Tuesday
July 16, 2013
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Council of the City of Gautier, Mississippi was held July 16, 2013 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Gordon Gollott, Council Members Johnny Jones, Hurley Ray Guillotte, Casey Vaughan, Mary Martin, Rusty Anderson, Adam Colledge, City Manager Samantha Abell, City Clerk Cynthia Russell, City Attorney Robert Ramsay and other concerned citizens.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
July 16, 2013 @ 6:30 PM

I. Call to Order

1 Prayer

2 Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1 Mayor and Council Retreat Monday, July 22nd @ 3:30 PM, City Hall Council Chambers

IV. Presentation Agenda

1 Update on progress of the Recreation Advisory Committee, Chairperson Larry Dailey

2 June 2013 Financial Reports by Teresa Montgomery, Comptroller

V. Public Agenda

1 Agenda Comments

VI. Business Agenda

1 Order approving request to table the reappointment of City Attorney until August 20, 2013,

2 Order considering the International Brotherhood of Electrical Workers Local Union 733 Gautier Police Unit #733.5 Contract

3 Order considering the Gautier Fire Fighters Association – IAFF Local 3290 Contract

4 Order approving The City of Gautier Employee Handbook as revised

5 **Order authorizing ratification of Professional Service Agreement with ClearWater Solutions, LLC**

6 **Order authorizing ratification of Website Maintenance Agreement with AD2, INC. until August 31**

7 **Order authorizing City Manager to negotiate the terms of the Franchise Agreement with Cable One, Inc.**

8 **Order authorizing ratification of Consent Resolution Authorizing the Transfer of Cable Television Franchise**

9 **Order authorizing ratification of Video Service Agreement with Bellsouth Telecommunications, Inc. d/b/a AT&T Mississippi**

10 **Order approving termination of the services contract with G&K Services**

11 **Order authorizing ratification of Christian Preus Landscape Architecture Proposal for Master Planning Services for the Town Green until July 16, 2013**

12 **Order authorizing the City Manager to initiate and request activation from the Mississippi Department of Transportation for the 2013 Safe Routes to School grant funding**

13 **Order approving a letter of support for the development of a Humanities Field Station to be located at Twelve Oaks**

14 **Order approving Docket of Claims**

VII. **Consent Agenda (All items approved in one motion)**

1 **Order authorizing ratification of City of Gautier Contracts**

1) Cellular South
2) Pitney Bowes – Mailing Machine
3) Secure Networks – Computer Maintenance
4) Judicial Correction Services, INC
5) Southern Pest Control
6) Acadian Ambulance Service
7) Shepard State Park Mobile Home Lease Agreement
8) Inter-Local Agreement for the creation of a Multi-Agency Narcotics Team
9) Real Estate Lease for home located at Shepard State Park
10) Dan Hensarling – Fire Station on Brown Road
11) Life Care Plus Services
12) Hancock Bank Hitda Vehicle
13) Development and Reimbursement Agreement – SM Properties and Wal-Mart Real Estate Trust
14) MOU – The Mississippi Transportation Commission
15) Lloyd B Marshall – Certified Public Accountant
16) Municipal Solid Waste Disposal Service Contract
17) Singing River Services
18) Redd Pest Control
19) Ricoh Copier maintenance agreement – Administration
20) Ricoh MP C6000 Copier – Shepard State Park

21) Gulf Coast Communications and Security Systems
22) Professional Services for Seymour Engineering – Old Shell Landing Road Project
23) DPC - Chlorine
24) Delta Computer Systems
25) First Insurance
26) CVS Caremark
27) National Guardian Life Insurance Company Always Care Vision Ins.
28) HCC Life Insurance Company
29) Mississippi Gulf Coast Regional Wastewater Authority
30) Inter-local Agreement between Jackson County and The City of Gautier for Road Improvement Projects within the Municipality
31) Jackson-George Regional Library System
32) PTS Solutions
33) Syscon
34) Goodwyn , Mills & Cawood
35) Employee Contract Alicia Johnson Shepard State Park
36) Fox Everett
    - A. Participating Group Agreement
    - B. Business Associate Agreement
    - C. Transplant Contract
    - D. New Client Group Profile for CADr
    - E. Claims Processing Agreement
    - F. Disclosure Statement

2 Order approving Council Meeting Minutes from July 2, 2013

3 Order receiving June 2013 Privilege License Report

4 Resolution requesting assistance from Jackson County to provide grant matching funds for the Federal Safe Routes to School Grant

STUDY AGENDA
CITY OF GAUTIER, MISSISSIPPI
July 16, 2013

1 Discuss Citizen Comments

2 Discuss Council Comments

3 Discuss City Manager Comments

4 Discuss City Clerk Comments

5 Discuss City Attorney Comments

Recess until July 22, 2013 at 6:30 PM
www.gautier-ms.gov

Motion was made by Councilman Jones to amend the agenda order.

1. **Move Business Item #12 to Business Item #1 – Order approving a support letter for the development of a Humanities Field Station to be located at Twelve Oaks**

2. **Add Business Item #14- Allen Road update**

Motion was seconded by Councilwoman Martin and unanimously carried.

Announcements

Mayor and Council Retreat Monday, July 22nd @3:30 PM, City Hall Council Chambers

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Presentation

1. **Update on progress of the Recreation Advisory Committee, Chairperson Larry Dailey**

2. **June 2013 Financial Reports by Teresa Montgomery, Comptroller**

June 2013 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	$1,511,475.59
MS Development Loan Katrina	Depository Account	007-000-001	$2,960.45
CDBG-Downtown Revitalization	Depository Account	012-000-001	($79,422.82)
Transportation Enhancement	Depository Account	013-000-001	$45,000.00
CIAP-Town Center	Depository Account	014-000-001	($9,827.00)
Martin Bluff Road Improvements	Depository Account	128-000-001	$259,683.40
U S Justice Equitable Sharing	Depository Account	157-000-001	$212,134.72
Fire Protection Fund	Depository Account	160-000-001	$315,641.61
FF Grant:EMW-2012-FO-02393	Depository Account	161-000-001	$0.50
DMR-BP Oil Spill Grant	Depository Account	165-000-001	($349.94)
MDOT-Youth Corp Program	Depository Account	166-000-001	($7,134.01)
Tidelands Grant	Depository Account	171-000-001	($9,606.25)
Library Support Fund	Depository Account	172-000-001	$3,986.06
Shepard State Park Fund	Depository Account	176-000-001	$2,234.87
Solid Waste Fund	Depository Account	404-000-001	$22,219.92
	General Ledger Cash Balance		$2,268,997.10
	General Depository Non-Reconciled Cash Balance		$2,461,353.07

ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-M&M	400-000-001	$218,305.97
	Enterprise Account-Hancock	400-000-002	$975,284.23
CIAP: Old Shell	Enterprise Account-Hancock	414-000-002	($35,000.00)
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	($33,000.00)
Utility Bond Refunding	Enterprise Account-Hancock	430-000-002	$13,216.66
	General Ledger Cash Balance		$1,138,806.86
	Enterprise Non-Reconciled Cash Balance		$1,140,008.91

JUNE 2013
YEAR TO DATE TOTALS

General Fund Totals		BUDGET FY 2013	As of June 2013	Balance	75.00 % % to date
	General Fund Revenues	9,404,149.00	7,351,908.28	2,052,240.72	*78.1%*
	Expenditures:				
001	Legislative	98,035.00	74,912.12	23,122.88	*76.4%*
010	City Court	278,801.00	191,561.07	87,239.93	*68.7%*
021	City Manager	167,163.00	122,386.68	44,776.32	*73.2%*
022	Human Resources	134,607.00	98,734.14	35,872.86	*73.3%*
030	Elections	15,500.00	12,689.18	2,810.82	*81.8%*
040	City Clerk	449,702.00	324,935.00	124,767.00	*72.2%*
060	City Attorney	80,878.00	60,467.49	20,410.51	*74.7%*
090	Economic Dev - Planning	675,191.00	457,318.21	217,872.79	*67.7%*
091	Antique Fair	5,000.00	0.00	5,000.00	
092	Building & General Expenses	373,900.00	308,023.79	65,876.21	*82.3%*
100	Police	3,514,444.00	2,418,800.47	1,095,643.53	*68.8%*
161	Fire	1,809,066.00	1,347,984.65	461,081.35	*74.5%*
170	Recreation	161,052.00	115,470.55	45,581.45	*71.6%*
200	PW: Administration	27,541.00	27,538.69	2.31	*99.9%*
201	PW: Streets	282,976.00	229,236.10	53,739.90	*81.0%*
205	PW: Maintenance	196,069.00	143,247.39	52,821.61	*73.0%*
295	Drainage Systems	0.00	2,880.94	(2,880.94)	
680	Debt Service	86,161.00	86,161.00	0.00	*100.0%*
900	Interfund Transfers	996,695.00	363,417.41	633,277.59	*36.4%*
556	Contingency				
	General Fund Expenditures	9,352,781.00	6,385,764.88	2,967,016.12	*68.2%*
	Total Operating Expenditures	8,002,272.00	5,687,615.12	2,314,656.88	
	Total Capital Outlay Expenditur	61,700.00	52,287.87	9,412.13	
	Total Debt Service	292,114.00	282,444.48	9,669.52	
	Total Transfers Out	996,695.00	363,417.41	633,277.59	
	Total Contingencies	0.00	0.00	0.00	
	Check Total	9,352,781.00	6,385,764.88	2,967,016.12	
	Personnel	6,533,548.40	4,688,071.74	1,845,476.66	*71.8%*
	Supplies	441,277.00	278,740.60	162,536.40	*63.2%*
	Other Services	1,027,446.60	720,802.78	306,643.82	*70.2%*
	Capital Outlay	61,700.00	52,287.87	9,412.13	*84.7%*
	Debt Service	292,114.00	282,444.48	9,669.52	*96.7%*
	Interfund Transfers	996,695.00	363,417.41	633,277.59	*36.5%*
	Contingencies	0.00	0.00	0.00	
	Check Total	9,352,781.00	6,385,764.88	2,967,016.12	*68.2%*
	Beginning Cash Balance			*1,424,358.81*	
	General Fund Revenue			*792,700.65*	
	General Fund Expenditures			*705,583.87*	
	Remaining balance			*1,511,475.59*	

JUNE 2013
YEAR TO DATE TOTALS

General Depository Special Fund
130 $7M GO Bond - Capital Improvements

Description	BUDGET FY 2013	As of June 2013	Balance	75.00%
Revenue	486,587.50	311,009.09	175,578.41	
Capital Improvements	2,535,825.00	465,737.12	2,070,087.88	*18.3%*
Debt Service	486,587.50	111,743.76	374,843.74	*22.9%*
Transfer to General Fund	30,000.00	30,000.00	0.00	*100.0%*
Bond Fund Expenditures	3,052,412.50	607,480.88	2,444,931.62	*20.0%*

Beginning Cash Balance	***2,192,168.20***
Total GO Bond Revenues	***135,507.67***
Total GO Bond Expenditures	***58,111.04***
Ending Cash Balance	***2,269,564.83***

JUNE 2013
YEAR TO DATE TOTALS

General Depository Special Fund
130 $7M GO Bond - Capital Improvements

Description	BUDGET FY 2013	As of June 2013	Balance	75.00%
Revenue	486,587.50	311,009.09	175,578.41	
Capital Improvements	2,535,825.00	465,737.12	2,070,087.88	*18.3%*
Debt Service	486,587.50	111,743.76	374,843.74	*22.9%*
Transfer to General Fund	30,000.00	30,000.00	0.00	*100.0%*
Bond Fund Expenditures	3,052,412.50	607,480.88	2,444,931.62	*20.0%*

Beginning Cash Balance	***2,192,168.20***
Total GO Bond Revenues	***135,507.67***
Total GO Bond Expenditures	***58,111.04***
Ending Cash Balance	***2,269,564.83***

JUNE 2013
YEAR TO DATE TOTALS

Water & Sewer Utility Fund Totals	BUDGET FY 2013	As of June 2013	Balance	75.00% % to date
Utility Fund Revenues	6,607,294.00	4,511,839.01	2,095,454.99	68.2%
Contingencies	212,244.00	0.00	212,244.00	
Administration	163,844.00	119,631.34	44,212.66	73.0%
Water & Sewer O & M	3,808,577.00	2,506,544.41	1,302,032.59	65.8%
Debt Service	2,016,748.00	1,485,391.01	531,356.99	73.6%
Transfers	708,860.00	558,860.00	150,000.00	78.8%
Utility Fund Expenditures	6,910,273.00	4,670,426.76	2,239,846.24	67.5%
Total Operating Expenditures	*4,154,665.00*	*2,623,875.75*	*1,530,789.25*	
Total Capital Outlay Expenditures	*30,000.00*	*2,300.00*	*27,700.00*	
Total Debt Service	*2,016,748.00*	*1,485,391.01*	*531,356.99*	
Total Interfund Transfers	*708,860.00*	*558,860.00*	*150,000.00*	
Check Total	*6,910,273.00*	*4,670,426.76*	*2,239,846.24*	
Personnel	*310,224.00*	*281,135.81*	*29,088.19*	*90.6%*
Contingencies	*212,244.00*	*0.00*	*212,244.00*	
Supplies	*379,497.00*	*131,354.44*	*248,142.56*	*34.6%*
Other Services	*3,252,700.00*	*2,211,385.50*	*1,041,314.50*	*68.0%*
Capital Outlay	*30,000.00*	*2,300.00*	*27,700.00*	*7.7%*
Debt Service	*2,016,748.00*	*1,485,391.01*	*531,356.99*	*67.8%*
Interfund Transfers	*708,860.00*	*558,860.00*	*150,000.00*	*78.8%*
Check Total	*6,910,273.00*	*4,670,426.76*	*2,239,846.24*	*67.5%*
Cash Balance				
Beginning Cash Balance			***1,336,128.25***	
Water Utility Fund Revenue			***570,992.68***	
Water Utility Fund Expenditures			***713,530.73***	
Ending Cash Balance			***1,193,590.20***	

Enterprise Special Funds

414 CIAP Funds: Old Shell Landing	BUDGET FY 2013	As of June 2013	Balance	75.00%
Revenue	513,825.00	24,069.88	489,755.12	*4.6%*
Expenditures	513,825.00	59,069.88	454,755.12	*11.4%*
Beginning Cash Balance			*(32,000.00)*	
Total CIAP Fund Revenue			***0.00***	
Total CIAP Fund Expenditures			***3,000.00***	
Ending Cash Balance			*(35,000.00)*	

421 MSB - Water Ionization Project	BUDGET FY 2013	As of June 2013	Balance	75.00%
Revenue			0.00	
Expenditures		33,000.00	(33,000.00)	
Beginning Cash Balance			***0.00***	
Total CIAP Fund Revenue			***0.00***	
Total CIAP Fund Expenditures			***33,000.00***	
Ending Cash Balance			*(33,000.00)*	

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 157-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the letter of support for the development of a Humanities Field Station to be located at Twelve Oaks is hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilman Guillotte, seconded by Councilwoman Martin and the following vote was recorded:

AYES: **Gordon Gollott**
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Mary Martin
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 16, 2013.

CITY OF GAUTIER
MEMORANDUM

To:	Samantha Abell, City Manager
From:	Patty Huffman, Grants & Projects Manager
Through:	Chandra Nicholson, Director of Economic Development and Planning Dept.
Date:	July 11, 2013
Subject:	City Council Letter of Support for Humanities Field Station at Twelve Oaks

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REQUEST:
The Economic Development and Planning Department requests City Council approval for a letter of support for the development of a Humanities Field Station to be located at Twelve Oaks.

BACKGROUND:
Twelve Oaks is located on thirteen acres along the Mississippi Sound and was built circa 1896. According to the Gautier Historic Preservation Commission, the house was built on the site of the McRae Hotel, a pre-Civil War vacation resort for coastal area residents.

Volunteers have worked for over two years on a plan to create a humanities learning center or field station at Twelve Oaks. A letter of general support has been requested from the City to be included with requests for funding from other sources.

RECOMMENDATION:
City staff recommends that City Council approve the attached letter of support for the plan to develop a Humanities Field Station at Twelve Oaks.

The City Council may:

1. Approve the letter of support as presented;
2. Approve the letter of support with changes; or
3. Disapprove submitting a letter of support.

ATTACHMENTS:
Humanities Field Station Letter of Support

Mayor
Gordon T. Gollott

Council
At Large Mary F. Martin
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge

City of Gautier
Gautier, Mississippi

City Manager
Samantha D. Abell

City Clerk
Cynthia Russell

3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

July 16, 2013

To whom it may concern:

On behalf of the Gautier City Council, I would like to offer the City's wholehearted support for the establishment of a proposed Humanities Field Station to be located at Twelve Oaks in Gautier, Mississippi.

The City of Gautier is very proud of its heritage and natural beauty and recognizes Twelve Oaks as one of our city's gems. Twelve Oaks is located on thirteen acres along the Mississippi Sound and was built circa 1896. According to the Gautier Historic Preservation Commission, the house was built on the site of the McRae Hotel, a pre-Civil War vacation resort for coastal area residents.

The concept of re-purposing this large, historic home as a Humanities Field Station is a unique way to preserve the history and natural beauty of this property while encouraging work in the field of humanities. Such a multi-disciplinary center would attract artists, writers, musicians, historians, philosophers, anthropologists, students and others who could interact and share ideas in this lovely setting on the Mississippi Gulf Coast.

The City of Gautier has adopted the theme of "Nature's Playground". Creating a Humanities Field Station at Twelve Oaks fits with the City's emphasis on our waterfront and natural beauty of the area. This proposed field station will serve to cultivate our creative economy by attracting visitors to the area and stimulating the local economy.

The City of Gautier is proud to offer its support for the proposed Humanities Field Station at Twelve Oaks, and will assist with the planning of this unique project. We look forward to partnering with others to transform this local landmark into a special learning center which can be preserved and enjoyed by many.

Sincerely,

Gordon T. Gollott, Mayor
City of Gautier

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 158-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request to table reappointment of City Attorney until August 20, 2013 is hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilman Jones, seconded by Councilman Anderson and the following vote was recorded:

AYES: **Gordon Gollott**
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Mary Martin
Rusty Anderson
Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 16, 2013.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 159-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the existing contract between City of Gautier and the International Brotherhood of Electrical Workers, Local Union 733, Gautier Police Unit #733.5 is not ratified and the City Manager is hereby authorized to enter into negotiations with union for new contract.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilman Jones, seconded by Councilwoman Martin and the following vote was recorded:

AYES: **Gordon Gollott**
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Mary Martin
Rusty Anderson
Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 16, 2013.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Jason Pugh, Human Resources Director

Date: 07/11/13

Subject: Ratification of labor agreement between the City of Gautier and the Gautier Police Officer's Union

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BACKGROUND:
The contract between the City and the Gautier Police Officer's Union was last negotiated in October of 2003.

DISCUSSION:
Mississippi Annotated Code 31-7-57(2) establishes that a new council must ratify all contracts prior to invoice and expenditures.

RECOMMENDATION:
The City Council may:

1. Ratify the contract; or
2. Not ratify the contract and authorize the City Manager to enter into negotiations on the terms of the contract; or
3. Disapprove the Contract

ATTACHMENT(S):
Copy of Labor Agreement between the City of Gautier and the Gautier Police Officer's Union.

xc: A Johnson
12-1-03
K. Barlisa

FILE

COPY

CONTRACT BETWEEN THE CITY OF GAUTIER AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 733 GAUTIER POLICE UNIT #733.5

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CONTRACT BETWEEN THE CITY OF GAUTIER AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 733 GAUTIER POLICE UNIT #733.5

ARTICLE 1A
Preamble

This Agreement made and entered into this 4th day of December, 1999 and renewed on October 1st 2003 and each period therafter as indicated by Article 34 "Terms of Agreement", by and between the City of Gautier, Mississippi (hereafter referred to as the City), and the International Brotherhood of Electrical Workers, Local Union 733, (hereafter referred to as the Union), having agreed as follows, to wit:

By Order of the City Council dated June 15, 1999, the City recognized the Union, inclusive of the employees of the Gautier Police Department (designated as Unit 5 of IBEW Local Union 733), and after deliberation ordered as follows:

That the Union is recognized, effective immediately, for collective bargaining purposes subject to the limitations on such collective bargaining by State and Federal law.

The City Manager is authorized and directed to negotiate a contract with the Union for the purpose of arriving at a contract whose effective date shall be indicated below.

That all matters of hiring, promotion, transfers, demotion and other matters over which the Civil Service Commission of the City of Gautier has jurisdiction shall not be a mandatory subject of negotiation.

Pursuant to the Order of the City Council of the City of Gautier, this contract between the City of Gautier, and the Union has been adopted.

ARTICLE 1
Purpose of Agreement

This Agreement is entered into by and between the City, and Union. It is the purpose of this agreement to assure harmonious relations between the City and the Union and to provide for an agreeable settlement of all differences which may arise, as related to wages, hours, terms, and conditions of employment.

ARTICLE 2
Bargaining Unit

A. The Bargaining Unit shall include full-time positions in the Gautier Police Department, consisting of:

1. Police Captain
2. Police Lieutenant
3. Police Officer
4. Public Safety Dispatcher
5. Public Safety Records Clerk
6. Police Detective Captain

7. Police Detective Lieutenant
8. Police Detective
9. Animal Control Officer
10. Probationary Police Officer
11. Probationary Dispatcher
12. Crime Prevention Officer
13. Narcotics Officer
14. Court Clerk
15. Deputy Court Clerk

The Union will establish a committee for the purpose of negotiations with the City. Negotiation time will be mutually agreed upon by the City and Union, but no later than ninety (90) days prior to expiration of this contract.

ARTICLE 3
Probationary Period

The probationary period shall be that period of time defined in the Civil Service Rules and Regulations.

ARTICLE 4
No Strike Clause

A. It is acknowledged by the full membership of the Union that the protection of the Public Health, Safety, and Welfare demands that the members of the Police Department not be accorded the right to strike or engage in any work stoppage.

B. The City agrees, in return, that there shall be no lockout of the members of the Union.

ARTICLE 5
Union Rights

SECTION 1. Union Officers

Employees elected or appointed to Union office shall be granted reasonable time off, without pay, to conduct authorized Union business. Request for time off pursuant to this Article shall be submitted at least three (3) days prior to the effective date of such time off. The parties agree, however, that circumstances may arise that may not permit a full three (3) days notice. Permission for such time off may be granted as long as proper staffing levels are maintained, but permission for time off shall not be unreasonably withheld. Such time off will not result in any extra cost to the City.

SECTION 2. Negotiating Committee

Should a member of the negotiation team happen to be on duty during the negotiation meetings, that member shall not be docked pay for attending the meeting. It is understood that should an emergency arise that member shall return to duty if needed.

SECTION 3. Union Representatives:

The Union is entitled to one (1) union steward per shift whose name shall be filed with the Chief of Police and Shift Captain within ten (10) days of the appointment. The steward, or an alternate steward, who shall also be identified in writing, shall be provided time off to investigate complaints of other officers covered by this agreement, when such time off is requested from the immediate supervisor and approved. The steward shall then log the time which he/she leaves and returns. Permission to leave a post or assignment for the above reasons shall not be unreasonably withheld, but may be withheld until such time that it does not interfere with his/her ability to meet the urgency of the immediate situation. The representative shall be allowed to interview the complaining officer, providing that both, the complaining officer and the steward, return immediately to duty if so ordered.

ARTICLE 6
Management Rights

Section 1. It is understood that the management and direction of the working force is vested in the City Council as the employer, and the City Manager as the Administrator for the Council as authorized by Mississippi law and the applicable Civil Service Rules and Regulations.

Section 2. The City agrees to publish any new or modified work rules to be distributed to the employees and the Union two (2) weeks prior to implementation. The Union retains the right to challenge the application or interpretation of new or modified rules through the grievance and arbitration procedure.

Section 3. The City Manager's duties and authority are delineated by Mississippi law.

Section 4. Seniority and layoffs will be governed by the Civil Service Rules and Regulations. The Bargaining Unit is covered by the Civil Service and is entitled to the protection of, and will adhere to, the Rules and Regulations thereof.

ARTICLE 7
Grievance Procedures

Any grievance or misunderstanding which may arise between the parties concerning the application or interpretation of this agreement shall be acted upon in the manner described below. Time limits at each level of the grievance procedure may be extended by mutual consent. The term grievance shall be defined as an alleged breach of this agreement, or a dispute involving interpretation or application of the contract language.

A. The Union Steward, with the aggrieved employee, shall discuss the grievance or dispute with the immediate supervisor within five (5) days of the date of the grievance, or his knowledge of its occurrence. The immediate supervisor shall attempt to adjust the matter and shall respond to the union steward within five (5) working days.

B. If after a thorough discussion with the immediate supervisor, the grievance has not been satisfactorily resolved, the union steward, shall reduce the grievance to writing and forward to the division head within three (3) working days after the immediate supervisor's response is due. The division head shall respond in writing within three (3) working days after such discussion.

C. If after a thorough discussion with the division head, the grievance has not been satisfactorily resolved, the grievance shall be forwarded to the Chief of Police within three (3) working days. The union steward, and/or the Chairman of the Unit, shall discuss the grievance with the Chief of Police, who shall respond in writing within three (3) working days after such discussion.

D. If after a thorough discussion with the Chief of Police, the grievance has not been satisfactorily resolved, the Chairman of the Unit, and/or the Union Business Representative shall, after written notice, discuss the grievance with the City Manager within five (5) working days after the Police Chief's response is due. The City Manager shall respond with a decision in writing, within five (5) working days after such discussion.

E. Grievance Mediation

Prior to Arbitration, both parties agree to use the Federal Mediation and Conciliation Services, "Grievance Mediation" service procedure, and if no agreement is reached, the parties shall proceed to Arbitration.

F. Arbitration

1. If after receipt of the decision of the City Manager, the grievance has not been satisfactorily resolved, the Union may request arbitration by writing to the City Manager no later than five (5) working days after the receipt of the decision, or the expiration of the time limit set out hereinabove, for the rendering of such a decision, whichever is the later.

2. If any dispute arising under the terms of this agreement is not satisfactorily resolved in the grievance procedures, the parties hereto shall request the Federal Mediation and Conciliation Service to nominate seven (7) arbitrators, all of whom shall be impartial persons qualified to act as arbitrators. The process of selecting the arbitrator shall commence with the City striking the first panelist; then the Union will strike the second panelist; and continue to alternate until completed; the remaining panelist shall be the arbitrator selected to decide the issue.

The arbitrator shall be empowered to rule on all disputes pertaining to the interpretation or application of this agreement. He/she shall have no power to add to, or subtract from, or modify in any way the terms of this agreement, or any other agreement made supplementary thereto. He/she shall not establish or change any basic wage rate already in effect. The arbitrator shall be without power to make decisions limiting

or interfering with the powers, duties, and responsibilities of the City of Gautier under applicable laws and rules and regulations having the force and effect of law. The arbitrator shall be without power to make decisions contrary to or inconsistent with, modifying or varying in any way, the terms of this agreement or of the applicable laws or rules or regulations having the force and effect of law.

At the arbitration hearing, the grievant shall be accompanied by his or her representative, or additional Union representatives, if needed. The arbitrator shall have access to the contract, the grievance, and any evidence provided by the parties. Both parties hereto agree to abide by any decision reached by the arbitrator and to apply the decisions to substantially similar situations arising thereafter, and to eliminate the filing of grievances where possible by the application of precedents. The arbitrator's awards shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted.

The cost of the service of the arbitrator shall be paid entirely by the Union, except when the decision of the Arbitrator is against the City. In such case the cost for service shall be equally shared by the Union and the City.

G. The Union has a right to initiate a system-wide grievance in paragraph C of the grievance procedure without necessarily representing a single grievant.

H. Reserved

I. Employees whose presence is pertinent to the grievance proceedings shall attend the hearings or conference without the loss of pay. The Unit Chairman or union steward shall notify the employees and immediate supervisor that the employee is required to attend the grievance hearing.

J. All decisions at whatever step shall be given immediate effect.

ARTICLE 7A
Limitation of Grievances

It is the intention of the parties that grievances within the jurisdiction of the Civil Service Commission as per MCA, Sections 21-31-1 et. seq., are excluded from the purview of the Grievance Procedure outlined in Article 8, if such grievance can be fairly said to fall within the established jurisdiction of said Commission.

ARTICLE 8
Code of Conduct Rules and Disciplinary Measures

Section 1. PURPOSE

All employees employed by the City of Gautier are members of a team working

together for the main objective of serving our community. Any employee who fails to follow the necessary rules and regulations governing his conduct is not only penalizing himself/herself, but is also doing a disservice to all other City employees. The code of conduct rules are not intended to restrict or impose on the privileges of anyone, but are designed to insure the rights and safety of all City employees and to provide working guidelines to assure equitable and business-like departments to efficiently serve our community.

Section 2. NO LIMITATIONS

In recognition of the fact that each instance differs in many respects from somewhat similar situations, the City retains the right to treat each occurrence on an individual basis, without creating a precedent for other cases which may arise in the future. The City retains the right to suspend any disciplinary action, based on good behavior for a specified term, at its exclusive discretion. Examples given in any rule do not limit the generality of the rule.

Section 3. GUIDELINES

Consideration will be given to the severity of the offense, the cost involved, the time interval between violations, the length and quality of service records, and ability of the employee concerned. In each case, the reason shall be noted in the employee's file. The employee will receive a copy of the stated reason for the penalty and may challenge the decision through the grievance and arbitration procedure, unless the decision falls in the purview of the Civil Service Commission.

A. Notice of Disciplinary Action

In all cases, the City Manager shall notify the employee of the action taken and a copy of such notice will be sent to the Chief of Police for placement in the employee's personnel folder. If the employee is covered by Civil Service, a copy shall be sent to the Civil Service Commission.

B. Use of Past Record

In considering the propriety of a particular disciplinary action, the City shall consider the factors set out in Section 15.4 of the Civil Service Rules and Regulations.

If the discipline proposed is of a minor nature (i.e. Verbal Reprimand, Letter of Reprimand) the City will not take into consideration any prior infractions of City Rules and Regulations which occurred more then one (1) year previously.

C. Suggested Operating Procedure (SOP)

The City shall provide a copy of its Suggested Operating Procedure to every member of the Police Division.

ARTICLE 9
Personnel File Review

It is agreed and understood by and between the parties of this contract, that the City shall maintain a personnel file on each of the employees subject to this contract. It is further agreed and understood that Bargaining Unit members, and/or the Union, shall have reasonable access, during business hours, to his/her personnel file, whether the same is a central file, satellite file, or otherwise. The City agrees to maintain a log of the names, times, and dates of individuals who view, copy, or modify any Bargaining Unit personnel files.

It is further agreed that prior to either, a commendation or disciplinary action, being placed in an employee's personnel file, the employee shall be notified of the same in writing.

ARTICLE 10
Seniority

Seniority shall be defined as the length of continuous service of an employee with the City since the employee's most recent date of hire.

Within ninety (90) days of the effective date of this agreement, the City will establish a department-wide seniority list by rank, showing the name, position, date of employment, and date of appointment to current rank. Upon establishing the seniority list, the City will provide a copy to the Union and Civil Service Commission.

ARTICLE 11
Compensation of Injured Employees

Payment of Workmen's Compensation to all employees, who are disabled because of an injury arising out of, and in the course of, performing their duties with the City, will be governed by the Mississippi State Workman's Compensation Law.

An employee sustaining a lost-time injury, with sick or vacation leave credited to his/her account, may request the Chief of Police to apply their sick or vacation hours in order to obtain pay while absent from duty.

ARTICLE 12
Residency

A. Reserved

B. Reserved

C. Reserved

D. Reserved

E. If the City's employment needs require it, or in a case of individual hardship, the City Manager is authorized to waive, on a case-by-case basis, one or more of the provisions of the City's residency policy as it applies to a particular employee. When a provision is waived by the City Manager, he/she shall file a written report, including the reasons thereof, with the Mayor and City Council within thirty (30) days of granting such waiver.

ARTICLE 13
Employment in Second Jobs

Employees who work on second jobs shall do so with the understanding that such outside employment must not affect the employee's attendance, efficiency, or the reputation of the City service. Prior to beginning employment on a second job, the employee will first notify, in writing, the Chief of Police who shall have the right to disapprove any second jobs.

Employees are allowed to accept incidental employment from other law enforcement agencies without notifying the Chief of Police.

Employees, while working on a second job, shall not use uniforms or equipment supplied by the City.

ARTICLE 14
Leave of Absence

A. Sick Leave

All full-time employees shall earn eight (8) hours, ten (10) hours or twelve (12) hours sick leave depending on the shift assigned for each month.

1. Unused sick leave may be accrued, based on scheduled work week, to the following maximum:

   Scheduled Hours Per Week 40-42
   Maximum Sick Leave Hours Allowed 960 hours

2. An employee who is incapacitated to work shall notify his immediate supervisor, before the scheduled reporting time established by the Chief of Police, giving reason for absence and expected period of absence. If unable to contact his immediate supervisor, he shall notify the on-duty officer. This procedure shall be followed for each day the employee is unable to work, unless prior approval is given by the Chief of Police. The Chief of Police shall determine, to his satisfaction, that an employee was actually too ill to be expected to work. Unless the Chief of Police can determine that fact from his own observation, or otherwise, it will be his duty to require a doctor's certificate before granting sick leave compensation.

3. Upon separation/termination, no payment shall be made for unused sick leave.

4. Sick leave will be granted upon approval of the department head for the following reasons:

   (a) Employee's health

   (b) Employee's health while on vacation

(c) Medical, dental, or optical treatment which is necessary during working hours

(d) Quarantine due to exposure to contagious disease

(e) In connection with workmen's compensation

(f) To care for members of his/her immediate family who are sick or require medical care.

(g) Death of an employee's immediate family. Immediate family shall include: spouse, father, father-in-law, mother, mother-in-law, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparents and grandchildren.

5. An employee making a departmental transfer will retain any unused sick leave to his credit.

6. Abuse of accrued sick leave for the purpose of early retirement is prohibited and may subject an individual to immediate dismissal from City employment with loss of benefits for using said leave.

7. Absence due to sickness or injury which extends beyond an employee's sick leave and vacation is leave without pay.

B. Civil Leave

An employee shall be given time off without loss of pay when performing jury duty; when subpoenaed to appear before a court on City business, public body or commission; when performing emergency civilian duty in connection with National Defense; or for the purpose of voting.

Fees received by the employee while on jury duty shall be turned over to the City.

Witness fees received for services performed in the line of duty, while the employee is on full pay status, shall be turned over to the City.

Leave for court attendance when the employee is the defendant, or engaged in personal litigation, or is a witness in a non-job related matter, shall be charged to his annual vacation leave account, or at the discretion of the employee, shall be counted as excused time, uncompensated by the City.

C. Leave Without Pay

The decision to grant a leave without pay (leave of absence) is a matter of administrative discretion. It shall be incumbent upon the Chief of Police to weigh and determine each case on its own merits. Any leave of absence must have the approval of the City Manager. In each case the City shall make a reasonable effort to return the employee to his/her former position or a similar position of the same

classification in another division. If no opening exists, the employee shall be placed on the eligible register for a period of six months. The Chief of Police is required to adhere to the following practices:

1. He/she must submit personnel action forms placing employees on a leave of absence, without pay, for any period of leave which exceeds thirty (30) consecutive days. The leave of absence will be effective beginning with the first day of absence. Leave without accumulated sick time, and leave without pay for thirty (30) consecutive days or longer, will result in a corresponding adjustment of anniversary and classification dates.

2. An employee granted a leave of absence must keep the Chief of Police informed every three (3) months of his current activity (school, medical, military, etc.). In addition, the member must keep the Chief of Police advised of his current address at all times.

3. An employee who attains either part-time or full-time employment elsewhere, while on an authorized leave of absence, is required to notify the Chief of Police in writing within three (3) days of accepting such employment.

4. Failure to comply with items 2 and 3 above may result in an employee being dropped from leave of absence status, in which case he must return to duty or be dismissed.

5. An employee granted a leave of absence shall contact the Chief of Police at least two (2) weeks prior to the expiration of the approved leave in order to facilitate the reinstatement process.

6. Failure to return to work at the expiration of the approved leave shall be considered an absence without permission and grounds for dismissal.

7. No sick leave or annual vacation will be earned by an employee for the time that the employee is on leave without pay.

D. Educational

Permanent full-time employees may be eligible to receive a leave of absence without pay, not to exceed one full year, for the purpose of furthering their education. Such educational leaves shall be determined upon recommendations of the Chief of Police and with approval of the City Manager. Such educational leave may be extended for an additional one (1) year upon written request by the employee, and upon recommendation of the Chief of Police and with approval of the City Manager. Seniority shall be earned while on Educational leave.

E. Personal

Permanent full-time employees with at least twelve (12) months of continuous service with the City will be eligible to receive leaves of absence without pay, not to exceed thirty (30) days, for personal reasons such as marriage, illness of a family member, disposal of a family estate, funeral for other than immediate family, and other emergencies upon recommendation of the Chief of Police. Seniority shall be earned while on Personal Leave.

F. Sickness

Permanent full-time employees, with at least twelve (12) months continuous service with the City, will be eligible for a leave of absence without pay, not to exceed three (3) months, with an extension up to three (3) months after the exhaustion of the employee's paid sick leave because of prolonged illness of the employee. The request for such leave of absence or extension shall contain the recommendation of the physician and be approved by the City Manager.

G. Military Leave

The City shall grant military leave in accordance with State law, MCA Section 33-1-21, et seq.

H. Family Leave

The City shall grant family leave as provided by Federal laws and regulations.

I. Union Leave of Absence

Should a member become appointed or elected to a full-time Union position, a leave of absence shall be granted for the duration of such appointment, or elected position.

An employee on such leave of absence shall keep the Police Chief advised of his current union position and current address.

An employee on such leave of absence shall contact the Police Chief at least two (2) weeks prior to the expiration of the termination of the appointed, or elected position, to facilitate the reinstatement process.

At the conclusion of said leave of absence, the City shall make a reasonable effort to return the employee to his or her former position or a similar position of the same classification in another division. If no opening exists, the employee shall be placed on the eligible register for a period of not less than six (6) months. After the expiration of the eligibility register, the employee must comply with the Civil Service Rules and Regulations pertaining to Competitive Appointments.

Seniority shall accrue during this leave of absence.

ARTICLE 15
Holidays

A. The following ten (10) days, shall be paid holidays, and those days such as the City Council may designate.

1. NEW YEARS DAY
2. MARTIN LUTHER KING/ROBERT E. LEE'S BIRTHDAY (celebrated the 3rd Monday in January)
3. WASHINGTON'S BIRTHDAY (3RD Monday in February)
4. CONFEDERATE MEMORIAL DAY (last Monday in April)
5. NATIONAL MEMORIAL DAY (last Monday in May)
6. 4TH OF JULY
7. LABOR DAY (1st Monday in September)
8. VETERAN'S DAY (11th day of November)
9. THANKSGIVING DAY
10. CHRISTMAS DAY

Any day fixed by proclamation by the Governor of Mississippi may also be declared a holiday by the City Council and includes:

1. Day after Thanksgiving, and
2. Christmas Eve

B. Certified Officers and dispatchers scheduled to work on a holiday or day designated as such, shall receive their regular rate of pay for each hour worked; plus their Holiday Pay to be figured at their regular rate of pay per hour according to the shift assigned.

C. All employees on a regular scheduled forty (40) hours per week shall not normally be required to work on a Holiday, or a day designated as such, and shall receive their normal rate of pay for that day.

D. Any employee not scheduled to work on a holiday but required to work shall be paid total compensation of double their normal pay rate for each hour actually worked on the holiday.

ARTICLE 16
Vacations

A. All full-time employees shall earn vacation on the following basis:
   1- There are three shifts, according to how you are assigned, comprised of: 8 hours - 10 hours - 12 hours
   2- 0 to 12 months - 1/2 shift a month credit
      13 to 120 months - 1 shift a month credit
      121 + months - 1 1/2 shift a month credit

B. Part-time employees shall not earn vacation time. All full-time employees may accumulate up to 960 hours of vacation time.

C. Vacations may be taken as earned by tenure, and may then be taken only when credited and approved by the Chief of Police.

D. Scheduling

1. Application for vacation shall be made fourteen (14) days in advance of use. The employee's Supervisor, with approval of the Chief of Police, may waive this requirement in extraordinary circumstances. The nature of an employee's job may require the Chief of Police to restrict the scheduling of vacations during certain periods.

2. Employees, who become sick while on vacation, may use sick time for such

periods of illness provided a doctor's certificate is presented to the Chief of Police.

E. Unused Vacation

1. Upon termination of City employment, employees shall be entitled to compensation for no more then thirty (30) days of any earned and unused vacation credited on the effective date of termination. Unused vacation in excess of thirty (30) days shall be counted as creditable service for purposes of the retirement system, as provided in Section 25 - 11 - 103 and 25 - 13 - 5, MCA.

2. Reserved

ARTICLE 17
Death of an Employee or Family Member

Section 1 In the event of the death of a City employee, all accrued wages due, and the wages that would have been paid to such employee during any accumulated vacation, shall be paid to the person designated by such employee, or by law.

Section 2 An employee who has a death in the immediate family will recieve two shifts off with pay. "Immediate Family", shall be defined to mean spouse, parents, stepparents, brother, sister, child/stepchild, grandparents (employees or spouses), grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.

ARTICLE 18
UNION COMMUNICATIONS & MEETINGS

Section 1 Bulletin Board The City will allow the Union to place and maintain one (1) bulletin board in the Police Division facility for the use of the Union. The bulletin board will have an appropriate sign indicating that it is for information relating to the Union; it shall be of a reasonable size to accomplish the purposes hereof and shall be paid for by the Union. Information which is not related to Union business that is placed on the bulletin board may be removed at any time by an official of the Union, without constituting a violation of this agreement. The Chief of Police will designate a conspicuous and dignified place for said bulletin board to be placed.

Section 2 Union Meetings. The Union shall be allowed the use of the City court room for regular and special meetings so long as those meetings do not interfere with other scheduled meetings.

ARTICLE 19
Insurance

Section 1 - The City will pay $317.17 Single, $456.38 Employee and Child, $562.03 Employee and Spouse, and $760.96 Family per month for insurance coverage on the City's group hospital, medical and life insurance for each of the Police Division members. If this amount is not used, the employee may wish to purchase additional insurance (through the City Group Plan) such as dental and cancer policies.

Section 2 - The City shall maintain an Insurance Committee for the purpose of evaluating and recommending to the City Council the best plan possible within the City for the City's Group hospital, medical, life and dental insurance. The Committee shall be composed of employees from each department. The City Manager

shall approve and formally recognize the representatives. The Deputy City Clerk shall chair the Committee. The City's Insurance Agent of Record shall be an advisor to the Committee. The Union Business Manager shall ensure a representative from the Police Department will participate on the Committee. The Committee Chairperson shall call meetings as needed to discuss health and insurance matters - particularly renewal of coverage with associated costs versus benefits provided. Minutes shall be kept and made available to all those interested.

Section 3 - Nothing in this paragraph, however, shall preclude the City from paying a greater amount should it elect to do so.

ARTICLE 20
Uniforms and Other Equipment

A. The City will supply uniforms, shoes/boots, including leather goods and firearms. Uniforms shall meet the requirements of the Department of Public Safety's Suggested Operating Procedures Manual.

Leather goods shall include at least the following:

2 1/4 inch wide gun belt
4 belt keepers
Weapon holster for City Issued weapon
Handcuff case
Speed loader case\magazines
Radio holder
Radio pouch
I.D. case
Badge clip (detectives)
PR 24 or ASP holder
Flashlight holder

Additional equipment to be supplied to each officer shall include at least the following:

Firearm (City to determine specific model & caliber)
Walkie-talkie
PR 24 or ASP (officer's choice, provided he/she is properly certified)
Handcuffs
2 Speed loaders\magazines
Aluminum report holder
Aluminum ticket book holder
Rainwear
N.I.J. approved body armor
Foam Pepper Spray and Leather Holder

B. Each employee of the Police Division shall be reimbursed for the replacement of personal effects that have been damaged, lost, or stolen while in the performance of duty. Personal effects are items that are required to perform official duties such as, watch, eyeglasses, or firearm.

C. There shall be a clothing allowance afforded to Bargaining Unit

employees in the "Detective Ranks", in the amount of five hundred ($500) dollars per year.

ARTICLE 21
Out of Rank Pay

Except in the case of relief during vacation, employees shall receive six percent (6%) above their present pay rate when filling any higher rank in which he or she may serve for more then three (3) consecutive work shifts. Out of Rank pay shall be retroactive to the first (1st) shift worked. The Chief of Police shall notify the employee of every temporary assignment.

ARTICLE 22
Hours Worked

A. Normal Schedules

1. Police Officers. The scheduled hours worked for uniformed sworn personnel with powers of arrest, covered by this agreement, shall be 168 hours per 28-day work cycle. Overtime shall be paid at a rate of time and one-half to those police officers actually working more than 168 hours in a 28-day work cycle.

2. Detectives and Non-uniformed. The scheduled hours worked for non-uniformed sworn personnel with powers of arrest, covered by this agreement, shall be 160 hours per 28-day work cycle. Overtime shall be paid at a rate of time and one-half to those detectives actually working more than 160 hours in a 28-day work cycle.

3. Dispatchers. The scheduled hours worked for uniformed dispatchers, covered by this agreement, vary from 36 hours to 48 hours per seven (7) day work cycle. Overtime shall be paid at a rate of time and one-half to dispatchers actually working more than 40 hours in a seven (7) day work cycle.

4. Office and Other. The scheduled hours worked for office and other employees, including the animal warden, shall be 40 hours per seven (7) day work cycle. Overtime shall be paid at a rate of time and one-half to office and other employees actually working more than 40 hours in a seven (7) day work cycle.

5. Working Out of Classification. All employees who may be assigned work, outside their normal classification, on a temporary, regular, or irregular basis shall not assume the work schedule of the temporary assignment for computation of overtime or compensatory time.

For example: Police Officers and Detectives who may work as a Dispatcher from time to time shall not be considered as being on a 40-hour work week. Detectives may be assigned to shifts and therefore, required to work 168 hours in a 28-day work cycle.

B. Computation-2. Military leave, incident leave, shall be considered as hours worked for the purpose of computing eligibility for overtime pay. Sick leave shall be considered as hours worked for the purpose of

computing overtime pay with the limitation that each employee may use a maximum of 48 hours of sick leave per calendar year at his/her option for this computation.

ARTICLE 23
Minimum Safe Work Force

The Union and City mutually agree that in order to maintain safe and efficient standards and provide for minimum supervision, a policy shall be adopted whereby the City will make every effort to maintain a minimum of four (4) patrol officers on duty at all times. These officers shall be full-time officers who meet the minimum standards as set forth by the State of Mississippi. At least one of these four officers shall be of supervisory rank, such as a Captain or Lieutenant.

ARTICLE 24
Court Time

Bargaining Unit employees, waiting to testify or testifying in cases in which they are witnesses, shall be considered to be on duty while attending City Court, Justice Court, County Court, Circuit Court, Grand Jury, or Federal Court in all cases resulting from performance of their duties,

The administrative officer of the Police Division shall maintain a log book in which the member shall sign, date, and show the court for which an appearance is made, the time begun, and the time ended for all courts.

ARTICLE 25
Call Back

Police Division employees required to come to work on off-duty hours, due to an emergency or other urgent situation, shall be compensated for actual time worked but not less then two (2) hours.

ARTICLE 26
Wages

Section 1, (A). It is agreed by the City that the Union shall be allowed to participate in input and germane to defining wage criteria on any formal surveys requested by the City, such as the Stennis Salary Study 2000. It is further agreed, if such indicates changes in the wage structure, that the City Manager and the Union Business Manager may set schedules to negotiate those wage impacts and that this will be conducted in a timely manner for preparation of a coming year's budget.

(B) It is agreed that by the first Friday in February, in the year 2001, and each year thereafter, the Union and City will set the schedule for economic negotiations that will cover Articles 15, 16, 19, 26, 26A; and that a best offer shall be presented to the Union for membership vote no later then August 15th in the years 2001 and 2002 and each year thereafter.

(C) It is agreed that a list of items, germane to defining wage criteria and requested by the Union to be included in any formal study, having been concurred with by the City, shall be a part of the salary study, as indicated in Section 1 (A).

(D) A Patrolman will be advanced to Senior Patrolman after the fifth year as a Patrolman, based on satisfactory performance during preceeding years, and will be commensurate with a longevity step increase.

(E) Provided an opening occurs, any member of the patrol ranks, with three years, may apply for a Lieutenants position and can be promoted, provided they meet all requirements for the Lieutenant's position.

(F) Patrol rank grades are as follows:
- a- Grade 08 - Probationary
- b- Grade 09 - Patrolman
- c- Grade 09 - Senior Patrolman
- d- Grade 10 - Lieutenant
- e- Grade 12 - Captain

(G) Detectives, non-uniformed rank grades are as follows:
- a- Grade 09 - Detective
- b- Grade 10 - Lieutenant
- c- Grade 12 - Captain

Section 2 - (A) The basic wage rates are those approved by the City Council on 7-18-2000 and designated as being effective 7-15-2000, Exhibit "A-Extract Police" attached to this agreement.

(B) The matrix for computing wages for future increases shall be the wage schedule approved 7-18-2000 by the City Council as Exhibit "B" attached to this agreement. This may be adjusted in accordance with Section (D).

(C) On October 1, 2000, there shall be a step increase set for Bargaining Unit employees, and the step increase shall be performance based. The Union shall be advised of any Bargaining Unit employee whose performance is deemed unacceptable, in which an averaging rating of three (3) on the evaluation is not achieved. Such an employee shall be advised as to why the performance rating is not acceptable. Such an employee shall be given appropriate corrective steps with corresponding time stipulations to remedy unsatisfactory performance.

(D) Wage Protection Plan. The City Council under its authority to approve and set wage rates shall yearly review with the City staff the consumer price index for public employees in the Southeastern sector of the United States and determine if a cost of living adjustment is appropriate.

Section 3. It is also agreed that the City Manager will meet with the City Council to increase wages by an additional $300.00 between the contract ratification date and the new budget being set in October, 2000. This wage increase will be spread over the period beginning with the first pay period, after approval of the contract by the City Council, and the budget set in October 2000.

Section 4. It has been agreed that efftive with the begginning of the new budget October 1st, 2003 ALL bargaining unit employees shall recieve a Seven Percent (7%) increase from their current rate of pay with the exception of the dispatchers who shall recieve an overall increase of $1.50 per hour as their hourly rate of pay. All additional provisions of the agreement regarding premium pay annd holiday pay shall apply.

Section 5. The City Manager the Unit Chairman as well as the Business Manager shall meet as necessary to determine the current "matrix" or establish wage progressions based on agreed upon methods approved by the membership of the Bargaining Unit. This will be prior to economic talks opening in November 2004

ARTICLE 27
Savings Clause

In the event any provisions of this Agreement shall be held to be invalid, unconstitutional, or unenforceable by any final adjudication of any court of law, then that provision, or provisions, shall immediately be considered null and void, and the remainder of the Agreement shall not be affected thereby, but shall continue in full force and effect. Further, in the event that the Attorney General of the State of Mississippi renders an opinion that any provision of this Agreement is invalid, unconstitutional, or unenforceable, then the adherence to that provision or provisions shall be abated, or suspended, until any court of law renders a final adjudication on that provision.

ARTICLE 28
Non-Discrimination Clause

There shall be no discrimination against any person in recruitment, examination, appointment, training, promotion, retention, or any other personnel action because of political or religious opinions or affiliations, or because of race, color, creed, sex, age (except when such is a bona fide requirement of a particular position), union membership, national origin, or any non-merit factors.

