

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 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 First Judicial District Courthouse in Gulfport, Mississippi on the **FIRST MONDAY OF FEBRUARY 2006**, being **FEBRUARY 6, 2006**, 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, President Connie Rockco presiding, Bobby Eleuterius, Larry Benefield, William Martin, Marlin R. Ladner, 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:

\* \* \*

# MINUTES

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### FEBRUARY 2006 TERM

(SUPERVISOR MARTIN WAS OUT ON VOTE)

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

**ORDER ACKNOWLEDGING RECEIPT OF AND APPROVING PETITIONS FOR CHANGES TO THE 2005 REAL AND PERSONAL PROPERTY ROLLS, 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 the Board does **HEREBY APPROVE** petitions for changes to the 2005 Real and Personal Property Rolls, as recommended by the Tax Assessor:

PARCEL NUMBER	OWNER NAME	Tax Dist	Assessed Land	Assessed Improve	Total	Change	2005 Approval
0207-27-001-003 PPIN: 121985 Tax Year: 2005	EAST FOLLY A CUY Filed By: T CHANGED TO--> Remarks: CLASS I-HAS HE ON PCL 0207-27-001-004	3M	5589	3726	9315	-1823	00/00/0000
0212P-02-085-000 PPIN: 073124 Tax Year: 2005	BOUOEAUX HARRY J & FRANK Filed By: T CHANGED TO--> Remarks: CLASS I-HE DELETED IN ERROR & ERROR IN CLASS & CONDITION OF IMP	3P	1200	34937 17200	36137	-18137	00/00/0000
0213P-02-008-000 PPIN: 073005 Tax Year: 2005	VARISSO VINCENT J JR & PA Filed By: T CHANGED TO--> Remarks: ERROR IN LAND ADJ	3P	9375	6375	15750	-3000	00/00/0000
0368-01-007-000 PPIN: 064157 Tax Year: 2005	CRUZ ROBERTO Filed By: T CHANGED TO--> Remarks: AG VALUE DELETED IN ERROR	3E	10900	567	11467	-10333	00/00/0000
0512K-02-035-000 PPIN: 085284 Tax Year: 2005	DEASON PHEBA L N Filed By: T CHANGED TO--> Remarks: ERROR IN LOT ADJUSTMENT	3P	4500	1350	5850	-3150	00/00/0000
0312M-02-077-000 PPIN: 073541 Tax Year: 2005	DIETERICH LOUIS F & STEPH Filed By: T CHANGED TO--> Remarks: ERROR IN LOT ADJUSTMENT	3P	12000	9000	21000	-3000	00/00/0000
0512K-01-115-000 PPIN: 064101 Tax Year: 2005	SAUCIER FELT -ESTATE- Filed By: T CHANGED TO--> Remarks: CLASS I	3P	525	7035 4500	7560	-2520	00/00/0000
0400-01-011-000 PPIN: 074012 Tax Year: 2005	FOL JEREMY A & HOLLEY J Filed By: T CHANGED TO--> Remarks: ERROR IN CLASS-CONDITION	2M	992	12945 2637	13937	-10041	00/00/0000
0408A-01-003-000 PPIN: 063125 Tax Year: 2005	SPEARS WARREN A & RHONDA Filed By: T CHANGED TO--> Remarks: NAME CORRECTION TO MCSUFFEE, ETHEL T/CLASS I-HE DELETED IN ERROR/AGREASE CHG-SPLIT NOT MADE FOR 2005 LAND ROLL	3E	3661	8732 5955	12593	-5202	00/00/0000
0500K-01-008-000 PPIN: 076668 Tax Year: 2005	MARTINELLI GLEN & CONSTAN Filed By: T CHANGED TO--> Remarks: AG VALUE	2M	4950	458	5408	-4492	00/00/0000
0504-07-007-017 PPIN: 114409 Tax Year: 2005	LADNER DICKIE JOE Filed By: T CHANGED TO--> Remarks: ERROR IN LAND ADJ	2M	2400	600	3000	-1800	00/00/0000
0504-07-007-037 PPIN: 114425 Tax Year: 2005	BERNICH JOHN & CONNIE Filed By: T CHANGED TO--> Remarks: DELETE EXTRA MOBILE HOMES-DOL ASSESSED	2M	1600	5568 2382	7168	-3126	00/00/0000

PAGE 1

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

REPORT UNPRINTED 02/02/2006 07:29 Landroll Appraisal 2005 (close) PAGE 2  
 Petitions And Actions Taken by Board Of Supervisors and State Tax Commission  
 Run Date: 01/19/2006 THUR 02/02/2006  
 Property Type: R REAL Report Sequence: PARCEL NUMBER

PARCEL NUMBER	OWNER NAME	Tax Dist	Assessed		Total	Change	BOS Approval
			Land	Improve			
0504-27-007 060	LADNER DICKIE JOE	2M	2400		2400		00/00/0000
PFIN: 118446	Filed By: T CHANGED TO-->		600		500	-1800	
Tax Year: 2005	Remarks: ERROR IN LAND ADJ						
0504-27-007 065	LADNER DICKIE JOE	2M	2400		2400		00/00/0000
PFIN: 118453	Filed By: T CHANGED TO-->		360		360	-2040	
Tax Year: 2005	Remarks: ERROR IN LAND ADJ						
0504-27-007 066	LADNER DICKIE JOE	2M	2400		2400		00/00/0000
PFIN: 118454	Filed By: T CHANGED TO-->		600		600	-1800	
Tax Year: 2005	Remarks: ERROR IN LAND ADJ						
0504-27-007 081	LADNER DICKIE JOE	2M	2400		2400		00/00/0000
PFIN: 118478	Filed By: T CHANGED TO-->		360		360	-2040	
Tax Year: 2005	Remarks: ERROR IN LAND ADJ						
0505A-01-020 000	BLANKENSHIP PIERCE	2M					00/00/0000
PFIN: 103198	Filed By: T CHANGED TO-->						
Tax Year: 2005	Remarks: NO VALUE CHG-NAME CORRECTION ONLY TO WILLMAN, JOHN B & DEBORAH J						
05110-01-023 010	LARDGA TIMOTHY PAUL	3EW	1296	12319	13615		00/00/0000
PFIN: 122776	Filed By: T CHANGED TO-->		1296		1296	-12319	
Tax Year: 2005	Remarks: DELETE IMP-NOT COMPLETE 1-1-2005						
05111-01-017 002	TEMPLE STEPHEN C & DARLEN	3L	1654	16801	18455		00/00/0000
PFIN: 116285	Filed By: T CHANGED TO-->		1103	11201	12304	-6151	
Tax Year: 2005	Remarks: CLASS I						
05110-01-009 000	COUSINS BERNARD A	3L	5269	14607	19876		00/00/0000
PFIN: 097078	Filed By: T CHANGED TO-->		3513	9738	13251	-6625	
Tax Year: 2005	Remarks: CLASS I-HE DELETED IN ERROR						
0512H-04-021 001	VANDERPOOL DELPHINE K	3L	1385	7735	9120		00/00/0000
PFIN: 112497	Filed By: T CHANGED TO-->		923	5159	6082	-3041	
Tax Year: 2005	Remarks: CLASS I-HE CREDITED TO INCORRECT PCL #						
0512J-01-035 045	PELICANS NEST CONDOMINIUM	3L	3000	22724	25724		00/00/0000
PFIN: 125114	Filed By: T CHANGED TO-->		3000		3000	-22724	
Tax Year: 2005	Remarks: DELETE IMP-NOT COMPLETE 1-1-2005						
0512J-03-078 000	NIOLET BERNETT V & THEMLA	3L	2835	14371	17206		00/00/0000
PFIN: 045023	Filed By: T CHANGED TO-->		1893	2581	11471	-5735	
Tax Year: 2005	Remarks: CLASS I-HE DELETED IN ERROR & NAME CORRECTION TO HAWKINS, LUCY NIOLET-L/E-						
0512M-01-007 014	AREY KATHLEEN E L/E	3P	6000	22163	28163		00/00/0000
PFIN: 104342	Filed By: T CHANGED TO-->		4000	14776	18776	-9387	
Tax Year: 2005	Remarks: CLASS I-HE DELETED IN ERROR						

RDI LHMNPT53 02/02/2006 07:28 Landroll Appraisal 2005 (close  
 Petitions And Actions Taken by Board Of Supervisors and State Tax Commission  
 Run Date: 01/19/2006 THUR 02/02/2006  
 Property Type: R REAL Report Sequence PARCEL NUMBER

PARCEL NUMBER	OWNER NAME	Tax Dist	Assessed		Total	Change	BOR Approval
			Land	Improve			
06084-02-001 000	STATZER ROBERT D & KIMBER	2M	3024	4524	7550		00/00/0000
PPIN: 074559	Filed By: T CHANGED TO-->		4536	135	4671	-2579	
Tax Year: 2005 Remarks: DELETE IMP-DBL ASSESSED W/MOBILE HOME PERSONAL ROLL & LAND & HOOKUP @ 15% ASSESSED VALUE							
06005-12-000 000	HICKMAN JANIE E	2M	1701	6272	8073		00/00/0000
PPIN: 074580	Filed By: T CHANGED TO-->		1281	4249	5529	-2544	
Tax Year: 2005 Remarks: CLASS I-HE DELETED IN ERROR							
0610M-04-003 001	CARROLL JASPER J & CYNTHI	3UM	689	4353	5042		00/00/0000
PPIN: 099416	Filed By: T CHANGED TO-->		689		689	-4353	
Tax Year: 2005 Remarks: DELETE IMP-CTY CONDEMNED							
0611N-00-009 001	PRINE MARTHA W	3L	8100	14482	22582		00/00/0000
PPIN: 110435	Filed By: T CHANGED TO-->		8100	9058	17168	-5414	
Tax Year: 2005 Remarks: DELETE IMP 2 OF 2-BURNED							
0612A-09-007 000	RISHEL GLENN F JR & PAUL	3L					00/00/0000
PPIN: 027550	Filed By: T CHANGED TO-->						
Tax Year: 2005 Remarks: NO VALUE CHG-NAME CORRECTION ONLY TO DAUGHTREY KENNETH R & DOROTHY J							
0610A-04-048 000	DAUGHTREY KENNETH R & DOR	3L					00/00/0000
PPIN: 057091	Filed By: T CHANGED TO-->						
Tax Year: 2005 Remarks: NO VALUE CHG-NAME CORRECTION ONLY TO RISHEL GLENN F JR & PAUL M							
07001-20-002 000	SULLIVAN GREGORY DEAN	5MW	1620	25419	27039		00/00/0000
PPIN: 100670	Filed By: T CHANGED TO-->		1020	16246	18026	-9013	
Tax Year: 2005 Remarks: CLASS 1							
0707D-01-008 000	PILGRIM RICHARD J	2M	6126	126	6252		00/00/0000
PPIN: 056416	Filed By: T CHANGED TO-->		176	262	438	-7814	
Tax Year: 2005 Remarks: AG VALUE & ADD MOBILE HOME HOOKUP							
07089-01-001 015	GODINEZ JOSE & ALMA C	2KMG	1800	8941	10641		00/00/0000
PPIN: 111029	Filed By: T CHANGED TO-->		1200	5894	7094	-3547	
Tax Year: 2005 Remarks: CLASS 1							
0707A-01-020 002	LESTER WILLIAM D & TAMARA	2KMG	1809	1329	3138		00/00/0000
PPIN: 100938	Filed By: T CHANGED TO-->		1809	1183	1992	-1146	
Tax Year: 2005 Remarks: DELETE MOBILE HOME-REMOVED FOR THE YEAR 2005							
07111-02-013 000	ASHBY EARL B & BENDER MAR	3S	3430	4895	8325		00/00/0000
PPIN: 091033	Filed By: T CHANGED TO-->		2420	3269	5683	-2642	
Tax Year: 2005 Remarks: CLASS 1							
07110-05-009 007	COGDELL GROUP INC	4G		1544818	1544818		00/00/0000
PPIN: 123236	Filed By: T CHANGED TO-->			1134718	1134718	-410100	
Tax Year: 2005 Remarks: DELETE PARKING GARAGE-BELONGS TO MEMORIAL HOSPITAL @ SULLFORD							

MINUTES  
 BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
 FEBRUARY 2006 TERM



# MINUTES

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### FEBRUARY 2006 TERM

PAGE 5

111 REPORTED 02/20/2006 07:28 (annual appraisal 2006) errors  
 corrections are Actions taken by Board of Supervisors and State Tax Commission  
 Run Date 01/19/2006 HR 02/02/2006  
 Report Sequence PARCEL NUMBER

PARCEL NUMBER	OWNER NAME	TAX DIST	LAND	APPROX	TOTAL	CHANGE	RMS APPROVAL
0000-01-001-000	PETERSON, WARDEN A & WIVES	56	6250	5159	5479	-1802	00/00/0000
0000-01-001-000	Filed By: T CHANGED TO-->	56	6250	5377	5597	-1802	00/00/0000
0000-01-001-000	Remarks: ERROR IN RLS 2005						
0000-01-001-000	HILLS, JOHN D	56	7000	6251	13001	-6000	00/00/0000
0000-01-001-000	Filed By: T CHANGED TO-->	56	7000	5501	8501	-6000	00/00/0000
0000-01-001-000	Remarks: CLASS NAME DELETED IN ERROR						
0000-01-001-000	MCDONALD, GORDON L	56	5000	2300	5500	-1250	00/00/0000
0000-01-001-000	Filed By: T CHANGED TO-->	56	5000	2300	5500	-1250	00/00/0000
0000-01-001-000	Remarks: LAND SHOULD BE B CLASS 1						
0000-01-001-000	TOP LAND COMPANY LLC	50A	15000.0	12297.0	12297.0	-11867	00/00/0000
0000-01-001-000	Filed By: T CHANGED TO-->	50A	15000.0	3173	3173	-11867	00/00/0000
0000-01-001-000	Remarks: ERROR IN CURRENT USE-SHOULD HAVE AS VALUE						
0000-01-001-000	ADVANCE ASSOCIATES INC	55	10000	17000	17000	-6000	00/00/0000
0000-01-001-000	Filed By: T CHANGED TO-->	55	10000	6000	6000	-6000	00/00/0000
0000-01-001-000	Remarks: ERROR IN LOT ADJUSTMENT						
0000-01-001-000	HOWARD & ASSOCIATES INC	56	10000	12000	12000	-6000	00/00/0000
0000-01-001-000	Filed By: T CHANGED TO-->	56	10000	6000	6000	-6000	00/00/0000
0000-01-001-000	Remarks: ERROR IN LOT ADJUSTMENT						
0000-01-001-000	SCHEFF, STEVE J & WIFE	56	6000	4300	10070	-3457	00/00/0000
0000-01-001-000	Filed By: T CHANGED TO-->	56	6000	4300	4300	-3457	00/00/0000
0000-01-001-000	Remarks: CLASS NAME DELETED IN ERROR						
0000-01-001-000	SMITH, WENDY D	58	5000	4000	9070	-900	00/00/0000
0000-01-001-000	Filed By: T CHANGED TO-->	58	5000	4000	4000	-900	00/00/0000
0000-01-001-000	Remarks: ERROR IN CURRENT USE						
0000-01-001-000	OLIVER, JAMES L	10	6000	6000	6000	0	00/00/0000
0000-01-001-000	Filed By: T CHANGED TO-->	10	6000	6000	6000	0	00/00/0000
0000-01-001-000	Remarks: ERROR IN LOT ADJUSTMENT						
0000-01-001-000	LEWIS, ANDRA	10	1000	1000	1000	0	00/00/0000
0000-01-001-000	Filed By: T CHANGED TO-->	10	1000	1000	1000	0	00/00/0000
0000-01-001-000	Remarks: CLASS NAME DELETED IN ERROR & NAME CORRECTION						
0000-01-001-000	TO KUMU, ALVIN D & ROSALIND A						
0000-01-001-000	KOHNEN, ROBERT J & WIFE	10	2800	4500	7500	-4800	00/00/0000
0000-01-001-000	Filed By: T CHANGED TO-->	10	2800	2800	2800	-4800	00/00/0000
0000-01-001-000	Remarks: ERROR IN CURRENT USE						
0000-01-001-000	WALKER, BARRARA	10	2000	7000	10000	-3851	00/00/0000
0000-01-001-000	Filed By: T CHANGED TO-->	10	2000	4700	4700	-3851	00/00/0000
0000-01-001-000	Remarks: CLASS NAME DELETED IN ERROR						





**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

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

The Motion having received the affirmative vote from the majority of the Supervisors present, the motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER APPROVING PETITION TO INCREASE THE 2005 PERSONAL  
PROPERTY ROLL, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE petition to increase the 2005 Personal Property Roll, as listed:

1. Hage North American Inc.

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

# M I N U T E S

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### FEBRUARY 2006 TERM

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

**ORDER APPROVING PETITIONS TO INCREASE THE 2005 REAL PROPERTY ROLL, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does **HEREBY APPROVE** petitions to increase the 2005 Real Property Roll, as listed:

PAGE 1

PRINTED 02/02/2006 07:29 Landroll Appraisal 2005 (Close  
 Petitions And Actions Taken by Board Of Supervisors and State Tax Commission.  
 Run Date: 01/19/2006 THUR 03/02/2005  
 Property Type: # REAL Report Sequence: PARCEL NUMBER

PARCEL NUMBER	OWNER NAME	Tax Dist	Assessed Land	Improve	Total	Change	SBS Approval
0055 -04-001-055	CRUMP MICHAEL L V VO A	SM	816	90	906	1879	00/00/0000
2211 115013	FILED 24 I CHANGED TO-->	SM	816	1959	2775	1879	
Tax Year: 2005 Remarks: ADD MOBILE HOME-LEFT OFF ROLL IN ERROR							
REAL PROPERTY TOTAL				1879	1879	1879	
TOTAL INCREASE							
TOTAL DECREASE							
FINAL REAL TOTALS				1879	1879	1879	
TOTAL INCREASE							
TOTAL DECREASE							

0604-25-00-001 *Garnett, Dinnington Pamela* SM -0- -0-  
 Split not made for 2005 land roll - HE amended  
 for correct parcel # - this parcel has HE 2394

**M I N U T E S**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M . ROCKCO</b> voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

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

**ORDER APPROVING PURCHASE; PER LOW QUOTE OF T & T DATA SERVICES FOR: FOUR MID-TOWER SYSTEMS IN THE TOTAL AMOUNT OF \$3,825.00; FIVE NEC 15" MONITORS IN THE TOTAL AMOUNT OF \$1,280.00; FOUR LEXMARK 2490 DOT MATRIX PRINTERS IN THE TOTAL AMOUNT OF \$1,956.00; AND FOUR 10-FT PRINTER CABLES IN THE TOTAL AMOUNT OF \$40.00, FOR A GRAND TOTAL OF \$7,101.00 PAYABLE FROM INTERFACE FUNDS**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE purchase as per low quote of T & T Data Services for: Four mid-tower systems in the total amount of \$3,825.00; Five NEC 15" monitors in the total amount of \$1,280.00; Four Lexmark 2490 dot matrix printers in the total amount of \$1,956.00; and Four 10-ft printer cables in the total amount of \$40.00, for a grand total of \$7,101.00 payable from Interface Funds. The quote received are as follows:

**T&T Data Services, Inc.**

18538 Confederate Road  
 Saucier, MS 39574  
 (228) 831-0043  
 Fax: (228) 539-9840

January 13, 2006

\*\*\* QUOTE \*\*\*

For: Frank Reed  
 Harrison County  
 Tax Collector  
 P. O. Drawer CC  
 Gulfport, MS 39501

From: Terri Moore  
 T&T Data Services, Inc.  
 18538 Confederate Rd.  
 Saucier, MS. 39574

Item	Quantity	Description	Price
1	4	<b>Mid-tower system</b> comprised of: Enlight 7 Bay mid-tower case PCI motherboard with audio and lan AMD Sempron 3000+ Processor 512 RAM Fast EIDE PCI controller 2 16550 Serial, 1 bi-directional parallel port 3.5" floppy 80 GB hard drive DVD ROM Drive 128 MB AGP video card keyboard, mouse and pad Microsoft Windows XP Pro Operating System Microsoft Office 2003 (1) year manufacturer's warranty	\$3,825.00
2	5	NEC 15" monitors	\$ 1,280.00
3	4	Lexmark 2490 dot matrix printers	\$ 1,956.00
4	4	10-foot printer cables	\$ 40.00
			<u>\$ 7,101.00</u>

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

*PREMISE, inc.*

Quotation

"BUSINESS SOLUTIONS FOR TOMORROW"

Harrison County  
 1801 23<sup>rd</sup> Avenue  
 Gulfport, MS

Attn: Tronya Ross  
 Phone: 228-865-4064  
 Fax:

Premise, Inc.  
 4904 Creekside Drive  
 Clearwater, FL 33760  
 Greg Karpinsky  
 727-540-0311  
 727.572.8068  
 01/20/2006

Qty.	Item Number	Description	Unit Price	Total
		<b>Desktop Offering</b>		
4	8287D5UJ	IBM ThinkCenter A Series A52 Intel Pentium 4 Processor 3.0GHz with Hyper Threading 800Mhz Front Side Bus, 2MB L2 CPU Cache, 512 MB PC4200 533Mhz, 80GB HDD ATA-100 (Enhanced IDE), CD-RW/DVD 48X/32X/48X/16X Max, 1.44MB 3.5" Floppy Drive, 101 Key KB, Optical Wheel Mouse, Intel Graphics Media Accelerator 950, Integrated GB Ethernet, Sound Max Integrated Audio, Tower 4 X 4, 6/2 USB Ports Microsoft Windows XP Professional	\$819.00	\$3,276.00
		One Year Parts and Labor		
4		Microsoft Office Professional (With System Purchase)	\$329.00	\$1,316.00
5	LCD52VM	NEC AccuSync Flat panel display - TFT - 15" - 1024 x 768 / 75 Hz - 250 cd/m2 - 400:1 - 25 ms - 0.297 mm	\$239.00	\$1,195.00
4	2490P	Lexmark Forms Printer 2490 - Printer - B/W - dot-matrix - 11.7 in x 22 in - 360 dpi x 360 dpi - 24 pin - up to 409 char/sec - Parallel, USB	\$519.00	\$2,076.00
4		Parallel Cables	\$26.00	\$104.00
4		USB Cables	<del>\$15.99</del>	<del>\$63.96</del>
		(Please let us know if you require Parallel or USB)		

This information contained in this quote is considered confidential, private and the intellectual property of Premise, Inc. Please do not distribute the information contained in this quote outside your internal organization or beyond the scope of this communication

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing Order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER DENYING CHANGES IN EMPLOYMENT FOR THE HARRISON  
COUNTY TAX COLLECTOR AND REQUESTING CUT OF SAID  
INTENDED INCREASE FROM HIS BUDGET, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY DENY changes in employment for the Harrison County Tax Collector and requesting cut of said intended increase from his budget, as listed:

Doris Craft, Deputy Tax Collector, salary increase from \$833.33 bimonthly to \$920.40 bimonthly, effective 1/20/06.

Sharon Nash, Deputy Tax Collector, salary increase from \$825.72 bimonthly to \$931.67 bimonthly, effective 1/20/06.

Anne Marie Stiles, Deputy Tax Collector, salary increase from \$745.38 bimonthly to \$875.33 bimonthly, effective 1/6/06.

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

ORDINANCE NO. 0601HC006

Supervisor Larry Benefield moved the adoption of the following order:

**AN ORDER CONCURRING 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 at 14348 Vidalia Road, should be rezoned for the purpose of building two houses. The subject property ad valorem tax parcel number is 0107-30-017.001. The case file number is 0601HC006.

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

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

DESCRIPTION:

9.4 AC COM AT SE COR OF NE 1/4 OF SW 1/4 SEC 30 W 283.1 FT TO E MAR VIDALIA RD NWLY ALONG RD 727.9 FT TO POB NWLY ALONG RD 778.4 FT TO S MAR OF BUTCH CIR E ALONG RD 944.2 FT S 32 DG E 110.2 FT S 5 DG 246.7 FT W 225 FT S 51 DG W 526.1 FT TO POB PART OF NE 1/4 OF SW 1/4 OF SEC 30-6-13

The subject property ad valorem tax parcel number is 0107-30-017.001.

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.

**M I N U T E S**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

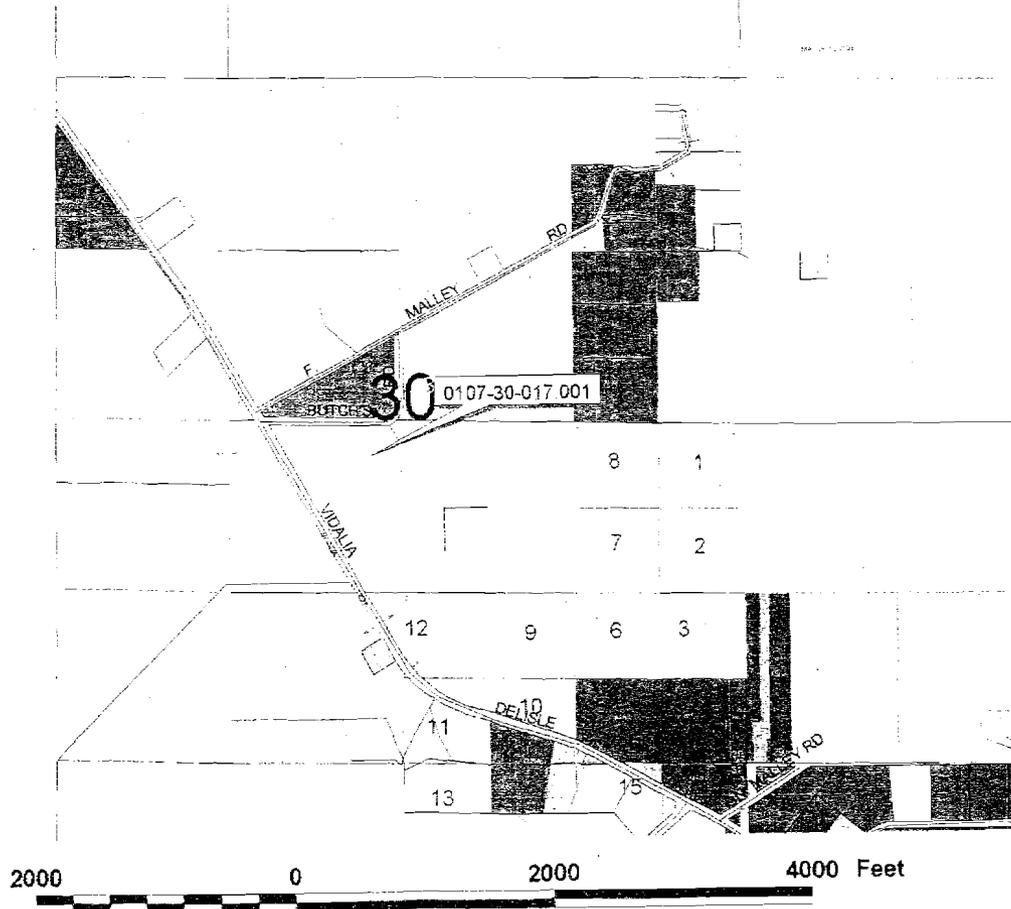
---

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

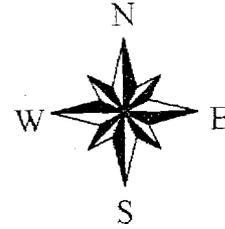
Supervisor BOBBY ELEUTERIUS	<u>AYE</u>
Supervisor LARRY BENEFIELD	<u>AYE</u>
Supervisor MARLIN LADNER	<u>AYE</u>
Supervisor WILLIAM MARTIN	<u>AYE</u>
Supervisor CONNIE ROCKCO	<u>AYE</u>

The majority of the members present having voted in the affirmative, the motion was declared carried and the Order adopted on this the 6th day of February, 2006.

# 0601HC006 Zoning Map Amendment



- 0107.dwg
- Text 1
- 3
- 4
- Text 6
- Text 7
- 80
- Text 110
- 130
- 0107.dwg
- 1
- 2
- 3
- 4
- 6
- 7
- 8
- 10
- 80
- 130



- Parcels.shp
- New\_road\_2002.dwg
- Special Use and Overlay Districts
- A-D
- E-D
- R-D
- W-D
- Zoningcases\_thru\_18jul05.shp
- A-1 General Agriculture
- E-1 Very Low Density Residential
- R-1 Low Density Residential
- R-2 Medium Density Residential
- R-3 High Density Residential
- O-1 Office
- C-1 Neighborhood Commercial
- C-2 General Commercial
- C-3 Resort Commercial
- I-1 Light Industry
- I-2 General Industry
- MPC Master Planned Community

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

**ORDINANCE NO. 0601HC008**

Supervisor Larry Benefield moved the adoption of the following order:

**AN ORDER CONCURRING WITH THE PLANNING COMMISSION TO APPROVE A ZONING MAP AMENDMENT. THE PROPERTY IS CURRENTLY ZONED AS AN E-1 (VERY LOW DENSITY RESIDENTIAL) DISTRICT. THE REQUEST IS TO CHANGE THE ZONING DISTRICT CLASSIFICATION TO AN R-2 (MEDIUM DENSITY RESIDENTIAL) DISTRICT.**

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located at 23341 J. Marasco Road, should be rezoned for the purpose of placing a manufactured home. The subject property ad valorem tax parcel number is 06021-01-028.000. The case file number is 0601HC008.

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

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

DESCRIPTION:

3.0 AC COM AT SE COR OF NE1/4 OF SEC 12 W ALONG 1/2 SEC LINE 768.8 FT N 28 DGS E 477 FT TO S MAR OF J MARASCO RD W ALONG RD 56.4 FT TO POB W ALONG RD 47.7 FT TO CURVE NLY ALONG CURVE 78.2 FT W 214.5 FT N 17 DGS W 146.4 FT S 42 DGS W 537 FT E 627 FT N 27 DGS E 199.8 FT TO POB PART OF SE1/4 OF NE1/4 OF SEC 12-5-12

The subject property ad valorem tax parcel number is 06021-01-028.000.

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.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

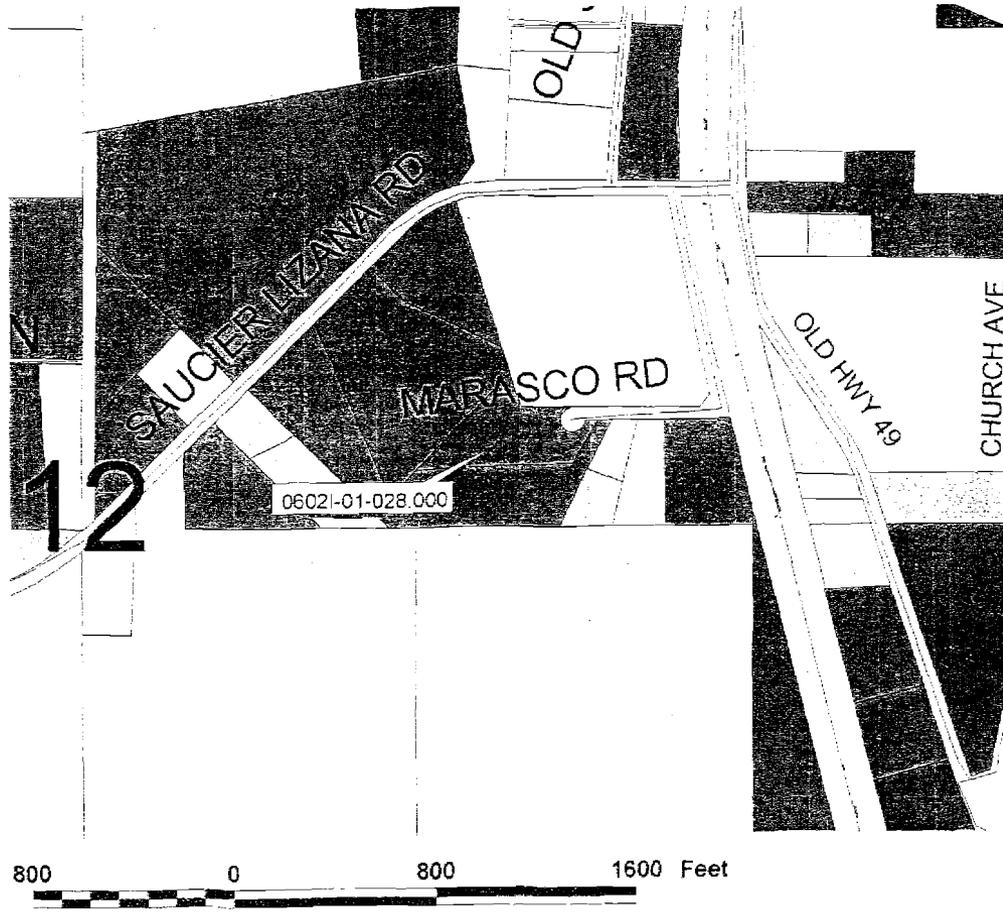
Supervisor Bobby Eleuterius seconded the motion to adopt the above forgoing Ordinance whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS	...AYE...
Supervisor LARRY BENEFIELD	...AYE...
Supervisor MARIJN LADNER	...AYE...
Supervisor WILLIAM MARTIN	...AYE...
Supervisor CONNIE ROCKCO	...AYE...

The majority of the members present having voted in the affirmative, the motion was declared carried and the Order adopted on this the 6th day of February, 2006.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

**0601HC008**  
**Rezoning & Conditional Use Permit**



- Parcels.shp
- Text New\_road\_2002.dwg
- New\_road\_2002.dwg
- Zoningcases\_thru\_18jul05.shp
- A-1 General Agriculture
- E-1 Very Low Density Residential
- R-1 Low Density Residential
- R-2 Medium Density Residential
- R-3 High Density Residential
- O-1 Office
- C-1 Neighborhood Commercial
- C-2 General Commercial
- C-3 Resort Commercial
- I-1 Light Industry
- I-2 General Industry
- MPC Master Planned Community

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

**ORDINANCE NO. 0601HC009**

Supervisor Larry Benefield moved the adoption of the following order:

**AN ORDER CONCURRING WITH THE PLANNING COMMISSION TO APPROVE A ZONING MAP AMENDMENT. THE PROPERTY IS CURRENTLY ZONED AS AN E-1 (VERY LOW DENSITY RESIDENTIAL) 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 at 18332 Amanda Lane, should be rezoned for the purpose of building a house. The subject property ad valorem tax parcel number is 0405C-01-001.005. The case file number is 0601HC009.

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

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

DESCRIPTION:

DICKENS, JEVLYN -DC- 1427/74 5.5 AC COM AT NE COR OF SEC 6 W ALONG SEC LINE 700 FT S 596.4 FT W 244.1 FT TO CENTERLINE OF GRAVEL RD S 10 DGS W ALONG RD 109 FT S 25 DGS W ALONG RD 371 FT S 22 DGS W ALONG RD 56 FT S 4 DGS E ALONG RD 475.2 FT TO POB S 4 DGS W ALONG RD 102.6 FT S 10 DGS E ALONG RD 356.6 FT S 23 DGS E ALONG RD 173.3 FT S 38 DGS E ALONG RD 97 FT S 69 DGS E ALONG RD 103.8 FT N 44 DGS E 155 FT N 604.3 FT W 414.3 FT TO POB PART OF SE 1/4 OF NE 1/4 OF SEC 6-6-12

The subject property ad valorem tax parcel number is 0405C-01-001.005.

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.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

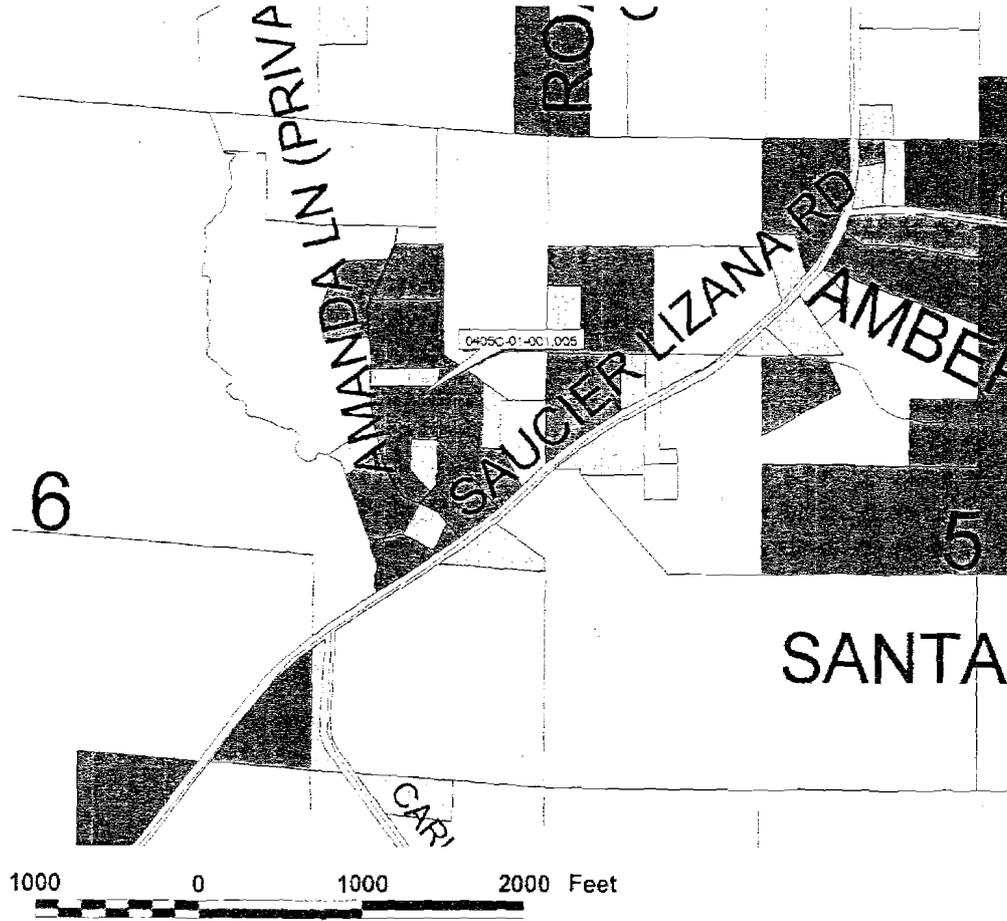
---

Supervisor Bobby Eleuterius seconded the motion to adopt the above forgoing Ordinance whereupon the question was put 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 motion was declared carried and the Order adopted on this the 6th day of February, 2006.

# 0601HC009 Zoning Map Amendment



- Parcels.shp
- Text New\_road\_2002.dwg
- New\_road\_2002.dwg
- Zoningcases\_thru\_18jul05.shp
- A-1 General Agriculture
- E-1 Very Low Density Residential
- R-1 Low Density Residential
- R-2 Medium Density Residential
- R-3 High Density Residential
- O-1 Office
- C-1 Neighborhood Commercial
- C-2 General Commercial
- C-3 Resort Commercial
- I-1 Light Industry
- I-2 General Industry
- MPC Master Planned Community

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

**ORDINANCE NO. 0601HC012**

Supervisor Larry Benefield moved the adoption of the following order:

**AN ORDER CONCURRING WITH THE PLANNING COMMISSION TO APPROVE A ZONING MAP AMENDMENT. THE PROPERTY IS CURRENTLY ZONED AS AN E-1 (VERY LOW DENSITY RESIDENTIAL) DISTRICT. THE REQUEST IS TO CHANGE THE ZONING DISTRICT CLASSIFICATION TO AN R-1 (MEDIUM DENSITY RESIDENTIAL) DISTRICT.**

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located at 13576 East Wortham Road, should be rezoned for the purpose of creating four single family residential lots of a least 1-acre in size each. The subject property ad valorem tax parcel number is 0904-26-028 001. The case file number is 0601HC012.

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

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

DESCRIPTION:

COM AT NE COR NW 1/4 OF SW 1/4 SEC 26 W 181 FT TO W R/W WORTHAM RD S 25 DG W 522 FT TO POB N 55 DG W 300 FT S 28 DG W 107 FT W 217 FT S 617 FT NELY 767 FT TO POB CONTG 5 ACS SEC 26-5-11

The subject property ad valorem tax parcel number is 0904-26-028.001

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.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

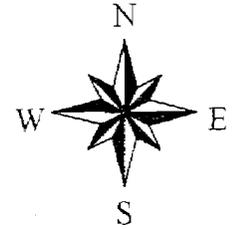
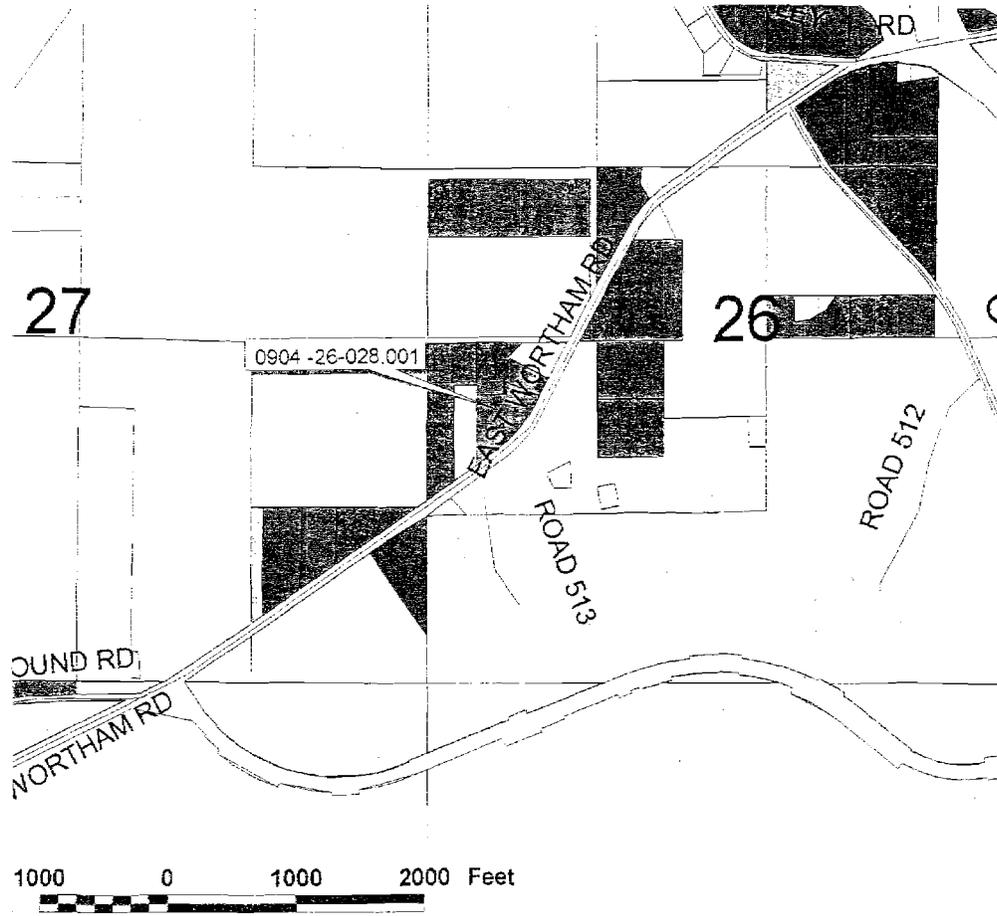
---

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

Supervisor BOBBY ELEUTERIUS	<u>AYE</u>
Supervisor LARRY BENEFIELD	<u>AYE</u>
Supervisor MARLIN LADNER	<u>AYE</u>
Supervisor WILLIAM MARTIN	<u>AYE</u>
Supervisor CONNIE ROCKCO	<u>AYE</u>

The majority of the members present having voted in the affirmative, the motion was declared carried and the Order adopted on this the 6th day of February, 2006.

# 0601HC012 Zoning Map Amendment



- Parcels.shp
- Text New\_road\_2002.dwg
- New\_road\_2002.dwg
- Zoningcases\_thru\_18jul05.shp
- A-1 General Agriculture
- E-1 Very Low Density Residential
- R-1 Low Density Residential
- R-2 Medium Density Residential
- R-3 High Density Residential
- O-1 Office
- C-1 Neighborhood Commercial
- C-2 General Commercial
- C-3 Resort Commercial
- I-1 Light Industry
- I-2 General Industry
- MPC Master Planned Community

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

ORDINANCE NO. 0601HC014

Supervisor Larry Benefield moved the adoption of the following order:

**AN ORDER CONCURRING WITH THE PLANNING  
COMMISSION TO APPROVE A TEMPORARY USE  
PERMIT TO ALLOW FOR A MANUFACTURED HOME.**

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 401.01 a. and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located at 23373 Ramsey Lane, should be granted a temporary use permit not to exceed 6-months with a favorable recommendation by the Planning Commission. The ad valorem tax parcel number of the subject property is 0602J-01-017.000. The case file number is 0601HC014.

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

SECTION 1: That the following described property **be granted a Temporary Use Permit.**

DESCRIPTION:

14.9 AC(C) BEG 489.6 FT N OF INTER OF S LINE OF SW1/4 OF NW1/4 OF SEC 12 & W MAR OF RAMSEY LN NLY ALONG RD 1041.5 FT W 626 FT S 1041.5 FT E 617.6 FT TO POB PART OF W1/2 OF NW1/4 OF SEC 12-5-12

The ad valorem Tax Parcel Number is 0602J-01-017.000.

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.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

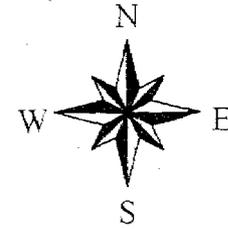
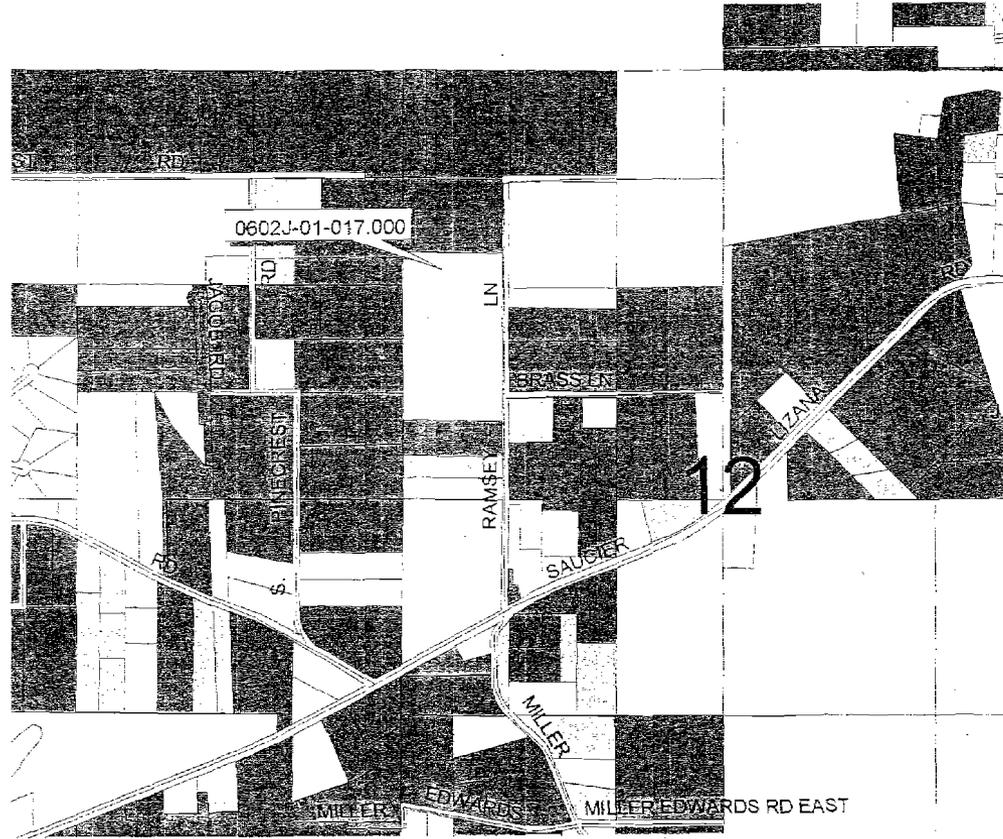
Supervisor Bobby Eleuterius seconded the motion to adopt the above forgoing Ordinance whereupon the President put the question to a vote with the following results:

Supervisor BOBBY ELEUTERIUS	___ 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 6th day of February, 2006.

0601HC014

Rezoning & Conditional Use Permit *TEMPORARY Use*



- △ New\_road\_2002.dwg
- Zoningcases\_thru\_18jul05.shp
- A-1 General Agriculture
- E-1 Very Low Density Residential
- R-1 Low Density Residential
- R-2 Medium Density Residential
- R-3 High Density Residential
- O-1 Office
- C-1 Neighborhood Commercial
- C-2 General Commercial
- C-3 Resort Commercial
- I-1 Light Industry
- I-2 General Industry
- MPC Master Planned Community

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

ORDINANCE NO. 0601HC015

Supervisor Larry Benefield moved the adoption of the following order:

**AN ORDER CONCURRING WITH THE PLANNING COMMISSION TO APPROVE A ZONING MAP AMENDMENT. THE PROPERTY IS CURRENTLY ZONED AS AN A-1 (VERY LOW DENSITY RESIDENTIAL) DISTRICT. THE REQUEST IS TO CHANGE THE ZONING DISTRICT CLASSIFICATION TO AN C-2 (GENERAL COMMERCIAL) DISTRICT.**

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located east of County Farm Road, south of Landon Road and west of and adjacent to North Tucker Road, should be rezoned for the purpose of developing a "high-tech office park and commercial center". The subject property ad valorem tax parcel number is 0509-15-002.000 and 0509-15-003.000. The case file number is 0601HC015.

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

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

DESCRIPTION:

0509-15-002.000  
 E 1/2 OF NE 1/4 LYING S OF LANDON RD & ALL S 1/2 OF SEC -426 8  
 ACRES-LESS R/W FOR RD SEC 15-7-12

0509-15-003.000  
 155 7 AC(C) BEING S 1840 FT OF NW 1/4 LESS 6.4 AC & S 1840 FT OF W  
 630 FT OF NE 1/4 & E 710 FT OF W 1340 FT OF NE 1/4 LYING S OF LANDON  
 RD IN NE 1/4 & NW 1/4 SEC 15-7-12

The subject property ad valorem tax parcel number is 0509-15-002.000 and 0509-15-003.000

See attached site location map.