ARTICLE 29
Complaints

Section 1 Complaints

A citizen's complaint against an officer that may result in a disciplinary action must be made in the form of a sworn affidavit. This citizen's complaint affidavit form will also include a warning that a false statement may subject the affiant to civil liability.

Section 2 Investigatory Complaint

In the event a non-criminal complaint is made against any employee in which an internal investigation is warranted, the accused member shall be notified, in writing, of the investigation prior to the initiation of said investigation. Before any disciplinary action is taken, there shall be a meeting consisting of the department head, the member, his immediate supervisor, union representative, a legal representative of the employee's choosing, and the person making the complaint in order for the complaint to be heard. If the person making the complaint refuses to attend the hearing, the complaint shall be expunged.

In addition, before any written complaint, employee notice, or warning is placed in an employee's personnel file, it shall be reviewed and initialed by the employee and the department head.

ARTICLE 30
Tuition

The City may pay tuition for job-related educational courses provided these conditions and guidelines are met and followed:

1. The course must be approved by the Chief of Police and the City Manager prior to enrollment.

2. The course must be job-related and in the best interests of the City.

3. The course must be offered by an accredited institution.

4. The City shall reimburse the employee for tuition only after completion of the course and with the following proof of grades:

    a. A grade of "A" - 100%
    b. A grade of "B" - 80%
    c. A grade of "C" or "pass" on a pass-fail basis - 70%
    d. All grades less than "C" - 0%

5. No employee shall he eligible for reimbursement for more than one course per semester. No duplicate payments shall he made e.g., Veterans' Administration, Pell Grants, etc.

6. Only full-time permanent employees are eligible for tuition reimbursement. Employees must attend classes during off-duty hours.

7. No authorizations for reimbursement shall be made for more money than is allocated by the City by budget line-item educational reimbursement.

ARTICLE 31
Incident Leave

Permanent full-time and probationary full-time employees shall be granted Incident Leave with full pay, and without loss of sick leave or vacation leave, not to exceed ten (10) consecutive scheduled work shifts, upon request by the member to the department head. This may be extended by five (5) more consecutive work shifts; only the extended shifts require department head approval. The Incident Leave shall go into effect in the event an employee becomes involved in an incident that results in death or serious bodily injury.

A. An employee who is directly involved in an incident, which results in the death of another person, shall be granted the full ten (10) consecutive work shifts under the above outlined incident leave, with the option of requesting the additional five (5) consecutive work shifts.

B. An employee covered under Section A, who remains away from work for more than three (3) work shifts, will be required to visit a psychologist or a psychiatrist for a minimum of five (5) counseling sessions. The counseling sessions may be extended to ten (10) sessions at the request of the employee, or the counselor, and upon the approval of the department head. The City of Gautier agrees to pay any portion of the fees, not covered by insurance, for each counseling session

attended by the employee.

C. An employee who is indirectly involved in the death of another police officer whom he/she is assisting, shall be covered under Section A, but with a maximum limit of five (5) consecutive work shifts. The employee shall have a minimum of three (3) voluntary counseling sessions, not to exceed a maximum of six (6) sessions. That portion of the voluntary counseling session fees, not paid by insurance, will be paid by the City.

D. An employee who is directly involved in the serious bodily injury to another person, as a result of the employee's actions, shall be covered under Section B of Incident Leave, upon approval of the department head.

E. All employees are covered under this article, whether they are on duty or off duty, provided the incident is job related.

F. All employees shall be afforded the opportunity of being assigned to light duty for a maximum of twenty (20) work shifts in addition to counseling.

ARTICLE 32
Reserved

ARTICLE 33
Training

The City and the Union are in agreement that it is in their best interest to have as many employees as possible participate in professional and educational and training courses whenever they are available.

A. The Chief of Police shall arrange all compulsory courses and training programs in such a manner as to meet the minimum standards as set forth by the State of Mississippi.

B. Whenever an employee is attending compulsory courses or training programs, he/she will earn wages at the rate and schedule to which he/she was originally assigned.

C. The Department shall post on the bulletin boards announcements of all courses to be given, whether they are compulsory for a segment of the staff, prerequisites to promotion or improved assignment, or optional for the purpose of improving the professional standing of the officer or department. All eligible members shall have an opportunity to bid for the prerequisite and optional courses.

ARTICLE 34
Terms of Agreement

This agreement shall be valid and binding upon both parties until November ___, 2004. Negotiations for Economics shall be done in accordance with Article

26, Section 1, (A), (B). Negotiations for all other Articles and their Sections shall begin no later than ninety (90) days prior to the termination date of this agreement, and every three years thereafter. Both parties hereby agree to meet as often as necessary and to use all good faith towards the modification and/or extension of this agreement. In the event a new agreement has not been reached by the expiration date noted, the above terms and conditions agreed to shall be extended until such time that a new agreement has been reached.

This agreement shall inure to the benefit of, and be binding upon, the successors and assignees of the respective parties hereto.

This agreement shall be effective on and after 6:00 a.m., local time, October 1, 2003, which is the beginning of the pay period immediately following execution of the contract by all parties.

IN WITNESS WHEREOF, the parties hereto have set their hands this 1st day of October, 2003.

BY: _____
CITY CLERK

BY: _____
CITY MANAGER

BY: _____
BUSINESS MANAGER/FINANCIAL SECRETARY
IBEW, LOCAL UNION 733

BY: _____
CHAIRMAN, IBEW UNIT FIVE - GPD

BY: _____
COMMITTEE MEMBER

BY: _____
COMMITTEE MEMBER

BY: _____
COMMITTEE MEMBER

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 160-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the existing labor agreement between the City of Gautier and the Gautier Fire Fighters Association – IAFF Local 3290 is not ratified and that the City Manager is hereby authorized to enter into negotiations with union for new contract.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilman Guillotte, seconded by Councilwoman Martin and the following vote was recorded:

AYES: **Gordon Gollott**
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Mary Martin
Rusty Anderson
Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 16, 2013.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Jason Pugh, Human Resources Director

Date: 07/11/13

Subject: Ratification of labor agreement between the City of Gautier and the Gautier Firefighters Association, IAFF Local 3290

BACKGROUND:
The contract between the City and the Gautier Firefighters Association was last negotiated in August of 2004.

DISCUSSION:
Mississippi Annotated Code 31-7-57(2) establishes that a new council must ratify all contracts prior to invoice and expenditures.

RECOMMENDATION:
The City Council may:

1. Ratify the contract; or
2. Not ratify the contract and authorize the City Manager to enter into negotiations on the terms of the contract; or
3. Disapprove the Contract

ATTACHMENT(S):
Copy of Labor Agreement between the City of Gautier and the Gautier Firefighter's Association.

XC: L. Green
8-26-04
10-20-04

INDEX PAGE FOR 2004 CONTRACT BETWEEN CITY OF GAUTIER - GAUTIER, MISSISSIPPI AND GAUTIER FIRE FIGHTERS ASSN - IAFF LOCAL 3290

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CONTRACT BETWEEN THE CITY OF GAUTIER, MISSISSIPPI AND THE GAUTIER FIREFIGHTERS ASSOCIATION, LOCAL 3290 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, A.F.L. - C.I.0. - C.L.C.

PREAMBLE

The following contract, by and between respectively, the City of Gautier, hereinafter referred to as City, and Local 3290, Gautier Firefighters Association, A.F.L.- C.I.O., hereinafter referred to as the Union, is designed to maintain and promote a harmonious relationship between the City of Gautier and such of its employees who are within the provision of this contract, in order that more efficient and progressive public service may be rendered; and further, to insure true collective bargaining between the parties hereto. This contract shall be interpreted in a manner consistent with State Laws and City Civil Service Rules and Regulations.

ARTICLE 1
PUBLIC EMPLOYEES

The Fire Department and the individual members of the Union are to regard themselves as public employees, and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

ARTICLE 2
RECOGNITION

A. The City hereby recognizes that the Union is the sole exclusive representative of all employees of the Fire Department, with the exception of the Fire Chief, Fire Marshal, and the Department Secretary, for the purpose of collective bargaining with respect to wages, hours of work, and conditions of employment.

B. The City agrees not to discharge or discriminate against employees of the Fire Department because of Union membership or Union activities.

C. The Union agrees not to discriminate against any employee because he/she refuses to join the Union.

ARTICLE 3
EMPLOYMENT AND PROBATION

Applications for employment in the Fire Department and probation periods shall be the same as and according to the State Laws and City Civil Service Rules and Regulations. All persons covered under this Contract shall be entitled to all employee benefits of employment after a six (6) month probationary period with an allowance of up to a six (6) month extension period, for the completion of the State Fire Academy.

ARTICLE 4
NO STRIKE CLAUSE

A. The Union agrees there shall be no strike, slowdown, stoppage of work or any interference with the efficient management of the Fire Department.

B. The City agrees in return that there shall be no "lockout" of the employees of the Fire Department.

ARTICLE 5
UNION RIGHTS
NEGOTIATION LEAVE

A. Members of the Union Negotiation Committee who attend meetings between the City and Union for the purposes of negotiating the terms of a contract, at the time the employees are scheduled for duty, shall be on duty while attending such meetings.

B. The members of the Union Grievance Committee shall be considered on duty while attending meetings between the City and the Union for the purposes of processing grievances, provided the employees are scheduled for duty at the time of the meeting.

C. If on duty, employees whose presence is required at a grievance meeting or hearing shall be considered on duty while attending the meeting or hearing.

D. If the City requires an employee to attend a meeting, the employee will be considered on duty for the purpose of attending the meeting.

E. Meetings for the purpose of negotiating contracts or grievances with the city and requiring the City Manager involvement will be held at City Hall. General meeting of the Grievance Committee will be conducted at Central Fire Station. If City business interferes with a meeting being held at City Hall, then the meeting will be held at a place agreed upon by all parties involved.

F. If there is any business pertaining to the Union to be brought up at City Council or Civil Service meetings, then the Union designees that are on duty shall be allowed to attend. They will respond from City Hall if necessary.

G. Employees elected or appointed to Union office shall be granted reasonable time off without pay to conduct authorized Union business. Request for time off pursuant to this Article shall be submitted in accordance with the City's Leave Request Procedure. Permission for such time off may be granted as long as proper staffing levels are maintained, but permission for time off shall not be unreasonably withheld. Such time off shall not result in any extra cost to the City.

ARTICLE 6
MANAGEMENT RIGHTS

A. It is understood that the management and direction of the working force are vested in the City Council as the employer, and the City Manager as the Administrator for the Council as authorized by Mississippi law and the

applicable Civil Service Rules and Regulation.

B. The City agrees to publish any new or modified work rules to be distributed to the employees and the Union two (2) weeks prior to implementation. The Union retains the right to challenge the application or interpretation of new or modified rules through the grievance and arbitration procedure.

C. The City Managers duties and authority are delineated by Mississippi law.

D. Seniority and layoffs will be governed by the Civil Service Rules and Regulations. The Fire Department is covered by Civil Service and is entitled to the protection of, and will adhere to, the Rules and Regulations thereof.

ARTICLE 7
GRIEVANCES AND PROCEDURE

A. Any grievance or misunderstanding which may arise between the City and the Union or between the City and any Union member or members, concerning the application or interpretation of this Agreement shall be acted upon in the manner described below. Time limits at each level of the Grievance Procedure may be extended by mutual consent.

B. The Union shall designate a three or five member Grievance Committee, one of whom shall be designated Chairman and another of whom shall be designated its Secretary. Members of the Grievance Committee who are on duty shall be afforded such time off, with pay, as is necessary to attend the business thereof. The Committee shall hold regularly scheduled meetings, with at least one meeting scheduled per month, and shall have full access to all Fire Houses for the transaction of legitimate Committee business after notice and approval of the Fire Chief.

C. Any fireman, or group thereof, who has any complaint or grievance, may elect to utilize this procedure in the resolution thereof. However, the existence of this procedure does not preclude the informal resolution of a grievance by other means and this procedure may be abandoned at any time by the complaining party or parties before initiation of a grievance through

the procedures outlined below. A complainant shall attempt to resolve said grievance through the Chain-of-Command.

Step 1. The complaining party or parties electing this procedure shall do so by presenting their complaint to the Union Grievance Committee within thirty (30) days of occurrence. Those grievances not filled within the thirty (30) day time limit will be judged as non meritorious. The Union Grievance Committee shall cause an investigation of the complaint to be made. If the complaint is determined not meritorious, the Committee Secretary shall present a written statement of rejection of the grievance to the complaining party together with the reasons therefore. If the complaint is determined meritorious, the Committee Secretary shall prepare a written statement of the grievance and present same to the Fire Chief. The Committee shall make a determination within ten (10) days (exclusive of weekends and holidays) of the presentation of a grievance to the committee. All grievances meritorious or not will be forwarded to the Chief.

Step 2.

a. Within ten (10) days (exclusive of weekends and holidays) the Fire Chief shall rule upon any grievance presented to him. He may reject the grievance in whole or in part, or rule favorably thereon. A rejection, in whole or in part, shall be in writing with reasons for rejection ascribed and copies of said rejection being presented to the complaining party or parties and to the Grievance Committee Secretary, together with the written grievance statement originally presented to him. The complaining party or parties or Grievance Committee Secretary, may request a hearing on any grievance by written request to the Fire Chief upon presentation of a grievance to him, or upon written request therefore prior to the expiration of the time allowed for the Fire Chief's decision. The Fire Chief shall schedule such hearing within ten (10) days (exclusive of weekends and holidays) of the request thereof at a time convenient to all concerned. Fire Department Personnel shall have time off, with pay, for appearance at such hearings. After such hearing, the Fire Chief shall have ten (10) days (exclusive of weekends and holidays) to render a decision on the grievance presented.

b. Within ten (10) days (exclusive of weekends and holidays) of receipt of a written rejection, an aggrieved party may appeal said rejection to the City Manager by presentation to him of the original written grievance statement, a copy of the Fire Chief's written reasons for rejection, and a rebuttal to the Fire Chief's report if desired.

Step 3. Within ten (10) days (exclusive of weekends and holidays) the City Manager shall rule on any grievance presented. He may accept, reject, or modify the Fire Chief's decision. He shall make a short written statement of his decision and present copies there of to the complaining party or parties and the Grievance Committee Secretary. The Grievance Committee Secretary may request a hearing on any grievance by written request to the City Manager upon presentation of a grievance to him, or upon written request therefore prior to the expiration of the time allowed for the City Manager's decision. The City Manager shall schedule such hearings within ten (10) days (exclusive of weekends and holidays) of the request therefore at a time convenient to all concerned. Fire Department personnel shall have time off, with pay, for appearance at such hearings. After such hearing, The City Manager shall have ten (10) days (exclusive of weekends and holidays) to render a decision on the grievance presented. Within ten (10) days of the City Manager's decision on a Step 3 grievance, any aggrieved party may serve notice of the appeal thereof to binding arbitration. Prior to arbitration, both parties agree to use the Federal Mediation Conciliation Services, Grievance Mediation Procedure, and that if no agreement is reached, the parties shall proceed to arbitration.

Step 4.

a. It is hereby agreed that arbitration may be resorted to as the ultimate step in the Grievance Procedure herein contained and that, when resorted to, arbitration shall finally decide all disputes referred thereto. The result there obtained shall be binding on the City, Union, and members thereof.

b. Arbitration shall be effected by forwarding a request of the Federal Mediation and Conciliation Service to nominate one principal and four alternates, all of whom shall be impartial persons qualified to act as arbitrators. The process of selecting the Arbitrator shall commence

with the City striking the first panelist; then the Union will strike the second panelist; the City will strike the third panelist; the Union will strike the fourth panelist; and the remaining panelist shall be the arbitrator selected to decide the issue.

c. The Arbitrator shall hear said dispute and determine the same in accordance with the published procedural rules of the American Arbitration Association. All written proceedings required in the first three steps of the Grievance Procedure herein outlined shall be turned over to the Arbitrator. The Arbitrator's decision shall be binding not only as to the specific issue or issues presented, but shall also serve as precedent as to future grievances.

d. If the Arbitrator determines that the Union or the City has willfully disregarded a prior arbitration decision, or that either of them has willfully disregarded the provisions of this Contract in the handling of any grievance or dispute, then the Arbitrator shall tax all cost of arbitration against such party. Otherwise, the cost of arbitration shall be borne one-half by the Union and one-half by the City.

e. Both parties hereto agree to abide by any decision reached by the arbitrator and to apply the decisions to substantially similar situations arising thereafter, and to eliminate the filing of grievances where possible by the application of precedent. The power of the Arbitrator shall extend to the application and interpretation of the provisions of this Contract. The Arbitrator's awards shall be in writing and shall set forth the Arbitrator's opinion and conclusions on the issues submitted.

f. If either party to this Agreement refuses to submit to arbitration, the other party hereto may elect to regard such refusal as a complete and total breach of this Agreement and by written notice to such party terminate all its duties, responsibilities and liability under the terms hereof, and said Agreement shall be of no further effect.

g. All grievances and proceedings therefore shall be timely dated. Failure to render a timely decision may be regarded as denial of the complaint. All decisions at whatever step shall be given immediate

effect and be acted upon in a reasonable amount of time. Any Fire Department employee who processes a grievance, appears at a hearing thereon, and who misses work because thereof, shall be paid as if he did not miss work. Grievance Committee members and any employee processing a grievance shall have access to all Fire Stations for the purpose of investigation of said offense.

ARTICLE 8
LIMITATION OF GRIEVANCES

It is the intention of the parties that grievances within the jurisdiction of the Civil Service Commission, as per Mississippi Code of 1972, Sections 21-31-1 et seq., are excluded from the purview of the Grievance Procedure outlined in Article 7, if such grievances can be fairly said to fall within the established jurisdiction of said Commission.

ARTICLE 9
CODE OF CONDUCT RULES AND DISCIPLINARY MEASURES

A. All employees employed by the City of Gautier are members of a team working together for the main objective of serving our community. Any employee who fails to follow the necessary rules and regulations governing his conduct is not only penalizing himself/herself, but is also doing a disservice to all other City employees. The code of conduct rules are not intended to restrict or impose on the privileges of anyone, but are designed to insure the rights and safety of all City employees and to provide working guidelines to assure equitable and business-like departments, to efficiently serve our community.

B. In recognition of the fact that each instance differs in many respects from somewhat similar situations, the City retains the right to treat each occurrence on an individual basis, without creating a precedent for other cases which may arise in the future. The City retains the right to suspend any disciplinary action, based on good behavior for a specified term, at its exclusive discretion.

C. Consideration will be given to the severity of the offense, the cost involved, the time interval between violations, the length and quality of service records, the ability of the employee concerned in each case, the reason shall be noted in the employee's file. The employee will receive a copy of the stated reason for the penalty and may challenge the decision through the grievance and arbitration procedure, unless the decision falls in the purview of the Civil Service Commission.

D. Procedures.

1. **Notice of Disciplinary Action.**

In all cases, the City Manager shall notify the employee of the action taken and a copy of such notice will be sent to the Fire Chief for placement in the employee's personnel folder. If the employee is covered by Civil Service, a copy shall be sent to the Civil Service Commission.

2. **Use of Past Record.**

In considering the propriety of a particular disciplinary action, the City shall consider the factors set out in Section 15.4 of the Civil service Rules and Regulations. If the discipline proposed is of a minor nature (i.e., Verbal Reprimand, Letter of Reprimand), the City will not take into consideration any prior infractions of City Rules and Regulations which occurred more then one (1) year previously.

3. **Suggested Operating Guidelines (SOG).**

The City shall provide a copy of its Suggested Operating Guidelines to all Fire Department personnel.

E. Employee's Labor Relations Rights.

Management and the Labor force will respect the rights of each group , and conduct themselves in a manner respectful of those rights as defined and explained under legislation and court rulings in the United States of America

ARTICLE 10
PROMOTIONS, REMOVAL, TEMPORARY DISCHARGE AND REINSTATEMENT

A. **Promotions.**
All promotions within the Department shall be according to the City Civil Service Rules and Regulations.

B. **Removal.**
Removal of personnel other than probationary employees, from any position in the Fire Department shall be effected in accordance with City Civil Service rules and regulations.

C. **Temporary Discharge and Reinstatement.**
Any temporary discharge and reinstatement of personnel shall be according to City Civil Service rules and regulations.

D. **Lateral Employment Transfers.**
The Fire Chief may accept lateral transfers for entry level firefighter positions, if said candidate holds a current Mississippi Minimum Standards certification. Lateral transfers are subject to, all Articles of this collective bargaining agreement.

ARTICLE 11
PERSONNEL FILE REVIEW

A. It is agreed and understood by and between the parties of this Contract, that the City shall maintain a personnel file on each of the employees subject to this contract. It is further agreed and understood that Fire Department members and/or the Union shall have reasonable access to his/her personnel file, whether the same is a central file, a satellite file or otherwise, during reasonable business hours. The City agrees to maintain a log of the names, times, and dates of individuals who view, copy, or modify any Fire Department personnel files.

B. It is further agreed that prior to either, a commendation or disciplinary action, being placed in an employee's personnel file, the employee shall be notified of the same in writing.

ARTICLE 12
SENIORITY

A. Seniority shall be defined as the length of continued service of an employee with the City since the employee's most recent date of hire.

B. Within ninety (90) days of the effective date of this agreement, the City will establish a department-wide seniority list by rank, showing the name, position, date of employment, and date of appointment to current rank. Upon establishing the seniority list, the City will provide a copy to the Union and Civil Service Commission.

C. Retirement shall be in accordance with State law.

ARTICLE 13
COMPENSATION OF INJURED EMPLOYEES
SAFETY

A. Compensation to Injured Employees.

1. Payment of Worker's compensation to all employees who are disabled because of an injury arising out of and in the course of performing their duties with the City will be governed by the Mississippi State Worker's Compensation Law.

2. Each employee will have an Injured-on-Duty (IOD) leave bank of 500 hours that will be used to obtain pay while off due to an IOD. This IOD leave bank will be for each year from October 1 through September 30. This leave will be used in conjunction with the workers compensation to maintain an employee's pay while off IOD.

3. If this IOD leave bank is exhausted, an employee sustaining an IOD with sick and vacation leave credited to his account may request the shift Captain to request sick and vacation hours in order to obtain pay while absent due to an IOD.

B. **Safety Equipment Devices**

The City will provide proper and necessary safety equipment and devices for employees engaged in work where special equipment and devices are necessary. Such equipment and devices, where provided, must be used. Employees who fail to use provided equipment or devices will be subject to disciplinary measures. The City will exercise due diligence in replacing badly worn or damaged safety devices. Safety issues will be brought to the attention of the Fire Chief, in writing. Safety devices not sanctioned by the City will not be used without written permission from the Fire Chief.

C. Infectious Disease Control

In an attempt to control the spread of infectious disease and to maintain a healthier workforce, a program will be established to provide periodic testing for AIDS, Hepatitis, and Tuberculosis.

ARTICLE 14
RESIDENCY

A. All employees of the Fire Department that are covered by this contract shall be a resident of Jackson County, Mississippi, or, if not a resident shall become a resident, within six (6) months after being hired (City Ordinance 70-93).

B. In the event that the ordinance is changed and the employees of the Fire Department are required to be residents of the City, then the employees that already live out of the City will not be required to move back into the city.

ARTICLE 15
EMPLOYMENT IN SECOND JOBS

A. Employees who work on second jobs shall do so with the understanding that the Fire Department is their primary job and that such outside employment must not affect the employee's attendance, efficiency, and/or the reputation of the City.

B. Employees are allowed to accept incidental employment from other Fire protection agencies without notifying the Fire Chief.

C. Employees, while working a second job, shall not use uniforms or equipment supplied by the City.

D. Employees who take other employment must notify their immediate supervisor of their employment and the supervisor must inform the fire chief within twenty-four (24) hours.

ARTICLE 16
LEAVE OF ABSENCE

A. **Sick Leave**

1. Sick Leave shall be paid as follows:

   a. Sick leave shall be earned by all employees, but may not be used or paid until the employee shall have completed six (6) months of continuous employment.

   b. Sick leave shall be based on a full calendar month. Sick leave shall be granted to all members of the Fire Department. Sick leave shall be earned at a rate of six (6) shifts per year (twelve hours per month) of service with the Fire Department and shall be allowed to accumulate up to nine-hundred-sixty (960) hours.

   c. A full-time employee shall earn Twelve (12) hours sick leave for each month. Sick leave may not be used or paid until the

employee shall have completed six (6) months of continuous employment, except in the case of an on-the-job injury or, Funeral leave.

d. Sick leave shall be allowed to accumulate up to nine hundred sixty (960) hours. Sick leave accumulated by an employee shall be credited to their Personnel record.

e. Requests for use of accumulated sick leave shall be made in accordance with the City's established procedures.

f. Upon separation/termination, no payment shall be made for unused sick leave.

2. Sick leave will be granted upon approval of the Fire Chief for the following reasons:

a. Employee's health,

b. Employee's health while on vacation,

c. Medical, dental, or optical treatment which is necessary during working hours,

d. Quarantine due to exposure to contagious disease,

e. In connection with workmen's compensation

f. To care for members of his/her immediate family who are sick or require medical care, and

g. Death of an employee's immediate family member defined as follows: Spouse, father, step-father, father-in-law, mother, step-mother, mother-in-law, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandparent in-laws, and grandchildren.

3. An employee making an intra-city departmental transfer will retain any unused sick leave to his credit.

4. Abuse of accrued sick leave for the purpose of early retirement or expenditure prior to accepting employment outside the City of Gautier is prohibited and may subject an individual to immediate dismissal from City employment with loss of benefits for using said leave.

5. Other members of the Fire Department shall be allowed to donate hours (if they so desire) from their leave record to the employee that is out of time. This would have to be in writing and following City procedure # 2.20, approved by City Council Order #74-99 on August 3, 1999 and on August 11, 1999.

6. Absence due to sickness or injury which extends beyond an employee's sick leave and vacation leave is without pay.

B. **Civil Leave**

1. An employee shall be given time off without loss of pay when performing jury duty, when subpoenaed to appear before a court on City business, public body or commission, when performing emergency civilian duty in connection with National Defense, or for the purpose of voting.

2. Fees received by the employee while on jury duty shall be turned over to the City.

3. Witness fees received for services performed in the line of duty, while the employee is on full pay status shall be turned over to the City.

4. Leave for court attendance when the employee is the Defendant, or engaged in personal litigation or is a witness in a non-job related matter, shall be charged to his annual leave account, or counted as excused time uncompensated by the City, at the discretion of the employee.

C. **Leave Without Pay.**

The decision to grant a leave without pay (leave of absence) is a matter of administrative discretion. It shall be incumbent upon the Fire Chief to weigh and determine each case on its own merits. Any leave of absence must have the approval of the City Manager. In each case the City shall make a reasonable effort to return the employee to his/her former position or a similar position of the same classification in another division. If no opening exists, the employee shall be placed on the eligible register for a period of six (6) months. The Fire Chief is required to adhere to the following practices:

1. He/she must submit personnel action forms placing employees on a leave of absence, without pay, for any period of leave which exceeds thirty (30) consecutive days. The leave of absence will be effective beginning with the first day of absence. Leave without accumulated sick time, and leave without pay for thirty (30) consecutive days or longer, will result in a corresponding adjustment of anniversary and classification dates.

2. An employee granted a leave of absence must keep the Fire Chief informed every three (3) months of his current activity (school, medical, military, etc.). In addition, the member must keep the Fire Chief advised of his current address at all times unless military duties restrict those abilities.

3. An employee, who attains either part-time or full-time employment elsewhere, while on an authorized leave of absence, is required to notify the Fire Chief in writing within three days of accepting such employment.

4. Failure to comply with items 2 and 3 above shall result in an employee being dropped from leave of absence status, in which case he must return to duty or be dismissed.

5. An employee granted a leave of absence shall contact the Fire Chief at least two (2) weeks prior to the expiration of the approved leave in order to facilitate the reinstatement process.

6. Failure to return to work at the expiration of the approved leave of absence shall be considered an absence without permission and grounds for dismissal.

7. No sick leave or annual leave shall be earned by an employee for the time the employee is on leave without pay.

D. **Educational**.

Permanent full-time employees may be eligible to receive a leave of absence without pay, not to exceed one full year, for the purpose of furthering their education. Such education leaves shall be determined upon recommendations of the Fire Chief and with the approval of the City Manager. Such educational leave may be extended for an additional one (1) year upon written request by the employee, and upon recommendation of the Fire Chief and with approval of the City Manager. Seniority shall be earned while on Educational leave.

E. **Personal**.

Permanent full-time employees with at least twelve (12) months of continuous service with the City will be eligible to receive leaves of absence without pay for such personal reasons as marriage, illness of a member of the family, disposal of a family estate, funeral for other than immediate family, and other emergencies for a period not to exceed thirty (30) days upon recommendation of the Fire Chief. Seniority shall be earned while on Personal Leave.

F. **Sickness**.

Permanent full-time employees, with at least twelve (12) months continuous service with the City, will be eligible for a leave of absence without pay, not to exceed three (3) months, with an extension of up to three (3) months after the exhaustion of the employee's paid sick leave because of prolonged illness. The

requests for such leave of absence or extension shall contain the recommendation of the employee's physician and be approved by the City Manager.

G. **Military Leave.**

The City shall grant military leave in accordance with Section 33-1-21, et seq. Mississippi Code of 1972.

H. **Family Leave.**

The City shall grant family leave as required by Federal laws and regulations.

I. **Union Leave of Absence.**

1. Should a member become appointed or elected to a full time Union position, a Leave of Absence shall be granted for the duration of such appointment or elected position.

2. An employee on such leave of absence shall keep the Fire Chief advised of his current union position and current address.

3. An employee on such leave of absence shall contact the Fire Chief at least two (2) weeks prior to the expiration of the termination of the appointed position or elected position to facilitate the reinstatement process.

4. At the conclusion of said leave of absence, the City shall make a reasonable effort to return the employee to his or her former position or a similar position of the same classification in another division. If no opening exists, the employee shall be placed on the eligible register for a period of not less than six (6) months. After the expiration of the eligibility register, the employee must comply with the Civil Service Rules and Regulations pertaining to Competitive Appointments.

5. Seniority shall accrue during this leave of absence.

ARTICLE 17
HOLIDAYS

A. The following ten (l0) days and such days as the City Council may designate shall be paid Holidays.

NEW YEARS DAY
MARTIN LUTHER KING/ROBERT E. LEE'S BIRTHDAY
WASHINGTON'S BIRTHDAY
GOOD FRIDAY
NATIONAL MEMORIAL DAY
4TH OF JULY
LABOR DAY
VETERAN'S DAY
THANKSGIVING DAY
CHRISTMAS DAY

B. Fire Department Personnel scheduled to report to work at 0700 hours on a holiday or a day designated as such shall receive one and one-half times their regular rate of pay for each hour actually worked on that shift.

C. Any employee not scheduled to work on a holiday, but required to work shall be paid total compensation of double their normal rate of pay for each hour actually worked on the holiday.

ARTICLE 18
VACATIONS

A. All paid vacation shall be computed as follows:

1. Employees with less than five (5) years of continuous service shall earn twelve hours, paid vacation, per month of service in the Fire Department. Twelve (12) hours of vacation time per month shall equate to six (6) work days per year. Vacation time cannot be used, except in the case of a on the job injury, until the employee has

completed one year of service.

2. Employees with five (5) years through but less than ten (10) years of continuous service shall be given nine (9) work days with pay per year. This will equate to eighteen (18) hours per month and shall accrue monthly.

3. Employees with ten (10) years of continuous service shall be given twelve (12) work days with pay per year. This will equate to twenty-four (24) hours per month and shall accrue monthly.

B. Employees shall have the right to select their vacation dates in accordance with seniority, and will not jeopardize the welfare of the city.

C. Employee's approved vacation shall not be canceled because of Kelly Days, people scheduled for school, or other scheduled functions that the City may send them to.

D. Pay for all vacations will be based on the rate of pay of the employee at the time of vacation.

E. Earned vacation pay shall be paid at the beginning of the vacation if requested by the employee. Said request shall be given at least fourteen (14) days prior to starting vacation. (***This section is held in abeyance due to an opinion of the Mississippi Attorney general's staff. However, should a future Attorney General's opinion overturn this opinion or a court rule that the aforementioned opinion is incorrect, then this section shall be in full force and the City shall abide by it***)

F. Upon termination of employment, after one (1) year of continuous service, each employee shall be paid for not more than thirty (30) days of accumulated vacation. Unused vacation in excess of thirty (30) days shall be counted as creditable service for the purposes of the retirement system as provided in sections 25-11-103 and 25-13-15, MCA. Vacation time may be accumulated up to a maximum of 960 hours.

G. Vacation benefits for 40 hour per week employees (covered by this contract) shall be the same as for other 40 hour City employees.

H. In the event of an employee's death (while in the employment of the City as covered in this Agreement) the employee's beneficiary as designated by the employee shall receive an amount equal to the product of the number of vacation hours accumulated at the time of the employee's death times the hourly rate of pay of the employee at the time of his death.

ARTICLE 19
DEATH OF AN EMPLOYEE

In the event of the death of a City employee, all accrued wages due, and the wages that would have been paid to such employee during any accumulated vacation, shall be paid to the person designated by such employee, or by law.

ARTICLE 20
UNION COMMUNICATIONS AND MEETINGS

A. The City shall permit the use of the bulletin (cork and chalk) boards located in the respective fire houses by the Union for the posting of notices concerning Union business and activities.

B. All such notices shall be signed by one or more of the Union Officers. The Union shall be allowed the use of the South Fire Station or the classroom at Central Fire Station for its regular and special meetings so long as those meetings do not interfere with other scheduling. The place of the meetings will be decided by the Union Officials.

ARTICLE 21
INSURANCE

A. The City will pay-per month, for insurance coverage on the City's Group Cafeteria Insurance Plan for each of the Fire Department members as listed

in APPENDIX INS. If this amount is not used, the employee may wish to purchase additional insurance (through the City Cafeteria Plan) such as dental and cancer policies.

B. Nothing in this article will prevent the City Council from paying a higher amount should they so desire.

C. If the City should elect to raise this amount for other employees, not covered by this Contract then, the City shall also increase the amount for the employees covered under this Contract.

D. The City agrees that one member of the insurance committee representing the Fire Dept shall be the Union President or his designee, as insurance is a contractually negotiated issue.

E. The City should it become aware of medical conditions by the employee through the process of administering a health care plan, will not disclose or use such information to remove an employee from his/her position, as long as they are able to perform the task of their position.

ARTICLE 22
UNIFORMS AND OTHER EQUIPMENT

A. In addition to the present uniform allowance, each employee of the Fire Department shall be reimbursed for replacement of personal effects that have been damaged or lost in performance of duty

B. Uniforms shall be purchased once a year and/or as needed and shall consist of the following items: three (3) uniform shirts, in any combination of long sleeve, short sleeve, white or blue; three (3) uniform pants, in any combination of long or short, (six (6) department Tee shirts or three (3) Golf/Polo shirts), one (1) Black belt, and one (1) jacket. Once every two years, and/or as needed, one (1) pair of standard issue boots, or shoes. Nothing in this Article shall preclude an individual from wearing footwear not issued by the City, and approved by the Fire Chief.

C. A new employee shall be furnished one (1) pair of safety type fire boots, one (1) pair of turnout pants, one (1) turnout coat, one (1) fire helmet, one (1) pair of gloves, one (1) pair of suspenders, one (1) PBI or NOMEX hood, and one (1) pair of coveralls,(coveralls are optional). The above articles shall be replaced by the City as the need arises.

D. The Fire Chief shall establish and maintain an officer, and rank and file committee of equal representation to make recommendations to the Fire Chief on Firefighting equipment, gear, and procedures. This committee shall make non binding recommendations in an effort to promote communication and safety between management and suppression personnel.

ARTICLE 23
OUT OF RANK PAY

A. Employees shall receive compensation for any higher rank in which they may serve.

B. This, out of rank pay, would be paid from the point at which that person first serves. (Minimum of 6% increase)

C. When officers are working over as a result of overtime or swap time officers will be used to fill in, open officer slots first.

D. The process for determining which fire fighters shall work out of rank shall be as follows. If a current promotional registry exists, the highest placed individual, on the promotional registry normally scheduled for that day shall work the out of rank position. Should a current promotion register not exist, an in-house test for the purpose of establishing an out of rank list only, shall be given. Ranking on the list shall be posted, and out of rank eligibility shall be determined the same as when using a promotional register. The test shall be given every 18 months, during periods when no promotional test are given, and all candidates possessing the requirements for promotion at the time of the testing shall be given opportunity to test. Should no candidate working that normally scheduled day appear on either a promotion register, or out of rank list, eligibility shall be determined by seniority.

ARTICLE 24
HOURS WORKED - OVERTIME

A. Fire Department personnel are normally scheduled to work 216 hours during each 28 day work period.

B. Any employee required to work non-scheduled hours shall be paid one and one-half times their regular rate of pay for each unscheduled hour worked.

C. Additionally, any employee who works in excess of 212 non-overtime hours during any 28 day work period shall receive overtime pay at the rate of one and one-half times his regular rate of pay.

ARTICLE 25
MINIMUM WORK FORCE

A. Fire Department strength shall not be reduced to provide protection service for any private person or organization.

B. Company strength of the Fire Department shall not be reduced to do any service of any kind for private persons or organizations, e.g. political rallies, private parades and private fund raisers.

C. Fire Department strength shall be maintained at a minimum of seven (7) people per shift.

D. Fire Department assets may be utilized in City sponsored functions.

E. A mandatory overtime procedure will be established to insure that at no time does the minimum manning level fall below 7 people per shift on duty, and shall be administered by the shift supervisor, and shall become **APPENDIX OT**.

ARTICLE 26
FIRE STATIONS

A. The City shall furnish fire stations with household supplies and goods such as furniture, beds, linens, blankets, kitchen equipment appliances, cooking utensils, television and VCR (for training purposes).

B. Fire Department members shall furnish their own food while on duty.

C. The City shall maintain the Fire Stations (painting and structural repairs) and all appliances therein, other than routine maintenance now being performed (as listed as Daily duties in the **S.O.G.**).

D. All employees shall be encouraged to perform station maintenance

ARTICLE 27
CALL BACK

A. Any employee who is called during off duty hours to report to work shall be given two (2) hours work and shall be paid a minimum of two hours per call out.

B. In the event of exigent conditions, as determined by the shift supervisor, he shall have the authority to call in adequate staffing to mitigate the situation. The Fire Chief or Fire Marshal shall be notified within twenty-four (24) hours.

ARTICLE 28
WAGES

A. The basic salary for twenty-four (24) hour Fire Department personnel shall be the pay list contained in this contract reference as **APPENDIX - WAGE**. This scale shall reflect a salary placement point for employee position contained in said document.

B. The salaries for fire department personnel will be negotiated annually prior to budget approval.

C. The goal of this Association is to obtain parity in pay with the Gautier police department.

ARTICLE 29
HOURS OF WORK

A. The hours of duty shall be twenty-four (24) hours on duty followed by forty-eight (48) hours off duty, except in major emergency.

B. The normal time for employees to report on duty shall be 7:00 A.M., except in case of emergency as approved by the City Manager, Fire Chief or City Council.

C. One twenty-four (24) hour shift on duty shall be called one day.

ARTICLE 30
SAVINGS CLAUSE

In the event any provisions of this Agreement shall be held to be invalid, unconstitutional, or unenforceable by any final adjudication of any Court of law, then that provision, or provisions, shall immediately be considered null and void, and the remainder of the Agreement shall not be affected thereby but shall continue in full force and effect. Further, in the event that the Attorney General of the State of Mississippi renders an opinion that any provision of this Agreement is invalid, unconstitutional, or unenforceable, then the adherence to that provision or provisions shall be abated or suspended, until any Court of law renders a final adjudication on that provision.

ARTICLE 31
NON-DISCRIMINATION CLAUSE

There shall be no discrimination against any person in recruitment, examination, appointment, training, promotion, retention, or any other personnel action because of political or religious opinions or affiliations, or because of race, color, creed, sex, age (except when such is a bona fide requirement of a particular position), union membership, national origin, or any non-merit factors.

ARTICLE 32
COMPLAINTS

A. A Citizen's complaint against a firefighter that may result in a disciplinary action must be made in the form of a sworn Affidavit. This citizen's complaint affidavit form will also include a warning that a false statement may subject the affiant to civil liability.

B. In the event a non-criminal complaint is made against any employee in which an internal investigation is warranted, the accused member shall be notified in writing of the investigation prior to the initiation of said investigation. Before any disciplinary action is taken, there shall be a meeting consisting of the Fire Chief, the member, his immediate supervisor, union representative, a legal representative of the employee's choosing, and the person making the complaint in order for the complaint to be heard. If the person making the complaint refuses to attend the hearing, the complaint shall be expunged.

C. In addition, before any written complaint, employee notice, or warning is placed in an employee's file, it shall be reviewed by the Fire Chief and the employee.

ARTICLE 33
TUITION

The City may pay tuition for job-related educational courses provided these conditions and guidelines are met and followed:

1. The course must be approved by the Fire Chief and the City Manager prior to enrollment.

2. The course must be job-related and in the best interest of the City.

3. The City shall reimburse the employee for tuition only after completion of the course and with the following proof of grades:

   a. A grade of "A" - 100%
   b. A grade of "B" - 80%
   c. A grade of "C" or pass on a pass fail basis - 70%
   d. All grades less than "C" - 0%

4. No employee shall be eligible for reimbursement for more than one course per semester. No duplicate payments shall be made, e.g., Veterans administration, Pell Grants, etc.

5. Only full-time permanent employees are eligible for tuition reimbursement. Employees must attend classes during off-duty hours, unless approval is obtained from Fire Chief.

6. No authorizations for reimbursement shall be made for more money than is allocated by the City by budget line-item educational reimbursement.

ARTICLE 34
INCIDENT LEAVE

Permanent full-time and probationary full-time employees shall be granted Incident Leave with full pay, and without loss of sick leave or vacation leave, not to exceed five (5) consecutive scheduled work shifts, upon request by the member to the Fire Chief. This may be extended by two (2) more consecutive work shifts. The extended shifts require Fire Chief's approval. The Incident Leave shall go into effect in the event an employee becomes involved in an incident that results in death or serious bodily injury of a co-worker.

A. An employee who is directly involved in an incident, which results in the death of a co-worker, shall be granted the full five (5) consecutive work shifts under the above outlined incident leave with the option of requesting two (2) additional consecutive work shifts.

B. An employee covered under Section A who remains away from work for more than two (2) work shifts will be required to visit a psychologist or a psychiatrist for a minimum or five (5) counseling sessions. The counseling sessions may be extended to ten (10) sessions at the request of the employee, or the counselor, and upon approval of the Fire Chief. The City agrees to pay any portion of the fees not covered by Insurance for each counseling session attended by the employee.

C. An employee who is indirectly involved in the death of a co-worker whom he/she is assisting shall be covered under Section A but with a maximum of three (3) consecutive work shifts. The employee shall have a minimum of three (3) voluntary counseling sessions, not to exceed a maximum of six (6) session. That portion of the voluntary counseling session fees not paid by Insurance will be paid by the City.

D. An employee who is directly involved in the serious bodily injury to another person, as a result of the employee's actions, shall be covered under Section B upon approval of the Fire Chief.

E. All employees are covered under this Article, whether they are on duty or off duty, provided the incident is job related.

F. All employees shall be afforded the opportunity of being assigned to light duty for a maximum of ten (10) work shifts in addition to counseling.

ARTICLE 35
EDUCATION BENEFITS

A. It is the intent of this organization and the City to reward employees work and give an incentive to continue their education by granting a once per year cash payment for education that benefits the City and its citizens.

B. The following amounts shall be given employees for certificates or diplomas attained:

HAZ-MAT Tech / Team Member	$300.00
DIVER / Team Member	$600.00
EMT-Basic/Intermediate	$900.00
EMT-Paramedic	$1500.00
Associate or Bachelor degree (job related)	$1500.00

C. Those employees covered under this collective bargaining agreement, may stack education benefit allowances, with a maximum amount payable capped at $ 1500.00 per employee.

ARTICLE 36
TRAINING

The City and the Union are in agreement that it is in their best interest to have as many employees as possible participate in professional and educational and training courses whenever they are available.

1. The Fire Chief shall arrange all compulsory courses and training programs in such a manner as to meet the minimum standards as set forth by the State of Mississippi.

2. Whenever an employee is attending compulsory courses or training programs, he/she will earn wages at their usual rate.

3. The Fire Chief shall post on the bulletin boards announcements of all courses to be given, whether they are compulsory for a segment of the staff, prerequisites to promotion or improved assignment, or optional for the purpose of improving the professional standing of the Fireman or Department. All eligible members shall have an opportunity to bid for the prerequisite and optional courses.

4. Training for both paid and reserve personnel will be consistent with any and all city, state, and federal requirements. Personnel shall not be exposed to situations they have not received training for, without adequate trained staff present to ensure safety at all times.

ARTICLE 37
DUES CHECK OFF

A. The City agrees to deduct Union dues from the earned wages of each employee covered by this agreement in such amount as deemed by the union and certified to the City by the secretary, Treasurer and President of the Union provided that such deduction shall be made from the employee's wages only when authorized by him/her on an appropriate form; a copy of which must be submitted to the City Clerk.

B. The authorization for payroll deduction shall become effective on the next payroll date occurring after the receipt of the authorization for the payroll deduction by the City Clerk.

C. All money deducted by the City, in accordance with paragraph 1 of this article, shall be mailed/delivered monthly to the Treasurer of the Union.

D. The authorization for payroll deduction shall be revocable by the affected employee at any time by giving the City and Union written notice by certified mail or hand delivered at least thirty (30) days prior to the effective date of revocation. The revocation shall be signed by the affected employee

and shall be sent to the City Clerk of the City and to the Secretary, Treasurer, and President of the Gautier Firefighters Association.(**NOTE !** ***This article is held in abeyance due to an opinion of the Attorney General's staff dated August 24,1994. However, should a future Attorney General's opinion overturn this opinion or a court rule that the aforementioned opinion is incorrect, then this article shall be in full force and the City shall abide by it.)***

ARTICLE 38
ENTIRETY OF CONTRACT

This instrument contains the entire Agreement between the City and the Union and no statement, promise or other inducement made by the parties hereto which is not contained in this written Contract, shall be valid or binding; and this Contract may not be enlarged, modified or altered, except upon written agreement of the parties hereto.

ARTICLE 39
DURATION OF AGREEMENT

This Agreement shall be effective on and after 7:00 a.m., local time, October 1, 2004 or the beginning of the pay period immediately following the execution of the Contract by all parties. This Agreement shall be valid and binding until September 30, 2005. If a new Contract is not entered prior to September 30, 2005, then all terms and conditions hereof shall remain in full force and effect until September 30, 2006. It shall be automatically renewed from year to year thereafter. If either party wishes to modify this agreement then they shall notify the other in writing one hundred twenty (120) days prior to the termination day that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the termination day of this Agreement and both parties hereby agree to meet as often as necessary and to use all good faith toward the satisfactory negotiation or modification of this Agreement. This Agreement shall remain in full force and effect until a new agreement is signed.

ARTICLE 40
FIRE SUPPRESSION FUNCTIONS

The City agrees that fire suppression activities will not be contracted out to companies.

ARTICLE 41
SIGNATURES

This agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto during the period aforesaid.

IN WITNESS WHEREOF, the parties hereto have set their hands

this the 25 *day of* August, *2004*

By: _____ *By:* _____
City Clerk *City Manager*

GAUTIER FIREFIGHTERS ASSOCIATION
LOCAL 3290 OF THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
A.F.L.- C.I.O.- C.L.C

By: _____
President Local 3290

By: _____
V. President Local 3290

By: _____
Secretary Local 3290

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 161-2013

IT IS HEREBY ORDERED by the Mayor and Council of the City of Gautier, Mississippi, that the attached City of Gautier Employee Handbook, as revised, with the deletion of Organization Chart is hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilman Colledge, seconded by Councilman Anderson and the following vote was recorded:

AYES: **Gordon Gollott**
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Mary Martin
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 16, 2013.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Jason Pugh, Human Resources Director

Date: 07/10/13

Subject: Approval of Employee Handbook

REQUEST:
The Human Resources Department requests that the Gautier City Council approve the attached Revised Employee Handbook.

BACKGROUND:
In April 2012, the Gautier City Council approved the official Employee Handbook.

DISCUSSION:
The Employee Handbook in its current state has numerous references to Labor Agreements with the Police and Fire Departments or contains language in certain items which were negotiated in the past and provides benefits to union employees that non union employees do not receive.

Upon advice from counsel and considering that the current police and fire contracts have not been renegotiated since 2003 and 2004 respectively, it is requested that the Gautier City Council approve the attached Employee Handbook with ~~strike thrus~~ in all areas concerning labor agreements or negotiated benefits.

In addition to this, one other requested revision to this handbook is in Section 6: Overtime/Compensatory Time, subsections (c) and (d) concerning hours worked for Police Officers and Detectives. It is requested that the Council approve this change to ensure we are in compliance with FLSA and IRS requirements.

Once union contracts have been renegotiated, the Human Resources Department will present to the council a revised Employee Handbook containing all revisions to include renegotiated labor agreements. Until that time, the City will continue to abide by established practices and procedures concerning all items in this handbook.

RECOMMENDATION:
The Human Resources Director recommends the approval of the attached Employee Handbook.

ATTACHMENT(S):
Revised Employee Handbook

Employee Handbook

CITY OF GAUTIER

Gautier, Mississippi

Adopted April 17, 2012
Revised July 16, 2013

CITY OF GAUTIER

MISSION

To enhance the quality of life of the citizens of Gautier and our neighborhoods by providing exceptional government services.

VISION

We strive to achieve efficient and responsible service; a highly trained, competent workforce; and responsible stewardship of resources.

VALUES

℘ PEOPLE ℘ INTEGRITY ℘ PROSPERITY

DISCLAIMER

This Personnel Policy and Procedures Manual (also referred to herein as an Employee Handbook) is not an employment contract and should not be construed as a contractual obligation of any kind. This employee handbook contains important policies, goals, and restrictions that affect City employees. Unless stated to the contrary herein, this manual and the policies, procedures, provisions, and regulations contained herein, shall apply to all City employees and, unless stated otherwise, do not apply to elected officials.

If any of the provisions in this handbook in any way conflict with applicable local, state or federal laws, rules, or regulations and legal and valid labor contracts; then such applicable local, state or federal laws, rules or regulations and legal and valid labor contracts shall take precedence over the provisions of this handbook. When general requirements of this document conflict with specific requirements within it or with other documents, the specific requirement shall be enforced.

This employee handbook supersedes any other personnel policies or memos previously written. The City reserves the right to interpret, add, amend, and/or delete any policy, procedure, provision, and regulation described and set forth herein at any time. The official Employee Handbook, containing all amendments, shall be filed at City Hall and shall be available for review upon request. Amendments to this employee handbook shall be provided to all employees in a reasonable amount of time after adoption by the City Council. Once made, the City Clerk will incorporate all changes in this manual and indicate on the manual "Revised" and document the date of the revision. Reprints of the manual will be made and distributed as deemed necessary by the City Manager.

It is the employee's responsibility to read the policies, procedures, provisions, and regulations contained herein and any revisions, amendments, or supplements thereof. If there may be any questions regarding the clarification of any policies, procedures, provisions, and regulations herein; they may be directed to the City Clerk.

EMPLOYEE HANDBOOK

The policies and statements in this Handbook are current as of printing. Previous copies of these policies should be discarded to prevent the circulation of outdated and/or non-approved materials.

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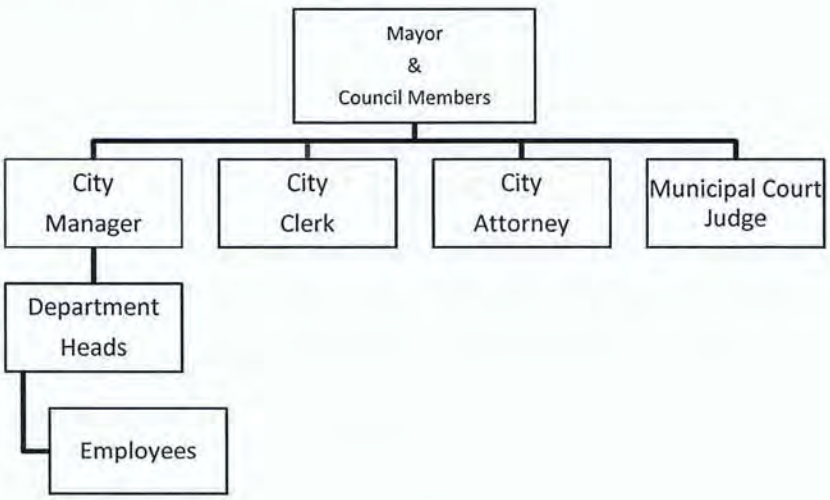
SECTION 1. Introduction.

As a City employee, your work and conduct on and off the work site are always subject to public scrutiny. Your contacts with individual citizens will often be the only basis on which the public judges its local government. It is important that you make the best possible impression at all times and perform your work efficiently, competently, and with the highest degree of professionalism. Each position with the City is an essential part of the overall operation of our municipal government. Everyone in the City is relying on you to provide honest, proficient, and courteous service.

SECTION 2. Type of Government

The City of Gautier is a Council-Manager Form of Government. This form of government (made generally available to Mississippi's municipalities in 1952) is similar to the Commission Form of Government in that it does not provide for the separation of executive and legislative powers between a mayor and council. It differs from the Commission Form of Government, however, in that it does recognize the separate but coordinate functions of politics and administration: an elected council is responsible for making policy, while administration is assigned to an appointed professional known as the City Manager.



SECTION 3. Date of Hire/Anniversary Date.

The Date of Hire shall be the effective date of an individual's employment. The Anniversary Date shall mean the date the employee began his or her employment in their current position.

An employee reinstated to the same position or a position in the same classification following a layoff from the City will cause his or her anniversary date to be extended by the same length of time as the layoff. A regular employee returning from a leave of absence greater than ninety (90) days will have his or her anniversary date extended by the same length of time the employee was on leave without pay. Employees out under the Family and Medical Leave Act (FMLA) will retain their anniversary date as this leave is not considered a break in service.

SECTION 3.1 Seniority

~~Fire/Police Departments: Within ninety (90) days of the approval of this Employee Handbook, the City will establish a department-wide seniority list by rank, indicating the name, position, date of employment, and date of appointment to current rank.~~

~~Upon its establishment, the City will provide a copy to the Civil Service Commission, which will receive this list on an annual basis.~~ (Pending Negotiation)

SECTION 4. Employee Orientation.

All new employees of the City must attend a new employee orientation program. At the orientation program, each new employee will be provided with information on employee benefits, City policies and operations. In addition to the orientation program, the hiring department may provide additional information to the new employee, including general hours of work, time cards or reports, and leave requests.

SECTION 5. Types of Employment.

The types of City employment are:

1) Appointed Employee: An employee who is appointed by the City Council of the City of Gautier to a position which may be limited in duration. Such employees serve at the pleasure of the City Council and can be terminated at any time for any reason or for no reason at all, with or without notice. The only positions of this class are: City Manager, City Clerk, City Attorney, and Municipal Court Judge.

2) Regular Full-Time Employee ("Civil Service" employee): An employee assigned to a position which is expected to continue for an indefinite duration, and is regularly scheduled to work a forty (40) hour or more workweek. Employees within the probationary period, which is set by the City Manager and/or Civil Service, will be evaluated every 3 months.

    a. Exempt: Employees must generally meet certain tests regarding their job duties and be paid on a salary basis not less than $455 per week. Job titles do not determine exempt status. An employee's specific duties and salary must meet all requirements of the FLSA regulations. (Ex.: City Manager, City Clerk, Department Directors, etc.)

    b. Non-Exempt: All other work not classified as "exempt"

3) Part-Time Employee: An employee who is assigned to a position which is expected to continue for an indefinite duration, and works a shift schedule of less than eighty (80) hours per month.

4) Temporary Full-Time Employee: An employee whose work assignment is usually limited to a period not to exceed four and one-half (4 ½) months and who works a regularly scheduled 40 hour or more workweek.

SECTION 6. Overtime/Compensatory Time.

An employee who is not exempt from the provisions of the Fair Labor Standards Act (FLSA) who works unscheduled hours and/or works hours beyond the threshold of FLSA for their job will be paid one and one-half times their regular rate of pay for each overtime hour worked. Paid or unpaid time off for holidays, annual leave or sick leave will not be counted as hours worked for the purposes of overtime calculations.

All overtime must be pre-approved by the department head and documented; working unauthorized overtime may be grounds for discharge even though compensation for those hours will be paid in accordance with FLSA.

The City compensates overtime for all employees as follows:

a) Non-Exempt – Non Public Safety: Overtime is compensated at a rate of one and a half (1.5) times the normal rate of pay for hours worked in excess of forty (40) hours per week.

b) ~~Non-Exempt – Fire Department: Shift personnel (Schedule 2808) shall refer to Article 24, Hours worked – Overtime of labor agreement between the City of Gautier and Local 3290.~~ (Pending negotiation)

c) Police Officers. The scheduled hours worked for uniformed sworn personnel with powers of arrest, shall be ~~168~~ 84 hours per ~~28~~ 14-day work cycle. Overtime shall be paid at a rate of time and a half (1.5) the normal rate of pay for those police officers working more than ~~168~~ 84 hours in a ~~28~~ 14-day work cycle.

d) Detectives and Non-Uniformed. The scheduled hours worked for non-uniformed sworn personnel with powers of arrest, shall be ~~160~~ 40 hours per ~~28~~ 7-day work cycle. Overtime shall be paid at a rate of one and a half (1.5) times the normal rate of pay for those Detectives working more than ~~160~~ 40 hours in a ~~28~~ 7-day work cycle.

e) Dispatchers. The scheduled hours worked for uniformed dispatchers, covered by this agreement, vary from 36 hours to 48 hours per seven (7) day work cycle. Overtime shall be paid at a rate of one and a half (1.5) times the normal rate of pay for those Dispatchers actually working more than 40 hours in a seven (7) day work cycle.

f) Office and other. The scheduled hours worked for office and other employees, including the Animal Control Officer, shall be 40 hours per seven (7) day work cycle. Overtime shall be paid at a rate of one and a half (1.5) times the normal rate of pay to office and other employees actually working more than 40 hours in a seven (7) day work cycle.

Compensatory time: The City of Gautier does not use Compensatory time.

Exempt employees are expected to work the hours required to accomplish their jobs, which may be in excess of forty (40) hours per week. Exempt employees may take short periods of leave (four (4) hours or less without charge to their accruals, if approved by the Department Director and City Manager. Leave exceeding four (4) hours or more must be charged against the appropriate leave accrual.

Exempt employees are typically paid a salary that is not subject to deductions for hours not worked. Deductions from an exempt employee's salary, however, will be made for absences from work exceeding four (4) or more hours for personal reasons other than sickness or disability if the employee has no accrued annual or sick leave. Deductions from an Exempt employee's salary will also be made for a disciplinary suspension of one or more full days for workplace misconduct.

SECTION 7. Performance Development Plan (PDP)

The implementation of the Performance Development Plan (hereinafter referred to as a "PDP") is to ensure that each employee is aware of his/her duties, responsibility, and the expectations of the supervisor and the City in the performance of those duties and responsibilities. The purpose of the PDP is established to retain employees on the adequacy of their job performance; to correct inadequate performance; and to separate employees whose inadequate performance cannot be corrected.

Supervisors are required to evaluate all employees, using the PDP process and evaluations shall be performed annually. Employees are required to sign the evaluation form as an acknowledgement that the evaluation was performed, as required by the PDP, and that all questions, concerns or comments of the employee and/or the department director are duly noted on the document.

Thereafter, the completed evaluations will be reviewed and signed by the Department Director and by the City Manager; each of whom, in his or her judgment, may change the recommended rating or return the form for reconsideration by the supervisor. Per Civil Service Commission regulations, "Any covered employee may request the Commission to re-evaluate his or her appraisal." (CSC, Rule 17.3)

SECTION 8. Promotions/Lateral Transfers.

Employees are encouraged to apply for any vacancy for which they may qualify. Any current employee interested in applying for a transfer or promotion to an open position must file an updated resume or City job application form with the Personnel Generalist in accordance with instructions listed on the job posting. A City employee's application for such a position will be considered in the same manner as all other applications.

An employee selected for promotion or lateral transfer will retain all leave accruals previously earned. Neither a promotion nor a lateral transfer will change an employee's date of hire. If the position to which an employee has been transferred or promoted carries benefits different from those of the previous position, the person becomes eligible for the benefits of the new position upon assuming the new position. All promotions and transfers are subject to a one (1) year probationary period as determined by the City Manager.

The Department Director may with the approval of the City Manager make temporary assignments for a specified time or assignment as necessary. Such appointments are made on an "acting" basis and the employee returns to his or her regular position upon completion of the assignment. Temporary assignments that include supervisory duties or that result in a grade increase of two or more grades may be entitled to out of title pay. It is subject to the discretion of the Director and approval of the City Manager as to whether the employee receives out of title pay. To qualify for out of title pay the employee must hold the position for a period greater than five (5) days and fulfill

all the requirements of the position. It is not to be inferred that a temporary assignment will carry the position's higher salary.

~~Fire Department: Shift personnel shall refer to Article 10 Promotions, Removal, Temporary Discharge, Reinstatements and Lateral Transfers of labor agreement between the City of Gautier and Local 3290.~~ (Pending Negotiation)

~~Police Department: Except in the case of relief during vacation, employees shall receive six (6%) above their present pay rate when filling any higher rank in which he or she may serve for more than three (3) consecutive work shifts. Out of Rank pay shall be retroactive to the first (1st) shift worked. The Chief of Police shall notify the employee of every temporary assignment.~~ (Pending Negotiation)

SECTION 9. Holidays.

The City celebrates the following holidays off with pay for probationary and regular full-time employees:

NEW YEAR'S DAY	January 1
MARTIN LUTHER KING, JR.	3rd Monday of January
PRESIDENT'S DAY	3rd Monday of February
GOOD FRIDAY	Friday before Easter
MEMORIAL DAY	Last Monday of May
INDEPENDENCE DAY	July 4
LABOR DAY	1st Monday of September
VETERAN'S DAY	November 11
THANKSGIVING DAY	4th Thursday of November
CHRISTMAS DAY	December 25

These holidays, or the dates when they occur or are observed, may change by proclamation of the Governor or the City Council or federal, state, or local law and such change(s) govern and override the listings contained in this employee handbook. Holidays are observed from 12:00 a.m. (midnight) the eve of the holiday to 12:00 a.m. (midnight) the day of the holiday. Employees will not be required to work on a day designated as a holiday and will receive their normal pay. Employees who are required to work on a day designated as a holiday will receive straight time for all hours actually worked on the holiday, in addition to their regular pay. ~~Holiday pay for the Fire Department will be paid under terms of their union contract.~~ (Pending Negotiation)

The City compensates holiday pay for all employees as follows:

1) All employees who normally work a 40 hour week shall have the above listed days off with no reduction in pay. Any 40 hour per week employee who is required to work on one of the days listed above shall receive straight time pay for each hour actually worked in addition to their regular pay.

2) *Police Department* employees who normally work shifts (168 hours in a 28 day cycle) shall receive eight (8) hours straight time pay in addition to their normal pay for each of the days set out above.

~~3) *Fire Department* personnel who normally work shifts (216 hours in a 28 day cycle) shall be paid Time and One-half for each hour they work on each of the days set out above per the terms of their contract. *Order No. 220-2011 Approved on December 20, 2011*~~ (Pending Negotiation)

When a holiday falls within an eligible employee's approved annual or medical leave period, the holiday shall not be counted as a leave day in computing the amount of leave deducted. An employee who is away from work and not in a paid leave status the day immediately preceding or following a holiday will not receive any pay for the holiday.

SECTION 10. Bereavement Leave.

Regular full-time employees who have a member of his or her immediate family taken by death shall receive up to twenty-four (24) hours off with pay as bereavement leave to arrange and/or attend funeral activities. If additional time is necessary, it shall be taken as sick leave, with advance authorization by the Department Director. If sick leave is not available, it may be taken as unpaid leave with advance authorization by the Department Director and approval by the City Manager for situations involving Department Directors. Employees who require time off due to the death of an immediate family member (in order to obtain bereavement leave) should immediately notify their supervisor and/or Department Director.

~~Fire Department shift personnel shall refer to Article 17, Death of an Employee or Family Member of labor agreement between City of Gautier and Local 3290.~~ (Pending Negotiation)

"Immediate family" shall be defined as spouse, mother, father, mother-in-law, father-in-law, children, sister, brother, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. A current step-child, step-father, step-mother, step-father-in-law, or step-mother-in-law may also fall under this definition. An aunt, uncle, or cousin who is a dependent of or who resides in the household of the eligible employee, or over whom the eligible employee is a court appointed guardian or conservator, may also be treated as "immediate family" under this Section.

SECTION 11. Jury/Court Leave.

Full-time employees who are required to participate in legal proceedings, legislative committees or quasi-judicial bodies, as a witness in response to a subpoena or other directive shall be allowed authorized leave with pay. An employee who receives notice of jury duty or witness service must notify his/her supervisor immediately so that arrangements may be made to cover the position.

Time away as a result of jury or court leave as set forth above will not affect vacation, sick leave or other leave accruals. The City will continue to provide health insurance benefits for the full term of the jury duty absence. Employees may retain any jury and mileage fees received. A copy of fees received should be submitted to the Personnel Generalist for verification of dates served.

Employees are to return to work after jury duty, although no more than the regularly scheduled number of hours for both jury duty and work shall be required in any one (1) day. If excused as a juror on any given day, the employee is expected to contact his/her supervisor immediately and to report to work as instructed.

Employees who appear in court as a party or as a witness on behalf of any party whose action is not

in furtherance of the City's interests or official City business or that is unrelated to their official City duties without forced action of a subpoena or other legal document forcing attendance, shall not be paid for time away from work unless the employee elects to use accrued vacation or compensatory time as approved by the employee's supervisor.

Non-exempt employees who are subpoenaed will be paid for the time spent when required to attend Civil Service hearings.

SECTION 12. The Family and Medical Leave Act of 1993 (FMLA).

In keeping with the requirements of the Family Medical Leave Act of 1993 (hereinafter referred to as "FMLA") and the City of Gautier Employee Handbook, an eligible employee shall be entitled to take up to twelve (12) workweeks of unpaid, job-protected leave in a 12-month period per calendar year. To be considered eligible, an employee must have worked for the City for one (1) year or worked at least 1,250 hours over the previous 12 months.

When both spouses are employed by the City, they are entitled to share a total of twelve (12) workweeks of FMLA for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

Covered Family and Medical Reasons. An eligible employee must be granted up to twelve (12) weeks of unpaid family and/or medical leave (FMLA) per calendar year for one (1) or more of the following reasons:

1) the birth and care of a newborn child of the employee;
2) for placement with the employee of a son or daughter for adoption or foster care;
3) to care for a spouse, son, daughter, or parent with a serious health condition;
4) to take medical leave when the employee is unable to work because of a serious health condition; or
5) for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty status or has been notified of an impending call or order to active duty in the National Guard or Reserves.

Eligible employees may take up to twenty-six (26) workweeks of unpaid leave in a calendar year to care for their spouse, child, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness as a result of serving on active duty in the Armed Forces.

Under certain conditions, employees or employers may choose to "substitute" (run concurrently) accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.

A serious health condition shall be defined as an illness of a serious and long-term nature resulting in recurring or lengthy absences. Treatment of such an illness would occur in an inpatient situation at a hospital, hospice, or residential medical care facility, or would consist of continuing care provided by a licensed health care provider.

Employee Eligibility. An employee shall be entitled to family leave when he/she meets the

following criteria:

1) The employee has worked for at least twelve (12) months for the City. The twelve (12) months need not have been consecutive.

2) The employee has worked for the City for at least 1,250 hours over the twelve (12) months before the leave would begin.

Calculation of Leave. Eligible employees can use up to twelve (12) weeks of FMLA leave during a rolling twelve (12) month period as described herein. The City will use a twelve (12) month period measured backward from the date an employee needs to use any FMLA leave, paid or unpaid.

Maintenance of Benefits. An employee shall be entitled to maintain group health insurance coverage on the same basis as if he or she had continued to work at the City. To maintain uninterrupted coverage, the employee will have to continue to pay his or her share of insurance premium payments either through payroll deduction or by direct payment. This payment shall be made either in person or by mail to the Personnel Specialist by the first (1st) day of each month. If the employee's payment is more than thirty (30) days overdue, then the City will drop the coverage after notifying the employee at least fifteen (15) days in advance of its intention.

If an employee informs the City that he or she does not intend to return to work at the end of the leave period, the City's obligation to provide health benefits ends. If an employee chooses not to return to work for reasons other than a continued serious health condition or other circumstances beyond their control, the City will require the employee to reimburse the City the amount the City contributed towards the employee's health insurance during the leave period.

Earned benefits such as seniority, vacation leave, sick leave, and holiday benefits will not accrue during the unpaid portion of the leave period. However, the use of FMLA leave will not be considered a break in service when vesting or eligibility to participate in benefit programs is being determined.

Job Restoration. An employee who utilizes FMLA leave under this policy will be restored to the same job or a job with equivalent status, pay, benefits and other employment terms.

Use of Paid and Unpaid Leave. If an employee takes leave under this plan because of his or her own serious medical condition or the serious health condition of an immediate family member, the employee will first use all compensatory time, paid vacation, sick leave, or donated leave and then will be eligible for unpaid leave. Any combination of family leave and medical leave may not exceed twelve (12) weeks within any rolling twelve (12) month period as described above.

An employee using leave for the birth of a child will use any accrued paid sick leave for physical recovery after childbirth. The employee then may use all paid vacation and then will be eligible for unpaid leave for the remainder of the twelve (12) weeks.

An employee using leave for the adoption or foster care of a child will use all compensatory time and paid vacation first and then will be eligible for unpaid leave for the remainder of the twelve (12) weeks. The use of sick leave would not be allowable in such cases.

Notice and Certification. When an employee plans to take leave under this policy, the employee must give the Personnel Generalist thirty (30) days' notice. If it is not possible to give thirty (30)

days' notice, the employee must give notice as soon as reasonably possible. Medical certification should be provided at this time if possible.

The employee must also provide certification of an employee's or immediate family member's serious health condition by a qualified healthcare provider. The employee will respond to such a request within fifteen (15) days of the request, or provide a reasonable explanation for the delay.

Qualified health care providers may include doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, and optometrists.

When seeking certification of a serious medical condition, an employee should ensure that the certification contains the following:

1) Date when the condition began; expected duration; diagnosis; and a brief statement of treatment.

2) If employee is seeking medical leave for his/her own medical condition, certification should also include a statement that the employee is unable to perform the essential functions of the employee's position.

3) For a seriously ill family member, the certification should include a statement that the patient requires assistance and that the employee's presence would be beneficial or desirable.

4) If taking intermittent leave or working a reduced schedule, certification should include dates and duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

If deemed necessary, the City may ask for a second opinion. The City will pay for the employee to get a certification from a second doctor, which the City will select. If there is a conflict between the original certification and the second opinion, the City may require the opinion of a third doctor. The City and the employee will jointly select the third doctor, and the City will pay for the opinion. The third opinion will be considered final.

While on leave, employees are required to report bi-weekly to the Personnel Generalist regarding the status of their medical condition and their intent to return to work.

Other requirements, terms, conditions, and/or obligations that arise out of and/or pertain to leave designated as family medical leave (FMLA) may be found in federal, state, and/or local laws or regulations, forms that are required to be completed and submitted in conjunction with such leave, and other City policies.

SECTION 13. Military Leave.

To the extent provided by law, an employee will be granted a leave of absence for up to five (5) years in the military. The employee will receive the employee's full straight time pay for the first fifteen (15) days of military leave in a calendar year. Military leave will be accounted for in increments of twenty-four (24) hour periods (from 0001 hours to 2400 hours). The State of Mississippi has defined one (1) day of military leave as equivalent to an eight (8) hour work day. E.g., a firefighter's twenty-four (24) hour on-duty shift counts as three (3) days of military leave. An employee will be reinstated to the employee's former employment, provided the employee

complies with the legal reporting requirements after completion of the military duty.

SECTION 14. Sick Leave.

Sick leave shall be granted to regular full-time employees at the rate of eight (8) hours for each calendar month of service. ~~Sick leave rates for Fire and Police Departments are as follows:~~

~~Fire Department: Shift personnel shall refer to Article 16, Leaves of Absence, Item A, Sick Leave of labor agreement between City of Gautier and Local 3290.~~ (Pending Negotiation)

~~Police Department: All full-time employees shall earn eight (8) hours, ten (10) hours, or twelve (12) hours sick leave depending on the shift assigned.~~ (Pending Negotiation)

Sick leave is not available for use until the end of the month following thirty (30) days of employment for employees of the Schedule 2080. Sick leave shall be charged in quarter-hour increments rounded to the nearest quarter hour on the employee's time sheet. Sick leave accrual during leaves of absence without pay will be on a pro-rata basis based on the number of hours worked during the month.

Sick leave is authorized for use by employees for absences due to personal illness or physical incapacity, sickness of an immediate family member, doctor or dental appointments for self or immediate family, FMLA covered absences, and requests for the employee's presence by immediate family, doctor or clergy due to family illness.

An employee desiring to use sick leave must notify his/her immediate supervisor of the illness no later than fifteen (15) minutes before the beginning of the work shift or as otherwise required by the applicable Department's Standard Operating Procedures. Failure to do so may result in denial of such paid leave and/or disciplinary action, including but not limited to termination of employment. The employee should also let the supervisor know when he/she expects to return to work.

Sick leave exceeding three (3) consecutive work days or three (3) scheduled shifts; must be confirmed by a qualified doctor's statement submitted to the supervisor after the third (3rd) consecutive day of absence. The doctor's statement must contain a statement that the employee is fit to return to work including any limitations the employee may have relating to their particular job classification; or a statement as to when the employee will be fit to return to work. A qualified doctor shall be defined as a duly licensed doctor of medicine, osteopathy or dentistry. If sick leave is not confirmed by a doctor's statement after the third consecutive day of absence, the employee may be placed on unpaid leave for the period of absence until the excuse is submitted or may be required to use vacation time for the absence. Employees who abuse sick leave will be subject to disciplinary action which may include but is not limited to termination.

Sick leave usage during an employee's last two (2) weeks of employment must be documented by a qualified doctor.

Unused sick leave shall accrue to the credit of each employee with no maximum and, subject to conditions and terms of the Public Employees Retirement System (PERS) or any other governing or applicable regulations or requirements, may be certified to PERS for retirement credit upon separation of employment. Sick leave cannot be cashed out or paid as money upon separation of employment.

Sick leave that is used on the "working day" before and/or sick leave used the first "working day" after an observed holiday; must provide documentation by a qualified physician. In lieu of a medical certificate, supervisors may allow a sworn affidavit from the employee which provides the circumstances of the illness. Information requests shall be processed in accordance with the official privacy policy of the City for compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

SECTION 15. Donated Leave

Employees are allowed to donate a portion of their earned leave to another employee who is suffering from a catastrophic injury or illness; or to another employee who has a member of his/her immediate family who is suffering from a catastrophic injury or illness.

A catastrophic injury or illness shall be defined as a severe or permanent condition or combination of conditions affecting mental or physical health that requires medical treatment by a licensed physician for a period of time exceeding four weeks. Optional medical procedures and maternity leave do not qualify as catastrophic illnesses and are not eligible for donated leave. Proof of injury or illness must be provided. Recipient employees must exhaust all of their earned annual/sick leave before becoming eligible to receive donated leave. Probationary employees are not eligible for donated leave.

The maximum period an employee may use donated leave without resuming work is ninety (90) calendar days, which commences on the first day that the recipient employee uses donated leave.

Employees receiving compensation under Mississippi's worker's compensation law are not eligible to receive donated leave. However, an exception may be granted by the City Manager for employees experiencing an economic hardship due to a non-catastrophic event, such as illness or injury not covered by workers' compensation for up to one (1) pay period.

Employees' may not donate in excess of 50% of his/her earned sick leave. Annual leave donations must not exceed the number of hours that would leave the donor employee fewer than seven (7) work shifts.

SECTION 16. Annual Leave/Vacation Leave.

Annual leave, also known as vacation leave, for regular full-time employees shall accrue as follows:

Hire date:	$1^{st} - 15^{th}$	leave begins accruing the month hired
	$16^{th} - 30^{th}$	leave begins accruing the next month

Example: If hire date is 01/15/07, then leave begins accruing January 2007.

If hire date is 01/16/07, then leave begins accruing February 2007.

Annual leave is not available for use until the end of the month following thirty (30) days of employment. Annual leave shall be charged in half-hour increments rounded to the nearest half hour on the employee's time sheet. Annual leave accrual during leaves of absence without pay will be on a pro-rata basis based on the number of hours worked during the month.

Vacations shall be scheduled at such times as the Department Director finds most suitable after

considering the wishes of the employee and the requirements of the department.

All requests for vacation must be approved by the Department Director prior to the commencement of the requested vacation. All requests should be submitted with as much notice as possible in advance of the requested leave. The City Manager shall approve all vacation schedules for Department Directors.

Accrued and unused annual leave may be used to supplement sick leave if the employee has exhausted sick leave accruals. There is no limit on the accumulation of annual leave. Employees may cash out a maximum of 240 hours of accrued vacation at the time of separation from the City. Accrued vacation in excess of the 240 hours shall be credited to the Public Employees Retirement System (PERS).

~~Fire Department shift personnel shall refer to Article 18, Vacation of labor agreement between City of Gautier and Local 3290.~~ (Pending Negotiation)

SECTION 16.1. Accrual of Annual Leave/Vacation Leave.

Annual leave for all regular full-time employees (Schedule 2080) is accrued as follows:

Tenure	Accrual Per Month	Accrual Per Year
0-1 Year	5.5 Hours	8.25 Days
1-5 Years	8 Hours	12 Days
5-10 Years	10 Hours	15 Days
10-15 Years	12 Hours	18 Days
15+ Years	13.5 Hours	20.25 Days

(Pending Negotiation)~~Annual leave for Fire Department shift personnel (Schedule 2808) is accrued as follows:~~

~~Tenure~~	~~Accrual Per Month~~	~~Accrual Per Year~~
~~0-5 Years~~	~~12 Hours~~	~~6 Days~~
~~5-10 Years~~	~~18 Hours~~	~~9 Days~~
~~10+ Years~~	~~24 Hours~~	~~12 Days~~

Pending Negotiation ~~Annual leave for Police Department shift personnel (Schedule 2184) is accrued as follows:~~

~~Tenure~~	~~Accrual Per Month~~
~~1 Year~~	~~½ shift credit~~
~~1-10 Years~~	~~1 shift credit~~
~~10+ Years~~	~~1 ½ shift credit~~

(All police department employees under Schedule 2080, should refer to the annual leave chart for Schedule 2080 employees)

SECTION 17. Leave of Absence without Pay.

When any employee must be absent from work and has no appropriate leave accrued, the Department Director may grant a leave of absence without pay for a period not to exceed forty (40) hours. Any leave of absence without pay for a period exceeding forty (40) hours must also be approved by the City Manager. In no case, however, may a period of leave of absence without pay exceed ninety (90) days. During the period of approved and unpaid leave, the employee must pay for any optional insurance coverage at the employee rate on a pro-rata basis during the period of unpaid leave. During periods of leave without pay, all leave accrual shall be pro-rata based on the number of hours worked in the month. Vacation shall be charged in half hours rounded to the nearest half hour on the employee's time sheet.

~~Fire Department shift personnel shall refer to Article 16, Leave of Absence, Section C, Leave without Pay of local agreement between City of Gautier and local 3290.~~ (Pending Negotiation)

~~Police Department permanent full-time employees with at least twelve (12) months of continuous service with the City will be eligible to receive leaves of absence without pay, not to exceed thirty (30) days, for personal reasons such as marriage, illness of a family member, disposal of a family estate, funeral for other than immediate family, and other emergencies upon recommendation of the Chief of Police. Seniority shall be earned while on personal leave.~~ (Pending Negotiation)

SECTION 18. Travel and Training.

Mileage will be reimbursed per mile equal to the rate allowable by Mississippi Department of Finance and Administration (www.dfa.state.ms.us); all other allowable expenses are reimbursed on an actual cost basis. All expenses must be itemized. Claims for reimbursement of travel expenses, other than mileage, shall be accompanied by invoices and/or receipts showing proof of payment of such claims, except the daily meal per diem as provided hereafter. City travel and meal expenses may have ceilings above which expenditures are not reimbursable. Employees are urged to obtain this information from the City Clerk prior to travel. Requests for reimbursement of travel expenses incurred while on official business must be submitted within five days on a City of Gautier Expense Reimbursement Request form. In some situations, the City may provide for advance payment for travel expenses. If an employee desires an advancement of travel expenses, he/she should complete a City of Gautier Employee Request for Travel Advance form.

SECTION 18.1. Travel Advance Authorization

Travel authorization requests for advance payment for travel expenses incurred while on official business must be submitted on the Travel Authorization form. If possible, travel advance requests should be submitted to accounts payable thirty (30) days prior to the travel dates. The employee must also plan their request so that payment approval may be accomplished a minimum of seven (7) days prior to scheduled travel.

a) Approval. Forms are to be submitted to department heads for verification and approval prior to issuance of travel advances. If approved, the department director will forward the request for travel advance to accounts payable.

b) Accounts payable will review the request for compliance to the employee handbook and the Mississippi Department of Finance & Administration for accuracy and costs estimates.

c) If policy guidelines are met and figures are correct, the request for funds will be placed on the next City Docket of Claims for approval.

d) Following approval of the Docket of Claims, accounting will issue checks to the employee requesting travel advance pay.

Employees that do not meet the policy guidelines will be contacted immediately for proper compliance.

SECTION 18.2. Travel While on City Business.

1) Emergency Overnight Trips

a) Lodging. All authorized travel receipts must be signed and submitted to the Accounts Payable Generalist within five (5) working days upon return from an authorized trip. A reasonable class of accommodation shall be selected where choice is available. The single rate should be clearly indicated on all receipts. Failure of an employee to turn in receipts and complete documentation within five (5) working days after employee returns to work may result in the employee personally paying for travel and being reimbursed upon return.

b) Meals. Meal reimbursements for all overnight trips are to be itemized on the reimbursement form. Reimbursement rates for meals will not exceed the maximum rates set by the MS Department of Finance for the applicable location. If per diem advances are received, the amount will not exceed the maximum daily rate set by the Mississippi Department of Finance for the applicable location. Alcoholic beverages and gratuities are not reimbursable.

c) Mileage Allowance. The City encourages the use of City vehicles for authorized travel when possible. Employees who must utilize their personal vehicles on travel assignments will be allowed the current rate per mile as set by the Internal Revenue Service (IRS).

1. No reimbursement for mileage shall exceed the dollar amount of round trip airfare at the coach rate on a licensed common carrier, plus approved auto rental or taxi fare at point of destination.

2. When two (2) or more employees are attending the same seminar, convention, or meeting, car-pooling shall be practiced whenever possible. The actual odometer reading from City of Gautier to destination and return to City of Gautier will be used.

3. If an employee for his or her own convenience travels by an indirect route or interrupts travel by the most economical route, the employee shall bear any extra expense involved. Reimbursement for such travel shall be for only that part of the expense as would have been necessary in order to travel.

4. Out-of-State Travel. Requires prior written approval by the employee's Department Director and a completed Request for Out

of State Travel Authorization signed by the City Manager.

5. When city vehicle transportation is available for travel on City business, but an employee elects to take their own vehicle for personal reasons; he/she must receive written authorization by the City Manager in order to receive mileage reimbursement.

2) Local Travel and Expenses

a) Local Meals. Reimbursement for meals will be allowed only where the employee is attending a seminar or conference outside the county as a representative of the City for a specific purpose, or where the employee's attendance will directly benefit the City, provided the meal is included in the registration package. No reimbursement will be allowed for meetings that are of a social nature. The request for reimbursement of local meals should include the following information: date, place, the meeting attended, and the specific reason for attendance.

b) Local Mileage. Local mileage will be reimbursed as found in paragraph (1) (c), above.

3) Parking fees and shuttle cab fees will be reimbursed by actual cost and receipts must be presented to verify usage.

The following are expenses that will not be reimbursed by the City: (1) laundry, cleaning, or valet services; (2) tobacco; (3) alcoholic beverages; (4) entertainment; (5) personal telephone calls; (6) first class travel accommodations when economy or coach class are available; (7) meals and lodging in lieu of other meals and/or lodging, the expense of which is included in the registration fee; (8) fines, forfeitures or penalties; (9) rental vehicles except as pre-approved by the City Manager; (10) expenses of a spouse or other non-employee; (11) loss or damage to personal property; (12) barber, beauty parlor, shoe shine or toiletries; (13) personal postage; (14) food (other than meal allowance); and (15) personal items.

The following are expenses that may be reimbursed by the City: (1) hotel/motel; (2) registration; (3) book fees; (4) gas for city vehicles if not available from city gas card (Fuel man card) and/or mileage reimbursement; (5) repairs to city vehicle if out of town; (6) car rental (if approved); (7) air fare.

SECTION 19. Employee Personnel Records.

The City Clerk is responsible for establishing and maintaining an official personnel file for each employee of the City. Access to the official personnel files may be allowed if the City Manager, applicable Department Director, and/or City Clerk find access would be helpful, necessary or warranted for administrative purposes.

Employees may review their individual files by making an appointment with the Personnel Generalist. An employee may not remove his/her personnel file or copies thereof from the office nor may the employee remove anything from the file or add anything to the file without the approval of his or her Department Director and the City Manager. Official personnel files and their contents are the property of the City of Gautier.

Department Directors are responsible for forwarding documents for inclusion in the personnel files of those employees assigned to their Department. Only documentation included in the official personnel file of record in the City Clerk's office is admissible for disciplinary or meritorious purposes.

Changes of address, telephone number, or other changes in personal information, should be brought to the attention of Personnel by the employee as soon as the change is known or effective so personnel records will be accurate and up-to-date.

Medical information and similar documents will be filed separately from the official personnel file in accordance with the Health Insurance Portability and Accountability Act (HIPAA).

SECTION 20. Hours of Work/Absenteeism/Tardiness.

Business hours for the following departments are:

Administration & Planning Departments:	Mon. – Thurs., 7:30 A.M. – 5:00 P.M.
	Friday, 8:00 A.M. – 12:00 P.M.
Public Works Department:	Mon. – Thurs., 7:00 A.M. – 4:30 P.M.
	Friday, 7:00 A.M. – 11:00 A.M.

These are nine (9) hour work days, Mondays – Thursdays, with an unpaid lunch period of thirty (30) minutes designated by the employee's supervisor. Fridays' normal work hours, other than some public safety positions, is a four (4) hour work day.

Police Department: Open 24 Hours a day and employee hours are assigned according to the Pay Grade Schedules.

~~Fire Department: Shift personnel shall refer to Article 29, Hours of Work of labor agreement between City of Gautier and local 3290.~~ (Pending Negotiation)

Employees are expected to be at their work location and ready to begin work at the beginning of their work schedule. To the extent possible, the lunch period will be scheduled to allow for continuous staffing of offices with at least one person.

Occasions may arise when service to the citizenry can be improved through the adjustment of an employee's work hours. The Department Director shall approve adjustment in work hours.

Employees are expected to report to work each workday, at the designated time and place, unless there is a valid reason for absence. Tardiness must not generate overtime. Employees are required to notify the appropriate supervisor or official within their Department of each anticipated absence before it occurs. Such advance notice is only excused due to exigent or emergency circumstances. Notification by another employee, friend, or relative is not considered proper except in an emergency situation where the employee is physically unable to make the notification. Unexcused or excessive absence from work and/or improper notification of such absence may subject employees to disciplinary action, including termination of employment. Following any absence, the employee may be required to provide a validated excuse for each such absence.

Advance notice of anticipated tardiness must be provided 15 minutes prior to the beginning of the employee's shift, or the earliest possible time thereafter. Tardiness may only be made up during the pay period in which it occurs, if approved by the employee's supervisor or Department Director.

Notification by another employee, friend, or relative is not considered proper except in an emergency situation where the employee is physically unable to make the notification.

Hours for part-time and certain employees may vary from the normal office hours noted above due to the nature of their duties and will be determined by the appropriate Department Director with concurrence of the City Manager. Any leave without pay must be approved in advance by the Department Director to qualify as an excused absence.

SECTION 21. Nepotism.

Employees and officials are required to adhere to and abide by all applicable and governing laws, ordinances, and regulations pertaining to nepotism (e.g., Miss. Code Ann. §§ 25-1-53, 25-4-101, 25-4-103, and 25-4-105, as amended). It is further the City's policy that the Department Directors shall take every precaution to avoid circumstances in violation of Miss. Code Ann. §§ 25-1-53, 25-4-101, 25-4-103, and 25-4-105, as amended.

For the purpose of this Section, "immediate family" shall be defined as the following Relationships whether established by blood, marriage or other legal actions:

a) Parents, grandparents, step-parents, step-grandparents, brothers, sisters, half-brothers, half-sisters, step-brothers, step-sisters, children, children's spouse, grandchildren, step-children, step-grandchildren.

b) Spouse and spouse's parents, grandparents, step-parents, step-grandparents, brothers, sisters, half-brothers, half-sisters, step-brothers, step-sisters, children, children's spouse, grandchildren, step-children, step-grandchildren.

Intentional failure to report an existing relationship subject to this policy by a probationary employee may result in immediate termination.

SECTION 22. Employee Ethics/Political Activity.

Employees and officials are required to adhere to and abide by all applicable and governing laws, ordinances, and regulations pertaining to ethics, conflicts of interest, and political activity (e.g., Miss. Code Ann. § 25-4-101, et seq., as amended. In addition, employees:

1. Must always conscientiously perform all assigned job duties.

2. Must be tactful, patient and courteous when conducting City business.

3. Shall not grant special consideration to any citizen or group of citizens.

4. Shall not engage in any outside employment or have a financial interest that will conflict with his or her duties or be detrimental to the City or otherwise violate the provisions of any federal, state, or local law.

a) ~~Fire Department shift personnel shall refer to Article 15, Employment in Second Jobs of labor agreement between the City of Gautier and Local 3290.~~ (Pending Negotiation)

b) Police Department employees who work second jobs and use equipment issued by the department for the purpose of performing the duties of a second job; shall do so with the understanding that such outside employment must not affect the employee's attendance, efficiency, or the reputation of the City service.

Prior to beginning employment on a second job, the employee must first notify, in writing, the Chief of Police who shall have the right to disapprove any second jobs and/or the use of City issued equipment (i.e. badge, weapon, Taser, vehicle, etc.).

5. Shall not request or permit the use of City vehicles, equipment, materials or property for personal convenience or profit. (Sworn police officers with arresting powers shall be excluded from this item.)

6. Shall not accept or ask for any gift or consideration from any person or firm doing, or seeking to do, business with the City or intending to influence the employee to provide preferential treatment.

7. Shall not report to work or attend any work related function, including official meetings even if not on duty or seeking compensatory time for the meeting, in a condition which is unsafe for the employee, others or physical property, or a condition which renders one incapable of performing job responsibilities, or a condition which creates an unfavorable public image. Such conditions include, but are not limited to, physical illness, or being under the influence of alcohol, narcotics or other mood- or mind-altering substances or medications.

8. Shall not abuse, misuse, neglect, or waste government property, materials or equipment, including City owned or leased vehicles, computers, printers, mobile phone, faxes and telephone lines.

9. Shall not use the City's name or tax exempt status for his or her personal advantage on any purchases.

10. Shall not discuss or reveal confidential City information to anyone, under any circumstances, except within the scope of his or her job duties.

Employees have a civic duty to cast their votes for candidates and issues as they choose and to support candidates and issues with their personal efforts and voluntary contributions. No City employee may actively participate in any political activity in any City primary or City election. Failure to adhere to this policy shall be deemed cause for removal in accordance with Miss. Code Ann. §§ 21-31-27.

An employee's failure to adhere to Section 22 of this Policy may result in disciplinary action and may include termination.

SECTION 23. Personal Appearance.

It shall be the responsibility of all employees to represent the City to the public in a manner that shall be courteous, efficient, and helpful.

City employees should always be well groomed and dressed in a manner suitable for the public service environment and which favorably reflects the City's image. Skin tight apparel, miniskirts, shorts with a hemline reaching more than 2 inches above the knee, jogging suits, sweat pants, torn clothing, and clothes exposing bare midriffs are not suitable. Tank tops or camisole tops are allowable when covered by an appropriate jacket, sweater or over-shirt. Tongue, cheek, eyebrow, nose and eyelid piercing are unacceptable. All employees provided uniforms are required to wear them. In addition, Police and Fire Department employees as well as other City employees are expected to further conform to any reasonable departmental dress and personal appearance codes.

SECTION 24. Personal Use of Telephone and Mail Systems.

City telephones, including FAX machines, are to be used for City business. Personal calls, when necessary, must be local, of short duration, and on an infrequent basis. It is the employee's responsibility to insure that no cost to the City results from personal telephone or FAX calls.

The use of City supplies or postage for personal correspondence is not permitted. Receipt of personal mail at the City's post office box or address is also not permitted.

SECTION 25. Payroll and Deductions.

The following deductions are required by law from each employee's pay:

1. Federal and State Income Tax withholding.
2. Social Security.
3. Retirement contributions (eligible employees only).
4. Deductions authorized by law, such as garnishments.
5. Medicare deductions.

Additional deductions that are optional and may be requested by the employee include:

1. United Way contributions.
2. Deferred compensation.
3. Payment of health insurance premium (if applicable).
4. Payment of dental insurance premium (if applicable).
5. Other City approved employee plans.

It is the employee's responsibility to maintain current payroll deduction information with the City Clerk. Employees wishing to add or change their payroll deductions should contact the Personnel

Generalist for the appropriate forms.

SECTION 26. Time Sheets/Preparation of Payroll.

A bi-weekly time sheet shall be completed by each employee, submitted by the employee in accord with department policy, no later than the department's deadline for submission of same and then signed by one of the employee's supervisors.

All hours of work must be accurately recorded. Your signature on your Time Sheet certifies that the time reflected was the actual time that you worked during that particular workweek.

The Accounting Supervisor/Deputy City Clerk computes earnings as well as deductions pertaining to City payroll. Changes in rate, position, and status are to be supported by a Status Change Form verified by the Accounting Supervisor and signed by the Department Director and City Manager. No salary change shall be implemented unless accompanied by an approved Status Change form containing stated signatures and indicating a salary increase is being granted. Salary increases other than transfers to vacant positions with budgeted salaries shall be made only after specific City Council authorization.

If a payday falls on a holiday, payday shall be the last working day before the holiday.

Employees should direct inquiries concerning payroll matters to the Personnel Generalist or Accounting Supervisor in the Administration Department.

SECTION 27. Garnishment.

The City expects each employee to keep his personal affairs in a good condition and meet his financial obligations promptly. Garnishments and attachments create an administrative burden on the City. For this reason, they are looked upon with disfavor and recurrences may result in disciplinary action up to and including termination.

SECTION 28. Deferred Compensation.

The City, through the State of Mississippi Public Employees Retirement System (PERS), presently provides an option to any full-time employee to invest a portion of his/her present earnings in a deferred compensation plan. This is a supplemental retirement savings plan where a certain dollar amount (minimum investment is $25.00) may be designated by the employee to be withheld from his/her paycheck and invested for payment at a later date. Under this arrangement, neither the deferred amount nor earnings on the investments are subject to federal income taxes until such time as the employee receives payment from the plan. The plan is voluntary and the City makes no guarantee or recommendation of specific investments under the plan.

Enrollment can be arranged through the Personnel Generalist or through the online link located on the PERS website. Contributions to the program are financed solely by the employee through payroll deduction. Benefits received through this program are in addition to any Social Security or PERS benefits for which the participating employee would be eligible.

SECTION 29. Life and Accidental Death and Dismemberment Insurance.

Regular full-time employees are provided a term life and accidental death and dismemberment insurance policy provided by the City in the amount of $15,000.00 and $100,000.00 respectively subject to the following eligibility requirements:

Coverage is effective the first day of the month coincident with or following thirty (30) days of employment and continues until the employee leaves the City's employment, the employee moves to an employee class which is not eligible for this benefit, or the policy is discontinued completely by the City, which may occur at any time and without notice. Termination under the policies shall be effective when premium payments for such employee's insurance are discontinued or upon separation of the employee from City employment.

SECTION 30. Group Medical Insurance.

The City offers to all regular full-time employees and all eligible dependents thereof group medical and dental insurance. Coverage under such insurance becomes effective the first day of the month coincident with or following thirty (30) days of employment. Benefits and terms of both plans are described in insurance brochures provided to each new employee at the time of eligibility or which are otherwise available to employees from the Personnel Generalist.

Enrollment forms for such coverage are available from the Personnel Generalist. It is the employee's responsibility to notify personnel of any change in dependent status by completing updated enrollment forms. Upon termination of employment with the City, the employee may elect to continue medical coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

SECTION 31. Continuance of Medical Coverage (COBRA).

Employee and/or dependent medical coverage under the current plan may cease as a result of one (1) of the following events:

1) Termination of employment

2) Change to nonparticipating employment status

3) Divorce

4) Dependent child becoming ineligible

Employees or dependents may elect to continue medical and dental coverage, at their own expense, beyond the date that it would otherwise terminate. The insurance administrator will provide all eligible employees and their dependents information on COBRA upon separation of employment. Employees seeking to maintain coverage for ineligible child may contact the Personnel Generalist for cost information. If an employee or eligible spouse or dependent does not elect to continue coverage, group health insurance will end as scheduled under the plan.

SECTION 32. Retirement System.

Eligible employees who select City employment as a career can look forward to retirement benefits through the State retirement system. Participation in the retirement system is mandatory for all full-time employees and part-time employees working no less than twenty (20) hours per week. You must contribute a portion of your salary and the City also will contribute to the retirement system on your behalf. These benefits, plus those from Social Security, are designed to provide a measure of security at retirement. If you should quit your job with the City before you retire, the money you paid into the system, plus interest, will be refunded to you when you submit proper forms to the State retirement system. However, contributions can be left in the system under certain circumstances. For further information, please contact the Personnel Generalist.

SECTION 33. Employee Assistance Program (EAP)

This is an employer/employee benefit program designed to identify and provide counseling for employees and dependents that have personal problems that may contribute to unacceptable job performance, absenteeism, employee/employer relations, and on-the-job accidents. A range of substance abuse/chemical dependency and mental health treatment services are also offered. Any employee who is interested in any services provided by Singing River Services under the EAP contract; must contact the Personnel Generalist for more information.

SECTION 34. Tuition Reimbursement.

All regular full time City employees with one (1) year tenure are eligible for tuition reimbursement. An eligible employee may apply for and receive reimbursement for no more than four (4) courses per year. Only courses directly related to the employee's job or a job to which the employee may reasonably aspire are eligible for this program. The City Manager has final say as to whether courses are eligible for reimbursement and granting class attendance during business hours.

Employees may request annual leave to attend classes, but the City makes no promises to grant such requests.

Only tuition will be eligible for reimbursement. Reimbursement will not be made for any course when the employee is receiving scholarship money or tuition benefits.

Tuition will be reimbursed as follows:

Grade of "A"	100%
Grade of "B"	75%
Grade of "C"	50%
Grades < "C"	0%

To apply for this program, the employee must submit a request form with course information prior to enrollment date. Request forms may be obtained from the Personnel Generalist. All course work must be pre-approved by the City Manager and be job-related and beneficial to the City of Gautier to be eligible for participation in the program. A copy of course schedule must be submitted to personnel upon enrollment. Upon successful completion of a course, the employee must provide an

original grade report and detailed receipt of tuition payment to Personnel within thirty (30) days to receive reimbursement.

~~Fire Department: Shift personnel shall refer to Article 33, Tuition, in labor agreement between City of Gautier and Local 3290.~~ (Pending Negotiation)

SECTION 35. Risk Management.

35.1 Accident Prevention and Safety

Maintaining a safe workplace demands the continuous cooperation of all employees. All department heads and division supervisors will be held accountable for their responsibility in the success of an effective safety program, and will participate in its development, implementation and improvement to eliminate unnecessary accidents and needless expenses.

The city-wide safety program will be under the control of the Personnel Generalist. He or she will develop an appropriate education and training program and establish and implement rules and regulations which are sure to enhance and maintain a safe workplace.

Employees are expected to use common sense and good judgment in everyday work habits and comply with safe work practices. Illustrations of safe work practices are:

1) Use of proper safety equipment when performing an assignment.

2) Not operating equipment or machinery while under the influence of prescribed medication while under a physician's care and written approval.

3) Under no circumstances should an employee operate machinery or equipment while under the influence of drugs or alcohol.

4) Operating only equipment or machinery for which training or certification has been received.

5) Warning co-workers of an unsafe work environment or practices.

6) Adhering to all safety/operating rules posted on equipment, machinery and at work areas.

7) No horseplay on employer premises or in the field.

35.2 Reporting

Employees are required to promptly document and notify their immediate supervisors or, if unavailable, others within their chain of command or authority, of all accidents involving City property and City personnel. In addition, any employee who suffers accidental injury or occupational disease in the course and scope of his or her employment must report the incident to his or her supervisor or Department Director immediately or within twenty-four (24) hours after the time of the accident. Failure to notify supervisory personnel of any accident involving City property may result in immediate disciplinary action up to and including termination. The Director or Supervisor is responsible for immediately notifying the Office of Human Resources and processing all documentation to same within twenty-four hours of incident.

Employees injured after normal business hours or over a holiday or weekend while performing duties and responsibilities for the City; and who require medical attention before the next business day, will go to the Singing River Hospital or Ocean Springs Hospital Emergency Room, whichever is closer. If the employee refuses medical treatment of the provider selected by the City; he or she reserves the right to choose their own physician and must complete a Physician's Choice form with the Office of Human Resources.

In every case requiring medical attention, the employee will submit a work status report (signed by the attending physician authorizing his/her return to work) to the Personnel Generalist who will then contact the department director. Under no circumstances will he or she return to duty until this document has been received. If follow-up treatment is required, the employee must keep the Personnel Generalist and their department director or division supervisor informed of their condition.

35.3 Alcohol Breathalyzer and Drug Screening

In the case of a vehicle accident including single vehicle accidents, the employee will be subjected to an alcohol breathalyzer and drug screening (refer to Drug and Alcohol Policy). Authorization of these and additional medical procedures shall be authorized by the Personnel Generalist who will also receive the test results.

35.4 Worker's Compensation

Payment of worker's compensation to any employee injured as a result of an injury arising out of and during the performance of their work duties with the City will be governed by the Mississippi Workers' Compensation Law.

An employee sustaining a lost-time injury with sick and annual leave credited to account may request the department director to apply sick and/or annual leave in order to obtain pay while absent from duty as a direct result to an injury identified in items (a) through (c) of this section.