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

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

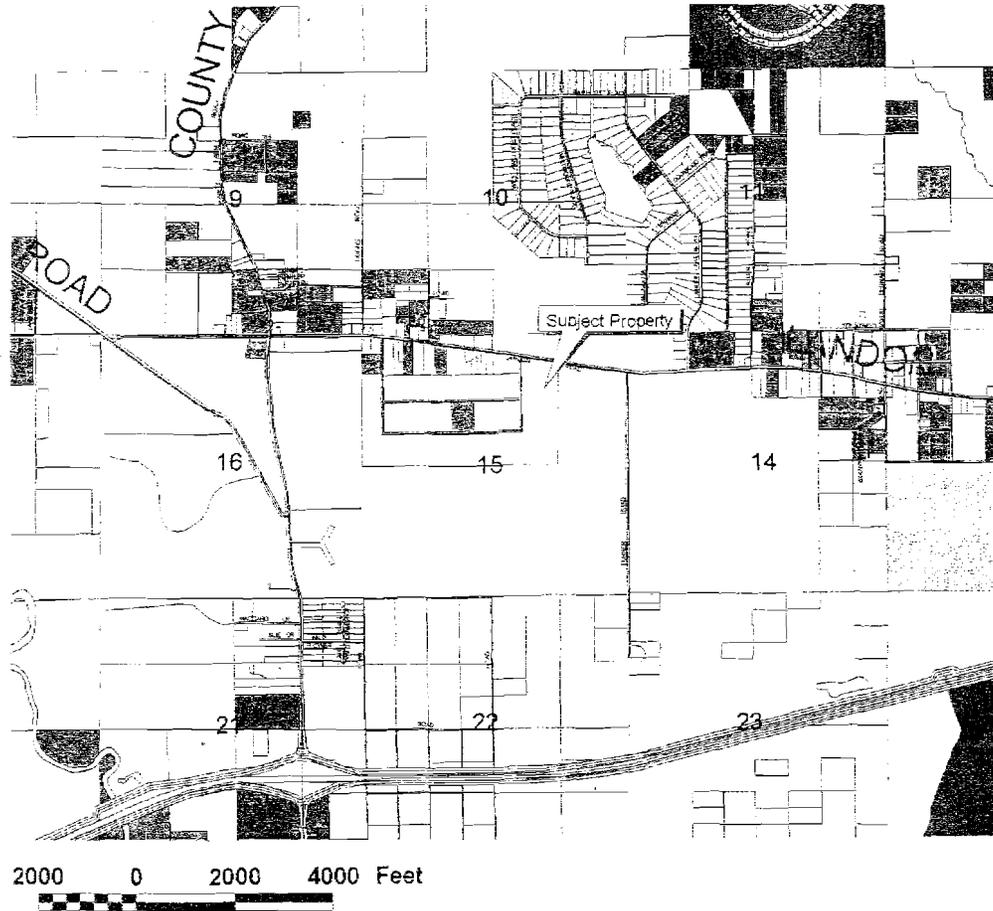
---

Supervisor Bobby Eleuterius seconded the motion to adopt the above forgoing Ordinance whereupon the question was put 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 motion was declared carried and the Order adopted on this the 6th day of February, 2006.

# 0601HC015 Zoning Map Amendment



- New\_road\_2002.dwg
- Special Use and Overlay Districts
  - A-D
  - E-D
  - R-D
  - W-D
- Zoningcases\_thru\_18jul05.shp
  - A-1 General Agriculture
  - E-1 Very Low Density Residential
  - R-1 Low Density Residential
  - R-2 Medium Density Residential
  - R-3 High Density Residential
  - O-1 Office
  - C-1 Neighborhood Commercial
  - C-2 General Commercial
  - C-3 Resort Commercial
  - I-1 Light Industry
  - I-2 General Industry
  - MPC Master Planned Community

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

ORDINANCE NO. 0601HC019

Supervisor Larry Benefield moved the adoption of the following order:

**AN ORDER CONCURRING WITH THE PLANNING COMMISSION TO APPROVE A ZONING MAP AMENDMENT. THE PROPERTY IS CURRENTLY ZONED AS AN R-1 (LOW DENSITY RESIDENTIAL) DISTRICT. THE REQUEST IS TO CHANGE THE ZONING DISTRICT CLASSIFICATION TO AN C-1 (NEIGHBORHOOD COMMERCIAL) DISTRICT.**

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 906 and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located at the southwest corner of Mennonite Road and County Farm Road, should be rezoned for the purpose of a professional medical transcriptions office. The subject property ad valorem tax parcel number is 05061-01-001.001. The case file number is 0601HC019.

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

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

DESCRIPTION:

2.1 AC(C) BEG AT INTER OF S MAR OF MENNONITE RD & W MAR OF COUNTY FARM RD W ALONG MENNONITE RD 330 FT S 302 FT M/L E 255 FT M/L N 75 FT E 75 FT M/L TO COUNTY FARM RD N ALONG RD 227 FT M/L TO POB BEING PART OF NE 1/4 OF NE 1/4 OF SEC 22-6-12

The subject property ad valorem tax parcel number is 05061-01-001.001/

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.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

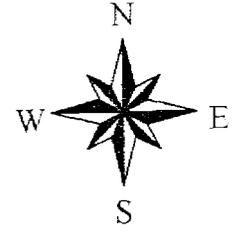
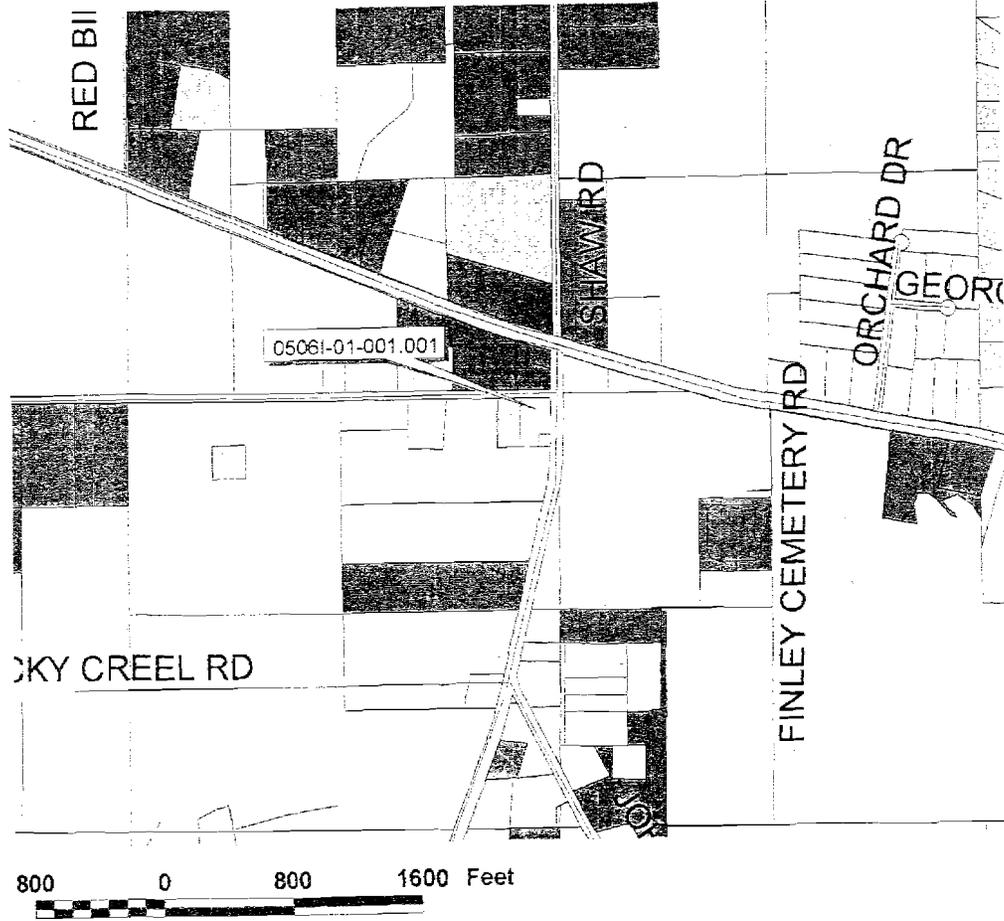
---

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

Supervisor BOBBY ELEUTERIUS	<u>AYE</u>
Supervisor LARRY BENEFIELD	<u>AYE</u>
Supervisor MARLIN LADNER	<u>AYE</u>
Supervisor WILLIAM MARTIN	<u>AYE</u>
Supervisor CONNIE ROCKCO	<u>AYE</u>

The majority of the members present having voted in the affirmative, the motion was declared carried and the Order adopted on this the 6th day of February, 2006.

# 0601HC019 Zoning Map Amendment



- Parcels.shp
- Text New\_road\_2002.dwg
- New\_road\_2002.dwg
- Zoningcases\_thru\_18jul05.shp
- A-1 General Agriculture
- E-1 Very Low Density Residential
- R-1 Low Density Residential
- R-2 Medium Density Residential
- R-3 High Density Residential
- O-1 Office
- C-1 Neighborhood Commercial
- C-2 General Commercial
- C-3 Resort Commercial
- I-1 Light Industry
- I-2 General Industry
- MPC Master Planned Community

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

ORDINANCE NO. 0601HC020

Supervisor Larry Benefield moved the adoption of the following order:

AN ORDER CONCURRING WITH THE PLANNING COMMISSION TO APPROVE A ZONING MAP AMENDMENT. THE PROPERTY IS CURRENTLY ZONED AS AN C-2 (GENERAL COMMERCIAL) 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 at 12231 Vidalia Road, should be rezoned for the purpose of building a house. The subject property ad valorem tax parcel number is 0208E-01-003 015. The case file number is 0601HC020.

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

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

DESCRIPTION

8 AC(C) BEG 416.4 FT N OF NW COR OF SE1/4 OF SW1/4 OF SEC 4 N 537.1 FT E 741.9 FT TO W MAR OF VIDALIA-DELISLE RD S ALONG RD 340.1 FT N 82 DG W 330.7 FT S 7 DG W 250.1 FT W 458.7 FT TO POB PART OF NE1/4 OF SW1/4 OF SEC 4-7-13

The subject property ad valorem tax parcel number is 0208E-01-003 015.

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.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

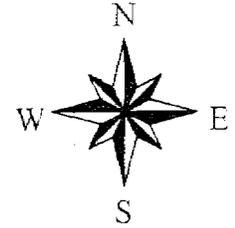
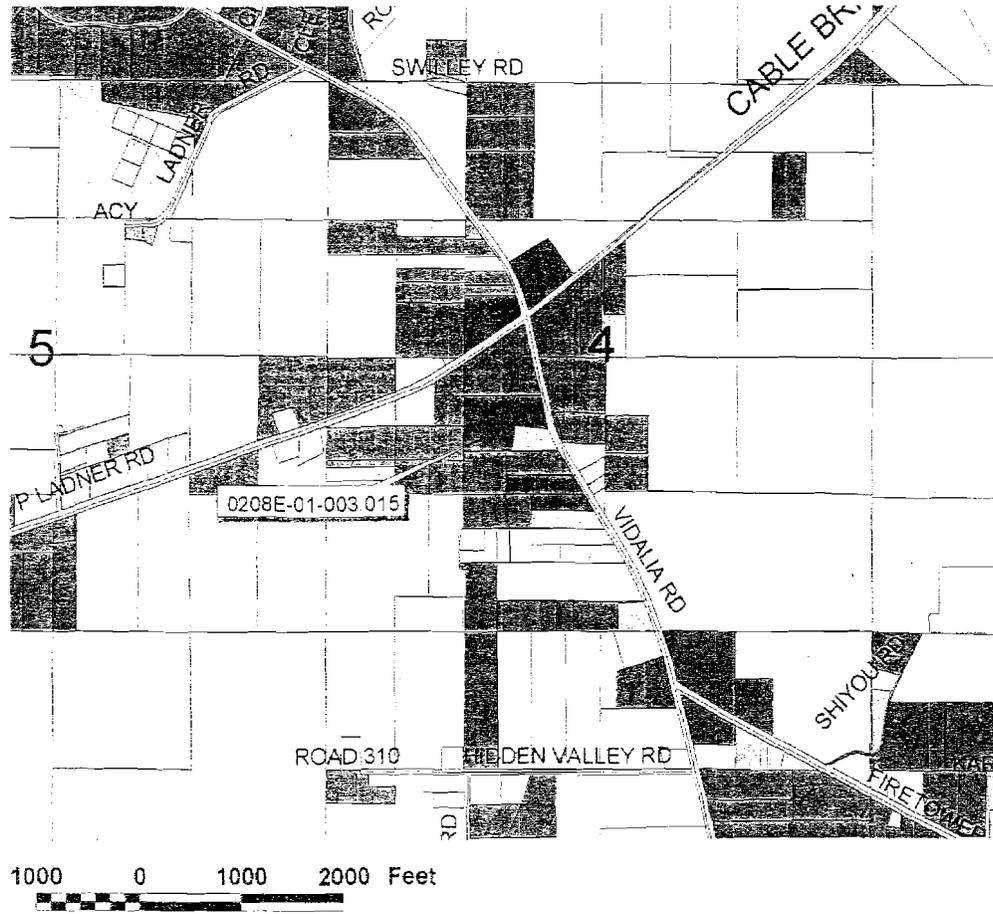
Supervisor BOBBY ELEUTERIUS	___AYE___
Supervisor LARRY BENEFIELD	___AYE___
Supervisor MARLIN LADNER	___AYE___
Supervisor WILLIAM MARTIN	___AYE___
Supervisor CONNIE ROCKCO	___AYE___

The majority of the members present having voted in the affirmative, the motion was declared carried and the Order adopted on this the 6th day of February, 2006.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

# 0601HC020

## Zoning Map Amendment



- Parcels.shp
- Text New\_road\_2002.dwg
- New\_road\_2002.dwg
- Zoningcases\_thru\_18jul05.shp
- A-1 General Agriculture
- E-1 Very Low Density Residential
- R-1 Low Density Residential
- R-2 Medium Density Residential
- R-3 High Density Residential
- O-1 Office
- C-1 Neighborhood Commercial
- C-2 General Commercial
- C-3 Resort Commercial
- I-1 Light Industry
- I-2 General Industry
- MPC Master Planned Community

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

ORDINANCE NO. 0601HC021

Supervisor Larry Benefield moved the adoption of the following order:

**AN ORDER CONCURRING WITH THE PLANNING  
COMMISSION TO APPROVE A TEMPORARY USE  
PERMIT TO ALLOW FOR A MANUFACTURED HOME  
ON A 20-ACRE PARCEL OF LAND.**

WHEREAS, the Harrison County Board of Supervisors finds and does so determine under Section 401.01.a and based upon the recommendation of the Harrison County Planning Commission and county departments, as well as its existing needs and development, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that the property which is generally described as being located at 29445 Faye Road, should be granted a temporary use permit not to exceed 6-months with a favorable recommendation by the Planning Commission. The ad valorem tax parcel number of the subject property is 0110-30-039.000. The case file number is 0601HC021.

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

SECTION 1: That the following described property **be granted a Temporary Use Permit.**

DESCRIPTION:

LIFE ESTATE -1602/165- 20.5 AC BEG AT SW COR OF SW1/4 OF  
NW1/4 N 689 FT E 209 FT N 431 FT E 514 FT N 209 FT E 375 FT SLY 307 FT  
SWLY 1276 FT W 372 FT TO POB SEC 30-7-13

The ad valorem Tax Parcel Number is 0110-30-039.000

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.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

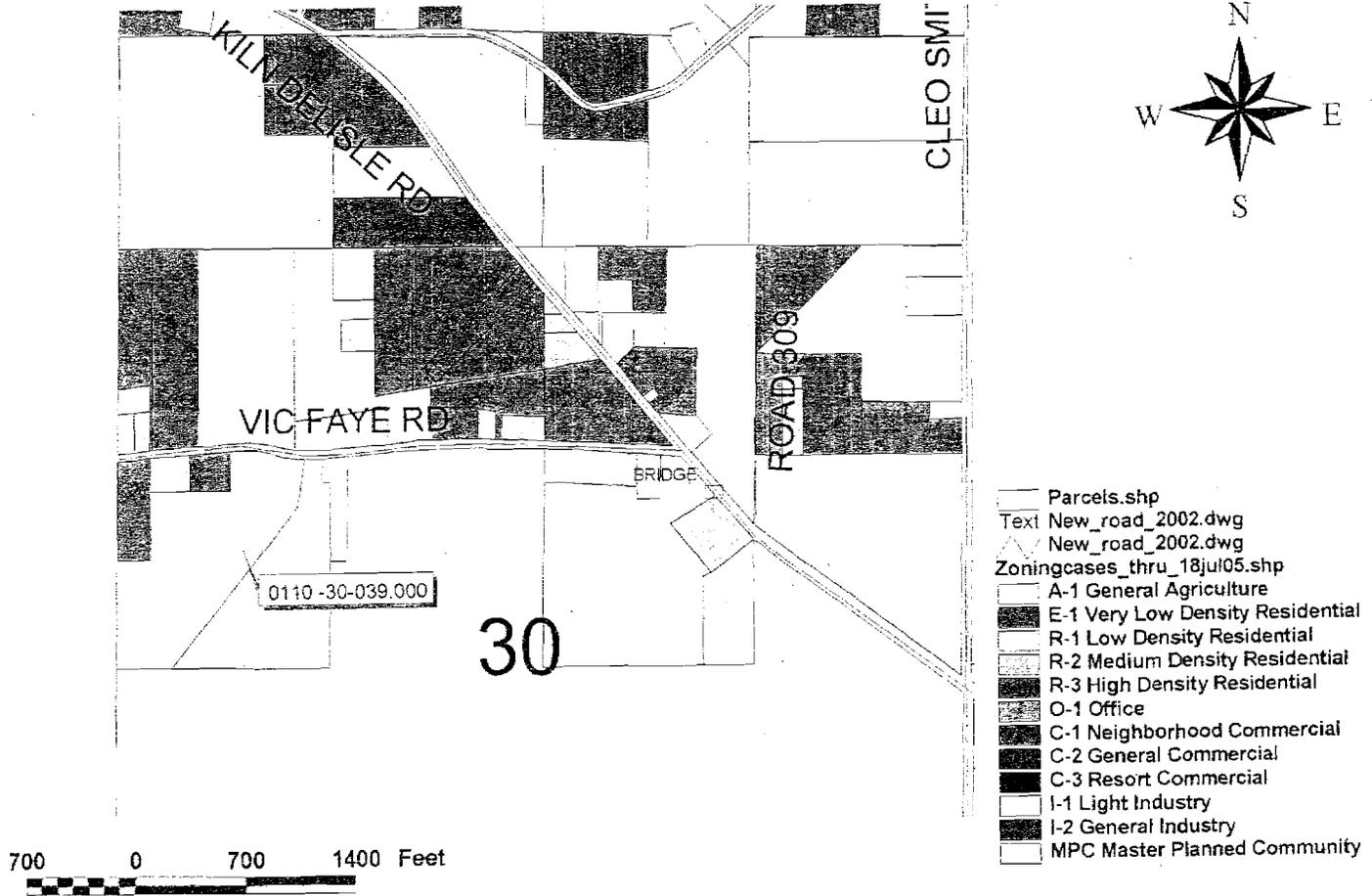
---

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

Supervisor BOBBY ELEUTERIUS	..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 6th day of February, 2006.

# 0601HC021 Temporary Use Permit



**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

ORDER AUTHORIZING A REVISION TO THE FINAL PAYMENT TO M/A-COM  
CRITICAL RADIO SYSTEMS, INC.

WHEREAS, the Harrison County Emergency Communications Commission was created by the Board of Supervisors under authority of §19-5-305, Mississippi Code Annotated, as amended, and the Harrison County Emergency Communications Commission is governed and empowered according to §§ 19-5-301, et seq., Mississippi Code Annotated, as amended; and

WHEREAS, the Harrison County Emergency Communications Commission and the Harrison County Board of Supervisors, entered into a contract with M/A-COM Critical Radio Systems, Inc. on June 11, 2001, for the purchase and installation of components of a county-wide emergency communications system within Harrison County; and

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission by Resolution found that all the communications systems, equipment, contracts, assignments, leases, warranties, licenses, and other assets, which were the subject of its contract with M/A-COM Critical Radio Systems, Inc., were reasonable and necessary for carrying out the purposes and intent of §§ 19-5-301 through 19-5-319 of the Mississippi Code of 1972 Annotated, as amended; and

WHEREAS, the Harrison County Board of Supervisors found by Resolution dated June 11, 2001, that the equipment and communications system was necessary for carrying out the purposes of the E-911 Act (§19-5-301, et seq. of the Mississippi Code of 1972 Annotated, as amended), within Harrison County; and

WHEREAS, the original contract between the Harrison County Board of Supervisors, Harrison County Emergency Communications Commission, and M/A-COM Critical Radio Systems,

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

Inc., was for a total contract cost of SEVEN MILLION FIFTY TWO THOUSAND FIVE HUNDRED FIFTY SIX DOLLARS and 97/100 (\$7,052,556.97) which the Harrison County Board of Supervisors found to be fair market value; and

WHEREAS, since the contract date of June 11, 2001, the Harrison County Board of Supervisors have authorized the following Change Orders and Payments:

CONTRACT AMOUNT		PAYMENTS	
Original Contract	\$7,052,556.97	\$1,057,883.55	07/23/01
Change Order #1 - 10/01/01	-\$ 96,531.75	\$ 546,978.29	01/28/02
Change Order #2 - NO CHANGE to contract amount - 12/03/01	-0-	\$ 280,869.76	04/01/02
Change Order #3 - 05/13/02	1\$ 142,018.00	\$ 686,187.62	04/22/02
Change Order #4 - 10/28/02	+\$ 63,967.12	\$ 289,055.21	07/29/02
Change Order #5 - 10/28/02	1\$ 514,714.69	\$ 423,038.73	09/09/02
Change Order #6 - 03/24/03	+\$ 30,000.00	\$ 441,854.69	10/28/02
Change Order #7 - 03/24/03	+\$ 93,170.25	\$ 270,966.79	01/06/02
Change Order #8 - 03/24/03	1\$ 97,675.33	\$ 601,240.54	02/03/03
Total Contract Amount with Change Orders	\$7,897,570.61	\$ 217,322.49	05/05/03
		\$ 474,956.27	
		\$ 33,126.84	09/02/03
		\$ 162,751.49	
		\$ 259,315.27	
		\$ 333,330.02	10/27/03
		\$ 777,595.61	10/27/03
		\$ 21,259.16	12/08/03
		\$ 198,765.28	12/08/03

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

CONTRACT AMOUNT		PAYMENTS	
		\$ 485,393.23	12/06/04
		\$ 312,967.06	approval pending
<b>TOTAL PAYMENTS TO DATE</b>		<b>\$7,874,857.90</b>	

and;

**WHEREAS**, the Commissioners of the Harrison County Emergency Communications Commission approved by Resolution dated November 18, 2004, the final payment in the amount of FOUR HUNDRED EIGHTY FIVE THOUSAND THREE HUNDRED NINETY THREE and 23/100 DOLLARS (\$485,393.23), and said payment was approved by the Harrison County Board of Supervisors; and

**WHEREAS**, the Commissioners for the Harrison County Emergency Communications Commission found that M/A-COM Critical Radio Systems did not agree that the FOUR HUNDRED EIGHTY FIVE THOUSAND THREE HUNDRED NINETY THREE and 23/100 DOLLARS (\$485,393.23) was final payment and requested additional compensation for equipment and services provided pursuant to the terms of this contract; and

**WHEREAS**, the Commissioners for the Harrison County Emergency Communications Commission and M/A-COM Critical Radio Systems agreed that M/A-COM Critical Radio Systems is entitled to an additional THREE HUNDRED TWELVE THOUSAND NINE HUNDRED SIXTY SEVEN AND 06/100 DOLLARS (\$312,967.06) as reflected in the invoice attached hereto as Exhibit "A" for services and equipment provided and represents the final payment due under the terms of this contract; and

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission that M/A-COM Critical Radio Systems, Inc. has completed its contract and is entitled to an additional and final payment under the terms of said contract in the amount of THREE HUNDRED TWELVE THOUSAND NINE HUNDRED SIXTY SEVEN AND 06/100 DOLLARS (\$312,967.06), and

WHEREAS, the Commissioners for the Harrison County Emergency Communications Commission that after the final payment in the amount of THREE HUNDRED TWELVE THOUSAND NINE HUNDRED SIXTY SEVEN AND 06/100 DOLLARS (\$312,967.06), the total contract price will be reduced from SEVEN MILLION EIGHT HUNDRED NINETY SEVEN THOUSAND FIVE HUNDRED SEVENTY AND 61/100 DOLLARS (\$7,897,570.61) to SEVEN MILLION EIGHT HUNDRED SEVENTY FOUR THOUSAND EIGHT HUNDRED FIFTY SEVEN AND 90/100 DOLLARS (\$7,874,857.90).

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission found by Resolution dated December 15, 2005, that M/A-COM Critical Radio Systems, Inc. has completed its contract and is entitled to an additional and final payment under the terms of the said contract in the amount of THREE HUNDRED TWELVE THOUSAND NINE HUNDRED SIXTY SEVEN DOLLARS and 06/100 (\$312,967.06). A copy of said Resolution is attached hereto and incorporated herein as Exhibit "F".

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

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

SECTION 1

The Harrison County Board of Supervisors find that the contract with M/A-COM Critical Radio Systems, Inc. is now complete and M/A-COM Critical Radio Systems, Inc. is entitled to an additional and final payment under the terms of the contract.

SECTION 2

The Harrison County Board of Supervisors hereby authorizes an additional and final payment to M/A-COM Critical Radio Systems, Inc. in the amount of THREE HUNDRED TWELVE THOUSAND NINE HUNDRED SIXTY SEVEN DOLLARS and 06/100 (\$312,967.06).

The above and foregoing Order pertaining to the additional and final payment to M/A-COM was introduced by Supervisor W. Martin, who moved the adoption of same. Said Motion was seconded by Supervisor I. Benefield. Upon being put to vote, the results were as follows:

Supervisor BOBBY ELEUTERIUS voted	<u>Aye</u>
Supervisor LARRY BENEFIELD voted	<u>Aye</u>
Supervisor MARJIN LADNER voted	<u>Aye</u>
Supervisor WILLIAM MARTIN voted	<u>Aye</u>
Supervisor CONNIE ROCKCO voted	<u>Aye</u>

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body declared the motion carried and the Order adopted, on this the 6th day of February, 2006.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

RESOLUTION AUTHORIZING A REVISION TO THE FINAL PAYMENT  
TO M/A-COM CRITICAL RADIO SYSTEMS, INC.  
AND REQUESTING THE BOARD OF SUPERVISORS OF  
HARRISON COUNTY, MISSISSIPPI TO APPROVE SAME

WHEREAS, the Harrison County Emergency Communications Commission was created by the Board of Supervisors under authority of §19-5-305, Mississippi Code Annotated, as amended, and the Harrison County Emergency Communications Commission is governed and empowered according to §§ 19-5-301, et seq., Mississippi Code Annotated, as amended; and

WHEREAS, the Harrison County Emergency Communications Commission and the Harrison County Board of Supervisors, entered into a contract with M/A-COM Critical Radio Systems, Inc. on June 11, 2001, for the purchase and installation of components of a county-wide emergency communications system within Harrison County; and

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission by Resolution found that all the communications systems, equipment, contracts, assignments, leases, warranties, licenses, and other assets, which were the subject of its contract with M/A-COM Critical Radio Systems, Inc., were reasonable and necessary for carrying out the purposes and intent of §§ 19-5-301 through 19-5-319 of the Mississippi Code of 1972 Annotated, as amended; and

WHEREAS, the Harrison County Board of Supervisors found by Resolution dated June 11, 2001, that the equipment and communications system was necessary for carrying out the purposes of the E-911 Act (§19-5-301, et seq. of the Mississippi Code of 1972 Annotated, as amended), within Harrison County; and



**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

WHEREAS, the original contract between the Harrison County Board of Supervisors, Harrison County Emergency Communications Commission, and M/A-COM Critical Radio Systems, Inc., was for a total contract cost of SEVEN MILLION FIFTY TWO THOUSAND FIVE HUNDRED FIFTY SIX DOLLARS and 97/100 (\$7,052,556.97) which the Harrison County Board of Supervisors found to be fair market value; and

WHEREAS, since the contract date of June 11, 2001, the Harrison County Board of Supervisors have authorized the following Change Orders and Payments:

CONTRACT AMOUNT		PAYMENTS	
Original Contract	\$7,052,556.97	\$1,057,883.55	07/23/01
Change Order #1 - 10/01/01	-\$ 96,531.75	\$ 546,978.29	01/28/02
Change Order #2 - NO CHANGE to contract amount - 12/03/01	-0-	\$ 280,869.76	04/01/02
Change Order #3 - 05/13/02	+\$ 142,018.00	\$ 686,187.62	04/22/02
Change Order #4 - 10/28/02	+\$ 63,967.12	\$ 289,055.21	07/29/02
Change Order #5 - 10/28/02	+\$ 514,714.69	\$ 423,038.73	09/09/02
Change Order #6 - 03/24/03	+\$ 30,000.00	\$ 441,854.69	10/28/02
Change Order #7 - 03/24/03	+\$ 93,170.25	\$ 270,966.79	01/06/02
Change Order #8 - 03/24/03	+\$ 97,675.33	\$ 601,240.54	02/03/03
Total Contract Amount with Change Orders	\$7,897,570.61	\$ 217,322.49	05/05/03
		\$ 474,956.27	
		\$ 33,126.84	09/02/03
		\$ 162,751.49	
		\$ 259,315.27	
		\$ 333,330.02	10/27/03
		\$ 777,595.61	10/27/03

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

CONTRACT AMOUNT		PAYMENTS	
		\$ 21,259.16	12/08/03
		\$ 198,765.28	12/08/03
		\$ 485,393.23	12/06/04
		\$ 312,967.06	approval pending
<b>TOTAL PAYMENTS TO DATE</b>		<b>\$7,874,857.90</b>	
<b>DECREASE IN CONTRACT AMOUNT</b>		<b>\$ 22,712.71</b>	
<b>TOTAL PAID</b>		<b>\$7,897,570.61</b>	

and;

**WHEREAS**, the Commissioners of the Harrison County Emergency Communications Commission find that on November 18, 2004, a Resolution was approved requesting the approval of final payment in the amount of FOUR HUNDRED EIGHTY FIVE THOUSAND THREE HUNDRED NINETY THREE and 23/100 DOLLARS (\$485,393.23), and said payment was approved by the Harrison County Board of Supervisors; and

**WHEREAS**, the Commissioners for the Harrison County Emergency Communications Commission find that M/A-COM Critical Radio Systems did not agree that the FOUR HUNDRED EIGHTY FIVE THOUSAND THREE HUNDRED NINETY THREE and 23/100 DOLLARS (\$485,393.23) was final payment and requested additional compensation for equipment and services provided pursuant to the terms of this contract; and

**WHEREAS**, the Commissioners for the Harrison County Emergency Communications Commission and M/A-COM Critical Radio Systems have agreed that M/A-COM Critical Radio Systems is entitled to an additional THREE HUNDRED TWELVE THOUSAND NINE

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

HUNDRED SIXTY SEVEN AND 06/100 DOLLARS (\$312,967.06) as reflected in the invoice attached hereto as Exhibit "A" for services and equipment provided and represents the final payment due under the terms of this contract; and

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission find that M/A-COM Critical Radio Systems, Inc. has completed its contract and is entitled to an additional and final payment under the terms of said contract in the amount of THREE HUNDRED TWELVE THOUSAND NINE HUNDRED SIXTY SEVEN AND 06/100 DOLLARS (\$312,967.06); and

WHEREAS, the Commissioners for the Harrison County Emergency Communications Commission find that after the final payment in the amount of THREE HUNDRED TWELVE THOUSAND NINE HUNDRED SIXTY SEVEN AND 06/100 DOLLARS (\$312,967.06), the total contract price will be reduced from \$7,897,570.61 to \$7,874,857.90.

WHEREAS, the Commissioners of the Harrison County Emergency Communications Commission find that M/A-COM Critical Radio Systems, Inc. has completed its contract and is entitled to an additional and final payment under the terms of the said contract in the amount of THREE HUNDRED TWELVE THOUSAND NINE HUNDRED SIXTY SEVEN DOLLARS and 06/100 (\$312,967.06).

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

**SECTION 1**

The Commissioners of Harrison County Emergency Communications Commission respectfully request the Harrison County Board of Supervisors to find that the contract with

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

M/A-COM Critical Radio Systems, Inc. is now complete and M/A-COM Critical Radio Systems, Inc. is entitled to an additional and final payment under the terms of the contract.

**SECTION 2**

The Commissioners of Harrison County Emergency Communications Commission respectfully request the Harrison County Board of Supervisors to issue an additional and final payment to M/A-COM Critical Radio Systems, Inc. in the amount of THREE HUNDRED TWELVE THOUSAND NINE HUNDRED SIXTY SEVEN DOLLARS and 06/100 (\$312,967.06).

**RESOLVED** on this the 15th day of December, 2005.

The above and foregoing Resolution pertaining to final payment to M/A-COM Critical Radio Systems, Inc. was introduced by Commissioner Brisolara, who moved the adoption of same. Said Motion was seconded by Commissioner Dubuisson.

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

MELVIN BRISOLARA, Harrison County at Large	<u>AYE</u>
LINDA ATTERBERRY, City of Biloxi	<u>AYE</u>
STEVE DELAHOUSEY, Emergency Medical Services	<u>AYE</u>
LOU BISSONNETTE, City of D'Iberville	<u>AYE</u>
Chief JOHN DUBUISSON, Pass Christian Police Department	<u>AYE</u>
Chief GEORGE BASS, Long Beach Fire Department	<u>ABSENT</u>
Commander RANDY BROWN, City of Gulfport	<u>ABSENT</u>

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

WHEREUPON, Chairman Steve Delahousey declared the motion carried and the resolution adopted on the 15th day of December, 2005.

HARRISON COUNTY EMERGENCY  
COMMUNICATIONS COMMISSION

BY: 

ATTEST:



# MINUTES

## BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI

### FEBRUARY 2006 TERM



M/A-COM Inc.  
221 JEFFERSON RIDGE PARKWAY  
LYNCHBURG VA 24501

FEDERAL ID # 65-0916941

SEND PAYMENT SHOWING INVOICE NO. & INVOICE DATE TO  
M/A-COM, Inc.  
Dept. 1013  
ATI ANTA GA 31192-0432

**DIRECT CORRESPONDENCE ONLY TO:**  
M/A-COM, Inc.  
Tara Wilner  
221 JEFFERSON RIDGE PARKWAY  
LYNCHBURG, VIRGINIA 24501 (434) 455-9329

PAYMENT TERMS  
**NET 45**

CUSTOMER REFERENCE CONTRACT DATED 6/11/01	ORDER DATE 6/11/2001	OUR REFERENCE 19123	INVOICE NUMBER HC00028	INVOICE DATE 02/03/04
--	-------------------------	------------------------	---------------------------	--------------------------

CUSTOMER HARRISON COUNTY EMERGENCY COMMUNICATIONS COMMISSION ATTN: MR. JOHN EDWARDS 15309B COMMUNITY ROAD GULFPORT, MS 39503	DELIVERY ADDRESS (if other than customer) CC: ROOKKEEPING
---	--

SHIPPING REFERENCE NO.	DATE SHIPPED	SHIPPED FROM	SHIPPED BY	TERMS OF DELIVERY
------------------------	--------------	--------------	------------	-------------------

ITEM NO.	DESCRIPTION	NOTE	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
C444	TO INVOICE THE COUNTY OF HARRISON FOR TEN PERCENT (10%) OF CONTRACT PRICE DUE AT ACCEPTANCE OF SYSTEM COMPONENTS PER 1.5 PURCHASE PAYMENT SCHEDULE IN ACCORDANCE WITH SEC 4 PRICING (PARTS DETAIL REPORT) CONTAINED IN MAY 14, 2001 HARRISON COUNTY EDACS SYSTEM EXPANSION (MBP 21149)				
	<b>BILOXI</b>				
001	ANCILIARY MULTIPLEXERS		1	42,069.60	42,069.60
002	BACKUP CONTROL STATION		1	64,460.50	64,460.50
003	CONTROL POINT		1	79,633.40	79,633.40
004	BILOXI NORTH		1	341,384.76	341,384.76
005	BILOXI SOUTH		1	581,686.31	581,686.31
006	FIRE STATION PAGING		1	224,071.60	224,071.60
007	HARRISON COUNTY EXPANSION CONSOLE		1	300,715.10	300,715.10
008	HARRISON COUNTY CONSOLES		1	29,273.40	29,273.40
009	INTEROPERABILITY		1	86,697.36	86,697.36
	<b>HARRISON COUNTY/GULFPORT</b>				
010	CFC TO IMC UPGRADE		1	548,167.70	548,167.70
011	CONTROL POINT UPGRADE - GULFPORT		1	289,371.10	289,371.10
012	CSD300 TO CSD500 UPGRADE		1	57,715.00	57,715.00
013	NORTH SITE UPGRADE		1	248,475.60	248,475.60
014	SOUTH SITE UPGRADE		1	248,475.60	248,475.60
	<b>HARRISON GP WEST</b>				
015	GP WEST		1	504,327.04	504,327.04
	<b>VENDOR &amp; SERVICES</b>				
016	BILOXI NORTH		1	938,181.15	938,181.15
017	Chg ord No. 1 To Biloxi North Vendor		1	-96,531.75	-96,531.75
018	BILOXI SOUTH		1	451,171.35	451,171.35
019	GULFPORT NORTH		1	263,784.60	263,784.60
020	GULFPORT SOUTH		1	21,867.30	21,867.30
021	GULFPORT WEST		1	347,831.55	347,831.55
022	SYSTEMWIDE		1	1,341,442.85	1,341,442.85
023	SCAT OPTION (NOT INCLUDED)		1		\$



(Continued on Page 2)

**MINUTES  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
FEBRUARY 2006 TERM**

Page 2

024	CHANGE ORDER #3	1	\$ 142,018.00	\$ 142,018.00
025	CHANGE ORDER #4	1	\$ 63,967.12	\$ 63,967.12
026	CHANGE ORDER #5	1	\$ 514,714.69	\$ 514,714.69
027	CHANGE ORDER #6	1	\$ 30,000.00	\$ 30,000.00
028	CHANGE ORDER #7	1	\$ 93,170.25	\$ 93,170.25
029	CHANGE ORDER #8	1	\$ 97,675.33	\$ 97,675.33
	SUBTOTAL			7,855,816.51
	LESS 15% ADVANCE			-1,178,372.48
	LESS 45% ON DELIVERY			-3,535,117.43
	LESS 30% ON INSTALLATION			-2,356,744.95
	LESS 15% ADVANCE INVOICED & PAID FOR OPTIONAL SCAT SITE			-6,263.11
	NOTE: PENDING EXTRA SITE MANAGEMENT AND BILOXI PD/FD BUILDING IN-BUILDING COVERAGE SYSTEM CHANGE ORDERS ARE NOT INCLUDED			
	TOTAL BILLED ON INVOICE HC00025			779,318.54
0030	Additional 800 MHz coverage requirements inside the Biloxi Police and Fire Departments' Headquarters Building; equipment, material, and installation. (Reference Email from Bobby Long to Roger Boucher, dated 4/6/2005).	1	19,041.75	19,041.75
	TOTAL BILLED ON INVOICE HC00027			19,041.75
	TOTAL BALANCE DUE - INVOICES HC00025 & HC00027			798,360.29
	Return of Check number 6000104401			-485,393.23
	REMAINING BALANCE DUE (per Negotiation with Steve Tinsley)			312,967.06
			<b>TOTAL AMOUNT</b>	<b>\$ 312,967.06</b>

WE AFFIRM THAT THE GOODS COVERED BY THIS  
INVOICE WERE PRODUCED IN COMPLIANCE WITH THE APPLICABLE FEDERAL AND STATE  
LAW. ALL THE FEDERAL AND STATE LAWS, REGULATIONS, AND ORDINANCES THAT APPLY  
TO THE PRODUCTION OF THESE GOODS HAVE BEEN FULLY OBSERVED.

AN EQUAL OPPORTUNITY EMPLOYER

ORIGINAL INVOICE

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

Page 2

024	CHANGE ORDER #3	1	\$ 142,018.00	\$ 142,018.00
025	CHANGE ORDER #4	1	\$ 63,967.12	\$ 63,967.12
026	CHANGE ORDER #5	1	\$ 514,714.69	\$ 514,714.69
027	CHANGE ORDER #6	1	\$ 30,000.00	\$ 30,000.00
028	CHANGE ORDER #7	1	\$ 93,170.25	\$ 93,170.25
029	CHANGE ORDER #8	1	\$ 97,675.33	\$ 97,675.33
	SUBTOTAL			7,855,816.51
	LESS 15% ADVANCE			-1,178,372.48
	LESS 45% ON DELIVERY			-3,535,117.43
	LESS 30% ON INSTALLATION			-2,356,744.95
	LESS 15% ADVANCE INVOICED & PAID FOR OPTIONAL SCAT SITE			-6,263.11
	NOTE: PENDING EXTRA SITE MANAGEMENT AND BILOXI PD/FD BUILDING IN-BUILDING COVERAGE SYSTEM CHANGE ORDERS ARE NOT INCLUDED			
	TOTAL BILLED ON INVOICE HC00025			779,318.54
0030	Additional 800 MHz coverage requirements inside the Biloxi Police and Fire Departments' Headquarters Building; equipment, material, and installation. (Reference Email from Bobby Long to Roger Boucher, dated 4/6/2005)	1	19,041.75	19,041.75
	TOTAL BILLED ON INVOICE HC00027			19,041.75
	TOTAL BALANCE DUE - INVOICES HC00025 & HC00027			798,360.29
	Return of Check number 6000104401			-485,393.23
	REMAINING BALANCE DUE (per Negotiation with Steve Tinsley)			312,967.06
			<b>TOTAL AMOUNT</b>	<b>\$ 312,967.06</b>

NOT A CONTRACT. SEE THE TERMS COVERED IN THE  
 CONTRACT. THIS IS A SUMMARY OF THE REQUIREMENTS OF THE BOARD.  
 IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE BOARD SECRETARY AT 601-375-1000.

AN EQUAL OPPORTUNITY EMPLOYER

ORIGINAL INVOICE

**M I N U T E S**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Supervisor **MARLIN R. LADNER** 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, as listed:

Robert Bailey to participate in the National Emergency Number Association Technical/Operational Development Conference in Orlando, Florida February 26 - March 2, 2006.

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER FINDING THAT HARRISON COUNTY QUALIFIES FOR ROUND  
 7 RURAL FIRE TRUCK ACQUISITION ASSISTANCE PROGRAM FUNDS  
 IN THE AMOUNT OF \$70,000.00 AND AUTHORIZING FILING OF AN  
 ADDENDUM FOR ROUND 7 TO AMEND THE ORIGINAL  
 APPLICATION FROM CATEGORY C MOBILE WATER SUPPLY  
 PURCHASE TO CATEGORY B INITIAL ATTACK PUMPER DUE TO  
 REVISED GOALS AND OBJECTIVES RESULTING FROM HURRICANE  
 KATRINA**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY FIND that Harrison County qualifies for Round 7 rural fire truck acquisition assistance program funds in the amount of \$70,000.00 and the Board does HEREBY AUTHORIZE filing of an addendum for Round 7 to amend the original application from Category C Mobile Water Supply purchase to Category B Initial Attack Pumper due to revised goals and objectives resulting from hurricane Katrina. Category B will allow acquisition of a new initial attack pumper for under \$70,000.00 with no additional funds required from the County.

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing Order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

MINUTES  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
FEBRUARY 2006 TERM

---

THIS PAGE  
LEFT BLANK  
INTENTIONALLY

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Supervisor LARRY BENEFIELD moved the adoption of the following Resolution:

A RESOLUTION OF THE HARRISON COUNTY BOARD OF SUPERVISORS HONORING THE LIFE AND SERVICE OF GARY W. KISTLER, SR., AND FOR RELATED PURPOSES.

WHEREAS, upon the death of Gary W. Kistler, Sr. on February 5, 2006, Harrison County, and the Harrison County Fire Services lost a loyal and dedicated Fire fighter; and

WHEREAS, Gary Kistler joined the Saucier Volunteer Fire Department in 1976; and

WHEREAS, he was hired as a full-time employee with the Harrison County Fire Services on October 1, 1986, where he provided outstanding and dedicated service until the time of his death; and

WHEREAS, Gary Kistler's service as a fire fighter extended over a span of thirty (30) years; and

WHEREAS, he was a dedicated member of the Mississippi Fire Fighters Association, the Mississippi Fire Chiefs Association, and the Mississippi Volunteer Fire Fighters Association; and

WHEREAS, among his many duties and responsibilities with the Harrison County Fire Services, his greatest sense of accomplishment came from teaching children fire safety and fire prevention as he traveled through Jackson, Pearl River, Hancock, George, and Stone County displaying the Harrison County Fire Services Fire Safety House to children of all ages; and

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

WHEREAS, upon his return from these trips, he would always relate a story of how some child had touched his heart during the trip; and

WHEREAS, among his many other accomplishments was his certification as a State Fire Fighter, and a National Emergency Medical Technician; and

WHEREAS, he served as an instructor in first aid, CPR, and AED, as well as driver training for volunteers; and

WHEREAS, he provided outstanding leadership through his service on the Mississippi Minimum Standards Board for Volunteer Fire Fighters, and the PER Review Board of the Fire Act Grant Program at the National Fire Academy; and

WHEREAS, all of these accomplishments came after completing a distinguished career in the military, spanning 26 years, when he retired as a Chief Petty Officer; and

WHEREAS, it is fitting that Harrison County, the Harrison County Fire Services, and the Citizens of Harrison County honor the life and service of Gary W. Kistler, Sr.

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

SECTION I: Upon the adoption of this Resolution, the Harrison County Board of Supervisors, on behalf of the Harrison County Fire Services and the Citizens of Harrison County, does hereby honor the life and service of Gary W. Kistler, Sr.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

SECTION II. That a certified copy of this Resolution shall be spread upon the official Minutes of the Harrison County Board of Supervisors, there to remain a permanent testament to the life and service of Gary W. Kistler, Sr.

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

Supervisor CONNIE ROCKCO	voted	<u>AYE</u>
Supervisor LARRY BENEFIELD	voted	<u>AYE</u>
Supervisor BOBBY ELEUTERIUS	voted	<u>AYE</u>
Supervisor MARLIN LADNER	voted	<u>AYE</u>
Supervisor WILLIAM MARTIN	voted	<u>AYE</u>

The majority of the members present having voted in the affirmative, the Motion was declared carried, and the Order adopted on this the 6th day of February, 2006.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER ACKNOWLEDGING RECEIPT OF ONE BULLARD T1  
COMMANDER THERMAL IMAGER SN TIC5986 DONATED BY THE  
CUEVAS VFD AND REQUESTING THE INVENTORY CLERK TO PLACE  
SAME ON THE COUNTY'S INVENTORY LIST**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of one Bullard T1 Commander thermal imager SN TIC5986 donated by the Cuevas VFD; and the Board does HEREBY REQUEST the Inventory Clerk to place same on the County's inventory list.

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing Order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*



**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER SPREADING ON THE MINUTES TERMINATIONS FOR THE  
HARRISON COUNTY SHERIFF'S DEPARTMENT, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY SPREAD ON THE MINUTES terminations for the Harrison County Sheriff's Department, as listed:

James Nicholson, Corrections Officer, full time, effective 1/11/06.

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER SPREADING ON THE MINUTES RESIGNATIONS FOR THE  
HARRISON COUNTY SHERIFF'S DEPARTMENT, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY SPREAD ON THE MINUTES resignations for the Harrison County Sheriff's Department, as listed:

David Archer, Deputy (Patrol), full time, effective 1/20/06.

Vickie Cornett, Corrections Officer, full time, effective 1/27/06.

Kenneth Roberson, Corrections Officer, full time, effective 2/2/06.

Rebecca Collins, Civilian, part time, effective 1/27/06.

Gena Lea, Dispatcher, full time, effective 2/1/06.

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER SPREADING ON THE MINUTES EMPLOYMENT AND  
 CHANGES FOR THE HARRISON COUNTY SHERIFF'S DEPARTMENT,  
 AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY SPREAD ON THE MINUTES employment and changes for the Harrison County Sheriff's Department, as listed:

Tim Senseney, Deputy (Patrol), full time, at a rate of \$1184.68 bimonthly, effective 2/1/06.

Floyd Sherrell, Deputy (Patrol), full time, at a rate of \$1184.68 bimonthly, effective 1/23/06.

Christian Oatis, Deputy (Patrol), full time at a rate of \$1123.88 bimonthly, effective 2/1/06.

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER SPREADING ON THE MINUTES EMPLOYMENT AND  
CHANGES FOR DRUG COURT, AS RECOMMENDED BY CIRCUIT  
COURT JUDGE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY SPREAD ON THE MINUTES employment and changes for Drug Court, as recommended by Circuit Court Judge:

Elizabeth "Kim" Williams, Drug Court Counselor, regular full time at a rate of \$1666.66 bimonthly, effective 1/23/06.

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE  
MANAGED ORGAN/TISSUE TRANSPLANT POLICY SCHEDULE WITH  
ZURICH AMERICAN INSURANCE CO.**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE the Board President to execute the following Managed Organ/ Tissue Transplant Policy Schedule with Zurich American Insurance Co.:



### Policy Schedule

Policyholder: Harrison County Board of Supervisors  
1801 23<sup>rd</sup> Avenue  
Gallport, MS 39501

Policy Date: August 1, 2005

Policy Number: ODT 3760920

Premium Due Date: August 1, 2005 then monthly thereafter

The Policyholder has selected the following Critical Care Benefits Plan: Managed Organ/Tissue Transplant Benefit Program

Classification of Eligible Employees: All employees covered by Harrison County Board of Supervisors.

Classification of Eligible Dependents:

1. The lawful spouse of an Eligible Employee
2. The unmarried child(ren) of an Eligible Employee including stepchildren, legally adopted children, and children in the custody of the Eligible Employee as a result of an interim court order of adoption. Eligible dependent must be under age 19 or age 23 while a full time student at an accredited school, college, or university) and have the same address as such Eligible Employee. If an Eligible Dependent Child is mentally retarded or physically handicapped, insurance will not stop at age 19 or age 23 if the child is both: 1) incapable of self-sustaining employment by reason of mental retardation or physical handicap, and 2) chiefly dependent upon the Eligible Employee for support and maintenance. Proof of incapacity and dependency must be sent to the Company for the Eligible Dependent Child within 31 days of the child reaching age 19 or 23. Continuing proof may be required by the Company but not more often than annually. A dependent is not eligible if on active duty in the armed forces of any country or authority.

COBRA Qualified Beneficiaries: All Employees who are eligible for COBRA benefits under Harrison County Board of Supervisors health plan are eligible benefits under the Managed Transplant Benefit Plan.

Participation Requirements: All employees covered by Harrison County Board of Supervisors health plan

Minimum Number of Lives: 730 Employees

Non-Contributory

Pre-existing Conditions Limitations: The lesser of the pre-existing conditions outlined in the policy or the pre-existing condition requirements of Harrison County Board of Supervisors should there be a pre-existing clause

Waiting Period: None

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---



**Benefit Period:** The period that begins 10 consecutive days before the Organ or Tissue Transplant is performed and ends 12 consecutive months after the date of surgery. For a bone marrow tissue transplant, the date the marrow is reinfused is deemed the date of the transplant.

**Claim Basis:** Eligible services incurred 12 consecutive months from the date of transplant for transplants that take place during the policy period from August 1, 2005 through July 31, 2006. Eligible services paid/reported/ filed within 14 months from the end of the policy period

**Rate Guarantee:** August 1, 2005 through July 31, 2006

**In Network Benefits:** 100% of transplant related charges

**Out of Network Benefits:** 60% of transplant related charges subject to limitations in the policy

**Maximum Lifetime Benefit Per Member:** \$1,000,000

**Premium Rates:** \$3.40 Single  
\$7.77 Family

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, in duplicate, by their duly authorized representatives.