In the event of an absence resulting from injury or illness discussed in this section, an employee's sick or annual leave may be used to make up the difference in pay from the amount he/she receives in accordance with the worker's compensation rate. Sick and annual leave hours may be used to make up for any lost wages, however, the employee may not receive more compensation than he or she would have received had they not been injured. Amount of pay by an employee for injury in the line of duty shall be reduced by the amount of any worker's compensation benefits received by the employee and in no event shall the pay exceed 100% of the salary paid to such an employee.

a) Full wages will be paid for the time spent at the initial visit to the doctor for the injury. Moreover, if the injured employee cannot return to work, compensation shall be paid in accordance with the Mississippi Workers' Compensation Law.

b) If the employee is unable to return to duty on his or her next shift or normal work day; the injury will be considered a disability beginning the following day of the injury.

c) Mississippi Workers' Compensation Law does not allow for compensation for the first five (5) days of disability. However, if the injury results in disability of fourteen (14) days or more, compensation shall be allowed from the date of disability.

~~Fire Department: Shift personnel shall refer to Article 13, Compensation of Injured Employees/Safety, Item A1, A2, and A3between the City of Gautier and Local 3290.~~ (Pending Negotiation)

35.5 Safety Equipment and Devices

The City will provide proper and necessary safety equipment and devices for employees engaged in work when such equipment and devices are necessary. When safety equipment and devices are provided, they must be used. Failure to utilize provided safety equipment or devices will be subject to disciplinary action. If equipment or devices are reported to be worn or damaged; the City will replace them.

Personally purchased/owned safety devices shall not be utilized without written approval from the department head.

35.6 Vehicle Safety

All city employees' using city vehicles or personal vehicles on city business must abide by all state and federal traffic laws including seatbelt requirements. Activities such as eating, drinking, texting, emailing, personal grooming, or other distractions shall be refrained from while the vehicle is in motion.

Any driver determining that the vehicle assigned is unsafe to operate must report the unsafe condition(s) to his or her immediate supervisor. The department director or division supervisor must then take action to rectify the unsafe condition(s).

SECTION 36. Grievances.

An employee may make a request for resolution of any dissatisfaction arising from the interpretation and the application of work rules, policies, procedures, or practices (i.e., a "grievance"). Dissatisfactions involving job classifications, grade, salary, and other wage issues, benefit determinations, payroll procedures, or any matter outside the control of the immediate supervisor are not included for resolution under this procedure for grievances.

Disciplinary actions involving verbal and written reprimands are included within this grievance process and procedure. As to grievances pertaining to harassment and discrimination, employees are referred to other provisions and sections contained in this personnel manual and the policies and procedures referred to or incorporated in this manual.

Compliance with the time frames outlined in each step of the procedure must be followed in order that the request for resolution is considered timely. If the employee does not follow the prescribed time frame, the request becomes outdated and the last response made will become final. If the party responding to the employee's request does not follow the time frame, the response becomes outdated and the employee may proceed to the next step of the procedure. Such time frames may be extended by written mutual agreement that must be entered into before expiration of the applicable time frame as outlined in each step. To insure compliance with time frames involving written requests and written responses, all correspondence should be copied to the City Clerk. All responses will be hand-delivered to the recipient or their representative or sent by certified mail to the most recent address in the personnel record of the employee making the request. When

presenting the dissatisfaction and requested remedy at each step, all prior requests, responses, and documentation must be provided by the employee.

When initiating a verbal discussion with his or her Supervisor/Manager or submitting a written request for resolution to the Supervisor/Manager or Department Director, or, if applicable, the City Manager, as provided in the procedure below, an eligible employee must provide:

1) A clear statement of the circumstances which affected the employee and caused the dissatisfaction; and

2) A clear statement of the requested remedy to resolve the dissatisfaction. No new requested remedies may be introduced after the completion of Step Two (2) of this procedure unless mutually agreed upon by the parties involved.

PROCEDURE:

(1) Step One: The employee shall first discuss the concern with his immediate supervisor and every attempt shall be made by the supervisor and the employee to resolve the matter at that level. The best solutions are usually found at this point. If an employee's grievance concerns the supervisor, however, the employee may proceed directly to Step Two.

(2) Step Two: If the matter is not resolved in Step One, the employee may, within three (3) working days bring the matter to the attention of the next level of supervision for discussion and consideration.

(3) Step Three: If the matter is not resolved in Step Two, the employee may, within three (3) working days, bring the matter to the attention of his Department Director for discussion and consideration.

(4) Step Four: If the department head does not resolve the matter to the satisfaction of the employee, the employee may within three (3) working days request an appointment to present the problem to the City Manager. The City Manager shall make an appointment within five (5) working days of the time of the request and hear the employee's presentation of the matter. The employee shall reduce the matter to a written, signed statement including the results of steps 1, 2, and 3 for presentation to the City Manager.

A determination shall be made by the City Manager within five (5) working days after the meeting between the employee and the City Manager. The decision of the City Manager will be final.

Grievances within the jurisdiction of the Civil Service Commission as per Miss. Code Ann. §21-31-1 et seq., are excluded from the purview of this grievance procedure if such grievance can be fairly said to fall within the established jurisdiction of the Civil Service Commission.

~~Employees covered under union contract are excluded from this procedure. Individual grievance procedures may be found in the union contract.~~ (Pending Negotiation)

The case file will be forwarded to and maintained in the Administration Department where it will be filed separately from any official personnel files. Grievances will be kept on file for the duration of the employee's employment with the City. If the City Manager is the subject of a grievance or

otherwise has a conflict, the employee may request the City Clerk to refer the matter to the City Attorney for investigation and recommendation in lieu of the City Manager.

SECTION 37. Americans with Disabilities Act (ADA).

The City will not discriminate against qualified applicants and employees on the basis of disability. The City will provide a reasonable accommodation to the known physical or mental limitations of a qualified applicant or employee with a disability unless the accommodation will impose an undue hardship on the City. You may contact the ADA Coordinator for more information on ADA Policies and Procedures.

SECTION 38. Equal Employment Opportunity (EEO) Policy.

It is the policy of the City to provide equal employment opportunity for all employees. This commitment includes a mandate to promote and afford equal treatment and services to all employees and to assure equal employment opportunity based on ability and fitness to all persons regardless of race, religion, color, creed, national origin, sex, age, or the presence of any sensory, mental, or physical disability, unless otherwise excepted or limited by law. If an employee believes that he or she has been subjected to discriminatory harassment by a co-worker, supervisor, or anyone else during the course of his or her employment, he or she should immediately submit his or her concerns in accordance with the City's separate policy on equal employment opportunity, which establishes administrative grievance procedures. The goals and objectives of this separate policy are to insure fair treatment and non-discrimination in hiring and employment and to provide compliance with state and federal equal opportunity requirements and regulations. Retaliation against an employee by another employee or supervisor for opposing discriminatory harassment, for filing a bona fide complaint of discriminatory harassment, or for providing information in good faith regarding another employee's complaint will not be tolerated. Employees should contact the City Clerk to obtain a copy of this policy.

SECTION 39. Harassment/Sexual Harassment.

Harassment is unwarranted and unwanted verbal or nonverbal conduct which threatens, intimidates, pesters, annoys, or insults another person, where such conduct has the purpose or effect of creating an offensive, intimidating, degrading, or hostile environment, or interferes with or adversely affects a person's work performance.

It is the policy of the City that harassment in any form will not be tolerated. The City will not tolerate acts of sexual harassment or related retaliation against or by any employee and fully supports enforcement of state and federal anti-discrimination laws pertaining to sexual harassment. Prohibited conduct includes, but is not limited to, the following:

1) Offensive, derogatory, inappropriate or abusive statements, comments, slurs or gestures;

2) The use of sexually suggestive language and other behavior that is offensive, derogatory, inappropriate or abusive;

3) Conduct that interferes with job performance or creates an offensive or intimidating work environment;

4) Unwelcome flirtation, requests for sexual favors, sexual advances or propositions, requests for "dates", and other verbal or physical conduct of a sexual nature;

5) Display of sexually suggestive or sexually explicit pictures, greeting cards, books, drawings, photographs, magazines, websites, cartoons or objects;

6) Circulation of e-mails, jokes, or other materials that reasonably could be viewed as offensive by any employee;

7) Implication, by word or action, that an employee must tolerate or submit to sexual advances or offensive, inappropriate, or abusive conduct.

Employees who believe they have been victims of harassment or who may have witnessed an act of harassment should report the incident immediately to the City Manager or the City Attorney. The City Manager will promptly investigate all complaints through whatever means necessary. An employee may be suspended, with or without pay, pending the results of the investigation. Failure to cooperate fully with an internal investigation may result in disciplinary action up to and including termination.

The City will maintain confidentiality of the complaint, the investigation, and the result to the extent possible, and will instruct everyone involved in the investigation to do so as well. If the City concludes that a policy violation or illegal activity has occurred, it will take immediate and appropriate corrective action.

This policy prohibits retaliation against any person who brings an accusation of harassment or who assists with a harassment investigation or its resolution. However, any employee found to have knowingly and deliberately reported an accusation of harassment in bad faith will be subject to disciplinary action up to and including termination.

SECTION 40. Violence in the Workplace.

The City will not tolerate any acts of violence to persons or City property. All acts of violence are treated seriously. Each act of violence will be dealt with promptly and appropriately utilizing administrative, managerial, legal and disciplinary actions.

Any employee determined to be responsible for threats of or actual violence or other violent conduct in the workplace that is in violation of these guidelines shall be subject to prompt disciplinary action, including termination of employment.

SECTION 41. Employee Conduct.

It shall be the duty of all City employees to maintain high standards of cooperation, competency, efficiency, and integrity in their work with the City. If an employee's conduct falls below standard, he or she may be subject to disciplinary action, including termination of employment.

Some general areas for which an employee may be disciplined include, but are not limited to, the following:

1) Reporting to work or otherwise on duty or off duty if attending an official city meeting or function while under the influence of alcohol, intoxicants, or non-prescribed or illegal drugs,

narcotics, or "controlled substances," as such terms or phrase are/is understood and referred to in the statutes of the State of Mississippi (e.g., Miss. Code Ann. § 41-29-113 through § 41-29-121 (Rev. 2001), the use of alcohol and/or other intoxicants while at work and/or on duty and/or off duty if attending an official city meeting or function, and/or a positive drug test result as obtained or received pursuant to the City's policy on drug testing. A positive drug test is defined as any test showing a detectable amount of a prohibited substance in the employee's system.

2) Use of narcotics or non-prescribed illegal drugs or "controlled substances," as understood and referred to in the statutes of the State of Mississippi (e.g., Miss. Code Ann. § 41-29-113 through § 41-29-121 (Rev. 2001) while either on or off duty.

3) Failure to follow or adhere to the lawful or reasonable order, regulation, instruction, or directive of one's supervisor, including, without limitation, his or her Department Director, and the City Manager.

4) Refusal to adhere to or failure to comply with the City's policy on drug testing.

5) Absence without leave, including, without limitation, the failure to report for employment, and/or being absent from work without permission or failing to report such absence to the appropriate supervisor or Department Director.

6) Being habitually or excessively absent or tardy for any reason.

7) Failure to perform assigned work or required duties in an efficient, effective, competent, and/or satisfactory manner according to reasonable City standards.

8) Incompetence or inefficiency in the performance of duties of the position to which he or she is employed.

9) Being wasteful of or misusing City material, property, equipment, or resources, and/or work time.

10) Conviction of or plea of *nolo contendre* to a felony or misdemeanor. This would include any charge(s) that may adversely affect conditions or requirements of your job description or Civil Service minimum requirements for employment with the City of Gautier.

11) Making or disseminating slanderous remarks or representations involving fellow employees or supervisors.

12) Removal and/or conversion of City money, merchandise, or property, including property in custody of the City without permission.

13) Dishonesty, including, without limitation, intentionally giving false information, submitting false work records, making false statements when applying for employment, and falsifying any information during the application and/or pre-employment process (es).

14) Divulging, misusing or removing any employee lists, records, designs, drawings or confidential information of any kind without proper authorization and/or permission of the City Manager or Department Director.

15) Making excessive or unauthorized charges to the City by Fuel man (gas) card, purchase order, or other means of obligating the City to improper or unlawful debt.

16) Falsification of time and attendance records for payroll or submitting or punching in a time card for someone else.

17) Abuse of sick leave privileges by reporting sick when not sick or obtaining sick leave pay falsely or under false pretenses.

18) Use of profanity or abusive language or wantonly offensive conduct or language toward a fellow employee or member of the public while in the course of employment with the City.

19) Engaging in political activities prohibited by this employee handbook or otherwise in violation of any federal, state, and/or local law, ordinance, or regulation.

20) Engaging in inter- and intra-office relationship(s) that interfere(s) with workplace productivity.

21) Making acts or threats of violence, fighting, or stalking or otherwise acting in a threatening manner toward another employee, a supervisor, an elected official, and/or a member of the public while in the course of his or her duties with the City.

22) Unauthorized possession or use of firearms, dangerous weapons, or explosives at the work site or in the course of his or her duties with the City.

23) Conduct unbecoming an employee of the City either while on or off duty.

24) An attempt to induce any employee of the City to commit an illegal act(s) or an act(s) in violation of any lawful or reasonable departmental regulation, policy, and/or procedure.

25) Violation of internal rules, regulations, policies, and/or regulations established by the City Departments and/or Department Directors, provided they are not in conflict with the policies, provisions, procedures, and regulations of this employee handbook or any amendment thereof.

The above referenced and non-exclusive list of general areas for which an employee may be disciplined or terminated fall within the purview of those acts, omissions, and/or conduct which give rise to disciplinary action under Miss. Code Ann. § 21-31-21 (Rev. 2001) and amount to one (1) or more of the following: incompetence, inefficiency, inattention of duty, dishonesty, intemperance, immoral conduct, insubordination, discourteous treatment of the public or a fellow employee, and/or acts of omission or commission tending to injure the public service.

Failure to discipline an employee for one (1) or more of the foregoing or other grounds for discipline does not limit the City from disciplining the same employee for the same ground(s) for discipline on other occasions or other employees for the same ground(s) for discipline.

SECTION 42. Disciplinary Action.

Without limitation, discipline involving less than termination may take the form of a verbal warning or reprimand, a written warning or reprimand, a performance appraisal indicating substandard performance in one or more areas, probation, suspension without pay, and/or demotion or reduction in rank. Verbal warnings or reprimands become a part of an employee's official personnel file and remain in the personnel file for the duration of his or her employment with the City of Gautier.

Disciplinary actions involving suspension without pay, demotion or reduction in rank, and/or termination of employment require prior notification to and approval by the City Manager.

Civil Service employees (i.e., regular full-time employees) may be disciplined for any of the reasons or bases set out in the policies, procedures, provisions, and/or regulations herein or for any other reason or basis made in good faith for just cause.

SECTION 43. Fitness for Duty.

If there are documented reasons to question an employee's fitness for duty, i.e., ability to perform job duties and/or to meet the expectations of conduct described herein or in other City policies or governing documents, the City reserves the right to refer the employee to Singing River Services for an "EAP" evaluation. This includes situations where the employee is exhibiting bizarre, inexplicable, or unacceptable behavior. A department director may recommend an employee for these contract services to the City Manager on the basis of his or her ability to function on the job.

The intent is to use the findings of the "EAP" to assist the department director and division supervisor in a plan to improve the employee's productivity. After the evaluation, the employee is required to sign a medical records release or obtain and furnish an evaluation from an appropriate professional, including a urinalysis as covered by the City drug policy. When the City requires such an evaluation, any costs outside of the "EAP" service contract, will be the City's responsibility.

SECTION 44. Whistle blowing.

The City strives to conduct its business with the utmost integrity and in strict accordance with all applicable federal, state and local law. Accordingly, employees are required to bring to the attention of the City any improper actions of City employees, including conduct prohibited by law and/or any request of an employee to engage in conduct prohibited by law. The City will not retaliate against any employee who makes such a disclosure in good faith.

SECTION 45. Resignation.

When an employee decides to resign, at least two (2) week notice is requested. The notice is to be a written statement to the employee's supervisor stating the effective date and reason for resignation.

Once a resignation letter has been received, the City is under no obligation to retain the employee resigning if in fact the employee retracts the resignation letter. The decision to retain said employee will be at the sole discretion of the City Manager.

SECTION 46. Job Abandonment/Voluntary Termination.

Any employee who is absent from work for three (3) consecutive workdays without proper notification and authorization may be considered to have voluntarily terminated his or her position.

SECTION 47. Drug Testing.

The City of Gautier, at a minimum, will comply with the requirements of the Drug-Free Workplace Act of 1988 and MS Code Annotated, Sections 71-7-1 thru 71-1-33.

Any employee determined to be in violation of this policy is subject to disciplinary action which may include termination, even for the first offense.

The City strictly prohibits the manufacture, distribution, dispensing, possession, sale, purchase, or use of alcohol or a controlled substance, without a medical prescription, while on the job, or on company property. Employees reporting to work, or working under the influence of alcohol or a controlled substance without a medical prescription is prohibited. Furthermore, the City of Gautier prohibits the presence of any detectable amount of prohibited substances in the employee's system while at work, while on City premises or in a City vehicle, or while conducting City business. "Prohibited substances" will include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

The City has a separate policy for drug testing and requires all employees to adhere to and abide by this policy. Employees should contact the Personnel Generalist to obtain a copy of the official drug policy in its entirety. Employees who violate this Policy are subject to appropriate disciplinary action including termination.

SECTION 48. City Owned/Leased Cellular Telephones.

This policy outlines the use of city-owned cell phones, the use of privately owned cell phones and the safe use of cell phones by employees while driving.

Personal Use of City–Provided Cellular Phones: Where job or business needs demand immediate access to an employee, the City may issue a City-owned and serviced cell phone to an employee for work-related communications. City owned cellular telephones are for official business only. Occasional brief personal use is allowable but should be avoided. Phone invoices may be audited by the user Department to ensure proper use of city-provided cellular phones.

Cellular phones shall remain the sole property of the City and shall be subject to inspection or monitoring (including related records) at any time. Employees in possession of City equipment such as cellular phones are expected to protect the equipment from loss, damage, or theft. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the phone for return or inspection. Employees unable to present the phone in good working condition within the time period requested (for example, 24 hours) may be expected to bear the cost of a replacement.

Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges will be considered to have left employment on unsatisfactory terms and may be subject to legal action for recovery of the loss.

SECTION 48.1 Use of Personal Owned Cell Phones.

It is City policy that use of personal cellular phones (including text messaging) shall be limited during the work day and City cellular phones shall be utilized for business purposes only and in a safe manner.

Personal Cellular Phones: During paid work time, employees are expected to exercise the same discretion in using personal cellular phones as is expected for the use of any City phones. Employees are expected to make personal calls on non-work time when possible and to ensure that friends and family members are aware of the City's policy. Flexibility will be provided in circumstances demanding immediate personal phone use, but this immediate need should be communicated to an employee's supervisor.

SECTION 48.2 Safe Use of Cell Phones.

Safety Issues for Cellular Phone Use: Employees whose job responsibilities include regular or occasional driving are encouraged to refrain from using a cellular phone while driving. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to a reasonably safe location and safely stop the vehicle before placing or accepting a call. If acceptance of a call is unavoidable and pulling over is not an option, employees are required to use hands-free options and are expected to keep the call short, refrain from discussion of complicated or emotional issues, and keep their eyes on the road. Special care should be taken in situations where there is traffic, inclement weather or the employee is driving in an unfamiliar area.

In situations where a City cell phone has been issued and the employee's job responsibilities include regular driving and accepting of business calls, hands-free equipment will be provided to facilitate the provisions of this policy.

With the exception of extraordinary circumstances, operators of authorized emergency vehicles are to comply with the hands-free requirement while driving. Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a cell phone for business use, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs.

Text messaging, reading emails, and writing emails while driving is not allowable under any circumstance.

Employees who are charged with traffic violations resulting from the use of a cellular phone while driving on duty may be subject to disciplinary action and personal liability resulting from such traffic violations.

Violations of this policy will be subject to discipline.

SECTION 49. City Computers and Electronic Communications.

Certain employees and officials within the City of Gautier may be provided or authorized to use City-owned or leased computers and electronic communications systems, including electronic mail (e-mail) and internet services.

Such provision or authorization is in no way to be considered or construed to be a benefit or guarantee and no employee has a claim or entitlement to the provision or use of such equipment or services.

SECTION 49.1 Use of City Computers/Microcomputers and Computing Systems.

Employees and officials shall be responsible for using the City-owned and leased computer systems for job-related purposes only. Employees and officials may use only the computing resources they are authorized to use and only for the job-related purposes specified. The use of computers and the City's network(s) are provided to employees as tools for job-related use. Misuse of computers and the network(s) shall be subject to disciplinary action, including termination of employment.

All software, programs, applications, templates, data and data files residing on City microcomputer systems or storage media or developed on City systems are property of the City of Gautier and shall not be removed from the workplace without proper authorization.

The City, therefore, may access, copy, change, alter, modify, destroy, delete or erase this property at any time, with or without notice.

The City does not own computer software but licenses the right to use it. Therefore, software may only be reproduced by authorized City employees or officials in accordance with the terms of the software licensing agreements. Unauthorized copying, duplication, redistributing, and/or republishing of copyrighted or proprietary material (information, data, software packages, etc.) is a direct infringement of the federal copyright law. Illegal copying of software shall be subject to disciplinary action. Computer programs may not be rented, leased, or loaned for direct or indirect commercial advantage. Computer programs may not be used or transferred to another site other than as specified by the licensing agreement.

SECTION 49.2. Electronic Mail (E-Mail).

The electronic mail system hardware and software is the property of the City. Additionally, all messages composed, sent, or received on the electronic mail system are, and remain the property of the City and as such can be viewed, retrieved and monitored by the City. Electronic mail (e-mail) is not the private property of the employee and employees and officials have no expectation of privacy in such mail or in any information or data contained in or attached to such mail. The use of the City's computers and the electronic mail system is reserved for the conduct of business of the City.

SECTION 49.3. Internet/Intranet Access.

Access to the internet is provided to certain City employees to aid or assist in the conduct of City business. Internet and/or intranet communications shall be for business related purposes. However, the City expects that employees will devote their time to City business while on duty and use of the Internet/Intranet for other purposes should be strictly limited and of very short duration. The City has the right to monitor internet and intranet use to assure such use.

Employees who violate this policy by viewing, downloading or sharing sexually suggestive or sexually explicit pictures, greeting cards, books, drawings, photographs, websites, cartoons or objects or websites for gambling; will be subject to disciplinary action, leading up to and including termination.

SECTION 50. Use of City-Owned and Leased Vehicles.

Each employee who is driving a City vehicle is expected to observe any and all safety and vehicle operation procedures and regulations. At its discretion, the City may assign to any employee the care of a vehicle or other equipment under established policy and procedure. Each employee has the responsibility to use reasonable care to ensure the security and care of all City property entrusted to his use and care.

Smoking in City vehicles is absolutely prohibited. No City vehicle or equivalent may be used by a City employee for his personal use.

SECTION 51. Chain of Command.

The "chain of command" should be observed by all employees within their positions of employment. Such lines of authority should only be crossed in emergencies or if otherwise in accord with other policies, procedures, or provisions herein or elsewhere in the City. In accordance with Miss. Code Ann. § 21-9-31, except for the purposes of inquiring or receiving information or advice, neither the mayor nor any member of the council shall give orders to any subordinate of the City.

SECTION 52. Miscellaneous

Please refer to the appendix section of this handbook for complete policies and additional resources.

It is the employee's responsibility to confirm with the City Clerk any aspect of the policies, procedures, provisions, or regulations which there may be a question.

SECTION 53. Sick Leave Abuse (Approved 02/05/13)

Directors shall closely monitor use of sick leave by their employees. Sick leave shall not be considered as a right which an employee may use at the employee's discretion, but shall be considered a privilege and allowed only in cases of actual sickness or disability of the employee or in circumstances where illness in the employee's immediate family makes it necessary for the employee to be absent. (Authorized uses of paid sick leave are established in the city sick leave policy, Section 14)

It is anticipated that employees using paid city sick time for their own illness/injury or that of a family member will use their sick leave time to recuperate or care for their family member. Trips to the doctor, hospital stays or other justifiable illness related travels which take the employee away from home are acceptable; however, employees who establish a pattern of non-illness related personal pursuits during sick leave may subject themselves to disciplinary action up to and including termination.

Furthermore, employees who consistently use sick leave in any observable pattern may be considered to be abusing sick leave privileges. Examples of patterns that may indicate sick leave abuse include, but are not limited to:

- Consistently using sick leave as soon as it is accrued.
- Consistently using sick leave on Fridays and/or Mondays.

- Consistently using sick leave the day before or after an approved holiday.
- Consistently using sick leave in conjunction with approved vacation.
- Consistently using sick leave during certain days of the week, weeks of the year, seasons of the year, etc.
- Consistently using sick time on days where vacation was denied.
- Consistently using sick leave in any other similar observable pattern.

Employees who abuse sick leave will be subject to disciplinary action up to and including termination and may render themselves ineligible for paid sick leave benefits.

SECTION 54. Social Media (Approved 02/05/13)

Purpose

The City of Gautier will employ the use of social media web sites to reach citizens it might not otherwise reach through other traditional means. It is understood that social media sites provide an excellent resource for communicating the city's various messages and promoting the city's services, programs and initiatives. Social media allows real time interaction with citizens, and increases efficiency as it pertains to news, special events and advertising, and also provides a nontraditional support device to internal departments and divisions.

General Provisions

The city, through the City Manager's office, may create and operate a web site on Facebook, Twitter and any other reputable social networking site. The creation of additional sites by individual city departments is allowed with City Manager approval (e.g. Police Department, Fire Department). All sites representing the City of Gautier must strictly adhere to city policy. Content posted to any City of Gautier social media site must be approved by the Director of the department establishing the site. Content posted to city managed social media sites may include news releases, approved photos and videos, agendas, announcements, promotional tools, and similar material.

Guidelines

- The City Manager's designee will create and maintain the city's official social media accounts.
- Under certain circumstances, individual city departments may want to create and maintain social media sites that are separate from those maintained by the City Manager's designee. Departments are required to obtain approval from the City Manager before implementing separate social media sites.
- Department Directors must provide specific justification and reasons for maintaining separate social media sites. If approved, the City Manager or his/her designee will periodically review each city managed social media site. Those sites that do not meet the city's intended goals and objectives may be removed at any time.
- Unless a social media site has been authorized to accept comments, unofficial or public comments may not be posted by followers.
- Some avenues to allow user comments may be turned off, including discussion boards, "walls" and comments sections.

- If the public is allowed to post comments to a social media account or page, the following posts are inconsistent with the city's policies and will not be allowed:
    - Obscene or racist content
    - Personal attacks, insults, or threatening language
    - Potentially libelous statements
    - Private, personal information published without consent
    - Comments totally unrelated to the content of the post
    - Links to material that is not directly related to the discussion
    - Commercial promotions or spam
    - Political activity in any form
    - Pornographic or sexually explicit content
- Anyone may become a "fan" of the city operated sites. However, individuals who display objectionable profile pictures or who do not follow the above guidelines on the city social media sites will not be accepted as "fans" or allowed to "follow" the site(s).

Prohibited Content

Prohibited content on city managed social media sites include political activity, offensive, harassing or sexually explicit imagery or language, endorsements of any product, service or private organization, or commercial or fund-raising activities, except those sponsored or sanctioned by the City of Gautier.

Personal Social Media Accounts

Employees shall refrain from posting information about the City of Gautier using their personal social media accounts. Any person identified as an employee of the City of Gautier on a publicly accessible site is expected to maintain a positive online image and shall avoid conduct that is inappropriate or unbecoming a City of Gautier employee. Any conduct on a social media site that brings discredit upon the City of Gautier, its employees, its services or any of the City of Gautier's legitimate business interests may result in disciplinary action up to and including termination. (Examples of conduct that may bring discredit upon the city would include discriminatory or derogatory remarks, inflammatory or offensive language, harassment, threats of violence or any other similar inappropriate or unlawful conduct.)

SECTION 55 Fuelman Fleet Cards (Approved 02/05/13)

Standards and Guidelines

The City of Gautier has developed this Fuelman policy to establish minimum standards for use of the Fuelman fuel card. This policy will be the official document governing the City of Gautier Fuelman program.

General Information

It is important that the City of Gautier properly safeguard and account for purchases of gasoline and diesel fuel for city owned vehicles. Under the direction of the City Clerk, Fuelman cards will be used by designated City of Gautier employees to make authorized fuel purchases for city vehicles. The City Clerk's office will track and review fuel transactions to maintain records for

each city vehicle; these records will track vehicle and driver purchasing and reflect any misuse of the cards.

Procedures

Except when delegated, the authority to issue Fuelman cards resides exclusively with the City Manager. Fuelman cards shall be issued to vehicles, not individuals, and are restricted to use with the vehicle to which it was issued. Only one Fuelman card shall be issued to a vehicle. An additional Fuelman card may be issued to employees for the purchase of fuel for gas powered lawn maintenance equipment where applicable. Employees required to drive vehicles and operate equipment will receive a Personal Identification Number (PIN) that can be used with any Fuelman card assigned to vehicles owned and operated by the city. The issuance of PINs will be managed by the City Clerk or his/her designee. PIN creation, assignment and usage must comply with the following requirements:

A. PINs shall not be shared by employees.
B. Use of the PIN serves as an electronic "signature" of the person to whom it is issued.
C. PINs can be used by the individual with any card on the account.
D. Generic PINs are prohibited (e.g. one PIN for an entire office or department)
E. Vehicle numbers, employee numbers and other easily obtained or guessed numbers shall not be used as PINs
F. PINs shall not be written on the card or on the protective card sleeve.
G. Compromised PINs must be cancelled immediately and a new PIN issued.
H. Lost, stolen or damaged cards shall be reported to the City Clerk or his/her designee and the card replaced immediately.

Responsibilities

Employees will be held personally liable for all unauthorized and/or unallowable Fuelman card purchases. Under no circumstances is an employee permitted to use the Fuelman card for personal purchases, including fuel for personal vehicles or other non-city owned or operated vehicles. Such use will be considered theft and will result in disciplinary action, up to and including termination, and may result in criminal prosecution. Supervisors or other approving officials who knowingly, or through willful neglect, approve personal or fraudulent purchases are subject to the same disciplinary actions as fuel card users.

Other Requirements

In order to assist the city in monitoring its fleet costs, card users shall completely fill the fuel tank at each fill up and shall make every reasonable effort to enter the accurate vehicle odometer reading at the time the fueling transaction takes place to ensure detailed vehicle mileage data is calculated.

EMPLOYEE HANDBOOK

Acknowledgement

I hereby acknowledge that I have received and will read the City of Gautier Employee Handbook.

_____
Please Print Name

_____ _____
Signature Date

EMPLOYEE HANDBOOK

Acknowledgement

I hereby acknowledge that I have received and will read the City of Gautier Employee Handbook.

_____
Please Print Name

_____ _____
Signature Date

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 162-2013

IT IS HEREBY ORDERED by the Mayor and Council of the City of Gautier, Mississippi, that the Professional Service Agreement entered into between the City of Gautier and ClearWater Solutions, LLC. and dated December 1, 2012 is hereby ratified.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilwoman Martin, seconded by Councilman Jones and the following vote was recorded:

AYES: **Gordon Gollott**
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Mary Martin
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 16, 2013.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell

Date: July 9th, 2013

Subject: Ratify Professional Service Agreement with ClearWater Solutions LLC.

REQUEST:
City Council authorization is requested to ratify the Professional Service Agreement between the City and ClearWater Solutions LLC.

BACKGROUND:
Approval of the Service Provider Contract between the City of Gautier and ClearWater Solutions, LLC for Water Distribution, Wastewater Collection, Water and Garbage Disposal Billing, Public Works Operation and Management Services.

RECOMMENDATION:
The Council may:
(1) Ratify the Contract
(2) Direct the City Manager to negotiate terms and conditions, and or
(3) Terminate the Contract

.

ATTACHMENT(S):
Yes

PROFESSIONAL SERVICE AGREEMENT

This Service Agreement (the "**Contract**") is entered into on the 1st day of December, 2012, between the City of Gautier, Mississippi ("**City**"), whose address is 3330 Highway 90, Gautier, Mississippi 39553 and ClearWater Solutions, LLC, ("**Service Provider**"), whose address is 3101 Frederick Road, Suite 1, Opelika, Alabama 36801 and together referred to as "the Parties."

RECITALS

WHEREAS, the Service Provider will manage, operate and maintain the City's water and wastewater system in Gautier, Mississippi ("**System**") and,

WHEREAS, by execution of this Contract, the City shall terminate its labor for self operation, maintenance, and management responsibilities of the System to be effective on the Contract Commencement Date as defined in the Contract, and the Service Provider shall commence operation, maintenance, and management responsibilities effective on the Contract Commencement Date;

WHEREFORE, in exchange for valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties therefore agree as follows:

ARTICLE I - COMPANY OBLIGATIONS

General Obligations - The Service Provider shall:

1. City shall compensate Service Provider, and Service Provider shall provide services to City, pursuant to the terms of this Agreement;
2. The Service Provider shall manage, operate, maintain and assume all responsibilities, obligations, and commitments associated with said contract;
3. The Service Provider shall Operate and manage the System on a 24-hour per day, 7 day per week basis;
4. To the extent required by any applicable state regulations, the Service Provider shall provide all information necessary to secure Governmental Approvals and otherwise manage and operate the System as to comply with Applicable Law and the terms and conditions of the RFP and Contract;
5. Service Provider shall operate and manage the City's water, wastewater systems, and street maintenance, including: generating work orders, meter reading downloads, and all associated duties;
6. Service Provider shall provide ongoing training and education for appropriate personnel in all necessary areas of modern water and wastewater process control, operations, maintenance, safety, and supervisory skills with the Service Provider paying for such training and education;
7. Unless capital recommendations are required to meet regulatory criteria, Service Provider shall not be relieved of the responsibility to perform if the recommendations made to the City by the Service Provider for system improvements are not implemented;
8. Service Provider shall maintain an employee safety program and an OSHA compliance program in compliance with applicable laws, rules and regulations and make recommendations to City regarding the need, if any, for City to rehabilitate, expand or modify the Project to comply with governmental safety regulations applicable to Service Provider's operations hereunder and federal regulations promulgated pursuant to the Americans With Disability Act ("ADA"). Nothing herein shall be construed to place upon Service Provider a duty to find and report violations of either the safety laws or the ADA at the Facility other than reporting to the City;
9. In an emergency affecting the safety of persons or property, Service Provider may act without written amendment or change order, at Service Provider's discretion, to prevent threatened damage, injury or loss;

10. Service Provider shall prepare operating reports, test results, accountings and all other reports as required by federal and/or state law or regulations (including, but not limited to, those which are required by the Mississippi Department of Environmental Quality), and shall submit them to City for signature and transmittal to appropriate authorities as so requested;
11. Service Provider shall provide all labor for laboratory testing and sampling presently required by system performance portions of the Water Supply permit, the Clean Water Act, the Safe Drinking Water Act, and/or any federal, state or local rules and regulations, statutes or ordinances, permit or license requirements or judicial and regulatory orders and decrees;
12. Equipment Leasing or Purchase: After successful implementation and operation of this contract by the Operator, the City may in its discretion consider leasing, selling, or a combination of both, some, or all of the equipment and property presently owned by the City and which may be used in the course of business pursuant to the contract, each in exchange of fair market value, with such a determination of value made by the City. The City shall have the right to accept, reject, or negotiate any and all bids, proposals, and offers for equipment leasing or purchase;
13. Current City employees shall be allowed to carry over and retain their current accrued Vacation and Sick leave time that they have accrued as employed by the City; and
14. Service Provide shall recognize all current employees time as employed by City, and hired by Service Provider, when accruing future leave with Service Provider: and
15. Service Provider shall adjust pay for all current employees of City, hired by Service Provider, to cover increase in health insurance premiums with Service Provider.
16. The Service Provider shall begin work pursuant to this Contract on December 1, 2012 (the "**Contract Commencement Date**").

Article II - SERVICE PROVIDER'S SCOPE OF SERVICES

1. This Article shall apply to Service Provider's services for the City's water, wastewater, streets and sanitation systems, as specified in the RFP.
2. Within the design capacity and capabilities of the Systems, Service Provider shall provide the labor to manage, operate and maintain the System so that water produced from the Well(s) and distributed to customers meets the requirements of all federal, state, EPA, and MDEQ rules and regulations and any/all city ordinances.
3. Service Provider shall operate the wells, distribution lines and sewage lift station(s) in compliance with all federal and state law and regulations and pursuant to good and accepted industry practices for similarly situated contract operators.
4. Service Provider shall perform all Maintenance and Repairs under normal working conditions for the Project.
5. Service Provider shall pay for the following as outlined more specifically in the RFP:
    a. Salary and benefits for employees
    b. Liability insurance, umbrella insurance, workers comp, FICA, FUTA
    c. Medical, dental, long and short term disability insurance and eye insurance for employees
    d. Offer employee 401 K retirement incentive plan
    e. Annual employee bonus and safety incentive programs
    f. Safety and training of employees – we have certified training instructors
    g. Professional fees, dues, and subscriptions for ClearWater employees
    h. Cell / two-way radios
    i. Safety supplies: i.e., boots, gloves, safety glasses etc. per year
    j. Lab testing supplies and compliance testing supplies
    k. All treatment chemicals
    l. Prepare and submit MDEQ and City reports

m. Grounds maintenance around wells, tanks and lift stations
n. Leak repairs, pipe installation, work orders, meter reading, meter maintenance
o. Water loss program
p. Meter change out program, valve and fire hydrant maintenance program
q. Pump Maintenance
r. Equipment, vehicle, and machine maintenance as well as tracking cost & documentation of all maintenance performed on all equipment owned by the City
s. Fuel for service provider and City vehicles and equipment
t. 24/7 emergency call outs
u. Prepare standard operating procedures for day-to-day procedures (SOP's)
v. Miscellaneous tools and equipment for performing routine maintenance
w. Required safety equipment
x. Perform a 5 year Comprehensive Plan on sewer
y. 100,000+ LF of sewer line in the first year of service to be smoke tested, cleaned and CCTV with documentation, reports, and recommendation to sewer system. 600,000 total LF within the five (5) year contract period
z. CMMS & OPSWIN software programs for tracking maintenance and QA/QC in the lab and process control testing
aa. Update of all Operation and Maintenance Manuals
bb. Responsible for compliance / fines as a result of failure to comply with permit terms and conditions
cc. Will hold harmless the City and its agents, officers, assigns, employees, etc. from any loss or liability for claims, damages, lawsuits for reasons resulting from the Service Provider's negligence during the period of partnership
dd. Responsible for maintaining all manufactures' warranties on new equipment purchased by the City and will assist the City in enforcing existing equipment warranties and guarantees
ee. Responsible for the safety of the firm's employees
ff. Sewer cleaning / TV equipment
gg. GIS / GPS Mapping
hh. Engineering expertise up to $51,000 per year
ii. Grant assistance
jj. Investigate radio read meters and provide labor for installation
kk. Investigate Bemis Avenue and provide design and labor for remediation
ll. Will install the pipe connecting these wells and provide the labor to do so at no additional cost to the city
mm. Will be responsible for repairing water leaks, pipe breaks, meter reading, fire hydrant repairs, flow testing, new service installations, work orders, meter cut-offs/on, service restoration, emergency repairs, exercising water valves, as well as other services necessary to operate the water distribution system
nn. Will manage the public works department and have employees trained in streets and sidewalk repairs and maintenance, grass cutting, right of way maintenance, refuse removal and pickup, storm drain cleaning and maintenance, as well as all related duties associated with such
oo. Will be responsible for sewer backups, installation of sewer taps, line breaks, manhole locations and repairs, and sewer overflow responses
pp. Will employ a staff of trained employees capable of performing routine, preventive, and corrective maintenance on City owned vehicles and equipment.
qq. Will maintain all necessary licenses, certifications, and accreditations as necessary to operate, maintain, and manage the system

rr. Will repair and maintain the System and the city's facilities and equipment, so as to preserve and improve the City of Gautier's assets, investments, and services

ss. Will provide the highest level of friendly, reliable, professional, and responsive customer service utilizing to the extent feasible the City's existing assets, facilities, office, and equipment

tt. Will maximize revenues and operate and maintain the System at the lowest possible cost to the customers and interconnection recipients of the City of Gautier

uu. Will operate the System pursuant to the Annual Budget and fee schedule adopted by the City of Gautier using the City's existing assets, resources, and leases

vv. Will provide revenues that more than offset operating costs

ww. Will provide water, wastewater testing, monitoring and reporting as required by state, federal, and local law, and industry standards

xx. Will be responsible for the Billing contract that the City currently has in place.

Article III – CITY'S DUTIES

1. The City shall pay for all power and maintenance materials.
2. The City shall fund all necessary Capital Expenditures.
3. Any loss, damage, or injury resulting from City's failure to provide capital improvements and/or funds when reasonably requested by Service Provider shall be the sole responsibility of City.
4. The City shall keep in force all Project warranties, guarantees, easements and licenses that have been granted to City and are not transferred to Service Provider under this Agreement.
5. City shall provide all registrations, insurance and licenses for City's vehicles used in connection with the Project.
6. City shall provide for Service Provider's primary use of all vehicles and equipment presently in full-time use at the Project.
7. City shall provide the use of office space and shop area currently being used by the City.
8. City shall provide the use of billing software and computers.
9. City shall provide the current stock – maintenance parts and material.
10. City shall provide office supplies: postage, bills, consumer confidence reports, paper, printer supplies, etc.
11. City shall be responsible for all debt service payments.
12. City shall pay for all building maintenance repairs and rent.
13. City shall pay for all computer support.
14. City shall pay for engineering/professional services, including medical.
15. City shall pay the wastewater treatment invoices.
16. City shall be responsible for all transfers to the general fund account.
17. City shall be responsible for paying for signal and street lighting.
18. City shall be responsible for paying for all electrical cost.
19. City shall be responsible for paying for all repair and replacement parts and materials.
20. City shall be responsible for uniforms until current City contract ends.
21. City shall be responsible for employee cell phones until current City contract ends.

Article IV - COMPENSATION

1. Service Provider's compensation under this Agreement for year (1) of this contract shall consist of an Annual Fee of $1,741,000 or $145,083 per month. The annual fee covers all items listed in Article II-5.

2. Service Provider's compensation under this Agreement for year(s) (2-5) of this contract shall consist of an Annual Fee of $1,757,000 or $146,417 per month. The annual fee covers all items listed in Article II-5. The annual fee covers all items listed in Article II-III. This fee also covers items 21 and 22 listed in Article III, which were paid by the City in year 1.
3. Service Provider and the City of Gautier will negotiate an increase/decrease to the annual fee three (3) months before the anniversary date of each year. If at any time the Service Provider and the City should not agree on an increase/decrease to the annual fee, then the basis for increase/decrease shall be the current CPI, All Urban Users, and Southern District.

Article V - PAYMENT OF COMPENSATION

1. One-twelfth (1/12) of the Annual Fee for the current year shall be due and payable by the 20th of the month for each month that services are provided.
2. All other compensation to Service Provider is due upon receipt of Service Provider's invoice and payable within fifteen (15) days.
3. City shall pay interest at an annual rate equal to the prime rate, said rate of interest not to exceed any limitation provided by law, on payments not paid and received within twenty (20) calendar days of the due date, such interest being calculated from the due date of the payment. In the event the charges hereunder might exceed any limitation provided by law, such charges shall be reduced to the highest rate or amount within such limitation.

Article VI - SCOPE CHANGES

1. Service Provider will request a rate adjustment on the annual fee, which the City will entertain in good faith, based on the following:
    a. If, at any time, the cost to operate the system due to new permits, rules, regulations or requirements relating to the operation of the system or other matters contained in the Agreement, and in the event that compliance by Service Provider with such new permits, ordinances, rules, regulations, or requirements would materially increase Service Provider's cost of performing under the Agreement, then the City and Service Provider shall mutually agree on an Amendment to the existing Agreement to modify the Contract. In turn, if the above would reduce the said contract then Service Provider and the City would agree on a reduction to the annual fee.
    b. The contact will provide for the term of the agreement between the City and the Firm to be for five (5) years with a contingency clause which states that the contract shall be approved by new Council members after elections.
    c. The Service Provider will negotiate with the City an increase or decrease in the annual price in the event any legal or regulatory requirement changes occur in the project operation, reporting requirements, monitoring requirements, level of treatment required, personnel qualifications or staffing required by an governmental agency having jurisdiction over such changes.
    d. Employees shall be given a standard of living increase of a minimum of 3% each year of the contract period.

Article VII - TERM, TERMINATION AND DEFAULT

This Professional Service Agreement shall take effect on the Contract Commencement Date and remain in effect for five (5) years or any shorter period as effectuated through a termination under the terms of the Contract. The

City or Service Provider may terminate the Agreement for convenience at any time during the Agreement by giving the City or Service Provider 120 day's prior written notice of such termination, however, the City shall provide the Service Provider with 120 days written notice of any deficiencies and allow the Service Provider to correct them before executing the termination clause.

1. Upon notice of termination by City, Service Provider shall assist City in assuming operation of the Project. If Service Provider incurs additional cost at request of City, City shall pay Service Provider such cost within 15 days of invoice receipt.
2. Upon termination of this Agreement and all renewals and extensions of it, Service Provider shall return the Facilities to City in the same condition, as it was upon the effective date of this Agreement, ordinary wear and tear expected.

Article VIII - DISPUTES AND FORCE MAJEURE

1. In the event activities by employee groups or unions unrelated to Service Provider cause a disruption in Service Provider's ability to perform at the Project, City, with Service Provider's assistance or Service Provider at its own option, may seek appropriate injunctive court orders. During any such disruption, Service Provider shall operate the facilities on a best-efforts basis until any such disruptions cease.
2. Neither party shall be liable for its failure to perform its obligations under this Agreement, if such failure is due to any unforeseen circumstances beyond its reasonable control or force majeure. However, either party to avoid, delay or otherwise affect any payments due to the other party may not use this section.
3. If a claim or dispute arises between the parties under this Agreement or the performances of any obligations set forth herein, the parties agree to endeavor in good faith to resolve such claim or dispute equitably through negotiation. If such negotiation fails, either party may request non-binding mediation to resolve such claim or dispute, before having recourse to the courts. The non-requesting party may decline such request in its sole discretion. Notwithstanding the foregoing, prior to or during negotiation or non-binding mediation, either party may initiate a legal proceeding to resolve any claim or dispute arising under this Agreement or the performance of any obligations set forth herein.

Article IX - INDEMNITY, LIABILITY AND INSURANCE

1. Service Provider Agrees to protect, defend and hold the City and its officers, employees and agents free and harmless from and against any and all loses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Service Agreement and/or the performance thereof.

2. Each party shall obtain and maintain insurance coverage of a type and in the amounts described in Appendix A. Except as provided in subparagraph 1 above, each party assumes the risk of loss or damage to its respective property and employees and shall maintain broad form property, workers compensation, and general liability insurance in order to protect both parties against any such loss. Each party shall provide the other party with satisfactory proof of insurance.

3. Except to the extent covered by the insurance policies provided by the Service Provider hereunder, neither party shall be liable to the other in an action or claim for consequential,

incidental or special damages regardless of whether the action in which recovery of damages is sought is based on contract, (including negligence), or otherwise.

4. Service Provider and City shall be responsible for and maintain employee insurance, i.e. workers compensation and general liability coverage for their respective employees. Neither party shall be liable to the other in an action or claim for the others employee's negligence.

CONFLICTING PROVISIONS

This Agreement is intended to be read and construed in pari materia with the City's Request for Proposal and the Service Provider's Response thereto. Should any provisions herein conflict with or create an ambiguity when construed with any provisions contained in the Request for Proposal or Service Provider's Response thereto, then the Request for Proposal or the Response thereto shall exclusively represent the parties' intent.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have executed this Agreement on the dates appearing adjacent to their respective signatures.

Both parties indicate their approval of this Agreement by their signatures below, and each party warrants that all corporate or governmental actions necessary to bind the parties to the terms of this Agreement have been and will be taken.

City of Gautier, MS

By: Tommy Fortenberry

Name: Tommy Fortenberry

Title: Mayor

Date: 11-13-2012

ATTEST: Chassidy Bilbo

Its: Executive Assistant

ClearWater Solutions, LLC

By: Paul Jackson

Name: Paul Jackson

Title: Vice President

Date: 11-14-2012

ATTEST:

Its: Project Manager

APPENDIX A

INSURANCE COVERAGE

Service Provider Shall Maintain:

- Statutory workers' compensation for all of Service Provider's employees at the project as required by the State of Mississippi.
- Comprehensive general liability insurance, insuring Service Provider's negligence, in an amount not less than $2,000,000 combined single limits for bodily injury and/or property damage. Such policy will include the City of Gautier as additional insured.
- Pollution Liability Insurance, $1,000,000.
- Umbrella Liability Insurance, $4,000,000 general aggregate and $4,000,000 each occurrence.
- Automobile Liability Insurance, $1,000,000 for ClearWater vehicles.
- Crime/Theft/Fraud Insurance Policy: Theft - $100,000, Forgery - $50,000, Computer/funds transfer fraud - $15,000, Theft, Disappearance and Destruction - $50,000.

City Shall Maintain:

1. Automobile liability insurance for collision, comprehensive, and bodily injury on all vehicles owned by the City and utilized by the Service Provider.
2. City shall maintain insurance on all property owned by the City, such as: tanks, wells, lift stations, buildings, etc.

Service Provider will provide at least thirty (30) days notice of the cancellation of any policy it is required to maintain under this Agreement. Service Provider may self-insure reasonable deductible amounts under the policies it is required to maintain to the extent permitted by law.

will be meetings during budget

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 163-2013

IT IS HEREBY ORDERED by the Mayor and Council of the City of Gautier, Mississippi, that the Website Maintenance Agreement entered into between the City of Gautier and AD2, Inc. and dated October 29, 2010 is hereby ratified until August 31, 2013

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilman Jones, seconded by Councilman Colledge and the following vote was recorded:

AYES: **Gordon Gollott**
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Mary Martin
Rusty Anderson
Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 16, 2013.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell

Date: July 9th, 2013

Subject: Ratify Website Maintenance Agreement

REQUEST:
City Council authorization is requested to ratify the service agreement with AD2, Inc. for the Website Maintenance Agreement.

BACKGROUND:
AD2 is currently providing maintenance to the City's website. This includes uploading the following files as provided by the City of Gautier:

Video, Monthly Council Meeting Videos, PDF files of meeting agendas, notice of bids, page updates. Change of copy/photos on existing pages to include revised contract information, notice, etc. Addition of pages as needed for new departments. Updating of links to additional sites and documents/video, etc. Posts of addition of press releases, notices of road construction, water outages or notice to boil, etc. Monthly back ups of site files.

The above listed maintenance is $250.00 per month not to exceed 4 hours per month.

RECOMMENDATION:
The Council may:
(1) Ratify the Contract
(2) Direct the City Manager to negotiate terms and conditions, and or
(3) Terminate the Contract

ATTACHMENT(S):
Yes

Marketing • PR • Advertising

Website Maintenance Agreement
City of Gautier

#29-192-1010

October 29, 2010

Mollie Hillburn Mollie@Ad2inc.net Fx: 228-522-1800
Kim Ritter Kim@Ad2inc.net Fx: 985-778-0163

Ad2, Inc. will provide maintenance of the site hosted at www.gautier-ms.gov to include uploading the following files as provided by the city of Gautier:

Video:
Monthly Council Meeting Videos,

PDF files of:
Meeting Agendas
Notices of Bids

Page Update
Change of copy /photos on existing pages to include revised contact information, notices, etc
Addition of pages as needed for new departments

Links
Updating of links to additional sites and documents/video, etc.