ZURICH AMERICAN INSURANCE CO.  
SUPERVISORS

HARRISON COUNTY BOARD OF  
SUPERVISORS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**M I N U T E S**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER APPROVING PAYMENT OF ACCIDENT RELATED CLAIMS TO  
BE PAID FROM THE TORT ACCOUNT, AS RECOMMENDED BY  
ASSOCIATED ADJUSTERS**

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 recommended by Associated Adjusters:

\$3381.53 payable to GEICO Direct for payment of their subrogation claim on Crystal Borzik & Marilyn Crowley.

\$115.40 payable to Enterprise Rent-A-Car on claim of Marilyn Crowley.

\$2,850.00 payable to Fred Newman for damage to vehicle.

\$1,061.19 payable to John Olier and Susan Olier for damage to vehicle.

\$1,716.99 payable to JoAnne McDonald for auto damage and rental vehicle.

\$1,453.25 payable to Anika White for auto damage and rental vehicle.

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER APPROVING PAYMENT FROM THE TORT ACCOUNT TO  
ASSOCIATED ADJUSTERS INC. FOR SERVICES RENDERED, AS  
LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment from the Tort Account to Associated Adjusters Inc. for services rendered, as listed:

\$395.50 on claim of Rachel Vogle.

\$242.00 on claim of Justin Cranford.

\$502.75 on claim of Kathleen Morrow.

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

The Sheriff's representative reported that 759 persons are currently housed in the Harrison County Jail Facilities and 94 at the Work Center.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER APPROVING THE "NONCOMPENSATED SPECIAL CONTRACT  
AGENT" CONTRACT WITH THE MISSISSIPPI BUREAU OF NARCOTICS  
ALLOWING DAVID BRANDON LADNER TO PARTICIPATE IN C-NET  
AND AUTHORIZING THE PRESIDENT TO EXECUTE SAME**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the "NONCOMPENSATED SPECIAL CONTRACT AGENT" Contract with the Mississippi Bureau of Narcotics allowing David Brandon Ladner to participate in C-NET and the Board does HEREBY AUTHORIZE the president to execute same, said contract being as follows:

STATE OF MISSISSIPPI  
COUNTY OF HINDS

NONCOMPENSATED SPECIAL CONTRACT AGENT

CONTRACT

THIS AGREEMENT, made between the Director of the Mississippi Bureau of Narcotics, P. O. Box 7459, Jackson MS 39282, hereinafter referred to as "Director", and DAVID BRANDON LADNER, to be called a NONCOMPENSATED SPECIAL CONTRACT AGENT, hereinafter referred to as "SCA".

WITNESSETH:

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

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

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

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

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

I. DUTIES

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

II. STATUS OF SPECIAL CONTRACT AGENT

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

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

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

**III. SERVICES OF SCA**

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

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**IV. DURATION OF CONTRACT AND TERMINATION REQUIREMENTS**

Notwithstanding the fact that this agreement may or may not be executed by the parties on the same date, it is specifically understood and agreed that this contract shall commence on **DECEMBER 12, 2005** and shall terminate on **DECEMBER 11, 2006**, unless terminated otherwise as stated below. However, in no case shall the duration of this contract exceed one year, to be renewed at the option of both parties.

Either party hereto may sooner terminate this agreement, without cause and for any reason satisfactory to the party desiring such, upon forty-eight (48) hours written notice, computed from the date of the postmark. Such notice shall be sent by certified mail/return receipt to the Mississippi Bureau of Narcotics, ATTENTION: Director, at P.O. Box 7459, Jackson MS 39282, or to SCA at **11250 RIVER BEND DRIVE, GULFPORT, MS 39503**. Notice to the permanent employer of SCA will also be given by the Bureau. Notice given pursuant to the provisions of this paragraph shall be deemed sufficient for all purposes.

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

**M I N U T E S**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

This contract shall automatically terminate at such time as SCA shall be adjudicated insane or shall otherwise suffer physical or mental disabilities which render him incapable of fully performing the duties required of him by this contract. The Mississippi Bureau of Narcotics shall have sole discretion to determine whether SCA is suffering from such physical or mental disabilities which render him incapable of fully performing the duties required of him by this contract. Should this contract be terminated under this paragraph as a result of SCA's physical or mental disabilities, SCA shall be given immediate notice of said termination.

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

V. ASSIGNABILITY

SCA shall not assign any of his rights or duties arising under this contract, without the express written consent of the Director. Such unauthorized assignment shall automatically terminate

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

this contract and no notice of such termination shall be required.

**VI. ELIGIBILITY OF SCA**

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

**VII. WAIVER OF CLAIM FOR DAMAGE**

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

**VIII. BONDED/INSURANCE**

SCA promises that he is an authorized **DEPUTY SHERIFF** and that prior to entering upon the discharge of duties as an SCA, he entered into a good and sufficient surety bond with a surety company authorized and doing business within the State of Mississippi and is individually named on the bond and such bond conditioned upon the faithful performance of the duties of his office and said bond covers SCA when working outside the jurisdiction of his employer as an SCA. Any and all liability to third persons not parties to this agreement shall be the total responsibility of SCA, his

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

surety, or the law enforcement unit, department, office or agency wherein SCA is regularly employed. The SCA's employer does hereby sign below acknowledging that the SCA is bonded and is individually named on the bond. Further, SCA certifies that his permanent employer has liability insurance that covers his performance of duty as an SCA and said insurance is effective outside the jurisdiction of the permanent employer.

**IX. MISCELLANEOUS**

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

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

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

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

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

**X. SPECIAL PROVISIONS**

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

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

As a condition before entering into this Agreement, SCA agrees to provide the Bureau on demand with information required to conduct a background investigation, satisfactory results of polygraph and urinalysis testing from sources acceptable to the Bureau, certification of Surety Bond/Liability Insurance Coverage, and certification of weapons qualification.

IN WITNESS WHEREOF, the parties have knowingly and willfully covenanted agreement on this the \_\_\_ day of \_\_\_\_\_, 2005.

MISSISSIPPI BUREAU OF NARCOTICS

BY: \_\_\_\_\_  
DIRECTOR

\_\_\_\_\_  
WITNESS

BY \_\_\_\_\_  
SPECIAL CONTRACT AGENT

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

I certify that:

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

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

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

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

(5) That this request to appoint **DAVID BRANDON LADNER** as an SCA and the accompanying obligation to provide legal representation and costs has been recorded in the minutes of the **BOARD OF SUPERVISORS MEETING**.

*Dianne Stoenade*  
WITNESS

*[Signature]*  
SHERIFF,  
HARRISON COUNTY  
(Signature)

George H. Payne, Jr.  
(Printed Name)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BOARD OF SUPERVISORS

\_\_\_\_\_  
(Printed Name)

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER AUTHORIZING THE PURCHASE OF A SEIZED 1997 JEEP  
CHEROKEE FROM THE DEA FOR \$572.77 PAYABLE FROM  
ACCOUNT 114-215-921 TO THE US MARSHALS SERVICE**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE the purchase of a seized 1997 Jeep Cherokee from the DEA for \$572.77 payable from account 114-215-921 to the US MARSHALS Service.

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

Supervisor **BOBBY ELEUTERIUS** 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 claims docket, per statute.

FUND DESCRIPTION	BEGINNING CLAIM	ENDING CLAIM
001 GENERAL COUNTY	1815	2026
012 DRUG COURT	15	15
030 FEDERAL GRANT	90	99
061 RSVP FEDERAL	139	251
063 CACFP CHILD ADULT CARE FOOD PROG.	1	1
096 REAPPRAISAL FUND	18	18
097 EMERGENCY 911 FUND	97	101
098 PORT AND HARBOR	9	9
106 VOLUNTEER FIRE	98	115
114 SHERIFF'S FORFEITURE FUND	23	23
115 SHERIFF'S CANTEEN FUND	42	42
125 STATE TRIAD GRANT	58	65
150 ROAD FUND	448	494
156 ROAD PROTECTION FUND	93	102
160 BRIDGE & CULVERT FUND	33	33
170 IVAN 9-16-04	336	380
650 JUDICIAL ASSESSMENT CLEARING	35	41
655 REGIONAL AIRPORT	9	9
681 PAYROLL CLEARING	206	210
682 WORKMEN'S COMP SELF-INSURANCE	10	10
690 COMMUNITY COLLEGE MAINT/SUP	5	5
691 COMMUNITY COLLEGE SUPP/REPAIR	5	5
693 MGCCC FUND	3	3
696 GULFPORT WATER DEPT.	5	5
697 LONG BEACH WATER MGT LB DRAIN	37	45
698 D'IBERVILLE W/S DISTRICT	5	5
699 P/C H/P WATER & SEWER DISTRICT	5	5

**M I N U T E S**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 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 <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER APPROVING FEE SETTLEMENT PAYMENT TO HARRISON  
COUNTY CONSTABLES FOR THE MONTH OF JANUARY 2006, AS  
SUBMITTED BY THE JUSTICE COURT CLERK AND ON FILE WITH  
THE CLERK OF THE BOARD**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE fee settlement payment to Harrison County constables for the month of January 2006, as submitted by the Justice Court Clerk and on file with the Clerk of the Board.

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> voted	AYE

The Motion having received the affirmative vote from the majority of the supervisors present, the motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Supervisor **MARLIN R. LADNER** 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 claims, as listed:

- 1) \$5,844.95 to Shaw Design Group, Invoice #2565-1, reroofing of Biloxi Courthouse, payable from 170 367 641.
- 2) \$1,670.35 to Dukes, Dukes, Keating & Faneca, general administrative work for Sheriff's Department, Inv. #27211.
- 3) \$8,460.04 to Meadows Riley Law Firm, general County billing for January 2006.
- 4) \$92,500.00 to Health Assurance, LLC, medical services for Adult Detention Center for January 2006, payable from 001 211 522.
- 5) \$8,970.00 to Health Assurance, LLC, medical services for Juvenile Detention Center for January 2006, payable from 001 223 552.

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Supervisor **MARLIN R. LADNER** moved adoption of the following:

**ORDER APPROVING PAYMENT OF LONG BEACH WATER  
MANAGEMENT DISTRICT DOCKET OF CLAIMS APPROVED AT ITS  
JANUARY 19, 2006 MEETING, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment of Long Beach Water Management District Docket of Claims approved at its January 19, 2006 meeting, as listed:

a) Dukes, Dukes, Keating & Faneca, \$2,996.78

b) Riddick Family Trust, \$430.00

c) BellSouth, \$44.18

d) Entex, \$12.46

e) Mississippi Power, \$22.98

f) Seymour Engineering, \$1,800.00

g) Seymour Engineering, \$1,350.00

h) Stewart Sneed Hewes, \$100.00

i) The Sun Herald, \$1,017.49

j) David Marshall, \$40.00

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER APPROVING TOTAL PAYMENT OF \$11,877.59 TO DUKES,  
DUKES, KEATING & FANCA FOR TORT LITIGATION SERVICES, AS  
LISTED, PAYABLE FROM THE TORT ACCOUNT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE total payment of \$11,877.59 to Dukes, Dukes, Keating & Faneca for tort litigation services, as listed, payable from the tort account:

Jackson v. HCSD, Inv. 27212, \$50.00  
Graves v. HCSD, Inv. 27213, \$278.20  
Melear v. HCSD, Inv. 27214, \$348.99  
Smith v. HCSD, Inv. 27215, \$1,424.50  
Harris v. HCSD, Inv. 27216, \$1,196.56  
Waltman v. HCSD, Inv. 27217, \$247.53  
Lizana v. Payne, et al., Inv. 27218, \$265.00  
Clayton v. Payne, et al., Inv. 27219, \$40.17  
McCullen v. HCSD, Inv. 27220, \$255.00  
Cranford v. HCSD, Inv. 27221, \$529.30  
Oliver v. Riley, et al., Inv. 27222, \$345.00  
Duffy v. Sheriff, Inv. 27223, \$175.00  
Riley v. Payne, Inv. 27224, \$175.00  
Hale v. HCSD, Inv. 27226, \$290.00  
John Anderson v. HCSD, Inv. 27227, \$356.03  
Roles v. HCSD, Inv. 27228, \$175.00  
Cox v. Sheriff, Inv. 27229, \$515.00  
Rawls v. HCSD, Inv. 27230, \$460.70  
Vanderburg v. HCSD, Inv. 27231, \$235.00  
Knight v. HCSD, Inv. 27232, \$4,355.61  
Rodney Worsham v. HCSD, Inv. 27233, \$50.00  
Boone v. HCSD, Inv. 27234, \$110.00

**M I N U T E S**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Supervisor **MARLIN R. LADNER** moved adoption of the following:

**ORDER ACKNOWLEDGING RECEIPT OF, AND SPREADING ON THE  
BOARD MINUTES, LETTER FROM JIM HOOD, ATTORNEY GENERAL,  
STATE OF MISSISSIPPI, DATED SEPTEMBER 30, 2005, APPROVING  
THE INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN HARRISON COUNTY AND THE LONG BEACH SCHOOL  
DISTRICT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of, and the Board does HEREBY SPREAD ON THE BOARD MINUTES, letter from Jim Hood, Attorney General, State of Mississippi, dated September 30, 2005, approving the Interlocal Governmental Cooperation Agreement between Harrison County and the Long Beach School District, said letter being as follows:

STATE OF MISSISSIPPI



JIM HOOD  
ATTORNEY GENERAL

OPINIONS  
DIVISION

September 30, 2005

Karen J. Young  
Meadows Riley Law Firm  
P.O. Drawer 550  
Gulfport, Mississippi

Re: Interlocal Governmental Cooperation Agreement by and between Harrison County, MS and the Long Beach School District

Dear Ms. Young,

Attorney General Jim Hood has received your request to review and approve the above-referenced Interlocal Agreement between Harrison County and the Long Beach School District.

We have examined the Agreement pursuant to the Interlocal Cooperation Act of 1974 and find that the Agreement is in proper form and compatible with state law, and is hereby approved. Prior to becoming effective, the Agreement must be filed with the Chancery Clerk of each county in which any party to the Agreement is located and with the Secretary of State. Further, the Agreement must be filed with the State Auditor within sixty (60) days of its effective date.

If our office may be of further assistance, please advise.

Sincerely,

Ellen O'Neal  
Special Assistant Attorney General

**M I N U T E S**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER AUTHORIZING REFUND FOR ERRONEOUS TAX SALES, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE refund for erroneous tax sales, as listed:

JOHN McADAMS -- FIRST JUDICIAL DISTRICT

- 1) \$681.57, Parcel 0606-13-002-000, HE deleted in error.
- 2) \$1857.52, Parcel 0811F-05-031.000, exempt property.

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing Order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER APPROVING TOTAL PAYMENT OF \$3,876,002.16 TO W. C. FORE TRUCKING, INC. FOR HURRICANE KATRINA STORM DEBRIS REMOVAL, AS LISTED, RECOMMENDED FOR PAYMENT BY R. W. BECK, INC. AND PAYABLE FROM 170 363 581**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE total payment of \$3,876,002.16 to W. C. Fore Trucking, Inc. for Hurricane Katrina storm debris removal, as listed, recommended for payment by R. W. Beck, Inc. and payable from 170 363 581:

1) Inv. #12005113, being \$1,122,336.89 less retainage of \$112,233.69 for a payment of \$1,010,103.20.

2) Inv. #12005114, being \$1,056,853.75 less retainage of \$105,685.38 for a payment of \$951,168.37.

3) Inv. #12005125, being \$1,249,307.09 less retainage of \$124,930.71 for a payment of \$1,124,376.38.

4) Inv. #12005126, being \$878,171.34 less retainage of \$87,817.13 for a payment of \$790,354.21.

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER APPROVING TOTAL PAYMENT OF \$2,614,836.24 TO TCB  
CONSTRUCTION CO., INC. FOR HURRICANE KATRINA STORM  
DEBRIS REMOVAL, AS LISTED, RECOMMENDED FOR PAYMENT BY  
R. W. BECK, INC. AND PAYABLE FROM 170 363 581**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE total payment of \$2,614,836.24 to TCB Construction Co., Inc. for Hurricane Katrina storm debris removal, as listed, recommended for payment by R. W. Beck, Inc. and payable from 170 363 581:

- 1) Inv. #0510-1-15, being \$29,450.72 less retainage of \$2,945.07 for a payment of \$26,505.65.
- 2) Inv. #0510-1-16, being \$2,080.12 less retainage of \$208.01 for a payment of \$1,872.11.
- 3) Inv. #0510-3-13, being \$117,291.59 less retainage of \$11,729.16 for a payment of \$105,562.43.
- 4) Inv. #0510-3-15, being \$38,897.59 less retainage of \$3,889.76 for a payment of \$35,007.83.
- 5) Inv. #0510-3-16, being \$147,563.62 less retainage of \$14,756.36 for a payment of \$132,807.26.
- 6) Inv. #0510-3-17, being \$133,977.96 less retainage of \$13,397.80 for a payment of \$120,580.16.
- 7) Inv. #0516-1-1, being \$235,084.00 less retainage of \$23,508.40 for a payment of \$211,575.60 (leaners & hangers).
- 8) Inv. #0516-4, being \$2,201,028.00 less retainage of \$220,102.80 for a payment of \$1,980,925.20 (leaners & hangers).

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER APPROVING TOTAL PAYMENT OF \$9,321.84 TO MEADOWS  
RILEY LAW FIRM FOR TORT LITIGATION BILLINGS, AS LISTED,  
PAYABLE FROM THE TORT ACCOUNT**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE total payment of \$9,321.84 to Meadows Riley Law Firm for tort litigation billings, as listed, payable from the tort account:

Leroy M. Adams, \$25.00  
Mark Bourt, \$225.00  
Patricia Graves, \$25.00  
Norma Howard, \$1,021.99  
April Kimbrough, \$350.00  
James Melear, \$200.00  
Sharon Parker, \$1,250.00  
Richard Patton, \$2,350.00  
Paula Pierce, \$200.00  
Chris Ross, \$100.00  
Stanley Sapia, \$50.00  
Frank Seigfried, \$425.00  
Steve Threadgill, \$200.00  
Calvin Smith, \$200.00  
Joseph Wells, \$2,699.85

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER ACKNOWLEDGING RECEIPT OF, AND SPREADING ON THE  
BOARD MINUTES, THE EXECUTED CONTRACT WITH WRIGHT, CPA  
GROUP, TO PERFORM HARRISON COUNTY'S AUDITS FOR FY 2005  
AND FY 2006**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of, and the Board does HEREBY SPREAD ON THE MINUTES, the executed contract with Wright, CPA Group, to perform Harrison County's audits for FY 2005 and FY 2006, said contract being as follows:

**CONTRACT FOR PROFESSIONAL SERVICES**

This document reflects a contractual agreement among the Office of the State Auditor, Harrison County (herein referred to as the "County") and Wright, CPA Group (herein referred to as the "Firm") to provide services, materials and personnel to perform the work as specified in paragraph 1.

1. The County and the Office of the State Auditor desires to engage the Firm to render the following professional audit services for the County for the 2004-2005 and 2005-2006 fiscal years:
  - A Perform a financial audit for all funds of the County.
  - B Perform a compliance audit with applicable state and federal laws and regulations.
  - C Perform Items A and B above in conformity with professional standards, laws, rules, regulations and guidelines as contained in, but not limited to, the documents identified in paragraph 4 of this contract.
2. The following people have been empowered to act as the duly authorized representatives for this contract:

Office of the State Auditor

Name William R. Doss, CPA

Title Director, Financial and Compliance Audit Division

Harrison County, Mississippi

Name John McAdams

Title Chancery Clerk

Wright, CPA Group CPA Firm

Name Willoughby C. Wright, CPA

Title President

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

3. The Firm shall receive as compensation to be paid by the County for the described auditing services a fee not to exceed:

\$ 34,000.00 for the audit for the 2004-2005 fiscal year.

\$ 34,000.00 for the audit for the 2005-2006 fiscal year.

The said fee is based on:

680 hours at \$ 50.00 per hour for the 2004-2005 fiscal year audit.

680 hours at \$ 50.00 per hour for the 2005-2006 fiscal year audit.

The Firm shall not receive as compensation an amount greater than the actual hours worked multiplied by the rate per hour for the applicable fiscal year. The Firm will receive no more than the agreed upon compensation no matter the number of hours worked except as provided in paragraph 20.

4. The professional services will be performed in conformity with the following:

- A Generally accepted auditing standards and the industry audit guide, Audits of State and Local Governmental Units, established by the American Institute of Certified Public Accountants.
- B Statements of financial accounting standards as prescribed by the Financial Accounting Standards Board and the Governmental Accounting Standards Board.
- C Government Auditing Standards, as required by the U.S. General Accounting Office (The Yellow Book).
- D OMB Circular A-133, Compliance Supplement and other related OMB Circulars.
- E The Single Audit Act Amendments of 1996.
- F Mississippi Code Annotated (1972) for compliance with applicable state laws.
- G The required audit program and related forms and examples given the Firm by the Office of the State Auditor. This provision refers to Mississippi Code Section 7-7-211(k).

5. The Firm shall report immediately to the County and the Office of the State Auditor any preliminary findings of possible fraud, misapplication or misappropriation of funds.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

6. The County and/or the Office of the State Auditor has the right to reject any work *not* meeting the terms of this contract. Should either reject any services, the County's or the Office of the State Auditor's authorized representative shall notify the Firm in writing of such rejection giving reason therefore. The right to reject services shall extend throughout the terms of this contract.
7. The Firm shall provide a draft report and the completed workpapers to the Office of the State Auditor for review and approval. If a Single Audit, this must be provided to the Office of the State Auditor no later than May 15, 2006, for the fiscal year 2005 audit and May 15, 2007, for the fiscal year 2006 audit. If there is no Single Audit, the draft report and completed workpapers must be provided to the Office of the State Auditor no later than July 15, 2006, for the fiscal year 2005 audit and July 15, 2007, for the fiscal year 2006 audit. Upon notification by the Office of the State Auditor, the Firm shall make any necessary corrections to the report or the workpapers due to this review, and these corrections shall be made within one month of the submission date. Upon approval, the workpapers remain the property of the Firm, with the Office of the State Auditor retaining the right to access them as necessary. The records shall be maintained for at least three (3) years; however if any litigation or other legal action has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.
8. If a Single Audit, the Firm shall provide seven (7) copies of the completed signed report to the Office of the State Auditor by June 30, 2006 for the fiscal year 2005 audit and June 30, 2007 for the fiscal year 2006 audit. If a Single Audit, the Firm shall submit the required reporting package and data collection form to the Federal Audit Clearinghouse. If there is no Single Audit, the Firm shall provide seven (7) copies of the completed signed report to the Office of the State Auditor by August 31, 2006 for the fiscal year 2005 audit and August 31, 2007 for the fiscal year 2006 audit.
9. The Firm shall also provide six (6) copies of the completed signed reports to the County, with synopsis instructions, at the same time it provides the reports discussed in paragraph 8.
10. The Firm's letter, dated August 22, 2005, which contains the price quote, shall be incorporated as a part of this contract.
11. The Firm shall keep on file monthly progress reports which detail the work completed during the month and shall make these reports available to the County and/or the Office of the State Auditor for review, if requested.
12. The Firm will be entitled to interim payments, which shall not exceed 70% of the contract amount for the applicable fiscal year, from the County. The Firm shall submit a final invoice for all work performed. This invoice shall provide the number of hours worked by each employee. The final payment of the annual contract amount will be paid by the County upon completion of the audit services and acceptance by the Office of the State Auditor and the County. The County shall not pay any part of the final 30% owed the firm until the County has received written permission from the Office of the State Auditor to do so. The Firm will not be entitled to compensation from the County for correction of any deficient work found in the Office of the State Auditor's review.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

13. The authorized representative of the Office of the State Auditor is empowered to accept and approve, or reject the services furnished by the Firm in compliance with the provisions of this contract and the attached schedule.
14. The contract shall expire 120 days after the final services have been rendered.
15. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner, as determined by the County and/or the Office of the State Auditor, its obligations under this contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this contract, the County and/or the Office of the State Auditor, shall thereupon have the right to terminate this contract by giving written notice to the Firm of such termination and specifying the effective date of such termination. Furthermore, the Firm is considered to have an ethical duty to notify the Office of the State Auditor as soon as possible if the deadlines can not be met. In the event the contract is terminated, all finished or unfinished working papers, tests, surveys, checklists, forms, manuals, reports or other materials prepared by the Firm under this contract shall become the property of the County, and the Firm shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
16. If the Firm fails to meet the submission date for the draft report and completed workpapers described in paragraph 7, the County will reduce the agreed compensation by 5% of the contract price for the applicable fiscal year.
17. If the Firm fails to meet the submission date for the final reports described in paragraphs 8 and 9 by less than thirty days, the County will reduce the agreed compensation by 10% of the contract price for the applicable fiscal year. If the reports described in paragraphs 8 and 9 are overdue by thirty days or more, the County will reduce the agreed compensation by 20% of the total contract price for the applicable fiscal year.
18. The County and/or the Office of the State Auditor may terminate this contract at any time, for any reason other than those reasons contained in paragraph 15 above, by giving written notice to the Firm of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In that event, all finished and unfinished documents and other materials as described in paragraph 15 above shall become the County's property. If the contract is terminated by the County and/or the Office of the State Auditor as provided herein, the Firm will be paid an amount which bears the same ratio to the total services of the Firm covered by the contract.
19. In the event the County and/or the Office of the State Auditor exercises its right to terminate this contract pursuant to paragraph 15 of this contract, the Firm shall bear all costs associated with the issuance of a new contract.
20. The County may request changes in the scope of services to be performed by the Firm. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the County, or its duly authorized representative, and the Firm, shall be included in written amendments to this contract and subject to approval by the Office of the State Auditor.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

21. The Firm shall, during the entire term of this contract, be construed to be an independent contractor. Nothing in this contract is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

The Firm represents that it is qualified to perform the duties to be performed under this contract and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this contract. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the County.

Any person assigned by the Firm to perform the services hereunder shall be the employee of the Firm, who shall have the sole right to hire and discharge its employee. The County and/or the Office of the State Auditor may, however, direct the Firm to replace any of its employees under this contract. If the Firm is notified within the first eight (8) hours of assignment that the person is unsatisfactory, the Firm will not charge the County for those hours.

The Firm shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, social security, unemployment compensation and any other withholdings that may be required.

Neither the Firm nor employees of the Firm are entitled to state retirement or leave benefits.

It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performance hereunder, and that any sum due and payable to the Firm shall be paid as a gross sum with no withholdings or deductions being made by the County for any purpose from said contract sum, except as permitted in paragraphs 15, 16, 17 and 18.

22. The Firm will be granted access to all client and claimant information necessary for completion of the audit services described herein. The Firm and the Office of the State Auditor assure the County that any and all information regarding clients and claimants of the County will be kept strictly confidential. Any use or release of client or claimant information for purposes other than to fulfill the Firm's or the Office of the State Auditor's responsibilities under this contract must have the prior written approval of the County.
23. This contract shall be construed and governed in accordance with the laws of the State of Mississippi, and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. The Firm expressly agrees that under no circumstances shall the County be obligated to pay an attorney's fee or the cost of legal action to the Firm.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

24. Any dispute concerning a question of fact arising under this contract shall be disposed of by good faith negotiation between duly authorized representatives of the County, the Office of the State Auditor, and the Firm. Such a resolution shall be reduced to writing and a copy thereof mailed or furnished to the Firm and shall be final and conclusive, unless within ten (10) days from the date of such resolution, the Firm mails or furnishes to the Board of Supervisors of the County and the Office of the State Auditor a written request for review. The Firm shall be afforded an opportunity to be heard and to offer evidence in support of his/her/its position on the issue in dispute and under review. The decision of the Board of Supervisors and the Office of the State Auditor on the review shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious, or so grossly erroneous as necessarily to imply bad faith, or not be supported by substantial evidence. Pending final decision of a dispute hereunder, the Firm shall proceed diligently with the performance of the duties and obligations of the contract.
25. The Firm shall comply with all applicable laws, regulations, policies and procedures, and grant requirements (if applicable) of the United States of America or any agency thereof, the State of Mississippi or any agency thereof and any local governments or political subdivisions that may affect the performance of services under this contract. Specifically, but not limited to, the Firm shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this contract because of race, creed, color, sex, age, national origin or disability.
26. Modification, changes or amendments to this contract may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this contract must be in writing and signed by all parties hereto.
27. The Firm shall not assign or otherwise transfer the obligation incurred on its part pursuant to the terms of this contract without the prior written consent of the County and the Office of the State Auditor. Any attempted assignment or transfer of its obligations without such consent shall be null and void. All obligations and duties of either party under this contract shall be binding on all successors in interest or assigns of such party.
28. Failure of any party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this contract.
29. The Firm agrees to indemnify, defend, save and hold harmless, the County and the Office of the State Auditor from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney fees, arising out of or caused by the Firm and/or its partners, principals, agents, employees or subcontractors in the performance of this contract.

**M I N U T E S**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

30. It is expressly understood by the parties hereto that the fulfillment of the obligations of the County under this agreement is conditioned upon the availability and receipt of funds. In the event that funds are insufficient or otherwise unavailable to satisfy payment due under this agreement, the County shall not be obligated to make such payments, and all further obligations of the County under this agreement shall cease immediately, without penalty, cost or expense to the County of any kind whatsoever. In the event of such insufficiency or unavailability of funding, the County shall notify the Firm in writing, of such event, and this agreement shall be void.
31. Firm represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Firm's personnel provided hereunder, comprehensive general liability or professional liability insurance, and where applicable, employee fidelity bond insurance.
32. If any term or provision of this contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby and each term and provision of this contract shall be valid and enforceable to the fullest extent permitted by law.
33. This contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.
34. The parties agree to promptly notify each other of any change of address.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

In witness of where this contract has been entered into and executed by the parties hereto in triplicate originals.

**COUNTY REPRESENTATIVES**

COUNTY: \_\_\_\_\_

SIGNED: \_\_\_\_\_ WITNESS: \_\_\_\_\_

TITLE: President, Board of Supervisors

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_ WITNESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FIRM REPRESENTATIVE**

CPA FIRM: Wright, CPA Group

SIGNED: [Signature] CPA WITNESS: [Signature]

TITLE: President

DATE: 1/12/06

**OFFICE OF THE STATE AUDITOR**

SIGNED: [Signature] WITNESS: [Signature]

TITLE: Director, Financial and Compliance Audit Division

DATE: 1/24/06

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing Order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

There next came on for discussion the lease of certain real property located in the Bernard Bayou Industrial Park to GULF SHIP, L.L.C., and after a general discussion of the subject Commissioner Johnny Atherton, on reconsideration of action taken at the Commission's January 24, 2006, meeting, offered the following Resolution for adoption:

RESOLUTION

A RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION AUTHORIZING AND APPROVING THE LEASE OF APPROXIMATELY FOUR AND 8/10 (4.8) ACRES OF REAL PROPERTY SITUATED IN THE BERNARD BAYOU INDUSTRIAL PARK TO GULF SHIP, L.L.C., FOR THE PURPOSE OF OPERATING A GENERAL MARITIME OPERATION INCLUDING SHIPBUILDING AND SHIP REPAIR, WITH SUCH LEASE BEING IN ACCORDANCE WITH THE BERTH AND PROPERTY LEASE AGREEMENT ATTACHED HERETO AS EXHIBIT "B", AND HAVING AN INITIAL LEASE PRICE OF TWENTY-EIGHT THOUSAND DOLLARS (\$28,000.00) PER YEAR FOR A PERIOD OF TEN (10) YEARS; AND REQUESTING THE HARRISON COUNTY BOARD OF SUPERVISORS TO CONCUR IN THIS RESOLUTION AND TO JOIN IN THE LEASE OF SAID REAL PROPERTY.

BE IT RESOLVED by the Harrison County Development Commission that:

WHEREAS, at the special meeting of February 1, 2006, this Commission considered the offer of GULF SHIP, L.L.C., to lease approximately Four and 8/10 (4.8) acres of real property situated in the Bernard Bayou Industrial Park, which is more particularly described in Exhibit "A", for the purpose of operating a general maritime operation including shipbuilding and ship repair, for the initial amount of TWENTY-EIGHT THOUSAND DOLLARS (\$28,000.00) PER YEAR FOR A PERIOD OF TEN (10) YEARS; and

WHEREAS this Commission does find and does so adjudicate that it would be in the public's interest to lease said parcel of real property situated in the Bernard Bayou Industrial Park to GULF SHIP, L.L.C., for the purpose of operating a general maritime operation including shipbuilding and ship repair, which such lease being in accordance with the BERTH AND

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

PROPERTY LEASE AGREEMENT attached hereto as Exhibit "B", and having an initial lease price of TWENTY-EIGHT THOUSAND DOLLARS (\$28,000.00) PER YEAR FOR A PERIOD OF TEN (10) YEARS; and

WHEREAS, the Harrison County Development Commission does find and adjudicate is a fair and reasonable price for said property, and that the terms of said lease are fair and reasonable and ensure that the lease contemplated therein shall be in furtherance of the goals and purposes of the Harrison County Development Commission as articulated in Mississippi Code § 59-9-1, et seq.; and

WHEREAS, the Harrison County Board of Supervisors should be requested to concur herein and to join in the lease of said real property and the execution of the Berth and Property Lease Agreement in substantial conformity to the document attached hereto as Exhibit "B". Now, therefore,

BE IT RESOLVED, that the Harrison County Development Commission does find and adjudicate that it would be in the public interest to lease approximately Four and 8/10 (4.8) acres of real property situated in The Bernard Bayou Industrial Park to GULF SHIP, L.L.C., for the purpose of operating a general maritime operation including shipbuilding and ship repair, with such lease being in accordance with the Berth and Property Lease Agreement attached hereto as Exhibit "B", and having an initial lease price of TWENTY-EIGHT THOUSAND DOLLARS (\$28,000.00) PER YEAR FOR A PERIOD OF TEN (10) YEARS;

RESOLVED FURTHER, that the President and Secretary of the Harrison County Development Commission are hereby authorized and directed to execute a Berth and Property Lease Agreement in substantial conformity to the document attached hereto as Exhibit "B"; and

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

having an initial lease price of TWENTY EIGHT THOUSAND DOLLARS (\$28,000.00) PER YEAR FOR A PERIOD OF TEN (10) YEARS;

RESOLVED FURTHER, that the Harrison County Board of Supervisors is hereby requested to concur in this Resolution and to join in the execution of a Berth and Property Lease Agreement in substantial conformity to the document attached hereto as Exhibit "B".

On a roll call vote, the result was as follows:

Commissioner Johnny Atherton	Voted:	AYE
Commissioner Sharon Bentz	Voted:	Absent
Commissioner Richard Bennett, Jr.	Voted:	NAY
Commissioner Frank Castiglia, Jr., President	Voted:	AYE
Commissioner Warren Conway	Voted:	Absent
Commissioner Henry Kinney	Voted:	Absent
Commissioner Alicia Ellis	Voted:	AYE
Commissioner Franklin Kyle, Jr.	Voted:	Absent
Commissioner Mark Schloegel	Voted:	Absent
Commissioner Jimmy Walker	Voted:	AYE
Commissioner Brian Gollott	Voted:	AYE

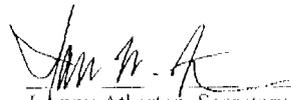
A majority of the Members present and having voted in the affirmative, the President declared the motion carried and the resolution adopted on the 1st day of February, 2006.

**CERTIFICATE**

I, Johnny Atherton, Secretary of the Harrison County Development Commission, hereby certify that the foregoing Resolution dated February 1, 2006, is a true and correct copy of such Resolution adopted on such date.

WITNESS MY SIGNATURE, this the 1<sup>st</sup> day of February, 2006.

Subscribed and sworn to before me in my presence, this 1<sup>st</sup> day of February, 2006, a Notary Public in and for the County of Harrison, State of Mississippi.  
Penelope G. Gaudreau  
 (signature) Notary Public  
 My Commission Expires July 25, 2009.

  
 \_\_\_\_\_  
 Johnny Atherton, Secretary  
 Harrison County Development Commission

# MINUTES BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI FEBRUARY 2006 TERM

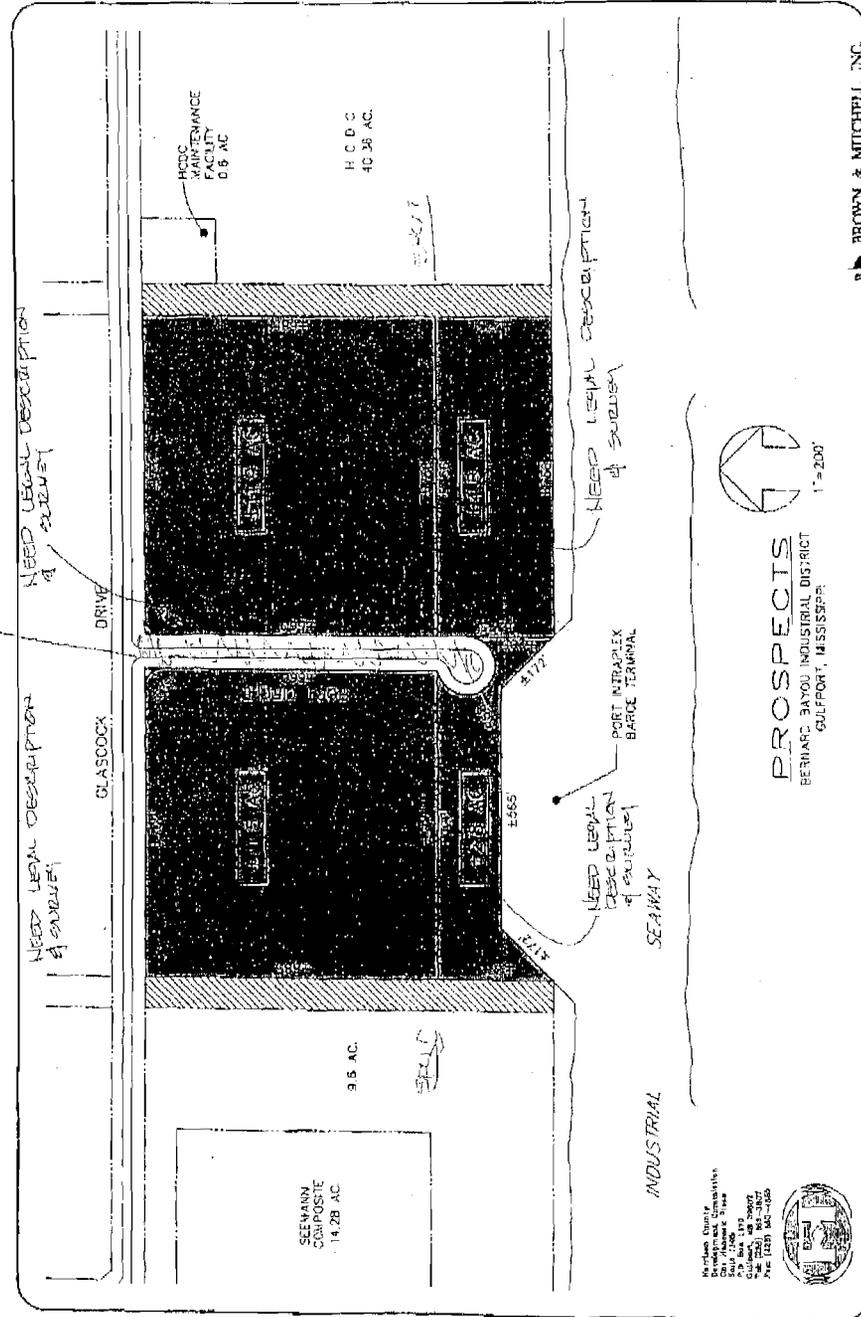
01/23/2006 22:48

2288639308

MONTGOMERY BARNETT

PAGE 03/03

2034 H-99  
30' ESM'T. FOR UNITS/ESM'S



BROWN & MITCHELL, INC.  
Consulting Engineers

HTP-2034-2034

2 LEGAL INSTRUMENTS

Harrison County, Mississippi  
 City of Gulfport, Mississippi  
 P.O. Box 1470  
 Gulfport, Mississippi 39507  
 Phone: (337) 867-1000



**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

01/23/2006 22:48 2298639308

MONTGOMERY BARNETT

PAGE 02/03

January 23, 2006

Re: BMI Project No. 2039H-99

LEGAL DESCRIPTION: South Parcel

A parcel of land located in and being a portion of Lots 9 and 10, Subdivision No. 2 of Bernard Bayou Industrial District, also being located in that portion of Section 24 lying north of the Harrison County Industrial Seaway, Township 7 South, Range 11 West; City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at an iron rod located 55 feet east of the northwest corner of said Lot 9, Subdivision No. 2 of Bernard Bayou Industrial District, as recorded in Plat Book 25, Page 26, said iron rod also being the northeast corner of a 75-foot wide drainage easement and being located on the south right-of-way of Seaway Road; thence S 00°11'00" W 1548.24 feet along the east line of a 75-foot wide drainage easement to the north right-of-way of Glascock Drive; thence continue S 00°11'00" W 80.00 feet to a point located on the south right-of-way of Glascock Drive, said point also being located on the east line of a 75-foot wide drainage easement; thence continue S 00°11'00" W 685.00 feet along said east line of a 75-foot wide drainage easement to the Point Of Beginning; thence N 89°59'25" E 1562.32 feet to the west line of a 75-foot wide drainage easement; thence S 00°11'12" W 290 feet, more or less, along said west line of a 75-foot wide drainage easement to a point located on the north mean high water line of the Harrison County Industrial Seaway; thence meander westerly, northwesterly and southwesterly along said north mean high water line of the Harrison County Industrial Seaway to the intersection with the east line of a 75-foot wide drainage easement; thence N 00°11'00" E 245 feet, more or less, along said east line of a 75-foot wide drainage easement to the said Point Of Beginning.

Said parcel of land contains 9.6 acres, more or less.

(PARCEL NOT SURVEYED)

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

PORT INTRAPLEX

BERTH AND PROPERTY LEASE AGREEMENT (EAST)

BETWEEN

THE HARRISON COUNTY DEVELOPMENT COMMISSION

AND

GULF SHIP, L.L.C.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

**PORT INTRAPLEX BERTH AND PROPERTY LEASE AGREEMENT (EAST)**

THIS BERTH AND PROPERTY LEASE AGREEMENT (EAST) (this "Lease" or "Agreement") is entered into by and between the Harrison County Development Commission ("Commission") and Gulf Ship, L.L.C. ("Lessee") and is made effective as of January \_\_\_\_, 2006.

WITNESSETH:

WHEREAS, Commission is the owner in fee simple of, and had good and marketable title to certain real property identified as the Port Intraplex and adjoining real property lying on the northern bank of the Industrial Canal within the Bernard Bayou Industrial District; and

WHEREAS, Lessee is desirous of leasing said property under the terms and conditions enumerated and incorporated in this Agreement;

NOW, THEREFORE, in consideration of mutual covenants and stipulations herein contained, the parties mutually agree and intend to be legally bound as follows:

**ARTICLE I. LEASE**

The Commission does hereby assign and lease to Lessee the following described land (sometimes referred to herein as the "leased premises" or the "subject property"):

Shown as Exhibit "A"

Lessee shall have the exclusive use of the leased premises, the exclusive docking rights at any berth and bulkheading hereafter constructed thereon and the exclusive rights to use the Industrial Canal out to its northern channel line.

**ARTICLE II. ACCEPTANCE**

Commission represents and warrants to Lessee that Commission has fee simple title to the leased premises subject to no liens, easements or other encumbrances or claims that would impair any permitted use thereof by Lessee and that no hazardous substances (hereinafter defined) are located on or about the leased premises. Based upon this representation and warranty, Lessee acknowledges that it has examined the designated berth assignment and finds the same to be in good and safe condition and accepts the designated berth assignment and location in its "as is" condition.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

**ARTICLE III. PURPOSE**

The subject property mentioned above is to be assigned and leased to Lessee on an exclusive bases for the term hereof, for general maritime purposes, including without limitation shipbuilding and ship repair activities. In the event Lessee for any reason desires hereafter to substantially modify and/or substantially change its use of the leased premises beyond such permitted purposes, the nature and terms of such modification and change must be approved in writing by the Commission, and this agreement must be amended in writing to authorize same.

**ARTICLE IV. IMPROVEMENTS**

Lessee shall not place any bulkhead or other permanent improvements at the location of the designated berth and the adjacent real property without the prior written consent of the Harrison County Development Commission Executive Director. Said consent shall not be unreasonably withheld.

Lessee agrees to provide to the Commission a complete set of plans and specifications detailing any permanent improvement which Lessee proposes to construct on the subject property prior to commencing any construction whatsoever. The Commission shall approve, within thirty (30) days of the submittal in writing, the proposed improvements which Lessee plans to construct on the subject property, which approval will not be unreasonably withheld. Said approval shall be deemed granted unless specific objections for the plans and specifications failure to comply with applicable rules and regulations are provided to Lessee in writing within said thirty (30) day period.

The Commission shall be responsible for maintaining all now existing or, after completed, hereafter arising bulkheads on the leased premises. Lessee shall be responsible for repairing damages caused by Lessee to bulkheads on the leased premises; provided, that such responsibility shall not apply to ordinary wear and tear.

**ARTICLE V. EASEMENTS**

The Commission hereby grants to Lessee the right to grant easements for the establishment, maintenance and construction of utilities services to the leased premises. In addition, the Commission shall cooperate with Lessee and execute and deliver any and all documents deemed necessary or appropriate by Lessee for establishing, maintaining or constructing utilities services to the leased premises, including without limitation the granting of easements therefor.

**ARTICLE VI. TERM**

The term of this Agreement shall run from the date that Lessee acquires the property directly to the north of the leased premises through February 29, 2016. Provided Lessee is not in default of this agreement after giving effect to applicable notice and cure periods, Lessee shall have the option to extend this lease under the same terms and conditions of the original lease term of this Agreement for six (6) subsequent periods of five (5) years each. The option for each such renewal term shall be deemed to have been exercised by Lessee unless Lessee shall have

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

provided to the Commission notice of its intent to not renew this Agreement at least thirty (30) days before the expiration of the applicable term. References in this Agreement to "the term hereof" or similar wording shall include any applicable renewal terms.

**ARTICLE VII. RENT**

Lessee shall pay to the Commission annual rent during the initial term of this Agreement in the amount of twenty-eight thousand (\$28,000.00) dollars, said rent to be paid in one annual payment due on the commencement date of the initial term of this Agreement and every March 1<sup>st</sup> thereafter.

In the event that said rent is not paid by the 15th date of the month due, then the amount of the rent due to the Commission shall be increased by an amount equal to 10% of the total amount due of past due rent per each thirty (30) days. Acceptance of any late fee shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent the Commission from exercising any other rights and remedies available to the Commission hereunder.

If Lessee exercises any of the options to extend this agreement, the annual rent for each renewal term shall be increased (or decreased if applicable) by an amount derived by multiplying the annual rent for the preceding term times the average, expressed as a percentage, of the CPI (hereinafter defined) for each 12 month period in the preceding term; provided, that the latter percentage number shall not be greater than five percent (5%). Rent payments shall remain monthly.

"CPI" means the Consumer Price Index for all Urban Consumers, U.S. City Average, 1982-1984 = 100 (All Items) (without seasonal adjustments), as published by the Bureau of Labor Statistics of the United States Department of Labor. If the CPI (or a successor or substitute index) is not available, then a reliable governmental or other non-partisan publication evaluating the information theretofore used in determining the CPI will be used in lieu of such CPI. If the CPI is no longer published and there is no reasonably comparable similar index then being published, then for purposes of applying the foregoing change of rent the average consumer prices in the United States will be determined by arbitration in accordance with the rules of the American Arbitration Association.

If Lessee constructs a new barge berth or other bulkheading in excess of \$500,000.00 adjacent to the industrial seaway in the leased area at Lessee's expense, the Commission shall waive the annual rent for the remaining term of this Agreement to offset the capital expense. Berth would belong to the Harrison County Development Commission upon the termination of this Agreement.

**ARTICLE VIII. TAXES**

Lessee shall be responsible for all taxes on its personal property.

**ARTICLE IX. LIENS**

Lessee will be solely and fully responsible for, indemnify the Commission from and against, and completely save the Commission harmless for any and all liens, claims, causes of action, or any

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

other disputes arising from or in any way related to any construction of any improvements on leased premises by Lessee or by persons on behalf of Lessee.

**ARTICLE X. INSPECTION**

The Commission shall during normal business hours be permitted and allowed to enter the leased property to inspect the condition of the same and /or Lessee's operations and/or improvements to determine compliance with the terms of this Agreement but the Commission shall not unreasonably interfere with the conduct of Lessee's business.

**ARTICLE XI. INSURANCE**

In pursuit but not in derogation of or by way of substitution for Lessee's obligations under this agreement, Lessee shall at all times cause to be maintained at its sole cost and expense minimum insurance coverage as required by the Commission's insurance requirements as to commercial general liability and worker's compensation for any and all activities Lessee may conduct on or at the lease property. The Commission shall promptly notify Lessee in writing of any changes in the Commission's applicable insurance requirements and Lessee shall not be required to conform its insurance to any such changes until thirty (30) days after such notice has been received by Lessee.

**ARTICLE XII. WATERWAY MAINTENANCE**

The Commission shall use its best efforts to cause the Corps of Engineers (and its successors and assigns) to maintain the channel of the Industrial Canal as a navigable waterway and to conduct a dredging program such that the channel of the Industrial Canal maintains at all times a minimum water depth of twelve (12) feet. As to that part of the Industrial Canal between the leased premises and the channel, the Commission shall maintain such part as a navigable waterway and conduct a dredging program such that such part maintains at all times a minimum water depth of twelve (12) feet.

**ARTICLE XIII. SECURITY**

The Commission makes no warranty with regard to security of the leased premises. Lessee agrees that the Commission has no duty whatsoever to provide security to Port Intraplex and otherwise agrees that Lessee shall be responsible for the safety and general security concerns of its employees, agents, and for any and all property owned by Lessee. In furtherance of such safety and security, Lessee shall have the right to erect such fences and guard houses and take such other actions and precautions that it reasonably deems necessary or appropriate.

**ARTICLE XIV. GENERAL INDEMNIFICATIONS**

Except for claims arising out of acts caused by the negligent, reckless or willful acts or omissions of Commission, its employees, agents, servants or other person for whom Commission is responsible or failure by the Commission to comply with its obligations, representations or warranties under this Agreement, Lessee shall protect, indemnify and save harmless Commission (including the Commissioners of the Commission, its staff members, employees, agents and assigns) from and against any liabilities, obligations, claims, damages, penalties and causes of

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

action arising or occurring during the term of the Agreement and caused by the negligent, reckless or willful acts or omissions of Lessee, its employees, agents, subcontractors and business invitees, by reason of:

A. any accident, injury or death of persons or for loss of or damage to property occurring on the location of designated berth assignment or any part thereof;

B. any failure on the part of Lessee to perform or comply with any of the terms of this Agreement; or

C. the performance of any labor or services or the furnishing of any materials or other property at the request of Lessee in respect to the location of designated berth assignment and not required by this or any other agreement to be performed or furnished by Commission.

Subject to the foregoing, the Commission assumes no responsibility for marine loss or damage to any cargo of any description, nor assumes any responsibility for marine loss or damage to any vessel, barge, tugboat, or other charter while within the harbor limits of the Bernard Bayou Industrial District.