Posts
Addition of press releases
Notices of road construction
Water outages or notice to boil, etc.
Monthly back ups of site files.

The monthly cost for the above listed maintenance is $250/month, not to exceed 4 hours per month.

Please indicate your approval below and fax to 228-522-1800.
Approved as is Oct 29, 2010 Approved with changes as indicated Cindy Steen

The costs and schedule presented is based on current information. It does not represent a firm or locked bid. Additional hours would be billed at the agency's cost. Programming, additional plug ins or software upgrades are not included in this agreement. Estimates for any additional costs would be provided for client approval. Change orders must be received and approved before any changes to the current site can be accepted. Terms are net 20. If other terms are required, please contact your representative and make the appropriate changes as finance charges of 1.5% will be applied to any/all past due balances. I authorize the assessment of late charges on any past due amounts and agree to pay any collection expenses incurred by Ad2, Inc. on our account (which includes but is not limited to collections, legal fees, etc.).

Recognized by the Ms. Dept. of Economic Development
as a Woman Owned Business

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 164-2013

IT IS HEREBY ORDERED by the Mayor and Council of the City of Gautier, Mississippi, that the City Manager is hereby authorized to negotiate the terms of the Franchise Agreement with Cable One, Inc.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilwoman Martin, seconded by Councilman Colledge and the following vote was recorded:

AYES: **Gordon Gollott**
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Mary Martin
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 16, 2013.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell

Date: July 9th, 2013

Subject: Ratify Consent Resolution Authorizing the Transfer of Cable Television Franchise

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REQUEST:
City Council is requested to ratify the Consent Resolution Authorizing the Transfer of Cable Television Franchise

BACKGROUND:
The City hereby grants to Cable One, Inc. a non-exclusive franchise, for a period of fifteen (15) years from the effective date hereof, to construct, operate and maintain throughout the City, in, upon, along, across,above,over and under the streets, alleys, easements, public ways and public places as now laid out or dedicated, and all extensions thereto, a system of wires, poles, cables ,underground conduits, ducts, trenches, conductors, amplifying equipment, manholes, fittings, and any and all other fixtures, appliances and appurtenances necessary for the construction, operation and maintenance in the City of a Cable Television system for the purpose of distribution of Cable Television and related services to the residents of the City.

RECOMMENDATION:
The Council may:
(1) Ratify the Contract
(2) Direct the City Manager to negotiate terms and conditions, and or
(3) Terminate the Contract

.

ATTACHMENT(S):
Yes

RESOLUTION NO 23-98

CONSENT RESOLUTION AUTHORIZING THE TRANSFER OF CABLE TELEVISION FRANCHISE

WHEREAS, the cable television franchise in the City of Gautier, Mississippi (the "Franchise") is currently owned and operated by Marcus Cable Associates, L.P. (the "Franchisee"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of March 30, 1998 (the "Purchase Agreement"), between Cable One, Inc., a Delaware corporation ("Buyer"), and Marcus Cable Associates, L.P., the City Council of the City of Gautier (the "Franchising Authority") has received a request for approval to assign the Franchise from the Franchisee to Buyer, or at Buyer's election, any affiliated entity controlling, controlled by, or under common control with Buyer (Buyer, or any such entity, a "Transferee"); and

WHEREAS, Transferee, as the proposed assignee and transferee of Franchisee, from and after the date of the closing of the transactions described in the Purchase Agreement (the "Closing Date") shall assume and agree to perform each and every obligation of the Franchisee under the Franchise that arises from events or circumstances occurring from and after the closing date;

NOW, THEREFORE, BE IT RESOLVED, that the sale, transfer and assignment to Transferee of the rights, responsibilities and benefits arising under the Franchise from events or circumstances occurring from and after the Closing Date is hereby permitted and approved; and

BE IT FURTHER RESOLVED, that (I) the Franchise is in fall force and effect and expires on March 4, 2002, (ii) all provisions of the Franchise have been complied with by Seller or waived by the Franchising Authority, (iii) Franchisee is recognized as the present holder and owner of the Franchise, (iv) the Franchise supersedes all other agreements between Franchisee and the Franchising Authority and represents the entire understanding between Franchisee and the Franchising Authority, and Franchisee has made no commitments and owes no obligations to the Franchising Authority other than those specifically stated in the Franchise, and (v) no event has occurred or exists or that, with the passage of time or the giving of notice or both, would constitute a default or breach under the Franchise or that would permit the Franchising

Authority to revoke or terminate the Franchise; and

BE IT FURTHER RESOLVED, that the Franchising Authority waives any rights of first refusal that it may have to assume the Franchise upon any transfer contemplated hereunder; and

BE IT FURTHER RESOLVED, that Transferee may, at any time and from time to time, assign or grant or otherwise convey one or more liens or security interests in its assets, including its rights, obligations and benefits in and to the Franchise (the "Collateral") to any lender ("Secured Party") providing financing to Transferee, from time to time, that the Franchising Authority agrees that consent to a transfer is hereby deemed approved if the Collateral is assigned and referred as a result of a foreclosure if Secured Party is the purchaser of the interest conveyed as a result of the foreclosure, that the Franchising Authority agrees that consent to a transfer from Secured Party to a subsequent purchaser is hereby deemed approved and if Secured Party is the purchaser of the Collateral as a result of a foreclosure, Secured Party shall have no duty to preserve the confidentiality of the information provided in the Franchise with respect to any disclosure (a) to Secured Party's regulators, auditors or attorneys, (b) made pursuant to the order of any governmental authority, © consented to by the Franchising Authority or (d) any of such information which has, prior to the date of such disclosure, disclosed by the Franchising Authority to any third party and such party is not subject to any confidentiality or similar disclosure restriction with respect to such information subject, however, to each of the terms and conditions of the Franchise (and the related CATV ordinance); and

BE IT FURTHER RESOLVED, that the consent to transfer herein provided shall be effective upon and only effective concurrent with the Closing Date and the subsequent transfer of the assets related to the Franchise to Transferee. Transferee shall notify the Franchising Authority promptly upon the closing of such transactions.

Motion was made by Phillips, seconded by Savage, and the following vote was recorded:

AYES: Charles A. Keith

Ken Taylor

Johnny Jones

Hurley Ray Guillotte

James T. Savage

Bernard Phillips

NAYS: NONE

ADOPTED by the Franchising Authority on this 19th day of May, 1998.

CITY OF GAUTIER, MISSISSIPPI

Charles A. Keith
[Mayor]

Attest:

[Clerk-Treasurer]

FILE COPY

XC: J. Trussell

7-23-03

ORDINANCE NO. 128-2002

AN ORDINANCE GRANTING TO CABLE ONE, INC. A FIFTEEN (15) YEAR NON-EXCLUSIVE FRANCHISE TO BUILD, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM WITHIN THE CITY OF GAUTIER, MISSISSIPPI; SETTING FORTH THE CONDITIONS; PROVIDING FOR THE REGULATION AND USE OF THE SYSTEM; PROVIDING A GROSS RECEIPTS CHARGE PAYABLE TO THE CITY; PROVIDING CERTAIN PROVISIONS RELATIVE TO INSURANCE AND INDEMNIFICATION OF THE CITY OF GAUTIER, MISSISSIPPI.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI.

SECTION 1. SHORT TITLE

This Ordinance shall be known and cited as the Cable One, Inc. Cable Television System franchise.

SECTION 2. DEFINITIONS

For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense shall include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

(a) "CITY" is the CITY OF GAUTIER, MISSISSIPPI.

(b) "Cable Television System", "Cable System" and "System" mean the equipment and materials used to distribute electronic or light signals, including but not limited to, television signals and radio signals as permitted by the Federal Communications Commission and other entities of competent jurisdiction.

(c) "Franchise" means the non-exclusive right to construct, erect, operate and maintain a Cable Television System within the corporate limits of the City as they now exist and may exist from time to time, and to install poles, underground and aerial cable, pedestals, and electronic equipment over, under and across the surface of, and the

space below public streets, roads, highways, freeways, lanes, alleys, courts, sidewalks, parkways, drives or easements now or hereafter existing as such within the City.

(d) "Grantee means Cable One, Inc. and/or any lawful successor or assignee.

(e) "Gross Subscriber Revenues" shall mean the sums actually paid by subscribers living in the City to Grantee for Cable Television Service. This does not include leased channel revenues, advertising revenues or any other secondary income derived from the System. Sales taxes or other taxes or fees which are collected from subscribers for remittance to a governmental agency are excluded from the term "Gross Subscriber Revenues".

(f) "FCC" means the Federal Communications Commission.

SECTION 3. TERM AND GENERAL PROVISIONS OF ORDINANCE

The City hereby grants to Cable One, Inc. a non-exclusive franchise, for a period of fifteen (15) years from the effective date hereof, to construct, operate and maintain throughout the City, in, upon, along, across, above, over and under the streets, alleys, easements, public ways and public places as now laid out or dedicated, and all extensions thereto, a system of wires, poles, cables, underground conduits, ducts, trenches, conductors, amplifying equipment, manholes, fittings, and any and all other fixtures, appliances and appurtenances necessary for the construction, operation and maintenance in the City of a Cable Television System for the purpose of distribution of Cable Television and related services to the residents of the City.

SECTION 4. FRANCHISE NON-EXCLUSIVE

Neither the granting of this Franchise, nor any of the provisions contained herein, shall be construed to prevent the City from granting another Franchise to any person or corporation other than the Grantee; provided, however, that any such additional franchise shall not authorize an additional grantee to operate within the territory of the Grantee on terms or conditions more favorable or less burdensome to such new grantee than those applied to the Grantee.

SECTION 5. COMPLIANCE WITH APPLICABLE LAWS

The Grantee shall at all times during the life of this Franchise be subject to all lawful exercise of the police powers of City and to such reasonable regulations as state or federal laws shall hereafter provide.

SECTION 6. FRANCHISE TERRITORY

This Ordinance shall apply to the present territorial limits of the City and to any area henceforth added thereto during the term of this Franchise. The Grantee shall be required to construct its System in all areas of the City which meet a standard density of forty (40) homes per additional plant mile. Nothing herein contained is intended to preclude the Grantee from extending its cables and equipment to other areas of the City.

SECTION 7. LIABILITY AND INDEMNIFICATION

The Grantee shall save the City harmless from all losses sustained by the City on account of any suit, judgment, claim or demand whatsoever against the City resulting from negligence or misconduct on the part of the Grantee in the construction, operation or maintenance of its Cable Television System in the City.

Where any such claim or demand against the City is made by suit or other legal action, written notice thereof shall be given by the City to Grantee not less than five (5) days prior to the date upon which an answer to such legal action is due or within ten (10) days after the claim or demand is made upon the City, whichever notice yields Grantee the larger amount of time.

The Grantee shall maintain throughout the period of this Franchise property damage and personal injury insurance with a company qualified to do business in the State of Mississippi. The amounts of insurance to be carried shall, at minimum, be as follows:

- Bodily injury or death: $300,000 each person, $500,000 each occurrence.
- Property damage: $50,000 each occurrence, $100,000 aggregate.
- All other types of liability: $300,000.

SECTION 8. SERVICE STANDARDS AND REQUIREMENT

(a) The Grantee shall apply for all licenses, certificates and permits necessary for the construction and operation of the Cable Television System herein described within ninety (90) days of the Grantee's acceptance of this Franchise.

(b) The Grantee shall provide and maintain its service in accordance with the accepted standards of the industry so as to provide its subscribers with a high level of quality and reliability.

(c) Whenever it shall be necessary to interrupt service for the purpose of making repairs,

adjustments or installations, the Grantee shall do so at such times as will cause the least amount of inconvenience to its subscribers. If reasonably practical, the Grantee shall give prior notice of such interruption to its subscribers.

(d) In the event of any interruption of service, the Grantee shall proceed with due diligence to restore service as quickly as possible under the circumstances.

SECTION 9. SAFETY REQUIREMENTS

All construction practices shall be in accordance with all applicable sections of the Occupational Safety and Health Action Act of 1970 and any amendments thereto as well as all other State and Federal codes where applicable.

All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the National Electrical Code.

All of the Grantee's plant and equipment, including, but not limited to any antenna site, headend and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices, and such work performed so as not to endanger or interfere with improvements the City may deem proper to make, or to interfere in any manner with the rights of any property owner, or to unnecessarily hinder or obstruct pedestrian or vehicular traffic on City property.

The Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public. Suitable barricades, flags, lights, flares, or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public.

SECTION 10. CONDITIONS OF STREET OCCUPANCY

All transmission and distribution structures, lines and equipment erected by the Grantee within the City shall be located so as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners whose land may adjoin any of the said streets, alleys, or other public ways and places.

In case of disturbance to any street, sidewalk, alley, public way or paved area caused by the Grantee's construction or operations, the Grantee, shall, at its own cost and expense, replace and restore such street, sidewalk, alley, public way or paved area to a condition as good as its condition before the work causing such disturbance was performed.

SECTION 11. BUILDING MOVEMENT

The Grantee shall, at the request of any person holding a building permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires, shall be paid by the person requesting the same, and the Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than seventy-two (72) hours advance notice to arrange for such temporary wire change.

SECTION 12. JOINT USE OF PUBLIC UTILITIES FACILITIES

It is the policy of the City to minimize the number of utility poles, support structures and conduits within the City to promote the safety, health, convenience and general welfare of the City and its inhabitants.

In the exercise of this Franchise, the Grantee may, with the consent of the owner, use the poles, conduit and other equipment of public utilities doing business in the City.

SECTION 13. PROHIBITION AGAINST PREFERENTIAL OR DISCRIMINATORY PRACTICES

The Grantee shall not, as to rates, charges, service, or service facilities make or grant any undue preference or advantage within a given class of subscribers in the City.

SECTION 14. REMOVAL OF FACILITIES UPON REQUEST

Upon termination of service to any subscriber, the Grantee shall promptly remove all of its facilities and equipment from the premises upon such subscriber's request.

SECTION 15. TRANSFER OR ASSIGNMENT

The Grantee shall not transfer this Franchise to another person or entity other than a subsidiary, affiliate or parent of Grantee without the prior written approval of the City. Such approval shall not be unreasonably withheld.

SECTION 16. FRANCHISE FEE

In consideration of the terms of this Franchise and Grantee's right to use the public streets and rights-

of-way, Grantee agrees to pay the City a sum equal to five (5%) percent of Gross Subscriber Revenues twice (2) a year as a franchise fee. Such payment shall be made within ninety (90) days after the end of each six (6) month period. Such payment shall be accompanied by a revenue letter certified as correct by an officer of the Grantee or his designee.

SECTION 17. REVOCATION

The City reserves the right to revoke this Franchise in the event of a substantial uncorrected breach of its terms and conditions. A substantial breach by the Grantee shall include, but not be limited to the following:

1. Willful violation of any material provisions of this Franchise.

2. Failure to restore system wide service after seventy-two (72) consecutive hours of interrupted service, except for good cause or when approval for such interruption is obtained from the City.

The foregoing shall not constitute a material breach if the violation occurs for good cause. Good cause may include, but shall not be limited to, delays or interruptions arising from necessary utility delay or changes, rearrangements, power outages, the fulfillment of governmental or regulatory restrictions or requirements, national emergency, uncontrollable material shortages, inability to obtain necessary easements, earthquake, work stoppages and unauthorized strikes, the elements, acts of God or other causes beyond Grantee's control.

In the event of such breach, the City shall provide written notice to the Grantee of such breach. If the Grantee fails within sixty (60) days after receipt of such notice to correct or commence to correct said breach, or submit reasonable justification for such failure, then the City shall have the right, after a full and complete hearing affording due process, to revoke any or all rights and privileges granted herein.

SECTION 18. RATES

The Grantee shall have the right to establish different classifications of service for residential and commercial users and to adopt charges and rate schedules applicable to subscribers within each classification.

The Grantee has the right to increase its subscriber rates during the term of the Franchise.

SECTION 19. ILLEGAL CONNECTION, TAMPERING

The Grantee shall have the right at all times to take such legal action as it deems necessary to

preserve the security of its Cable Television System and to assure only authorized use thereof by its subscribers or other persons.

It shall be illegal and unlawful for any person to connect to the Cable Television System provided for in this Franchise without approval of the Grantee and regular payment made for such services. Such illegal act shall constitute a misdemeanor and be punishable by a fine not to exceed $500.00 for each offense.

It shall be illegal and unlawful for any person to willfully or maliciously use or damage, or cause to be damaged, any wire, cable, conduit, apparatus or equipment of the Grantee. Such illegal act shall constitute a misdemeanor and be punishable by a fine not to exceed $500.00 for each offense.

SECTION 22. NO SALES OR REPAIRS

The Grantee shall not engage in the business of selling, renting or repairing television receivers.

SECTION 23. PERFORMANCE BY GRANTEE

In the event the Grantee fails to commence construction within two years from the effective date of this Franchise, then this Franchise shall be null and void.

SECTION 24. NOTICES

All notices desired or required to be given under this Ordinance shall be in writing and sent by certified mail, return receipt requested, or express delivery service, to the appropriate party at its address set forth below, or at such other address as may be given by notice hereunder, or by delivering it to such party in person at such address.

If to Cable One:

Cable One, Inc.
5100 Macphelah Street
PO Box 1818
Pascagoula, MS 39568-1818
Attn: Manager

with a copy to:

Cable One, Inc.
1314 N. Third Street
3rd Floor
Phoenix, AZ 85004

Attn: Vice President/General Counsel

If to City:

City of Gautier
3330 Hwy 90
Gautier, MS 39553
Attn: City Manager

SECTION 24. FORCE MAJEURE

Whenever this Ordinance sets forth any time for any act to be performed by the Grantee, such time shall be deemed of the essence and the Grantee's failure to perform within the time allotted shall, in all cases, be sufficient grounds for the City to invoke the remedies available under the terms and conditions of this Ordinance.

Whenever a period of time is provided for in this Ordinance for either the City or the Grantee to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to war, riot, insurrection, rebellion, strike, lockout, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado, orders of a court of competent jurisdiction, any act of God, or any cause beyond the control of said party. And, in any event, said time period shall be extended for the amount of time said party is so delayed. An act or omission shall not be deemed to be beyond a Grantee's control if committed, omitted, or caused by a corporation or other business entity which holds a controlling interest in the Grantee, whether held directly or indirectly.

SECTION 25. SEVERABILITY

In the event that any provision of this Franchise is held to be invalid or null and void by any regulatory agency or court of competent jurisdiction, said provision shall be deemed to be a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 26. ACCEPTANCE BY GRANTEE

This Franchise shall become effective immediately upon written acceptance of the said franchise by the Grantee. In the event the Grantee does not accept the Franchise within forty-five (45) days of the passage of this Ordinance, then this Ordinance shall become null and void.

Motion was made by Hansford, seconded by Savage, and the following vote was recorded:

AYES: Ken Taylor
Billy Sanders
James T. Savage
Don Hansford

NAYS: NONE

ABSENT: Johnny Jones
Hurley Ray Guillotte

K.E. Dyl
MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED at the January 15, 2002, Meeting of the Mayor and Council of the City of Gautier, Mississippi.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 165-2013

IT IS HEREBY ORDERED by the Mayor and Council of the City of Gautier, Mississippi, that the City Manager is hereby authorized to negotiate the terms of a video service agreement with Bellsouth Telecommunications, Inc. d/b/a AT&T.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilman Vaughan, seconded by Councilwoman Martin and the following vote was recorded:

AYES: **Gordon Gollott**
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Mary Martin
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 16, 2013.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell

Date: July 9th, 2013

Subject: Request to negotiate the terms of a video service agreement with Bellsouth Telecommunications, Inc. d/b/a AT&T Mississippi

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REQUEST:
The City Manager request Council authorization to negotiate the terms of the video service agreement with Bellsouth Telecommunications, Inc. d/b/a AT&T Mississippi.

BACKGROUND
AT&T Mississippi has a statewide franchise under 1886 Mississippi Laws, Chapter, Section 1, to construct, operate and maintain its telecommunications, video and life facilities in the public rights of way ("ROW") throughout the State of Mississippi without having to obtain a local franchise or pay franchise fees.

RECOMMENDATION:
The Council may:
(1) Direct the City Manager to negotiate terms and conditions, and or
(2) Terminate the Contract

.

ATTACHMENT(S):
Yes

VIDEO SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") dated 8-19-2008 2008 ("Effective Date") is made by and between BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi ("AT&T Mississippi"), a Georgia corporation, and the City of Gautier, Mississippi, a municipal corporation ("City"). AT&T Mississippi and City shall sometimes be referred to separately as a "Party," and collectively as the "Parties."

RECITALS

A. As a telephone corporation, AT&T Mississippi has a statewide franchise under 1886 Mississippi Laws, Chapter 38, Section 1, to construct, operate and maintain its telecommunications, video and like facilities in the public rights of way ("ROW") throughout the State of Mississippi without having to obtain a local franchise or pay franchise fees.

B. AT&T Mississippi is in the process of modifying its existing telecommunications network to provide an integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services ("IP Network"), the video component of which is a switched, two-way, point-to-point and interactive service ("IP Video Service"). The IP Network upgrade will involve the use of the public ROW.

C. For purposes of this Agreement, IP-enabled Video Services shall include any technological advances that may be used to provide video services in the future.

D. Both Parties agree that the deployment of the IP Network and the provision of competitive video services to consumers is in the public's best interest.

NOW, THEREFORE, in consideration of and reliance upon the respective representations, promises, concessions, terms and conditions contained herein, City and AT&T Mississippi agree as follows.

1. Term. Except as described in paragraph 1(a) below, the term of this Agreement shall be from the Effective Date through December 31, 2018. The term may be extended upon mutual agreement of the Parties in writing.

(a) The Parties agree to consult in the event that, after the Effective Date, any court, agency, commission, legislative body, or other authority of controlling jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either City or AT&T Mississippi, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either Party, within thirty (30) days of receipt of the finding, provides written notice to the other party of election to terminate, in which case the Agreement shall terminate within six (6) months or such earlier period as the Parties mutually may agree. Where the effect of a finding is a modification, the Parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the Parties. Any benefits or requirements entitled to the City under said ruling other than audit assessments shall be deemed retroactive to the date any affected payments are first made under the Agreement. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle

either Party to terminate the Agreement on the provision of thirty (30) days' written notice.

(b) In addition to the termination rights set forth in Section 1 (a) above, AT&T Mississippi shall have the right to terminate this Agreement and all obligations hereunder upon ninety (90) days notice to the City, if (a) AT&T Mississippi concludes in its reasonable business judgment that IP-enabled Video Service in the City is no longer technically, economically, or financially consistent with AT&T Mississippi's business objectives; (b) Title VI of the Communications Act of 1934, as amended, obligations or any similar obligations are imposed on AT&T Mississippi; or (c) it becomes clear that AT&T Mississippi must offer or provide IP Video Service pursuant to a franchise (cable or otherwise) and/or franchise-like requirements or other local authorization.

2. Compensation to City. During the term of this Agreement, AT&T Mississippi shall pay to City a fee equal to five percent (5%) of the Gross Revenues of AT&T Mississippi collected from each subscriber to AT&T Mississippi's IP Video Services product, including any Gross Revenues from video services included in a bundle of services, and five percent (5%) of the portion of Gross Revenues (collectively referred to as "IP Video Services Provider Fee") from advertising which are defined below. The IP-enabled Video Services Provider Fee and the fee for PEG set forth in paragraph 3 may be identified and passed through on any subscriber bill by AT&T Mississippi, and all such fees collected will be forwarded to City quarterly and shall be due forty-five (45) days after the end of each quarter. This IP Video Services Provider Fee shall be in lieu of any permit fee or any other fee that could otherwise lawfully be imposed by the City on AT&T Mississippi in connection with work done in the public ROW; however, nothing in this Agreement shall restrict the right of the City to impose ad valorem taxes, sales taxes, or other taxes that are lawfully imposed on a majority of all other businesses by the City. In the event, the City grants the incumbent cable provider a rate for calculating a fee that is different than the Applicable Percentage, this Agreement shall be automatically amended without any action required by the parties to adjust the Applicable Percentage to the different rate given to the incumbent provider, provided that such different rate does not exceed the maximum fee permitted by 47 U.S.C. § 542(b). Upon request, AT&T Mississippi shall make their records available to the City to demonstrate compliance with this paragraph for a period of three (3) years preceding the request.

Payment shall be accompanied by a report, in such form and containing sufficient detail to determine AT&T's compliance with this Section, not later than forty-five (45) days after the last day of each March, June, September, and December, throughout the term of this Agreement setting forth the Gross Revenue for the quarter ending on said last day. The City shall have the right to audit any such payment for a period of three (3) years and no acceptance of any payment shall be deemed final until the period for audit shall have expired.

2.1 For purposes of this Agreement, Gross Revenues are limited to amounts billed to and collected from AT&T Mississippi IP Video Services product subscribers for the following:

(a) recurring charges for IP Video Services;
(b) event-based charges for IP Video Services, including but not limited to pay-per-view and video-on-demand charges;
(c) rental of set top boxes and other IP Video Services equipment;
(d) service charges related to the provision of IP Video Services, including, but not

limited to, activation, installation, and repair; and

(e) administrative charges related to the provision of IP Video Services, including, but not limited to, service order and service termination charges.

2.2 For purposes of this Agreement, Gross Revenues do not include:

(a) uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected fees, shall be included in Gross Revenues in the period collected;

(b) discounts, refunds, and other price adjustments that reduce the amount of compensation received by AT&T Mississippi;

(c) late payment fees;

(d) maintenance charges;

(e) amounts billed to IP Video Services subscribers to recover taxes, fees or surcharges imposed upon IP Video Services subscribers in connection with the provision of IP Video Services, including the IP Video Services Provider Fee. authorized by this section;

(f) revenue from the sale of capital assets or surplus equipment; or

(g) charges, other than those described in subsection 2.1 (a), that are aggregated or bundled with amounts billed to IP Video Services subscribers.

"Gross Revenues" which are subject to the IP Video Services Provider Fee paid by AT&T Mississippi additionally include a pro rata portion of all revenue collected by AT&T Mississippi pursuant to compensation arrangements for advertising (less any commissions AT&T Mississippi receives from any third party for advertising) and home-shopping sales derived from the operation of AT&T Mississippi's IP Video Service within the City. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in the City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

3. Public, Educational and Governmental Programming. In recognition of the technical architecture of IP Video Services, AT&T Mississippi at the later of such time as AT&T Mississippi achieves 10% market share of the pay TV subscriber market within City or within one hundred eighty (180) days of AT&T Mississippi's launch of IP Video Services the City may request PEG programming as set forth herein. During the term of this Agreement, and within one hundred and twenty (120) days of such a request from the City, AT&T Mississippi shall provide capacity for three "streams" or "channels" of noncommercial educational governmental programming through AT&T Mississippi's IP Video Service so long as City and educational institutions designated by the City provide any educational or governmental programming content in a standard digital format compatible with AT&T Mississippi's IP Video Technology. City and educational institutions designated by the City shall provide this programming, and AT&T Mississippi shall receive this programming, at AT&T Mississippi's designated connection point. City and educational institutions designated by the City will be solely and individually responsible for their own programming content.

Any operation of any PEG programming stream by City shall be the responsibility of City, and AT&T Mississippi shall be responsible for the transmission of such programming. The City will be responsible to ensure that all transmissions, retransmissions, content or programming that may be requested to be transmitted over a channel or facility by AT&T

Mississippi in the future, if any, are provided or submitted to AT&T Mississippi, at the AT&T Mississippi designated connection point, in a manner or form that is capable of being accepted and transmitted by AT&T Mississippi, without requirement for additional alteration or change in the format or content by AT&T Mississippi, over the network of AT&T Mississippi, and which is compatible with the technology or protocol utilized by AT&T Mississippi to deliver IP Video Services.

AT&T Mississippi shall remit to the City an additional one-half of one percent of Gross Revenues, as defined in Paragraph 2 herein, in accordance with 47 U.S.C. 531 and 541(a)(4)(B).

4. Emergency Message. AT&T Mississippi shall carry all Federal, State and Local alerts provided over the "Federal Emergency Alert System" through AT&T Mississippi's IP-enabled Video Services in the event of a public safety emergency, which at a minimum will include the concurrent rebroadcast of local broadcast channels.

5. Non-discrimination. AT&T Mississippi shall not deny access to its IP Video Services to any group of potential residential customers because of the income of the residents of the local area in which such group resides. Upon receipt of any complaint alleging a violation of this section, the City shall provide a copy of such complaint to AT&T Mississippi and AT&T Mississippi shall have sixty (60) days after receipt of such complaint to respond to such complaint.

6. Obligations of City. During the term of this Agreement City will not subject, nor attempt to subject, the provision of AT&T Mississippi's IP-enabled Video Services over the IP Network to regulation under any cable television franchise ordinance or similar ordinance. In addition:

(a) City agrees to subject the construction and installation of the IP Network to the same process and review as it subjects the installation and construction of AT&T Mississippi's existing telecommunications infrastructure.

(b) City agrees not to unreasonably block, restrict, or limit the construction and installation of the IP Network.

(c) City agrees to process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with the IP Network in a timely and prompt manner.

7. Indemnification.

(a) AT&T Mississippi agrees to indemnify, defend, and hold harmless City, its officers, agents, and employees, from and against any liability for damages and for any liability or claims resulting from tangible property damage or bodily injury (including accidental death), to the extent proximately caused by AT&T Mississippi's negligent construction, operation, or maintenance of its IP Network, provided that City shall give AT&T Mississippi written notice of its obligation to indemnify City within fifteen (15) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, AT&T Mississippi shall not indemnify City for any damages, liability or claims resulting from the negligence or willful misconduct of City, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any person or entity other than AT&T Mississippi in connection with PEG programming.

(b) With respect to AT&T Mississippi's indemnity obligations set forth above, AT&T Mississippi shall provide the defense of any claims brought against City by selecting counsel of AT&T Mississippi's choice to defend the claim, subject to the consent of City, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent City from cooperating with AT&T Mississippi and participating in the defense of any litigation by its own counsel at its own cost and expense, provided, however, that after consultation with City, AT&T Mississippi shall have the right to defend, settle or compromise any claim or action arising hereunder, and AT&T Mississippi shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement do not include the release of City and City does not consent to the terms of any such settlement or compromise, AT&T Mississippi shall not settle the claim or action, but its obligation to indemnify City shall in no event exceed the amount of such settlement.

(c) In the event the incumbent cable and/or video service provider(s) in the City files a claim against the City in state or federal court arising out of the fact that the City entered into this Agreement, challenging the lawfulness of this Agreement and/or seeking to modify its obligations under its existing cable franchise on the basis that the City entered into this Agreement, AT&T Mississippi shall cooperate with the City in responding to such claim.

At the City's request, AT&T Mississippi will intervene in any such action and defend any such claim. In such event, AT&T Mississippi shall assume, at its expense, the sole defense of the claim through counsel selected by AT&T Mississippi and shall keep the City fully informed as to the progress of such defense. Upon reasonable request by AT&T Mississippi and at AT&T Mississippi's expense, the City shall cooperate with AT&T Mississippi in the defense of the claim. At its option and expense, the City may retain and use separate counsel to represent it, including in-house counsel.

AT&T Mississippi shall maintain control of the defense and resolution or settlement of the claim, except that if the settlement of the claim would adversely affect the City, AT&T Mississippi may settle the claim as to the City only with its written consent, which consent shall not be unreasonably withheld or delayed.

AT&T Mississippi shall pay the full amount of (i) any judgment or award issued by a court against the City as a result of entering into this Agreement or (ii) any settlement negotiated by AT&T Mississippi with respect to the claim and all other expenses related to the resolution of the claim. AT&T Mississippi's obligation to pay excludes an incumbent cable and/or video service provider's costs, interests and reasonable attorneys' fees in bringing such action or claim unless otherwise agreed to by AT&T Mississippi in any settlement agreement or any final judgment ordered by the court.

8. Breach of Agreement. Should either party claim that a breach of any part of this Agreement has occurred, that party will provide prompt written notice to the other, specifying the nature of the breach; and upon receipt the other party shall cure such breach within sixty (60) days.

9. Dispute Resolution. The parties recognize and agree that it is in their best interests to avoid the time and expense of litigation should a dispute arise concerning the provisions of this Agreement and compliance therewith. Therefore, the parties agree to exercise good faith in resolving claims, disputes, and controversies arising out of this Agreement by participating in non-binding arbitration or other alternative means of dispute resolution,

including but not limited to mediation, upon terms and conditions mutually agreeable to the parties. The parties agree to refrain from instituting or pursuing actions at law or in equity until they have attempted to resolve the claim, dispute, or controversy by non-binding arbitration or other alternative means of dispute resolution save for those instances wherein non-binding arbitration or other alternative means of dispute resolution will result in immediate harm or be detrimental or prejudice the party's pursuit of an action.

10. Public Rights-of-Way. The City shall maintain any lawful and reasonable police powers provided for by law over installation of facilities in the public rights-of-way (ROW). AT&T Mississippi agrees that its facilities cannot disrupt sight distance for motorists; will place its video equipment on public ROW close to a property line abutting the public ROW, when and where feasible; cannot be below base flood elevation according to the most recent FIRM and flood insurance study; cannot obstruct drainage; and cannot obstruct pedestrian traffic or violate, to the extent applicable, provisions set forth in the Americans with Disabilities Act of 1990. AT&T Mississippi will also consider the aesthetics involved when placing its video equipment on residential and arterial streets.

11. Customer Service. AT&T Mississippi shall comply with the Federal Communications Commission customer service standards set forth under 47 C.F.R. 76.309**(c).**

12. Free Service to Buildings. If AT&T Mississippi agrees to provide free service to public facilities for any local government in Mississippi, AT&T Mississippi shall, upon written request by the City, install, at no charge, one service outlet to a demarcation point located on the outside of any designated public building provided such building demarcation point is within 125 feet from AT&T Mississippi's activated distribution point of connection. AT&T Mississippi shall not be required to extend its facilities beyond the appropriate demarcation point located outside the building or to perform any inside wiring. AT&T Mississippi shall provide complimentary video service to public schools, public libraries, police, fire, city attorney, and city hall and over that one service outlet free of charge, which service shall not be used for commercial purposes. The City may not receive service at the same building from more than one cable or video service provider at a time.

13. Notices. Any notice to be given under this Agreement shall be in writing and may be delivered to either personally, by facsimile or by certified or registered mail with postage prepaid and return receipt requested, addressed as follows:

If to City:

Sidney Runnels
City Manager
City of Gautier
3330 Highway 90
Gautier, MS 39553

With a Copy to:

Amy St. Pe', Esq.
Dogan & Wilkinson, PLLC
P.O. Box 1618
Pascagoula, MS 39568-1618

If to AT&T Mississippi:

AT&T Mississippi
General Counsel - Mississippi
Suite 790, Landmark Center
175 E. Capitol Street
Jackson, Mississippi 39201

14. Modification. This Agreement may be amended or modified only by a written instrument executed by both Parties.

15. Assignment. Except to affiliates, AT&T Mississippi may not assign or transfer this Agreement or any interest therein without the prior written consent of City.

16. Entire Agreement. This Agreement constitutes the entire agreement between City and AT&T Mississippi with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between City and AT&T regarding the subject matter hereof.

17. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

18. Choice of Law and Venue. This Agreement shall be construed and interpreted according to the laws of the State of Mississippi. The parties further agree that the appropriate venue for any legal action involving this Agreement will be in a court of competent jurisdiction in either the federal or state courts located in Mississippi.

19. Miscellaneous.

(a) AT&T Mississippi, and City each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

(b) The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

(c) AT&T Mississippi and City shall cooperate fully with one another in the execution of any and all other documents and in the completion of any additional actions including, without limitation, the processing of permits that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

(d) AT&T Mississippi agrees to comply with any and all current and future state and federal laws, as well any and all current and future ordinances of the City.

(e) Nothing contained in this Agreement is intended or shall be construed as

creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

20. Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective past and present principals, managers, City Council members, officers, directors, shareholders, agents, employees, attorneys, successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

21. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile and any signature transmitted by facsimile will be given the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of this 18th day of August, 2008.

BellSouth Telecommunications, Inc. doing business as AT&T Mississippi

By: _____
Name: R. Mayo Flynt, III
Title: President - AT&T Mississippi

City of Gautier, Mississippi

By: _____
Name: Sidney Runnels
Title: City Manager, City of Gautier

Attest: _____
Name: Linda Green
Title: City Clerk, City of Gautier

717957

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 166-2013

IT IS HEREBY ORDERED by the Mayor and Council of the City of Gautier, Mississippi, that the services contract entered into between the City of Gautier and G&K Services and dated June 19, 2009 is hereby terminated.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilwoman Martin, seconded by Councilman Anderson and the following vote was recorded:

AYES: **Gordon Gollott**
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Mary Martin
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 16, 2013.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell

Date: July 10th, 2013

Subject: Ratify contract with G&K Services

REQUEST:
City Council authorization is requested to ratify the Contract with G&K Services

BACKGROUND
Contract was approved by the previous Council on 6/19/2009 for the term of 60 months; However a Council may not bind their successor in office. Unless the present Council ratifies the contract, invoices under this contract may not be legally paid. The City Manager is recommending that this Council does not ratify this contract.

RECOMMENDATION:
The Council may:
(1) Ratify the Contracts
(2) Direct the City Manager to negotiate terms and conditions, and or
(3) Terminate the Contracts

ATTACHMENT(S):
Contract G&K
Letter to G&K

G&K SERVICES

G&K Services
701 St. Anthony Street
Mobile, AL 36603

AGREEMENT FOR SUPPLY OF G&K SERVICES

715524

This Agreement, including the terms below, on the reverse, and on any attached written addenda and any added verbally as described below, all of which are incorporated by this reference, ("**Agreement**") is entered into between **Customer** and G&K Services ("**G&K**"), as of the Effective Date. Customer and Effective Date are identified below.

1. **G&K Agrees With Customer:**
- To provide services ("**Services**") and merchandise ("**Merchandise**") listed on any attached Addenda, or added verbally or in a separate writing by Customer.
- To provide **G&K Service Guarantees:**
  - G&K will **deliver all Merchandise** to Customer, picked-up by G&K on a regularly scheduled delivery day, by the next scheduled delivery day;
  - G&K will clean all Merchandise using **high standards** in laundering methods;
  - G&K will **inspect, repair and deliver** to Customer, on the next scheduled delivery day, all Merchandise needing repair that can reasonably be repaired;
  - G&K will deliver to Customer all Merchandise in a **clean and useable condition** on the next scheduled delivery day;
  - G&K will deliver to Customer, **on the next regularly scheduled delivery day**, replacement or additional uniforms ordered of a similar size and color as those in service at Customer, provided G&K receives the order on a regular delivery day;
  - G&K will **replace worn-out Merchandise** on the next regularly scheduled delivery day **with Merchandise meeting G&K's high quality standards,** at no additional charge to Customer except for Merchandise damaged or lost and except for charges for preparation, nametags or emblems, and embroidery;
- To issue a **credit to Customer's account** equal to the weekly charge for the item of Merchandise affected, to the extent G&K Service Guarantees are unmet.
- To **review with Customer** its account for Services and Merchandise as needed or upon request.
- To remain committed to **meeting or exceeding Customer's needs**, and to **respond to any** Customer service request or concern within 48 business hours after receipt by a G&K representative.

If G&K materially fails to provide Services or Merchandise required under this Agreement, Customer will deliver written details of the failure to the G&K office serving Customer, and G&K then has 60 days to correct it. The failure will be considered corrected unless within 10 days after this sixty-day period Customer delivers to the G&K facility serving Customer a second written notice showing the failure is continuing. If this Agreement then is cancelled, Customer will pay G&K all amounts then due, return all rental items to G&K in good and usable condition, and pay the replacement value for all lost, damaged and/or unreturned rental items.

2. **Customer Agrees With G&K:**
- **Customer has no commitment to any other company** for Services or Merchandise described in or otherwise covered under this Agreement, the individual signing for Customer is authorized to enter into this Agreement on Customer's behalf, and this Agreement, when signed on behalf of Customer will constitute a legal binding obligation of Customer, enforceable against Customer;
- To **order from G&K all its requirements** for the type of Merchandise and Services covered under this Agreement during the time this Agreement is in effect;
- To **pay the fees** for all Merchandise and Services supplied by G&K under this Agreement, based on 52 weeks per year of service, as follows:
  - In cash on the regular delivery day or, if G&K has approved credit for Customer, within 10 days after the date of each invoice delivered; provided that G&K may, at any time, convert any account to a cash on delivery basis;
  - Annual increases in prices as invoiced by G&K for Merchandise and Services to the greater of 5% over existing prices or the rate of increase for the previous 12 months reported in the consumer price index commonly used in the location of the G&K facility that serves Customer; if G&K determines that greater price increases for Merchandise and Services are warranted, G&K will give Customer written notice prior to the effective date of the increase;
  - All charges shown on G&K invoices for additional items, such as additional orders for Merchandise and Service, charges for any nametags, emblems, embroidery, seasonal changeovers, exchanges, outsizes, automatic replacement, Image Guard program, special services programs, taxes, replacement values for Merchandise lost or damaged (ordinary wear and tear excepted) while in possession of Customer, and charges for environmental and energy costs (service charges for environmental and energy costs will be used to help G&K pay various fluctuating costs relating to the environment, energy, service and delivery; revenue from all charges on G&K invoices is used to offset costs and to provide general revenue to G&K);
  - At any time while this Agreement is in effect, a minimum of 75% of the average weekly fees invoiced by G&K to Customer during (a) the first 8 week period under this Agreement, or (b) any lesser period from commencement of this Agreement if Customer has not yet had 8 weeks of weekly invoices;
  - A monthly service charge on all past due amounts equal to the lesser of 18% per annum or the highest rate permitted by law; and
  - G&K's then current replacement values for all embroidered or permanently embellished, non-standard and/or unreturned Merchandise provided to Customer by G&K under this Agreement at the time this Agreement expires or is terminated for any reason.
- To notify G&K in advance of service of anything that may pose a health or environmental hazard, as for example Merchandise containing lead or blood borne pathogens, except as approved in advance by G&K in writing;
- To be responsible for and hold G&K harmless from any claim arising from use of the Merchandise by Customer; and
- To take whatever steps are necessary to assign this Agreement to any successor to Customer if Customer or Customer's business, assets or capital stock is sold or taken over by another party, and to notify G&K in writing of any assignment.

3. **Term; Renewal; Early Termination.**
- This Agreement takes effect as of the Effective Date and continues for the term of 60 months ("**Initial Term**") from the later of (a) the Effective Date or (b) the date G&K first delivers Merchandise to Customer, and then renews automatically and continuously for successive periods of 36 months each ("**Renewal Term**"), unless either party gives the other party written notice of non-renewal at least 90 days, but no more than 180 days, prior to expiration of the Initial Term or any Renewal Term.

TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT, AND IN ANY ATTACHED ADDENDA, ARE A PART OF THIS AGREEMENT. THIS AGREEMENT IS NOT BINDING ON G&K UNTIL SIGNED BY G&K MANAGEMENT BELOW.

Customer Name City OF Gautier	**G&K SERVICES**
Address 3330 Hwy 90	Sales Signature Jonathan Adams
Accepted By Cindy Steen	Printed Name and Title Jonathan Adams RSR
Name and Title (printed) Cindy Steen purchasing Agent.	Management Signature Mike LaSoora
Effective Date 6/19, 200 9	Printed Name and Title Mike LaSoora Sero. Mgr

060712NA60
SER001A 7/06

Enhancing Image & Safety Through Innovation

G&K ORIGINAL COPY

G&K SERVICES

U.E. KARYN

8	F	0	8	1	7	1	01-02

G&K SERVICES (G&K)
ADDENDUM TO SERVICE AGREEMENT

SERVICE AGREEMENT NUMBER: 715524

COMPANY NAME (Customer): City Of Gautier

ADDRESS: 3330 Hwy 90

Gautier Ms 39553

PHONE NUMBER:

MERCHANDISE / SERVICE ITEMS (ITEMS)

ITEM DESCRIPTION	NUMBER OF PERSONS/QTY.	INVENTORY PER PERSON/ITEM	CHARGE PER CHANGE/ITEM	SERVICE FREQUENCY	CURRENT UNIT REPLACEMENT OR LOSS/DAMAGE VALUE
Work Shirts	15	11	.60	W	$18.00
Work pants	32	11	.60	W	$20.00
Exec Slack	3	11	.85	W	$24.00
3X10 Mats	4	2	5.00	W	$105.00
3X4 Mats	2	1	3.50	W	$44.10
3X5 Scraper Mat	1	1	2.50	W	$82.69
2000 Pro Soap Disp	2	2	3.50	W	$19.85
Drip Mater Disp	2	1	3.00	E4W-C	$16.54
AF Cabinets	16	16	2.00	W	$20.40
Jeans	20	11	.70	W	$20.00
Polo Shirts	3	11	.60	W	$22.00

	CHARGE*
*Prep	$2.00
*Nametag	$1.00
*Emblem	$2.00
*Embroidery	Market
*Changeovers	
*Exchanges	

	CHARGE*
*Outsizes	20%
*Special Cuts	
*Auto Replacement	8%
*Environmental Charge	$6.95
*Energy Charge	$7.00
*Image Guard	

	CHARGE*
Invoice Minimum 75%	

*** Prices are subject to change as described in the Service Agreement**

COMMENTS

Customer and G&K agree that Merchandise/Service Items listed above shall be governed by the provisions of the Service Agreement between Customer and G&K, which provisions are incorporated by reference into this Addendum.

Customer Name: City of Gautier

Address: 3330 Hwy 90

Accepted By: Cindy Steen

Name and Title (printed): Cindy Steen purchasing

Printed Name and Title: Cindy Steen purchasing asst

G&K SERVICES

Sales Signature: Jonathan Adams

Printed Name and Title: Jonathan Adams RSR

Management Signature: Mike Wilson

Effective Date: 6/20, 2009

07.2006 No. Amer, G&R ORIGINAL COPY Form SER-002A

Mayor
Tommy Fortenberry

Council
At Large Mary F. Martin
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
Ward 3 Gordon T. Gollott
Ward 4 Scott D. Macfarland
Ward 5 Adam D. Colledge

City of Gautier
Gautier, Mississippi

Interim City Manager
Robert G. Ramsay

City Clerk
Wendy S. McClain

3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

September 18, 2012

G&K Uniforms:

To whom it may concern:

Due to budget cuts this year effective October 1st 2012 the City of Gautier will ***no*** longer need your services.

I want to take this opportunity to thank you for a job well done. We were very pleased with your service and look forward to working with you in the future.

If you have any questions, please feel free to contact me at 228-497-3518 between the hours of 7:30 a.m. until 5:00 p.m.

Thank you,

Cindy Steen
Purchasing Agent
City of Gautier
csteen@gautier-ms.gov

September, 26th 2012
City of Gautier
3330 Hwy 90
Gautier, Ms 39553

Dear Cindy Steen:

We regret that you have chosen to breach your contract with G & K Services [G & K] by terminating early. While we would prefer to keep you as one of our valued customers, we find ourselves compelled to enforce the terms of our contract including liquidated damages provision in our contract in order to protect our interests. This provision is contained in your contract, a copy of which is enclosed for your easy reference.

In this instance, the liquidated damages which you are obligated to pay are calculated as follows:

Service Agreement Expiration Date			6/20/2014
Breach date			9/26/2012
Weeks Remaining on Agreement			89
Weekly Volume			$210.00
Liquidated Damage Charges		$	9,360.00
- 50% of weekly billing multiplied by weeks remaining			
Outstanding Receivables	To be determined	$	-
Unreturned Items	To be determined	$	-
Damage Items	To be determined	$	-
Amount Due		$	9,360.00

Again, we hope that you will reconsider your decision. We are eager to fulfill our contractual obligation to you. However, if you have not notified us in writing within ten [10] days of the date of this letter of your desire to continue with G & K for the term of the contract, we will proceed with the enforcement of our contractual rights including, among other things, our right to recover liquidated damages.

Respectfully yours,

Josh Kendrick

Josh Kendrick
Route Manager
G&K Services

75% of invoice still would have to pay $ 157.50 weekly.

9/26/2012

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 167-2013

IT IS HEREBY ORDERED by the Mayor and Council of the City of Gautier, Mississippi, that the Christian Preus Landscape Architecture Proposal for Master Planning Services for the Town Green is hereby ratified until July 16, 2013.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilman Jones, seconded by Councilwoman Martin and the following vote was recorded:

AYES: **Gordon Gollott**
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Mary Martin
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 16, 2013.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell

Date: July 9th, 2013

Subject: Ratify Christian Preus Landscape Architecture Proposal for Master Planning Services for the Town Green

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REQUEST:
City Council authorization is requested to ratify Christian Preus Landscape Architecture Proposal for Master Planning Services for the Town Green.

BACKGROUND:
Christian Preus Landscape Architecture will analyze ecological conditions on the site to determine suitability of different portions of the site for intensive development, restoration, preservation and other uses in order to optimally utilize site resources and conditions.

RECOMMENDATION:
The Council may:
(1) Ratify the Contract
(2) Direct the City Manager to negotiate terms and conditions, and or
(3) Terminate the Contract

ATTACHMENT(S):
Yes

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Patty Huffman, Grants & Projects Manager

Through: Eric Meyer, Economic Development and Planning Director

Date: August 14, 2012

Subject: Christian Preus Landscape Architecture Proposal and Letter of Agreement for Master Planning Services for the Town Green Project

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REQUEST:

The Economic Development and Planning Department requests authorization for the City of Gautier to enter into a service agreement with Christian Preus Landscape Architecture, PLLC for master planning services related to the 33 acre Town Green project.

BACKGROUND:

Christian Preus Landscape Architecture, PLLC has submitted a proposal and professional services agreement to perform master planning of the City's Town Green which will include an analysis of ecological conditions, a program for long term development, schematic designs, and a master plan. The final master plan will include a developed rendering of the park site illustrating vehicular and pedestrian circulation, along with locations and scaled spaces for all amenities and features on the site. Deliverables will include:

Master Plan Rendering
Master Plan Booklet (11 x 17)
Compilation of Analysis through Final Plan
Master Plan Drawing
Phasing Plan

Work is expected to begin upon receipt of the signed Letter of Agreement and will be compensated in an amount not to exceed $20,000.00. Funding for these services will be provided through a previously approved Tidelands grant. (Master Plan services were budgeted in the amount of $20,000.00 as part of the reallocated FY2010 Tidelands grant which includes prior year grant balances plus the FY2012 award. Total: $458,712.96.)

RECOMMENDATION:

City staff recommends that City Council authorize entering into a service agreement with Christian Preus Landscape Architecture, PLLC for the services as described above.

The City Council may:

1. Authorize entering into the service agreement as presented; or
2. Authorize entering into the service agreement with changes; or
3. Disapprove entering into the service agreement as presented.

ATTACHMENT(S):

Christian Preus Landscape Architecture, PLLC Proposal and Letter of Agreement for Professional Services

CHRISTIANPREUS
Landscape Architecture

12321 Preservation Dr
Gulfport, Mississippi 39503

T : 228.539.5086 x 5
M : 228.547.8586
F: 228.539.7990

www.christianpreus.com

August 2, 2012

City of Gautier, Mississippi
Attn: Mr. Eric Meyer (via email)
emeyer@gautier-ms.gov

Re: Landscape Architectural Services Proposal for Gautier Town Green

Dear Eric:

Thank you for considering Christian Preus Landscape Architecture, PLLC (CPLA) for the master planning of the Gautier Town Green. The scope for our services is outlined below. Should you have any questions, please do not hesitate to contact me.