The Commission shall protect, indemnify and save harmless Lessee for claims arising out of acts caused by the negligent, reckless or willful acts or omissions of Commission, its employees, agents, servants or other person for whom Commission is responsible or failure by the Commission to comply with its obligations, representations or warranties under this Agreement.

**ARTICLE XV. ENVIRONMENTAL INDEMNITY**

(A) Lessee is prohibited from disposing or depositing hazardous substances in any manner whatsoever on the leased premises in a manner contrary to applicable laws and regulations. Lessee may only use hazardous substances at the leased premises if such substance and/or materials are utilized in the manner prescribed or permitted by federal and state statutes and regulations. In the event that Lessee breaches this obligation, Lessee agrees to indemnify and hold the Commission (including the Commissioners of the Harrison County Development Commission, its staff members, employees, agents and assigns) harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including attorneys fees) arising directly or indirectly from or out of or in any way connected with Lessee's disposal of hazardous materials on Commission's property resulting in any damage to Commission's property, environmental or otherwise.

(B) Lessee acknowledges that it will be solely responsible for all costs and expenses related to environmental clean up, as may be required by Mississippi Department of Environmental Quality, the United States Environmental Protection Agency or by any applicable law, rule or regulation, resulting from any release, threatened release, or disposal of any hazardous substances and/or hazardous materials at or upon the leased premises caused by Lessee, and agrees to indemnify and hold harmless Commission from any liability, costs and expenses related to same excluding damages, liabilities, costs and/or expenses relating to any pre-closing condition (hereinafter defined) that pertain to any release, threatened release or

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

disposal of any hazardous substances or hazardous materials, whether on or off the leased premises. Lessee's obligations under this Agreement are unconditional.

(C) The terms "hazardous substances" and "hazardous materials" shall include "hazardous waste, hazardous or toxic material, a hazardous, toxic, or radioactive substance, petroleum, including crude oil or any fraction thereof, flammable explosives, asbestos, any material containing polychlorinated biphenyls, and any of the substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., Hazardous Materials Transportation Act, 49 U.S.C. Section 1802, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., and the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. Section 2601, et seq., or any other federal, state, local or other governmental legislation, statute, law, code, rule, regulation or ordinance identified by its terms as pertaining to the disposal, storage, generation or presence of hazardous substances or waste.

(D) The Commission acknowledges that Lessee, its owners, employees, agents, subcontractors, successors and assigns shall not be responsible for, and the Commission shall indemnify and hold harmless Lessee from and against (to the extent allowable under Mississippi law), any and all damages or liabilities, costs, expenses, penalties, fines or lawsuits to the extent they arise from:

- (1) a Pre-closing Condition as defined below related to:
  - (a) any release, threatened release, or disposal of any hazardous substances and/or hazardous materials at the leased premises; the operation or violation of any environmental law at the leased premises; or,
  - (b) any environmental claim in connection with the leased premises; or,
- (2) the inaccuracy or breach of any representation or warranty by the Commission in this Agreement;

(E) This environmental indemnity shall be binding upon the successors and assigns of Commission and shall benefit Lessee and its directors, officers, employees, and agents, and its respective successors and assigns subject to the following:

- (1) Any party seeking indemnification (the "Indemnitee") pursuant to this Article shall provide a written and reasonable detailed notice to the other party (the "Indemnitor") Promptly and no later than 180 days after first learning of facts or circumstances which could Reasonably be anticipated to provide the basis of a claim for indemnification (the "Indemnity Claim"), provided that and Indemnitee's untimely Indemnity Claim Notice shall not bar an Indemnity Claim but shall reduce the Indemnitor's liability to the extent the delay demonstrably increases the amount or

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

magnitude of the Indemnity Claim or to the extent any delay shall result in any loss or impairment of any defense otherwise available to Indemnitor.

- (2) The Indemnitor shall have the right to control the defense, response, proceedings and any settlement (at no cost or risk to Indemnitee) for an Indemnity Claim which arises from a claim or demand by third party (a "Third Party Claim"). No later than 60 days after Indemnitor is in receipt of the Indemnity Claim (the "Election Date"), the Indemnitor shall notify the Indemnitee whether the Indemnitor elects to defend the Indemnitee against the Third Party Claim. During the period following receipt of notice of a Third Party Claim by Indemnitor and the Election Date (the "Election Period"), the Indemnitee may file at Indemnitee's expense any pleading Indemnitee deems necessary to protect its interests, provided that such pleading does not result in any adverse final conclusion against Indemnitor.
- (3) If Indemnitor elects by the Election Date to control the defense, response, proceedings, and any settlement for any Third Party Claim, then:
- (4) Indemnitor shall diligently pursue the Third Party Claims to a final conclusion;
- (5) Indemnitor shall pay promptly any resulting expense, judgment, damage, or liability;
- (6) Indemnitee shall have the right to monitor and participate (but not in any way which will compromise or interfere with Indemnitor's defense) at its expense;
- (7) Indemnitor and Indemnitee shall cooperate reasonably, including as to contested claims, counterclaims, availability of witnesses and documents; and,
- (8) Indemnitor shall not consent to any judgment or enter into any settlement without the written consent of Indemnitee, which shall not be unreasonably withheld, but if Indemnitee fails to promptly (within five (5) days of the Indemnitee's receipt of such request) respond to a request by Indemnitor for consent to any written, firm, bona fide compromise, then the Indemnitor's liability for the Third Party Claim shall be limited to the amount of such proposed compromise.

(F) For the purpose of this Agreement, the term "Pre-closing Condition" shall mean an environmental condition of the leased premises existing or occurring prior to the commencement of the term of this Agreement.

**ARTICLE XVI. DEFAULT AND TERMINATION OF AGREEMENT**

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

If any party fails to perform any of its obligations under this Agreement, or materially breaches any provision or condition of this Agreement, and such breach continues for sixty (60) days after the non-defaulting party gives to the other party a written notice thereof, the non-defaulting party may thereafter, and notwithstanding any waiver of any prior breach or condition, without further notice or demand, sue for specific performance or declare this Agreement and all rights of the defaulting party terminated; provided, however, that (i) Lessee shall have only fifteen (15) days to cure a rent payment default (after its receipt of written notice from the Commission), and (ii) as to other defaults if such defaulting party has commenced and is pursuing in good faith the curing of a breach of any provision or condition of this Agreement, but cannot, by the exercise of due diligence, complete the curing of same within the specified sixty (60) day period, the defaulting party shall be allowed such additional time as is reasonably necessary to complete the curing of said breach, during which additional time the non-defaulting party shall refrain from exercising any of its remedies hereunder in regard to such breach.

If a party breaches or fails to comply with any provision of this Agreement, such defaulting party shall reimburse the other for all costs, including reasonable attorney's fees, in enforcing the non-defaulting party's rights under this Agreement.

The rights granted herein are intended to be the exclusive remedies of the parties.

In addition to Lessee's rights to cure any Lessee default hereunder, if the beneficiary of any deed of trust encumbering this Agreement has provided to the Commission written notice of such deed of trust, then the Commission shall provide to such beneficiary notice of any Lessee default hereunder when it provides the notice to Lessee and the Commission shall accept cure of any such default if made by such beneficiary.

**ARTICLE XVII. REMOVAL OF PERSONAL PROPERTY AND REFUSE AND RETURN OF DESIGNATED BERTH ASSIGNMENT**

On expiration of this Agreement Lessee shall remove all personal property and refuse from the leased premises and return the leased premises to the Commission in good and clean condition, reasonable wear and tear excepted. All permanent fixtures shall remain with the property unless Lessee removes them at its expense.

**ARTICLE XVIII. TERMINATION UPON SALE OR ABANDONMENT**

If the property contiguous with and directly to the north of the leased premises is sold by the owner thereof to a person or entity that is not an Affiliate (hereinafter defined) of Lessee and this Agreement is not assigned pursuant to Article XIX below to such person or entity or an entity that is an Affiliate of such person or entity, then the Commission may at its sole discretion void and terminate this Agreement. If the leased premises becomes abandoned or any use as stated in Article III ceases to exist or no day-to-day operations continue for a period of 24 months, then the Commission at its sole discretion may terminate this Agreement. "Affiliate" of any person or entity shall mean any other person or entity directly or indirectly controlling, controlled by or under common control with such person or entity. A person or entity shall be deemed to control another person or entity if the controlling person or entity owns 10% or more of any class of voting securities (or other ownership interests) of the controlled person or entity or possesses,

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled person or entity, whether through ownership of stock, by contract or otherwise.

**ARTICLE XIX. ASSIGNMENT**

No assignment of this lease shall be permitted; provided, that (i) Lessee may assign this Agreement to an Affiliate if such Affiliate has at least as much capital as the then existing Lessee, (ii) if the property contiguous with and directly to the north of the leased premises is sold by the owner thereof to a person or entity that is not an Affiliate of Lessee, then Lessee contemporaneously with such sale may assign this Agreement to such person or entity or an entity that is an Affiliate of such person or entity, and (iii) Lessee may grant deeds of trust on its rights, title and interest in and to this Agreement and the leased premises to secure indebtedness incurred in connection with the Business (hereinafter defined) (provided, further, that the Commission's consent nevertheless still would be required to this Agreement being assigned to any third party). Furthermore, as to any security interests in personal property of Lessee (now existing or hereafter arising) granted by Lessee to secure indebtedness in connection with the Business, the Commission agrees that any lien or similar rights that it now or hereafter may have, whether arising by law or otherwise, shall be subordinated to such security interests. "Business" means (1) improvements made to the leased premises and surrounding properties leased or owned by Lessee and its Affiliates, (2) equipment and inventory acquired or leased by Lessee and its Affiliates for use on the leased premises and surrounding properties leased or owned by Lessee and its Affiliates, and (3) working capital for use by Lessee and its Affiliates in connection with the business conducted on the leased premises and surrounding properties leased or owned by Lessee and its Affiliates. The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective successors.

**ARTICLE XX. SURRENDER UPON TERMINATION**

Lessee shall repair any damage caused to the barge berth leased herein which occurs as a result of Lessee's negligence during the term of this lease.

**ARTICLE XXI. COMPLIANCE WITH APPLICABLE LAWS**

Lessee shall promptly comply with all federal, state and municipal laws, orders and regulations material to the conduct of its business, and with all lawful directives of public officers which impose any duty upon it with respect to the leased premises.

**ARTICLE XXII. SEVERABILITY**

If any provision of the Berth Assignment or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and the application of such remaining provision(s) shall not be affected thereby.

**ARTICLE XXIII. CAPTIONS AND INTERPRETATIONS**

The captions, section numbers and article numbers appearing in this Agreement in no way define, limit, construe or describe the scope or intent of such section or article of this Agreement.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

The language in all parts of this Agreement shall, in all cases, be construed as part of the whole according to its fair meaning and not strictly for or against Commission or Lessee.

**ARTICLE XXIV. COUNTERPARTS**

This Agreement may be simultaneously executed in two or more counterparts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument.

**ARTICLE XXV. NO PARTNERSHIP**

Commission or Lessee shall not be considered and deemed to be joint venturers or partners, and neither shall have the power to bind or obligate the other except as set forth herein.

**ARTICLE XXVI. QUIET ENJOYMENT**

So long as Lessee is not in default of its obligations hereunder after giving effect to applicable notice and cure periods, the Commission shall maintain Lessee in quiet enjoyment and peaceable possession of the leased premises.

**ARTICLE XXVII. NOTICES**

Any notice required or permitted to be given under this Agreement shall be provided to the parties at the addresses below (unless another address is given in accordance herewith):

Harrison County Development Commission  
 12292 Intraplex Parkway  
 Gulfport, Mississippi 39503  
 Phone: 228/896-5020

Gulf Ship, L.L.C.  
 16201 East Main Street  
 P.O. Box 310  
 Galliano, LA 70354  
 Attn: Mr. Gary Chouest  
 Phone: 985-632-7144

Any such notice shall be sent by U.S. certified mail, postage prepaid (deemed received upon the earliest of receipt, refusal of receipt or 5 business days after being deposited in the mail), personal delivery or commercial recognized overnight courier (deemed received on the next business day).

**ARTICLE XXVIII. NON-WAIVER**

No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of the right, shall be constitute a waiver of that or any other right, unless otherwise expressly provided herein.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

**ARTICLE XXIX. GOVERNING LAW; JURISDICTION**

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

The Commission and Lessee hereby irrevocably consent to the jurisdiction of the state courts of Mississippi and the federal courts in Mississippi, and agree that any action or proceeding arising out of or brought to enforce the provisions of this Agreement may be brought in any court having subject matter jurisdiction.

**ARTICLE XXX. RECORDATION**

Either party may record this Agreement or require that the other party execute and deliver with such party an extract of this Agreement for recordation.

**ARTICLE XXXI. OBLIGATIONS**

The obligations of Lessee hereunder and under any documents executed and delivered in connection herewith are that of Lessee only and not of any Affiliate of Lessee.

**ARTICLE XXXII. RIGHT OF FIRST REFUSAL**

(A) If the Commission receives a bona fide unsolicited offer to purchase the leased premises, any part thereof, or property which includes the leased premises (the "Purchase Offer"), and desires to accept the same, then Lessee shall have the right of first refusal to purchase the applicable property at the same price and upon the same terms and conditions as contained in the Purchase Offer. Immediately upon receiving a Purchase Offer, the Commission shall notify Lessee in writing, setting forth the name and address of the prospective purchaser, the proposed purchase price and all other terms and conditions of the Purchase Offer. Lessee shall have a period of thirty (30) calendar days after receipt of said notice within which to notify the Commission of its election to purchase on the terms contained in such offer. In the event Lessee fails to give notice of its election to purchase within such thirty (30) day period, or declines to purchase the leased premises, this Agreement nevertheless shall remain in full force and effect, shall survive the sale of the leased premises and shall be binding upon the purchaser or purchasers of the leased premises. If the property subject to a Purchase Offer is not sold on the terms and conditions set forth therein (with no change in the purchase price or method of payments thereof) to the purchaser making or accepting such offer no later than forty-five (45) days after the date of closing specified therein, then Lessee's rights as provided herein shall again apply as to such Purchase Offer and shall also apply as to any subsequent Purchaser Offer or Sale Offer (hereinafter defined).

(B) If the Commission desires to list with an agent for sale, or sell on its own, the leased premises, any part thereof or any property which includes the leased premises (the "Sale Offer"), then Lessee shall have the right of first refusal to purchase the applicable property at the same price and upon the same terms and conditions as would be contained in the Sale Offer or, if the Commission has not determined such terms, then Lessee shall be entitled to make an offer with respect to the applicable property. Prior to making a Sale Offer, the Commission shall notify Lessee in writing, setting forth (if already determined) the proposed purchase price and all other

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

already determined terms and conditions of the Sale Offer. Lessee shall have a period of forty-five (45) calendar days after receipt of said notice within which to notify the Commission of its election or of its offer. In the event Lessee fails to give notice of its election to purchase or its offer within such forty-five (45) day period, or declines to purchase the leased premises, this Agreement nevertheless shall remain in full force and effect, shall survive the sale of the leased premises and shall be binding upon the purchaser or purchasers of the leased premises. The Commission shall not in any event be entitled to sell the applicable property for a price lesser than that which was offered by Lessee. If the property subject to a Sale Offer subsequently is subject to a purchase agreement between the Commission and a third party and is not sold by forty-five (45) days after the date of closing specified therein, then Lessee's rights as provided herein shall again apply as to such Sale Offer and shall also apply as to any subsequent Purchaser Offer or Sale Offer.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement effective as of the date first above written.

**HARRISON COUNTY DEVELOPMENT COMMISSION**

By: \_\_\_\_\_  
Name:  
Title:

**GULF SHIP, L.L.C.**

By: \_\_\_\_\_  
Name:  
Title:

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the \_\_\_ day of January, 2006, the undersigned authority in and for the County and State aforesaid, the within named \_\_\_\_\_, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of the Harrison County Development Commission.

WITNESS my hand and official seal of office on this the \_\_\_ day of January, 2006.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**M I N U T E S**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

STATE OF LOUISIANA

PARISH OF LAFOURCHE

PERSONALLY came and appeared before me on this the \_\_\_ day of January, 2006, the undersigned authority in and for the Parish and State aforesaid, the within named \_\_\_\_\_, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of Gulf Ship, L.L.C., a Mississippi corporation.

WITNESS my hand and official seal of office on this the \_\_\_ day of January, 2006.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

ORDER

There next came on for consideration the request of HARRISON COUNTY DEVELOPMENT COMMISSION to concur in a Resolution authorizing the lease of approximately FOUR AND 8/10 (4.8) acres of real property in Bernard Bayou Industrial Park, First Judicial District of Harrison County, Mississippi, to GULF SHIP, L.L.C., and after a full discussion of the subject, Supervisor LARRY BENEFIELD offered the adoption of the following Order, to-wit:

**AN ORDER CONCURRING IN THE RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION APPROVING OF THE LEASE OF APPROXIMATELY FOUR AND 8/10 (4.8) ACRES OF REAL PROPERTY SITUATED IN BERNARD BAYOU INDUSTRIAL PARK TO GULF SHIP, L.L.C., FOR THE PURPOSE OF CONSTRUCTING AND OPERATING A MARITIME OPERATION INCLUDING SHIPBUILDING AND SHIP REPAIR, WITH SUCH LEASE BEING IN ACCORDANCE WITH THE BERTH AND PROPERTY LEASE AGREEMENT ATTACHED TO SAID RESOLUTION AS EXHIBIT "B" AND HAVING A LEASE PRICE OF TWENTY EIGHT THOUSAND DOLLARS (\$28,000.00) PER YEAR FOR A PERIOD OF TEN (10) YEARS; AND AUTHORIZING THIS BOARD TO JOIN IN THE LEASE OF SAID REAL PROPERTY.**

It is therefore,

ORDERED, that it is hereby acknowledged that this Board has received a Resolution by the Harrison County Development Commission authorizing the lease of approximately Four and 8/10 (4.8) acres of real property situated in Bernard Bayou Industrial Park, to Gulf Ship, L.L.C., for the purpose of constructing and operating a general maritime operation including shipbuilding and ship repair, with such lease being in accordance with the Berth and Property Lease Agreement attached to said Resolution as Exhibit "B", and having a lease price of Twenty Eight Thousand Dollars (\$28,000.00) per year for a period of ten (10) years, and requesting this Board to concur in said Resolution and to join in the lease of said real property. It is further,

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

ORDERED, that the Harrison County Board of Supervisors does hereby approve the lease of approximately Four and 8/10 (4.8) acres of real property situated in Bernard Bayou Industrial Park, to Gulf Ship, L.L.C., for the purpose of constructing and operating a general maritime operation including shipbuilding and ship repair, with such lease being in accordance with the Berth and Property Lease Agreement attached to said Resolution as Exhibit "B" and it is, further,

ORDERED, that the President and Clerk of the Board are hereby authorized and directed to execute a Berth and Property Lease Agreement in substantial conformity to the Berth and Property Lease Agreement attached as Exhibit "B" to the Resolution of the Harrison County Development Commission.

SUPERVISOR **WILLIAM MARTIN** on a roll call vote, the result was as follows:

Supervisor Bobby Eleuterius	Voted: <u>AYE</u>
Supervisor Larry Benefield	Voted: <u>AYE</u>
Supervisor Marlin Ladner	Voted: <u>AYE</u>
Supervisor William Martin	Voted: <u>AYE</u>
Supervisor Connie M. Rockco	Voted: <u>AYE</u>

A majority of the Supervisors present and voting in the affirmative, the President declared the motion carried and the order adopted on the 6<sup>th</sup> day of February, 2006.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

There next came on for discussion the lease of certain real property located in the Bernard Bayou Industrial Park to GULF SHIP, L.L.C., and after a general discussion of the subject Commissioner Richard Bennett, Jr., on reconsideration of action taken at the Commission's January 24, 2006, meeting, offered the following Resolution for adoption:

RESOLUTION

A RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION AUTHORIZING AND APPROVING THE LEASE OF APPROXIMATELY TWO AND 8/10 (2.8) ACRES OF REAL PROPERTY SITUATED IN THE BERNARD BAYOU INDUSTRIAL PARK TO GULF SHIP, L.L.C., FOR THE PURPOSE OF OPERATING A GENERAL MARITIME OPERATION INCLUDING SHIPBUILDING AND SHIP REPAIR, WITH SUCH LEASE BEING IN ACCORDANCE WITH THE BERTH AND PROPERTY LEASE AGREEMENT ATTACHED HERETO AS EXHIBIT "B", AND HAVING A LEASE PRICE OF ONE HUNDRED TWO THOUSAND TWO HUNDRED DOLLARS (\$102,200.00) PER YEAR FOR A PERIOD OF TEN (10) YEARS; AND REQUESTING THE HARRISON COUNTY BOARD OF SUPERVISORS TO CONCUR IN THIS RESOLUTION AND TO JOIN IN THE LEASE OF SAID REAL PROPERTY.

BE IT RESOLVED by the Harrison County Development Commission that:

WHEREAS, at the special meeting of February 1, 2006, this Commission considered the offer of GULF SHIP, L.L.C., to lease approximately Two and 8/10 (2.8) acres of real property situated in the Bernard Bayou Industrial Park, which is more particularly described in Exhibit "A", for the purpose of operating a general maritime operation including shipbuilding and ship repair, for the amount of ONE HUNDRED TWO THOUSAND TWO HUNDRED DOLLARS (\$102,200.00) PER YEAR FOR A PERIOD OF TEN (10) YEARS; and

WHEREAS this Commission does find and does so adjudicate that it would be in the public's interest to lease said parcel of real property situated in the Bernard Bayou Industrial Park to GULF SHIP, L.L.C., for the purpose of operating a general maritime operation including shipbuilding and ship repair, which such lease being in accordance with the BERTH AND

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

PROPERTY LEASE AGREEMENT attached hereto as Exhibit "B", and having a lease price of ONE HUNDRED TWO THOUSAND TWO HUNDRED DOLLARS (\$102,200.00) PER YEAR FOR A PERIOD OF TEN (10) YEARS; and

WHEREAS, the Harrison County Development Commission does find and adjudicate is a fair and reasonable price for said property, and that the terms of said lease are fair and reasonable and ensure that the lease contemplated therein shall be in furtherance of the goals and purposes of the Harrison County Development Commission as articulated in Mississippi Code § 59-9-1, et seq.; and

WHEREAS, the Harrison County Board of Supervisors should be requested to concur herein and to join in the lease of said real property and the execution of the Berth and Property Lease Agreement in substantial conformity to the document attached hereto as Exhibit "B". Now, therefore,

BE IT RESOLVED, that the Harrison County Development Commission does find and adjudicate that it would be in the public interest to lease approximately Two and 8/10 (2.8) acres of real property situated in The Bernard Bayou Industrial Park to GULF SHIP, L.L.C., for the purpose of operating a general maritime operation including shipbuilding and ship repair, with such lease being in accordance with the Berth and Property Lease Agreement attached hereto as Exhibit "B", and having a lease price of ONE HUNDRED TWO THOUSAND TWO HUNDRED DOLLARS (\$102,200.00) PER YEAR FOR A PERIOD OF TEN (10) YEARS;

RESOLVED FURTHER, that the President and Secretary of the Harrison County Development Commission are hereby authorized and directed to execute a Berth and Property Lease Agreement in substantial conformity to the document attached hereto as Exhibit "B", and

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

having a lease price of ONE HUNDRED TWO THOUSAND TWO HUNDRED DOLLARS (\$102,200.00) PER YEAR FOR A PERIOD OF TEN (10) YEARS;

RESOLVED FURTHER, that the Harrison County Board of Supervisors is hereby requested to concur in this Resolution and to join in the execution of a Berth and Property Lease Agreement in substantial conformity to the document attached hereto as Exhibit "B".

On a roll call vote, the result was as follows:

Commissioner Johnny Atherton	Voted:	AYE
Commissioner Sharon Bentz	Voted:	Absent
Commissioner Richard Bennett, Jr.	Voted:	AYE
Commissioner Frank Castiglia, Jr., President	Voted:	AYE
Commissioner Warren Conway	Voted:	Absent
Commissioner Henry Kinney	Voted:	Absent
Commissioner Alicia Ellis	Voted:	AYE
Commissioner Franklin Kyle, Jr.	Voted:	Absent
Commissioner Mark Schloegel	Voted:	Absent
Commissioner Jimmy Walker	Voted:	AYE
Commissioner Brian Gollott	Voted:	AYE

A majority of the Members present and having voted in the affirmative, the President declared the motion carried and the resolution adopted on the 1st day of February, 2006.

**CERTIFICATE**

I, Johnny Atherton, Secretary of the Harrison County Development Commission, hereby certify that the foregoing Resolution dated February 1, 2006, is a true and correct copy of such Resolution adopted on such date.

WITNESS MY SIGNATURE, this the 1<sup>st</sup> day of February, 2006.

  
 \_\_\_\_\_  
 Johnny Atherton, Secretary  
 Harrison County Development Commission

Subscribed and sworn to before me in my presence, this 1<sup>st</sup> day of February 2006, a Notary Public in and for the County of Harrison, State of Mississippi.  
Samela J. Rayborn  
 (signature) Notary Public  
 My Commission Expires July 25, 2009.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

01/23/2006 22:40 2289639308

MONTGOMERY BARNETT

PAGE 02/03

January 23, 2006

Re: BMI Project No. 2039H-99

LEGAL DESCRIPTION: South Parcel

A parcel of land located in and being a portion of Lots 9 and 10, Subdivision No. 2 of Bernard Bayou Industrial District, also being located in that portion of Section 24 lying north of the Harrison County Industrial Seaway, Township 7 South, Range 11 West; City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at an iron rod located 55 feet east of the northwest corner of said Lot 9, Subdivision No. 2 of Bernard Bayou Industrial District, as recorded in Plat Book 25, Page 26, said iron rod also being the northeast corner of a 75-foot wide drainage easement and being located on the south right-of-way of Seaway Road; thence S 00°11'00" W 1548.24 feet along the east line of a 75-foot wide drainage easement to the north right-of-way of Glascock Drive; thence continue S 00°11'00" W 80.00 feet to a point located on the south right-of-way of Glascock Drive, said point also being located on the east line of a 75-foot wide drainage easement; thence continue S 00°11'00" W 685.00 feet along said east line of a 75-foot wide drainage easement to the Point Of Beginning; thence N 89°59'25" E 1562.32 feet to the west line of a 75-foot wide drainage easement; thence S 00°11'12" W 290 feet, more or less, along said west line of a 75-foot wide drainage easement to a point located on the north mean high water line of the Harrison County Industrial Seaway; thence meander westerly, northwesterly and southwesterly along said north mean high water line of the Harrison County Industrial Seaway to the intersection with the east line of a 75-foot wide drainage easement; thence N 00°11'00" E 245 feet, more or less, along said east line of a 75-foot wide drainage easement to the said Point Of Beginning.

Said parcel of land contains 9.6 acres, more or less.

(PARCEL NOT SURVEYED)



# MINUTES BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI FEBRUARY 2006 TERM

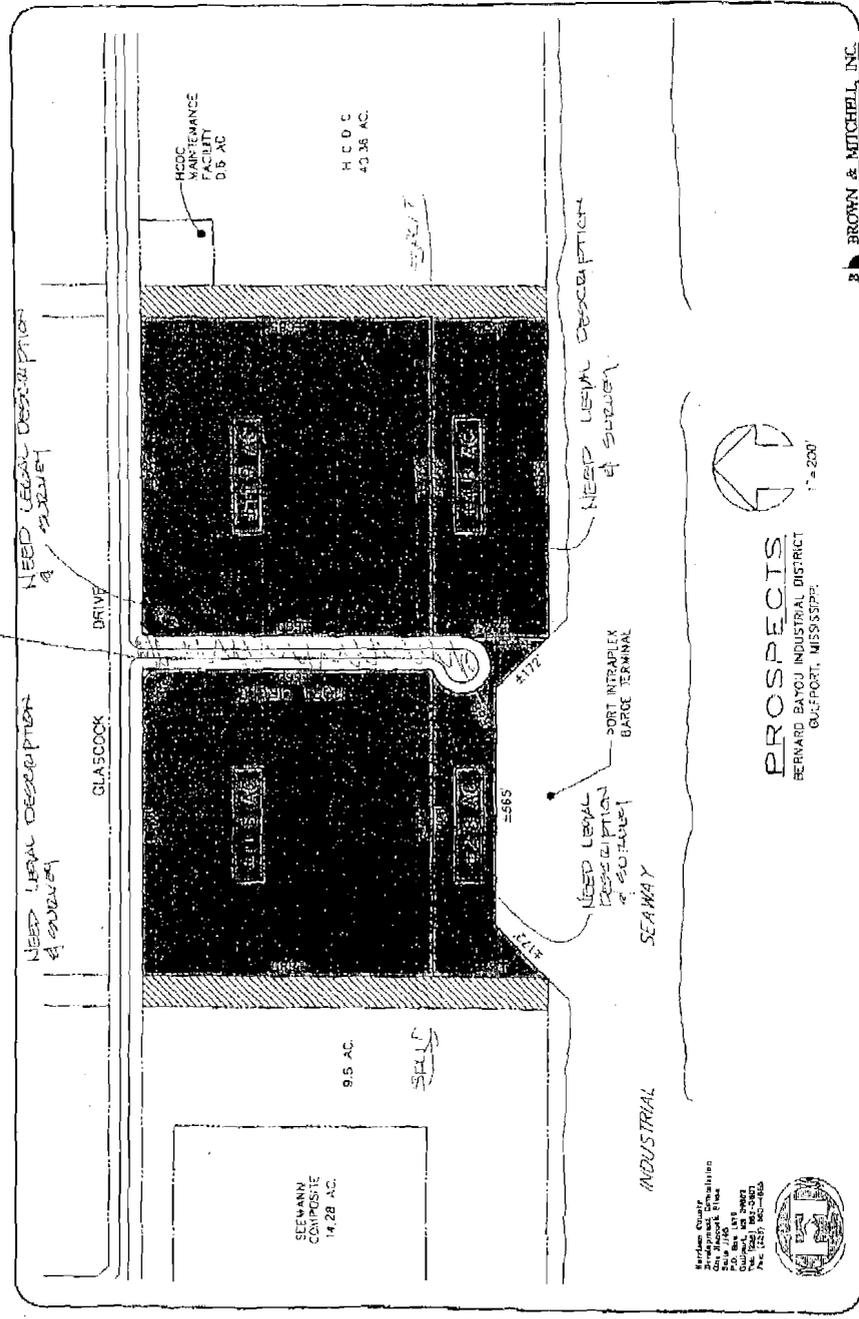
01/23/2006 22:48

2288639300

MONTGOMERY BARNETT

PAGE 03/03

*2034 H-99  
30' ESMT. FOR WAREHOUSE/LOADS*



*APR 10 2006*

*2 LEGALS INSTEAD OF 4*

Bernard County  
 Planning & Zoning  
 100 N. 1st St.  
 P.O. Box 100  
 Gulfport, MS 39503  
 Phone: (601) 791-1000  
 Fax: (601) 791-1005

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

PORT INTRAPLEX

BERTH AND PROPERTY LEASE AGREEMENT (WEST)

BETWEEN

THE HARRISON COUNTY DEVELOPMENT COMMISSION

AND

GULF SHIP, L.L.C.



**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

**PORT INTRAPLEX BERTH AND PROPERTY LEASE AGREEMENT (WEST)**

THIS BERTH AND PROPERTY LEASE AGREEMENT (WEST) (this "Lease" or "Agreement") is entered into by and between the Harrison County Development Commission ("Commission") and Gulf Ship, L.L.C. ("Lessee") and is made effective as of January 1, 2006.

WITNESSETH:

WHEREAS, Commission is the owner in fee simple of, and had good and marketable title to certain real property identified as the Port Intraplex Barge Berth and adjoining real property lying on the northern bank of the Industrial Canal within the Bernard Bayou Industrial District; and

WHEREAS, Lessee is desirous of leasing said barge berth and adjoining property under the terms and conditions enumerated and incorporated in this Agreement;

NOW, THEREFORE, in consideration of mutual covenants and stipulations herein contained, the parties mutually agree and intend to be legally bound as follows:

**ARTICLE I. LEASE**

The Commission does hereby assign and lease to Lessee the following described land and barge berth (sometimes referred to herein as the "leased premises" or the "subject property"):

Shown as Exhibit "A"

Lessee shall have the exclusive use of the leased premises, the exclusive docking rights at the berth and any bulkheading hereafter constructed thereon and the exclusive rights to use the Industrial Canal out to its northern channel line.

**ARTICLE II. ACCEPTANCE**

Commission represents and warrants to Lessee that Commission has fee simple title to the leased premises subject to no liens, easements or other encumbrances or claims that would impair any permitted use thereof by Lessee and that no hazardous substances (hereinafter defined) are located on or about the leased premises. Based upon this representation and warranty, Lessee acknowledges that it has examined the designated berth assignment and finds the same to be in good and safe condition and accepts the designated berth assignment and location in its "as is" condition.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

**ARTICLE III. PURPOSE**

The subject property mentioned above is to be assigned and leased to Lessee on an exclusive bases for the term hereof, for general maritime purposes, including without limitation shipbuilding and ship repair activities. In the event Lessee for any reason desires hereafter to substantially modify and/or substantially change its use of the leased premises beyond such permitted purposes, the nature and terms of such modification and change must be approved in writing by the Commission, and this agreement must be amended in writing to authorize same.

**ARTICLE IV. IMPROVEMENTS**

Lessee shall not place any bulkhead or other permanent improvements at the location of the designated berth and the adjacent real property without the prior written consent of the Harrison County Development Commission Executive Director. Said consent shall not be unreasonably withheld.

Lessee agrees to provide to the Commission a complete set of plans and specifications detailing any permanent improvement which Lessee proposes to construct on the subject property prior to commencing any construction whatsoever. The Commission shall approve, within thirty (30) days of the submittal in writing, the proposed improvements which Lessee plans to construct on the subject property, which approval will not be unreasonably withheld. Said approval shall be deemed granted unless specific objections for the plans and specifications failure to comply with applicable rules and regulations are provided to Lessee in writing within said thirty (30) day period.

The Commission shall be responsible for maintaining all now existing or, after completed, hereafter arising bulkheads on the leased premises. Lessee shall be responsible for repairing damages caused by Lessee to bulkheads on the leased premises; provided, that such responsibility shall not apply to ordinary wear and tear.

**ARTICLE V. EASEMENTS**

The Commission hereby grants to Lessee the right to grant easements for the establishment, maintenance and construction of utilities services to the leased premises. In addition, the Commission shall cooperate with Lessee and execute and deliver any and all documents deemed necessary or appropriate by Lessee for establishing, maintaining or constructing utilities services to the leased premises, including without limitation the granting of easements therefor.

**ARTICLE VI. TERM**

The term of this Agreement shall run from the date that Lessee acquires the property directly to the north of the leased premises through February 29, 2016. Provided Lessee is not in default of this agreement after giving effect to applicable notice and cure periods, Lessee shall have the option to extend this lease under the same terms and conditions of the original lease term of this Agreement for six (6) subsequent periods of five (5) years each. The option for each such renewal term shall be deemed to have been exercised by Lessee unless Lessee shall have

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

provided to the Commission notice of its intent to not renew this Agreement at least thirty (30) days before the expiration of the applicable term. References in this Agreement to "the term hereof" or similar wording shall include any applicable renewal terms.

**ARTICLE VII. RENT**

Lessee shall pay to the Commission annual rent during the initial term of this Agreement in the amount of forty-cents (\$.40) per linear foot of the barge berth per day (\$102,200), said rent to be paid in monthly installments in the amount of eight thousand five hundred sixteen and 67/100 dollars (\$8,516.67) in advance on the commencement date of the initial term of this Agreement and thereafter on the first day of each month.

In the event that said rent is not paid by the 15th date of each month, then the amount of the rent due to the Commission shall be increased by an amount equal to 10% of the total amount due of past due rent per each thirty (30) days. Acceptance of any late fee shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent the Commission from exercising any other rights and remedies available to the Commission hereunder.

If Lessee exercises any of the options to extend this agreement, the annual rent for each renewal term shall be increased (or decreased if applicable) by an amount derived by multiplying the annual rent for the preceding term times the average, expressed as a percentage, of the CPI (hereinafter defined) for each 12 month period in the preceding term; provided, that the latter percentage number shall not be greater than five percent (5%). Rent payments shall remain monthly.

"CPI" means the Consumer Price Index for all Urban Consumers, U.S. City Average, 1982-1984 = 100 (All Items) (without seasonal adjustments), as published by the Bureau of Labor Statistics of the United States Department of Labor. If the CPI (or a successor or substitute index) is not available, then a reliable governmental or other non-partisan publication evaluating the information theretofore used in determining the CPI will be used in lieu of such CPI. If the CPI is no longer published and there is no reasonably comparable similar index then being published, then for purposes of applying the foregoing change of rent the average consumer prices in the United States will be determined by arbitration in accordance with the rules of the American Arbitration Association.

**ARTICLE VIII. TAXES**

Lessee shall be responsible for all taxes on its personal property.

**ARTICLE IX. LIENS**

Lessee will be solely and fully responsible for, indemnify the Commission from and against, and completely save the Commission harmless for any and all liens, claims, causes of action, or any other disputes arising from or in any way related to any construction of any improvements on leased premises by Lessee or by persons on behalf of Lessee.

**ARTICLE X. INSPECTION**

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

The Commission shall during normal business hours be permitted and allowed to enter the leased property to inspect the condition of the same and /or Lessee's operations and/or improvements to determine compliance with the terms of this Agreement but the Commission shall not unreasonably interfere with the conduct of Lessee's business.

**ARTICLE XI. INSURANCE**

In pursuit but not in derogation of or by way of substitution for Lessee's obligations under this agreement, Lessee shall at all times cause to be maintained at its sole cost and expense minimum insurance coverage as required by the Commission's insurance requirements as to commercial general liability and worker's compensation for any and all activities Lessee may conduct on or at the lease property. The Commission shall promptly notify Lessee in writing of any changes in the Commission's applicable insurance requirements and Lessee shall not be required to conform its insurance to any such changes until thirty (30) days after such notice has been received by Lessee.

**ARTICLE XII. WATERWAY MAINTENANCE**

The Commission shall use its best efforts to cause the Corps of Engineers (and its successors and assigns) to maintain the channel of the Industrial Canal as a navigable waterway and to conduct a dredging program such that the channel of the Industrial Canal maintains at all times a minimum water depth of twelve (12) feet. As to that part of the Industrial Canal between the leased premises and the channel, the Commission shall maintain such part as a navigable waterway and conduct a dredging program such that such part maintains at all times a minimum water depth of twelve (12) feet.

**ARTICLE XIII. SECURITY**

The Commission makes no warranty with regard to security of the leased premises. Lessee agrees that the Commission has no duty whatsoever to provide security to Port Intraplex and otherwise agrees that Lessee shall be responsible for the safety and general security concerns of its employees, agents, and for any and all property owned by Lessee. In furtherance of such safety and security, Lessee shall have the right to erect such fences and guard houses and take such other actions and precautions that it reasonably deems necessary or appropriate.

**ARTICLE XIV. GENERAL INDEMNIFICATIONS**

Except for claims arising out of acts caused by the negligent, reckless or willful acts or omissions of Commission, its employees, agents, servants or other person for whom Commission is responsible or failure by the Commission to comply with its obligations, representations or warranties under this Agreement, Lessee shall protect, indemnify and save harmless Commission (including the Commissioners of the Commission, its staff members, employees, agents and assigns) from and against any liabilities, obligations, claims, damages, penalties and causes of action arising or occurring during the term of the Agreement and caused by the negligent, reckless or willful acts or omissions of Lessee, its employees, agents, subcontractors and business invitees, by reason of:

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

A. any accident, injury or death of persons or for loss of or damage to property occurring on the location of designated berth assignment or any part thereof;

B. any failure on the part of Lessee to perform or comply with any of the terms of this Agreement; or

C. the performance of any labor or services or the furnishing of any materials or other property at the request of Lessee in respect to the location of designated berth assignment and not required by this or any other agreement to be performed or furnished by Commission.

Subject to the foregoing, the Commission assumes no responsibility for marine loss or damage to any cargo of any description, nor assumes any responsibility for marine loss or damage to any vessel, barge, tugboat, or other charter while within the harbor limits of the Bernard Bayou Industrial District.

The Commission shall protect, indemnify and save harmless Lessee for claims arising out of acts caused by the negligent, reckless or willful acts or omissions of Commission, its employees, agents, servants or other person for whom Commission is responsible or failure by the Commission to comply with its obligations, representations or warranties under this Agreement.

**ARTICLE XV. ENVIRONMENTAL INDEMNITY**

(A) Lessee is prohibited from disposing or depositing hazardous substances in any manner whatsoever on the leased premises in a manner contrary to applicable laws and regulations. Lessee may only use hazardous substances at the leased premises if such substance and/or materials are utilized in the manner prescribed or permitted by federal and state statutes and regulations. In the event that Lessee breaches this obligation, Lessee agrees to indemnify and hold the Commission (including the Commissioners of the Harrison County Development Commission, its staff members, employees, agents and assigns) harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including attorneys fees) arising directly or indirectly from or out of or in any way connected with Lessee's disposal of hazardous materials on Commission's property resulting in any damage to Commission's property, environmental or otherwise.

(B) Lessee acknowledges that it will be solely responsible for all costs and expenses related to environmental clean up, as may be required by Mississippi Department of Environmental Quality, the United States Environmental Protection Agency or by any applicable law, rule or regulation, resulting from any release, threatened release, or disposal of any hazardous substances and/or hazardous materials at or upon the leased premises caused by Lessee, and agrees to indemnify and hold harmless Commission from any liability, costs and expenses related to same excluding damages, liabilities, costs and/or expenses relating to any pre-closing condition (hereinafter defined) that pertain to any release, threatened release or disposal of any hazardous substances or hazardous materials, whether on or off the leased premises. Lessee's obligations under this Agreement are unconditional.

(C) The terms "hazardous substances" and "hazardous materials" shall include "hazardous waste, hazardous or toxic material, a hazardous, toxic, or radioactive substance,

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

petroleum, including crude oil or any fraction thereof, flammable explosives, asbestos, any material containing polychlorinated biphenyls, and any of the substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., Hazardous Materials Transportation Act, 49 U.S.C. Section 1802, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., and the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. Section 2601, et seq., or any other federal, state, local or other governmental legislation, statute, law, code, rule, regulation or ordinance identified by its terms as pertaining to the disposal, storage, generation or presence of hazardous substances or waste.

(D) The Commission acknowledges that Lessee, its owners, employees, agents, subcontractors, successors and assigns shall not be responsible for, and the Commission shall indemnify and hold harmless Lessee from and against (to the extent allowable under Mississippi law), any and all damages or liabilities, costs, expenses, penalties, fines or lawsuits to the extent they arise from:

- (1) a Pre-closing Condition as defined below related to:
  - (a) any release, threatened release, or disposal of any hazardous substances and/or hazardous materials at the leased premises; the operation or violation of any environmental law at the leased premises; or,
  - (b) any environmental claim in connection with the leased premises; or,
- (2) the inaccuracy or breach of any representation or warranty by the Commission in this Agreement;

(E) This environmental indemnity shall be binding upon the successors and assigns of Commission and shall benefit Lessee and its directors, officers, employees, and agents, and its respective successors and assigns subject to the following:

- (1) Any party seeking indemnification (the "Indemnitee") pursuant to this Article shall provide a written and reasonable detailed notice to the other party (the "Indemnitor") Promptly and no later than 180 days after first learning of facts or circumstances which could Reasonably be anticipated to provide the basis of a claim for indemnification (the "Indemnity Claim"), provided that and Indemnitee's untimely Indemnity Claim Notice shall not bar an Indemnity Claim but shall reduce the Indemnitor's liability to the extent the delay demonstrably increases the amount or magnitude of the Indemnity Claim or to the extent any delay shall result in any loss or impairment of any defense otherwise available to Indemnitor.
- (2) The Indemnitor shall have the right to control the defense, response, proceedings and any settlement (at no cost or risk to Indemnitee) for an Indemnity Claim which arises from a claim or demand by third party (a

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

“Third Party Claim”). No later than 60 days after Indemnitor is in receipt of the Indemnity Claim (the “Election Date”), the Indemnitor shall notify the Indemnitee whether the Indemnitor elects to defend the Indemnitee against the Third Party Claim. During the period following receipt of notice of a Third Party Claim by Indemnitor and the Election Date (the “Election Period”), the Indemnitee may file at Indemnitee’s expense any pleading Indemnitee deems necessary to protect its interests, provided that such pleading does not result in any adverse final conclusion against Indemnitor.

- (3) If Indemnitor elects by the Election Date to control the defense, response, proceedings, and any settlement for any Third Party Claim, then:
- (4) Indemnitor shall diligently pursue the Third Party Claims to a final conclusion;
- (5) Indemnitor shall pay promptly any resulting expense, judgment, damage, or liability;
- (6) Indemnitee shall have the right to monitor and participate (but not in any way which will compromise or interfere with Indemnitor’s defense) at its expense;
- (7) Indemnitor and Indemnitee shall cooperate reasonably, including as to contested claims, counterclaims, availability of witnesses and documents; and,
- (8) Indemnitor shall not consent to any judgment or enter into any settlement without the written consent of Indemnitee, which shall not be unreasonably withheld, but if Indemnitee fails to promptly (within five (5) days of the Indemnitee’s receipt of such request) respond to a request by Indemnitor for consent to any written, firm, bona fide compromise, then the Indemnitor’s liability for the Third Party Claim shall be limited to the amount of such proposed compromise.

(F) For the purpose of this Agreement, the term “Pre-closing Condition” shall mean an environmental condition of the leased premises existing or occurring prior to the commencement of the term of this Agreement.

**ARTICLE XVI. DEFAULT AND TERMINATION OF AGREEMENT**

If any party fails to perform any of its obligations under this Agreement, or materially breaches any provision or condition of this Agreement, and such breach continues for sixty (60) days after the non-defaulting party gives to the other party a written notice thereof, the non-defaulting party may thereafter, and notwithstanding any waiver of any prior breach or condition, without further notice or demand, sue for specific performance or declare this Agreement and all rights of the defaulting party terminated; provided, however, that (i) Lessee shall have only fifteen (15) days to cure a rent payment default (after its receipt of written notice from the Commission), and (ii)

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

as to other defaults if such defaulting party has commenced and is pursuing in good faith the curing of a breach of any provision or condition of this Agreement, but cannot, by the exercise of due diligence, complete the curing of same within the specified sixty (60) day period, the defaulting party shall be allowed such additional time as is reasonably necessary to complete the curing of said breach, during which additional time the non-defaulting party shall refrain from exercising any of its remedies hereunder in regard to such breach.

If a party breaches or fails to comply with any provision of this Agreement, such defaulting party shall reimburse the other for all costs, including reasonable attorney's fees, in enforcing the non-defaulting party's rights under this Agreement.

The rights granted herein are intended to be the exclusive remedies of the parties.

In addition to Lessee's rights to cure any Lessee default hereunder, if the beneficiary of any deed of trust encumbering this Agreement has provided to the Commission written notice of such deed of trust, then the Commission shall provide to such beneficiary notice of any Lessee default hereunder when it provides the notice to Lessee and the Commission shall accept cure of any such default if made by such beneficiary.

**ARTICLE XVII. REMOVAL OF PERSONAL PROPERTY AND REFUSE AND RETURN OF DESIGNATED BERTH ASSIGNMENT**

On expiration of this Agreement Lessee shall remove all personal property and refuse from the leased premises and return the leased premises to the Commission in good and clean condition, reasonable wear and tear excepted. All permanent fixtures shall remain with the property unless Lessee removes them at its expense.

**ARTICLE XVIII. TERMINATION UPON SALE OR ABANDONMENT**

If the property contiguous with and directly to the north of the leased premises is sold by the owner thereof to a person or entity that is not an Affiliate (hereinafter defined) of Lessee and this Agreement is not assigned pursuant to Article XIX below to such person or entity or an entity that is an Affiliate of such person or entity, then the Commission may at its sole discretion void and terminate this Agreement. If the leased premises becomes abandoned or any use as stated in Article III ceases to exist or no day-to-day operations continue for a period of 24 months, then the Commission at its sole discretion may terminate this Agreement. "Affiliate" of any person or entity shall mean any other person or entity directly or indirectly controlling, controlled by or under common control with such person or entity. A person or entity shall be deemed to control another person or entity if the controlling person or entity owns 10% or more of any class of voting securities (or other ownership interests) of the controlled person or entity or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled person or entity, whether through ownership of stock, by contract or otherwise.

**ARTICLE XIX. ASSIGNMENT**

No assignment of this lease shall be permitted; provided, that (i) Lessee may assign this Agreement to an Affiliate if such Affiliate has at least as much capital as the then existing Lessee, (ii) if the property contiguous with and directly to the north of the leased premises is sold

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

by the owner thereof to a person or entity that is not an Affiliate of Lessee, then Lessee contemporaneously with such sale may assign this Agreement to such person or entity or an entity that is an Affiliated of such person or entity, and (iii) Lessee may grant deeds of trust on its rights, title and interest in and to this Agreement and the leased premises to secure indebtedness incurred in connection with the Business (hereinafter defined) (provided, further, that the Commission's consent nevertheless still would be required to this Agreement being assigned to any third party). Furthermore, as to any security interests in personal property of Lessee (now existing or hereafter arising) granted by Lessee to secure indebtedness in connection with the Business, the Commission agrees that any lien or similar rights that it now or hereafter may have, whether arising by law or otherwise, shall be subordinated to such security interests. "Business" means (1) improvements made to the leased premises and surrounding properties leased or owned by Lessee and its Affiliates, (2) equipment and inventory acquired or leased by Lessee and its Affiliates for use on the leased premises and surrounding properties leased or owned by Lessee and its Affiliates, and (3) working capital for use by Lessee and its Affiliates in connection with the business conducted on the leased premises and surrounding properties leased or owned by Lessee and its Affiliates. The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective successors.

**ARTICLE XX. SURRENDER UPON TERMINATION**

Lessee shall repair any damage caused to the barge berth leased herein which occurs as a result of Lessee's negligence during the term of this lease.

**ARTICLE XXI. COMPLIANCE WITH APPLICABLE LAWS**

Lessee shall promptly comply with all federal, state and municipal laws, orders and regulations material to the conduct of its business, and with all lawful directives of public offices which impose any duty upon it with respect to the leased premises.

**ARTICLE XXII. SEVERABILITY**

If any provision of the Berth Assignment or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and the application of such remaining provision(s) shall not be affected thereby.

**ARTICLE XXIII. CAPTIONS AND INTERPRETATIONS**

The captions, section numbers and article numbers appearing in this Agreement in no way define, limit, construe or describe the scope or intent of such section or article of this Agreement. The language in all parts of this Agreement shall, in all cases, be construed as part of the whole according to its fair meaning and not strictly for or against Commission or Lessee.

**ARTICLE XXIV. COUNTERPARTS**

This Agreement may be simultaneously executed in two or more counterparts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

**ARTICLE XXV. NO PARTNERSHIP**

Commission or Lessee shall not be considered and deemed to be joint venturers or partners, and neither shall have the power to bind or obligate the other except as set forth herein.

**ARTICLE XXVI. QUIET ENJOYMENT**

So long as Lessee is not in default of its obligations hereunder after giving effect to applicable notice and cure periods, the Commission shall maintain Lessee in quiet enjoyment and peaceable possession of the leased premises.