SCOPE OF SERVICES

I. ANALYSIS

We will analyze ecological conditions on the site to determine suitability of different portions of the site for intensive development, restoration, preservation and other uses in order to optimally utilize site resources and conditions. Sensitive ecological communities, habitats, and other potential environmental features will be mapped, characterized and analyzed to determine best use. Environmental problem areas such as invasive species, altered hydrology etc will be identified, mapped and assigned basic development or restoration guidelines.

Analysis maps to be produced include:

- Ecological communities analysis
- Ecological problems and constraints analysis

In addition, a brief report will be prepared describing the above analysis and design implications of site environmental conditions.

II. Programming

Taking the information obtained from various focus groups, we will create a program for the long term development of the project. Our objective will be to obtain feedback from the City as well as other stakeholders in the development of the Town Green as a recreational amenity.

III. Schematic Design

With the data provided from the analysis and programming efforts, we will create schematic concepts for the Town Green. We will present these concepts to the City for review to obtain feedback. Supporting images and graphics will be presented to further explain the concepts.

IV. Master Plan

The final master plan for the Town Green will be a developed rendering of the park site illustrating vehicular and pedestrian circulation, along with locations and scaled spaces for all amenities and features on the site. Detailed descriptions and supporting sketches may be included to articulate the vision for this park. A phasing plan will also be provided to give guidance to the City for recommended phases of implementation.

Deliverables:

Master Plan Rendering
Master Plan Booklet (11x17)
- Compilation of Analysis through Final Plan
- Master Plan Drawing
- Phasing Plan

V. Implementation Assistance

In the event that portions of the project are implemented with Volunteer labor, or multiple portions of the project are contracted out, CPLA will endeavor to assist the City by answering questions while providing minimal technical assistance to clarify the design intent.

COMPENSATION FOR SERVICES:

Project Task/Fee:

Item I-V: $20,000 Lump Sum

TERMS

Work on this project will commence promptly upon receipt of the signed Letter of Agreement. Please make all checks payable to Christian Preus Landscape Architecture, PLLC.

Progress billings will be submitted regularly throughout the term of the project. Invoices are due on receipt. If an invoice is not paid within forty five (45) calendar days of the invoice date, interest at the rate of one point five percent (1.5%) per month will be charged on the unpaid balance from the original date of the invoice. If an invoice is not paid timely, work on the project will stop until all past due balances and progress billings are paid in full. If the Client fails to make payments when due and Christian Preus Landscape Architecture, PLLC incurs any cost in order to collect overdue sums from Client, then Client agrees that all such collection costs incurred shall immediately become due and payable to Christian Preus Landscape Architecture, PLLC. Collection costs shall include, without limitations, legal fees and reasonable Christian Preus Landscape Architecture, PLLC staff costs at the standard billing rates for Christian Preus Landscape Architecture, PLLC. Collection costs shall survive the term of this Agreement or any earlier term set by either party. In the case of termination, Client agrees to pay in full for all fees and expenses, including collection costs, incurred up to the termination date.

The landscape architect is not responsible for the means and methods or appropriateness of the installation procedures undertaken by any contractor and not responsible for job safety. The landscape architect is not responsible for the location of any underground utilities or pipes, or any cracking in concrete, wood or other materials. The landscape architect is not responsible for cost overruns, foundation or drainage problems, or other complications related to the topographical elevation changes dictated by the design of the building or structures on the property. Client will hold harmless and indemnify the landscape architect and associates against all claims of bodily injury, property damage, and death. No extrinsic evidence, oral or written may be introduced to alter terms expressed herein no matter the cause or genesis.

REIMBURSABLES

Reimbursables will include photographs, prints plus 7%, mileage at $50.5 cents per mile or the national standard mileage rate.

ADDITIONAL SERVICES

Additional services consist of professional services provided which are not described specifically above but are mutually agreed upon between the Client and the Landscape Architect. Additional Services will be performed at an hourly rate of $125/hr. with estimates of time requirements first presented to you for approval. Examples of such services include, but are not limited to the following:

1. Substantial increase in drawings or phased administration due to multiple phases of work.

2. Revising drawings, specifications or other documents previously approved to accomplish changes by the client.

3. Design Development, Construction Documents, Bid Administration, and Construction Administration.

Eric, we are grateful to be considered for this project. Please let me know if you need any additional information to assist you at this time.

Sincerely,

CHRISTIAN PREUS LANDSCAPE ARCHITECTURE, PLLC

8-2-2012

BY : Christian H. Preus, ASLA Date

Client Date

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 168-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager is hereby authorized to initiate and request activation from the Mississippi Department of Transportation for the 2013 Safe Routes to School grant funding.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilman Guillotte, seconded by Councilman Jones and the following vote was recorded:

AYES: **Gordon Gollott**
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Mary Martin
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 16, 2013.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Patty Huffman, Grants and Projects Manager

Through: Chandra Nicholson, Interim Director of Economic Development and Planning

Date: July 8, 2013

Subject: Submission of Activation Request to the Mississippi Department of Transportation for the 2013 Safe Routes to School grant funding

---

REQUEST:
The Economic Development and Planning Department requests City Council approval to authorize City Manager, Samantha Abell to initiate and request activation from the Mississippi Department of Transportation for the 2013 Safe Routes to School grant funding.

BACKGROUND:
The Safe Routes to School Program was established as a response to the reduced number of children walking and bicycling to school. This change in the mode of transportation has added to traffic congestion, reduced air quality, and contributed to the decline in children's health. The purpose of this grant funding is to:

- enable and encourage children, including those with disabilities, to walk and bicycle to school;
- make bicycling and walking to school a safer and more appealing alternative; and
- facilitate the planning, development and implementation of projects and activities that will improve safety; and reduce traffic, fuel consumption and air pollution in the vicinity of schools.

DISCUSSION:
On May 1, 2013, the City of Gautier was approved for up to $100,000.00 in Federal Safe Routes to School funds for infrastructure improvements in the vicinity of College Park Elementary School. These funds, along with a required 20% match, make up the total cost of the project. The City has 90 days from the date of the award letter to activate the project. City Council approval is requested to authorize the City Manager to initiate and request activation of the grant. Funding will be used for sidewalk ramps and repairs, crosswalk striping, sidewalk additions in easement areas and around the school, signage, and safety programming.

RECOMMENDATION:
The Economic Development and Planning Department recommends that City Council authorize the City Manager to initiate and request activation of the 2013 Safe Routes to School funding for infrastructure and non-infrastructure improvements for College Park Elementary School.

City Council may:

1. Authorize submission of an activation request as described above; or
2. Disapprove submission of an activation request as described above.

ATTACHMENT(S):
Letter to MDOT Requesting Project Activation

Mayor
Gordon T. Gollott

Council
At Large Mary F. Martin
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
Ward 3 Casey Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge

City of Gautier
Gautier, Mississippi

City Manager
Samantha D. Abell

City Clerk
Cynthia Russell

3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

July 17, 2013

David H. Seyfarth, PE, PS
Special Projects Engineer
Mississippi Department of Transportation
16499 #B Highway 49
Saucier, MS 39574-9740

Re: Activation Request for Safe Routes to School Grant Project- College Park Elementary School
City of Gautier, Jackson County

Dear Mr. Seyfarth:

On behalf of the City of Gautier, I would like to request that the City of Gautier be allowed to proceed with the activation of the above referenced project for our Safe Routes to School grant funded project in the vicinity of College Park Elementary School located on Ladnier Road. The project involves the following scope of work:

> Sidewalk ramps, sidewalk repair, and crosswalk striping on Ladnier Rd.; addition of sidewalks in easement areas; repair or addition of sidewalks in gap areas around the school; and signage.

Attached are the following documents necessary to activate the project:

1) A copy of the Gautier City Council minutes authorizing the City Manager to activate this project.
2) A vicinity map showing the location of the proposed project and the Functional Classification number.
3) A copy of the 2013 Safe Routes to School grant award letter.
4) A copy of the certificate from the LPA Process Training and Certification.

Thank you for your consideration of this request to proceed with our project activation. Please let me know if you need any additional information.

Sincerely,

Samantha D. Abell, City Manager

Enclosures

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 169-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Docket of Claims is hereby approved, provided that all entries thereon are true, correct, properly entered and not fraudulent.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilman Vaughan, seconded by Councilwoman Martin and the following vote was recorded:

AYES: **Gordon Gollott**
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Mary Martin
Rusty Anderson
Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 16, 2013.

Docket of Claims
Release date from 07/16/2013 thru 07/16/2013

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CITY OF GAUTIER 7M BOND ACCT	132257	07/16/2013	06/27/2013			42,653.31	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR 06/27 MDOT WIRE		05222013	06/27/2013		42,653.31	
001	INFORMATION TECHNOLOGY SERVICE	132258	07/16/2013	07/01/2013			224.00	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-640	JUN 2013		5222304	06/30/2013		224.00	
001	PASCAGOULA UTILITIES	132259	07/16/2013	07/01/2013			38.94	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE STN		1474851	06/27/2013		14.33	
	001-161-630	SOUTH FIRE STN		1475030	06/27/2013		24.61	
001	GLOBALSTAR	132260	07/16/2013	07/01/2013			42.30	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		4812735	06/16/2013		42.30	
001	STEINER SAW & MOWER	132261	07/16/2013	07/01/2013			1,137.85	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-639	SPINDLE,CARB KIT		270843	06/03/2013		62.00	
	001-201-639	RINGS(2),DIAPHRAM(2),SPROCKETS		270849	06/04/2013		59.00	
	001-201-639	CARBURETOR,PULLEY,GASKET(2)		220001	06/05/2013		56.00	
	001-201-639	WEEDEATER STRING(2),CYCLE OIL		220003	06/05/2013		82.90	
	001-170-639	RECOIL ASSY,BLADE,GASKET(2)		220017	06/10/2013		99.95	
	001-170-639	GASKET(4),CARBURETOR		220019	06/12/2013		56.00	
	001-201-639	SPINDLE ASSY(2)		220025	06/13/2013		90.00	
	001-201-639	PULLEY,BELT-HYDRO		168901	06/14/2013		91.00	
	001-170-639	BELT(3),CARB PLATE GASKET		220033	06/14/2013		98.00	
	001-170-639	HYDRO BELT		168906	06/17/2013		65.00	
	001-201-639	IDLER BEARING(6),GASKET(4)		220036	06/17/2013		86.00	
	001-170-639	EXHAUST GASKET(2),FUEL LINE(2)		220040	06/19/2013		23.00	
	001-170-639	BEARING(4),CARB		220048	06/24/2013		85.00	
	001-170-639	10'ROPE,HANDLE(4),EDGER BLADE		168908	06/26/2013		96.00	
	001-170-639	CHAIN,FILTER(2),NUTS,CARB,LINE		168916	06/27/2013		88.00	
001	BELL AUTO PARTS, INC.	132264	07/16/2013	07/01/2013			905.46	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	REAR BRAKE ROTOR(2),PAD		39774	05/29/2013		97.75	
	001-100-570	FRONT BRAKE ROTOR(2),PAD		39775	05/30/2013		97.75	
	001-100-570	FRONT BRAKE ROTOR(2),PAD		D053665	05/31/2013		97.75	
	001-100-570	REAR BRAKE ROTOR(2),PAD		D053666	05/31/2013		97.75	
	001-201-639	BOLTS(10)		39787	06/06/2013		99.50	
	001-100-570	FRONT BRAKE ROTOR(2),PAD		D053687	06/13/2013		97.75	
	001-100-570	FRONT BRAKE PAD(2)		D053688	06/13/2013		55.50	
	001-161-638	GAL ROTELLA (4),ANTIFREEZE		39829	06/27/2013		96.50	
	001-161-638	GAL ROTELLA (2),ANTIFREEZE		39830	06/28/2013		79.50	
	001-170-639	BELT(6)		39831	06/28/2013		85.71	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWE'S HOME CENTER'S, INC.	132276	07/16/2013	07/02/2013			651.99	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-559	500' POLY LINE	902212	05/28/2013		9.38
001-092-635	PAINT THINNER	902198	05/28/2013		10.43
001-170-635	BOLT,CAULK,ACRYLIC,PLYWOOD	903804	05/29/2013		87.29
001-170-635	REPAIRS TO BUDDY DAVIS	902434	05/29/2013		89.52
001-092-635	ENTRANCE WALL:RED OAK(20)	901300	05/29/2013		77.00
001-170-559	COMBINATION LOCK(2)	914896	05/30/2013		26.54
001-201-559	3PK GLOVES(2),SAFETY VEST(2)	901395	05/31/2013		29.36
001-161-559	TOLIET REPAIR KIT	914321	06/04/2013		7.60
001-170-639	SUPPLIES:BACOT ICE MACHINE	902827	06/05/2013		3.73
001-170-639	SUPPLIES:BACOT ICE MACHINE	902930	06/06/2013		7.81
001-092-559	2CT TIE DOWN	902878	06/11/2013		15.18
001-201-576	CONCRETE MIX:KINGSLEA CULVERT	901740	06/12/2013		6.90
001-170-639	30' TIE DOWN	902173	06/13/2013		20.88
001-170-639	WELDED CHAIN	902172	06/13/2013		31.33
001-161-635	PAINT SUPPLIES:FIRE STATION	913345	06/13/2013		86.89
001-170-559	OUTDOOR PUSHBROOM(3)	913357	06/19/2013		72.13
001-092-559	25CT FLAT WASHER	901975	06/20/2013		3.08
001-092-559	BOLTS(12),NUTS,GROMMET	902437	06/20/2013		10.68
001-092-635	60W LIGHT(2),PHONE CASE	902150	06/24/2013		28.44
001-170-559	WIDE WRENCH,PIPE WRENCH	902516	05/29/2013		28.35
001-170-559	TAKE DISCOUNT/CREDIT	06252013	06/25/2013		-.53

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	132282	07/16/2013	07/03/2013			1,820.46	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-570	MARKER LIGHT:#123	1978297752	05/29/2013		34.66
001-201-638	ABSORBENT	1978297838	05/30/2013		23.16
001-201-639	TIRE SEAL,REPAIR KIT	1978297873	05/30/2013		35.41
001-100-570	FRONT MARKER:#11762	1978298360	06/04/2013		31.90
001-100-570	FILTER,MOTOR OIL:5QT,1QT(2)	1978298362	06/04/2013		30.10
001-170-638	BRK CALIPER,METALLIC PAD,FLUID	1978298487	06/05/2013		94.04
001-100-570	CAPSULE:#16160	1978298510	06/05/2013		3.99
001-100-570	CAPSULE:#16160	1978298513	06/05/2013		4.49
001-100-570	BLOWER MOTOR:#115	1978298542	06/05/2013		40.70
001-100-570	FILTER,WIPER BLADE(2),OIL(4)	1978298606	06/06/2013		57.53
001-170-639	CYCLE OIL(2),MINI BULB(2)	1978298714	06/07/2013		26.96
001-170-639	BATTERY	1978299167	06/11/2013		99.99
001-100-570	SHOCK ABSORBER:#14398	1978299178	06/11/2013		91.92
001-170-559	HAND CLEANER(2),FREON,FILTER	1978299263	06/12/2013		42.96
001-100-570	TERMINAL,CIRCUIT BREAKER	1978299821	06/17/2013		35.88
001-100-570	HOSE CLAMP:#129	1978299958	06/18/2013		9.00
001-100-570	FUEL FILTER(2)	1978300065	06/19/2013		18.82
001-161-639	V-BELT	1978300179	06/20/2013		10.38
001-100-570	BRK CALIPER:#15238	1978300259	06/21/2013		62.69
001-100-570	BRK CALIPER,WET/DRY ASST,PAINT	1978300260	06/21/2013		62.05
001-170-638	CAR WASH	1978300269	06/21/2013		5.69
001-100-570	SILICONE	1978300283	06/21/2013		5.49
001-170-639	GAS CAN(2),CYCLE OIL(3)	1978300584	06/24/2013		51.95
001-100-570	TORX SOCKET(2)	1978300590	06/24/2013		9.98

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	132282	07/16/2013	07/03/2013			1,820.46	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-570	BRAKE ROTOR(2):#15238	1978300636	06/24/2013		93.56
001-100-570	BRAKE ROTOR(2):#15238	1978300638	06/24/2013		87.84
001-100-570	CERAMIC PAD(2):#15238	1978300639	06/24/2013		77.05
001-100-570	HEADLAMP ASMT	1978300697	06/25/2013		84.00
001-100-570	HEADLAMP ASMT	1978300698	06/25/2013		84.00
001-100-570	HEALLAMP ASMT	1978300699	06/25/2013		84.00
001-100-570	HEADLAMP ASMT	1978300700	06/25/2013		84.00
001-100-570	FUEL FILTER	1978300703	06/25/2013		37.64
001-100-570	THERMOSTAT,SPLUG(8),MANIFOLD	1978300831	06/26/2013		48.02
001-100-570	WATER PUMP #50	1978300890	06/27/2013		41.79
001-100-570	GAL ANTIFREEZE #50	1978300904	06/27/2013		27.98
001-090-638	OIL(12),WIPER BLADE(2),FILTER	1978300932	06/27/2013		75.55
001-090-638	BATTERY	1978300947	06/27/2013		80.59
001-100-570	METALLIC PAD #50	1978300961	06/27/2013		24.70

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MALLETTE BROTHERS CONSTRUCTION, INC	132284	07/16/2013	07/08/2013			2,959.93	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	16.77 TN RAP FOB	16941	06/30/2013		570.18
001-201-576	3.10 TN ASPHALT FOB	16941	06/30/2013		232.50
001-201-576	6.30 CY FILL SAND FOB	16941	06/30/2013		75.60
001-201-576	9.94 TN FILL SAND FOB	16941	06/30/2013		149.10
001-201-576	25.15 CY FILL CLASS 9 FOB	16941	06/30/2013		301.80
001-201-576	29.65 TN RIP RAP FOB	16941	06/30/2013		1,630.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	132285	07/16/2013	07/08/2013			733.24	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-570	TRANSMISSION KIT:#19615	234691	06/04/2013		425.41
001-100-570	OIL FILTER(12):POLICE CARS	234746	06/05/2013		31.68
001-100-570	DEXRON(12):#19615	234955	06/13/2013		51.60
001-100-570	FUEL FILTER	235095	06/19/2013		10.45
001-100-570	FUEL FILTER(2)	235199	06/24/2013		20.90
001-201-639	5GAL TRACTOR OIL(2),PLUG(2)	235289	06/27/2013		79.00
001-201-639	HYDRAULIC HOSE	235029	06/27/2013		25.00
001-100-570	FLEX HOSE(2)	235300	06/28/2013		89.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TEC	132287	07/16/2013	07/08/2013			50.80	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-605	MONTHLY LONG DISTANCE	736711	07/01/2013		50.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA SANITATION OF MS, LLC	132289	07/16/2013	07/08/2013			105.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-698	FRAZIER PORT O LET	0000281323	06/30/2013		105.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	G&K SERVICES INC	132291	07/16/2013	07/08/2013			349.84	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-535	STREETS	1033386837	06/05/2013		24.34
001-205-535	MAINTENANCE	1033386837	06/05/2013		46.62
001-201-535	STREETS	1033388953	06/12/2013		24.34
001-205-535	MAINTENANCE	1033388953	06/12/2013		46.62
001-201-535	STREETS	1033391114	06/19/2013		24.34
001-205-535	MAINTENANCE	1033391114	06/19/2013		44.30

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001	G&K SERVICES INC	132291	07/16/2013	07/08/2013			349.84	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-535	STREETS	1033393235	06/26/2013		24.34
001-205-535	MAINTENANCE	1033393235	06/26/2013		44.30
001-170-698	RECREATION	1033386836	06/05/2013		4.76
001-201-535	STREETS	1033386836	06/05/2013		12.90
001-170-698	RECREATION	1033388952	06/12/2013		4.76
001-201-535	STREETS	1033388952	06/12/2013		12.90
001-170-698	RECREATION	1033391113	06/19/2013		4.76
001-201-535	STREETS	1033391113	06/19/2013		12.90
001-170-698	RECREATION	1033393234	06/26/2013		4.76
001-201-535	STREETS	1033393234	06/26/2013		12.90

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JOE'S GARAGE	132293	07/16/2013	07/08/2013			222.13	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	FLAT REPAIR:SCAG MOWER	12491	06/19/2013		48.00
001-170-639	TIRE:SCAG MOWER	12492	06/19/2013		72.14
001-100-638	ALIGNMENT:#108	12541	06/21/2013		89.99
001-100-638	FLAT REPAIR:#107	12573	06/27/2013		12.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AD2 INC	132339	07/16/2013	07/10/2013			125.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	LOGO FILE DESIGN/LAYOUT	2177	04/16/2013		125.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY, INC	132340	07/16/2013	07/10/2013			833.33	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-645	JUN 2013 CLUB SUPPORT	06302013	07/05/2013		833.33

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE	132341	07/16/2013	07/10/2013			195.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	JUL 2013:23421-102608-02-6	07112013	07/03/2013		195.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	132342	07/16/2013	07/10/2013			1,058.82	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-605	CITY MGR CELL PHONES	0030759348	06/30/2013		123.86
001-022-605	HR CELL PHONES	0030759348	06/30/2013		123.86
001-040-605	CITY CLERK CELL PHONES	0030759348	06/30/2013		227.20
001-090-605	ECON DEV CELL PHONES	0030759348	06/30/2013		321.97
001-161-605	FIRE DEPT CELL PHONES	0030759348	06/30/2013		135.46
001-170-605	RECREATION CELL PHONES	0030759348	06/30/2013		88.77
001-205-605	MAINT CELL PHONES	0030759348	06/30/2013		61.55
001-100-605	PD CELL PHONE	0030759348	06/30/2013		-23.85

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FOSTER'S AIR CONDITIONING & HEATING INC	132347	07/16/2013	07/10/2013			810.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-639	DIAGNOSTIC-REPLACE MOTOR	W929271	06/24/2013		810.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	132348	07/16/2013	07/10/2013			4,102.25	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP38396143	07/01/2013		71.05
001-100-525	UNL FUEL	NP38396143	07/01/2013		3,300.36
001-161-525	UNL & DSL FUEL	NP38396143	07/01/2013		254.01
001-170-525	UNL & DSL FUEL	NP38396143	07/01/2013		335.71

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001	FUELMAN OF MS	132348	07/16/2013	07/10/2013			4,102.25	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-525	UNL & DSL FUEL		NP38396143	07/01/2013		141.12	
001	FUELMAN OF MS	132351	07/16/2013	07/10/2013			3,615.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP38522719	07/08/2013		2,662.09	
	001-161-525	UNL & DSL FUEL		NP38522719	07/08/2013		382.57	
	001-170-525	UNL & DSL FUEL		NP38522719	07/08/2013		504.99	
	001-205-525	UNL & DSL FUEL		NP38522719	07/08/2013		65.87	
001	IBM CORPORATION	132353	07/16/2013	07/10/2013			816.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-730	AS400 PMT AUG 2013		I4197F9	07/01/2013		816.40	
001	RICH PRINTING, INC	132356	07/16/2013	07/10/2013			406.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-620	3000 RECREATION FLYERS		144349	04/29/2013		406.95	
001	SINGING RIVER ANIMAL HOSPITAL	132357	07/16/2013	07/10/2013			393.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	ROCCO:EXAM-MEDICATION		67648	07/09/2013		289.50	
	001-100-514	70# DRY DOG FOOD		67648	07/09/2013		104.00	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	132358	07/16/2013	07/10/2013			88.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-500	HEAVY DUTY BINDER (3)		3202650779	06/21/2013		88.83	
001	CHAD JORDAN	132359	07/16/2013	07/11/2013			221.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-559	REIMB: BOOM RENTAL		05302013	05/31/2013		221.61	
001	AIRGAS USA, LLC	132360	07/16/2013	07/11/2013			184.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9910897293	06/30/2013		184.20	
001	CREDIT CARD CENTER	132361	07/16/2013	07/11/2013			350.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-596	CC TRAINING:NAPKINS,CUPS		724653	06/25/2012		4.01	
	001-001-596	CC TRAINING:DRINKS		920205	06/25/2012		7.03	
	001-001-596	CC TRAINING:BOX LUNCHES		201675	06/25/2012		61.79	
	001-001-596	COUNCIL CEREMONY:RENTALS		600021	06/26/2012		278.00	
001	CARD SERVICES	132362	07/16/2013	07/11/2013			1,270.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-615	FD PSTGS:CHIEF,FIRE MARSHALL		V04L8G	06/05/2013		780.00	
	001-022-559	PLAQUE:RAY FRAIR		6DS8Z3	06/18/2013		70.15	
	001-040-682	IIMC DUES:CINDY RUSSELL		KLAAHE	06/20/2013		145.00	
	001-001-596	COUNCIL CEREMONY:PLATES,FORKS		6LVXJZ	06/21/2013		52.47	
	001-001-596	COUNCIL CEREMONY:GRAPES		HTG2XH	06/27/2013		6.61	
	001-001-596	COUNCIL CEREMONY:FRAMES		E0NQYL	06/27/2013		16.05	
	001-090-681	MML YOUTH TRACK (8)		Q88WQ5	06/28/2013		200.00	

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001	SAMANTHA ABELL	132365	07/16/2013	07/11/2013			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-596	REIMB PMT:LIP DUB VIDEO		07022013	07/04/2013			200.00
001	MMI DINING SYSTEMS	132366	07/16/2013	07/11/2013			310.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-596	COUNCIL CEREMONY:CATERING		06272013	06/27/2013			310.00
001	MISSISSIPPI PRESS REGISTER	132367	07/16/2013	07/11/2013			163.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	NOTICE:HO HEARING-CLARK,TM		1944213	06/05/2013			20.16
	001-001-615	NOTICE:COUNCIL INSTALLATION		1947552	06/26/2013			143.40
001	GALLS LLC	132374	07/16/2013	07/11/2013			425.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-689	DYNA BLACK NITRILE GLOVES		BC0017440	06/24/2013	130779		16.70
	001-100-689	TACTICAL POLO (5)		BC0017440	06/24/2013	130779		153.95
	001-100-689	GALLS DEFENSE SPRAY		BC0017440	06/24/2013	130779		14.07
	001-100-689	BADGE		BC0017440	06/24/2013	130779		75.64
	001-100-689	TACTICAL PANTS (3)		BC0017440	06/24/2013	130779		131.97
	001-100-689	STATE SEAL		BC0017440	06/24/2013	130779		3.99
	001-100-689	SHIPPING		BC0017440	06/24/2013	130779		28.98
001	STUART C IRBY CO INC	132375	07/16/2013	07/11/2013			470.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	24588 SYL 48IN LAMPS		7633752001	06/26/2013	130921		119.70
	001-092-635	50314 SYL QTP2X40T12		7633752001	06/26/2013	130921		249.36
	001-092-635	4996 SYL QTP2X32T8 BALLAST		7633752001	06/26/2013	130921		101.16
001	ACTION PRINTING CENTER INC	132376	07/16/2013	07/11/2013			265.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-645	POSTERS:NATURES PLAYGROUND		80256	06/03/2013	130844		108.00
	001-100-620	BUSINESS CARDS: CID		80142	06/05/2013	130821		157.50
001	PELTON'S TREE & LAND SERVICES INC	132378	07/16/2013	07/11/2013			890.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-680	REMOVE DEAD OAK: COTITA		07022013	07/02/2013	130943		890.00
001	CUSTOM PRODUCTS CORPORATION	132381	07/16/2013	07/11/2013			1,008.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	STOP SIGNS/SPEED SIGNS #B24639		240211	06/20/2013	130913		933.40
	001-201-576	SHIPPING		240211	06/20/2013	130913		75.40
001	HAYGOOD'S INDUSTRIAL ENGRAVERS, INC.	132383	07/16/2013	07/11/2013			108.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-559	NAME PLATES:COUNCIL		16652	06/25/2013	130899		72.00
	001-001-559	NAME PLATE:CITY MANAGER,ATTY		16652	06/25/2013	130899		24.00
	001-001-559	NAME PLATE:COUNCIL AT LARGE		16652	06/25/2013	130899		12.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	HILL MANUFACTURING CO., INC.	132386	07/16/2013	07/11/2013			120.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	5300 ENVIRO DEGREASER		770347-788	06/28/2013	130896		120.51
001	BAUDVILLE, INC	132387	07/16/2013	07/11/2013			55.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-500	#76721 TORCH AWARD:FRAIR,R		2569442	06/17/2013	130872		55.45
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	132390	07/16/2013	07/11/2013			235.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	STAPLER		3202102272	06/12/2013	130890		7.33
	001-040-500	POST IT NOTES		3202102272	06/12/2013	130890		19.83
	001-040-500	WALLET RED ROPE		3202102272	06/12/2013	130890		60.24
	001-040-500	RTN: WALLET RED ROPE		3202865094	06/22/2013	130890		-60.24
	001-040-500	WALLET RED ROPE		3202142791	06/13/2013	130890		52.66
	001-040-500	HP 940XL PRINTER		3202936433	06/25/2013	130916		71.98
	001-022-500	C540H1CG PRINTER CARTRIDGE		3203096848	06/28/2013	130930		83.99
001	RON JOHNSON	132392	07/16/2013	07/11/2013			800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	PUMP TEST 4 FIRE ENGINES		13-226	06/29/2013	130471		800.00
001	ACES ANIMAL CARE EQUIPMENT AND SERVICES	132393	07/16/2013	07/11/2013			346.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-689	CAT TONGS		18462	05/21/2013	130777		52.50
	001-100-689	SNAKE TONGS		18462	05/21/2013	130777		54.25
	001-100-689	BITE STICK		18462	05/21/2013	130777		49.95
	001-100-689	DISEASE CONTROL DISINFECTANT		18462	05/21/2013	130777		97.26
	001-100-689	PEPPER SPRAY (3)		18462	05/21/2013	130777		47.85
	001-100-689	SHIPPING		18462	05/21/2013	130777		44.75
001	ECONOMY BOOTS SALES & SERVICE	132396	07/16/2013	07/11/2013			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	DUTY BOOTS: CROCKER, N		488335	07/01/2013	130371		100.00

FUND TOTAL 1 Claims to Checks 44 Total 71,868.46 Manual Held Total 71,868.46

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	LOWE'S HOME CENTER'S, INC.	132277	07/16/2013	07/02/2013			64.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
130-130-750	CAM LOCK(8)	997476	05/29/2013		64.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	THE PEOPLES BANK	132329	07/16/2013	07/10/2013			374,743.76	

Account Number	Description	Invoice #	Date	P.O.	Amount
130-680-812	GAUTIER GO BNDS 2010	3194	08/01/2013		265,000.00
130-680-813	GAUTIER GO BNDS 2010	3194	08/01/2013		109,743.76

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	DAN HENSARLING, INC	132336	07/16/2013	07/10/2013			152,000.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
130-130-756	CONSTRUCTION:NEW FIRE STN	6	06/26/2013		152,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	BOLTON - LACK ARCHITECTS	132337	07/16/2013	07/10/2013			4,341.31	

Account Number	Description	Invoice #	Date	P.O.	Amount
130-130-756	DESIGN DEVELOPMENT	2012-5	06/26/2013		4,341.31

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	CUSTOM PRODUCTS CORPORATION	132382	07/16/2013	07/11/2013			1,067.22	

Account Number	Description	Invoice #	Date	P.O.	Amount
130-130-750	HICKORY HILL PLACARDS	239950	06/12/2013	130676	1,067.22

FUND TOTAL 130 Claims to Checks 5 Total 532,216.29 Manual Held Total 532,216.29

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	SUNBELT FIRE, INC.	132380	07/16/2013	07/11/2013			164,151.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
160-161-740	FIRE COMMAND SUPPT VEHICLE	SFEV-1028	03/22/2013	130153	159,327.00
160-161-740	50' 12/3 ORANGE EXT CORDS	SFEV-1028	03/22/2013	130153	195.00
160-161-740	CIRCLE D M164 QUARTZ LIGHTS	SFEV-1028	03/22/2013	130153	984.00
160-161-740	SET-HURST QUICK STRUTS	SFEV-1028	03/22/2013	130153	1,695.00
160-161-740	FIRECOM 210 INTERCOM	SFEV-1028	03/22/2013	130153	1,950.00

FUND TOTAL 160 Claims to Checks 1 Total 164,151.00 Manual Held Total 164,151.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
166	LOWE'S HOME CENTER'S, INC.	132279	07/16/2013	07/02/2013			580.04	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
166-201-559	RTN CREDIT:32PK WATER(60	917208	05/31/2013		-199.20
166-201-559	RTN CREDIT:32PK WATER(60)	918090	05/31/2013		-199.20
166-201-559	32PK WATER(60)	918091	05/31/2013		199.20
166-201-559	YOUTH CORP:SUPPLIES	902759	05/31/2013		580.04
166-201-559	32PK WATER(60)	918092	05/31/2013		199.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
166	CARD SERVICES	132363	07/16/2013	07/11/2013			73.95	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
166-201-559	FIRST AID SUPPLIES	R5KXG5	06/09/2013		35.41
166-201-559	DISPOSABLE CUPS	R32EBP	06/12/2013		38.54

FUND TOTAL 166 Claims to Checks 2 Total 653.99 Manual Held Total 653.99

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BELL AUTO PARTS, INC.	132263	07/16/2013	07/01/2013			158.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-639	PULLEY(2)	39785	06/05/2013		79.00
176-170-639	PULLEY(2)	39786	06/06/2013		79.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	LOWE'S HOME CENTER'S, INC.	132278	07/16/2013	07/02/2013			412.47	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-639	SUPPLIES:ICE MACHINE	902766	06/05/2013		19.62
176-170-559	PIC HANGER,PADLOCK KEY	914992	05/31/2013		6.99
176-170-559	SUPPLIES:FISH POND	902728	06/05/2013		39.72
176-170-639	ADAPTER:ICE MACHINE	902004	06/06/2013		5.24
176-170-639	WOOD BORING DRILL BIT	901725	06/11/2013		8.40
176-170-639	TREATED LUMBER(16)	902978	06/12/2013		174.32
176-170-559	REBAR(3),DRIVER SET,SCREW(10)	902080	06/12/2013		39.68
176-170-559	REBAR	902029	06/12/2013		4.73
176-170-639	TREATED LUMBER(4)	902104	06/12/2013		80.63
176-170-559	POND LILY,CONDITIONER,COLOR	902922	06/17/2013		28.42
176-170-559	MASTER LOCK	915953	06/20/2013		4.72

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	C SPIRE WIRELESS	132343	07/16/2013	07/10/2013			229.42	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-605	CELL PHONES	0030759348	06/30/2013		229.42

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	FUELMAN OF MS	132349	07/16/2013	07/10/2013			133.24	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-525	UNL FUEL	NP38396143	07/01/2013		133.24

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	CARD SERVICES	132364	07/16/2013	07/11/2013			53.57	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-559	BOCCE BALL SET,DUCT TAPE	R7QMZG	06/15/2013		53.57

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	CENTRAL BUSINESS FORMS	132395	07/16/2013	07/11/2013			244.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-559	SELF REGISTRATION ENVELOPES	17953	06/18/2013	130904	244.00

FUND TOTAL 176 Claims to Checks 6 Total 1,230.70 Manual Held Total 1,230.70

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	BELL AUTO PARTS, INC.	132262	07/16/2013	07/01/2013			341.10	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-638	5GAL TRACTOR HYD FLUID(2)	39776	05/30/2013		99.00
400-651-639	PILLOW BLOCK BEARINGS(2)	39777	05/30/2013		73.00
400-651-638	HYDRO HOSE W/FITTINGS(2)	39778	05/31/2013		99.60
400-651-638	HYDRO HOSE W/FITTINGS	39779	05/31/2013		69.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	132267	07/16/2013	07/01/2013			95,730.37	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-000-104	JUN 2013 GARBAGE PMTS	06302013	06/30/2013		95,730.37

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LOWE'S HOME CENTER'S, INC.	132280	07/16/2013	07/02/2013			141.59	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	FLAT(8),SCREW(8),WELCOME FROGS	902596	06/04/2013		30.36
400-651-581	B&D PLASTIC:WATER TAP SUPPLIES	913099	06/10/2013		20.06
400-651-585	PERMNT ASPHALT(3)	902852	06/11/2013		39.84
400-651-559	PIPE CUTTER	914859	06/13/2013		8.64
400-651-559	DIGGING SHOVEL(3)	915912	06/19/2013		42.69

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	O'REILLY AUTO PARTS	132283	07/16/2013	07/03/2013			826.22	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-638	FILTER(2),MOTOR TRT,CLEANER	1978297832	05/30/2013		38.08
400-651-559	CORDLESS DRILL	1978298259	06/03/2013		62.99
400-651-639	THROTTLE KIT,PAINT(4)	1978298351	06/04/2013		42.23
400-651-638	MOTOR OIL:1QT(2)&5QT,FILTER	1978298352	06/04/2013		33.76
400-651-638	MINI BULB(2),FUSE ASST	1978298540	06/05/2013		27.97
400-651-639	PRIMER,PAINT,STABILIZER,FILTER	1978298626	06/06/2013		28.76
400-651-638	CLEANER,DEGREASER(2),BRUSH	1978298713	06/07/2013		53.61
400-651-639	ACP W/GAUGE	1978299080	06/10/2013		36.99
400-651-638	FREON,MOTOR TRT,F EXTINGUISHER	1978299162	06/11/2013		90.97
400-651-638	FIRE EXTINGUISHER,TRANS FLD	1978299163	06/11/2013		26.98
400-651-639	BATTERY	1978299204	06/11/2013		92.99
400-651-639	BOLT(2)	1978299351	06/13/2013		4.98
400-651-639	TRUCK BELT(2)	1978299380	06/13/2013		24.78
400-651-639	GEAR LUBE(2),CLEANER	1978300049	06/19/2013		43.97
400-651-639	APP SOLUTION,FILM,MOTOR OIL(3)	1978300169	06/20/2013		70.45
400-651-639	WIPER BLADE(2)	1978300220	06/20/2013		8.98
400-651-638	FLASH(2),CLEANER,ABSORBENT(2)	1978300592	06/24/2013		27.95
400-651-639	LIGHT,CLAMP,FUNNEL,5GAL OIL	1978300797	06/26/2013		59.66
400-651-639	SILICONE,DUST CAP	1978300827	06/26/2013		10.14
400-651-638	TOW STRAP,BLUE DEF	1978300878	06/27/2013		39.98

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	DPC ENTERPRISES, L.P.	132286	07/16/2013	07/08/2013			632.77	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-580	CHLORINE 150# CYL	212001333	07/08/2013		596.37
400-651-580	FUEL SURCHARGE PRIOR PMT	212001229	06/13/2013		36.40

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	G&K SERVICES INC	132292	07/16/2013	07/08/2013			338.96	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-535	UNIFORMS	1033386836	06/05/2013		84.74
400-651-535	UNIFORMS	1033388952	06/12/2013		84.74
400-651-535	UNIFORMS	1033391113	06/19/2013		84.74
400-651-535	UNIFORMS	1033393234	06/26/2013		84.74

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MTLC/NFL	132294	07/16/2013	07/09/2013			240.37	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-638	PRESSURE SPRAYER(2):#419,427	20080515	06/05/2013		33.98
400-651-559	RECIP BLADE(2),4PK AA BATTERY	20080517	06/06/2013		12.37
400-651-581	BULK FASTENER(12),CHAIN(13)	20080521	06/11/2013		46.05
400-651-581	EYE BOLT(10)	20080522	06/11/2013		8.90
400-651-581	CHAIN(10),ANCHOR SHACKLE(1)	20080524	06/11/2013		9.89
400-651-581	ANCHOR SHACKLE(24)	20080525	06/11/2013		23.76
400-651-581	CHAIN(5),BOLT(4),FASTENER(16)	20080528	06/12/2013		43.25
400-651-559	WASP&HORNET SPRAY(2)	20080530	06/13/2013		7.18
400-651-559	6GAL WET/DRY VAC	20080532	06/13/2013		54.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	C SPIRE WIRELESS	132344	07/16/2013	07/10/2013			227.64	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-605	CELL PHONES	0030759348	06/30/2013		227.64

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CLEARWATER SOLUTIONS LLC	132345	07/16/2013	07/10/2013			145,083.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-698	JUN 2013 OPERATION FEES	GAUTIER007	07/01/2013		145,083.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COMPANION PROPERTY & CASUALTY GROUP	132346	07/16/2013	07/10/2013			6,709.54	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-625	COMMERCIAL PROPERTY	3631775	07/03/2013		6,709.54

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN OF MS	132350	07/16/2013	07/10/2013			63.41	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-525	UNL FUEL	NP38396143	07/01/2013		63.41

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN OF MS	132352	07/16/2013	07/10/2013			132.37	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-525	UNL FUEL	NP38522719	07/08/2013		132.37

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ACTION PRINTING CENTER INC	132377	07/16/2013	07/11/2013			916.78	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-559	2012 ANNUAL DRINKING WATER	80280	06/18/2013	130876	791.78
400-651-559	ADD AN EXTRA TAB	802801	06/28/2013	130876	125.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	GULF SALES AND SUPPLY, INC.	132379	07/16/2013	07/11/2013			102.72	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	BLUE MARKING PAINT (24)	413326	06/27/2013	130874	102.72

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400	DOLPHIN SAFETY SUPPLY	132384	07/16/2013	07/11/2013			100.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	PROSHIELD COVERALL W/HOOD		74262	07/09/2013	130967	100.07	
400	LEE TRACTOR CO. OF MISSISSIPPI, INC.	132385	07/16/2013	07/11/2013			1,117.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-639	30" PINION DITCH BUCKET		8622	06/28/2013	130721	1,117.00	
400	MOBILE INSTRUMENT CO INC	132388	07/16/2013	07/11/2013			265.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	CALIBRATE DIAL GRADE LASER		140184	07/09/2013	130960	265.00	
400	SOUTHERN WATERWORKS SUPPLY, INC	132389	07/16/2013	07/11/2013			1,374.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3/4 BRASS COUP. CTS X PVC		48902	06/28/2013	130928	188.40	
	400-651-581	3/4 BRASS CURB STOP CTS X MC		48902	06/28/2013	130928	340.80	
	400-651-581	1 X 3/4 BRASS COUP CTS X CTS		48902	06/28/2013	130928	135.70	
	400-651-581	1" MASTER METER		48902	06/28/2013	130928	230.00	
	400-651-581	2" SCH 40 PVC PIPE		48902	06/28/2013	130928	69.00	
	400-651-581	6" HYMAX COUP		48902	06/28/2013	130928	380.40	
	400-651-581	4" SDR 35 MIPT PLUG		48902	06/28/2013	130928	14.20	
	400-651-581	BLUE STAKING FLAGS		48902	06/28/2013	130928	8.00	
	400-651-581	GREEN STAKING FLAGS		48902	06/28/2013	130928	8.00	
400	THE SOD OUTLET	132391	07/16/2013	07/11/2013			117.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	PALLET CENTIPEDE		07082013	06/28/2013	130947	117.00	
400	DWIGHT BRASWELL WELDING	132394	07/16/2013	07/11/2013			2,025.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-639	WELD/REPAIR:LONG ARM TRACTOR		20132805	07/10/2013	130836	2,025.00	
400	STEINER SAW & MOWER	132397	07/16/2013	07/11/2013			360.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-639	SCAG SPINDLE ASSY (2)		168915	06/27/2013	130932	360.00	

FUND TOTAL 400 Claims to Checks 21 Total 256,845.41 Manual Held Total 256,845.41

Docket of Claims
Release date from 07/16/2013 thru 07/16/2013

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS, LLC	132288	07/16/2013	07/08/2013			80,356.27	

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-693	JUN 2013 RES GARBAGE SERV	7408	06/30/2013		77,325.00
404-677-693	JUN 2013 RES CART RENTAL	7408	06/30/2013		2,840.00
404-677-693	JUN 2013 RES COM CART RENTAL	7408	06/30/2013		191.27

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	APPLEWHITE IND	132290	07/16/2013	07/08/2013			76.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-695	JUNE 2013 38.00 @ 2.00	1595	06/30/2013		76.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	JACKSON CO BRD SUPERVISORS	132354	07/16/2013	07/10/2013			1,852.66	

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-695	2013 HAZARDOUS WASTE DAY	124	06/18/2013		1,852.66

FUND TOTAL 404 Claims to Checks 3 Total 82,284.93 Manual Held Total 82,284.93

Docket of Claims
Release date from 07/16/2013 thru 07/16/2013

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	44 Total	71,868.46	Manual	Held	Total	71,868.46
FUND 130 Claims	to	Checks	5 Total	532,216.29	Manual	Held	Total	532,216.29
FUND 160 Claims	to	Checks	1 Total	164,151.00	Manual	Held	Total	164,151.00
FUND 166 Claims	to	Checks	2 Total	653.99	Manual	Held	Total	653.99
FUND 176 Claims	to	Checks	6 Total	1,230.70	Manual	Held	Total	1,230.70
FUND 400 Claims	to	Checks	21 Total	256,845.41	Manual	Held	Total	256,845.41
FUND 404 Claims	to	Checks	3 Total	82,284.93	Manual	Held	Total	82,284.93
Total for all Funds		Checks	82 Total	1,109,250.78	Manual	Held	Total	1,109,250.78

Motion was made by Councilman Vaughan to table Business Item #14- Allen Road update and allow the City Manager and staff to review proposal and bring back re-bid on August 6th. Motion was seconded by Councilman Colledge and unanimously carried.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 170-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Items 2-4 are hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilwoman Martin, seconded by Councilman Vaughan and the following vote was recorded:

AYES: **Gordon Gollott**
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Mary Martin
Rusty Anderson
Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 16, 2013.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 171-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Minutes from Council Meeting held July 2, 2013 are hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilwoman Martin, seconded by Councilman Vaughan and the following vote was recorded:

AYES: **Gordon Gollott**
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Mary Martin
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 16, 2013.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 172-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Report for June 2013 is hereby received.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilwoman Martin, seconded by Councilman Vaughan and the following vote was recorded:

AYES: **Gordon Gollott**
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Mary Martin
Rusty Anderson
Adam Colledge

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

PASSED AND ADOPTED by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 16, 2013.

City of Gautier
Business Registry
Jun-13

Acct.	License #	Business Name /Owner	Amt.
501	2014-05-0003692	Larry Bell Quality Floor Serv.	$22.00
962	2014-03-0003693	Lloyd B. Marshall, Jr., CPA	$22.40
502	2014-05-0003694	Sonic Drive Inn of Gautier, MS	$33.00
1153	2014-06-0003695	Top Nails	$20.00
*1221	2014-06-0003696	Barrier Island Paddle Boarding	$20.00
220	2014-05-0003697	Noble Realty	$22.00
981	2012-05-0003698	Kirk Harbin Construction	$26.80
981	2013-05-0003699	Kirk Harbin Construction	$24.40
981	2014-05-0003700	Kirk Harbin Construction	$22.00
333	2014-05-0003701	Sylvan Learning Center	$22.00
763	2014-06-0003702	Prescott Properties	$20.00
357	2014-03-0003703	La Maison Gautier	$22.40
****1222	2013-00-0003704	Landy Slocum/DBA Circle S Beef	$250.00
504	2014-05-0003705	Eco-Tours of South Mississippi	$22.00
775	2014-06-0003706	Engility Corporation	$30.00
433	2014-04-0003707	Tucei's	$38.85
612	2014-06-0003708	D & D Consulting	$20.00
626	2014-06-0003709	Andersen-Wells, Inc.	$20.00
536	2014-06-0003710	Lowe's #2700	$1,840.00
*1223	2014-06-0003711	Blast Firearms Safety & Training	$20.00
387	2014-03-0003712	West Stone LLC	$22.40
471	2014-03-0003713	Fast Track #29	$44.80
988	2014-06-0003714	MS Coast Sports Pavillion, LLC	$20.00
614	2014-06-0003715	Dollar Tree, #360	$32.50
616	2014-06-0003716	Gautier Family Dentistry, PLLC	$30.00
315	2014-03-0003717	Bird's Window Washer & Pressure Washin	$22.40
267	2014-06-0003718	American Lube Fast	$30.00
584	2014-06-0003719	Acadian Ambulance Service	$54.00
615	2014-06-0003720	G & S Construction Co.	$20.00
618	2014-06-0003721	Handy Lock Self Storage	$20.00
622	2014-06-0003722	Handy Lock LLC	$20.00
1152	2014-06-0003723	R&R Lawn Care	$20.00
777	2014-06-0003724	Larry's Pool & Handyman Service	$20.00
985	2014-06-0003725	Vivint, Inc.	$30.00
24	2010-06-0003726	Glen Mark Apartments	$31.40
24	2014-06-0003727	Glen Mark Apartments	$20.00
769	2014-06-0003728	Delta Sanitation, LLC	$150.00
377	2014-06-0003729	HMS, Incorporated	$20.00
994	2014-06-0003730	Just 1 More	$45.00
386	2014-03-0003731	Wallpaper, Etc.	$22.40
995	2014-06-0003732	Hickory Hills Pottery	$20.00
620	2014-06-0003733	Dirt Cheap, LLC	$20.00
608	2014-06-0003734	Classic Cookie	$20.00
983	2014-06-0003735	Arrington & Associates, LLC	$20.00
		Total	$3,272.75

*	New Business	2
**	Slot Amusement	0
***	Due Refund	0
****	Transient Vendor	0
*****	Closed Business	1
******	Delinquent Renewals Issued	0

There came for consideration of the Mayor and Council of the City of Gautier, Mississippi, the following

RESOLUTION NUMBER 022-2013

**RESOLUTION OF THE CITY OF GAUTIER
REQUESTING ASSISTANCE FROM JACKSON COUNTY
TO PROVIDE GRANT MATCHING FUNDS FOR
THE FEDERAL SAFE ROUTES TO SCHOOL GRANT**

WHEREAS, the City of Gautier has been awarded a Federal Safe Routes to School Grant for construction of sidewalks and bike paths to improve public health and safety, which requires a local match of 20% for funding of the project; and

WHEREAS, House Bill 35 (Local and Private 2002 Reg. Sess.) authorizes Jackson County and incorporated municipalities within Jackson County to share governmental equipment, manpower, services and resources when it is in the best interest of the citizens and taxpayers of Jackson County; and

WHEREAS, the City of Gautier desires to request Jackson County to provide this mutual aid to assist in funding of the required local match in the amount of $15,000.00; and

BE IT, THEREFORE, RESOLVED that the City of Gautier hereby requests Jackson County, pursuant to House Bill 35 (Local and Private 2002 Reg.Sess.), provide funding in the amount of $15,000.00 to be utilized as a local match required for the Federal Safe Routes to School Grant for construction of sidewalks and bike paths as approved under said Grant;

BE IT, FURTHER, RESOLVED that a copy of this Resolution shall be provided to the Jackson County Board of Supervisors for further action as required by House Bill 35 (Local and Private 2002 Reg.Sess.).

The motion to approve the resolution was made by Councilwoman Martin, seconded by Councilman Vaughan, and the following vote was recorded:

AYES: **Gordon Gollott**
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Mary Martin
Rusty Anderson
Adam Colledge

NAYS: **None**

Resolved, this the 16th day of July, 2013.