**ARTICLE XXVII. NOTICES**

Any notice required or permitted to be given under this Agreement shall be provided to the parties at the addresses below (unless another address is given in accordance herewith):

Harrison County Development Commission  
12292 Intraplex Parkway  
Gulfport, Mississippi 39503  
Phone: 228/896-5020

Gulf Ship, L.L.C.  
16201 East Main Street  
P.O. Box 310  
Galliano, LA 70354  
Attn: Mr. Gary Chouest  
Phone: 985-632-7144

Any such notice shall be sent by U.S. certified mail, postage prepaid (deemed received upon the earliest of receipt, refusal of receipt or 5 business days after being deposited in the mail), personal delivery or commercial recognized overnight courier (deemed received on the next business day).

**ARTICLE XXVIII. NON-WAIVER**

No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of the right, shall be constitute a waiver of that or any other right, unless otherwise expressly provided herein.

**ARTICLE XXIX. GOVERNING LAW; JURISDICTION**

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

The Commission and Lessee hereby irrevocably consent to the jurisdiction of the state courts of Mississippi and the federal courts in Mississippi, and agree that any action or proceeding arising out of or brought to enforce the provisions of this Agreement may be brought in any court having subject matter jurisdiction.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

**ARTICLE XXX. RECORDATION**

Either party may record this Agreement or require that the other party execute and deliver with such party an extract of this Agreement for recordation.

**ARTICLE XXXI. OBLIGATIONS**

The obligations of Lessee hereunder and under any documents executed and delivered in connection herewith are that of Lessee only and not of any Affiliate of Lessee.

**ARTICLE XXXII. RIGHT OF FIRST REFUSAL**

(A) If the Commission receives a bona fide unsolicited offer to purchase the leased premises, any part thereof, or property which includes the leased premises (the "Purchase Offer"), and desires to accept the same, then Lessee shall have the right of first refusal to purchase the applicable property at the same price and upon the same terms and conditions as contained in the Purchase Offer. Immediately upon receiving a Purchase Offer, the Commission shall notify Lessee in writing, setting forth the name and address of the prospective purchaser, the proposed purchase price and all other terms and conditions of the Purchase Offer. Lessee shall have a period of thirty (30) calendar days after receipt of said notice within which to notify the Commission of its election to purchase on the terms contained in such offer. In the event Lessee fails to give notice of its election to purchase within such thirty (30) day period, or declines to purchase the leased premises, this Agreement nevertheless shall remain in full force and effect, shall survive the sale of the leased premises and shall be binding upon the purchaser or purchasers of the leased premises. If the property subject to a Purchase Offer is not sold on the terms and conditions set forth therein (with no change in the purchase price or method of payments thereof) to the purchaser making or accepting such offer no later than forty-five (45) days after the date of closing specified therein, then Lessee's rights as provided herein shall again apply as to such Purchase Offer and shall also apply as to any subsequent Purchaser Offer or Sale Offer (hereinafter defined).

(B) If the Commission desires to list with an agent for sale, or sell on its own, the leased premises, any part thereof or any property which includes the leased premises (the "Sale Offer"), then Lessee shall have the right of first refusal to purchase the applicable property at the same price and upon the same terms and conditions as would be contained in the Sale Offer or, if the Commission has not determined such terms, then Lessee shall be entitled to make an offer with respect to the applicable property. Prior to making a Sale Offer, the Commission shall notify Lessee in writing, setting forth (if already determined) the proposed purchase price and all other already determined terms and conditions of the Sale Offer. Lessee shall have a period of forty-five (45) calendar days after receipt of said notice within which to notify the Commission of its election or of its offer. In the event Lessee fails to give notice of its election to purchase or its offer within such forty-five (45) day period, or declines to purchase the leased premises, this Agreement nevertheless shall remain in full force and effect, shall survive the sale of the leased premises and shall be binding upon the purchaser or purchasers of the leased premises. The Commission shall not in any event be entitled to sell the applicable property for a price lesser than that which was offered by Lessee. If the property subject to a Sale Offer subsequently is subject to a purchase agreement between the Commission and a third party and is not sold by

**M I N U T E S**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

forty-five (45) days after the date of closing specified therein, then Lessee's rights as provided herein shall again apply as to such Sale Offer and shall also apply as to any subsequent Purchaser Offer or Sale Offer.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement effective as of the date first above written.

**HARRISON COUNTY DEVELOPMENT COMMISSION**

By: \_\_\_\_\_  
Name:  
Title:

**GULF SHIP, L.L.C.**

By: \_\_\_\_\_  
Name:  
Title:

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the \_\_\_ day of January, 2006, the undersigned authority in and for the County and State aforesaid, the within named \_\_\_\_\_, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of the Harrison County Development Commission.

WITNESS my hand and official seal of office on this the \_\_\_ day of January, 2006.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**M I N U T E S**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

STATE OF LOUISIANA

PARISH OF LAFOURCHIE

PERSONALLY came and appeared before me on this the \_\_\_ day of January, 2006, the undersigned authority in and for the Parish and State aforesaid, the within named \_\_\_\_\_, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of Gulf Ship, L.L.C., a Mississippi corporation.

WITNESS my hand and official seal of office on this the . . . day of January, 2006.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

ORDER

There next came on for consideration the request of HARRISON COUNTY DEVELOPMENT COMMISSION to concur in a Resolution authorizing the lease of approximately TWO AND 8/10 (2.8) acres of real property in Bernard Bayou Industrial Park, First Judicial District of Harrison County, Mississippi, to GULF SHIP, L.L.C., and after a full discussion of the subject, Supervisor **LARRY BENEFIELD** offered the adoption of the following Order, to-wit:

**AN ORDER CONCURRING IN THE RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION APPROVING OF THE LEASE OF APPROXIMATELY TWO AND 8/10 (2.8) ACRES OF REAL PROPERTY SITUATED IN BERNARD BAYOU INDUSTRIAL PARK TO GULF SHIP, L.L.C., FOR THE PURPOSE OF CONSTRUCTING AND OPERATING A MARITIME OPERATION INCLUDING SHIPBUILDING AND SHIP REPAIR, WITH SUCH LEASE BEING IN ACCORDANCE WITH THE BERTH AND PROPERTY LEASE AGREEMENT ATTACHED TO SAID RESOLUTION AS EXHIBIT "B" AND HAVING A LEASE PRICE OF ONE HUNDRED TWO THOUSAND TWO HUNDRED DOLLARS (\$102,200.00) PER YEAR FOR A PERIOD OF TEN (10) YEARS; AND AUTHORIZING THIS BOARD TO JOIN IN THE LEASE OF SAID REAL PROPERTY.**

It is therefore,

ORDERED, that it is hereby acknowledged that this Board has received a Resolution by the Harrison County Development Commission authorizing the lease of approximately Two and 8/10 (2.8) acres of real property situated in Bernard Bayou Industrial Park, to Gulf Ship, L.L.C., for the purpose of constructing and operating a general maritime operation including shipbuilding and ship repair, with such lease being in accordance with the Berth and Property Lease Agreement attached to said Resolution as Exhibit "B", and having a lease price of One Hundred Two Thousand Two Hundred Dollars (\$102,200.00) per year for a period of ten (10) years, and requesting this Board to concur in said Resolution and to join in the lease of said real property. It is further,

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

ORDERED, that the Harrison County Board of Supervisors does hereby approve the lease of approximately Two and 8/10 (2.8) acres of real property situated in Bernard Bayou Industrial Park, to Gulf Ship, L.L.C., for the purpose of constructing and operating a general maritime operation including shipbuilding and ship repair, with such lease being in accordance with the Berth and Property Lease Agreement attached to said Resolution as Exhibit "B" and it is, further,

ORDERED, that the President and Clerk of the Board are hereby authorized and directed to execute a Berth and Property Lease Agreement in substantial conformity to the Berth and Property Lease Agreement attached as Exhibit "B" to the Resolution of the Harrison County Development Commission.

SUPERVISOR **WILLIAM MARTIN** on a roll call vote, the result was as follows:

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

A majority of the Supervisors present and voting in the affirmative, the President declared the motion carried and the order adopted on the 6<sup>th</sup> day of February, 2006.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

There next came on for discussion the conveyance of certain real property located in the Bernard Bayou Industrial Park to GULF SHIP, L.L.C., or its proper assign, and after a general discussion of the subject Commissioner Richard Bennett, Jr., on reconsideration of action taken at the Commission's January 24, 2006, meeting, offered the following Resolution for adoption:

**RESOLUTION**

A RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION AUTHORIZING AND APPROVING THE SALE OF APPROXIMATELY TWENTY FOUR AND 57/100 ACRES (24.57) ACRES OF REAL PROPERTY SITUATED IN THE BERNARD BAYOU INDUSTRIAL PARK TO GULF SHIP, L.L.C., OR ITS PROPER ASSIGN, FOR THE PURPOSE OF CONSTRUCTING AND OPERATING A GENERAL MARITIME OPERATION INCLUDING SHIPBUILDING AND SHIP REPAIR, WITH SUCH PURCHASE BEING IN ACCORDANCE WITH THE REAL ESTATE PURCHASE AGREEMENT ATTACHED HERETO AS EXHIBIT "B", AND HAVING A PURCHASE PRICE OF ONE MILLION FORTY-FOUR THOUSAND ONE HUNDRED FORTY DOLLARS (\$1,044,140.00); AND REQUESTING THE HARRISON COUNTY BOARD OF SUPERVISORS TO CONCUR IN THIS RESOLUTION AND TO JOIN IN THE CONVEYANCE OF SAID REAL PROPERTY.

BE IT RESOLVED by the Harrison County Development Commission that:

WHEREAS, at its special meeting of February 1, 2006, this Commission considered the offer of GULF SHIP, L.L.C., OR ITS PROPER ASSIGN, to purchase approximately TWENTY FOUR AND 57/100 (24.57) ACRES of real property situated in the Bernard Bayou Industrial Park, which is more particularly described in Exhibit "A", for the purpose of constructing and operating a general maritime operation including shipbuilding and ship repair, for the amount of ONE MILLION FORTY-FOUR THOUSAND ONE HUNDRED FORTY DOLLARS (\$1,044,140.00); and

WHEREAS this Commission does find and does so adjudicate that it would be in the public's interest to sell said parcel of real property situated in the Bernard Bayou Industrial Park

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

to GULF SHIP, L.L.C., OR ITS PROPER ASSIGN, for the purpose of constructing and operating a general maritime operation including shipbuilding and ship repair, which such purchase being in accordance with the Real Estate Purchase Agreement attached hereto as Exhibit "B", and having a purchase price of ONE MILLION FORTY-FOUR THOUSAND ONE HUNDRED FORTY DOLLARS (\$1,044,140.00); and

WHEREAS, the Harrison County Development Commission does find and adjudicate is a fair and reasonable price for said property, and that the terms of said sale are fair and reasonable and ensure that the conveyance contemplated therein shall be in furtherance of the goals and purposes of the Harrison County Development Commission as articulated in Mississippi Code § 59-9-1, et seq.; and

WHEREAS, the Harrison County Board of Supervisors should be requested to concur herein and to join in the conveyance of said real property and the execution of a Special Warranty Deed in substantial conformity to the document attached hereto as Exhibit "C". Now, therefore,

BE IT RESOLVED, that the Harrison County Development Commission does find and adjudicate that it would be in the public interest to sell approximately TWENTY FOUR AND 57/100 (24.57) ACRES of real property situated in The Bernard Bayou Industrial Park to GULF SHIP, L.L.C., OR ITS PROPER ASSIGN, for the purpose of constructing and operating a general maritime operation including shipbuilding and ship repair, with such purchase being in accordance with the Real Estate Purchase Agreement attached hereto as Exhibit "B", and having a purchase price of ONE MILLION FORTY-FOUR THOUSAND ONE HUNDRED FORTY DOLLARS (\$1,044,140.00);

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

RESOLVED FURTHER, that the President and Secretary of the Harrison County Development Commission are hereby authorized and directed to execute a Special Warranty Deed in substantial conformity to the Special Warranty Deed attached to this Resolution as Exhibit "C".

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

On a roll call vote, the result was as follows:

Commissioner Johnny Atherton	Voted:	AYE
Commissioner Sharon Bentz	Voted:	Absent
Commissioner Richard Bennett, Jr.	Voted:	AYE
Commissioner Frank Castiglia, Jr., President	Voted:	AYE
Commissioner Warren Conway	Voted:	Absent
Commissioner Henry Kinney	Voted:	Absent
Commissioner Alicia Ellis	Voted:	AYE
Commissioner Franklin Kyle, Jr.	Voted:	Absent
Commissioner Mark Schloegel	Voted:	Absent
Commissioner Jimmy Walker	Voted:	AYE
Commissioner Brian Gollott	Voted:	AYE

A majority of the Members present and having voted in the affirmative, the President declared the motion carried and the resolution adopted on the 1st day of February, 2006.

**C E R T I F I C A T E**

I, Johnny Atherton, Secretary of the Harrison County Development Commission, hereby certify that the foregoing Resolution dated February 1, 2006, is a true and correct copy of such Resolution adopted on such date.

WITNESS MY SIGNATURE, this the 1<sup>st</sup> day of February, 2006.

Subscribed and sworn to before me in my presence, this 1<sup>st</sup> day of February, 2006, a Notary Public in and for the County of Harrison, State of Mississippi.  
Pamela J. Rayburn  
 (signature) Notary Public  
 My Commission Expires July 25, 2009.

Johnny Atherton  
 Johnny Atherton, Secretary  
 Harrison County Development Commission

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

01/23/2006 22:48 2288639308

MONTGOMERY BARNETT

PAGE 01/03

January 23, 2006

Re: BMI Project No. 2039H-99

LEGAL DESCRIPTION: North Parcel

A parcel of land located in and being a portion of Lots 9 and 10, Subdivision No. 2 of Bernard Bayou Industrial District, City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at an iron rod located 55 feet east of the northwest corner of said Lot 9, Subdivision No. 2 of Bernard Bayou Industrial District, as recorded in Plat Book 25, Page 26, said iron rod also being the northeast corner of a 75-foot wide drainage easement and being located on the south right-of-way of Seaway Road; thence S 00°11'00" W 1548.24 feet along the east line of a 75-foot wide drainage easement to the north right-of-way of Glascock Drive; thence continue S 00°11'00" W 80.00 feet to a point located on the south right-of-way of Glascock Drive, said point being the Point Of Beginning, said point also being located on the east line of a 75-foot wide drainage easement; thence N 89°59'25" E 1562.36 feet along the south right-of-way of Glascock Drive to the west line of a 75-foot wide drainage easement; thence S 00°11'12" W 685.00 feet along said west line of a 75-foot wide drainage easement; thence S 89°59'25" W 1562.32 feet to the east line of a 75-foot wide drainage easement; thence N 00°11'00" E 685.00 feet along said east line of a 75-foot wide drainage easement to the said Point Of Beginning.

Said parcel of land contains 24.568 acres, more or less.

The east 30 feet of the west 782 feet of the above described parcel of land is reserved for an Ingress/Egress Easement.

(PARCEL NOT SURVEYED)



**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

HARRISON COUNTY DEVELOPMENT COMMISSION  
**REAL ESTATE PURCHASE CONTRACT**

This is a contract by and between the **HARRISON COUNTY DEVELOPMENT COMMISSION**, acting for and on behalf of HARRISON COUNTY, MISSISSIPPI, (hereinafter referred to as "Seller"), and **GULF SHIP, L.L.C.**, (hereinafter referred to as "Purchaser").

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

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

1. **AGREEMENT.** Subject to the terms and conditions of this Contract, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, that certain tract of real property, located in the 1<sup>ST</sup> Judicial District, Harrison County, Mississippi, and more particularly described in the Special Warranty Deed attached hereto as EXHIBIT "A".
2. **PURCHASE PRICE.** The purchase price for the property is One Million Forty-Four Thousand One Hundred Forty dollars (\$1,044,140.00), to be amended at closing by written consent of the parties only in the event the legal description in the Special Warranty Deed differs from that description contained in the attached EXHIBIT "A". Said purchase price is to be paid in cash at closing less the deposit held by Seller.
3. **PURPOSE.** The above described land will be used for general maritime purposes including without limitation shipbuilding and ship repair, and such conveyance shall contain a covenant providing that if the Purchaser fails to make any affirmative act in furtherance of that use of the land for said purpose within one (1) year from the date of this sale, subject to extension for force majeure, Seller shall have the option, but not the obligation to repurchase said land at the price paid in Section 2 above less all engineering, legal or real estate fees incurred by Seller relating to this sale. Any improvements made by purchaser, prior to the expiration of the Commission's right to repurchase the property, other than improvements made in furtherance of the stated purpose shall be made at the risk of the Purchaser.
4. **DEPOSIT.** Purchaser has delivered in escrow to Seller the sum of ninety-nine thousand four hundred fifty dollars (\$104,414.00). In the event the transaction contemplated hereby closes as provided herein, the Deposit retained will be paid to the Seller at closing with Purchaser receiving a corresponding credit against the purchase price payable in cash at closing. If the transaction fails to close due to

Page 1



**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

operation of paragraph 9 or 10, or in the event that the Harrison County Board of Supervisors declines to approve the sale contemplated by this contract, then the deposit shall be disbursed to the purchaser. If the transaction otherwise fails to close due to Seller's inability or refusal to perform in breach hereof, the Purchaser shall be entitled to the prompt return of the deposit. If the transaction otherwise fails to close due to Purchaser's inability or refusal to perform in breach hereof, the Seller shall be entitled to retain the deposit as liquidated damages. No interest will be considered earned on the deposit.

5. **EXPENSES AND PRORATION ITEMS.** Subject to Section 16 hereof, each party shall bear its own respective cost including attorney's fees. Real estate taxes, utilities, and any other similar assessment affecting title to the property, if any, shall be prorated as of the date of closing. Recording fees to record the deed conveying title to the property shall be paid by the Seller.
6. **BROKER.** The Seller and Purchaser warrant and represent to each other that no broker has assisted in the transaction contemplated by the contract and that no broker is entitled to commission upon closing or otherwise.
7. **TITLE.** At closing, Seller will transfer title to the property to Purchaser by Special Warranty Deed. Said property shall be transferred subject to all existing reservations, restrictive covenants and/or easements of record. Purchaser shall take title as follows: Gulf Ship, L.L.C., or permitted assign. Other than as to any affiliates of Purchaser (hereinafter defined as "any entity within the Edison Chouest Group"), title may not be assigned or taken in the name of any other entity after approval of this contract by the Harrison County Development Commission without prior written approval of the Harrison County Development Commission and by the Harrison County Board of Supervisors.
8. **INDEMNIFICATION.** The Purchaser shall protect and indemnify and hold harmless Harrison County and the Harrison County Board of Supervisors and the Harrison County Development Commission, its members, directors, officers, employees, agents, and any successors thereof from any and all loss, damages, suits, penalties, costs, liability, or expenses arising out of any claim for loss or damage to property, injuries to or death of persons, contamination of or adverse effect on the environment, or any violation of federal, state, or local government laws, ordinance, rules, or regulations, caused by or resulting from any hazardous materials, substance, gas, or liquid as defined by the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S. § 8691 et seq., or other similar federal, state, or local law or ordinance in the rules or regulations promulgated thereof under which would necessitate response or remedial action under the aforesaid law, ordinances, rules, or regulations, arising from the acts and/or omissions of Purchaser.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Conversely, Seller shall protect and indemnify and hold harmless The Purchaser, its members, directors, officers, employees, agents and any successors thereof from any and all loss, damages, suits, penalties, costs, liability, or expenses arising out of any claim for loss or damage to property, injuries to or death of person, contamination of or adverse effect on the environment, or any violation of federal, state, or local government laws, ordinance, rules, or regulations, caused by or resulting from any hazardous materials, substance, gas, or liquid as defined by the Comprehensive Environment Response Compensation and Liability Act, 42 U.S. § 8691 et seq., or other similar federal, state, or local law or ordinance in the rules and regulations promulgated thereof under which would necessitate response or remedial action under the aforesaid law, ordinances, rules, or regulations, arising from the acts and/or omissions of Seller.

9. **SELLER REPRESENTATION.** These indemnifications and hold harmless obligations shall be in addition to any and all other remedies available to Seller. Seller knows of no hazardous substances on or under the property and, if any such information comes to the attention of Seller prior to closing, Seller will promptly notify Purchaser in writing, in which event Purchaser shall have the right to terminate this agreement and if so terminated, then Seller shall promptly repay the deposit back to Purchaser.
10. **TITLE INSPECTIONS.** Within fifteen (15) working days of the effective date of this contract, Purchaser shall have the right to examine the title of subject property and shall give Seller notice of any exception to title to which Purchaser objects. In the event that the Seller is unable or unwilling to remove such objectionable exceptions at or before closing, then to the exclusion of any other remedies which might otherwise be available to Purchaser, Purchaser shall either, at its election (i) proceed to closing, with no adjustment to purchase price, with the objectionable exception on title or (ii) terminate this contract and upon any such termination, in which event this contract shall be terminated and of no further force or effect and the parties hereto shall have no further rights or obligations under this contract and the deposit shall be promptly paid to Purchaser as Purchaser's sole and exclusive remedy. Failure by Purchaser to provide Seller with notice of objections to title as described above within fifteen (15) working days of the effective date of this contract shall be deemed to be an acceptance by Purchaser of any exceptions to title to any portion of the property which may exist.
11. **NOTICES.** Any notices given under this contract shall be in writing and, except as otherwise provided herein, shall be deemed given when received. Notices may be sent via facsimile transmission. If notice is sent by certified mail, postage prepaid, addressed to the following addresses, notice will be deemed received on the earlier of the date of actual receipt or five (5) days after its deposit with the

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

U.S. Post Office. Notices sent by mail shall be addressed to the following addresses:

If to Seller: Harrison County Development Commission  
12292 Intraplex Parkway  
Gulfport, MS 39503  
Telephone No.: (228) 896-5020  
Facsimile No.: (228) 896-6020

If to Purchaser: Gulf Ship, L.L.C.  
16201 East Main Street  
P.O. Box 310  
Galliano, LA 70354  
Attn: Gary Chouest  
Telephone N.: 985-632-7144  
Facsimile No.: 985-632-2282

12. **EFFECTIVE DATE.** The effective date of this contract shall be on the date it is approved by the Harrison County Board of Supervisors. In the event that the contract is executed on different dates, the date of execution shall be considered to be the date it was signed by the last party.
13. **BUILDING APPROVAL.** No building or other construction shall be erected or placed on any lot, or altered, until the complete construction plans and specifications have been submitted to the Engineering and Maintenance Committee of the Harrison County Development Commission (HCDC) and have been approved by the HCDC through its engineering firm for conformance with applicable local rules and regulations governing quality of workmanship and materials, harmony and external design and for compliance with these covenants, conditions, and restrictions. In the event HCDC fails to approve any application within thirty (30) days after plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to have been fully complied with.
14. **DRAINAGE PLAN.** A drainage plan for the subject property, prepared and certified by a registered professional engineer must be included in the construction drawings. Drainage ways shall provide for positive drainage to existing drainage ditches or structures and/or street right-of-ways and shall not be directed to adjacent property. Drainage ways shall conform to all requirements of all applicable governmental authorities, as in effect from time to time, and not storage, discharge, or drainage of water, waste, chemicals, or other residue shall be allowed except in strict compliance with all applicable governmental rules, regulations, and authorities, as in effect from time to time.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

15. **COVENANTS.** The covenants and obligations of this contract shall survive the execution of the Deed.
16. **MISCELLANEOUS.** This contract supersedes all prior agreements between the parties with respect to the subject matter hereof. Headings are for convenience only and are not a part of this contract. Any failure by any of the parties to comply with any of the obligations, agreement, or conditions set forth in this contract may be waived by the other party, but any such waiver shall not be deemed a waiver of any other obligations or conditions contained in this contract. A corporate officer signing this document on behalf of a corporate party warrants that he or she has full authority to sign this document. This contract shall be construed and governed under the laws and jurisdiction of Mississippi. In interpreting this contract, the presumption that contracts are to be construed against the drafter shall not be applicable. If any provision of this contract is held to be illegal, invalid, or unenforceable, such provisions shall be severable and the remaining provisions of this contract shall remain in full force and effect. If a lawsuit is filed with respect to this contract, the prevailing party shall be entitled to collect all reasonable attorneys' fees and costs. This contract may not be altered, amended, or modified except by written instrument signed by all parties. This contract may not be assigned by Purchaser without the prior written consent of Seller and Seller's consent shall not be unreasonably withheld, consistent with the terms, conditions, and requirements hereof, although assignment to an affiliate of Purchaser shall be permitted without consent of but with notice to Seller.
17. **CLOSING.** The date of the sale of said property is to be closed within forty-five days from approval of this sale by the Harrison County Board of Supervisors.
18. **POSSESSION.** Purchaser may have access to the subject property prior to closing only for the purpose of having made for Purchaser, at Purchaser's cost, reasonable surveys, engineering studies, and/or soil borings, etc. No timber, soil or other property along with the subject property be removed or damaged by Purchaser prior to closing.
19. **PROPERTY INFORMATION.** Seller and Purchaser both agree to provide the other, upon request, any and all surveys, engineering studies, results of soil borings and/or environmental testing which the other may have in their possession or which the other may obtain in preparation of closing subject property. Notwithstanding the language of this paragraph nothing herein is to be construed as creating an affirmative obligation on the part of Seller to cause to have performed any such survey and/or tests.
20. **APPROVALS.** This contract is conditioned upon approval of same by the

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Harrison County Development Commission and the Harrison County Board of Supervisors.

- 21. **GOVERNING LAW.** This contract contains all of the agreements and representations between the parties. No change or modifications of this agreement shall be valid unless the same is in writing and signed by the Purchaser and Seller.
- 22. **SAVING CLAUSE.** In the event any term or provision of the contract should be determined to be illegal, unenforceable, or invalid, the remaining terms and provisions shall not be affected thereby and shall be read and construed as if such illegality, unenforceable, or invalid term or provisions were not originally contained therein.
- 23. **COUNTERPARTS.** This agreement may be executed in counterparts.
- 24. **PURCHASER OBLIGATIONS.** The obligations of Purchaser hereunder and under any documents executed by Purchaser in connection herewith are that of Purchaser only and not of any affiliate of Purchaser.

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

**SELLERS:**  
**HARRISON COUNTY**  
**DEVELOPMENT COMMISSION**

**PURCHASERS**  
**GULF SHIP, L.L.C.**

BY: \_\_\_\_\_  
TTS: \_\_\_\_\_

BY: \_\_\_\_\_  
TTS: \_\_\_\_\_

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

1

Return To:  
Prepared By:  
James C. Simpson, Jr  
Montgomery Barnett  
2310 19<sup>th</sup> Street  
Gulfport, MS 39501  
(228)863-6534

Indexing Instructions:  
Harrison County, 1<sup>st</sup> Judicial District

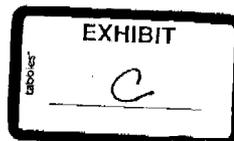
---

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

**SPECIAL WARRANTY DEED**

FOR AND IN CONSIDERATION of the sum ONE MILLION FORTY-FOUR THOUSAND ONE HUNDRED FORTY DOLLARS (\$1,044,140.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged; the undersigned, **HARRISON COUNTY DEVELOPMENT COMMISSION**, Post Office Box 1870, Gulfport, Mississippi, 39502 (228-863-3807), acting for and on behalf of the **HARRISON COUNTY BOARD OF SUPERVISORS**, and the **HARRISON COUNTY BOARD OF SUPERVISORS**, Harrison County Courthouse, Gulfport, Mississippi 39502 (228-865-4001), and jointly acting for and on behalf of **HARRISON COUNTY, MISSISSIPPI**, as Grantors, do hereby sell, convey and specially warrant unto **GULF SHIP, L.L.C.**, as Grantee, the following described property situated in the First Judicial District of Harrison County, Mississippi, to-wit:

SEE ATTACHED EXHIBIT "A" HERETO.



**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

2

Ad valorem taxes, if any, for the current year are prorated and assumed by the Grantee.

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

The above described real property shall be used for the purpose of general maritime purposes including without limitation shipbuilding and ship repair, and if the Grantee fails to make any affirmative act in furtherance of that use of the land for said purpose within one year from the date of the sale, Grantors have the option, but not the obligation, to repurchase such land at the purchase price as stated above.

Witness my signature on this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

HARRISON COUNTY DEVELOPMENT COMMISSION

BY:  
Frank Castiglia, President

ATTEST:

Jimmie Walker, Secretary

HARRISON COUNTY BOARD OF SUPERVISORS

BY:  
Connie Rocko, President

ATTEST:

John McAdams, Chancery Clerk

3

**M I N U T E S**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2006, the undersigned authority in and for the County and State aforesaid, the within named Frank Castiglia, President, and Jimmy Walker, Secretary, of the Harrison County Development Commission, a public entity of the State of Mississippi, and who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of the Harrison County Development Commission, they having full authority to do so.

WITNESS my hand and official seal of office on this the \_\_\_\_ day of \_\_\_\_\_, 2006.

NOTARY PUBLIC

My Commission Expires:

**M I N U T E S**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the \_\_\_\_ day of \_\_\_\_\_, 2006, the undersigned authority in and for the County and State aforesaid, the within named John McAdams, Chancery Clerk of Harrison County, Mississippi, and Conic Rocko, President of the Harrison County Board of Supervisors, a public entity of the State of Mississippi, and who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set out as the act and deed of the Harrison County Board of Supervisors. they having fully authority to do so.

WITNESS my hand and official seal of office on this the \_\_\_\_ day of \_\_\_\_\_, 2006.

NOTARY PUBLIC

My Commission Expires:

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

ORDER

There next came on for consideration the request of HARRISON COUNTY DEVELOPMENT COMMISSION to concur in a Resolution authorizing the conveyance of approximately TWENTY FOUR AND 57/100 (24.57) acres of real property in Bernard Bayou Industrial Park, First Judicial District of Harrison County, Mississippi, to GULF SHIP, L.L.C., and after a full discussion of the subject, Supervisor LARRY BENEFIELD offered the adoption of the following Order, to-wit:

**AN ORDER CONCURRING IN THE RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION APPROVING OF THE SALE OF APPROXIMATELY TWENTY FOUR AND 57/100 (24.57) ACRES OF REAL PROPERTY SITUATED IN BERNARD BAYOU INDUSTRIAL PARK TO GULF SHIP, L.L.C., FOR THE PURPOSE OF CONSTRUCTING AND OPERATING A MARITIME OPERATION INCLUDING SHIPBUILDING AND SHIP REPAIR, WITH SUCH PURCHASE BEING IN ACCORDANCE WITH THE REAL ESTATE PURCHASE AGREEMENT ATTACHED TO SAID RESOLUTION AS EXHIBIT "B" AND HAVING A PURCHASE PRICE OF ONE MILLION FORTY-FOUR THOUSAND ONE HUNDRED FORTY DOLLARS (\$1,044,140.00); AND AUTHORIZING THIS BOARD TO JOIN IN THE CONVEYANCE OF SAID REAL PROPERTY.**

It is therefore,

ORDERED, that it is hereby acknowledged that this Board has received a Resolution by the Harrison County Development Commission authorizing the sale of approximately Twenty Four and 57/100 (24.57) acres of real property situated in Bernard Bayou Industrial Park, to Gulf Ship, L.L.C., for the purpose of constructing and operating a general maritime operation including shipbuilding and ship repair, with such purchase being in accordance with the Real Estate Purchase Agreement attached to said Resolution as Exhibit "B", and having a purchase price of One Million Forty-Four Thousand One Hundred Forty Dollars (\$1,044,140.00), and requesting this Board to concur in said Resolution and to join in the sale of said real property. It is further,

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

ORDERED, that the Harrison County Board of Supervisors does hereby approve the sale of approximately Twenty Four and 57/100 (24.57) acres of real property situated in Bernard Bayou Industrial Park, to Gulf Ship, L.L.C., for the purpose of constructing and operating a general maritime operation including shipbuilding and ship repair, with such purchase being in accordance with the Real Estate Purchase Agreement attached to said Resolution as Exhibit "B" and it is, further,

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

SUPERVISOR WILLIAM MARTIN on a roll call vote, the result was as follows:

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

A majority of the Supervisors present and voting in the affirmative, the President declared the motion carried and the order adopted on the 6<sup>th</sup> day of February, 2006.

**M I N U T E S**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

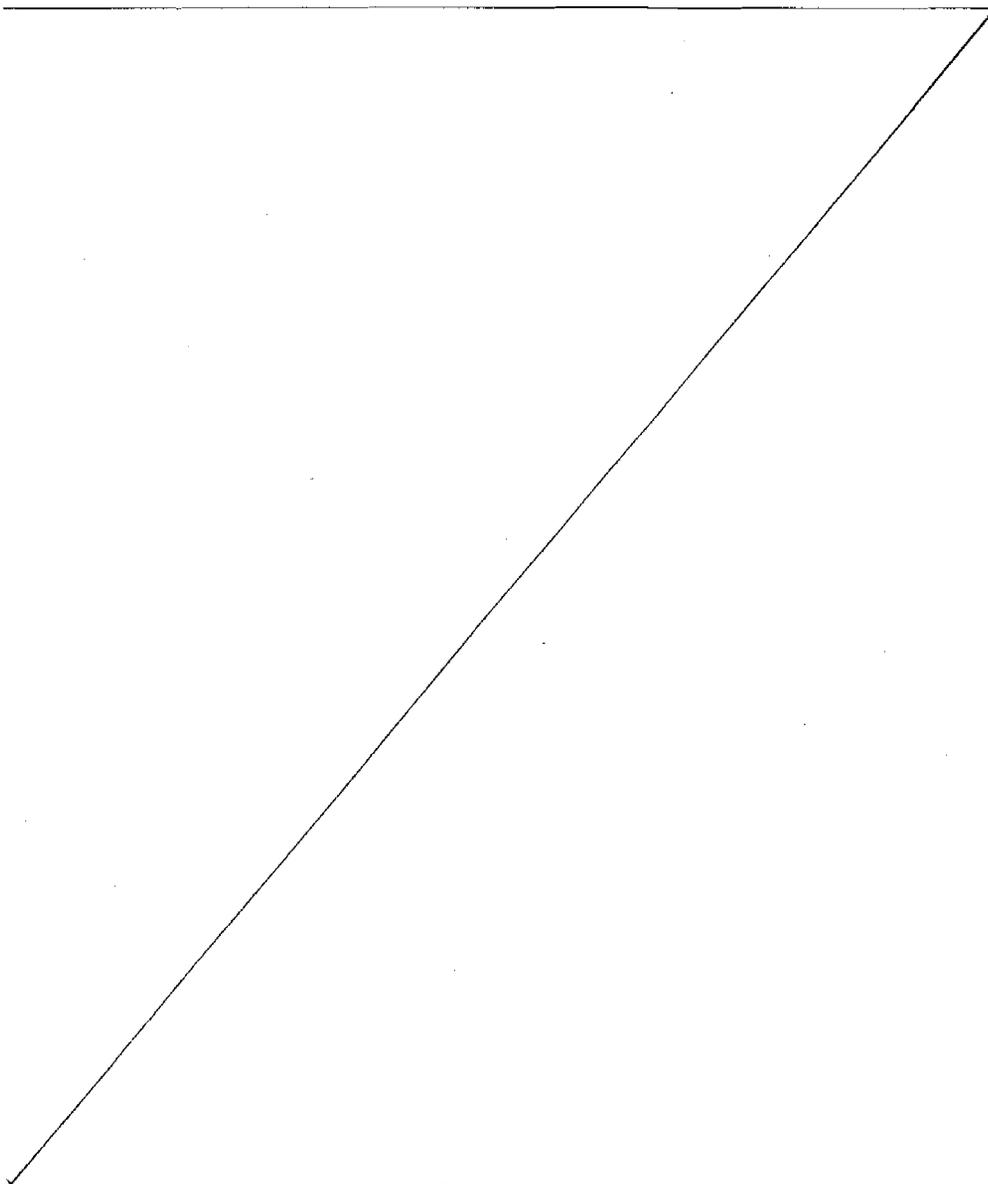
---

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

**ORDER ACKNOWLEDGING RECEIPT OF AND SPREADING UPON THE  
MINUTES A RESOLUTION OF THE MISSISSIPPI COAST ECONOMIC  
DEVELOPMENT COUNCIL URGING THE MISSISSIPPI DEPARTMENT  
OF TRANSPORTATION, IN THE MATTER OF THE BILOXI-OCEAN  
SPRINGS BRIDGE, TO BUILD AN OPERABLE SPAN ALLOWING  
UNLIMITED HEIGHT CLEARANCE THROUGH THE BACK BAY  
BRIDGES AND TO THE GULF OF MEXICO**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY ACKNOWLEDGE receipt of and the Board does HEREBY SPREAD UPON THE MINUTES a Resolution of the Mississippi Coast Economic Development Council urging the Mississippi Department of Transportation, in the matter of the Biloxi-Ocean Springs bridge, to build an operable span allowing unlimited height clearance through the back bay bridges and to the Gulf of Mexico, said Resolution being as follows:

---



**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

RESOLUTION OF THE  
MISSISSIPPI GULF COAST ECONOMIC DEVELOPMENT COUNCIL,  
URGING THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION,  
IN THE MATTER OF THE BILOXI-OCEAN SPRINGS BRIDGE,  
TO BUILD AN OPERABLE SPAN  
ALLOWING UNLIMITED HEIGHT CLEARANCE  
THROUGH THE BACK BAY BRIDGES AND TO THE GULF OF MEXICO

WHEREAS, the Mississippi Gulf Coast Economic Development Council (MGCEDC) is an organization of business executives from Jackson, Harrison, and Hancock Counties which seeks to aid in the economic growth and development of the Gulf Coast; and

WHEREAS, on August 29, 2005, Hurricane Katrina struck the Mississippi Gulf Coast and surrounding states with unprecedented force, causing catastrophic destruction and extensive damage throughout the entire Gulf Coast region; and

WHEREAS, in addition to the tragic loss of life and property suffered by our citizens, many roads, utilities, bridges and other aspects of public infrastructure have been destroyed, and must be repaired or replaced in order to provide the necessary means and mobility for recovery of the economy in the region, such that our residents may return to their jobs and employment; and

WHEREAS, construction of same will affect commerce, and the economic and general recovery, growth, and opportunities of Harrison County and the surrounding area for years to come and is urgently needed by all citizens; and

WHEREAS, the Harrison County Development Commission is charged with the task of fostering and encouraging economic development in Harrison County, Mississippi, and must consider the current and long term needs of area; and

WHEREAS, the State and Federal Government are currently making plans to rebuild the bridge connecting Biloxi and Ocean Springs via Highway 90. Said bridge crosses the only channel to the Bayou Bernard Industrial District located on the Industrial Seaway in Gulfport Mississippi, and under which all current and future marine vessel traffic must pass; and

WHEREAS, the height of such bridge should be decided based upon not on only current vessel traffic, but with consideration of future growth potential and needs for the next fifty years, and with knowledge that inadequate height clearances under such bridge could prevent future location of some industries along the Industrial Seaway, as well as hinder

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

existing industries in their competition for contracts and projects and otherwise limit future economic growth; and

WHEREAS, currently several industries are located within the Bayou Bernard Industrial District such as Northrop Grumman, Trinity Yachts, U.S. Marine, and others who together employ over 1,500 people, and who depend on continued access to and from the Gulf of Mexico by way of the waterway passing under U.S. 90 Bridge between Biloxi and Ocean Springs, and

NOW, THEREFORE, having considered same, the Mississippi Gulf Coast Economic Development Council does hereby resolve as follows:

BE IT RESOLVED, that the Mississippi Department of Transportation, the Harrison County Board of Supervisors, the City of Gulfport and the City of Biloxi are urged to consider the effects of a restrictive height limit on the U.S. Highway 90 bridge from Biloxi to Ocean Springs on future growth of industry, and

RESOLVED FURTHER, that the Mississippi Department of Transportation is urged to build an operable span in the said bridge which would not inhibit or prevent, but instead accommodate, future growth of industry and commerce in the Bayou Bernard Industrial District and not rush to completion of construction of said bridge which, long term, will hinder economic growth of Harrison County in the years to come.

IT IS FURTHER RESOLVED that copies of this Resolution be sent to:

Governor Haley Barbour  
 Lieutenant Governor Amy Tick  
 Speaker of the House Billy McCoy  
 Senator Trent Lott, United States Senate  
 Senator Thad Cochran, United States Senate  
 Congressman Gene Taylor, United States House of Representatives  
 Larry L. "Butch" Brown, Mississippi Department of Transportation  
 Commissioner Dick Hall, Mississippi Department of Transportation  
 Commissioner Bill Minor, Mississippi Department of Transportation  
 Senator Billy Hewes III, Chairman of the Highways and Transportation  
 Committee, the Mississippi State Senate  
 Representative William J. Miles, House Chairman of the Transportation  
 Committee, the Mississippi House of Representatives

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Comie Rocko, Harrison County Board of Supervisors, District Five  
Larry Benefield, Harrison County Board of Supervisors, District Two  
Bobby Elmagus, Harrison County Board of Supervisors, District One  
Marlin Ladner, Harrison County Board of Supervisors, District Three  
William Martin, Harrison County Board of Supervisors, District Four  
Mayor Brent Warr, the City of Gulfport  
Mayor A. J. Holloway, the City of Biloxi

UNANIMOUSLY RESOLVED, on the 19th day of January, 2006,

APPROVED:

  
\_\_\_\_\_  
President Robert C. Spurgeon  
  
\_\_\_\_\_  
Secretary Thomas D. McQuider

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER AUTHORIZING THE BOARD PRESIDENT AND THE SHERIFF  
TO EXECUTE AGREEMENTS BY AND BETWEEN HEALTH  
ASSURANCE, LLC AND HARRISON COUNTY, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE the Board President and the Sheriff to execute agreements by and between Health Assurance, LLC and Harrison County, as listed:

1) 2006/2007 service agreement for medical and mental services for the Harrison County Adult Detention Center:

THE 2006/2007 SERVICE AGREEMENT FOR MEDICAL AND MENTAL SERVICES  
HARRISON COUNTY ADULT DETENTION CENTER

This 2006/2007 SERVICE AGREEMENT FOR MEDICAL AND MENTAL SERVICES OF HARRISON COUNTY ADULT DETENTION CENTER (hereafter "Agreement"), made and entered into as the \_\_\_\_ day of \_\_\_\_\_, 2006, by and between HEALTH ASSURANCE, LLC (HALLC), a limited liability company formed under the laws of the State of Mississippi, and THE COUNTY OF HARRISON, MISSISSIPPI, as follows:

W I T N E S S E T H:

**WHEREAS**, The Sheriff of Harrison County is required to provide medical assistance to persons confined in the Harrison County Adult Detention Center in accordance with Miss. Code Ann., § 47-1-57 (1972); and

**WHEREAS**, if the inmate is unable to pay the cost of medical treatment the cost shall be paid out of the treasury of Harrison County in accordance with said statute; and

**WHEREAS**, Miss. Code Ann., § 47-1-57 (1972) authorizes the Harrison County Board of Supervisors to enter into a service contract with a physician and/or health care group for the jail; and

**WHEREAS**, Harrison County desires to enter into a service agreement with HALLC, whereby HALLC is compensated in return for providing medical, mental and dental care to the inmates in the Harrison County Adult Detention Center; and

**WHEREAS**, HALLC desires to enter into such a service Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant, each with the other as follows:

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

I.  
MANDATORY REQUIREMENTS

For and in consideration of the sum of money set forth herein, HALLC contracts and agrees to perform the following mandatory requirements:

1. Inmate Health Care Program for the Harrison County Adult Detention Center.

For all health care services, the Medical Director or Program Administrator located at the Adult Detention Center will identify the need, schedule, and coordinate the health care services for:

- A. All physician services, supporting diagnostic examinations, follow up for health problems identified by screening or laboratory tests, non-emergency and emergency medical care rendered to inmates inside and outside the Harrison County Adult Detention Center
- B. Inpatient hospitalization or offsite speciality service for any inmate at the Harrison County Adult Detention Center
- C. Providing a responsible physician who will conduct sick call and provide an on call physician or a designee seven days per week, twenty four hours per day for emergency situations
- D. Psychiatric, psychological and counseling services for any inmates inside the Harrison County Adult Detention Center
- E. Providing a total pharmaceutical system for the Harrison County Adult Detention Center
- F. Providing a medical detoxification program for drug and/or alcohol addicted inmates,
- G. Providing all equipment with the exception of capital outlay equipment
- H. Providing all medical supplies
- I. Providing consultation services to the Sheriff and Warden on any and all aspects of the health care delivery system at the Harrison County Adult Detention Center
- J. Providing a centralized billing system for health care providers
- K. Administer emergency medical care to any employee or visitor at the Harrison County Adult Detention Center who requires such care.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

A. Initial medical assessment

Within twenty-four hours of arrival, all new inmates at the Harrison County Adult Detention Center will receive an initial medical, oral and psychological screening. A standard form to record findings of the initial screening and evaluation will be utilized. The form is placed in the patient's medical file. At a minimum, initial screenings will include:

Documentation of current illnesses and health problems, including medications taken, and special health requirements.

Behavior observations, including state of consciousness, mental status, and whether the inmate is under the influence of drugs or alcohol.

Notation of body deformities, trauma markings, bruises, ease of movement, etc.

Conditions of skin including infestations.

Referral of the inmate for special housing, emergency health services, or additional medical specialities will be made as needed.

B. Full health assessment

A comprehensive physical and psychological evaluation will be completed on any inmate confined at the Harrison County Adult Detention Center within fourteen days of arrival at the Center. The examination will conform to national medical standards, and be performed by a qualified medical professional. At a minimum, the comprehensive evaluation will include:

Review of the receiving screening results by the Medical Director or the responsible physician.

Collection of additional data to complete the medical, dental and psychological histories.

Review of immunization history and update and schedule as needed laboratory and/or diagnostic tests (as determined by the responsible physician) to detect diseases. The assessment will include:

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

- A. TB testing
- B. Sexually transmitted diseases testing, including HIV
- C. Full blood work up
- D. Dental examination
- E. Vision examination
- F. Recording of height, weight, blood pressure and temperature
- G. Other tests and examinations as appropriate
- H. Medical (including gynecological assessments of females) with appropriate comments
- I. Review of the results of the medical examination and tests, and identification of problems by physician
- J. Obstetrical follow-up

The psychological screening will include an interview conducted by the appropriate staff in which inquiries into the items listed below are made:

- a. History of psychiatric hospitalization and outpatient treatment
- b. Family history
- c. Current psychotropic medications
- d. Suicidal ideation and suicidal behavior
- e. Drug usage
- f. Alcohol usage
- g. History of sex offenses
- h. History of outwardly violent behavior
- i. History of victimization or abuse
- j. Special education placement
- k. History of cerebral trauma and seizures
- l. Emotional response to detainment

Primary medical services will consist of :

- a. Admission evaluation
- b. Medical screening and examination
- c. Preventive care
- d. Medical clearances for intra and inter - agency transfer
- e. Medical clearance for work assignments
- f. Continuing care of identified medical problems
- g. Detoxification and drug rehabilitation services-HALLC will provide an on-site detoxification program for the management of chemically dependent or intoxicated inmates. The program will provide for:
  - Identifications of inmates in need of detoxification
  - Comprehensive treatment plan
  - Separation from general population
  - Supervision and monitoring

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

- Hospitalizations for severe cases

HALLC will maintain a comprehensive health care record that at a minimum will include the following:

- a. Complete receiving
- b. Health assessment data forms
- c. Master problem list
- d. All findings, diagnoses, treatments, and dispositions
- e. Prescribed medication and their administration
- f. Reports of laboratory, x-ray and diagnostic studies
- g. Signature and title of each documenter
- h. Consent and refusal forms when applicable
- i. Release of information forms when applicable
- j. Place, date and time of health encounter
- k. Discharge summary of hospitalizations

**C. Mental Health Program**

HALLC understands there is a need for a strong mental health program in every inmate detention Center. As part of the initial screening process and follow up history, mental health questions are included to identify patients with gross mental abnormalities who are in need of immediate care and treatment. The evaluation is performed by a qualified mental health professional.

**1. Intake Procedures**

HALLC will coordinate a separate mental health screening and evaluation process with the appropriate personnel for all new admissions no later than fourteen days after admission to the Harrison County Adult Detention Center. This process is designed to identify level of functioning and to uncover less obvious mental conditions. This process helps to determine appropriate housing and program assignments for mentally challenged offenders. Each individual identified will be provided a treatment plan which specifies the frequency and extent of follow up care as well as the level of services.

The mental health evaluation will include a structured interview by a mental health worker and testing of intelligence for mental retardation. HALLC will work with psychiatrists or clinical psychologists in developing the screening instruments to be used for

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

mental health evaluations, training mental health workers in the application of these instruments and in drafting guidelines for referrals of patients. Psychiatrists and/or clinical psychologists will be utilized to provide in depth work-ups and development of appropriate treatment plans and conduct psychiatric evaluations with psychological and/or behavioral problems. Other mental health professionals will be utilized to carry out other aspects of the mental health program. A license psychiatrist will be available for counseling, prescribing psychotropic medications, and appropriate monitoring.

2. Outpatient Treatment

HALLC ensures that each inmate has a range of mental health care services as is provided in the community. Services may include individual counseling, group counseling, psychiatric and psychological consultations, medication monitoring and periodic re-evaluation of the effectiveness of the treatment. The preferred treatment utilized by HALLC is supportive counseling, since inmates with more serious mental health problems do not function well when placed in the general population. Supportive counseling often provides an avenue for inmates to alleviate anxiety, assist in their adjustment to a confined life and help them plan for the future.

3. Intervention

Intervention in emergencies for short term care for inmates in acute mental distress requires an immediate response. HALLC has experienced that some inmates need short term supportive counseling for less serious although traumatic state. Those inmates who have major psychiatric emergency episodes are referred to appropriate staff and facilities for care. Psychiatric emergencies are handled as followed:

1. Identified one or more hospital emergency department to which inmates will be transferred
2. On site records which include the name and number of the physician who is on call 24 hour per day is provided
3. Arrangements are specified, which include the security procedures
4. The mode of transportation identified

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

4. Special Services

HALLC is keenly aware that often the disorganized or/and dangerous behavior on the part of mentally ill inmates justify the use of short term seclusion, restraining or psychotropic medication. HALLC works closely with the Center in regard to policies and procedure as well as state laws in ensuring the proper health standards for these individuals. HALLC is knowledgeable about the applicable state laws and regulations governing seclusion, restrain and forced psychotropic medication. HALLC will not participate in forensic mental health evaluations. In regarding the aforementioned special services the following procedures are utilized:

- Prohibit the use of these mental health concerns for punishment
- Require the authorization only by a physician and/or clinician where specified by law
- Define the critical criteria for use in medically necessary situations
- Limit the time and frequency of use of extreme measures
- Specific health care staff responsibilities for monitoring patients
- Train appropriate personnel to ensure that they are familiar with specific policies and procedures

D. Basic Ambulatory Care

Intake Procedures

Certain basic health information is to be gathered on each new inmate immediately upon admission to the system, inmates reentering the system, and inmates on extended furlough. A qualified health professional will observe and interview every inmate during the screening process within a designated time frame as determined by the Center and HALLC. The intent is to gather enough information to ensure continuity of health care and to prevent avoidable health contingencies. The result of the screening process is recorded on a standardized form and placed in each inmate's medical record. If an inmate is transferred within the same system, the health record must accompany the patient upon transfer. Upon admission the health information will be reviewed for completion and the following applicable steps will be taken, i.e., chart review, continuation of medications. An annual

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

review will be performed on each patient's chart and a tuberculin skin test will be administered.

Screening Process at a minimum will include:

- ▶ Inquiry into current illnesses, health problems, and conditions
- ▶ Observation of behavior which includes state of consciousness, mental status, appearance, conduct, tremors, sweating, bodily deformities, movement, and conditions of the skin.
- ▶ Tuberculosis test
- ▶ Notation of the disposition of the inmate

After a predetermined time period, a more detailed health appraisal which includes history and examination will be provided to each inmate. The physical examination will complete the health appraisal data collection. Health appraisal data is recorded on a standardized form and placed in each inmate's medical record.

Detailed data intake

1. Reviewing the screening process
2. Gathering pertinent additional data, i.e., medical, dental, mental histories
3. Solicit information regarding past illnesses, hospitalizations, current health complaints, medications and treatments
4. Reviewing family history of certain genetic linked diseases
5. Reviewing immunization status
6. Reviewing allergies
7. Include any information that was not obtain during the screening process

**E. Sick Call**

The sick call process is the core to any efficient health delivery system. The Center and the health care providers should review the present mechanism in place to ensure that all inmates can request health services daily. The access to health care is directly controlled by HALLC to ensure that all written requests are received daily and a determination can be made regarding the appropriate disposition. HALLC is obligated as a professional health care provider to see every

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

patient who requests care. Inmates are to be notified in a reasonable period of time (predetermined time) concerning their requests for health care. All requests for non-emergency care are processed within 24 hours and are scheduled for sick call within the next 24 hours. The intake personnel usually sees the inmate first to gather basic information, take vital signs and/or provide care within the scope of their licenses. This review determines the inmates needs which may include referrals to other physicians and/or another clinician.

*No Shows:*

HALLC realizes that some medical complaints and illnesses have a limited course and may resolve on their own. No shows provide several problems for health care providers. No shows reduce the efficiency of the health unit and inmates who need health care services may not receive them. Those inmates who do not show up for their sick call or appointments are handled as follows:

1. The inmate may indicate through oral/written communication of their not being able to attend the scheduled appointment.
2. Critical and/or chronic disease inmates who do not show are reported to the Harrison County Adult Detention Center health staff to determine why the appointment was missed.
3. All missed appointments are followed up to ensure that their access to care is not barred.

**F. Chronic Illness**

HALLC has defined a chronic health problem as an illness which is either ongoing or recurring, i.e., asthma, diabetes, hypertension, etc. To provide an effective and efficient health care delivery system for chronic ill patients, HALLC:

1. Identifies the number of inmates with specific chronic conditions
2. Individual treatment plans are developed or reviewed for each of these patients which includes
  - ▶ instructions regarding medications
  - ▶ special therapies
  - ▶ exercise
  - ▶ diet
  - ▶ the type and frequency of laboratory
  - ▶ other diagnostic testing
  - ▶ frequencies of follow up for reevaluation of the patient's condition; and

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

- adjustment of the treatment plan as needed.

Chronic clinics are established to enable patients to have scheduled visits to the health care provider. Educating the patient to understand the seriousness of their conditions can create a more workable outcome for both the health care provider and the patient. Counseling and self-care instructions are given to these inmates to assist them while detained and upon their return to the community which is documented in the patient's medical record.

**G. Pharmaceutical Services**

HALLC will comply with all applicable state, federal regulations, and ACA standards regarding prescribing, dispensing, administering, and procuring pharmaceuticals. Procedures will define timely procurement, dispensing, distribution, accounting, and disposal of pharmaceuticals. Records will be maintained to ensure adequate control of and accountability for all medications. Inmates will not prepare, dispense, or administer medication except for self-medication programs approved by Harrison County Adult Detention Center and HALLC.

Drug storage and medication will not contain any outdated, discontinued, or recalled medications. All medications will be stored under proper conditions of sanitation, temperature, light, moisture, ventilation, segregation, and security. Antiseptics, other medications for external use, and disinfectants will be stored separately from internal and injectable medications. An adequate and proper supply of antidotes and other emergency medications, and related information will be readily available to health care staff. Prescription medications are administered or delivered to the inmate only upon the order of a physician, dentist, or other legally authorized individual. HALLC will determine the prescriptive practices for the facilities. Medications are prescribed only when clinically indicated and will be documented by a form approved by the Medical Director of HALLC. HALLC will work with pharmaceutical companies to assure the lowest possible pharmaceutical cost.

*Medication Distribution*

HALLC utilizes the system of b.i.d. where medication is distributed twice a day, 365 days per year. However some medications are distributed three or four times a day as ordered. The procedures are:

- Medications are only dispensed by licensed individuals

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

- ▶ Each prescription is labeled in accordance with applicable regulations with the following information:
  - date
  - pharmacy prescription number
  - patient name
  - name of the drug
  - strength
  - amount dispensed
  - directions to the patient for use
  - prescriber name
  - other pertinent information
- ▶ Health personnel who have been trained and/or licensed can only pass medications
- ▶ Administration of medications or their refusal is recorded on the inmate's log
- ▶ Inmates on abusable medications are observed to ensure that the medications are taken and not hoarded.

**H. Speciality Care**

Prior to providing services HALLC will determine what speciality services can be provided outside the facilities and obtain consultant and/or contracts from the providers to effectuate services to the inmates. HALLC will require each off site care speciality provider to provide copies and/or evidence of continued licensure. HALLC uses both a referral form and/or communication to the off site health care provider. All specialists are oriented to the correctional environment and to the institution's security regulations and health services policies and procedures.

Providing on site and/or off site speciality care is dependent on the inmate's health care needs. The number of inmates who are requiring each type of speciality care will determine which speciality care services should be provided within the facilities and which should be provided at off site locations. Speciality care is defined by the willingness of these providers to treat inmates and the existence of the required equipment. The most preferred option to be utilized by HALLC is to provide speciality care on site at the facilities, which avoid the added security risk of transporting inmates and the added costs of custody time and transportation costs.

**I. Inpatient Care**

Inpatient services may be required by inmates at any given time. HALLC has determined that there are four levels of in-house inpatient beds in any Center, sheltered housing,

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

extended care, skilled nursing care, and observation. The number of beds required depends on the type of inpatient service required, which cannot be predetermined. Sheltered housing is designed for inmates who need a more protective environment but do not require 24 hours per day nursing care. Often this Center is not a special Center. These patients are those who might be restricted in some of their activities but who could care for themselves.

Extended care is for those inmates who might be terminally ill, mobility impaired individuals and those who may be in the latter stages of chronic diseases. Terminally ill patients need daily medications and/or therapy and assistance in performing basic functions.

Skilled nursing care patients are those individuals who need daily nurse care at a higher level and for a shorter duration than the extended care patients. Both extended care and skilled nursing patients are treated in an infirmary setting. HALLC insures that at a minimum the following procedures are in operation in the infirmary setting.

- ▶ Defined scope of services to be provided
- ▶ Physician is on call 24 hours per day and see patients as required by the severity of their illnesses
- ▶ Registered nurse who provides daily supervision
- ▶ Appropriate personnel on duty 24 hours per day, seven days per week, who make rounds at least once per shift and more often as required by patients' need and physicians' orders
- ▶ Health staff member within the patients sight or hearing
- ▶ Nursing care procedures that are written
- ▶ Inpatient records that are complete and
- ▶ The physicians or other authorized health professional can only admit or discharge a patient from the infirmary

HALLC ensures that written agreements and arrangements are provided before the inception of any agreement with the Center. Any hospital utilized by HALLC must meet the criteria for licensure and other regulations governing hospitals in the state and should be accredited by a state agency or the American Correctional Agency (ACA). Procedures for transporting inmates off site is coordinated with the Center and HALLC. A hospital discharge summary should be returned with the inmates on their return to the

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Center which notes the care that was provided and should include instructions for follow up care.

J. Staffing

HALLC agrees it will staff the Harrison County Adult Detention Center with full and part time medical care providers pursuant to the American Correctional Association (ACA). HALLC agrees to provide the following:

1. Health Service Administrator - 40 hrs. per week
2. Physician - Five (5) days at approximately 4 hrs. per week
3. Psychiatrist - 4 hrs. per week
4. Nursing Staff:
  - a) Day Shift - 7 a.m. - 3 p.m.  
2 LPNS/IRN
  - b) Afternoon Shift - 3 p.m. - 11 p.m.  
2 LPNS/IRN
  - c) Graveyard Shift - 11 p.m. - 7 a.m.  
1 LPN/1 Nurses Assistant

K. Emergency Care

HALLC works closely with each Center to ensure that a plan is in place for responding to medical emergencies. Each plan will include:

1. One or more hospital emergency department to which inmates will be transferred
2. The name and number of the physician who is on call 24 hours per day is provided
3. Arrangements are specified, which include the security procedures
4. The mode of transportation identified

HALLC coordinates with personnel in the Center ensuring that all staff, who work with inmates are currently trained in cardiopulmonary resuscitation(CPR). HALLC will further work with appropriate personnel to have drills of simulated medical emergencies at the Center.

L. Female Services

HALLC recognizes that the number of female inmates is large and is growing annually, and presents unique and increasing

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

health problems for correctional facilities. The circumstances and needs of incarcerated females are unique; thus, the need to provide specialized treatment to this population must be provided. Studies show that incarcerated females utilize health care services much more than males and the reasons for this increased utilization include a female's more complicated reproductive system, sexually transmitted diseases, and pregnancies. Upon entry into corrections, females report problems with alcohol abuse, headaches, fatigue, drug abuse, and sexually transmitted diseases. Further, it has been estimated that 10 percent of females entering correctional facilities are noted to have psychiatric problems with depression being the most common diagnostic category.

From 40 to 60 percent of the females in prisons and jails have reported they had been previously sexually or physically abused. Such experiences can lead to life long psychological problems ranging from depressive disorders, stress disorders, anxiety disorders, substance abuse, behavioral disorder of violence and impulsivity, and learning problems. In recognition of the high risk nature of correctional pregnancies, inmates remaining in Harrison County Adult Detention Center facilities after pregnancy will receive regular prenatal and postnatal care, including medical examinations, appropriate activity levels, safety precautions, nutrition, guidance, and counseling.

Inmates will receive recognized community standards for female health services as promoted by standards set by the AMA and American College of OB/GYN. Intake procedures will include histories on menstrual cycle, pregnancies, gynecologic problems, and nutritional intake. The intake examinations will include a breast exam and, depending on the patient's age, sexual history, and past medical history, a pelvic exam, and pap smear.

HALLC will provide laboratory tests to detect sexually transmitted diseases and pregnancy test on admission to the Center. The frequency of repeating certain tests, exams, and procedures will be based on guidelines developed by professional groups such as the American Cancer Society and the American College of Obstetrician and Gynecologists, and will take into account age and risk factors of the female residents at Harrison County Adult Detention Center.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

M. Laboratory Services

HALLC shall provide routine laboratory/diagnostic services. All on-site qualified health care professional staff shall be trained in the collection and preparation of laboratory specimens. On site diagnostic services with immediate results will include: finger stick blood glucose testing, urine analysis dip stick, urine analysis pregnancy test, rapid strep test, guaiac stool test and peak flow testing. The medical director and/or designee shall review all routine laboratory results, timely to ensure proper treatment and follow up care.

N. Infection Control Program

The infection control program will provide knowledge and supplies that will help in maintaining an environment that reduces unnecessary exposure to infections and communicable diseases for inmate, security and healthcare staff. Infection control will follow the guidelines and recommendations of Centers for Disease Control, Occupational Health and Safety Administration and other pertinent documents related to infection control. All reports will be completed and filed consistent with local, state and federal laws and regulations. Annual statistics will be maintained by monthly completion of Infectious Disease Report. The Medical Director will implement the standards regarding employee safety.

HALLC will implement an Infection Control Committee which will be a subcommittee of the Quality Assurance Program who will meet quarterly to review and discuss infection control policies and procedures. Written reports will identify reportable diseases, outbreaks or occurrences of special infectious diseases and problem solving opportunities. The Infection Control Committee will monitor employee knowledge of Infection Control and Exposure Control annually on a formal basis, more often if problems are identified. The following matters will be considered:

1. Concurrent surveillance of patients and staff
2. Prevention techniques
3. Strict adherence to universal precautions
4. Treatment and reporting of infections

O. Risk Management

The primary goal of HALLC's risk management program is to prevent injuries, accidents, and loss, reduce such

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

occurrences, and/or minimize the loss or injury incurred. All occurrences will be forwarded to the Quality Assurance Committee for review and follow-up. The review will consist of assessment of factors, evaluation of any intervening factors and assessment of outcome and loss. The Medical Director will ensure that training and preventive measures will be incorporated to eliminate or control real or potential risks in the clinical setting.

The Medical Director may resolve risk management problems by:

1. Providing education and training to medical staff or counsel staff as needed
2. Systems problems will be communicated to Harrison County Adult Detention Center
3. Problems will be forward to the Quality Assurance Committee for review and follow-up
4. Inappropriate behavior problems by HALLC personnel will be handled through individual counseling or disciplinary measures

2. Job Description of the Individual who will be the on site Program Administrator

Characteristics of Work

Serves as the administrative and programmatic leader at the Harrison County Adult Detention Center for HALLC. Under general administrative direction of the Chief Executive Director of HALLC, represents HALLC before public and professional bodies in matters relating to correctional health. Supervises the on site health care services. Directs the development of rules, regulations, and performance of medical staff. The Program Administrator identifies issues needing policy resolution. Internal and external contacts are made by the Administrator to exchange information, coordinate activities, and provide guidance and assistance to all Harrison County employees. Work is reviewed frequently by upper management of HALLC.

Examples of Work

The following are examples of work performed and are not intended to reflect the essential functions of any one positions. The essential functions of each individual position are determined and maintained by each correctional Center.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Interprets statutes, rules and regulations governing the Center over which administrative supervision is exercised.

Directs the preparation, coordination and implementation of the health care services.

Exercises control of Center directed funds and identifies special needs for budgetary purposes.

Ensures compliance and development of rules and regulations

Reports findings of reviews and recommendations to management of HALIC and the Director of the Correctional Center.

Monitors quality assurance activities to ensure compliance with state and federal rules and regulations.

Directs subordinate staff by assigning duties, evaluating work performance and instructing in work methods.

Serves as liaison with other regulatory and enforcement agencies.

Compiles annual, special and other reports relative to agency activities.

Related or similar duties are performed as required or assigned.

**II.**  
**OBJECTIVES**

1. *To deliver high quality health care services that can be audited against established standards.*

The physician principals of Health Assurance, LLC are the only physicians in Mississippi who have distinguished themselves by the National Commission on Correctional Healthcare as Certified Correctional Healthcare Providers. This certification assures that the Center will have a system of accountability that guarantees an inmate's access to appropriate health services. The Community standard for the primary care physician is to take the responsibility for directing primary and specialty care for patients within the health system. Health Assurance, L. L.C. physician principals are primary care physicians with Masters Degrees in Public Health. Thus HALIC can uniquely provide your organization with a "Responsible Health Authority" that closely resembles

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

this community standard.

2. *To operate the health care program in a cost-effective manner with full reporting and accountability.*

All claims are sent by the providers of service to HALLC Claims Processing Department. The individual facilities and the providers of service will send all billing process claims to this department. Upon receipt the claim is validated for processing. Process validation is the evaluation and adjudication of provider bills for appropriateness of reimbursement relative to medical necessity and prevailing rates of reimbursement, duplicate charges, unbundling of charges, relativeness of services to injury or illness, necessity of assistant surgeons, adjudication of multiple procedures, number of modalities, global procedures, and any other prevailing adjudication issues that may apply. In addition an assessment is made for the utilization review authorization.

HALLC's utilization review/patient management staff uses nationally recognized guidelines and resources. The philosophy of HALLC utilization review team is to determine the medical necessity and appropriateness of a requested service, procedure, or hospital admission prior to the event. HALLC'S program will assist inmates in the Harrison County Adult Detention Center in receiving appropriate health care and in maximizing coverage for those health care services. HALLC'S utilization management is a comprehensive set of integrated components including: pre-certification review, admission review, continued stay review, retrospective review, discharge planning, bill screening and individual medical case management as required. Only the medical director will make decisions denying coverage for medical services for reasons of medical necessity.

HALLC utilization review is to safeguard against unnecessary and inappropriate medical care rendered to inmates. Medical services and/or records will be reviewed for medical necessity, quality of care, appropriateness of place of service and length of stay (inpatient hospital). HALLC utilizes highly skilled Nurse Coordinators and Physicians who conduct professional and timely reviews using standardized medical research data from across the country to make fair and reasonable decisions on behalf of the Harrison County Adult Detention Center. Detail audits will be done on all claims to ensure that claims are not overstated. Utilization reviews consist of:

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

- Inpatient Hospital Pre-certification
- Concurrent & Retrospective Review
- Inpatient Chemical Dependency/Behavioral Health Review
- Outpatient Surgical Procedures
- Specific Outpatient Procedures

The utilization review produces two benefits:

1. The ability to monitor and assure that necessary medical services were given
2. The patient had achieved expected outcomes on a periodic basis.

HALLC will further evaluate the infirmary, to ensure that the infirmary is utilized in lieu of hospitalization and second opinions will be conducted for elective hospitalization and procedures.

3. *To operate the health care program at full staffing and use only Mississippi licensed certified and professional trained personnel.*

HALLC has proposed a combination of administrative and clinical leadership to head the management team for the Harrison County Adult Detention Center contract. Carl Reddix, MD(Dr. C. Reddix) will be the individual primarily responsible for the administrative responsiveness and cost accountability to the Harrison County Adult Detention Center. Dr. C. Reddix is the Chief Executive Officer of Health Assurance, L.L.C. Presently, Dr. C. Reddix is the Staff Physician at Hinds County Detention Center, Raymond, MS, the Director of Jackson Hinds Comprehensive Health Center, Women Health Services and President of Reddix Medical Group. Dr. C. Reddix received his Medical Doctorate, in 1985, from Tufts University, School of Medicine, Boston, MA and his Master of Public Health in 1984 from Harvard University, School of Public Health, Boston, MA.

HALLC's proposed Medical Director, Michael Reddix, MD (Dr. M. Reddix) is responsible for the oversight of the clinical aspects of the program, supervision of individual physicians and nursing providers will deal directly with Harrison County Adult Detention Center on any clinical issues that may arise. Dr. M. Reddix is extremely familiar with this type of health care system as he worked as the Medical Director for Reddix Medical Group, Hinds County Detention Center, Raymond, MS, Mississippi Methodist Rehabilitation Home Health (1991-1997)

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

and Bienville Medical Group, Inc. (1991-1997). Dr. M. Reddix received his Medical Doctorate in 1984 from Tufts University, School of Medicine, Boston, MA and his Master Public Health in 1984 from Harvard University School of Public Health, Boston, MA.

Credentialing

HALLC will ensure that all health care personnel who provide services to Harrison County Adult Detention Center are appropriately credentialed according to the licensure, certification, and registration requirements of the State of Mississippi. Health providers will not perform tasks beyond those permitted by their credentials. HALLC will maintain verification of current credentials for all professionals at their corporate site and will provide documentation upon request. HALLC will provide written job descriptions defining the specific duties and responsibilities of health care professionals who will provide health care services to Harrison County Adult Detention Center.

4. *To implement a written health care plan with clear objectives, policies and procedures and annual evaluation of compliance.*
5. *To operate the health care program by standards established by the National Commission on Correctional Health Care (NCCCHC)*
6. *To maintain an open and cooperative relationship with the administration and staff of the Harrison County Adult Detention Center.*

HALLC'S position with the Harrison County Adult Detention Center will be based on an open line of communication with a two-way exchange of information. We will be forthright in identifying any problems within its own program and will work diligently to correct and/or alleviate any problems. HALLC believes that the sharing of information, both positive and negative, is critical to the maintenance of a successful relationship. Our experience in contractual health care has confirmed our belief that we should remain fully cognizant of issues related to the health services program, in order to remain proactive and accountable in addressing deficiencies or problems as they arise.

HALLC herein promises a combination of administrative and clinical leadership to head its management team for this contract. Carl Reddix, MD (Dr. C. Reddix) shall be the individual primarily responsible for the administrative

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

responsiveness and cost accountability to the Harrison County Adult Detention Center. Dr. C. Reddix is the Chief Executive Officer of Health Assurance, L.L.C. Presently, Dr. C. Reddix is the Staff Physician at Hinds County Detention Center, Raymond, MS, the Director of Jackson Hinds Comprehensive Health Center, Women Health Services and President of Reddix Medical Group. Dr. C. Reddix received his Medical Doctorate, in 1985 from Tufts University, School of Medicine, Boston, MA and his Master Public Health in 1984 from Harvard University, School of Public Health, Boston, MA.

HALLC's proposed Medical Director, Michael Reddix, MD (Dr. M. Reddix) shall be responsible for the oversight of the clinical aspects of its program, supervise individual physicians and nursing providers and deal directly with Harrison County Adult Detention Center on any clinical issues that may arise. HALLC promises Dr. M. Reddix is extremely familiar with this type of health care system as he worked as the Medical Director for Reddix Medical Group, Hinds County Detention Center, Raymond, MS, Mississippi Methodist Rehabilitation Home Health (1992-1997) and Bienville Medical Group, Inc. (1991-1997). Dr. M. Reddix received his Medical Doctorate in 1984 from Tufts University, School of Medicine, Boston, MA and his Master Public Health in 1984 from Harvard University School of Public Health, Boston, MA.

Monthly Review

HALLC will provide monthly communication between the Harrison County Adult Detention Center and HALLC administration to identify health services operational concerns and share information. All meetings will follow an agenda and provide briefings from the previous meetings. Meetings held will be established on a mutually agreeable day and time. Statistical reports will be provided at each meetings. The report will include, but not be limited to: number of inmates receiving health services by category of care (i.e., operative procedure, medication utilization referral for outside procedures, etc.).

Annual Report

The annual report will provide a summary of health care statistics to HALLC administrative staff, and the Sheriff of Harrison County Board of Supervisors. The primary purpose of the report is to gather and report statistics of provided health care services to identify trends in health services.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

usage. The following information on the report will include but not be limited to:

1. Clinical Visits
  2. Segregation Visits
  3. Mental Health Referrals
  4. Dental Visits
  5. Intake Screening
  6. Community Visits-Referral
  7. Chronic Care Clinics
  8. Pharmacy
  9. Ancillary Services
  10. On-Site Specialty Visits
7. *To provide a comprehensive program for continuing staff education at the Harrison County Adult Detention Center.*

**In-Service Training**

HALLC will require that all health care staff participate in basic in depth orientation (minimum of 40 hours to full time health care providers) to the health services program. Documentation of all training will be maintained on site. All written policies and training program will be established, approved and implemented by HALLC in cooperation with Harrison County Adult Detention Center to include:

1. Written policies and defined procedures
2. Mission of the Institution
3. Relevant security policies and procedures
4. Response to Center emergency situations
5. Staff members functional position description (provided on request)
6. Inmate-staff relationships
7. Privacy requirement and confidentiality of information
8. Infection control
9. Transportation procedures for transferring inmates
10. Other pertinent issues
  - a. Signs and symptoms of an emergency
  - b. First Aid and CPR Training
  - c. Methods of obtaining emergency care
  - d. Signs and symptoms of mental illness

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

8. *To maintain a complete Quality Assurance system with accurate records of care and to collect and analyze health statistics on a regular basis.*

Quality Assurance

HALLC will implement a Quality Assurance Plan that will include, but not limited to, audit and medical chart review procedures which meet American Correctional Association standards. Its program will be monitored by the QA Committee chaired by its site Administrator, a representative from Harrison County Adult Detention Center, and any other person deemed appropriate by the parties concerned. The Quality Assurance Committee will review the total operation of the healthcare unit and off site services. Specifically HALLC'S Quality Assurance will include several attributes that are unique to correctional health care management.

1. Monitoring Standards of Care Compliance
2. Statistical Reviews
3. Outside Agent for Peer Review
4. Assessment For Documentation
  1. Understanding in the medical community if it is not written down then it is not done i.e. having consent form sign, allergies documented, instruct npe...
5. Monitoring of Medical Orders to Center Administration for Infection Control Protocol
  1. MRSA Control
  2. Pestraint Monitoring (prevents liability issues)

Quality Assurance's report will be discussed in the quarterly administrative health service meeting. The Quality Assurance medical program will further include:

Regular committee meetings  
 Policy and procedure review committee meetings  
 Pharmacy committee meetings  
 Quarterly statistical management reporting  
 Healthcare staff meetings  
 Safety, sanitation and infection control meetings  
 Consist of regularly scheduled chart review  
 Include peer review by an outside agent

To provide communication between Harrison County Adult Detention Center staff and HALLC administration, meetings will be held quarterly. The agenda of the staff meeting will consist of announcements, old business, new business and adjournment. HALLC will make arrangements for meeting, assure

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

minutes are prepared and sign in sheet is maintained documenting attendance, post meeting minutes prior to the next schedule meeting and maintain copies of all minutes. HALLC's medical director and health care staff will review the services being provided at each site monthly, which will include the quality of health records, treatment, adequacy of treatment plans initiated by staff, completeness and legibility of the medical records and administration of medications. Statistical reports will be provided at each meeting. The report will include, but not be limited to: number of inmates receiving health service by category of care (i.e., operative, procedure, medication utilization, referral for outside procedures, etc.). The following components shall be specifically monitored by HALLC:

1. Adherence to policy and procedure manual
2. Medical Director responsibilities
3. Medication administration
4. Chronic diseases
5. Contagious diseases
6. Chart audits
7. Maintenance of equipment
8. Suicide prevention

HALLC promises an emphasis on cost-effective and cost-efficient delivery of quality healthcare services, and will demonstrate accountability through routine weekly, monthly and quarterly reporting of key indicators of the program. Additionally, we will conduct frequent executive meetings between the HALLC and Harrison County Adult Detention Center which further enhanced accountability and communication to ensure a collaborative and cooperative effort. HALLC will utilize a managed care model with an extensive utilization review program. The quality improvement initiative and the utilization management program are current to the health care industry at large, further tailored to your environment and are consistent with standards presently in use in Harrison County Adult Detention Center facilities, and other healthcare setting throughout the nation.

HALLC promises to implement an effective and efficient medical record compliance which is in compliance with ACA and NCCHS Standards and shall be essential components in HALLC's healthcare program. HALLC assures the completeness, accuracy and accessibility of each inmate's medical record and shall comply with the Health Insurance Portability and Accountability Act (HIPPA).

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Health Insurance Portability and Accountability Act (HIPAA)

HALLC shall comply with the Health Insurance Portability and Accountability rules which require specific methods of handling the protected health information of clients. HALLC shall assure compliance by:

- Developing specific policies and procedures regarding HIPAA requirements ensuring that all internal policies are in compliance with state and federal laws
- Determining the minimum necessary access to health information
- Providing training for current and future personnel on the aforementioned policies and procedures
- Providing notice of privacy practices to all inmates
- Obtaining HIPAA compliant agreements with all business associates
- Obtaining a sign authorization each time information is released per request

All activities and communications relating to inmate health care shall be maintained in a privileged and confidential manner. This includes minutes, monitoring and evaluation activities, complaints and other data. All information generated shall be marked privileged and confidential and will be handled with customary confidential practices. Medical records shall be maintained in the healthcare unit of the Center. Audits of medical records will be done on a regular basis by the management of HALLC. Medical records shall include but not be limited to the following information:

- Completed receiving screening form
- Health appraisal data forms
- Findings, diagnosis, treatment, dispositions
- Prescribe medications and administration
- Lab, x-ray and diagnostic reports
- Consent and refusal forms
- Release of information forms
- Place, date, and time of health encounters
- Problem list
- Dental record
- Mental health record

Security of Health Records

HALLC shall maintain the medical record separately from the inmate's confinement record. Policies and procedures controlling access to an inmate's medical record will be

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

established with management of the Harrison County Adult Detention Center. Informed consent standards apply to all examinations, treatments, and procedures with the exception of emergency treatment where informed consent is implied, in situations with advanced directives, and the treatment of communicable diseases. HALLC'S medical health care managers will review all test results, lab reports, consultant's report prior to being filed in the medical record.

Upon treatment of the inmate, the medical record will be immediately filed. Policies and procedures regarding the transfer of medical record information will be written. Inactive records will be maintained in accordance with HIPPA, Mississippi law and HALLC policies and procedures. Should the courts serve HALLC with a proper court order, subpoena or request, and medical information is required, a designated official from the Harrison County Adult Detention Center will be notified immediately of the service and/or request. Records will be made available immediately upon approval by the Harrison County Board of Supervisors.

9. *To operate the health care program in a humane manner with respect to the inmate's right to basic health care services.*

Health Assurance, LLC shall operate the health care program at the Harrison County Adult Detention Center in a humane manner with respect to the inmate's right to medically necessary health care services.

**III.**  
**COSTS**

For and in consideration of the sum set forth below, HALLC agrees to provide medical care and services set forth in this Contract to inmates as follows:

<u>Number of Inmates</u>	<u>Price</u>
Below 850	\$ 92,500 per month
850-999	\$106,375 per month
1000-1150	\$122,331 per month;

**WITH THE EXCEPTION:**

The financial liability of HALLC for the medications for inmates with HCV, HIV, and AIDS, and transplant recipients under the terms of this contract shall be limited to a total of \$100,000 annually. Should the standard of care require pharmacy costs in

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

excess of \$100,000 annually, Harrison County will maintain financial responsibility for all pharmacy costs exceeding \$100,000 annually.

**IV.**  
**RELATIONSHIP OF THE PARTIES**

- (a) It is expressly acknowledged by the parties hereto that no relationship of employer and employee or of principal and agent is created by this Agreement between Harrison County and HALLC or between Harrison County and any other person employed by HALLC. It is understood and agreed that HALLC, its physicians, psychiatrists, nurses and all employees or agents are at all times acting and performing as an independent contractor. It is further understood and agreed that in the performance of his or her work and duties, each nurse, or physician, psychiatrist and other medical care provider is at all times acting and performing as an employee or subcontractor of HALLC. The County shall not have or exercise any control or direction or any right of control or direction over the methods by which HALLC shall perform its work and functions. The sole interest of Harrison County is to ensure that the Services shall be performed and rendered in a competent, efficient, timely, cost effective, professional, legal and satisfactory manner. Any complaints or suggestions regarding performance of duties by (i) HALLC employees at the Jail, should be made by County personnel to supervisors at HALLC, not to the employees of HALLC performing direct duties hereunder, or (ii) Jail employees, shall be made by HALLC supervisors to the Sheriff, not to the employees of the Jail.
- (b) No person employed by HALLC performing services pursuant to this Agreement shall have any claim whatsoever under this Agreement or otherwise against Harrison County for salary or wages, vacation pay, sick leave, retirement benefits, life insurance benefits, Social Security, worker's compensation, disability, unemployment benefits, or any other employee or fringe benefits of any kind. HALLC shall maintain Worker's Compensation insurance for all of its employees, agents and all other persons performing any services pursuant to this Agreement. HALLC shall be fully responsible for any and all compensation and other employee or fringe benefits due each person employed by HALLC for services rendered by each person under this Agreement, and HALLC shall

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

indemnify and hold the County harmless from any claim for any such person for benefits or compensation, direct or indirect, arising out of the services performed by any person under this Agreement, and from any and all claims for any taxing entity for payment of any employment tax or withholding (including but not limited to FICA taxes (Social Security), income tax withholding on wages and unemployment insurance taxes, and interest and penalties thereon) payable with respect to such compensation. In the event that the Internal Revenue Service or any other governmental agency or any person should question or challenge the independent contractor status of HALLC, both parties hereto shall have the right to participate in any discussion, negotiation or litigation with such agency or persons over such question or challenge.

V.

**SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and insure to the benefit of any successor to the parties hereto, and such successor shall be deemed substituted for the appropriate party, under the terms of this Agreement. As used in this Agreement, the term "successor" shall include any persons, firm, employer or other business entity which at any time, whether by merger, purchase or otherwise, acquires all or substantially all the assets of the business of such party.

VI.

**COMPLIANCE WITH LAWS**

The parties hereto hereby expressly acknowledge that it has been and continues to be their intent to comply fully with all federal, state and local laws, rules, and regulations. In the event of any legislative or regulatory change or determination, whether federal or state, that has or would have a significant adverse impact on either party hereto in connection with the performance of its obligations, or should either party be deemed for any reason in violation of any statute or regulation arising from this Agreement, this Agreement shall be negotiated to comply with the then current law.

VII.

**TERM**

This Agreement shall have a term of two (2) years and one (1) month, retroactive as of December 1, 2005, and ending December 31, 2007. This Agreement may be renewed for additional terms upon

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

mutual accord of the parties, a Resolution by the Harrison County Board of Supervisors, and by written, executed renewals mutually acceptable to the parties.

**VIII.**  
**TERMINATION**

This Agreement may be terminated in accordance with the following provisions:

- (a) Upon ninety (90) days written notice by either party to the other party at any time with or without cause.

**IX.**  
**INSURANCE**

- (a) Liability Insurance

HALLC covenants to furnish, and it is understood and agreed that HALLC shall procure at its own expense, and maintain in force throughout the entire term of this Agreement, including any renewal terms, General Liability, Professional Liability, and Medical Malpractice Insurance in the amount of \$1 million per occurrence, and \$3 million aggregate, insuring all claims that may arise out of the course and scope of this Agreement. Harrison County, Mississippi; the Sheriff of Harrison County, Mississippi, and all employees of Harrison County and elected officials of Harrison County, including but not limited to all persons under the supervision or control of the Sheriff of Harrison County, shall be additional named insureds on the aforesated Liability Insurance Policy. As between Harrison County's Liability Insurance coverage and HALLC's Liability Insurance coverage, HALLC's Liability Insurance Policy shall be primary; and Harrison County's Liability Insurance Policy shall be excess. HALLC shall furnish the Sheriff of Harrison County with original certificates of its insurance policy obtained in compliance with this Section. The Harrison County Administrator shall be furnished with a copy of said policy. Such certificate shall be furnished on or before the commencement of HALLC's operations pursuant to this Agreement. HALLC shall require its insurance carrier to notify, in writing, the Harrison County Administrator of any changes, endorsements, amendments or cancellations of such insurance policies at least ten (10) days prior to the effective date of such change. All HALLC's insurance policies shall be written by an insurance company or companies authorized by the Commissioner of Insurance of the State of Mississippi to do business in the State of Mississippi.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

HALLC herein promises and covenants to pay on demand any deductible amount or self insured risk required by said insurance company and/or any insurance policy of Harrison County which may be utilized by any person, company or other entity on any claim made against Harrison County, or the Sheriff of Harrison County as a result of any service from or related to this Agreement. Should HALLC's insurance carrier withdraw coverage or become insolvent, all claims, litigation costs, attorney fees and any judgment or settlement money will be paid by HALLC.

**X.**  
**INDEMNITY**

HALLC agrees to indemnify and save harmless Harrison County, and its Sheriff, respective supervisors, agents, officers, employees, and directors from and against any and all liability, loss, damages, interest, judgments and liens growing out of any and all costs and expenses (including, but not limited to, reasonable attorney fees and disbursements) arising out of or incurred in connection with any and all claims, demands, suits, actions or proceedings, which may be brought against Harrison County by reason of, or as the result of:

- a. Acts or omissions of HALLC, its agents, servants, or employees related in any way to or while in the performance of this Agreement.
- b. Any act or omission, conduct or misconduct, of HALLC; its agents, servants or employees not included in the paragraph above and for which the County, its agents, servants, or employees are alleged to be liable.

**XI.**  
**AUDIT**

Harrison County reserves the right, at its own cost and expense, to audit HALLC's books and records at any time for the purpose of verifying compliance with this Agreement. For the purposes of conducting such an audit, HALLC, shall make its books, documents and records available to Harrison County upon thirty (30) days prior written notice. If HALLC carries out any of the duties of this Agreement through a subcontractor, having a value of cost of Ten Thousand Dollars (\$10,000) or more, over a twelve (12) month period, HALLC shall require such subcontractor to make its books, documents and records available for audit by Harrison County.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

XII.

COMPLIANCE WITH LAWS

HALLC shall comply with all laws and rules and regulations of the United States of America and the State of Mississippi, applicable to HALLC's responsibilities under the terms and conditions of this Contract. Such compliance shall include but not be limited to the maintaining and providing of any records required by any federal or state agency.

XIII.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Mississippi.

XIV.

NOTICES

- (a) Notices to HALLC shall be sufficient if sent by Certified Mail, Return Receipt Requested, Postage Pre-Paid, addressed to:

Dr. Carl M. Reddix, CEO  
P. O. Box 14212  
Jackson, MS 39236

- (b) Notices to Harrison County shall be sufficient if sent by Certified Mail, Return Receipt Requested, Postage Pre-Paid, addressed to:

Pam Ulrich  
Harrison County Administrator  
P. O. Drawer CC  
Gulfport, MS 39502

XV.

SEVERABILITY

In the event any term or provision of this Agreement is found to be unenforceable or void, in whole or in part, as drafted, then the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law, and the balance of this Agreement shall remain in full force and effect.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

IN WITNESS WHEREOF, the parties have executed this Agreement on the date stated herein.

\_\_\_\_\_  
Connie Rockco, President  
of Harrison County Board  
of supervisors

HEALTH ASSURANCE, LLC

BY: \_\_\_\_\_  
CARL M. REDDIX, M.D., CEO

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Sheriff of Harrison County,  
Mississippi

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

2) 2006/2007 service agreement for medical and mental services for the Harrison County Juvenile Detention Center:

THE 2006/2007 SERVICE AGREEMENT FOR MEDICAL AND MENTAL SERVICES  
FOR THE HARRISON COUNTY JUVENILE DETENTION CENTER

This 2006/2007 SERVICE AGREEMENT FOR MEDICAL AND MENTAL SERVICES FOR THE HARRISON COUNTY JUVENILE DETENTION CENTER (hereafter "Agreement"), made and entered into as the \_\_\_\_ day of \_\_\_\_\_, 2006, by and between HEALTH ASSURANCE, LLC (HALLC), a Limited Liability Company formed under the laws of the State of Mississippi, and THE COUNTY OF HARRISON, MISSISSIPPI, as follows:

W I T N E S S E T H:

WHEREAS, The Sheriff of Harrison County is required to provide medical assistance to persons confined in the Harrison County Juvenile Detention Center in accordance with Miss. Code Ann., § 47-1-57 (1972); and

WHEREAS, if the juvenile inmate is unable to pay the cost of medical treatment the cost shall be paid out of the treasury of Harrison County in accordance with said statute; and

WHEREAS, Miss. Code Ann., §§ 47-1-57 and 43-21-321 (1972) authorizes the Harrison County Board of Supervisors to enter into a service contract with a physician and/or health care group for the jail; and

WHEREAS, Harrison County desires to enter into a service agreement with HALLC, whereby HALLC is compensated in return for providing medical and mental care to the inmates in the Harrison County Juvenile Detention Center; and

WHEREAS, HALLC desires to enter into such a service Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant, each with the other as follows:

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

I.  
MANDATORY REQUIREMENTS

For and in consideration of the sum of money set forth herein, HALCO contracts and agrees to perform the following mandatory requirements:

1. Juvenile Inmate Health Care Program for the Harrison County Juvenile Detention Center.

For all health care services, the Medical Director or Program Administrator located at the Juvenile Detention Center will identify the need, schedule, and coordinate the health care services for:

- A. All physician services, supporting diagnostic examinations, follow up for health problems identified by screening or laboratory tests, non-emergency and emergency medical care rendered to juvenile inmates inside and outside the Harrison County Juvenile Detention Center.
- B. Inpatient hospitalization or offsite speciality service for any juvenile inmate at the Harrison County Juvenile Detention Center.
- C. Providing a responsible physician who will conduct sick call and provide an on call physician or a designee seven (7) days per week, twenty four hours per day for emergency situations.
- D. Psychiatric, psychological and counseling services for any juvenile inmates inside the Harrison County Juvenile Detention Center.
- E. Providing a total pharmaceutical system for the Harrison County Juvenile Detention Center.
- F. Providing a medical detoxification program for drug and/or alcohol addicted juvenile inmates.
- G. Providing all equipment with the exception of capital outlay equipment.
- H. Providing all medical supplies.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

- I. Providing consultation services to the Sheriff and Director of the Juvenile Detention Center on any and all aspects of the health care delivery system at the Harrison County Juvenile Detention Center.
- J. Providing a centralized billing system for health care providers.
- K. Administer emergency medical care to any employee or visitor at the Harrison County Juvenile Detention Center who requires such care.

**A. Initial medical assessment**

Within one hour, or as soon thereafter as reasonably possible, of arrival, all new inmates at the Harrison County Juvenile Detention Center will receive an initial medical, oral and psychological screening. A standard form to record findings of the initial screening and evaluation will be utilized. The form is placed in the patient's medical file. At a minimum, initial screenings will include:

- a) An educational program;
- b) A visitation program with parents and guardians;
- c) Private communications with visitors and staff;
- d) Counseling;
- e) Continuous supervision of living units;
- f) Medical service;
- g) Food service;
- h) Recreation and exercise programs;
- i) Reading materials;
- j) Documentation of current illnesses and health problems, including medications taken, and special health requirements;
- k) Behavior observations, including state of consciousness, mental status, and whether the inmate is under the influence of drugs or alcohol;

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

- l) Notation of body deformities, trauma markings, bruises, ease of movement, etc.;
- m) Conditions of skin including infestations;

Referral of the juvenile inmate for special housing, emergency health services, or additional medical specialities will be made as needed.

**B. Full health assessment**

A comprehensive physical and psychological evaluation will be completed on any juvenile inmate confined at Harrison County Juvenile Detention Center within one hour, or as soon thereafter as reasonably possible of arrival at the Center. The examination will conform to national medical standards, and be performed by a qualified medical professional. At a minimum, the comprehensive evaluation will include:

Review of the receiving screening results by the Medical Director or the responsible physician.

Collection of additional data to complete the medical, dental and psychological histories.

Review of immunization history and update and schedule as needed Laboratory and/or diagnostic tests (as determined by the responsible physician) to detect diseases. The assessment will include:

- A. TB testing
- B. Sexually transmitted diseases testing, including HTV
- C. Full blood work up
- D. Dental examination
- E. Vision examination
- F. Recording of height, weight, blood pressure and temperature
- G. Other tests and examinations as appropriate
- H. Medical (including gynecological assessments of females) with appropriate comments
- I. Review of the results of the medical examination and tests, and identification of problems by physician
- J. Obstetrical follow-up

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

The psychological screening will include an interview conducted by the appropriate staff in which inquiries into the items listed below are made:

- a. History of psychiatric hospitalization and outpatient treatment
- b. Family history
- c. Current psychotropic medications
- d. Suicidal ideation and suicidal behavior
- e. Drug usage
- f. Alcohol usage
- g. History of sex offenses
- h. History of outwardly violent behavior
- i. History of victimization or abuse
- j. Special education placement
- k. History of cerebral trauma and seizures
- l. Emotional response to detainment

Primary medical services will consist of:

- a. Admission evaluation
- b. Medical screening and examination
- c. Preventive care
- d. Medical clearances for intra and inter - agency transfer
- e. Medical clearance for work assignments
- f. Continuing care of identified medical problems
- g. Detoxification and drug rehabilitation services-HALLC will provide an on-site detoxification program for the management of chemically dependent or intoxicated inmates. The program will provide for:  
 Identifications of inmates in need of detoxification
  - Comprehensive treatment plan
  - Separation from general population
  - Supervision and monitoring
  - Hospitalizations for severe cases

HALLC will maintain a comprehensive health care record that at a minimum will include the following:

- a. Complete receiving
- b. Health assessment data forms
- c. Master problem list
- d. All findings, diagnoses, treatments, and dispositions
- e. Prescribed medication and their administration
- f. Reports of laboratory, x-ray and diagnostic studies
- g. Signature and title of each documenter

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

- h. Consent and refusal forms when applicable
- i. Release of information forms when applicable
- j. Place, date and time of health encounter
- k. Discharge summary of hospitalizations

**C. Mental Health Program**

HALLC understands there is a need for a strong mental health program in every juvenile inmate detention Center. As part of the initial screening process and follow up history, mental health questions are included to identify patients with gross mental abnormalities who are in need of immediate care and treatment. The evaluation is performed by a qualified mental health professional.

**1. Intake Procedures**

HALLC will coordinate a separate mental health screening and evaluation process with the appropriate personnel for all new admissions no later than one hour, or as soon thereafter as reasonably possible, after admission to the Harrison County Juvenile Detention Center. This process is designed to identify level of functioning and to uncover less obvious mental conditions. This process helps to determine appropriate housing and program assignments for mentally challenged offenders. Each individual identified will be provided a treatment plan which specifies the frequency and extent of follow up care as well as the level of services.

The mental health evaluation will include a structured interview by a mental health worker and testing of intelligence for mental retardation. HALLC will work with psychiatrists or clinical psychologists in developing the screening instruments to be used for mental health evaluations, training mental health workers in the application of these instruments and in drafting guidelines for referrals of patients. Psychiatrists and/or clinical psychologists will be utilized to provide in-depth work-ups and development of appropriate treatment plans and conduct psychiatric evaluations with psychological and/or behavioral problems. Other mental health professionals will be utilized to carry out other aspects of the mental health program. A license psychiatrist will be staffed at the Juvenile Detention Center one day a week, for a minimum of one hour per day, to be available for counseling, prescribing psychotropic medications and appropriate monitoring.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

2. Outpatient Treatment

HALLC ensures that each inmate has a range of mental health care services as is provided in the community. Services may include individual counseling, group counseling, psychiatric and psychological consultations, medication monitoring and periodic re-evaluation of the effectiveness of the treatment. The preferred treatment utilized by HALLC is supportive counseling, since inmates with more serious mental health problems do not function well when placed in the general population. Supportive counseling often provides an avenue for inmates to alleviate anxiety, assist in their adjustment to a confined life and help them plan for the future.

3. Intervention

Intervention in emergencies for short term care for juvenile inmates in acute mental distress requires an immediate response. HALLC has experienced that some juvenile inmates need short term supportive counseling for less serious although traumatic state. Those juvenile inmates who have major psychiatric emergency episodes are referred to appropriate staff and facilities for care. Psychiatric emergencies are handled as followed:

1. Identified one or more hospital emergency department to which juvenile inmates will be transferred
2. On site records which include the name and number of the physician who is on call 24 hour per day is provided
3. Arrangements are specified, which include the security procedures
4. The mode of transportation identified

4. Special Services

HALLC is keenly aware that often the disorganized or/and dangerous behavior on the part of mentally ill juvenile inmates justify the use of short term seclusion, restraining or psychotropic medication. HALLC works closely with the Center in regard to policies and procedure as well as state laws in ensuring the proper health standards for these individuals. HALLC is knowledgeable about the applicable state laws and regulations governing seclusion, restrain and forced

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

psychotropic medication. HALLC will not participate in forensic mental health evaluations. In regarding the aforementioned special services the following procedures are utilized:

- Prohibit the use of these mental health concerns for punishment
- Require the authorization only by a physician and/or clinician where specified by law
- Define the critical criteria for use in medically necessary situations
- Limit the time and frequency of use of extreme measures
- Specific health care staff responsibilities for monitoring patients
- Train appropriate personnel to ensure that they are familiar with specific policies and procedures

**D. Basic Ambulatory Care**

Intake Procedures

Certain basic health information is to be gathered on each new juvenile inmate immediately upon admission to the system, juvenile inmates reentering the system, and inmates on extended furlough. A qualified health professional will observe and interview every juvenile inmate during the screening process within a designated time frame as determined by the Center and HALLC. The intent is to gather enough information to ensure continuity of health care and to prevent avoidable health contingencies. The result of the screening process is recorded on a standardized form and placed in each inmate's medical record. If a juvenile inmate is transferred within the same system, the health record must accompany the patient upon transfer. Upon admission the health information will be reviewed for completion and the following applicable steps will be taken, i.e., chart review, continuation of medications. An annual review will be performed on each patient's chart and a tuberculin skin test will be administered.

Screening Process at a minimum will include:

- Inquiry into current illnesses, health problems, and conditions
- Observation of behavior which includes state of consciousness, mental status, appearance, conduct, tremors, sweating, bodily

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

deformities, movement, and conditions of the skin.

- Tuberculosis test
- Notation of the disposition of the inmate

After a predetermined time period a more detailed health appraisal which includes history and examination will be provided to each juvenile inmate. The physical examination will complete the health appraisal data collection. Health appraisal data is recorded on a standardized form and placed in each inmate's medical record.

Detailed data intake

1. Reviewing the screening process
2. Gathering pertinent additional data, i.e., medical, dental, mental histories
3. Solicit information regarding past illnesses hospitalizations, current health complaints, medications and treatments
4. Reviewing family history of certain genetic linked diseases
5. Reviewing immunization status
6. Reviewing allergies
7. Include any information that was not obtain during the screening process

E. Sick Call

The sick call process is the core to any efficient health delivery system. The Center and the health care providers should review the present mechanism in place to ensure that all juvenile inmates can request health services daily. The access to health care is directly controlled by HALLC to ensure that all written requests are received daily and a determination can be made regarding the appropriate disposition. HALLC is obligated as a professional health care provider to see every patient who requests care. Juvenile inmates are to be notified in a reasonable period of time (predetermined time) concerning their requests for health care. All requests for non-emergency care are processed within 24 hours and are scheduled for sick call within the next 24 hours. The intake personnel usually sees the juvenile inmate first to gather basic information, take vital signs and/or provide care within the scope of their licenses. This review determines the juvenile inmates needs which may include referrals to other physicians and/or another clinician.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

*No Shows:*

HALLC realizes that some medical complaints and illnesses have a limited course and may resolve on their own. No shows provide several problems for health care providers. No shows reduce the efficiency of the health unit and juvenile inmates who need health care services may not receive them. Those juvenile inmates who do not show up for their sick call or appointments are handled as follows:

1. The juvenile inmate may indicate through oral/written communication of their not being able to attend the scheduled appointment.
2. Critical and/or chronic disease juvenile inmates who do not show are reported to the Harrison County Juvenile Detention Center health staff to determine why the appointment was missed.
3. All missed appointments are followed up to ensure that their access to care is not barred.

**F. Chronic Illness**

HALLC has defined a chronic health problem as an illness which is either ongoing or recurring, i.e., asthma, diabetes, hypertension, etc. To provide an effective and efficient health care delivery system for chronic ill patients, HALLC:

1. Identifies the number of juvenile inmates with specific chronic conditions
2. Individual treatment plans are developed or reviewed for each of these patients which includes
  - ▶ instructions regarding medications
  - ▶ special therapies
  - ▶ exercise
  - ▶ diet
  - ▶ the type and frequency of laboratory
  - ▶ other diagnostic testing
  - ▶ frequencies of follow up for reevaluation of the patient's condition; and
  - ▶ adjustment of the treatment plan as needed.

Chronic clinics are established to enable patients to have scheduled visits to the health care provider. Educating the patient to understand the seriousness of their conditions can create a more workable outcome for both the health care provider and the patient. Counseling and self-care instructions are given to these juvenile inmates to assist

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

them while detained and upon their return to the community which is documented in the patient's medical record.