CITY OF GAUTIER

_____
MAYOR

ATTEST:

_____
CITY CLERK

Tricia Thigpen

From: Cindy Russell <crussell@gautier-ms.gov>
Sent: Thursday, July 11, 2013 1:10 PM
To: Tricia Thigpen
Subject: FW: Mutual Aid Assisting Funding of Local Match for Fed Safe Routes to School
Attachments: Mutual Aid-Gautier-Safe Routes Grant-Word.docx; Untitled attachment 00059.htm

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From: Samantha Abell [mailto:sabell@gautier-ms.gov]
Sent: Thursday, July 11, 2013 12:13 PM
To: Cindy Russell
Subject: Fwd: Mutual Aid Assisting Funding of Local Match for Fed Safe Routes to School

Samantha Abell
Gautier City Manager

Begin forwarded message:

> **From:** "Kennon" <krobertson@jcboardatty.com>
> **Date:** July 11, 2013, 9:32:05 AM CDT
> **To:** <sabell@gautier-ms.gov>
> **Subject: Re: Mutual Aid Assisting Funding of Local Match for Fed Safe Routes to School**
>
> Samantha:
>
> Hopefully this will work. It's in word format. If it doesn't work let me know and I'll fax it.
>
> Tks,
>
> Kennon
>
> **From:** Samantha Abell
> **Sent:** Thursday, July 11, 2013 9:20 AM
> **To:** 'Kennon'
> **Cc:** crussell@gautier-ms.gov
> **Subject:** RE: Mutual Aid Assisting Funding of Local Match for Fed Safe Routes to School
>
> Kennon,
> It appears that this is a word pad document and I cannot open it. Please resend.
>
> ---
>
> **From:** Kennon [mailto:krobertson@jcboardatty.com]
> **Sent:** Tuesday, July 09, 2013 4:09 PM
> **To:** sabell@gautier-ms.gov
> **Subject:** Fw: Mutual Aid Assisting Funding of Local Match for Fed Safe Routes to School
>
> Samantha:
>
> Trying again—got your email wrong. Sorry.
>
> Kennon

From: Kennon
Sent: Tuesday, July 09, 2013 3:20 PM
To: sabell@gautier.ms.gov
Cc: Mike_Mangum@co.jackson.ms.us
Subject: Mutual Aid Assisting Funding of Local Match for Fed Safe Routes to School

Samantha:

As we discussed, the Mutual Aid Local & Private Bill requires the City & the County to adopt findings on both the City & County minutes to proceed with the project. Attached is a proposed resolution for the City to adopt and if approved, please send a copy for presentation to the Board of Supervisors.

If any questions, please call me at 769-3371.

Kennon

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 174-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the following contracts entered into by the City of Gautier are hereby ratified excluding contract numbers 5,18,34, and 35.

1 Cellular South
2 Pitney Bowes – Mailing Machine
3 Secure Networks – Computer Maintenance
4 Judicial Correction Services, INC
5 Southern Pest Control
6 Acadian Ambulance Service
7 Shepard State Park Mobile Home Lease Agreement
8 Inter-Local Agreement for the creation of a Multi-Agency Narcotics Team
9 Real Estate Lease for home located at Shepard State Park
10 Dan Hensarling – Fire Station on Brown Road
11 Life Care Plus Services
12 Hancock Bank Hitda Vehicle
13 Development and Reimbursement Agreement – SM Properties and Wal-Mart Real Estate Trust
14 MOU – The Mississippi Transportation Commission
15 Lloyd B Marshall – Certified Public Accountant
16 Municipal Solid Waste Disposal Service Contract
17 Singing River Services
18 Redd Pest Control
19 Ricoh Copier maintenance agreement – Administration
20 Ricoh MP C6000 Copier – Shepard State Park
21 Gulf Coast Communications and Security Systems
22 Professional Services for Seymour Engineering – Old Shell Landing Road Project
23 DPC - Chlorine
24 Delta Computer Systems
25 First Insurance
26 CVS Caremark
27 National Guardian Life Insurance Company Always Care Vision Ins.
28 HCC Life Insurance Company
29 Mississippi Gulf Coast Regional Wastewater Authority
30 Inter-local Agreement between Jackson County and The City of Gautier for Road Improvement Projects within the Municipality
31 Jackson-George Regional Library System
32 PTS Solutions
33 Syscon
34 Goodwyn , Mills & Cawood
35 Employee Contract Alicia Johnson Shepard State Park
36 Fox Everett

A Participating Group Agreement
B Business Associate Agreement
C Transplant Contract
D New Client Group Profile for CADr
E Claims Processing Agreement
F Disclosure Statement

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilman Colledge, seconded by Councilwoman Martin and the following vote was recorded:

AYES: Gordon Gollott
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Mary Martin
Rusty Anderson
Adam Colledge

NAYS: None

_____
MAYOR

ATTEST:

_____
CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 16, 2013.

497-1012

Jer

Cellular SOUTH

EXISTING CUSTOMER PROMOTIONAL OFFER CONTRACT WITH CELLULAR SOUTH, INC. (COMPANY)

In consideration of company providing the special offer below, customer agrees to remain a company subscriber under customer's existing Service Agreement (which is incorporated herein) as it now exists or is hereafter amended for a period of at least 12 consecutive months from the later of: (1) the date shown below; or (2) the expiration date of the existing contract.

Earlier termination for any reason shall result in a $ 175.00 liquidated damage termination charge per subscription to customer in addition to any other contract damages or sums due under the service agreement, all to be collected under the terms of the Customer's Service Agreement. This amendment to the service contract shall be effective upon being accepted below by Company. Notice of acceptance is being waived by customer.

CUSTOMER INFORMATION:

Date: 5/27/08 Customer Name: City of Santa

Account Number: _____

CUSTOMER is a: ✓ CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL OR SOLE PROPRIETORSHIP

(If Corporation or Partnership) TITLE: _____

Driver's License #: _____ Expiration date: _____

PHONE INFORMATION:

Wireless Number	NEW Electronic Serial #	TRADE IN Electronic Serial #	New Plan	Estimated Amount Due
2282197022	07610514255			

SIGNATURES:

Customer: X Cindy Steen Date: 5/27/08

Cellular South Representative: Dale Cummings Location: Pascagoula
please print name

Accepted by Company: _____
Cellular South representative's signature

Rev 12/03

4/10-1 / 9/24-22

CELLULAR SOUTH, INC. (CELLULAR SOUTH®) SERVICE AGREEMENT
IMPORTANT: READ THIS DOCUMENT AND THE TERMS AND CONDITIONS REFERENCED THEREIN ENTIRELY BEFORE SIGNING

Eligibility requirements, other restrictions, terms and conditions for Cellular South rate plans as set out therein apply and Customer hereby acknowledges that rate plans are subject, from time to time, to change without prior notice. Further, Customer, by signing below, does also certify that the service plan listed below has been reviewed by Customer and that Customer understands the service plan, including but not limited to the activation fee, monthly access charges, usage charges, available credit line, and cancellation fees (if applicable). Said rate plan is herein incorporated by reference.

The Terms and Conditions set forth in the Cellular South User's Guide brochure (see "Terms and Conditions" therein) are incorporated herein by reference, and Customer agrees to the Terms and Conditions therein set out by signing below. Said provisions, among other things, contain limitations on the liability of Cellular South in certain conditions. Further, Customer authorizes Cellular South to conduct such credit checks as it deems necessary or justified from time to time.

Initial → CS By initialing the blank to the left, Customer acknowledges that Customer has been provided a special rate on the purchase of equipment and agrees to the following: (a) In the event that Customer has not deactivated Cellular South cellular telephone service within the last thirty (30) days, Customer agrees to activate new cellular service and remain a Cellular South subscriber for a period of 12 consecutive months after activation of service; (b) In the event Customer is an existing Cellular South customer activating additional cellular telephone service with Cellular South, Customer agrees to maintain all existing service with Cellular South for the remainder of the term of any active service contract or a minimum of three (3) consecutive months, whichever is greater, and to activate this new service and remain a Cellular South new subscriber for a period of 12 consecutive months.

Customer agrees that failure to maintain cellular telephone service with Cellular South for the period or periods set forth above shall result in a liquidated damage termination charge of 175

Name (please print): [illegible]

Customer is a (check one box): ☑ Corporation ☐ Partnership ☐ Individual or Sole Proprietorship

Account #: 0030759348 SSN #: 640732369

NOTE: By signing below Customer acknowledges having read this entire agreement and agrees to all of the terms thereof, including but not limited to the Terms and Conditions set out in the Cellular South User's Guide, a copy of which Customer acknowledges receiving.

Sign → Customer Authorized Signature: Cindy Steen Date: 4/4/08

Title of Person Signing, if not signing as individual or sole proprietorship: Signa

Service Plan: Data Card Cellular South Phone Number: (228) 2178745

Date of Activation: 4/4/08 Available Line of Credit: 2202178887

Cellular South Sales Representative: [illegible] REV. 2004-04 • LAWRENCE-22305

CELLULAR SOUTH, INC. (CELLULAR SOUTH®) SERVICE AGREEMENT
IMPORTANT: READ THIS DOCUMENT AND THE TERMS AND CONDITIONS REFERENCED THEREIN ENTIRELY BEFORE SIGNING

Eligibility requirements, other restrictions, terms and conditions for Cellular South rate plans as set out therein apply and Customer hereby acknowledges that rate plans are subject, from time to time, to change without prior notice. Further, Customer, by signing below, does also certify that the service plan listed below has been reviewed by Customer and that Customer understands the service plan, including but not limited to the activation fee, monthly access charges, usage charges, available credit line, and cancellation fees (if applicable). Said rate plan is herein incorporated by reference.

The Terms and Conditions set forth in the Cellular South User's Guide brochure (see "Terms and Conditions" therein) are incorporated herein by reference, and Customer agrees to the Terms and Conditions therein set out by signing below. Said provisions, among other things, contain limitations on the liability of Cellular South in certain conditions. Further, Customer authorizes Cellular South to conduct such credit checks as it deems necessary or justified from time to time.

Initial → CS By initialing the blank to the left, Customer acknowledges that Customer has been provided a special rate on the purchase of equipment and agrees to the following: (a) In the event that Customer has not deactivated Cellular South cellular telephone service within the last thirty (30) days, Customer agrees to activate new cellular service and remain a Cellular South subscriber for a period of 12 consecutive months after activation of service; (b) In the event Customer is an existing Cellular South customer activating additional cellular telephone service with Cellular South, Customer agrees to maintain all existing service with Cellular South for the remainder of the term of any active service contract or a minimum of three (3) consecutive months, whichever is greater, and to activate this new service and remain a Cellular South new subscriber for a period of 12 consecutive months.

Customer agrees that failure to maintain cellular telephone service with Cellular South for the period or periods set forth above shall result in a liquidated damage termination charge of $175.00

Name (please print): Cindy Steen

Customer is a (check one box): ☒ Corporation ☐ Partnership ☐ Individual or Sole Proprietorship

Account #: 003075934 SSN #: 640732365

NOTE: By signing below Customer acknowledges having read this entire agreement and agrees to all of the terms thereof, including but not limited to the Terms and Conditions set out in the Cellular South User's Guide, a copy of which Customer acknowledges receiving.

Sign → Customer Authorized Signature: Cindy Steen Date: 4/29/08

Title of Person Signing, if not signing as individual or sole proprietorship: Agent

Service Plan: Data Card Cellular South Phone Number: (228) 217-4451

Date of Activation: 4/29/08 Available Line of Credit: 228 217 4527

Cellular South Sales Representative: Deb Cuevas REV. 2004-04 • LAWRENCE-22305

CELLULAR SOUTH, INC. (CELLULAR SOUTH®) SERVICE AGREEMENT
IMPORTANT: READ THIS DOCUMENT AND THE TERMS AND CONDITIONS REFERENCED THEREIN ENTIRELY BEFORE SIGNING

Eligibility requirements, other restrictions, terms and conditions for Cellular South rate plans as set out therein apply and Customer hereby acknowledges that rate plans are subject, from time to time, to change without prior notice. Further, Customer, by signing below, does also certify that the service plan listed below has been reviewed by Customer and that Customer understands the service plan, including but not limited to the activation fee, monthly access charges, usage charges, available credit line, and cancellation fees (if applicable). Said rate plan is herein incorporated by reference.

The Terms and Conditions set forth in the Cellular South User's Guide brochure (see "Terms and Conditions" therein) are incorporated herein by reference, and Customer agrees to the Terms and Conditions therein set out by signing below. Said provisions, among other things, contain limitations on the liability of Cellular South in certain conditions. Further, Customer authorizes Cellular South to conduct such credit checks as it deems necessary or justified from time to time.

Initial → CS By initialing the blank to the left, Customer acknowledges that Customer has been provided a special rate on the purchase of equipment and agrees to the following: (a) In the event that Customer has not deactivated Cellular South cellular telephone service within the last thirty (30) days, Customer agrees to activate new cellular service and remain a Cellular South subscriber for a period of 12 consecutive months after activation of service; (b) In the event Customer is an existing Cellular South customer activating additional cellular telephone service with Cellular South, Customer agrees to maintain all existing service with Cellular South for the remainder of the term of any active service contract or a minimum of three (3) consecutive months, whichever is greater, and to activate this new service and remain a Cellular South new subscriber for a period of 12 consecutive months.

Customer agrees that failure to maintain cellular telephone service with Cellular South for the period or periods set forth above shall result in a liquidated damage termination charge of $175.00

Name (please print): Cindy Steen

Customer is a (check one box): ☐ Corporation ☐ Partnership ☐ Individual or Sole Proprietorship

Account #: 003075934 SSN #: 640732365

NOTE: By signing below Customer acknowledges having read this entire agreement and agrees to all of the terms thereof, including but not limited to the Terms and Conditions set out in the Cellular South User's Guide, a copy of which Customer acknowledges receiving.

Sign → Customer Authorized Signature: Cindy Steen Date: 4/10/08

Title of Person Signing, if not signing as individual or sole proprietorship: Agent

Service Plan: Data Card Cellular South Phone Number: (228) 217-4250

Date of Activation: 4/10/08 Available Line of Credit: Unlimited

Cellular South Sales Representative: Deb Cuevas REV. 2004-04 • LAWRENCE-22305

cellularsouth™

To: Darla From: Dirk Cummings

Fax: 497-1012 Pages:

Phone: Date: 5/27/08

Re: CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments:

Please sign & fax back to me @ 769.1306

CONTRACTS

WIRELESS: 228.990.3337 FAX: 228.769.1306
LANDLINE: 1.877.276.8842 E-MAIL: dcummings@cellularsouth.com

This facsimile transaction is intended for the use of the individual or entity to which it is addressed and may contain information that is confidential. If the reader is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the person sending this fax and return the original message to the sender at the address below by mail. Thank you.

PITNEY BOWES MAILING SYSTEM

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI DEPARTMENTS
AND VENDORS
(applicable to equipment rental transactions)

The Agreement is entered into by and between City of Gautier (hereinafter referred to as "customer"), and Pitney Bowes, Inc. (hereinafter referred to as Vendor.) This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT

   A. A separate Vendor Customer Number will be required for each specific customer/installation location.

   B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address.

   C. AShip-to@ and/or AInstalled-at@ address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

   D. Unless creditworthiness for this Customer Number has been previously established by Vendors, Vendor=s Credit Department may conduct a credit investigation for this Order. Notwithstanding delivery of equipment, Vendor may revoke this Order by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Rental Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Rental Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment=s place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer=s possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

   A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

   B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor=s published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

   C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

   D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

   E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor=s records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor=s cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor=s charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor=s standard practice then in effect for commercial users of similar equipment or software.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the customer desires to continue renting the equipment at the expiration of the original rental agreement, the customer must enter into a new rental agreement which shall be separate from this agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor=s ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

   A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Rental Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et. seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by Customer within forty-five (45) days of the date the invoice is received and the goods are inspected and accepted.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer=s regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer=s opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer=s specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devises on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor=s specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer=s usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters. (5) If Customer is paying for the maintenance services, any increase in cost for subsequent years shall be described in Attachment AA@ and in no event shall the cost for same increase by more than seven percent (7%) per year.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation, (3) Installation/removal of accessories, attachments or other devises. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with non-compatible equipment, of failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

.1, HOLD HARMLESS: Vendor agrees that it will, and hereby does, indemnify, defend and hold harmless Customer from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by Vendor and/or its partners, principals, agents, employees or subcontractors in the performance of this Agreement. Customer will promptly notify Vendor in writing of any claim to be indemnified hereunder, of which Customer has knowledge, and Vendor in turn will promptly notify Customer of any such claim. Vendor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT:

A. BY CUSTOMER: Without the prior consent of Vendor, which consent shall not be unreasonably withheld, Customer shall not (1) assign, transfer or pledge all or any part of this Agreement or software licensed by Vendor, or (2) resell, lease, lend or permit a lien or encumbrance of any kind against the equipment unless Customer has obtained title to the equipment free and clear of any Vendor security interest.

B. BY VENDOR: Vendor shall not assign its rights or delegate its duties hereunder without the prior written consent of Customer, which consent shall not be unreasonably withheld.

14. GOVERNING LAW: This Agreement 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. Vendor expressly agrees that under no circumstances shall Customer be obligated to pay an attorneys fee or the cost of legal action to Vendor. Notwithstanding any other provisions of this Agreement between the parties, all activities and performances of the parties with respect to the equipment, software or services herein shall be subject to all applicable laws, regulations, policies and procedures of the United States of America, or any agency thereof, the State of Mississippi or any agency thereof, or any local governments or political subdivisions that may affect the performance of services hereunder.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at their usual business address. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other of any change of address.

16. WAIVER: Failure of either 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 Agreement.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement 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 Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement. That entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: Vendor shall maintain and make available to Customer, any financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Agreement. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State 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.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the fulfillment of the conditions of this agreement by Customer is conditioned upon the receipt of governmental funding. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or insufficient, Customer shall have the right to terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal and/or state revision of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer=s specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specfications and documented literature published by the manufacturer of the equipment. The State may be held liable for any damages caused by failure to operate the equipment according to the specifications and documented instructions.

28. ENTIRE AGREEMENT: This agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 24 day of Feb, 2010.

Vendor: PITNEY BOWES, INC

By: B Daughdrill
Authorized Signature

Printed Name: Blake Daughdrill

Title: SASE

WITNESS:
Karen Pittman
ACCOUNTS PAYABLE

Witness my signature this the _____ day of _____, 20___.

State of Mississippi: City of Gautier

By: Cindy Steen
Authorized Signature

Printed Name: Cindy Steen

Title: Purchasing Agent

WITNESS:

RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI DEPARTMENTS AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the rental agreement between the parties.

Vendor Company Name: PITNEY BOWES, INC.

Agreement Number

Customer Information

City of Gautier
Customer Agency Name

Po Box 670 Gautier ms 39553
Billing address | City | State | ZIP+4

1620135986 2
Billing contact name | Billing contact phone # | Billing CAN #

3305 Gautier Vancleave Rd Gautier ms 39553
Installation address *(if different from billing address)* | City | State | ZIP+4

1620136086 0
Installation contact name | Installation contact phone # | Installation CAN #

Please note any special billing requirements here | Invoice attention of | Customer PO #

Your Business Needs

Quantity	Business Solution Description
1	DM400 Mailing System
1	Intellilink Interface
1	70 lb Integrated weighing

Check items to be included in customer's payment

- [X] **Equipment Maintenance**
  Provides repair and maintenance service
- [ ] **Software Maintenance**
  Provides revision updates and technical assistance
- [X] **Soft-Guard® Subscription**
  Provides postal and carrier updates
  If you do not elect to include Soft-Guard® protection with your lease, you will automatically receive updates at the then-current rates.
- [X] **IntelliLink™ Subscription/Meter Rental**
  Provides simplified billing and includes postage resets
  - ( ) **Confirmation Services** Electronic access to postal confirmation services
  - ( ) **Postage by Phone® PLUS** Receive an invoice for postage, consolidated billing, and enhanced management reporting information.

Payment Plan

Number of Months	Monthly Amount
First 60	141.00
Next	

Payments will be billed quarterly unless otherwise specified.

Acknowledgement

VENDOR SIGNATURE

CUSTOMER SIGNATURE

16. WAIVER: Failure of either 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 Agreement.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

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22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

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For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 24 day of Feb, 2010.

Vendor: PITNEY BOWES, INC

By: B. Daughdr II
Authorized Signature

Printed Name: Blake Daughdr: II

Title: SASE

WITNESS:
Karen Pittman
ACCOUNTS PAYABLE

Witness my signature this the 25 day of February, 2010

State of Mississippi: City of Gautier

By: Cindy Steen
Authorized Signature

Printed Name: Cindy Steen

Title: Purchasing Agent

WITNESS:

RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI DEPARTMENTS AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the rental agreement between the parties.

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Agreement Number

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City of Gautier
Customer Agency Name

Po Box 670 Gautier MS 39553
Billing address | City | State | ZIP+4

1620135986 2
Billing contact name | Billing contact phone # | Billing CAN #

3305 Gautier Vancleave Rd Gautier MS 39553
Installation address *(if different from billing address)* | City | State | ZIP+4

1620136086 0
Installation contact name | Installation contact phone # | Installation CAN #

Please note any special billing requirements here | Invoice attention of | Customer PO #

Your Business Needs

Quantity	Business Solution Description
1	DM400 Mailing System
1	Intellilink Interface
1	70 lb Integrated weighing

Check items to be included in customer's payment

- [X] **Equipment Maintenance**
  Provides repair and maintenance service
- [ ] **Software Maintenance**
  Provides revision updates and technical assistance
- [X] **Soft-Guard® Subscription**
  Provides postal and carrier updates
  If you do not elect to include Soft-Guard® protection with your lease, you will automatically receive updates at the then-current rates.
- [X] **IntelliLink™ Subscription/Meter Rental**
  Provides simplified billing and includes postage resets
  - ( ) **Confirmation Services** Electronic access to postal confirmation services
  - ( ) **Postage by Phone® PLUS** Receive an invoice for postage, consolidated billing, and enhanced management reporting information.

Payment Plan

Number of Months	Monthly Amount
First 60	141.00
Next	

Payments will be billed quarterly unless otherwise specified.

Acknowledgement

VENDOR SIGNATURE

Cindy Steen
CUSTOMER SIGNATURE

Annual PC & Computer Network Support Agreement

This Support Agreement, by and between Secure Networks, L.L.C., a Mississippi Limited Liability Company hereinafter referred to as Secure Networks, and the City of Gautier, hereinafter referred to as "CLIENT". This Support Agreement applies to the CLIENT's PC and main IBM System Computer (iSeries 400/AS/400) network as described below.

This agreement is for 192 hours of annual support services, to be allocated and billed on a monthly bases at (16) support hours per month. The Support Fee for PC and Network support will be invoiced at $1,520.00/month.

The initial agreement term is from 1 November 2009 to 30 September 2010 and renewed annually thereafter, at then current rates and upon the 1st day of the CLIENT's traditional Fiscal Year begin of 1 October.

This Support Agreement will provide the following services:

- Best effort or next business day response for on-site services, as required, for troubleshooting and configuring PCs, Printers, File Servers, Central Authentication Servers, IBM iSeries 400 (AS/400) and other network devices for the City Hall, Public Works, Police Department and Fire Stations.
- Unlimited email accounts and necessary installation and troubleshooting support.
- Web Hosting Space and Domain Name, i.e. GAUTIER-MS.GOV, management and support.
- All Local Area and Wide Networking Management and Support to Include Internet Connectivity, Local Area Network Equipment including the CLIENT's Internet Firewall and Virtual Private Network (VPN) support for CLIENT's Remote Access needs back to the CLIENT's Local Area Network and any CLIENT approved Vendor needing remote access, i.e. Delta Computer Systems.
- Provide consulting services to city personnel concerning all computer and network issues.

The CLIENT acknowledges that he has read this Agreement, the terms and conditions of which are set forth on this page and in the Support Agreement Terms and Conditions document attached hereto, and understands it and agrees to be bound by its terms and conditions. Further, the CLIENT agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

Secure Networks, L.L.C		Client:	City of Gautier, Mississippi
Shawn C. Alford		By:	
Shawn C. Alford		Name:	
Owner		Title:	City Manager
Date:	12/02/09	Date:	

4900 Old Hwy 11, Suite 3 • Hattiesburg, MS 39402 • (601) 296-9667 • Fax: (601) 296-9971

Annual PC & Computer Network Support Agreement

Support Agreement Terms and Conditions

1. This Agreement will remain in force from the Commencement Date until the Support Termination Date and will then be automatically extended for annual periods at the then current fees.

2. Either CLIENT or Secure Networks can terminate the Support Agreement with a 30 day notice in the format of a letter signed by a CLIENT or Secure Networks authorized signature.

3. Secure Networks will provide to CLIENT, Personal Computer and IBM iSeries 400 (AS/400) Computer Network Support Services during Secure Networks' normal working hours on a first-in, first-out basis. (8am – 5pm CST), based on problem severity. Any work done outside of the normal service hours is subject to be allocated at 1.5 times the standard rate plus expenses. Following are support services to be provided under this Agreement:

   a) Best effort or next business day response for on-site services, as required, for troubleshooting and configuring PCs, Printers, File Servers, Central Authentication Servers. IBM iSeries 400 (AS/400) and other network devices for the Hall, Public Works, Police Department and Fire Stations.
   b) Unlimited email accounts and necessary installation and troubleshooting support.
   c) Web Hosting Space and Domain Name management and support.
   d) All Local Area and Wide Networking Management and Support to Include Internet Connectivity, Local Area Network Equipment including the CLIENT's Internet Firewall and Virtual Private Network (VPN) support for CLIENT's Remote Access needs back to the CLIENT's Local Area Network and any CLIENT approved Vendor's needing remote access.
   e) Provide consulting services to city personnel concerning all computer and network issues.

4. Services NOT covered by this support agreement include:
   a) Hardware maintenance or repairs to the IBM iSeries 400 (AS/400) Server, printers, terminals or any non-PC related item. Repair of PC devices will be evaluated on a case-by-case basis with an evaluation of its economical costs to repair versus to replace.
   b) Installation of Network Cabling. Exceptions will be made at the discretion of Secure Networks.
   c) Software and Hardware which are no longer supported by their original manufacturer such as Microsoft Windows for Workgroups 3.1/3.11, Microsoft Windows 98, Microsoft Windows NT, Microsoft Windows ME, Microsoft Windows XP Home Edition and Windows 2000 Pro are NOT supported under this agreement Exceptions will be evaluated on a case-by-case basis and are approved at the discretion of Secure Networks.
   d) Software and Hardware incompatibilities with Operating System due to unsupported and/or unstated support by Vendor Operating System, such as one or all editions Microsoft Windows Vista and Hardware and/or Software to which the problem and/or inoperability has occurred.
   e) Software and Hardware implemented into the CLIENT's environment by CLIENT or other vendor which do not meet the original Software and/or Hardware's compatibility approval to work together are subject to be excluded from support by Secure Networks.
   f) Problems dealing with Applications Software.
   g) Applications Software training.
   h) Training of Technical/Technical Support Skills which are offered and/or performed by Secure Networks and/or any other Technical Support, Technology Consulting or Technology Implementing

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Company or Individual.

5. The 192 annual support hours will be spread out over the contract term with a monthly invoice for 16 hours per month at a rate of $95 per hour. Secure Networks will maintain a log of services provided. A minimum of one hour plus a travel allocation will be charged for any on-site work required. CLIENT may be required to acknowledge on-site work performed by a work order sign-off. Secure Networks and CLIENT will quarterly reconcile and provide credits or invoice for payment for the over/under hours utilized.

6. Travel expenses for on-site services will be charged to the support contract as a one-hour billing at the existing annual contract term agreed rate to cover travel cost.

7. The purchase of any hardware or software item(s) required to establish or restore desired system functionality would be the responsibility of CLIENT. CLIENT will issue necessary purchase order(s) to procure the required item(s).

8. Reinstatement of this Agreement after having not been in force for sixty (60) days or less will be made retroactive to the date that the Agreement was terminated with no reinstatement charge.

9. The terms and conditions of this Agreement may be modified by Secure Networks effective on the date of automatic renewal by providing the CLIENT with one month's prior written notice. Any such modification will apply unless the CLIENT exercises the option to terminate this Agreement.

10. Otherwise, this Agreement can only be modified by a written agreement duly signed by a person authorized to sign agreements on behalf of the CLIENT and Secure Networks and variance from the terms and conditions of the Agreement in any CLIENT order or other modification will be of no effect.

11. Secure Networks' services provided outside the scope of this Agreement will be furnished at Secure Networks' applicable time, material billing rate and terms then in effect. Such services provided outside of the scope of this Agreement are at the discretion of Secure Networks.

12. Neither CLIENT nor Secure Networks is responsible for failure to fulfill its obligations under this Agreement due to causes beyond their reasonable control.

13. It is understood and agreed by the parties to hereto that if any part, term, or provision of this Agreement is by the courts held illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be constructed and enforced as if the Agreement did not contain the particular part, term or provision that is held to be invalid.

14. The parties agree that should either of them default in any of the covenants or agreements contained herein, the prevailing party shall be entitled to all costs and expenses including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement in a court of law.

15. Secure Networks agrees to maintain Liability Insurance Coverage during the life and term of the Agreement for a minimum coverage amount of $1,000,000.00 to protect Secure Networks and CLIENT in the event damage to equipment/property occurs at the fault of Secure Networks.

4900 Old Hwy 11, Suite 3 • Hattiesburg, MS 39402 • (601) 296-9667 • Fax: (601) 296-9971

JUDICIAL CORRECTION SERVICES, INC.
CLIENT AGREEMENT

CITY OF GAUTIER, MISSISSIPPI **COUNTY OF JACKSON**

THIS AGREEMENT made and entered into this 21st day of May, 2013, by and between the City of Gautier, Mississippi (the "City"), the City's Municipal Court (the "Court") and Judicial Correction Services, Inc., a Delaware corporation, ("JCS").

RECITALS

WHEREAS, the City, through its duly elected or appointed officials, is authorized to enter into a binding contract with a qualified vendor to provide probation & case supervision plus related services for the benefit of the City and Court;

WHEREAS, JCS, who conducts probation & supervision services for various county and city entities and represents that it is a qualified vendor able and willing to provide these services to the City and Court;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable considerations, the receipt, adequacy and sufficiency of which is acknowledged by the parties hereto, the City and Court enter into this agreement with JCS to provide probation services upon the terms set forth below, including the following Exhibits:

Exhibit A – Uniform Standards of Probation Supervision
Exhibit B – Services Provided by JCS
Exhibit C – Compensation to JCS

This agreement will initially extend for two years from the date of execution, and shall automatically renew in one-year increments thereafter unless terminated by either party with a thirty (30) day written notice.

The foregoing and exhibits A, B and C constitutes the entire agreement between the parties and supersedes any representation or agreement heretofore made. This agreement shall be governed by the laws of the State of Alabama and may be amended only by a document in writing signed by a duly authorized representative of the City and JCS.

WITNESS the hand and seal of the authorized representatives of the City and JCS effective as of the date first above written.

CITY/COURT OF GAUTIER, Mississippi

By: Samantha Abell

Title: City Manager

Judicial Correction Services, Inc.

By: _____

Title: _____

EXHIBIT A
UNIFORM STANDARDS OF PROBATION SUPERVISION

1. All JCS probation officers will be at least 21 years of age at the time of appointment.

2. JCS will employ at least one supervisor of private probation officers with a minimum of five years experience in corrections, parole or probation services.

3. No person convicted of a felony will be employed as a private probation officer, use the title private probation officer or otherwise be responsible for the supervision of probationers.

4. JCS will complete record checks on all staff in accordance with its standard operating procedures, to include criminal background and previous employment checks.

5. JCS will supervise all probated cases sentenced & so ordered by the Court. JCS will also supervise indigent cases when determined by the Court. These cases will not be charged the standard probation fee, but will still be offered all JCS services.

6. Probationers not complying with the terms set forth in the Court's order will have the facts of there case provided to the Court. In the event of a hearing, the probation officer will testify as to the circumstances of the case, giving the probationer full opportunity to refute any or all points. The probation officer will then comply with the Court's ruling in reference to sentencing or possible revocation of probation.

7. Probationers who pay their entire fine and Court costs within thirty days of the sentencing date will not be charged a probation supervision fee by JCS, although they would be responsible for a $10 set-up fee.

8. JCS shall comply with all provisions of local, state and federal law.

EXHIBIT B
SERVICES PROVIDED BY JCS

1. Attend regularly scheduled court sessions for the purpose of obtaining sentencing information and personal history information for each offender placed on probation. Dates of regularly scheduled court sessions will be made available to JCS at least 30 days in advance.

2. Conduct an initial interview with each probationer at the time of his or her sentencing for purposes of explaining the scope of the court order relative to fines, fees, and/or restitution imposed as well as requirements and conditions for probation supervision.

3. Monitor offenders for compliance with terms and conditions of probation as required by the Court, notifying the Court of any non-compliance. The Court will decide when and if revocation of probation is necessary.

4. If requested by the Court to do so, collect from probationers Court ordered fines, restitutions and other costs associated with the Court, and disburse said monies as follows:

   a. Restitution shall be paid to JCS who will disburse monies directly to the victim, or, the restitution may be paid to the Clerk of Court for distribution to the victim, as directed by the Court.
   b. All fines, surcharges, and other fees shall be paid to JCS who will disburse monies to the City as directed by Court.

5. Prepare referrals and lend assistance to probationers either ordered to receive or desiring employment assistance or counseling.

6. Coordinate community service work as required as a condition of probation by the Court. The City/Court will define the work mission for all community service. JCS will at the court's request assist in locating non-profit and public agencies in which community service may be performed.

7. Maintain case files on each probationer regarding compliance with the terms and conditions of probation, reporting dates, field contacts as they occur and in the amounts and dates of monies collected.

8. Provide reports to the Court regarding compliance and payment information as requested.

9. JCS shall supervise all persons assigned to probation by the Court with a ratio of probationers to staff of no greater than 300 to 1.

10. JCS shall maintain professional liability insurance in an amount not less than one million ($1,000,000) dollars.

11. Each probationer placed on probation under the supervision of JCS will be required to meet with their assigned probation officer at least every 30 days. Probationers that do not comply with the probation guidelines and the Court's order may be required to meet with their probation officer more than once a month. Certain probationers may be relieved of the obligation of an in-person appointment should unique circumstances require it.

EXHIBIT C
COMPENSATION TO JCS

JCS agrees that it will not invoice the City or Court for its services. In consideration of the probation services provided by JCS, the Court agrees that each Court Order shall provide for the following:

1. Probation fee to be paid to Judicial Correction Services consistent with the prevailing fee at time of sentencing. The current fee being $40.00 per 30-day period (basic or intensive supervision). The judge shall have the sole authority to set the amount of supervision fee (if any) to be paid by the offender.

2. One time probationer set-up fee of $10.00. This set-up fee includes courtroom processing and data and digital image entry into JCS's proprietary ProbationTracker™ software system.

3. Community service insurance of $15.00 per 40 hours of community service assigned, if such insurance is expressly ordered by the Court. This insurance provides up to $10,000 of medical/death benefits if the probationer is injured or killed while performing community service.

4. JCS provides a wide array of other probation related services such as alternative sentencing programs, classes & GPS/electronic monitoring. Should the Court decide that it would like to avail itself of any of these services, a representative of JCS will be glad to meet with the Court and discuss the fee structure(s). Certain services require a minimum caseload level. Certain services require an additional payment which may be paid by the offender or the Court/City at the Courts option.

12. JCS may recommend to the Court early probation release if a probationer has fulfilled all Court ordered requirements and paid all fines. Any remaining fees will not be assessed against the probationer if the Court grants early release.

13. JCS provides coordination of sentence requirements, verification of information & facilitates communication between the court and offender. JCS does assist offenders with meeting the courts requirements. Decisions regarding sentencing, violation, early release, modification and other matters unique to an offender is the sole discretion of the Judge or his designate. The Court represents that each case assigned to JCS has been properly adjudicated and is referred in compliance with applicable statute(s).

14. JCS shall provide a summary of activity no less than annually, and make itself available for examination of said report upon request of the Court. JCS will make itself available for examination at a public council meeting or at a date and time of the Court's choosing and requests a seven-day notice of said meeting. In matters of this client agreement relating to extension, modification or termination which occur at a public council meeting or open work session, JCS shall receive notice of said hearing or agenda item no less than seven days prior to the public hearing.

ACADIAN AMBULANCE

AGREEMENT TO PROVIDE ADVANCED
LIFE SUPPORT AMBULANCE SERVICE BY AND BETWEEN
JACKSON COUNTY, MISSISSIPPI;
OCEAN SPRINGS, GAUTIER,
MOSS POINT, AND PASCAGOULA, MISSISSIPPI
AND
ACADIAN AMBULANCE SERVICE

THIS AGREEMENT entered into this the 20th day of November, 2000, between Jackson County EMS District comprised of (Jackson County, Mississippi, Ocean Springs, Gautier, Moss Point, Pascagoula, Mississippi) all being body politic and political subdivisions of the State of Mississippi acting herein and being duly authorized by and through each of their respective governing authorities and Acadian Ambulance Service, Inc. ("Acadian"), a Louisiana corporation authorized and licensed to do business within the state of Mississippi.

WHEREAS, Jackson County is organized as an EMS District pursuant to Mississippi Code Annotated Section 41-59-51 with the governing board of said district being the Jackson County Board of Supervisors; and

WHEREAS, each municipality is granted the authority pursuant to Mississippi Code Annotated Section 41-59-51 to join with the County in formation of an EMS District and to enter into Agreements for said purpose, and

WHEREAS, each municipality is desirous of remaining part of the Jackson County EMS District and is desirous of the provision of quality emergency medical services for the citizens of Jackson County; and

WHEREAS, Acadian warrants and represents that it is capable of providing quality emergency medical services for the citizens of Jackson County in accordance with national, state, and local standards and regulations; and

WHEREFORE, PREMISES CONSIDERED, the parties hereto do hereby agree as follows:

ARTICLE I

INTRODUCTION

The purpose of this Agreement is to set forth the terms, conditions, and obligations, and considerations between the Jackson County EMS District including the Jackson County Board of Supervisors and each municipality thereof, and Acadian in connection with Acadian providing Advanced Life Support Ambulance Service. This Agreement constitutes the Operations Contract authorized and entered into pursuant to the Ordinance for Ambulance Service adopted by the County. Terms used herein will have the meanings ascribed to them in the Ordinance for the Ambulance Service adopted by the County.

ARTICLE II

CONSIDERATION

In consideration for the services to be performed by Acadian as hereinafter set forth, the County warrants and represents that it will provide the following consideration to Acadian:

1. Subsidy

As the emergency medical service Lead Agency representing Jackson County, and pursuant to Section 41-59-61, Mississippi Code of 1972, Acadian is authorized to expend appropriations from the State's Emergency Medical Service Operating Fund (EMSOF). The County will assign

management of all EMSOF funds to Acadian. In addition, the County will provide an annual subsidy to Acadian in the amount of $60,000. This subsidy shall be provided by the Jackson County Board of Supervisors as the governing authority for the EMS District. Within forty-five (45) days of receipt of EMSOF from the State, the County shall transfer the EMSOF funds to Acadian, the expenditure of which shall be made by Acadian in accordance with the application for EMSOF funds. Upon receipt of said EMSOF funds by the County and transfer thereof, Jackson County shall also pay the annual subsidy to Acadian in the amount of $60,000. It is further understood that any supplemental appropriation or reimbursement for emergency medical services received by Jackson County, including, but not limited to, funds generated from the EMSOF, shall be provided to Acadian. Acadian agrees to cooperate in any manner requested by County in applying for EMSOF funds. Further, Acadian agrees to expend said funds in accordance with application for said funds and to at all times comply with State and local requirements regarding the expenditure of said EMSOF funds. At all times during the term of this contract Acadian shall expend all subsidy and EMSOF funds for the sole purpose of enhancement of Emergency Medical Services within Jackson County. In consideration for the provision of said subsidy by County and said services by Acadian as described herein, Ocean Springs, Moss Point, Gautier, and Pascagoula all agree to be bound by the terms hereof.

2. 911 Service

The governmental entities of and within Jackson County agree that all calls received by a Public Safety Answering Point for ambulance service including, but not limited to, 911 calls, will be transferred to the Acadian Communications Center (the "EMS Control Center"). No calls for ambulance or transport services will be refused by any party hereto because of the nature of the

request. It shall be the sole responsibility of Acadian to insure that its central communications and emergency medical dispatch center, "EMS Control Center" are properly trunked, connected and interfaced into the County E911 system and warrants and represents that the citizens of Jackson County will experience no failures in communications resulting from lack of compatibility or arising out of incompatibility or improper connections. It is understood and agreed that it is Acadian's sole responsibility at its sole expense to achieve compatibility between Acadian's current system and Jackson County's current system. It is the intent of all parties that Acadian shall operate and provide at its expense an EMS Control Center for the County which will be completely compatible and interfaced with the County E911 system so that the citizens of Jackson County experience no interference or interruption or delay in service.

The County shall use its best efforts to require that all 911 calls be recorded and that such recordings be made available to Acadian. In addition, Acadian and the County will establish communication guidelines to insure the appropriate EMS response to medical emergencies in the County. Such guidelines shall be substantially in the form attached hereto as Exhibit 1. It is understood that the EMS Control Center may be located within the County or outside of the County in a consolidated Center operated by Acadian.

3. EMS Lead Agency and First Responders

The County designates Acadian as the Emergency Medical Service (EMS) Lead Agency for Jackson County and the municipalities contained therein. As such Lead Agency, Acadian, through the EMS Control Center, will coordinate all EMS activity in the County. It is the intent of Acadian to utilize local fire departments as first responder units if said parties desire and are in agreement; however, it is expressly understood by Acadian that each individual local fire

department must also be in agreement to act as first responders. Acadian shall be responsible for requesting first responder assistance for presumptive Emergency Transport Calls and other situations as agreed upon by mutual aid agreement. It is understood that Acadian will notify the Jackson County Emergency Operations Center or other designated public safety agencies to alert fire department first responders on presumptive Emergency Transport calls and other situations as agreed upon by mutual aid agreements. Acadian will provide first responder training and such equipment as is necessary to local fire departments as determined by Acadian in order to enable them to effectively respond. Equipment, supplies and training provided shall be at no cost to the County or the fire departments. It is further understood that activation of first responder units by public safety agencies may be spontaneous and not require individual authorization by Acadian on certain type calls as predetermined and specified in mutual aid agreements. It is the responsibility of Acadian to execute and obtain such mutual aid agreements as is necessary to effectuate any proposed use of first responders. It is further understood and agreed that it is Acadian's responsibility to provide a plan as to utilization of first responders and to see that execution of said plan is efficient and done with cooperation and knowledge of all participating and affected entities.

4. Extrication

Extrication and rescue activities will be the responsibility of fire departments or other designated public safety agencies. Acadian will not be responsible for these activities.

ARTICLE III

SERVICE PROVIDED BY ACADIAN

In consideration set forth in Article II herein, Acadian will provide the following services:

1. Service

Acadian will provide ALS Ambulance Service to Jackson County and the municipalities within Jackson County twenty-four (24) hours per day, every day of the year in compliance with the standards for ambulance service as set forth in the Ordinance for Ambulance Service adopted by the County; however, Acadian shall provide said service in accordance with its proposal submitted on the 30th day of August, 2000 and this contract for Service. Where the provision of service in this contract is greater than that in the proposal and/or Ordinance, this contract shall govern. Where the provision of service in the proposal submitted is greater than the requirement stated in the Jackson County Ordinance, Acadian shall provide the service described in its proposal. In no event, shall Acadian provide lesser service than that listed in this contract , Acadian's proposal and the Jackson County Ordinance for Ambulance Service. It is the intent of the parties hereto that in case of conflict and/or contradiction among the contract, proposal and Ordinance the greater requirement for service shall govern.

2. Accept All Requests

Acadian will not fail to respond to an emergency call originating within the County, nor fail to render medically necessary emergency assessment, treatment and transport to any patient, for any reason, including the patient's perceived, demonstrated or stated inability to pay for such services, or because of the location of the patient within the County or because of the unavailable status or location of any ambulance at the time of the request.

3. Response Reliability Standards

1. Acadian shall produce a maximum response time of eight (8) minutes on not less than 80% of all responses originating within a five (5) mile radius of the central location point within the cities of Pascagoula, Ocean Springs, Gautier, Moss Point, and each central location within the unincorporated areas of the County, (Vancleave and East Central).

2. Acadian shall produce a maximum response time of fifteen (15) minutes on not less than 80% of all responses originating within a ten (10) mile radius of a central location point within the cities of Pascagoula, Ocean Springs, Gautier, Moss Point and each central location within the unincorporated areas of the County (both Vancleave and East Central).

3. Acadian shall produce a maximum response time of twenty (20) minutes on not less than 80% of all responses originating outside a ten (10) mile radius of a central location point within the cities of Pascagoula, Ocean Springs, Gautier, Moss Point, and each central location within the unincorporated areas of the County (both Vancleave and East Central).

In determining response time requirements the closest central location to the origination of location of response, shall govern the response time requirement. The central location points are as follows:

A. Pascagoula, Ms.....Singing River Hospital

B. Ocean Springs, Ms.....Ocean Springs Hospital

C. Vancleave, MS.....Vancleave Station

D. Gautier, Ms.....Gautier Fire Station

E. Moss Point, Ms.....Moss Point Fire Station
Martin Luther King Dr.

F. Three Rivers, Ms.....Three Rivers Station
2908 Mahogany Rd.
Moss Point, Ms

Acadian acknowledges that central location points shall not be changed without the approval of the Jackson County Board of Supervisors, by Resolution duly reflected on its minutes. Throughout the term of this contract Acadian acknowledges that it shall be Acadian's responsibility to meet said response times regardless of the number of ambulances required to meet said standards. Additionally, Acadian acknowledges that at all times it will operate said service aiming always to provide better and increased service and decreased response times. Acadian further acknowledges that the response times are minimum standards and not maximum standards and Acadian further warrants that it will always strive to achieve decreased response times.

4. Response Time

Response times will be calculated from the time of receipt by the EMS Control Center of "essential information" until the arrival at the scene of the incident by an ALS transport capable unit. Response times will be calculated each calendar month by Acadian. Acadian agrees to provide monthly reports of response times by area along with all back-up documentation including the itemized summary of each call which is included on the monthly report. The itemized summary of each call shall include all available information regarding the time, nature,

resolution, arrival times, etc. of each call. Included on Monthly Response time reports shall be all calls excluded from the response time calculation and all information and back-up documentation that said call should be excluded pursuant to the terms of Article III, Section 6 herein. The response time reports shall be distributed as follows:

A. Copy of the entire report to the Jackson County Board of Supervisors and the EMS Advisory Board.

B. Copy to each municipality for the area inside its municipal boundaries.

Acadian shall attend all meetings of the EMS Advisory Board to answer any questions and resolve any issues regarding said response time reports.

5. Essential Information

The "essential information" shall include location, call-back number, and chief compliant or nature of problem or if the initial location information is obtained from a 911 data base, confirmation that the patients' location is the same as that of the caller or confirmation of the patient's actual location. Response times will be monitored by each party to this agreement as well as the Jackson County EMS Advisory Board.

6. Excluded Responses

Acadian shall have the responsibility to document the nature of the circumstances surrounding said excluded response and the runs affected. It shall be Acadian's responsibility to prove said response should be excluded or same shall be included. Excluded responses from Article III, Section 3 are as follows:

A. Faulty address-match data from the 911 computer or incorrect or insufficient information from the caller.

B. Responses which occur during periods of abnormally severe weather conditions which could reasonably be expected to substantially impair response time performance.

C. Unusual Road conditions or blocked railroad or drawbridge crossings which could reasonably be expected to impair response times.

D. Prank Calls

E. Excess runs which occur during periods of unusual system overload. Unusual system overload is defined as a period of time during which more than three (3) emergency calls are simultaneously in progress within the County. Excess runs are those responses after the third emergency call during an unusual system overload.

F. Responses delayed due to vehicle/equipment failure that is not due to any fault of Acadian.

G. Responses during a declared disaster, locally, or in a mutual aid jurisdiction which has requested assistance from Acadian.

H. Any response after the first response in cases of multiple-response incidents (i.e. where more than one ambulance is sent to the same incident).

I. Delayed response due to potentially hazardous scenes or in which access is restricted by public safety personnel.

Acadian agrees that it shall at all times have a responsibility to respond as soon as possible even in the face of excluded response times. It is agreed that any such exceptions and/or exclusions

from response times will extend the required response times by only the amount of time by which the otherwise applicable response time is interfered with or inhibited by the exception.

7. Response Time Penalty

Sixty days from and after the start-up date of this contract, if Acadian fails to meet " the standards" set forth below in any of the five (5) areas (as an average for all responses for the area) described in this Section, Acadian may be assessed penalties as follows:

a. 78% to less than 80% - $1,000.00

b. 76% up to 78% - $2,500.00

c. Less than 76% - $5,000.00

The response time will be measured for calculations and assessment of penalties on a monthly basis and must average 80% for each of the five (5) following individual areas:

1. Area within Gautier City Limits:

a. A maximum response time of eight minutes on not less than 80% of all responses originating within a 5 mile radius of the central location point within the City of Gautier.

b. A maximum response time of 15 minutes on not less than 80% of all responses originating within a 10 mile radius of the central location point within the City of Gautier.

c. A maximum response time of 20 minutes on not less than 80% of all responses originating outside a 10 mile radius of the central location point within the City of Gautier.

2. Area within Ocean Springs City Limits:

   a. A maximum response time of eight minutes on not less than 80% of all responses originating within a 5 mile radius of the central location point within the City of Ocean Springs.

   b. A maximum response time of 15 minutes on not less than 80% of all responses originating within a 10 mile radius of the central location point within the City of Ocean Springs.

   c. A maximum response time of 20 minutes on not less than 80% of all responses originating outside a 10 mile radius of the central location point within the City of Ocean Springs.

3. Area within Moss Point City Limits:

   a. A maximum response time of eight minutes on not less than 80% of all responses originating within a 5 mile radius of the central location point within the City of Moss Point.

   A maximum response time of 15 minutes on not less than 80% of all responses originating within a 10 mile radius of the central location point within the City of Moss Point.

   b. A maximum response time of 20 minutes on not less than 80% of all responses originating outside a 10 mile radius of the central location point within the City of Moss Point.

4. Area within Pascagoula City Limits:

a. A maximum response time of eight minutes on not less than 80% of all responses originating within a 5 mile radius of the central location point within the City of Pascagoula.

b. A maximum response time of 15 minutes on not less than 80% of all responses originating within a 10 mile radius of the central location point within the City of Pascagoula.

c. A maximum response time of 20 minutes on not less than 80% of all responses originating outside a 10 mile radius of the central location point within the City of Pascagoula.

5. Unincorporated Areas

a. A maximum response time of eight minutes on not less than the average of all calls within a five mile radius of the closest central location point for the unincorporated areas of the County.

b. A maximum response time of 15 minutes on not less than the average of all responses within a 10 mile radius of the closest central location point for the unincorporated areas of the County.

c. A maximum response time of 20 minutes on not less than the average of all responses over a 10 mile radius of the closest central location point for the unincorporated areas of the County.

Should Acadian fail to meet response times monthly within any areas as defined in this Section, prior to any penalty being assessed, Acadian shall be afforded an opportunity to be heard before

the Board of Supervisors to show good cause as to why said penalties were not met in one or more of the areas defined in this Section. If, in the discretion of the Board of Supervisors, Acadian demonstrates good cause, it shall be in the Board's discretion to waive the penalties as the Board determines is reasonable. It is the intent of both parties that it shall be solely in the discretion of the Board of Supervisors as to whether any penalty is waived and any waiver of penalties by the Board shall not constitute a waiver of any other rights that may be granted it per this contract nor shall it waive the Boards' right to terminate this contract for successive failures to meet response times by Acadian.