G. Pharmaceutical Services

HALLC will comply with all applicable state, federal regulations, and ACA standards regarding prescribing, dispensing, administering, and procuring pharmaceuticals for juvenile inmates. Procedures will define timely procurement, dispensing, distribution, accounting, and disposal of pharmaceuticals. Records will be maintained to ensure adequate control of and accountability for all medications. Juvenile inmates will not prepare, dispense, or administer medication except for self-medication programs approved by Harrison County Juvenile Detention Center and HALLC.

Drug storage and medication will not contain any outdated, discontinued, or recalled medications. All medications will be stored under proper conditions of sanitation, temperature, light, moisture, ventilation, segregation, and security. Antiseptics, other medications for external use, and disinfectants will be stored separately from internal and injectable medications. An adequate and proper supply of antidotes and other emergency medications, and related information will be readily available to health care staff. Prescription medications are administered or delivered to the inmate only upon the order of a physician, dentist, or other legally authorized individual. HALLC will determine the prescriptive practices for the facilities. Medications are prescribed only when clinically indicated and will be documented by a form approved by the Medical Director of HALLC. HALLC will work with pharmaceutical companies to assure the lowest possible pharmaceutical cost.

Medication Distribution

HALLC utilizes the system of b.i.d. where medication is distributed twice a day, 365 days per year. However some medications are distributed three or four times a day as ordered. The procedures are:

- Medications are only dispensed by licensed individuals
- Each prescription is labeled in accordance with applicable regulations with the following information:
  - date
  - pharmacy prescription number
  - patient name
  - name of the drug
  - strength
  - amount dispensed

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

- directions to the patient for use
- prescriber name
- other pertinent information
- Health personnel who have been trained and/or licensed can only pass medications
- Administration of medications or their refusal is recorded on the inmate's log
- Juvenile inmates on abusable medications are observed to ensure that the medications are taken and not hoarded.

**H. Speciality Care**

Prior to providing services HALLC will determine what speciality services can be provided outside the facilities and obtain consultant and/or contracts from the providers to effectuate services to the juvenile inmates. HALLC will require each off site care speciality provider to provide copies and/or evidence of continued licensure. HALLC uses both a referral form and/or communication to the off site health care provider. All specialists are oriented to the correctional environment and to the institution's security regulations and health services policies and procedures.

Providing on site and/or off site speciality care is dependent on the juvenile inmate's health care needs. The number of juvenile inmates who are requiring each type of speciality care will determine which speciality care services should be provided within the facilities and which should be provided at off site locations. Speciality care is defined by the willingness of these providers to treat juvenile inmates and the existence of the required equipment. The most preferred option to be utilized by HALLC is to provide speciality care on site at the facilities, which avoid the added security risk of transporting inmates and the added costs of custody time and transportation costs.

**I. Inpatient Care**

Inpatient services may be required by inmates at any given time. HALLC has determined that there are four levels of in-house inpatient beds in any Center, sheltered housing, extended care, skilled nursing care, and observation. The number of beds required depends on the type of inpatient service required, which cannot be predetermined. Sheltered housing is designed for juvenile inmates who need a more protective environment but do not require 24 hours per day nursing care. Often this Center is not a special Center. These patients are those who might be restricted in some of

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

their activities but who could care for themselves. Extended care is for those juvenile inmates who might be terminally ill, mobility impaired individuals and those who may be in the latter stages of chronic diseases. Terminally ill patients need daily medications and/or therapy and assistance in performing basic functions. Skilled nursing care patients are those individuals who need daily nurse care at a higher level and for a shorter duration than the extended care patients. Both extended care and skilled nursing patients are treated in an infirmary setting. HALLC insures that at a minimum the following procedures are in operation in the infirmary setting.

- Defined scope of services to be provided
- Physician is on call 24 hours per day and see patients as required by the severity of their illnesses
- Registered nurse who provides daily supervision
- Appropriate personnel on duty 24 hours per day, seven days per week, who make rounds at least once per shift and more often as required by patients' need and physicians' orders
- Health staff member within the patients sight or hearing
- Nursing care procedures that are written
- Inpatient records that are complete and
- The physicians or other authorized health professional can only admit or discharge a patient from the infirmary

HALLC ensures that written agreements and arrangements are provided before the inception of any agreement with the Center. Any hospital utilized by HALLC must meet the criteria for licensure and other regulations governing hospitals in the state and should be accredited by a state agency or the HALLC. Procedures for transporting juvenile inmates off site is coordinated with the Center and HALLC. A hospital discharge summary should be returned with the juvenile inmates on their return to the Center which notes the care that was provided and should include instructions for follow up care.

**J. Staffing**

HALLC agrees it will staff the Harrison County Juvenile Detention Center with full and part time medical care providers pursuant to the American Correctional Association (ACA). HALLC agrees to provide the following:

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

1. Health Service Administrator - Available 40 hrs. per week, who will be located at the Harrison County Juvenile Detention Center
2. Physician - One (1) day per week, for two to three (2-3) hours
3. Psychiatrist - One day a week, for two to three (2-3) hours
4. Nursing Staff:
  - a) Day Shift - 7 a.m. - 3 p.m.
5. Youth counselor for alcohol, drug and other mental and emotional problems will be on site 40 hours per week.

**K. Emergency Care**

HALLC works closely with each Center to ensure that a plan is in place for responding to medical emergencies. Each plan will include:

1. One or more hospital emergency department to which juvenile inmates will be transferred
2. The name and number of the physician who is on call 24 hours per day is provided
3. Arrangements are specified, which include the security procedures
4. The mode of transportation identified

HALLC coordinates with personnel in the Center ensuring that all staff, who work with juvenile inmates are currently trained in cardiopulmonary resuscitation(CPR). HALLC will further work with appropriate personnel to have drills of simulated medical emergencies at the Center.

**L. Female Services**

HALLC recognizes that the number of female juvenile inmates is large and is growing annually, and presents unique and increasing health problems for correctional facilities. The circumstances and needs of incarcerated females are unique; thus, the need to provide specialized treatment to this population must be provided. Studies show that incarcerated females utilize health care services much more than males and the reasons for this increased utilization include a female's more complicated reproductive system, sexually transmitted diseases, and pregnancies. Upon entry into corrections, females report problems with alcohol abuse, headaches, fatigue, drug abuse, and sexually transmitted diseases. Further, it has been estimated that 10 percent of females entering correctional facilities are noted to have

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

psychiatric problems with depression being the most common diagnostic category.

From 40 to 60 percent of the females in prisons and jails have reported they had been previously sexually or physically abused. Such experiences can lead to life long psychological problems ranging from depressive disorders, stress disorders, anxiety disorders, substance abuse, behavioral disorder of violence and impulsivity, and learning problems. In recognition of the high risk nature of correctional pregnancies, juvenile inmates remaining in Harrison County Juvenile Detention Center facilities after pregnancy will receive regular prenatal and postnatal care, including medical examinations, appropriate activity levels, safety precautions, nutrition, guidance, and counseling.

Juvenile inmates will receive recognized community standards for female health services as promoted by standards set by the AMA and American College of OB/GYN. Intake procedures will include histories on menstrual cycle, pregnancies, gynecologic problems, and nutritional intake. The intake examinations will include a breast exam and, depending on the patient's age, sexual history, and past medical history, a pelvic exam, and pap smear.

HALLC shall provide laboratory tests to detect sexually transmitted diseases and pregnancy test on admission to the Center. The frequency of repeating certain tests, exams, and procedures will be based on guidelines developed by professional groups such as the American Cancer Society and the American College of Obstetrician and Gynecologists, and will take into account age and risk factors of the female residents at Harrison County Juvenile Detention Center.

**M. Laboratory Services**

HALLC shall provide routine laboratory/diagnostic services. All on-site qualified health care professional staff shall be trained in the collection and preparation of laboratory specimens. On-site diagnostic services with immediate results will include: finger stick blood glucose testing, urine analysis dip stick, urine analysis pregnancy test, rapid strep test, guaiac stool test and peak flow testing. The medical director and/or designee shall review all routine laboratory results, timely to ensure proper treatment and follow up care.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

N. Infection Control Program

The infection control program will provide knowledge and supplies that will help in maintaining an environment that reduces unnecessary exposure to infections and communicable diseases for juvenile inmate, security and healthcare staff. Infection control will follow the guidelines and recommendations of Centers for Disease Control, Occupational Health and Safety Administration and other pertinent documents related to infection control. All reports will be completed and filed consistent with local, state and federal laws and regulations. Annual statistics will be maintained by monthly completion of Infectious Disease Report. The Medical Director will implement the standards regarding employee safety.

HALLC will implement an Infection Control Committee which will be a subcommittee of the Quality Assurance Program who will meet quarterly to review and discuss infection control policies and procedures. Written reports will identify reportable diseases, outbreaks or occurrences of special infectious diseases and problem solving opportunities. The Infection Control Committee will monitor employee knowledge of Infection Control and Exposure Control annually on a formal basis, more often if problems are identified. The following matters will be considered:

Concurrent surveillance of patients and staff

1. Prevention techniques
2. Strict adherence to universal precautions
3. Treatment and reporting of infections

O. Risk Management

The primary goal of HALLC's risk management program is to prevent injuries, accidents, and loss, reduce such occurrences, and/or minimize the loss or injury incurred. All occurrences will be forwarded to the Quality Assurance Committee for review and follow-up. The review will consist of assessment of factors, evaluation of any intervening factors and assessment of outcome and loss. The Medical Director will ensure that training and preventive measures will be incorporated to eliminate or control real or potential risks in the clinical setting.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

The Medical Director may resolve risk management problems by:

1. Providing education and training to medical staff or counsel staff as needed
2. Systems problems will be communicated to Harrison County Juvenile Detention Center
3. Problems will be forward to the Quality Assurance Committee for review and follow-up
4. Inappropriate behavior problems by HALLC personnel will be handled through individual counseling or disciplinary measures

**2. Job Description of the Individual who will be the on site Program Administrator**

**Characteristics of Work**

Serves as the administrative and programmatic leader at the Harrison County Juvenile Detention Center for HALLC will actually be on site at the Harrison County Juvenile Detention Center, but will be available to go to the Juvenile Detention Center whenever needed. Under general administrative direction of the Chief Executive Director of HALLC, represents HALLC before public and professional bodies in matters relating to correctional health. Supervises the on site health care services at the Juvenile Detention services. Directs the development of rules, regulations, and performance of medical staff. The Program Administrator identifies issues needing policy resolution. Internal and external contacts are made by the Administrator to exchange information, coordinate activities, and provide guidance and assistance to all Harrison County employees. Work is reviewed frequently by upper management of HALLC.

**Examples of Work**

The following are examples of work performed and are not intended to reflect the essential functions of any one positions. The essential functions of each individual position are determined and maintained by each correctional Center.

Interprets statutes, rules and regulations governing the Center over which administrative supervision is exercised.

Directs the preparation, coordination and implementation of the health care services.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Exercises control of Center directed funds and identifies special needs for budgetary purposes.

Ensures compliance and development of rules and regulations

Reports findings of reviews and recommendations to management of HALLC and the Director of the Correctional Center.

Monitors quality assurance activities to ensure compliance with state and federal rules and regulations.

Directs subordinate staff by assigning duties, evaluating work performance and instructing in work methods.

Serves as liaison with other regulatory and enforcement agencies.

Compiles annual, special and other reports relative to agency activities.

Related or similar duties are performed as required or assigned.

**II.**  
**OBJECTIVES**

1. *To deliver high quality health care services that can be audited against established standards.*

The physician principals of Health Assurance, LLC are the only physicians in Mississippi who have distinguished themselves by the National Commission on Correctional Healthcare as Certified Correctional Healthcare Providers. This certification assures that the Center will have a system of accountability that guarantees a juvenile inmate's access to appropriate health services. The Community standard for the primary care physician is to take the responsibility for directing primary and specialty care for patients within our health system. Health Assurance, L.L.C. physician principals are primary care physicians with Masters Degrees in Public Health. Thus HALLC can uniquely provide your organization with a "Responsible Health Authority" that closely resembles this community standard.

2. *To operate the health care program in a cost-effective manner with full reporting and accountability.*

All claims are sent by the providers of service to HALLC

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Claims Processing Department. The individual facilities and the providers of service will send all billing process claims to this department. Upon receipt the claim is validated for processing. Process validation is the evaluation and adjudication of provider bills for appropriateness of reimbursement relative to medical necessity and prevailing rates of reimbursement, duplicate charges, unbundling of charges, relativeness of services to injury or illness, necessity of assistant surgeons, adjudication of multiple procedures, number of modalities, global procedures, and any other prevailing adjudication issues that may apply. In addition an assessment is made for the utilization review authorization.

HALLC's utilization review/patient management staff uses nationally recognized guidelines and resources. The philosophy of HALLC utilization review team is to determine the medical necessity and appropriateness of a requested service, procedure, or hospital admission prior to the event. HALLC'S program will assist inmates in the Harrison County Juvenile Detention Center in receiving appropriate health care and in maximizing coverage for those health care services. HALLC'S utilization management is a comprehensive set of integrated components including: pre-certification review, admission review, continued stay review, retrospective review, discharge planning, bill screening and individual medical case management as required. Only the medical director will make decisions denying coverage for medical services for reasons of medical necessity.

HALLC's utilization review is to safeguard against unnecessary and inappropriate medical care rendered to juvenile inmates. Medical services and/or records will be reviewed for medical necessity, quality of care, appropriateness of place of service and length of stay (inpatient hospital). HALLC utilizes highly skilled Nurse Coordinators and Physicians who conduct professional and timely reviews using standardized medical research data from across the country to make fair and reasonable decisions on behalf of the Harrison County Juvenile Detention Center. Detail audits will be done on all claims to ensure that claims are not overstated. Utilization reviews consist of:

- Inpatient Hospital Pre-certification,
- Concurrent & Retrospective Review
  - Inpatient Chemical Dependency/Behavioral Health Review
  - Outpatient Surgical Procedures

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

• Specific Outpatient Procedures

The utilization review produces two benefits:

1. The ability to monitor and assure that necessary medical services were given
2. The patient had achieved expected outcomes on a periodic basis.

HALLC will further evaluate the infirmary, to ensure that the infirmary is utilized in lieu of hospitalization and second opinions will be conducted for elective hospitalization and procedures.

3. *To operate the health care program at full staffing and use only Mississippi licensed certified and professional trained personnel.*

HALLC herein promises a combination of administrative and clinical leadership to head its management team for this Harrison County Juvenile Detention Center contract. Carl Reddix, MD(Dr. C. Reddix) will be the individual primarily responsible for the administrative responsiveness and cost accountability to the Harrison County Juvenile Detention Center. Dr. C. Reddix is the Chief Executive Officer of Health Assurance, L.L.C. Presently, Dr. C. Reddix is the Staff Physician at Hinds County Detention Center, Raymond, MS, the Director of Jackson Hinds Comprehensive Health Center, Women Health Services and President of Reddix Medical Group. Dr. C. Reddix received his Medical Doctorate, in 1985, from Tufts University, School of Medicine, Boston, MA and his Master of Public Health in 1984 from Harvard University, School of Public Health, Boston, MA.

HALLC's proposed Medical Director, Michael Reddix, MD (Dr. M. Reddix) shall be responsible for the oversight of the clinical aspects of its program, supervision of individual physicians and nursing providers and will deal directly with Harrison County Juvenile Detention Center on any clinical issues that may arise. HALLC promises Dr. M. Reddix is extremely familiar with this type of health care system as he worked as the Medical Director for Reddix Medical Group, Hinds County Detention Center, Raymond, MS, Mississippi Methodist Rehabilitation Home Health (1991-1997) and Bienville Medical Group, Inc.(1991-1997). Dr. M. Reddix received his Medical Doctorate in 1984 from Tufts University, School of Medicine, Boston, MA and his Master Public Health in 1984 from Harvard University School of Public Health, Boston, MA.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Credentialing

HALLC shall ensure that all health care personnel who provide services to Harrison County Juvenile Detention Center are appropriately credentialed according to the licensure, certification, and registration requirements of the State of Mississippi. Health providers will not perform tasks beyond those permitted by their credentials. HALLC will maintain verification of current credentials for all professionals at their corporate site and will provide documentation upon request. HALLC will provide written job descriptions defining the specific duties and responsibilities of health care professionals who will provide health care services to Harrison County Juvenile Detention Center.

4. *To implement a written health care plan with clear objectives, policies and procedures and annual evaluation of compliance.*
5. *To operate the health care program by standards established by the National Commission on Correctional Health Care (NCCCHC)*
6. *To maintain an open and cooperative relationship with the administration and staff of the Harrison County Juvenile Detention Center.*

HALLC's position with the Harrison County Juvenile Detention Center will be based on an open line of communication with a two-way exchange of information. HALLC will be forthright in identifying any problems within its own program and will work diligently to correct and/or alleviate any problems. HALLC believes that the sharing of information, both positive and negative, is critical to the maintenance of a successful relationship. HALLC's experience in contractual health care has confirmed its belief that we should remain fully cognizant of issues related to the health services program, in order to remain proactive and accountable in addressing deficiencies or problems as they arise.

HALLC has proposed a combination of administrative and clinical leadership to head its management team for the contract. Carl Reddix, MD (Dr. C. Reddix) will be the individual primarily responsible for the administrative responsiveness and cost accountability to the Harrison County Juvenile Detention Center. Dr. C. Reddix is the Chief Executive Officer of Health Assurance, L.L.C. Presently, Dr. C. Reddix is the Staff Physician at Hinds County Detention Center, Raymond, MS, the Director of Jackson Hinds Comprehensive Health Center, Women Health Services and

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

President of Reddix Medical Group. Dr. C. Reddix received his Medical Doctorate, in 1985 from Tufts University, School of Medicine, Boston, MA and his Master Public Health in 1984 from Harvard University, School of Public Health, Boston, MA.

HALLC's proposed Medical Director, Michael Reddix, MD (Dr. M. Reddix) is responsible for the oversight of the clinical aspects of its program, supervise individual physicians and nursing providers and deal directly with Harrison County Juvenile Detention Center on any clinical issues that may arise. Dr. M. Reddix is extremely familiar with this type of health care system as he worked as the Medical Director for Reddix Medical Group, Hinds County Detention Center, Raymond, MS, Mississippi Methodist Rehabilitation Home Health (1991-1997) and Bienville Medical Group, Inc. (1991-1997). Dr. M. Reddix received his Medical Doctorate in 1984 from Tufts University, School of Medicine, Boston, MA and his Master Public Health in 1984 from Harvard University School of Public Health, Boston, MA.

Monthly Review

HALLC shall provide monthly communication between the Harrison County Juvenile Detention Center and HALLC administration to identify health services operational concerns and share information. All meetings will follow an agenda and provide briefings from the previous meetings. Meetings held will be established on a mutually agreeable day and time. Statistical reports will be provided at each meetings. The report will include, but not be limited to: number of juvenile inmates receiving health services by category of care (i.e., operative procedure, medication utilization referral for outside procedures, etc.).

Annual Report

The annual report will provide a summary of health care statistics to HALLC administrative staff, the Sheriff of Harrison County and the Harrison County Board of Supervisors. The primary purpose of the report is to gather and report statistics of provided health care services to identify trends in health services usage. The following information on the report will include but not be limited to:

1. Clinical Visits
2. Segregation Visits
3. Mental Health Referrals
4. Dental Visits

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

5. Intake Screening
6. Community Visits-Referral
7. Chronic Care Clinics
8. Pharmacy
9. Ancillary Services
10. On-Site Specialty Visits

7. *To provide a comprehensive program for continuing staff education at the Harrison County Juvenile Detention Center.*

**In-Service Training**

HALLC will require that all health care staff participate in basic in depth orientation (minimum of 40 hours to full time health care providers) to the health services program. Documentation of all training will be maintained on site. All written policies and training program will be established, approved and implemented by HALLC in cooperation with Harrison County Juvenile Detention Center to include:

1. Written policies and defined procedures
  2. Mission of the Institution
  3. Relevant security policies and procedures
  4. Response to Center emergency situations
  5. Staff members functional position description (provided on request)
  6. Juvenile inmate-staff relationships
  7. Privacy requirement and confidentiality of information
  8. Infection control
  9. Transportation procedures for transferring juvenile inmates.
  10. Other pertinent issues
    - a. Signs and symptoms of an emergency
    - b. First Aid and CPR Training
    - c. Methods of obtaining emergency care
    - d. Signs and symptoms of mental illness
8. *To maintain a complete Quality Assurance system with accurate records of care and to collect and analyze health statistics on a regular basis.*

**Quality Assurance**

HALLC will implement a Quality Assurance Plan that will include, but not limited to, audit and medical chart review procedures which meet American Correctional Association standards. Our program will be monitored by the QA Committee chaired by our site Administrator, a representative from

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Harrison County Juvenile Detention Center, and any other person deemed appropriate by the parties concerned. The Quality Assurance Committee will review the total operation of the healthcare unit and off site services. Specifically HALLC'S Quality Assurance will include several attributes that are unique to correctional health care management.

1. Monitoring Standards of Care Compliance
2. Statistical Reviews
3. Outside Agent for Peer Review
4. Assessment for Documentation
  1. Understanding in the medical community if it is not written down then it is not done i.e. having consent form sign, allergies documented, instruct npo...
5. Monitoring of Medical Orders to Center Administration for Infection Control Protocol
  1. MRSA Control
  2. Restraint Monitoring (prevents liability issues)

Quality Assurance's report will be discussed in the quarterly administrative health service meeting. The Quality Assurance medical program will further include:

Regular committee meetings  
 Policy and procedure review committee meetings  
 Pharmacy committee meetings  
 Quarterly statistical management reporting  
 Healthcare staff meetings  
 Safety, sanitation and infection control meetings  
 Consist of regularly scheduled chart review  
 Include peer review by an outside agent

To provide communication between Harrison County Juvenile Detention Center staff and HALLC administration, meetings will be held quarterly. The agenda of the staff meeting will consist of announcements, old business, new business and adjournment. HALLC will make arrangements for meeting, assure minutes are prepared and sign in sheet is maintained documenting attendance, post meeting minutes prior to the next schedule meeting and maintain copies of all minutes. HALLC's medical director and health care staff will review the services being provided at each site monthly, which will include the quality of health records, treatment, adequacy of treatment plans initiated by staff, completeness and legibility of the medical records and administration of medications. Statistical reports will be provided at each meeting. The report will include, but not be limited to: number of juvenile inmates receiving health service by

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

category of care (i.e., operative, procedure, medication utilization, referral for outside procedures, etc.). The following components shall be specifically monitored by HALLC:

1. Adherence to policy and procedure manual
2. Medical Director responsibilities
3. Medication administration
4. Chronic diseases
5. Contagious diseases
6. Chart audits
7. Maintenance of equipment
8. Suicide prevention

HALLC promises an emphasis on cost-effective and cost-efficient delivery of quality healthcare services, and will demonstrate accountability through routine weekly, monthly and quarterly reporting of key indicators of the program. Additionally, we will conduct frequent executive meetings between the HALLC and Harrison County Juvenile Detention Center which further enhanced accountability and communication to ensure a collaborative and cooperative effort. HALLC will utilize a managed care model with an extensive utilization review program. The quality improvement initiative and the utilization management program are current to the health care industry at large, further tailored to your environment and are consistent with standards presently in use in Harrison County Juvenile Detention Center facilities, and other healthcare setting throughout the nation.

HALLC promises to implement an effective and efficient medical record compliance which is in compliance with ACA and NCCHS Standards and shall be an essential components in HALLC' healthcare program. HALLC promises the completeness, accuracy and accessibility of each juvenile inmate's medical record and shall comply with the Health Insurance Portability and Accountability Act (HIPAA).

Health Insurance Portability and Accountability Act (HIPAA)

HALLC shall comply with the Health Insurance Portability and Accountability rules which require specific methods of handling the protected health information of clients. HALLC shall assure compliance by:

- Developing specific policies and procedures regarding HIPAA requirements ensuring that all internal policies are in compliance with state and federal laws

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

- Determining the minimum necessary access to health information
- Providing training for current and future personnel on the aforementioned policies and procedures
- Providing notice of privacy practices to all inmates
- Obtaining HIPAA compliant agreements with all business associates
- Obtaining a sign authorization each time information is released per request

All activities and communications relating to inmate health care shall be maintained in a privileged and confidential manner. This includes minutes, monitoring and evaluation activities, complaints and other data. All information generated shall be marked privileged and confidential and will be handled with customary confidential practices. Medical records shall be maintained in the healthcare unit of the Center. Audits of medical records will be done on a regular basis by the management of HALLC. Medical records shall include but not be limited to the following information:

- Completed receiving screening form
- Health appraisal data forms
- Findings, diagnosis, treatment, dispositions
- Prescribe medications and administration
- Lab, x-ray and diagnostic reports
- Consent and refusal forms
- Release of information forms
- Place, date, and time of health encounters
- Problem list
- Dental record
- Mental health record

Security of Health Records

HALLC shall maintain the medical record separately from the inmate's confinement record. Policies and procedures controlling access to a juvenile inmate's medical record will be established with management of the Harrison County Juvenile Detention Center. Informed consent standards apply to all examinations, treatments, and procedures with the exception of emergency treatment where informed consent is implied, in situations with advanced directives, and the treatment of communicable diseases. HALLC'S medical health care managers will review all test results, lab reports, consultant's report prior to being filed in the medical record.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Upon treatment of the juvenile inmate, the medical record will be immediately filed. Policies and procedures regarding the transfer of medical record information will be written. Inactive records will be maintained in accordance with HIPPA, Mississippi law and HALLC policies and procedures. Should the courts serve HALLC with a proper court order, subpoena or request, and medical information is required, a designated official from the Harrison County Juvenile Detention Center will be notified immediately of the service and/or request. Records will be made available immediately upon approval by the Harrison County Board Attorney.

9. *To operate the health care program in a humane manner with respect to the inmate's right to basic health care services.*

Health Assurance, LLC shall operate the health care program at the Harrison County Juvenile Detention Center in a humane manner with respect to the inmate's right to medically necessary health care services.

**III.**  
**COSTS**

For and in consideration of the sum set forth below, HALLC agrees to provide medical care and services set forth in this Contract to inmates as follows:

<u>Number of Inmates</u>	<u>Price</u>
Below 26	\$ 7,800 per month
26-39	\$ 8,970 per month
40-55	\$10,316 per month

**WITH THE EXCEPTION:**

The financial liability of HALLC for the medications for inmates with HCV, HIV, and AIDS, and transplant recipients under the terms of this contract shall be limited to a total of \$100,000 annually. Should the standard of care require pharmacy costs in excess of \$100,000 annually, Harrison County will maintain financial responsibility for all pharmacy costs exceeding \$100,000 annually.

**IV.**  
**RELATIONSHIP OF THE PARTIES**

- (a) It is expressly acknowledged by the parties hereto that no relationship of employer and employee or of principal and agent is created by this Agreement between Harrison

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

County and HALLC, or between Harrison County and any agent, representative or person employed by HALLC. It is understood and agreed that HALLC, its physicians, psychiatrists, nurses and all employees or agents are at all times acting and performing as an independent contractor. It is further understood and agreed that in the performance of his or her work and duties, each nurse, or physician, psychiatrist and other medical care provider is at all times acting and performing as an employee or subcontractor of HALLC. The county shall not have or exercise any control or direction or any right of control or direction over the methods by which HALLC shall perform its work and functions. The sole interest of Harrison County is to ensure that the Services shall be performed and rendered in a competent, efficient, timely, cost effective, professional, legal and satisfactory manner. Any complaints or suggestions regarding performance of duties by (i) HALLC employees at the Juvenile Detention Center should be made by County personnel to supervisors at HALLC, not to the employees of HALLC performing direct duties hereunder, or (ii) the Juvenile Detention employees, shall be made by HALLC supervisors to the Sheriff, not to the employees of the Juvenile Detention Center.

- (b) No person employed by HALLC performing services pursuant to this Agreement shall have any claim whatsoever under this Agreement or otherwise, against Harrison County for salary or wages, vacation pay, sick leave, retirement benefits, life insurance benefits, Social Security, worker's compensation, disability, unemployment benefits, or any other employee or fringe benefits or any kind. HALLC shall maintain Worker's Compensation insurance for all of its employees, agents and other persons performing any services pursuant to this Agreement. HALLC shall be fully responsible for any and all compensation and other employee or fringe benefits due each person employed by HALLC for services rendered by each person under this Agreement, and HALLC shall indemnify and hold the County harmless from any claim for any such person for benefits or compensation, direct or indirect, arising out of the services performed by any person under this Agreement, and from any and all claims for any taxing entity for payment of any employment tax or withholding (including but not limited to FICA taxes (Social Security), income tax withholding on wages and unemployment insurance taxes, and interest and penalties thereon) payable with respect to such compensation. In the event that the

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Internal Revenue Service or any other governmental agency or any person should question or challenge the independent contractor status of HALLC, both parties hereto shall have the right to participate in any discussion, negotiation or litigation with such agency or persons over such question or challenge.

**V.**  
**SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of any successor to the parties hereto, and such successor shall be deemed substituted for the appropriate party, under the terms of this Agreement. As used in this Agreement, the term "successor" shall include any persons, firm, employer or other business entity which at any time, whether by merger, purchase or otherwise, acquires all or substantially all the assets of the business of such party.

**VI.**  
**COMPLIANCE WITH LAWS**

The parties hereto hereby expressly acknowledge that it has been and continues to be their intent to comply fully with all federal, state and local laws, rules, and regulations. In the event of any legislative or regulatory change or determination, whether federal or state, that has or would have a significant adverse impact on either party hereto in connection with the performance of its obligations, or should either party be deemed for any reason in violation of any statute or regulation arising from this Agreement, this Agreement shall be negotiated to comply with the then current law.

**VII.**  
**TERM**

This Agreement shall have a term of two (2) years and one (1) month, retroactive as of December 17, 2005, and ending December 31, 2007. This Agreement may be renewed for additional terms upon mutual accord of the parties, a Resolution by the Harrison County Board of Supervisors, and by written, executed renewals mutually acceptable to the parties.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

**VIII.**  
**TERMINATION**

This Agreement may be terminated in accordance with the following provisions:

- (a) Upon ninety (90) days written notice by either party to the other party at any time with or without cause.

**IX.**  
**INSURANCE**

- (a) Liability Insurance

HALLC covenants to furnish, and it is understood and agreed that HALLC shall procure at its own expense, and maintain in force throughout the entire term of this Agreement, including any renewal terms, General Liability, Professional Liability, and Medical Malpractice Insurance in the amount of \$1 million per occurrence, and \$3 million aggregate, insuring all claims that may arise out of the course and scope of this Agreement. Harrison County, Mississippi, the Sheriff of Harrison County, Mississippi, and all employees of Harrison County and elected officials of Harrison County, including but not limited to all persons under the supervision or control of the Sheriff of Harrison County, shall be additional named insureds on the aforementioned Liability Insurance Policy. As between Harrison County's Liability Insurance coverage and HALLC's Liability Insurance coverage, HALLC's Liability Insurance Policy shall be primary; and Harrison County's Liability Insurance Policy shall be excess. HALLC shall furnish the Sheriff of Harrison County with original certificates of its insurance policy obtained in compliance with this Section. The Harrison County Administrator shall be furnished with a copy of said policy. Such certificate shall be furnished on or before the commencement of HALLC's operations pursuant to this Agreement. HALLC shall require its insurance carrier to notify, in writing, the Harrison County Administrator of any changes, endorsements, amendments or cancellations of such insurance policies at least ten (10) days prior to the effective date of such change. All HALLC's insurance policies shall be written by an insurance company or companies authorized by the Commissioner of Insurance of the State of Mississippi to do business in the State of Mississippi.

HALLC herein promises and covenants to pay on demand any deductible amount or self insured risk required by said insurance company and/or any insurance policy of Harrison County which may be utilized by any person, company or other entity on any claim made against Harrison County, or the Sheriff of Harrison County as a

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

result of any service from or related to this Agreement. Should HALLC's insurance carrier withdraw coverage or become insolvent, all claims, litigation costs, attorney fees and any judgment or settlement money will be paid by HALLC.

**X.**  
**INDEMNITY**

HALLC agrees to indemnify and save harmless Harrison County, and its Sheriff, respective supervisors, agents, officers, employees, and directors from and against any and all liability, loss, damages, interest, judgments and liens growing out of any and all costs and expenses (including, but not limited to, reasonable attorney fees and disbursements) arising out of or incurred in connection with any and all claims, demands, suits, actions or proceedings, which may be brought against Harrison County by reason of, or as the result of:

- a. Acts or omissions of HALLC, its agents, servants, or employees related in any way to or while in the performance of this Agreement.
- b. Any act or omission, conduct or misconduct, of HALLC; its agents, servants or employees not included in the paragraph above and for which the County, its agents, servants, or employees are alleged to be liable.

**XI.**  
**AUDIT**

Harrison County reserves the right, at its own cost and expense, to audit HALLC's books and records at any time for the purpose of verifying compliance with this Agreement. For the purposes of conducting such an audit, HALLC, shall make its books, documents and records available to Harrison County upon thirty (30) days prior written notice. If HALLC carries out any of the duties of this Agreement through a subcontractor, having a value of cost of Ten Thousand Dollars (\$10,000) or more, over a twelve (12) month period, HALLC shall require such subcontractor to make its books, documents and records available for audit by Harrison County.

**XII.**  
**COMPLIANCE WITH LAWS**

HALLC shall comply with all laws and rules and regulations of the United States of America and the State of Mississippi, applicable to HALLC's responsibilities under the terms and conditions of this Contract. Such compliance shall include but not be limited to the

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

maintaining and providing of any records required by any federal or state agency.

**XIII.**  
**GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Mississippi.

**XIV.**  
**NOTICES**

- (a) Notices to HALLC shall be sufficient if sent by Certified Mail, Return Receipt Requested, Postage Pre-Paid, addressed to:

Dr. Carl M. Reddix, CEO  
P. O. Box 14212  
Jackson, MS 39236

- (b) Notices to Harrison County shall be sufficient if sent by Certified Mail, Return Receipt Requested, Postage Pre-Paid, addressed to:

Pam Ulrich  
Harrison County Administrator  
P. O. Drawer CC  
Gulfport, MS 39502

**XV.**  
**SEVERABILITY**

In the event any term or provision of this Agreement is found to be unenforceable or void, in whole or in part, as drafted, then the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law, and the balance of this Agreement shall remain in full force and effect.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

IN WITNESS WHEREOF, the parties have executed this Agreement on the date stated herein.

\_\_\_\_\_  
CONNIE ROCKCO, PRESIDENT  
HARRISON COUNTY BOARD  
OF SUPERVISORS

HEALTH ASSURANCE, LLC

BY: \_\_\_\_\_  
CARL M. REDDIX, M.D., CEO

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Sheriff of Harrison County,  
Mississippi

**M I N U T E S**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

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

**ORDER APPROVING CONSENT AGREEMENT WITH BECK DISASTER RECOVERY, INC. A WASHINGTON CORPORATION, FOR PROFESSIONAL SERVICES AS OUTLINED IN LETTER OF AGREEMENT DATED 9/12/2005 WITH R. W. BECK, INC. UNDER ORANGE COUNTY, FLORIDA CONTRACT # Y5-1000B - DEBRIS REMOVAL MONITORING SERVICES AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE SAME**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE consent agreement with Beck Disaster Recovery, Inc. a Washington corporation, for professional services as outlined in letter of agreement dated 9/12/2005 with R. W. Beck, Inc. under Orange County, Florida contract # Y5-1000B - Debris removal monitoring services and the Board does HEREBY AUTHORIZE the Board President to execute same, said agreement being as follows:



January 16, 2006

Harrison County  
 Board of Supervisors District 1  
 1801 23rd Avenue  
 Gulfport, MS 39501

Subject: Letter Agreement Dated 9/12/05 Under Orange County Florida  
 Contract #Y5-1000B - Debris Removal Monitoring Services

Dear Harrison County,

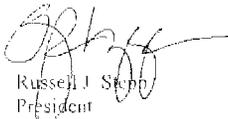
In order to streamline the firm's operations and provide flexibility within our structure, R. W. Beck recently decided to incorporate a subsidiary corporation for purposes of providing disaster recovery services to our clients. This allows us to develop a business model and to track and manage contracts and personnel in this specific area while continuing to provide the quality service you have come to expect. The contracting entity will be Beck Disaster Recovery, Inc., a Washington corporation.

We ask that all clients sign the enclosed Consent to Assignment and return it to our Legal Department in the enclosed self-addressed, stamped envelope. We apologize if you already have consented to the assignment under a recent Professional Services Agreement. If your counsel or contracts administrator have any questions, please call Patty Corbin or Lin Ross directly at 206.695.4700.

Thank you in advance for your cooperation. I would also like to take a moment to express our appreciation for the opportunity to be of continuing service and reiterate our commitment to your success.

Sincerely,

R. W. BECK, INC.

  
 Russell J. Stepp  
 President

Enclosure

c: Patricia K. Corbin  
 Lin Ross  
 Jonathan Burgiel

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

**CONSENT TO ASSIGNMENT**

The undersigned, the Client under that certain professional agreement (the "Agreement") between the undersigned and R. W. Beck, Inc. a Washington corporation ("R. W. Beck"), hereby consents to the assignment of all of the interests, assets, obligations and liabilities of R. W. Beck under the Agreement to Beck Disaster Recovery, Inc., a Washington corporation ("BDR") effective: \_\_\_\_\_, 200\_\_\_\_\_.

Harrison County

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing Order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

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

**ORDER APPROVING AGREEMENT BY AND BETWEEN HARRISON COUNTY AND THE HUMANE SOCIETY OF SOUTH MISSISSIPPI FOR FY 2005-2006 AT A RATE OF \$9,182.19 PER MONTH, AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE SAME**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE agreement by and between Harrison County and the Humane Society of South Mississippi for FY 2005-2006 at a rate of \$9,182.19 per month, revised figure of amended budget, and the Board does HEREBY AUTHORIZE the Board President to execute same, said agreement being as follows:

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

**AGREEMENT**

This Agreement is this day made and entered into by and between the undersigned, the COUNTY OF HARRISON, MISSISSIPPI, a municipal corporation, and the HUMANE SOCIETY OF SOUTH MISSISSIPPI, Mississippi non-profit corporation, which do hereby mutually agree as follows:

1. Animal Shelter Services. In furtherance of animal control in the County of Harrison, Mississippi, the Humane Society of South Mississippi, Inc. agrees to accept animals properly delivered by the animal control officers of the County of Harrison, Mississippi at its shelter located at 13756 Washington Avenue, Gulfport, Mississippi, 39503, as provided in this Agreement. In accordance with the Mississippi State Animal Welfare Laws, the Humane Society of South Mississippi, Inc. agrees to hold these animals and provide them with shelter, care, food, and water.

At the conclusion of the herein described holding period, the Humane Society of South Mississippi, Inc. further agrees to provide adoption services for said animals, and if necessary, at the sole discretion of the Humane Society of South Mississippi, Inc., to provide humane euthanasia service and sanitary disposal of remains as needed in accordance with the Mississippi State Animal Welfare Laws.

2. Delivery of Animals. The County of Harrison, Mississippi agrees to deliver animals to the Humane Society of South Mississippi, Inc. in such a manner that its animal control officers physically transport to the shelter located at 13756 Washington Avenue, Gulfport, Mississippi, 39503, and further place said animals into cages, pens, or other containment areas as directed by the shelter staff of the Humane Society of South Mississippi, Inc. The County of Harrison, Mississippi further agrees that its animal control officers shall assist and otherwise cooperate to the fullest extent with the shelter staff of the Humane Society of South Mississippi, Inc. during these deliveries so as to facilitate the transfer of said animals.

*'9,182.19  
in Harrison County  
mended  
Budget  
FY 05/06  
LJB*

3. Payment. As compensation for such services, the sum of ~~Twelve Thousand Seven Hundred and Nine Dollars and 32/100~~ payable by the first of each month during the term of this Agreement, commencing October 1, 2005, of which amount ~~One Thousand Dollars~~ per month will be for spay/neuter. Payments shall be delivered to 13756 Washington Avenue, Gulfport, Mississippi, 39503 by hand or by mail, first class, postage prepaid. Any dispute between the parties as to payment due shall be resolved by arbitration

*nine thousand one hundred  
thirty two  
dollars +  
19/100  
LJB*

4. Term. The term of this Agreement is for one (1) year, commencing October 1, 2005 and continuing until September 30, 2006 provided however, The County of

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

(180) days written notice to the Humane Society of South Mississippi, Inc. at 13756 Washington Avenue, Gulfport, Mississippi, 39503, and that the Humane Society of South Mississippi, Inc. also reserves the right to terminate this Agreement upon one hundred and eighty (180) days written notice to the County of Harrison, Mississippi.

5. Bite Animals. The Humane Society of South Mississippi, Inc. agrees to accept from the animal control officers of The County of Harrison, Mississippi those animals alleged to have bitten a person, as provided in this Agreement. For every such animal delivered, The County of Harrison, Mississippi agrees to deliver to the Humane Society of South Mississippi, Inc. at 13756 Washington Avenue, Gulfport, Mississippi, 39503 a police report sustaining the bite incident within forty-eight (48) hours of delivery of the animal. The Humane Society of South Mississippi, Inc. will hold said animals for a period of not more than 10 days after which time the bite case shall have been resolved or the impounding animal control agency shall take charge of the care of the animal. Furthermore, the Humane Society will accept for care a maximum of 25 bite or court case animals at one time from all entities served. Once the maximum number of bite or court case animals is achieved no further bite or court case animals will be accepted for care from any entity served. Disposition of unclaimed animals after the requisite holding period is left to the sole discretion of the Humane Society of South Mississippi, Inc.

The Humane Society of South Mississippi, Inc. and The County of Harrison, Mississippi mutually agree that medical evaluation of said animals is not the responsibility of the Humane Society of South Mississippi, Inc. but at its discretion the Humane Society of South Mississippi may render necessary medical treatment as prescribed by a licensed veterinarian to an animal to relieve pain and/or extreme discomfort and the charges for such treatment shall be paid by the County of Harrison.

The County of Harrison, Mississippi further agrees to indemnify the Humane Society of South Mississippi, Inc. and its agents, volunteers, employees, Board of Directors, officers, successors and assigns from any responsibility or liability resulting from the physical condition and/or actions of said animals, both during the holding period and after their release, if any.

If the animal is surrendered by the owner, the County of Harrison shall be responsible for an amount equal to the costs of a ten (10) day quarantine and necessary medical treatments. If the animal is returned to the owner, then the owner shall be responsible for the costs incurred for the ten (10) day quarantine and necessary medical treatments. The cost for a ten (10) day bite case quarantine is ten dollars and no/100 (\$10.00) per day. Refer to Section 3 regarding payment.

6. Court Animals. Those animals that are ordered held, and are seized will be accepted by the Humane Society of South Mississippi, Inc. from the animal control officers of the County of Harrison, Mississippi as provided in this Agreement. For every such animal delivered, the County of Harrison, Mississippi agrees to deliver to the Humane Society of South Mississippi, Inc. at 13756 Washington Avenue, Gulfport, Mississippi, 39503 within forty-eight (48) hours of delivery of the animal the pertinent court documentation evidencing

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

the court's intent to hold, seize or otherwise retain said animal. If such documentation is not forthcoming within forty-eight (48) hours of delivery of the animal, disposition of the animals is left to the sole discretion of the Humane Society of South Mississippi, Inc.

The Humane Society of South Mississippi, Inc. will hold said animals for a period of not more than 40 days after which time the court case shall have been resolved or the impounding animal control agency shall take charge of the care of the animal. Furthermore, the Humane Society will accept for care a maximum of 25 bite or court case animals at one time from all entities served. Once the maximum number of bite or court case animals is achieved no further animals will be accepted for care from any entity served.

The County of Harrison, Mississippi will pay to the Humane Society of South Mississippi, Inc. the additional sum of ten dollars and no/100 (\$10.00) per day that the animals are held at the shelter. Bills for said additional amounts will be submitted monthly by the Humane Society of South Mississippi, Inc. and any amounts due and owing shall be paid to the Humane Society of South Mississippi, Inc. at 13756 Washington Avenue, Gulfport, Mississippi, 39503 within fifteen (15) days of receipt. Any attempts at reimbursement for said additional amounts from any party found responsible therefore as a result of court action shall be the sole responsibility of the County of Harrison, Mississippi, and not the Humane Society of South Mississippi, Inc.

The Humane Society of South Mississippi, Inc. and the County of Harrison, Mississippi mutually agree that medical evaluation of said animals is not the responsibility of the Humane Society of South Mississippi, Inc. but at its discretion the Humane Society of South Mississippi may render necessary medical treatment as prescribed by a licensed veterinarian to an animal to relieve pain and/or extreme discomfort and the charges shall be paid by the County of Harrison.

The County of Harrison, Mississippi further agrees to indemnify the Humane Society of South Mississippi, Inc. and its agents, volunteers, employees, Board of Directors, officer, successors and assigns from any responsibility for or liability resulting from the physical condition and/or actions of said animals, both during the holding period and after their release, if any. Any indemnification from the County of Harrison, Mississippi in favor of the Humane Society of South Mississippi, Inc. under this contract shall not exceed the County's authority permitted by law.

IN WITNESS WHEREOF, The parties have respectively caused this Agreement to be executed by their undersigned duly authorized representatives, this the \_\_\_\_ day of \_\_\_\_\_, 2005.

ATTEST

COUNTY OF HARRISON, Mississippi

ATTEST

HUMANE SOCIETY OF SOUTH MISSISSIPPI

*[Handwritten Signature]*

*[Handwritten Signature]*  
Executive Director

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing Order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER APPROVING MEMORANDUM OF AGREEMENT  
MODIFICATION NO. 4 BETWEEN THE MISSISSIPPI STATE  
UNIVERSITY AND THE HARRISON COUNTY BOARD OF  
SUPERVISORS APPROVING PAYMENT TO MISSISSIPPI STATE  
UNIVERSITY IN THE AMOUNT OF \$56,590.00 FOR YEAR 5**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE memorandum of agreement modification No. 4 between the Mississippi State University and the Harrison County Board of Supervisors approving payment to Mississippi State University in the amount of \$56,590.00 for Year 5. Funded with Title III money, said agreement being as follows:

MEMORANDUM OF AGREEMENT  
MODIFICATION No. 4  
Between  
Mississippi State University  
(hereinafter, "MSU")  
and  
Harrison County Board of Supervisors  
Under MSU No. 080100-340166

WHEREAS, MSU and Harrison County Board of Supervisors entered into an agreement with an effective date of January 1, 2002.

WHEREAS, Year 5 will have a different scope of work and budget, and a new project leader has been assigned,

NOW THEREFORE: Both parties agree to amend the contract as follows:

**SECTION, Compensation:** The County agrees to compensate MSU, for the performance of work selected and described in Attachment A, a fixed price amount of \$56,590.00 during Year 5 of this contract. The fixed costs are described in Attachment B.

Upon receipt of a fully executed modification, MSU shall submit one invoice to the County in the amount of \$56,590.00.

IN WITNESS WHEREOF: The other terms and conditions of the original memorandum of agreement remain in full force and effect.

MISSISSIPPI STATE UNIVERSITY

  
Signed \_\_\_\_\_ Date \_\_\_\_\_

Marc McGee, Director of Sponsored Programs  
Name and Title

HARRISON COUNTY BOARD OF  
SUPERVISORS

Signed \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Name and Title

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Attachment A 2006

The MSU Extension Service will perform the following tasks in Harrison County:

1. Needs assessment and program planning.
2. Conduct one workshop per year for forest landowners.
3. Conduct one field day for forest landowners.
4. Develop a County Forest Resources publication.
5. Provide academic credit scholarship per year for one school teacher from the county to participate in the Mississippi Forestry Associations annual Teacher Conservation Workshop.
6. Provide one Home Learning Packet for forest landowners.
7. Construct one Environmental Discovery Lab in Harrison County.
8. Provide recognition for Outstanding Harrison County Tree Farmer of the Year.
9. Provide recognition for Outstanding Harrison County Logger of the Year.
10. Provide award for Friend of Forestry in Harrison County.
11. Provide scholarships for eight youth from the county to participate in the Youth Conservation Camp.
12. Provide consultation, "trouble-shooting", and field site visits for one-on one forest landowner education.
13. Purchase equipment and supplies for use by county extension personnel in forestry educational programs.
14. Advertise, publicize, and promote all educational programs proposed in this project to all forest landowners and other appropriate audiences in the county.
15. Use appropriate means to provide recognition of the county Board of Supervisors for sponsorship of activities associated with this project.
16. Provide an annual report of project activities to Board members.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Attachment B  
Fixed Costs  
Enhanced Forestry Education Program  
Harrison County 2006

<u>Activity</u>	<u>Each</u>	<u>#</u>	<u>Total</u>
1 Local Needs Assessment and Planning	\$3,750	1	\$3,750
2 Workshop	\$2,450	1	\$2,450
3 Field Day	\$4,250	1	\$4,250
4 Publication	\$3,550	1	\$3,550
5 Teacher Conservation Workshop Scholarship	\$850	1	\$850
6 Home Learning Packet	\$4,928	1	\$4,928
7 Environmental Discovery Laboratory	\$18,700	1	\$18,700
8 County Tree Farmer Recognition	\$3,250	1	\$3,250
9 County Logger Recognition	\$3,250	1	\$3,250
10 Friend of Forestry Award	\$1,550	1	\$1,550
11 Youth Conservation Camp Scholarships	\$900	8	\$7,200
12 Consultation, One-on-One Education	\$300	3	\$900
13 Equipment/Commodities to Support County Programs	\$1,962	NA	\$1,962
14 Publicity and Promotion	\$0	NA	\$0
15 Recognition of Board for Program Sponsorship	\$0	NA	\$0
16 Annual Report to Board	\$0	1	\$0
TOTAL			\$56,590

**M I N U T E S**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER AUTHORIZING THE TRANSFER OF ADDITIONAL STATE AID  
FUNDS IN THE AMOUNT OF \$585,500.00 TO COMPLETE  
MAINTENANCE OVERLAY PROJECT SAP-24 (4)M**

WHEREAS, the project fund originally established for the above project by the Board of Supervisors of Harrison County has been determined to be insufficient to cover the cost of the work.

NOW THEREFORE, it is ordered by the Board of Supervisors of Harrison County that the State Aid Engineer be and he is hereby authorized to transfer the sum of \$585,500.00 from Harrison County's State Aid Fund to the Project Fund and earmarked for the above project.

IT IS FURTHER ORDERED that the Clerk of this Board send the State Aid Engineer a certified copy of this order.

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

MINUTES  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
FEBRUARY 2006 TERM

---

This Page  
Left Blank  
Intentionally

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER APPOINTING LILLIAN JENKINS AS A MEMBER OF THE  
HARRISON COUNTY UNMET NEEDS TASK FORCE, REPRESENTING  
SUPERVISOR'S VOTING DISTRICT 4**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPOINT Lillian Jenkins as a member of the Harrison County Unmet Needs Task Force, representing Supervisor's Voting District 4.

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

(SUPERVISOR ELEUTERIUS WAS OUT ON VOTE)

Supervisor Larry Benfield moved the adoption of the following Order:

AN ORDER OF THE HARRISON COUNTY BOARD OF SUPERVISORS AUTHORIZING THE CREMATION AND/OR BURIAL OF JOSE PEREZ, WHO DIED AT 4816 28<sup>TH</sup> STREET, GULFPORT, MISSISSIPPI, AND WHOSE BODY HAS REMAINED UNCLAIMED SINCE THE DATE OF HIS DEATH, WHICH OCCURRED ON OR ABOUT DECEMBER 21, 2005, AND FOR RELATED PURPOSES.

WHEREAS, the Harrison County Coroner has advised the Harrison County Board of Supervisors that Jose Perez, born September 27, 1950, Social Security Number 091-42-8217, died on or about December 21, 2005, at 4816 28<sup>th</sup> Street, Gulfport, Mississippi; and

WHEREAS, the last known address of the decedent was 4816 28<sup>th</sup> Street, Gulfport, Mississippi; and

WHEREAS, the Coroner has advised the Board, that upon diligent search and inquiry, he has been unable to locate any relatives of decedent to claim the body, and has requested authority from the Board to cremate and/or bury the unclaimed body; and

WHEREAS, the Board finds that this request should be granted.

NOW THEREFORE, BE IT ORDERED,

SECTION I. The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION II: The Board finds that Jose Perez, born September 27, 1950, Social Security Number 091-42-8217, died on or about December 21, 2005, at 4816 28<sup>th</sup> Street, Gulfport, Mississippi.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

SECTION III: That the last known residence address of the decedent, was 4816 28<sup>th</sup> Street, Gulfport, Mississippi.

SECTION IV: That upon diligent search and inquiry by the Harrison County Coroner, no relatives of decedent have been found and (his/her) body has therefore remained unclaimed.

SECTION V: Pursuant to Miss. Code Ann., § 41-39-5, et. seq. (19/2), the Board of Supervisors has the right and responsibility to bury unclaimed bodies held by a funeral home, such as Riemann Funeral Home in Gulfport, Mississippi, which has not been claimed for burial or cremation within forty-eight (48) hours of death.

SECTION VI: The Board further finds that reasonable efforts were made to notify decedent's family, or other known interested parties, and that the body has remained unclaimed, despite such efforts.

SECTION VII: The Board does hereby authorize Riemann Funeral Home in Gulfport, Mississippi to cremate and/or bury the remains of Jose Perez, and to render its statement to the County for such services.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Supervisor Marlin Ladner seconded the Motion to adopt the above and foregoing Order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEDIERTUS	voted	(OUT ON VOTE)
Supervisor MARLIN LADNER	voted	<u>AYE</u>
Supervisor LARRY BENEFIELD	voted	<u>AYE</u>
Supervisor CONNIE ROCKCO	voted	<u>AYE</u>
Supervisor WILLIAM MARTIN	voted	<u>AYE</u>

The majority of the members present having voted in the affirmative, the Motion was declared carried, and the Order adopted on this the 6th day of February, 2006.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

(SUPERVISOR ELEUTERIUS WAS OUT ON VOTE)

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

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

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

- 1) February 9, 2006 - 11:00 a.m. - Hurricane Katrina sand beach concrete removal.
- 2) February 23, 2006 - 10:00 a.m. - Scoreboards for various parks within Harrison

County.

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

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

The Motion having received the affirmative vote from the majority of the Supervisors present, the motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

**(SUPERVISOR ELEUTERIUS WAS OUT ON VOTE)**

Supervisor **LARRY BENEFIELD** 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, as listed:

- 1) Mike McMillan, Fairgrounds Director, to travel in county vehicle to Pensacola, Florida to attend the Winter Classic, February 17 and 18, 2006, at NO cost to the County.
- 2) Tommy Esposito, Election Commissioner, to attend Diebold Election Systems presentation, February 9, 2006, in Hattiesburg, Mississippi at an estimated cost of \$70.00 per diem, plus meals and travel.
- 3) Raymond Cuevas, Director, Scott Necaise, Mechanic/Chemical Formulator, Wayne Heard and David Myers to attend the Mississippi Mosquito and Vector Control Association workshops and recertification in Starkville, Mississippi March 22 and 23, 2006 at an estimated total cost using county vehicle of \$320.00.

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	(OUT ON VOTE)
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

There came on for consideration by the Board the matter of a request for the Board to provide street lighting by installing street lights, as listed, in Supervisor's Voting District 2, whereupon Supervisor **LARRY BENEFIELD** moved adoption of the following:

**ORDER APPROVING INSTALLATION OF STREET LIGHTS LOCATED IN  
SUPERVISOR'S VOTING DISTRICT 2, AS LISTED**

WHEREAS, the Board of Supervisors of Harrison County, Mississippi hereby find that the Board shall authorize and direct installation of street lights as follows:

- 1) Intersection of Wild Turkey and Mallard Drive
- 2) 18355 Mallard Drive

all in Supervisor's Voting District 2 in Harrison County, Mississippi.

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 Supervisor's Voting District 2.

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER APPROVING PAYMENT OF \$38,294.66 TO THE MISS.  
PUBLIC ENTITY WORKER'S COMPENSATION TRUST FUND FOR  
JANUARY 2006 CLAIMS**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY approve payment of \$38,294.66 to the Miss. Public Entity Worker's Compensation Trust fund for January 2006 claims.

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER APPROVING PAYMENT OF HURRICANE KATRINA RELATED  
CLAIMS, AS LISTED**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payment of Hurricane Katrina related claims, as listed:

- 1) \$10,581.33 to Bradford-O'Keefe Funeral Homes, Inc. for rental of refer and fuel, payable from 170-364-581.
- 2) \$91,596.74 to TCB Construction Co., Inc. for invoice #0510-1-17 being \$101,774.16 less retainage of \$10,177.42, as recommended by R.W. Beck, payable from 170-363-581.

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

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

**ORDER PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY  
CAUSED BY HURRICANE KATRINA AS OF 9:30 A.M., FEBRUARY 6,  
2006**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY PROCLAIM the existence of a local emergency caused by Hurricane Katrina as of 9:30 a.m., February 6, 2006, said Resolution being as follows:

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY  
(Harrison County Board of Supervisors)

WHEREAS, Harrison County Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said County, caused by Hurricane Katrina commencing on or about 9:30 a.m. on the 6th day of February, 2006 and

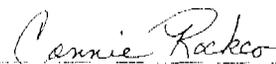
WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

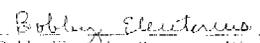
NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said County, and shall be reviewed every seven (7) days until such local emergency is no longer in effect and proclaimed terminated by the Board of Supervisors, County of Harrison, State of Mississippi.

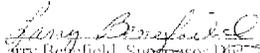
IT IS FURTHER PROCLAIMED AND ORDERED that all County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the County Emergency Operations Plan.

DATE: 2/06/2006

ATTEST:   
Clerk for Board of Supervisors

  
Connie Rockco, President of Board of Supervisors

  
Bobby Fleuterius, Supervisor Dist. 1

  
Larry Benefield, Supervisor Dist. 2

  
Martin J. Adair, Supervisor Dist. 3

  
William Martin, Supervisor Dist. 4

Harrison  
County, State of MS.

**M I N U T E S**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing Order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER APPROVING PAYROLL FOR FEBRUARY 2006**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE payroll for February 2006.

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

Supervisor <b>BOBBY ELEUTERIUS</b> voted	AYE
Supervisor <b>LARRY BENEFIELD</b> voted	AYE
Supervisor <b>MARLIN LADNER</b> voted	AYE
Supervisor <b>WILLIAM W. MARTIN</b> voted	AYE
Supervisor <b>CONNIE M. ROCKCO</b> voted	AYE

The Motion having received the affirmative vote from the majority of the Supervisors present, the motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER AUTHORIZING ADVERTISEMENT FOR BIDS FOR LABOR AND  
MATERIAL TO INSTALL LIGHT POLES, FIXTURES AND LIGHTING AT  
VARIOUS COUNTY PARKS**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE advertisement for bids for labor and material to install light poles, fixtures and lighting at various county parks.

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing Order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

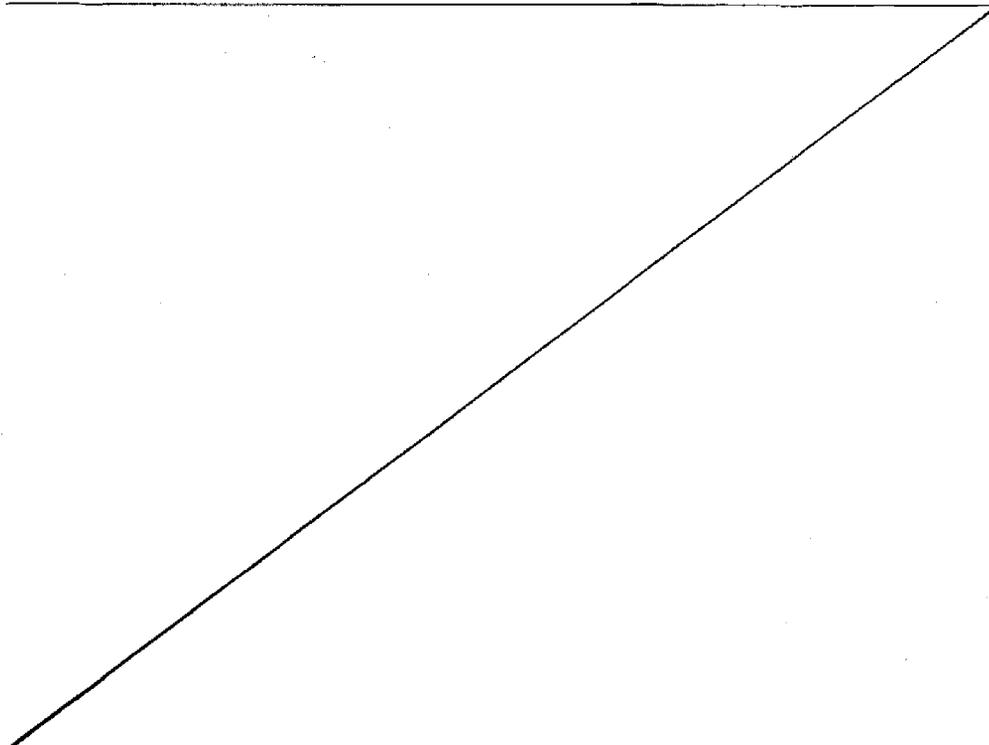
**ORDER ACCEPTING THE LOW PROPOSAL OF BEB ENTERPRISES, INC., OPTION 2, FOR THE REMOVAL AND DISPOSAL OF HURRICANE KATRINA RAZOR WIRE IN THE TOTAL AMOUNT OF \$250,000.00 AS RECOMMENDED BY THE COUNTY ENGINEER, AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE CONTRACT AFTER REVIEW BY THE BOARD**

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

1. That this Board, at a meeting heretofore held on the 23rd day of January 2006, adopted an Order authorizing and directing the Clerk of the Board to cause publication to be made of Request for Proposals for the removal and disposal of Hurricane Katrina razor wire.

2. That as directed in the aforesaid Order, said Request for Proposals was published in The Sun Herald newspaper, a newspaper in Harrison County, Mississippi for more than one year next immediately preceding the date of said Order directing publication of said Request, and that the Publishers 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 January 26, 2006.

3. That publication of said request has been made once on January 26, 2006, which was at least seven working days prior to February 3, 2006, the day fixed for receiving said proposals in the Order identified in paragraph one thereof, said Proof of Publication being in the following form , words, and figures, to-wit:



MINUTES  
BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
FEBRUARY 2006 TERM

PROOF OF PUBLICATION

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Carmen Osburn 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 Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 1 times in the following numbers and on the following dates of such paper, viz:

- Vol. 122 No. 115 dated 26 day of Jan, 2006
- Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_
- Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_
- Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_
- Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_
- Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_
- Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Carmen Osburn  
Clerk

Sworn to and subscribed before me this 26 day of January, A.D., 2006

Commission Expires on October 15, 2007  
Karen Shook

REQUEST FOR PROPOSALS  
The Harrison County Board of Supervisors, Gulfport, Mississippi, will receive proposals for:  
1. HURRICANE KATRINA HAZARD WIRE REMOVAL at GULFPORT, MISSISSIPPI, of the BOARD MEETING ROOM, FIRST JUDICIAL COURTHOUSE, GULFPORT, MISSISSIPPI, until 2:00 o'clock P.M. FRIDAY, FEBRUARY 3, 2006, and then at said office publicly opened and read aloud.  
Proposals will be received for work required by the Contract Documents in accordance with the Request for Proposals.  
Copies may be viewed at the office of the County Engineer, 15309-C Community Road, Gulfport, MS.  
Contract Documents are on file at the office of the County Engineer at 15309-C Community Road, Gulfport, Mississippi.  
The Owner reserves the right to reject any or all proposals or to waive any informality in the process.  
Each bidder must deposit with his bid, security in the amount of \_\_\_\_\_, and subject to the terms and conditions provided in the Instructions to Bidders.  
Bids may be held by the Owner for a period not to exceed thirty (30) days from the date of submission for the purpose of reviewing the bids and negotiating.  
The qualifications of bidders, prior to awarding the Contract.  
By Order of the Board of Supervisors, adopted the 23rd day of January 2006.  
By John McKeane, Secretary  
Clerk  
Ex-officio Clerk of the Board of Supervisors  
Harrison County, Mississippi  
(SEAL)  
F-18 ad 2/3 1x 2/10/06

4. That the proposals were received at the time and place and in the manner provided in said Request for Proposals. The following proposals were received:

HURRICANE KATRINA RAZOR WIRE REMOVAL

Bids Opened February 3, 2006 @ 2:00 P.M.

CONTRACTOR	CERTIFICATE OF RESPONSIBILITY NUMBER	BID BOND	TOTAL BID OPTION 1		TOTAL BID OPTION 2
			GATHER	DISPOSAL	
SMITH ENTERPRISES	N/A	NO			
T W CONSTRUCTION	N/A	NO			
SALVAGE NINETONE	N/A	NO			
CRC CONSTRUCTION	N/A	NO			
NEILASE BROTHERS	5604	5%	\$65 <sup>00</sup> PER	\$1.50 FT	\$270,000.00
HORIZON GROUP	N/A	NO			
ALBRITTON FENCE	N/A	NO			
HCC INC.	N/A	NO			
REB ENT. INC	N/A	5%	\$41. <sup>10</sup> PER	\$0.72 FT	\$250,000.00
HEMPHILL CONST.	N/A	5%	\$46. <sup>00</sup> PER	\$2.00 FT	\$550,000.00
CONTRACTORS UNLIMITED	N/A	NO			

MINUTES  
 BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
 FEBRUARY 2006 TERM

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

***BID PROPOSAL***

Date 2-2-06

Proposal of David Smith

(hereinafter called "Bidder"), organized and existing under the laws of the State of Alabama

doing business as \* Smith Enterprises

\* Insert corporation, partnership or individual as applies

To Harrison County Board of Supervisors, Mississippi, (hereinafter called "Owner").

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for proposals for:

***HURRICANE KATRINA RAZOR WIRE REMOVAL***

having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Project Manual, and at the unit bid prices stated. This price shall 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 a written "Notice to Proceed" of the Owner and to fully complete the work within a date to be specified prior to parties signing the contract documents. Failure to do so shall invoke liquidated damages as specified.

Bidder acknowledges receipt of the following addendum:

Amend #1                      Amend #2

Bidder agrees to complete the project as described in accordance with the specifications, drawings, and other information included in the project manual for the following unit bid prices:

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

OPTION 1:

1. Gather razor usable wire, bind, compress, palletize, transport, place in storage - Payment shall be based on a price of \$48.00 per 25 foot bundle.
2. Disposal of damaged wire - Payment shall be based on a price of \$1.10 per foot.

OPTION 2:

3. Removal of all razor wire with the material becoming the property of the Contractor - Payment shall be a lump sum price of \$319,000.

If any amount is to be paid TO County, place note "Pay To County" under unit or lump sum price and initial.

The above prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

Prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

Bidder must submit in his proposal the method, equipment to be used, and any data or past results with this equipment and method.

Bidder understands that the Owner reserves the right to reject any or all proposals.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of twenty-one (21) calendar days after submittal of proposal.

Upon receipt of written notice of the acceptance of proposal, Bidder shall execute the final contract within seventy-two (72) hours.

Respectfully submitted:

Address: 15563 Alabama Hwy 15

By: [Signature]

Vine Mart, Alabama  
35775

(Seal - if bid is by corporation)

Phone 258-282-5711



**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Bidder agrees to complete the project as described in accordance with the specifications, drawings, and other information included in the project manual for the following unit bid prices:

OPTION 1:

1. Gather razor usable wire, bind, compress, palletize, transport, place in storage - Payment shall be based on a price of \_\_\_\_\_ per 25 foot bundle.
2. Disposal of damaged wire - Payment shall be based on a price of \_\_\_\_\_ per foot.

OPTION 2:

3. Removal of all razor wire with the material becoming the property of the Contractor - Payment shall be a lump sum price of 700,000.00.

**If any amount is to be paid TO County, place note "Pay To County" under unit or lump sum price and initial.**

The above prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

Prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

Bidder must submit in his proposal the method, equipment to be used, and any data or past results with this equipment and method.

Bidder understands that the Owner reserves the right to reject any or all proposals.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of twenty-one (21) calendar days after submittal of proposal.

Upon receipt of written notice of the acceptance of proposal, Bidder shall execute the final contract within seventy-two (72) hours.

Respectfully submitted:

Address: 1074 Road 390

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

POSS CHRISTIAN, MO. 39571

(Seal - if bid is by corporation)

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

2006 3:07PM

HARRISON COUNTY

NO. 801 P. 12

***BID PROPOSAL***

Date 2/3/06Proposal of Ronald Jefferson

(hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_

doing business as \* Salvage Wire + More

\* Insert corporation, partnership or individual as applies

To Harrison County Board of Supervisors, Mississippi, (hereinafter called "Owner").

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for proposals for:

***HURRICANE KATRINA RAZOR WIRE REMOVAL***

having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Project Manual, and at the unit bid prices stated. This price shall 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 a written "Notice to Proceed" of the Owner and to fully complete the work within a date to be specified prior to parties signing the contract documents. Failure to do so shall invoke liquidated damages as specified.

Bidder acknowledges receipt of the following addendum:

1 addendum 1/26/06

Bidder agrees to complete the project as described in accordance with the specifications, drawings, and other information included in the project manual for the following unit bid prices:

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

2006 3:07PM HARRISON COUNTY

NO. 801 P. 13

OPTION 1:

1. Gather razor usable wire, bind, compress, palletize, transport, place in storage - Payment shall be based on a price of \_\_\_\_\_ per 25 foot bundle.
2. Disposal of damaged wire - Payment shall be based on a price of \_\_\_\_\_ per foot.

OPTION 2:

3. Removal of all razor wire with the material becoming the property of the Contractor - Payment shall be a lump sum price of \$134,567<sup>00</sup>

If any amount is to be paid TO County, place note "Pay To County" under unit or lump sum price and initial.

The above prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

Prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

Bidder must submit in his proposal the method, equipment to be used, and any data or past results with this equipment and method.

Bidder understands that the Owner reserves the right to reject any or all proposals.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of twenty-one (21) calendar days after submittal of proposal.

Upon receipt of written notice of the acceptance of proposal, Bidder shall execute the final contract within seventy-two (72) hours. State Tax # 11,773

Respectfully submitted:

Address: Salvage 9+1

By: Ronald Jefferson

1580 28th ST.

(Seal - if bid is by corporation)

Gulfport, Ms,

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

***BID PROPOSAL***

Date 2/3/06

Proposal of CRC Construction, LLC

(hereinafter called "Bidder"), organized and existing under the laws of the State of MS

doing business as \* CRC Construction, LLC

\* Insert corporation, partnership or individual as applies

To Harrison County Board of Supervisors, Mississippi, (hereinafter called "Owner").

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for proposals for:

***HURRICANE KATRINA RAZOR WIRE REMOVAL***

having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Project Manual, and at the unit bid prices stated. This price shall 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 a written "Notice to Proceed" of the Owner and to fully complete the work within a date to be specified prior to parties signing the contract documents. Failure to do so shall invoke liquidated damages as specified.

Bidder acknowledges receipt of the following addendum:

Addendum #1                      Addendum #2

Bidder agrees to complete the project as described in accordance with the specifications, drawings, and other information included in the project manual for the following unit bid prices:

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

OPTION 1:

1. Gather razor usable wire, bind, compress, palletize, transport, place in storage - Payment shall be based on a price of \$197.29 per 25 foot bundle.
2. Disposal of damaged wire - Payment shall be based on a price of \$197.29 per foot.

OPTION 2:

3. Removal of all razor wire with the material becoming the property of the Contractor - Payment shall be a lump sum price of \_\_\_\_\_.

If any amount is to be paid TO County, place note "Pay To County" under unit or lump sum price and initial.

The above prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

Prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

Bidder must submit in his proposal the method, equipment to be used, and any data or past results with this equipment and method.

Bidder understands that the Owner reserves the right to reject any or all proposals.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of twenty-one (21) calendar days after submittal of proposal.

Upon receipt of written notice of the acceptance of proposal, Bidder shall execute the final contract within seventy-two (72) hours.

Respectfully submitted:

Address: 6310 Munge Avenue  
Pass Christian, MS 39571

By: Colleen C. Rabalais  
*President - T&E Construction, LLC*

(Seal - if bid is by corporation)

Colleen C. Rabalais

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

***BID PROPOSAL***

Date 2/3/06

Proposal of Vecaise Bros Const Co Inc

(hereinafter called "Bidder"), organized and existing under the laws of the State of MS

doing business as \* Corp

\* Insert corporation, partnership or individual as applies

To Harrison County Board of Supervisors, Mississippi, (hereinafter called "Owner").

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for proposals for:

***HURRICANE KATRINA RAZOR WIRE REMOVAL***

having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Project Manual, and at the unit bid prices stated. This price shall 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 a written "Notice to Proceed" of the Owner and to fully complete the work within a date to be specified prior to parties signing the contract documents. Failure to do so shall invoke liquidated damages as specified.

Bidder acknowledges receipt of the following addendum:

# 1 <sup>1/26/06</sup> ~~2/3/06~~      # 2 1/30/06

Bidder agrees to complete the project as described in accordance with the specifications, drawings, and other information included in the project manual for the following unit bid prices:

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

OPTION 1:

1. Gather razor usable wire, bind, compress, palletize, transport, place in storage - Payment shall be based on a price of 65.<sup>00</sup> per 25 foot bundle.
2. Disposal of damaged wire - Payment shall be based on a price of 1.50 per foot.

OPTION 2:

3. Removal of all razor wire with the material becoming the property of the Contractor - Payment shall be a lump sum price of 270,000.<sup>00</sup>

If any amount is to be paid TO County, place note "Pay To County" under unit or lump sum price and initial.

The above prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

Prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

Bidder must submit in his proposal the method, equipment to be used, and any data or past results with this equipment and method.

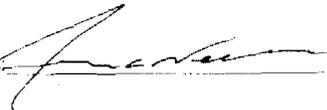
Bidder understands that the Owner reserves the right to reject any or all proposals.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of twenty-one (21) calendar days after submittal of proposal.

Upon receipt of written notice of the acceptance of proposal, Bidder shall execute the final contract within seventy-two (72) hours.

Respectfully submitted:

Address: 21040 Coastal Parkway

By: 

Gulfport, MS 39503

(Seal - if bid is by corporation)

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

***BID PROPOSAL***

Proposal of HORIZON GROUP OF NEW ENGLAND Date 2/3/2006

(hereinafter called "Bidder"), organized and existing under the laws of the State of NY

doing business as \* CORPORATION

\* Insert corporation, partnership or individual as applies

To Harrison County Board of Supervisors, Mississippi, (hereinafter called "Owner").

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for proposals for:

***HURRICANE KATRINA RAZOR WIRE REMOVAL***

having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Project Manual, and at the unit bid prices stated. This price shall 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 a written "Notice to Proceed" of the Owner and to fully complete the work within a date to be specified prior to parties signing the contract documents. Failure to do so shall involve liquidated damages as specified.

Bidder acknowledges receipt of the following addendum:

ADDENDUM 1                      ADDENDUM 2

Bidder agrees to complete the project as described in accordance with the specifications, drawings, and other information included in the project manual for the following unit bid prices:

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

OPTION 1:

1. Gather razor usable wire, bind, compress, palletize, transport, place in storage - Payment shall be based on a price of 75<sup>00</sup> per 25 foot bundle.
2. Disposal of damaged wire - Payment shall be based on a price of No Bid per foot.

OPTION 2:

3. Removal of all razor wire with the material becoming the property of the Contractor - Payment shall be a lump sum price of 68<sup>00</sup> per 25 foot bundle

If any amount is to be paid TO County, place note "Pay To County" under unit or lump sum price and initial.

The above prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

Prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

Bidder must submit in his proposal the method, equipment to be used, and any data or past results with this equipment and method.

Bidder understands that the Owner reserves the right to reject any or all proposals.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of twenty-one (21) calendar days after submittal of proposal.

Upon receipt of written notice of the acceptance of proposal, Bidder shall execute the final contract within seventy-two (72) hours.

Respectfully submitted:

Address: 122 OLD KARNER RD.

By: [Signature]

ALBANY NY, 12205

(Seal - if bid is by corporation)

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

***BID PROPOSAL***

Date \_\_\_\_\_

Proposal of \_\_\_\_\_

(hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_,

doing business as \* \_\_\_\_\_

\* Insert corporation, partnership or individual as applies

To Harrison County Board of Supervisors, Mississippi, (hereinafter called "Owner").

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for proposals for:

***HURRICANE KATRINA RAZOR WIRE REMOVAL***

having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Project Manual, and at the unit bid prices stated. This price shall 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 a written "Notice to Proceed" of the Owner and to fully complete the work within a date to be specified prior to parties signing the contract documents. Failure to do so shall invoke liquidated damages as specified.

Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_

Bidder agrees to complete the project as described in accordance with the specifications, drawings, and other information included in the project manual for the following unit bid prices:

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

OPTION 1:

1. Gather razor usable wire, bind, compress, palletize, transport, place in storage - Payment shall be based on a price of 29.13 per 25 foot bundle.
2. Disposal of damaged wire - Payment shall be based on a price of 52¢ per foot.

OPTION 2:

3. Removal of all razor wire with the material becoming the property of the Contractor - Payment shall be a lump sum price of 205,891.28.

**If any amount is to be paid TO County, place note "Pay To County" under unit or lump sum price and initial.**

The above prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

Prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

Bidder must submit in his proposal the method, equipment to be used, and any data or past results with this equipment and method.

Bidder understands that the Owner reserves the right to reject any or all proposals.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of twenty-one (21) calendar days after submittal of proposal.

Upon receipt of written notice of the acceptance of proposal, Bidder shall execute the final contract within seventy-two (72) hours.

Respectfully submitted:

Address: 131 Sammy Jord

By: Earnest J. Dean

Lumberton Ms. 39455

(Seal - if bid is by corporation)

ALBRITTON FENCE DISPENSING Co

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

**BID PROPOSAL**

Date 2-3-06

Proposal of HURRICANE KATRINA RAZOR WIRE REMOVAL

thereinafter called "Bidder"), organized and existing under the laws of the State of MISSISSIPPI

doing business as \* HCC CONTRACTING, INC.

CERTIFICATE OF  
RESPONSIBILITY # 15118

\* Insert corporation, partnership or individual as applies

To Harrison County Board of Supervisors, Mississippi, (hereinafter called "Owner").

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for proposals for:

**HURRICANE KATRINA RAZOR WIRE REMOVAL**

having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Project Manual, and at the unit bid prices stated. This price shall 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 a written "Notice to Proceed" of the Owner and to fully complete the work within a date to be specified prior to parties signing the contract documents. Failure to do so shall invoke liquidated damages as specified.

Bidder acknowledges receipt of the following addendum:

#1 1-26-06      #2 1-30-06

Bidder agrees to complete the project as described in accordance with the specifications, drawings, and other information included in the project manual for the following unit bid prices:

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

OPTION 1:

1. Gather razor usable wire, bind, compress, palletize, transport, place in storage - Payment shall be based on a price of \$ 12.00 per 25 foot bundle.  
*TWELVE DOLLARS AND NO CENTS*
2. Disposal of damaged wire - Payment shall be based on a price of .20 per *LINEA* foot.  
*TWENTY CENTS PER LINEAR FOOT*

OPTION 2:

3. Removal of all razor wire with the material becoming the property of the Contractor - Payment shall be a lump sum price of 97,750.00

*NINETY SEVEN THOUSAND SEVEN HUNDRED FIFTY DOLLAR*  
If any amount is to be paid TO County, place note "Pay To County" under unit or lump sum price and initial.

The above prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

Prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

Bidder must submit in his proposal the method, equipment to be used, and any data or past results with this equipment and method.

Bidder understands that the Owner reserves the right to reject any or all proposals.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of twenty-one (21) calendar days after submittal of proposal.

Upon receipt of written notice of the acceptance of proposal, Bidder shall execute the final contract within seventy-two (72) hours.

Respectfully submitted:

Address: \_\_\_\_\_

By: *Bob Blackwelder*

*2501 13th STREET #5*

(Seal - if bid is by corporation)

*Gulfport, MS 39501*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

***BID PROPOSAL***

Date 02/03/06

Proposal of BEB ENTERPRISES, INC.

(hereinafter called "Bidder"), organized and existing under the laws of the State of MS.

doing business as \* CORPORATION

\* Insert corporation, partnership or individual as applies

To Harrison County Board of Supervisors, Mississippi, (hereinafter called "Owner").

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for proposals for:

***HURRICANE KATRINA RAZOR WIRE REMOVAL***

having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Project Manual, and at the unit bid prices stated. This price shall 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 a written "Notice to Proceed" of the Owner and to fully complete the work within a date to be specified prior to parties signing the contract documents. Failure to do so shall invoke liquidated damages as specified.

Bidder acknowledges receipt of the following addendum:

No. 1 01/26/06  
BEB

No. 2 01/30/06  
BEB

Bidder agrees to complete the project as described in accordance with the specifications, drawings, and other information included in the project manual for the following unit bid prices:

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

OPTION 1:

- PEP*  
*#41.10*
1. Gather razor usable wire, bind, compress, palletize, transport, place in storage - Payment shall be based on a price of ~~30.52~~ per 25 foot bundle.
  2. Disposal of damaged wire - Payment shall be based on a price of *#0.72* per foot.

*TOTAL => #41.10 X 9,504 BUNDLES = #390,614*  
*0.72 X 81,576 = #58,734*  
*# 449,348*

OPTION 2:

3. Removal of all razor wire with the material becoming the property of the Contractor - Payment shall be a lump sum price of ~~#250,000.00~~

If any amount is to be paid TO County, place note "Pay To County" under unit or lump sum price and initial.

The above prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

Prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

Bidder must submit in his proposal the method, equipment to be used, and any data or past results with this equipment and method.

Bidder understands that the Owner reserves the right to reject any or all proposals.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of twenty-one (21) calendar days after submittal of proposal.

Upon receipt of written notice of the acceptance of proposal, Bidder shall execute the final contract within seventy-two (72) hours.

Respectfully submitted:

Address: P.O. Box 402

By:   
**BRUCE E. BROWN**

O.S. MS 3956-0402

(Seal - if bid is by corporation)

(228) 257-3957

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

FEB. 1. 2006 11:06AM

HARRISON COUNTY

NO. 809 P. 12

***BID PROPOSAL***

Proposal of Hemphill Construction Co. Inc. Date February 3, 2006  
 (hereinafter called "Bidder"), organized and existing under the laws of the State of Mississippi  
 doing business as \* a corporation

\* Insert corporation, partnership or individual as applies

To Harrison County Board of Supervisors, Mississippi, (hereinafter called "Owner").

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for proposals for:

***HURRICANE KATRINA RAZOR WIRE REMOVAL***

having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Project Manual, and at the unit bid prices stated. This price shall 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 a written "Notice to Proceed" of the Owner and to fully complete the work within a date to be specified prior to parties signing the contract documents. Failure to do so shall invoke liquidated damages as specified.

Bidder acknowledges receipt of the following addendum:

1 - 1/20/06      2 - 1/30/06

Bidder agrees to complete the project as described in accordance with the specifications, drawings, and other information included in the project manual for the following unit bid prices:

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

FEB. 1. 2006 11:06AM HARRISON COUNTY

NO. 809 P. 13

OPTION 1:

1. Gather razor usable wire, bind, compress, palletize, transport, place in storage - Payment shall be based on a price of \$ 46.00 per 25 foot bundle.
2. Disposal of damaged wire - Payment shall be based on a price of \$ 2.00 per foot.

OPTION 2:

3. Removal of all razor wire with the material becoming the property of the Contractor - Payment shall be a lump sum price of \$ 550,000.00

**If any amount is to be paid TO County, place note "Pay To County" under unit or lump sum price and initial.**

The above prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

Prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

Bidder must submit in his proposal the method, equipment to be used, and any data or past results with this equipment and method.

Bidder understands that the Owner reserves the right to reject any or all proposals.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of twenty-one (21) calendar days after submittal of proposal.

Upon receipt of written notice of the acceptance of proposal, Bidder shall execute the final contract within seventy-two (72) hours.

Respectfully submitted:

Address: P.O. Drawer 879By: Richard A. FeltAlexance, MS 39073

(Seal - if bid is by corporation)



**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

02-03-2006 03:42am From-Kinkos  
 Feb 01 06 04:05p Contractors Unlimited

7-085 P 007 P-391  
 7/08152294 p.11

**OPTION 1:**

1. Gather razor wire, bind, compress, palletize, transport, place in storage - Payment shall be based on a price of \$ 10.00 per 25 foot bundle.
2. Disposal of damaged wire - Payment shall be based on a price of \$ 2.75 per foot.

**OPTION 2:**

3. Removal of all razor wire with the material becoming the property of the Contractor - Payment shall be a lump sum price of \$ 81,200

If any amount is to be paid TO County, place note "Pay To County" under each or lump sum price and initial.

The above prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

Prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

Bidder must submit in his proposal the method, equipment to be used, and any data or past results with this equipment and method.

Bidder understands that the Owner reserves the right to reject any or all proposals.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of twenty-one (21) calendar days after submittal of proposal.

Upon receipt of written notice of the acceptance of proposal, Bidder shall execute the final contract within seventy-two (72) hours.

Respectfully submitted:

By: [Signature]

Address: 1635 Old 41 Hwy Ste 112

Kennesaw GA 30152

(Seal - if bid is by computer)  
 216231281

FEB-01-2006 10:45 AM HALL-CENTER

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

5. The Board does HEREBY FIND, upon the recommendation of the County Engineer, that the proposal of BEB Enterprises, Inc., in the total amount of TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00), is the lowest proposal meeting specifications and, therefore, the best received for the removal and disposal of Hurricane Katrina razor wire, and that said bid is reasonable and fair and should be accepted.

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the proposal of BEB Enterprises, Inc. be, and the same is HEREBY ACCEPTED for the removal and disposal of Hurricane Katrina razor wire, at and for a consideration of TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00)

IT IS FURTHER ORDERED that the Board president is HEREBY AUTHORIZED to execute the contract after review by the Board.

Supervisor **MARLIN R. LADNER** seconded the motion to adopt the above and foregoing Order, whereupon the question was put to a vote with the following results:

Supervisor BOBBY ELEUTERIUS voted	AYE
Supervisor LARRY BENEFIELD voted	AYE
Supervisor MARLIN 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER AUTHORIZING THE BOARD PRESIDENT TO SEND A LETTER  
TO THE LOCAL SENATE DELEGATION REQUESTING SAME TO  
AMEND THE PROPOSED SB 2943 DEALING WITH THE MISSISSIPPI  
GULF REGION UTILITY BOARD IN ORDER TO KEEP THE HARRISON  
COUNTY WASTEWATER AND SOLID WASTE MANAGEMENT DISTRICT  
INTACT, AND TO ALLOW THE ADJOINING COUNTIES TO CREATE  
THEIR OWN UTILITY DISTRICTS**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY,  
MISSISSIPPI, that the Board does HEREBY AUTHORIZE the Board President to send a  
letter to the local senate delegation requesting same to amend the proposed SB 2943  
dealing with the Mississippi Gulf Region Utility Board in order to keep the Harrison County  
Wastewater and Solid Waste Management District intact, and to allow the adjoining  
counties to create their own utility districts.

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

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

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

THIS 6th day of February, 2006.

\* \* \*

**M I N U T E S**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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

**ORDER AUTHORIZING THE SENIOR CENTERS TO BE REOPENED AS  
SOON AS READY TO SERVE CLIENTS**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE the senior centers to be reopened as soon as ready to serve clients.

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Supervisor **MARLIN R. LADNER** moved adoption of the following.

**ORDER REQUESTING THE BOARD ATTORNEY TO SEEK AN  
ATTORNEY GENERAL'S OPINION AS TO WHETHER OR NOT THE  
BOARD OF SUPERVISORS MUST TAKE INTO ACCOUNT INSURANCE  
PROCEEDS WHEN APPLYING MISS. CODE ANNOTATED SECTION  
27-35-143(9) (1972) FOR AD VALOREM TAX RELIEF RESULTING  
FROM HURRICANE KATRINA**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY REQUEST the Board Attorney to seek an Attorney General's opinion as to whether or not the Board of Supervisors must take into account insurance proceeds when applying Miss. Code Annotated section 27-35-143(9) (1972) for Ad Valorem tax relief resulting from Hurricane Katrina.

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Supervisor Marlin Ladner moved the adoption of the following Order:

AN ORDER OF THE HARRISON COUNTY BOARD OF SUPERVISORS AUTHORIZING THE REMOVAL AND DISPOSAL OF BOATS/VESSELS IN BAYOUS AND CANALS LOCATED IN THE BAYOU PORTAGE AREA OF HARRISON COUNTY, LYING OUTSIDE THE CITY OF PASS CHRISTIAN, AND FOR RELATED PURPOSES.

**WHEREAS**, due to the catastrophic nature of Hurricane Katrina, a large number of boats/vessels were deposited in the canals and bayous of Harrison County, and in particular, Bayou Portage; and

**WHEREAS**, due to the large number of boats/vessels in the canals and bayous and the shallow water of the canals and bayous, it will be necessary to go upon private property abutting the canals and bayous to operate equipment from land to remove the boats/vessels; and

**WHEREAS**, there is attached a list of Bayou Portage land owners marked Exhibit A to this Order, however, the Board does not represent this is a complete list of all landowners affected; and

**WHEREAS**, a public meeting shall be held, with notice of same published in The Sun Herald newspaper, requesting property owners to execute Right-Of-Entry forms to assist in the boats/vessels removal.

**NOW THEREFORE, BE IT ORDERED,**

**SECTION I.** The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

**SECTION II.** Upon the adoption of this Order, Harrison County Board of Supervisors does hereby authorize entry on private property for the removal and disposal of boats/vessels in the canals and bayous in Harrison County, and in particular, Bayou Portage.

**SECTION III.** That a public meeting will be held, with notice of same published in The Sun Herald, to advise the Citizens of this project and to secure Right-Of-Entry forms.

**SECTION IV.** The Board attorney is hereby directed to prepare the Notice of the meeting, have same published in The Sun Herald, and to prepare Right-Of-Entry forms for Citizens whose property will be affected.

Supervisor William Martin seconded the Motion to adopt the above and foregoing Order, whereupon the question was put to a vote with the following results:

Supervisor CONNIE ROCKCO	voted	<u>AYE</u>
Supervisor LARRY BENEFIELD	voted	<u>AYE</u>
Supervisor BOBBY ELEUTERIUS	voted	<u>AYE</u>
Supervisor MARLIN LADNER	voted	<u>AYE</u>
Supervisor WILLIAM MARTIN	voted	<u>AYE</u>

The majority of the members present having voted in the affirmative, the Motion was declared carried, and the Order adopted on this the 6th day of February, 2006.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

**BAYOU PORTAGE LANDOWNERS**

NAME	ADDRESS	PARCEL
COKER, CAMELIA & PATRICIA	18281 LONDON ROAD GULFPORT, MS 39503	0312C-03-037
COKER, JAMES & PATRICIA	18281 LONDON ROAD GULFPORT, MS 39503	0312C-03-036
DOUKAS, JOHN SR	4407 EDGEWATER DRIVE PASS CHRISTIAN, MS 39571	0312B-02-010
ELLIERS, W? & WF	1781 SPRINGHILL ROAD LUMBERTON, MS 39455	0312C-03-016
FOREST LAND COMPANY	1781 SPRINGHILL ROAD LUMBERTON, MS 39455	0312C-03-021
LADNIER, LINDA & DANNIE	24021 DUBUISSON ROAD PASS CHRISTIAN, MS 39571	0312B-04-026
LADNIER, LINDA & DANNIE	24021 DUBUISSON ROAD PASS CHRISTIAN, MS 39571	0312B-04-017
LADNIER, LINDA & DANNIE	24021 DUBUISSON ROAD PASS CHRISTIAN, MS 39571	0312B-04-018
LADNIER, LINDA & DANNIE	24021 DUBUISSON ROAD PASS CHRISTIAN, MS 39571	0312B-03-036
LIVY, ALANA & ERMENT, DARLENE	61 PINTUCKY ROAD CARROLL, MS 39426	0312C-03-035
LIVAUDAIS, GLORIA J	4717 GLENDALE STREET METAIRIE, LA 70006	0312B-03-034
MENDOUS, MAZELL	2502 36TH AVENUE MERIDIAN, MS 39304	0312B-04-019
MORRISON, BENJAMIN & WF	84 PALM MALL ROAD PASS CHRISTIAN, MS 39571	0312B-03-041
NGUYEN, BINH VAN	215 BAYVIEW STREET PASS CHRISTIAN, MS 39571	0312B-03-050
NGUYEN, HA & TUYET MAI	215 BAYVIEW STREET PASS CHRISTIAN, MS 39571	0312B-03-042
NUCCIO, SALVADORE	1781 SPRINGHILL ROAD LUMBERTON, MS 39455	0312C-03-020
NUCCIO, SALVADORE & WF	1781 SPRINGHILL ROAD LUMBERTON, MS 39455	0312B-04-021
PAYMENT, C? & MARY ELIZABETH	PO BOX 527 PASS CHRISTIAN, MS 39571	0411M-01-004
PAYMENT, MICHAEL, TRUSTEE	1844 EASTOVER DRIVE JACKSON, MS 39211	0411M-01-005
PAYMENT, THOMAS ETAL	3125 CAROL JACK DRIVE BATON ROUGE, LA 70806	0411M-01-003
PFNDLETON, ROBERT	PO BOX 14005 JACKSON, MS 39236	0312B-03-061
PEPPER, HENRY	2500 PARIS ROAD CHALMETTE, LA 70043	0312B-03-063
PEPPER, HENRY	2500 PARIS ROAD CHALMETTE, LA 70043	0312B-04-028
PEPPER, HENRY	2500 PARIS ROAD CHALMETTE, LA 70043	0312B-04-022
PEPPER, HENRY	2500 PARIS ROAD CHALMETTE, LA 70043	0312C-03-024
PEPPER, HENRY	2500 PARIS ROAD CHALMETTE, LA 70043	0312C-03-023
PEPPER, HENRY	2500 PARIS ROAD CHALMETTE, LA 70043	0312C-03-033
PEPPER, HENRY	2500 PARIS ROAD CHALMETTE, LA 70043	0312C-03-034
PEPPER, HENRY	2500 PARIS ROAD CHALMETTE, LA 70043	0312C-03-038
PEPPER, HENRY	2500 PARIS ROAD CHALMETTE, LA 70043	0312B-04-020
PEPPER, HENRY	2500 PARIS ROAD CHALMETTE, LA 70043	0312B-03-062
PEPPER, HENRY	2500 PARIS ROAD CHALMETTE, LA 70043	0312B-04-029
RIPBERGER, RICHARD	135 ROSEWOOD DRIVE METAIRIE, LA 70005	0312C-03-019
SECURITY MORTGAGE INVESTORS	1781 SPRINGHILL ROAD LUMBERTON, MS 39455	0312C-03-015
SECURITY MORTGAGE INVESTORS	2621 GADSBY PLACE ALEXANDRIA, VA 22311	0312C-03-032
WILKES, DENNIE & WF	638 AURORA AVENUE METAIRIE, LA 70005	0312B-04-027

EXHIBIT

A

438-b

MINUTES

BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI  
FEBRUARY 2006 TERM

---

THIS PAGE  
LEFT BLANK  
INTENTIONALLY

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

Supervisor **MARLIN R. LADNER** moved adoption of the following:

**ORDER APPROVING THE RESPONSE OF BECK DISASTER  
RECOVERY, INC. WITH REGARD TO CLEAN-UP OF PRIVATE  
PROPERTY OWNED BY MR. AND MRS. DARYL BABIN LOCATED AT  
311 POINDEXTER DRIVE, PASS CHRISTIAN, MISSISSIPPI**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY APPROVE the response of Beck Disaster Recovery, Inc. with regard to clean-up of private property owned by Mr. and Mrs. Daryl Babin located at 311 Poindexter Drive, Pass Christian, Mississippi, per the following:



January 23, 2006

Mr. and Mrs. Daryl Babin  
311 Poindexter Drive  
Pass Christian, MS 39571

Subject: Response to Your Letter Dated January 2, 2006

Dear Mr. and Mrs. Babin:

Beck Disaster Recovery, Inc. ("BDR"), a wholly owned subsidiary of R. W. Beck was brought under contract by Harrison County, Mississippi to provide debris removal management and monitoring services in response to Hurricane Katrina. BDR's services are being provided under Contract for Disaster and Recovery Services, which was approved by the Harrison County Board of Supervisors on September 30, 2005. Among the services being provided by BDR are private property debris removal administration, management, and monitoring.

The damage caused by Hurricane Katrina, in Harrison County, Mississippi was extensive. At a meeting of the Harrison County Board of Supervisors (the "Board") on September 21, 2005 the Board determined, among other things, that:

1. Removal of debris from private property is necessary in the public interest to eliminate immediate threats to life, public health and safety as determined by FEMA and the Mississippi Department of Health.
2. The Board under Miss. Code Ann., § 19-5-105, et. Seq., has the legal responsibility, duty and authority to remove debris from private property in Harrison County.

On November 20, 2005 your property, located at 311 Poindexter Drive, Pass Christian, Mississippi 39571, was assessed by BDR and determined to contain debris that poses an immediate threat to life, public health, and safety as determined by FEMA and the Mississippi Department of Health. These hazards were identified with paint and surveyed according to BDR's private property assessment procedures. Your property was also photographed to document these hazards. On December 16 and 17, 2005 the identified debris was removed by the County's debris removal contractor, TCB Construction, Inc. On December 20, 2005 Hanlon Rioux (represented as the brother-in-law of the family) informed BDR staff that the owner's of 311 Poindexter Drive would not like the debris removed. At this time all debris posing an immediate threat to life, public health and safety had been removed from the property.

BDR as a representative of Harrison County has been tasked with acting in a timely matter with regard to debris removal from private property in response to Hurricane Katrina. Many private properties within Harrison County contain debris that poses a threat to the health and safety of the public at large. This debris provides for the breeding of vermin and vector such as rodents,

1 | Babin Response Letter

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

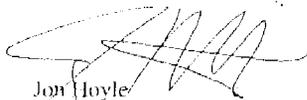
---

Mr. and Mrs. Daryl Babin  
January 23, 2005  
Page 2

disease carrying insects, and other wild animals. Further, hanging limbs and leaning trees pose a significant threat to the wellbeing of individuals around your property.

On behalf of Harrison County and BDR I would like to extend my deepest sympathies for the losses that you and so many others on the Gulf Coast have endured as a result of Hurricane Katrina. BDR, on behalf of Harrison County, is doing everything in its power to remove hazardous debris from within the County in order to provide a safe platform from which to rebuild. Should you have any further inquiries regarding this matter please file an official grievance with the Harrison County Board of Supervisors.

Respectfully,

  
Jon Hoyle  
Beck Disaster Recovery, Inc.

Cc: Larry Benefield  
Bobby Fleuterius  
Marlin Ladner  
William Martin  
Connie Rockco  
Joe Meadows



**M I N U T E S**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

Supervisor **MARLIN R. LADNER** moved adoption of the following:

**ORDER AUTHORIZING THE BOARD PRESIDENT TO ADVISE THE  
CHAIRMAN OF THE COUNTY AFFAIRS COMMITTEE THAT  
HARRISON COUNTY SUPPORTS CHANGES RELATED TO THE OFFICE  
OF COMMISSIONERS OF ELECTION AS OUTLINED IN SB 2291 FOR A  
PERIOD OF ONE YEAR ONLY, DUE TO FINANCIAL CONSTRAINTS  
RESULTING FROM HURRICANE KATRINA**

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does HEREBY AUTHORIZE the Board President to advise the Chairman of the County Affairs Committee that Harrison County supports changes related to the office of Commissioners of Election as outlined in SB 2291 for a period of one year only, due to financial constraints resulting from Hurricane Katrina.

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 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 motion was declared carried and the Order adopted.

THIS, the 6th day of February 2006.

\* \* \*

**M I N U T E S**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

The following items came on for discussion by the Board:

1) Supervisor Rockco inquired whether purchases of computer equipment for the Tax Collector would be reimbursed by FEMA. The County Administrator stated that this was not a loss replacement.

2) Supervisor Rockco inquired whether a manufactured home would be placed on property of case file 0601HC012. The Zoning Administrator stated that R-1 District prohibits such use.

3) Supervisor Benefield questioned final payment to M/A-Com for a change order not approved by the Board. The change order does not go over total cost of the contract.

4) Supervisor Benefield requested a report from Mr. Bailey on communication problems between county and city officials after the storm. The interaction and financial reports for Hurricane Katrina are being completed. A copy will be forwarded to the Board for their review prior to setting up a work session as requested by the Board President.

5) Supervisor Martin inquired whether the cities were current with payment for housing their prisoners. Mr. Parker stated that he will check on this and report to the Board.

6) Supervisor Ladner reminded that the Long Beach Water Management District was created under general law and has statutory authority. The County serves a financial conduit.

7) Supervisor Martin inquired whether funds were on hand to pay the FEMA claims by contractors. The County Administrator checks on balance of funds prior to putting on agenda.

8) Supervisor Martin inquired whether the project on Three Rivers Road was a county project. This is a project by the city of Gulfport.

9) The Board discussed the need to identify street lights that are out due to damage by hurricane Katrina to ascertain that the County is no longer charged for said services, and to prepare a list of street lights to be repaired in order to provide safety for the public. Supervisor Benefield stated that the County may already have received some credits for lights that are no longer in use.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

10) Supervisor Rockco stated that she received a call from Alter Trading Corporation seeking permission to use their property in the Bayou Bernard Industrial seaway to stage damaged cars now stored at another location. Supervisors Martin and Benefield stated that they would not support the idea due to danger posed by increased heavy truck traffic on Seaway Road where several displaced agencies have relocated.

11) The Board Attorney reported that he is working with FEMA's attorney to draft the proposed flood elevation ordinance for consideration by the Board at their next meeting.

12) The Board requested that the Circuit Clerk appear at the next Board meeting to give an update on rental of trailers with handicap access, to be placed at various polling places destroyed by Hurricane Katrina.

**MINUTES**  
**BOARD OF SUPERVISORS, HARRISON COUNTY, MISSISSIPPI**  
**FEBRUARY 2006 TERM**

---

ORDERED that the Board RECESS in the First Judicial District.

THIS, the 6th day of February 2006.

*Connie Rockco*  
PRESIDENT