It is the intent of all parties hereto that for penalty purposes the response times must be met as stated above on a monthly basis. However, it is further the intent of all parties that the response times shall be reported also as stated in Article III, Section 3 on a monthly basis and that Acadian shall meet the response time requirements per area stated in Article III, Section 3 on a monthly basis. Should Acadian fail to meet the response time requirements for an area for a month, they shall be provided 30 days to correct any deficiencies. While the response times in Article III, Section 3 vary from the penalty calculations in Article III, Section 7, it is the intent of the parties that should Acadian repeatedly fail to adhere to the response time standards stated in Article III, Section 3, it shall constitute grounds for termination of the contract at the option of the County.

8. Charges

Acadian will not exceed the charges for base rate and mileage rate per run except as stipulated in this Section. A statement of said fees is attached hereto as Exhibit 2. Acadian acknowledges that it is responsible for billing and collecting for services rendered. All fees for services rendered

shall remain the property of Acadian. Acadian will keep on file a schedule of its rates and fees. Acadian will be allowed to add items that represent new technology, equipment and pharmaceuticals and to charge reasonable fees for said new items that are added. Interfacility and specialized services (i.e. Mobile Intensive Care Units, etc) are excluded from this provision. Acadian, at its sole discretion shall be allowed to adjust its rates and fees at the inception of this contract to a maximum increase of 10% during the life of this contract.

9. Backup and Deployment of Ambulances

Acadian agrees to maintain a minimum of eleven (11) available equipped ambulances and capable of being manned within Jackson County with four (4) such ambulances out of the eleven (11) available at all times for as needed deployment. Acadian agrees that at all times it shall staff six ambulances 24 hours per day, 7 days per week (which includes two ambulances for the unincorporated areas of the County and at least one for each municipality) and one ambulance Monday through Friday during peak load hours. Additionally, Acadian shall provide one County Sprint vehicle which will be equally staffed and capable, excepting transport.

In addition, Acadian agrees that should circumstances occur where the eleven (11) staffed and available ambulances are insufficient to fulfill the need for service, that it will dispatch its air med services and dispatch any additional ambulances as is necessary to prevent interruption of service. Acadian further acknowledges that should additional ambulances be required to adequately serve the area and meet response times, whether because of increase in population, call volume, etc..., it shall have the responsibility to do whatever is necessary to comply with the response times as stated herein. Acadian further acknowledges that this contract contemplates fixed deployment and

in the management of EMS in the County, Acadian, shall adhere as closely as reasonably possible and reasonably necessary to said backup and fixed deployment as described herein; however, all parties acknowledge and agree that Acadian shall do whatever is necessary to meet response times and provide the most effective service reasonably possible to the citizens of the County.

10. Start-up Date

Acadian will begin operation beginning at 12:01 AM November 29, 2000. Acadian shall be fully staffed, equipped and EMS Control Center must be fully operative and compatible on start-up date. Acadian must be fully prepared to execute and assume service.

11. Subscription Service

Acadian shall offer to the residents of Jackson County a subscription/membership service as outlined in its proposal attached hereto as Exhibit 3.

12. Information to County

Acadian agrees to provide any information requested by the County which is in any way related to Acadian's obligation under this Agreement, including, but not limited to the following:

A. Yearly audited financial reports.

B. A monthly report of response times and response time exceptions which contains an itemized list of the calls for service, the nature of the call and each timed phase of the call in accordance with Article III, Section 4.

C. Qualifications and work history of personnel on an annual basis.

D. A yearly accounting of all expenditures of Jackson County EMSOF funds and subsidy and an inventory of and list of equipment and supplies purchased therewith.

E. A yearly statement of Corporate Citizenship activities.

F. A yearly statement of provision of training, equipment and supplies to First Responders.

13. Corporate Citizenship

Acadian agrees to provide ambulance stand-by's at no charge for all fairs, high school/college football games and/or major civic functions within Jackson County. Acadian agrees to provide such other stand-by service as is requested by the County or municipalities for similar events at no charge. Acadian agrees to provide and participate in such other Corporate Citizenship activities as is outlined in its Operational Plan and attachments attached hereto as Exhibit 3.

14. Expenditure of EMSOF Funds and Termination

Acadian agrees that in the event that the contract for provision of Ambulance Services is terminated or not renewed or expires, Acadian will donate to and Jackson County, as the governing board of the EMS District, will retain ownership and possession of any and all equipment and other tangible items and supplies that have been purchased with Jackson County EMSOF funds and subsidy so that EMS in Jackson County may be enhanced and maintained. Acadian further agrees that all subsidy and EMSOF grant funds will be expended for the provision of and enhancement of EMS Services within the Jackson County EMS District.

15. Maintenance of Vehicles

All ambulances shall at all times be adequately maintained, serviced, and mechanically sound. Acadian shall maintain maintenance records which may be inspected by County as requested. A local full-time maintenance facility shall be developed and implemented for servicing. inspection and /or repair work.

16. Vehicle Locating System

Each ambulance in Jackson County shall be equipped with Global Positioning Satellite (GPS) or equivalent technology and Acadian shall from execution of this Agreement make diligent efforts to make application for and obtain all necessary licenses, permits, etc..necessary pursuant to State, Federal, and local laws and regulations to enable Acadian to operate said system.

17. EMS Advisory Board

There will be established an EMS Advisory Board consisting of an appointed member from each municipality, an Emergency Physician and/ or registered Nurse from Singing River Hospital System; 2 members appointed by the Jackson County Fire District with one from the eastern unincorporated area and one from the western unincorporated area; a representative of the E911 Commission, and 2 members of the Board of Supervisors, none of which may be affiliated by Acadian. Acadian agrees to cooperate fully with said Advisory Board, provide information, attend meetings and address concerns as raised by said Board. A monthly review of response times will be conducted by the Advisory Board.

18. Non-Emergency Transport Vehicle

Acadian shall provide one non-emergency, non-ambulance transport vehicle and staff and maintain same which shall be available for non-emergency transports. 25% of all fees collected shall be utilized for the purpose of enhancement of Emergency Medical Services within Jackson County.

19. Proposal and Operational Plan

Acadian's Proposal and Operational, Communications, and Disaster Plan is incorporated herein by reference. In the event of conflict, the Contract shall govern.

20. Maintenance of Records

All voice recording and documentation regarding, response times and calls shall be maintained by Acadian for at least one year.

21. Emergency Equipment

Acadian shall utilize vehicles and equipment that will meet or exceed the state and local requirements for ALS ambulances and Federal specifications for ambulances. Should local, state, and/or federal requirements be in conflict, the greater requirement shall govern.

22. Personnel

Acadian personnel standards will meet or exceed the standards required by local, state and federal law for ALS service. Acadian will use every reasonable effort to give preference to Jackson County employees in its hiring practices for provision of services with Jackson County. Additionally, Acadian agrees that all personnel will have adequate knowledge of Jackson County so as not to impede response time.

Each emergency response ambulance shall be staffed in accordance with state EMS regulations and requirements. Where said requirements exceed the staffing information required herein, state requirements shall govern. Each emergency response ambulance will be staffed with a minimum of one (1) Nationally Registered Emergency Medical Technician-Paramedic and one (1) Nationally Registered Emergency Medical Technician Basic. All paramedics shall be ACLS certified. Sprint vehicles will be staffed with a minimum of one (1) Nationally Registered Emergency Medical Technician-Paramedic.

Acadian shall investigate credentials, driving records, criminal history and conduct drug screenings of each of its personnel. A list of all employees with information above referenced along with training, experience, and work history shall be provided to County Administrator prior to commencement of service operations.

23. Insurance

Acadian shall maintain minimum insurance coverage as follows:

A. Liability insurance for damages arising out of bodily injury to or death of one or more persons in any one accident of $1,000,000.

B. Liability insurance for any injury to or destruction to property in any one accident of $1,000,000.

C. Umbrella liability insurance for any combination of damages at a minimum of $25,000,000.

D. General comprehensive liability and professional liability insurance with single incident limit of $1,000,000 and annual aggregate limit of $1,000,000.

E. Worker's Compensation Insurance required by law.

F. Acadian will extend its professional liability insurance to all sanctioned Fire Department personnel in Jackson County who respond in an official capacity to EMS calls in the County in accordance with mutual aid agreements between the Fire Departments and Acadian.

G. Jackson County will be named as additional insured on all insurance policies of Acadian.

Acadian shall provide proof of A through G prior to start up date.

24. Choice of Hospital

Acadian shall transport each and every stable patient to a hospital of their choice unless Medical Control orders an alternate destination based on the patient's medical condition.

25. Compliance with Laws

Acadian will comply with any and all ordinances and regulations of the State of Mississippi, its agencies and departments, and any and all rules, regulations and statutes of the United States and its agencies and departments. Recognizing the County's obligations pursuant to Article II, Section 3, Acadian will comply with any and all ordinances and regulations of Jackson County. The parties acknowledge that Acadian's submission of its proposal in response to the County's request and the County's acceptance of such proposal constitutes compliance with the local ordinance attached hereto as Exhibit 4 and constitutes compliance with the local ordinance attached hereto and this Agreement constitutes Acadian Ambulance Service Certification of Need, License and Permits required in such ordinance. Should this contract be terminated or expire, the certification of need, license and permits shall expire contemporaneously therewith.

26. Quality Assurance

Acadian has in place an internal quality assurance program to ensure the quality of services provided. Acadian agrees to implement such quality assurance program in its operations in Jackson County.

27. Medical Control

Acadian will be responsible for securing on-line and off-line medical control as defined in the Rules and Regulations of the Mississippi State Department of Health, Division of Emergency Medical Services.

28. Non-discriminatory Employment Practices

Acadian will afford equal employment opportunity and will not discriminate based on race, color, religion, sex, age, physical handicap or national origin, with respect to hiring, compensation, promotion, training and all other conditions of employment.

29. Consideration to Jackson County Prisoners

Acadian agrees to provide local ambulance service that is medically necessary to persons who are lawfully incarcerated prisoners of Jackson County or any municipalities therein at the direction of the County or municipality requesting such service.

30. Term of Agreement

This Agreement will be binding on the parties hereto for a period of four (4) years from the start date, which shall be until, November 30, 2004. County will then have the right, at its option, to renew the Agreement for two (2), two (2) year extensions, on the same terms and conditions, if Acadian has complied with the terms of this Agreement. This Agreement is subject to the ratification of the future governing authorities of Jackson County.

31. Mutual Aid

Acadian shall maintain mutual aid agreements according to the requirements of their National Accreditation with all governmental entities adjoining Jackson County.

ARTICLE IV

TERMINATION BY THE COUNTY

1. Events of Default

Each of the following acts, omissions or occurrences shall constitute an "Event of Default" hereunder:

A. Failure by Acadian to observe and perform in any material way any covenant, warranty, term or provision of this Agreement, including those described herein as grounds for termination, which failure shall continue for a period of thirty (30) days after notice thereof is given to Acadian by the County specifying such failure and requesting that it be remedied;

B. Acadian shall cease doing business as a going concern;

C. Acadian's financial reports to the County demonstrate financial instability or insolvency.

D. Acadian shall commence a voluntary case or other proceeding in bankruptcy or seek liquidation, reorganization, arrangement, readjustment of its debts or for any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or shall take any other action indicating its consent to, approval, or acquiescence in any such case or proceeding; Acadian shall apply for, or consent to or acquiesce in, the appointment of a receiver, liquidator, custodian, sequestrator, or a trustee for all or a substantial part of its property; Acadian shall make an assignment of a substantial portion of its

assets for the benefit of its creditors; Acadian shall fail, or shall admit in writing its failure to pay its debts generally as such debts become due or;

There shall be filed against Acadian an involuntary petition in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or a receiver, liquidator, custodian, sequestrator, or trustee of Acadian for all or a substantial part of its property shall be appointed without the consent or approval of Acadian or a warrant of attachment, execution or similar process against any substantial part of the property of Acadian is issued; and the continuance of any such event or events for thirty (30) days undismissed or undischarged or within such thirty (30) days, the entering of an order for relief under the United States Bankruptcy Code.

2. Remedies

Whenever an Event of Default as set forth in Article IV, Section 1 has occurred, any and all of the following remedies shall be available to the County:

A. Upon the occurrence of an Event of Default under Article IV, Section 1 A-E, if the County determines that Acadian has failed to cure such breach within thirty (30) days of notice thereof, the County may give Acadian written notice of termination of this Agreement.

B. Upon the occurrence of an Event of Default under Article IV, Section A-E, the County may, at its option, give Acadian written notice of termination of this Agreement.

C. Notwithstanding anything herein above set forth, upon the occurrence of an Event of Default, the County may give written notice to Acadian of termination of this Agreement; provided, however, pending the date of final termination, the County may require Acadian to continue to provide Advanced Life Support Ambulance Service to the County as required herein, for a period of up to one hundred eighty (180) days and, during such time, Acadian shall cooperate with the County to prepare and accomplish a transfer to operation of said service to the County or a party of the County's determination upon the date of final termination. During such period pending the date of final termination, the terms and conditions of this Agreement shall remain in force and the County and Acadian shall continue to perform pursuant to this Agreement.

D. In the event this Agreement is terminated by the County pursuant to Article IV, Acadian shall transfer to the County all of its rights, title and interest in and to any or all of the Equipment, supplies, etc. purchased with Jackson County EMS subsidy or Jackson County EMSOF funds.

ARTICLE V

TERMINATION BY ACADIAN

1. Events of Default

Each of the following acts, omissions or occurrences shall constitute an "Event of Default" hereunder:

A. Failure of the County to have the requisite authority to enter into this Agreement, or to enact the Ordinances for ambulance services;

B. The County or the Cities located therein, or any agency thereof makes any change in any statutes, regulations or ordinances on the compilation of the EMS District and such change materially affects or impairs Acadian's ability to perform hereunder or any ordinance of the County or Cities therein is deemed invalid or unenforceable and such invalidity or unenforceability materially affects or impairs Acadian's ability to perform hereunder; and

C. failure by the County, by its own fault, to observe or perform any covenant, warranty, term or provision of this Agreement.

2. Remedies

Whenever any Event of Default referred to in Article V, Section 1 shall have occurred, each of the following remedies will be available to Acadian:

A. Acadian, upon one hundred eighty (180) days written notice to the County, may elect to terminate this Agreement.

B. The County, at the expiration of the one hundred eighty (180) day notice period :

1. shall receive all equipment, supplies, etc. purchased with EMS subsidy and/or EMSOF funds.

2. become the assignee of any lease (non-lease purchase) agreement for Equipment.

Acadian shall transfer all of its right, title and interest in and to and the County will assume all the incidents of ownership for the Equipment, supplies, etc. purchased with EMSOF funds or subsidy.

3. Employment of EMS Employees

In the event of termination of this Agreement by the County or Acadian, Acadian consents to the County offering employment to any Acadian employee.

ARTICLE VI

AUTHORITY TO ENTER INTO THIS AGREEMENT

1. Authority of Acadian

Acadian warrants that is has the full corporate power and authority to enter into this Agreement, and that its Senior Vice President, Daniel J. Dominque, is authorized to execute this Agreement on behalf of Acadian Ambulance Service.

2. Authority of the County

The County represents and warrants that it has the full statutory and regulatory authority to enter into this Agreement, that the Board of Supervisors has taken the necessary action to approve this Agreement, and that the President of the Jackson County Board of Supervisors, Manly Barton, is authorized to execute this Agreement on behalf of the County.

3. Contract Administrator

The County will designate an individual (the Contract Administrator) to administer this Agreement on behalf of the County. The Contract Administrator shall receive notice of all communications regarding this Agreement.

4. Claims

The County will immediately notify Acadian and Acadian will immediately notify the County of all claims, potential claims, complaints and actions against the County and Acadian arising out of or related to the subject matter hereof, including but not limited to, the performance of the services hereunder, and the authority of the County to enter into this Agreement, or to enact the ordinances attached hereto.

5. Relationship of the Parties

It is understood that under this Agreement Acadian is an independent contractor and that this Agreement is not intended to, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association or any other relationship whatsoever other than that of independent contractor.

6. Management Responsibility

Acadian acknowledges that the County has responsibility for public concerns relating to the operation of ambulance service within the County. The County acknowledges that Acadian has the responsibility to govern the day-to-day management details of the service. Acadian's management authority includes, but shall not be limited to, the following: Acadian shall have the authority to select station locations within the parameters of the central location points, determine

the fixed deployment of EMS services necessary to comply with response time required within the boundaries of Article III, Section 9, select employees and establish terms of employment (subject only to Article III, Sections 22 & 28), including compensation benefits and working condition; determine staffing requirements; select equipment which complies with applicable local, state and federal laws and regulations and adopt policies with respect to the purchase, lease, sale, maintenance, operation and replacement of such equipment. All management authority normally exercised by an ambulance service is retained by Acadian except as expressly reserved to the County by the terms of this Agreement.

ARTICLE VII

INDEMNITY

1. Acadian's Indemnity of County

Acadian will indemnify, hold harmless and exempt the County and its representatives, officers, agents, servants and employees from and against any and all liability, suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of or in any way concerning or incident to any work done by Acadian in the performance of this Agreement or arising out of a willful or negligent act or omission of Acadian, its officers, agents, servants, and employees (including such individual acting contrary to this Agreement).

ARTICLE VIII

AGREEMENT, MODIFICATION, AND GOVERNING LAW

1. Force Majeure

Acadian's performance of its obligations hereunder shall be excused in the event and during the

period that such performance is prevented by the following: acts of God; acts of war, riot, accident, flood or sabotage; unavailability of adequate fuel, power or materials; judicial or governmental laws, regulations, requirements, orders or actions; injunctions or restraining orders which are ultimately determined to have been wrongfully granted; the failure of any governmental body to issue or grant, or the suspension or revocation of, licenses, permits or other approvals or authorizations necessary for the performance of the services contemplated by this agreement; or national defense requirements.

2. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect thereto, including, but not limited to, the request for proposals issued by the County, and Acadian's proposal for an advanced life support emergency ambulance service.

3. Notices

Any notice to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when delivered in person, or when sent by registered or certified mail, postage prepaid, addressed to the addresses set forth below of the party to which notice is being given, or upon actual receipt of telegram, telex or facsimile transmission:

TO ACADIAN:

DANIEL J. DOMINGUE
ACADIAN AMBULANCE SERVICE
POST OFFICE BOX 98000
LAFAYETTE, LOUISIANA 70509-8000
(337) 291-3333 FAX (337) 291-4444

TO THE COUNTY:

MANLY BARTON, PRESIDENT
JACKSON COUNTY BOARD OF SUPERVISORS
P.O. BOX 998
PASCAGOULA, MS 39568-0998

4. Modification No provision of this Agreement can be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of any modification, change, discharge or termination is sought.

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

6. Partial Enforceability If any provision of this Agreement, or the application of the Provision to any entity or circumstance shall be held invalid, the remainder of this Agreement, or the application of that provision to entities or circumstances other than those with respect to which it is held invalid, shall not be affected thereby.

ACADIAN AMBULANCE SERVICE &
AIR MED SERVICES

Daniel L. Dominique
EXECUTIVE VICE PRESIDENT/CAO

WITNESS

JACKSON COUNTY, MISSISSIPPI

Manly Barton
PRESIDENT, JACKSON COUNTY
BOARD OF SUPERVISORS

Kenson M. Roberton
WITNESS

CITY OF PASCAGOULA, MISSISSIPPI

MAYOR

WITNESS

CITY OF MOSS POINT, MISSISSIPPI

MAYOR

WITNESS

CITY OF GAUTIER, MISSISSIPPI

MAYOR

WITNESS

CITY OF OCEAN SPRINGS, MISSISSIPPI

MAYOR

WITNESS

STATE OF MISSISSIPPI

COUNTY OF JACKSON

Personally appeared before me, the undersigned notary public in and for the jurisdiction aforesaid, the within named DANIEL J. DOMINGUE, to me known, who acknowledged he is the Vice President/CAO of Acadian Ambulance Service, a Louisiana corporation, and that for and on behalf of said corporation and its act and deed, he signed and delivered the foregoing Agreement to Provide Advanced Life Support Ambulance Service as of the date hereof, after having been first duly authorized so to do.

IN WITNESS WHEREOF, I hereto set my hand and official seal, this the 20th day of November, 2000.

Kennon M. Robertson
NOTARY PUBLIC

My Commission Expires:

8/18/2001

STATE OF MISSISSIPPI

COUNTY OF JACKSON

Personally appeared before me, the undersigned notary public in and for the jurisdiction aforesaid, the within named MANLY BARTON and GEORGE TOUART, respectively, to me known, who acknowledged they are the President of the Board of Supervisors and the County Administrator of Jackson County, Mississippi, acting for and on behalf of said Board of Supervisors as its act and deed, they signed and delivered the foregoing Agreement to Provide Advanced Life Support Ambulance Service as of the date hereof, after having been first duly authorized so to do.

IN WITNESS WHEREOF, I hereto set my hand and official seal, this the 20th day of November, 2000.

Kennon M. Robertson
NOTARY PUBLIC

My Commission Expires:
8/18/2001

Acadian Ambulance Service, Inc.

November 17, 2000

Communication between Jackson County 911 & Acadian Ambulance

The following guidelines will apply to all 911 transfer of calls originating with Jackson County 911 terminating to Acadian Ambulance Service.

1. Jackson County 911-will answer the request locally for ambulance service.
2. Jackson County operators will then inform the caller to stay on line for ambulance dispatch: then utilizing one button transfer, will transfer the requesting party to the Acadian Ambulance Communications Center at 1-800-256-1717.
3. The Jackson County 911 operator should stay on line and insure that the transfer of the caller is successful.
4. When the Acadian Ambulance dispatcher answers, the Jackson County operator should identify themselves as such and briefly explain the emergency request.
5. The Acadian dispatcher will verify the address, city, phone number, cross streets, landmarks, chief complaint and any other pertinent information that could be valuable.
6. The Jackson County 911 operator may provide further information during the conversation that he/she feels is appropriate. -Example: Further directions or landmarks, clarification of information being provided by caller, etc...In addition he/she can provide to the Acadian dispatchers any information regarding responses by law enforcement, fire, etc.
7. Acadian dispatchers will also provide pre-arrival instructions to callers when appropriate.
8. Any ambulance requests without a caller on the line can still be made directly to the Acadian Ambulance Communications Center by dialing 1-800-256-1717 and relaying the appropriate information & request.
9. Acadian dispatchers may also communicate directly with Jackson County 911 operators by dialing into the 911 system utilizing an appropriate existing phone number.

During the initial phase of operations in Jackson County, dedicated 911 trunking/circuits between the appropriate Jackson County tandem and Acadian Ambulance Service will not be possible. This type of dedicated connection is actively being pursued with BellSouth and will provide our Communications Center with the normal ANI/ALI information we receive in our present service area. Our goal is to have this system working within the 1st quarter of 2001.

Thank You

Clay Henry
VP Operations

EXHIBIT
tabbies
1

ACADIAN AMBULANCE SERVICE, INC

PRICE LIST
NOVEMBER 2000

DESCRIPTION		AMOUNT
TRANSPORTS		
ALS EMERGENCY		$ 360.00
ALS NON-EMERGENCY		$ 360.00
MILEAGE	0-50 MILES	$ 8.00
	51-100 MILES	$ 6.00
	101 AND OVER	$ 5.00
ANCILLARIES		
ADDITIONAL FLUIDS		$ 22.00
AIRWAY MGMT-DISPOSIBLE SUPPLIES		$ 22.00
BURN SHEET		$ 17.00
CAPNOMETER		$ 33.00
C-COLLAR		$ 22.00
DISASTER BAG		$ 110.00
DISPOSABLE BVM		$ 44.00
DISPOSABLE SPLINT		$ 6.00
DISPOSABLE SUPPLIES/ENVIRON.		$ 28.00
EKG MONITOR		$ 55.00
EKG DISPOSIBLE SUPPLIES		$ 6.00
EKG MONITOR WITH DEFIBRILATOR		$ 55.00
EKG MONITOR PACE PADS		$ 66.00
ENDOTRACHEAL INTUBATION		$ 28.00
EOA		$ 28.00
GLUTOSE		$ 6.00
IV SET UP & SUPPLIES		$ 28.00
IVAC PUMP		$ 55.00
MAST TROUSERS		$ 33.00
ORTHOPEDIC PAD		$ 17.00
OUT OF SERVICE AREA		$ 55.00
OXYGEN MASK/SET UP		$ 52.00
O.B. KIT		$ 33.00
PARAMEDIC ASSISTANCE		$ 27.00
POISON ANTIDOTE KIT		$ 27.00
PULSE OXIMETER		$ 33.00
RAPID INFUSION CATHETER		$ 55.00
STERILE WATER		$ 11.00
SUTION EQUIPMENT		$ 6.00
THROPLEX CHEST DRAINAGE SYSTEM		$ 83.00
VENTILATOR		$ 330.00

EXHIBIT
tabbies
2-A

VISIDEX STRIP / REGEANT STRIP	$ 6.00

MEDICATION

ADENOSINE	$ 39.00
AMIDATE	$ 28.00
AMINOPHYLLINE	$ 15.00
ASPIRIN	$ 2.00
ATROPINE	$ 15.00
BENADRYL	$ 15.00
BRETHINE	$ 15.00
BRETYLOL	$ 28.00
CALCIUM CHLORIDE	$ 15.00
D5W 1,000	$ 22.00
DECADRON	$ 28.00
DEMEROL / MEPERDINE	$ 15.00
DEXTROSE 50%	$ 18.00
DOPAMINE	$ 22.00
EPINEPHRINE 1:1000 1MG	$ 15.00
EPINEPHRINE 1:1000 30MG	$ 22.00
GLUCAGON	$ 83.00
INDERAL (PROPRANOLOL)	$ 15.00
IPRATROPIUM BROMIDE	$ 15.00
ISUPREL	$ 18.00
KETAMINE HCL 10 MG	$ 22.00
LASIX	$ 15.00
LIDOCAINE 2%	$ 15.00
LINOCAINE 20%	$ 18.00
MAGNESIUM SULFATE	$ 15.00
MORPHINE SULFATE	$ 15.00
NARCAN	$ 39.00
NITRO TAB	$ 2.00
NITRO OINTMENT	$ 15.00
NORMAL SALINE	$ 22.00
PROCAINAMIDE	$ 15.00
PROMETHAZINE	$ 15.00
ALBUTEROL (NEBULIZRE ALWAYS USED)	$ 15.00
RINGERS LACTATE 1,000 CC	$ 28.00
SODIUM BICARBONATE	$ 18.00
SOLU-MEDROL 1 GRAM	$ 22.00
SUCCINYLCHOLINE 20 MG	$ 2.00
TORADOL	$ 15.00
VALIUM	$ 15.00
VERAPAMIL	$ 15.00
VERSED 5 MG	$ 22.00
ZEMURON 10 MG	$ 22.00

AIR MED SERIVCES

AIR MED BASE RATE	$3,000.00
AIR MED MILEAGE	$ 35.00

STANDBY RATES

UNSCHEDULED (HAZARDOUS MATERIAL CLEANUP)

FIRST THREE HOURS	$ 600.00
EACH ADDITIONAL HOUR THRU 24 HOURS	125.00/HR.

PRESCHEDULE

FIRST THREE HOURS	$ 200.00
EACH ADDITIONAL 1/2 HOUR	$ 25.00

NON- PROFIT 25.00/HR.

ACADIAN AMBULANCE SERVICE, INC
EXHIBIT 2
PRICE LIST
NOVEMBER 2000

The following rates (AASI standard rates) will be implemented when the All ALS Mandate, now in effect in Jackson County, is repealed when the Balance Budget Act of 1997 goes into effect. According to the U.S. Healthcare Financing Administration, this will occur at some point in the year 2001.

DESCRIPTION		AMOUNT
TRANSPORTS		
ALS EMERGENCY		$ 430.00
ALS NON-EMERGENCY		$ 240.00
MILEAGE	0-50 MILES	$ 10.00
	51-100 MILES	$ 6.00
	101 AND OVER	$ 5.00
ANCILLARIES		
ADDITIONAL FLUIDS		$ 22.00
AIRWAY MGMT-DISPOSIBLE SUPPLIES		$ 22.00
BURN SHEET		$ 17.00
CAPNOMETER		$ 33.00
C-COLLAR		$ 22.00
DISASTER BAG		$ 110.00
DISPOSABLE BVM		$ 44.00
DISPOSABLE SPLINT		$ 6.00
DISPOSABLE SUPPLIES/ENVIRON.		$ 28.00
EKG MONITOR		$ 55.00
EKG DISPOSIBLE SUPPLIES		$ 6.00
EKG MONITOR WITH DEFIBRILATOR		$ 55.00
EKG MONITOR PACE PADS		$ 66.00
ENDOTRACHEAL INTUBATION		$ 28.00
EOA		$ 28.00
GLUTOSE		$ 6.00
IV SET UP & SUPPLIES		$ 28.00
IVAC PUMP		$ 55.00
MAST TROUSERS		$ 33.00
ORTHOPEDIC PAD		$ 17.00
OUT OF SERVICE AREA		$ 55.00
OXYGEN MASK/SET UP		$ 52.00
O.B. KIT		$ 33.00
PARAMEDIC ASSISTANCE		$ 27.00
POISON ANTIDOTE KIT		$ 27.00

EXHIBIT
tabbies 1-B

PULSE OXIMETER	$	33.00
RAPID INFUSION CATHETER	$	55.00
STERILE WATER	$	11.00
SUTION EQUIPMENT	$	6.00
THROPLEX CHEST DRAINAGE SYSTEM	$	83.00
VENTILATOR	$	330.00
VISIDEX STRIP / REGEANT STRIP	$	6.00

MEDICATION

ADENOSINE	$	39.00
AMIDATE	$	28.00
AMINOPHYLLINE	$	15.00
ASPIRIN	$	2.00
ATROPINE	$	15.00
BENADRYL	$	15.00
BRETHINE	$	15.00
BRETYLOL	$	28.00
CALCIUM CHLORIDE	$	15.00
D5W 1,000	$	22.00
DECADRON	$	28.00
DEMEROL / MEPERDINE	$	15.00
DEXTROSE 50%	$	18.00
DOPAMINE	$	22.00
EPINEPHRINE 1:1000 1MG	$	15.00
EPINEPHRINE 1:1000 30MG	$	22.00
GLUCAGON	$	83.00
INDERAL (PROPRANOLOL)	$	15.00
IPRATROPIUM BROMIDE	$	15.00
ISUPREL	$	18.00
KETAMINE HCL 10 MG	$	22.00
LASIX	$	15.00
LIDOCAINE 2%	$	15.00
LINOCAINE 20%	$	18.00
MAGNESIUM SULFATE	$	15.00
MORPHINE SULFATE	$	15.00
NARCAN	$	39.00
NITRO TAB	$	2.00
NITRO OINTMENT	$	15.00
NORMAL SALINE	$	22.00
PROCAINAMIDE	$	15.00
PROMETHAZINE	$	15.00
ALBUTEROL (NEBULIZRE ALWAYS USED)	$	15.00
RINGERS LACTATE 1,000 CC	$	28.00
SODIUM BICARBONATE	$	18.00
SOLU-MEDROL 1 GRAM	$	22.00
SUCCINYLCHOLINE 20 MG	$	2.00
TORADOL	$	15.00

VALIUM	$ 15.00
VERAPAMIL	$ 15.00
VERSED 5 MG	$ 22.00
ZEMURON 10 MG	$ 22.00

AIR MED SERIVCES

AIR MED BASE RATE	$ 3,000.00
AIR MED MILEAGE	$ 35.00

STANDBY RATES

UNSCHEDULED (HAZARDOUS MATERIAL CLEANUP)

FIRST THREE HOURS	$ 600.00
EACH ADDITIONAL HOUR THRU 24 HOUR	125.00/HR.

PRESCHEDULE

FIRST THREE HOURS	$ 200.00
EACH ADDITIONAL 1/2 HOUR	$ 25.00

NON- PROFIT 25.00/HR.

Over 100,000 member ambulance transports in the past year.

- ✔ Your medical history on file
- ✔ Computer equipped ambulances for quick transfer of critical care information
- ✔ Directions to your home on file
- ✔ Your hospital of choice on file
- ✔ Your physician information on file
- ✔ State of the art communications center
- ✔ Support for medical education programs
- ✔ Standby ambulance services at important athletic and community events
- ✔ All this PLUS a 20% discount on billed charges

Membership deadline is Friday, September 3rd.

Call 1-800-256-JOIN (5 6 4 6)

Sign Up For Membership.

Membership is only $60 a year for applicant and spouse, and the resident children up to 21 years of age (23 if still attending school) who have never been married. If you have Medicare benefits and supplemental insurance coverage, your annual membership fee is only $48.00. Receive Acadian Ambulance Service membership as part of the Acadian On Call personal alert service for your loved one.

Acadian
Ambulance & Air Med Services

There when you need us.

EXHIBIT 3

Acadian Ambulance Membership Deadline is Tomorrow

STANDARD MEMBER PAYMENT INFORMATION

STANDARD MEMBER PAYMENT INFORMATION

1 year membership	$ 60.00	
Helping Hand Fund	$ ____	
Total	$ ____	

MEDICAID RECIPIENTS VOLUNTARY CONTRIBUTION $60.00

*MEDICARE SUPPLEMENTAL INSURANCE PAYMENT INFORMATION

*MEDICARE BENEFICIARIES with supplemental insurance

1 year membership	* $ 48.00	
Helping Hand Fund	$ ____	
Total	$ ____	

☐ Lafayette	☐ Acadia	☐ Thibodaux	☐ Evangeline	☐ St. Helena	☐ E. Baton Rouge	☐ East	Allen
☐ Vermilion	☐ Jeff Davis	☐ Hosp. Dist.	☐ Assumption	☐ Ascension	☐ St. John The	☐ Feliciana	Beauregard
☐ St.	☐ St. Mary	☐ Terrebonne	☐ Pointe Coupee	☐ Livingston	☐ Baptist	☐ St.	Calcasieu
☐ Martin	☐ St. Landry	☐ Iberia	☐ Tangipahoa	☐ W. Baton Rouge	☐ Rapides	☐ Tammany	Vernon

☐ Visa ☐ MasterCard ☐ Discover ☐ American Express Acct. No. _____ Exp. Date _____

Name of Cardholder _____ I understand there will be $2.00 charge card handling fee by phone

Applicant Name _____ PLEASE PRINT Date of Birth _____ ☐ New ☐ Renewal _____ Last year membership num-

Mailing Address _____

City & State _____ Zip _____ Phone _____ Soc. Sec. _____

List spouse and your children who have never been married under 21 and their relationship to applicant:

NAME / RELATION	Date of Birth	NAME / RELATION	Date of Birth

***In order to receive a Medicare Supplemental insurance discount of $12.00, the following information must be**

INSURANCE INFORMATION

	APPLICANT	SPOUSE
Medicare #		
Private Insurance Name		
Address		
Name of Policy Holder		
Insured s Employer & Phone #		
Policy #		
Group #		

Clip out and mail to: Acadian Ambulance PO Box 92970 Lafayette, LA 70509

This application is subject to all the terms and conditions of the standard Acadian Ambulance Service application and membership contract which are on file at the offices of Acadian Ambulance Service and available upon request. By submitting this application, I agree to abide by all the terms and conditions of the standard application and membership contract.

Acadian Ambulance & Air Med Services

There when you need us.
Call 1-800-256-JOIN

REQUEST FOR PROPOSALS
FOR AMBULANCE SERVICE FOR
JACKSON COUNTY, MISSISSIPPI

Jackson County, Mississippi, is soliciting proposals for Ambulance Service within Jackson County, Mississippi. Proposals are to include all items listed below and are to accurately outline the service proposed to be provided by the Company.

This is not a solicitation for bids and Jackson County reserves the right to review the proposals according to what it feels is the best proposal fitting the needs of the citizens of Jackson County. Jackson County further reserves the right to reject all proposals. Jackson County reserves the right to negotiate with any Company. No expectation or right in the Company arises by this Request for Proposals.

Upon review of the proposals, Jackson County may select a Company with which to attempt to negotiate a contract for service. The submittal of a proposal to Jackson County does not vest nor create any contractual rights.

INFORMATION AND BACKGROUND:

Jackson County is established as an Emergency Medical Services District pursuant to *Mississippi Code Annotated Section 41-59-53, et. seq.* The EMS District is governed by the Jackson County Board of Supervisors. The Company selected will be an Operations Contractor designated as the Emergency Medical Services Lead Agency. The EMS Lead Agency shall function as the Jackson County EMS Authority for the Board and as such will have the responsibility for coordinating all components and care aspects of the Emergency Medical Service System in accordance with local, state and federal laws, rules and regulations.

Jackson County covers an area of approximately 736 square miles; has approximately 1,446 miles of roads and has a population of approximately 128,267.

It shall be the responsibility of the Company to acquire all information it feels in necessary to submit a proposal. The above information is to be used as a guideline only. Verification of information is the responsibility of the Company. Certain relevant information is available in the Jackson County Purchasing Department and the Office of the Comptroller of Jackson County.

ITEMS TO BE ADDRESSED:

1. The name and address of the Company, including state of incorporation and evidence that said Company is in good standing.

2. A list of all equipment and ambulances adequate to comply with the System Standard of Care. Make, type, year of manufacture, serial number, license tag number, and equipment therein for each ambulance owned or operated or proposed to be operated by Company.

3. A list of all personnel, with training, experience and work history. Personnel must meet federal, state and local certification requirements. Principals and employees of Company shall be subject to criminal record checks and background investigations.

4. Complete listing of Company's EMS experience coupled with a complete listing of all relevant experience.

5. A proforma internal medical quality assurance plan, which shall describe Company's medical quality assurance program, demonstrating a reasonable probability that Company will deliver medical care meeting the System Standard for Care.

6. A proforma System Status Plan demonstrating that all ambulances operating within the County will be equipped and staffed to operate in accordance with the System Standard of Care.

7. A completed financial statement of applicant and a statement signed as to whether there are any unsatisfied judgments of record against the Company. Also must contain a statement of disclosure as to any potential or pending litigation or claims against said Company exist. Must include the name, civil action and court with a brief explanation of the circumstances and allegations surrounding the claim.

8. A statement and evidence of licensure and compliance with all applicable federal, state and local laws, rules and regulations.

9. Proposed response time originating in areas of Jackson County defined as Urban by the U.S. Department of Commerce, Bureau of Census (will apply to the municipalities of Pascagoula, Ocean Springs, Gautier and Moss Point). Proposed response time for Emergency Ambulance Responses originating in Jackson County in rural areas. Must include percentage of emergency ambulance responses in which response times are guaranteed.

10. Proposed plan to insure lower response times in rural areas.

11. Proposed number of ambulances guaranteed to be available or stationed in Jackson County at all times.

12. Cost delineated between subsidy necessary to be maintained by the County and EMSOF funds.

13. Proposed use of first responders.

REQUIREMENTS:

1. Company must provide ALS Ambulance Service to Jackson County and the municipalities within Jackson County twenty-four hours per day, every day of the year, in compliance with the Standards for Ambulance Services as set forth in the Ordinance for Ambulance Service adopted by Jackson County.

2. Company shall not fail to respond to an emergency call originating within the County, nor fail to render medically necessary assessment, treatment and transport to any patient, for any reason, including the patient's perceived, demonstrated or stated inability to pay for such services, or because the location of the patient within the County, or because of the unavailable status or location of any ambulance at the time of the request.

3. Company must have insurance coverage issued by an insurance company authorized to do business in the State of Mississippi, with coverage provisions insuring the public from any loss or damages that may arise to any person or property by reason of the negligent operation of Company or any of its employees and provide amounts of recovery in limits of not less than the following:

   Automobile Liability:

Bodily Injury/death of one or more persons in any one accident:	$1,000,000
Property Damage in any one accident:	$1,000,000
For any combination of damages/injuries in any one accident:	$2,000,000

   ~~Commercial General Liability and~~
   Professional Liability:

Per Occurrence:	$ 1,000,000
Annual Aggregate:	$ 2,000,000
Umbrella Liability:	$20,000,000
Workers Compensation:	Statutory Limits

4. Company must indemnify and hold harmless and exempt the County and its representatives, officers, agents, servants and employees from and against any and all liability, suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of or in any way concerning or incident to any work done by Company in its performance of an agreement to provide ambulance service or arising out of any act or omission of Company, its officers, agents, servants and employees (including such individual acting contrary to the agreement).

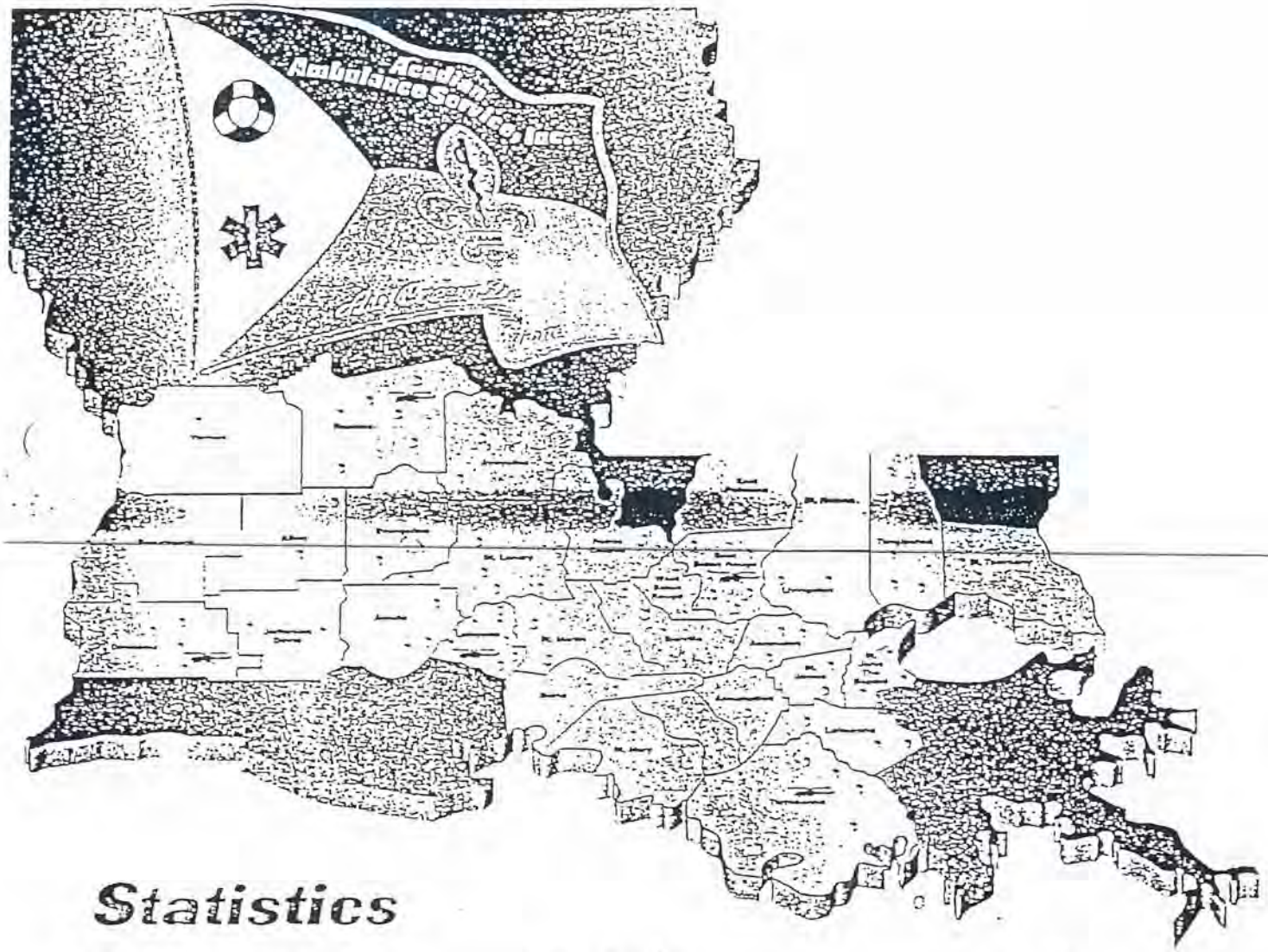
5. Company must provide local ambulance that is medically necessary at no out-of-pocket expense to the patient or to the County or Cities for: (I) County and City prisoners under the custody of the Cities or County Sheriff; (ii) County or municipal employees who are injured or become ill while on active duty; (iii) active volunteer fire department members who may become injured or ill while engaged in fire fighting activities, and (iv) County employees or their dependents.

6. Company will utilize vehicles and equipment that will meet or exceed federal, state and local requirements for ALS ambulances.

7. All equipment, ambulances or supplies purchased with Jackson County EMSOF grant funds remain the property of Jackson County and must remain in Jackson County.

NOTE: The term "System Standard of Care" means the federal, state and local laws, policies, rules, regulations and protocols of the EMS Lead Agency which establish standards governing all clinical and operational aspects of the EMS system in Jackson County. Minimum requirements shall include, but not be limited to, the most current standards recommended by the Commission on Accreditation of Ambulance Services.

Operations Plan



Statistics

Employees	1,568	Parishes	29
NREMT-Basic & Intermediate	375	Square Mileage Served	20,053
NREMT-Paramedic	644	Offshore Contract Medic Projects	82
Ambulances	153	Population Served	2,227,419
Helicopters	5	Avg. Patients/Day	564
Fixed Wing Airplanes	2	Total Patients/Yr.	205,785
Stations	86	Total Ambulance Mileage	8.3 Million

Operational Plan

This operational plan is predicated on Acadian Ambulance Service, Inc. being named the provider of emergency and non-emergency ambulance service in the incorporated and unincorporated areas of Jackson County. Acadian Ambulance Service, Inc. reserves the right to restate or withdraw this proposal should Jackson County elect to adopt an EMS plan with multiple providers.

Jackson County Operational Plan

Acadian Ambulance will open and maintain a permanent location in Jackson County which will serve as a base station for operations. All ambulances responding to emergency requests for assistance will be operated at an advanced life support (ALS) level. The utilization of system status management during emergency operations will provide for timely emergency responses throughout the municipalities and in the county. Resource deployment will be as follows:

Pascagoula	24 hours	7 days per week
Ocean Springs	24 hours	7 days per week
Gautier	24 hours	7 days per week
Moss Point area	24 hours	7 days per week
Central county areas	24 hours	7 days per week
Pascagoula	Early daylight	5 or 6 days per week
Pascagoula	Late daylight	5 or 6 days per week
County sprint	16 hours	7 days per week

All ambulances will be strategically posted to allow for optimum emergency response. Additional resources during peak load experiences will be available by activating local off duty employees utilizing local utility ambulances. Further resources are available in less than one hour from our Louisiana operations in St. Tammany Parish.

This operational plan for Jackson County is based on the anticipated call volume from available data and may be adjusted due to actual call volume experience.

RESPONSE TIME PERFORMANCE

Acadian Ambulance proposes the following emergency response time criteria:

- 80% of all responses within 8 minutes for all areas within a five (5) mile radius of Pascagoula, Ocean Springs, Gautier, Moss Point, and the central county location.

- 80% of all responses within 15 minutes for all areas within a ten (10) mile radius of Pascagoula, Ocean Springs, Gautier, Moss Point, and the central county location.

- 80% of all responses within 20 minutes for all areas outside a ten (10) mile radius of Pascagoula, Ocean Springs, Gautier, Moss Point, and the central county location.

RESPONSE TIME EXCEPTIONS

- Inadequate information
- Caller error
- Second/multiple unit response
- Inclimate weather
- Traffic conditions beyond Acadian's control
- Missed ambulance arrival notification
- Road conditions
- Railroad crossings
- Abnormal system overload
- Vehicular failure beyond reasonable control
- Hazardous scenes

Quarterly response time reports will be provided to Jackson Country Board of Supervisors or its designee.

SYSTEM STATUS MANAGEMENT PLAN

It is the policy of Acadian Ambulance Service, Inc. to effectively integrate all components of System Status Management procedures to achieve maximum utilization of resources while meeting system demands requiring various response priorities. Resource deployment by the Emergency Medical Dispatch Center will be prioritized as follows:

- Emergency request for service
- Assure adequate post coverage
- Discharges from a hospital emergency department
- Prescheduled non-emergency transports
- Non-emergency request for service
- Deadline standbys
- As available standbys

Delays in non-emergency requests for service may result due to calls of greater priority taking precedence. The Emergency Medical Dispatch Center supervisor will notify the appropriate administrative personnel of any anticipated system overloads. Additional resources may be authorized accordingly in response to these overloads. The Emergency Medical Dispatch Center supervisor will produce a daily operations report which will include call volume statistics, compliance with established response time performance parameters, and any additional resources required to meet system demands.

VEHICLE INFORMATION

Acadian Ambulance currently has a fleet of 158 type 1 ambulances which meet federal KKK specifications. Ambulances from our existing utility fleet will be relocated for use in Jackson County if Acadian Ambulance is selected as the EMS lead agency. Prior to initiating operations in Jackson County, Acadian Ambulance will provide, as required, the make, type, year of manufacture, serial number, and license number for each ambulance. Acadian Ambulance provides a standard equipment inventory for all ambulances. See the attachment in this section for a detailed listing of the standard ambulance equipment inventory.

STAFFING INFORMATION

Each emergency response ambulance will be staffed with a minimum of one (1) Nationally Registered Emergency Medical Technician – Paramedic and one (1) Nationally Registered Emergency Medical Technician – Basic. All paramedics are ACLS certified. Additional certification is offered by Acadian's education department in Pediatric Advanced Life Support and Advanced Trauma Life Support. Sprint vehicles will be staffed with a minimum of one (1) Nationally Registered Emergency Medical Technician - Paramedic.

If chosen as the provider of ambulance service for Jackson County, it is the intention of Acadian Ambulance to employ as many local emergency medical team members as possible. Investigations of credentials, driving records, criminal history, and drug screenings are standard practice during hiring procedures. A list of all employees with the information listed above along with training, experience, and work history information will be provided to the Emergency Medical Services District, as required, prior to commencement of service operations.

AIR MED SERVICES

Acadian Ambulance currently operates five (5) full time medically configured Air Med helicopters in South and Central Louisiana. It would be our intention to expand this life saving service to Jackson County. Acadian Ambulance would endeavor to develop a strategic consortium with the Jackson County EMS District, Singing River Hospital in Pascagoula, and Ocean Springs Hospital in Ocean Springs to provide air ambulance service to Jackson County. Air ambulance service reduces response times in rural areas and provides rapid transportation for critical patients to major medical centers. See the Air Med information section.

FIRST RESPONDER DEVELOPMENT AND UTILIZATION

It is the intent of Acadian Ambulance to enhance patient care by assisting with the development and utilization of a comprehensive First Responder network. Acadian Ambulance will provide First Responder instruction to all municipal and volunteer fire departments and law enforcement agencies free of charge. Response protocols will be established to dispatch First Responders to life threatening emergencies. Acadian Ambulance's experience of twenty-nine (29) years clearly demonstrates the value of networking with all available agencies to provide first response. A functional first response network consistently minimizes primary care delays and enhances critical patient outcomes.

DISASTER PLAN AND SYSTEM OVERLOAD

No community is totally resistant from the potential for mass casualty incidents (MCI) to occur. During mass casualty incidents, even the most sophisticated and well prepared emergency medical service system may be stressed to its maximum by such an event. Acadian Ambulance will develop, implement, and adhere to a clearly defined MCI response plan that will optimize the use of all available resources, both internally and externally. Additional Acadian Ambulance resources (eight (8) ambulances and two (2) Air Medi helicopters) will be available for MCI support in less than one (1) hour from our Louisiana operations.

Acadian will extend its full support to the Office of Emergency Preparedness to help develop a comprehensive disaster plan appropriate to the sole provider arrangement. It is Acadian Ambulance's intent to effectively manage the challenging circumstances of mass casualty and disaster incidents.

A complete disaster plan policy is provided as an attachment in this section.

COMMUNICATIONS PLAN

Emergency Medical Dispatch Center

Located in the heart of South Louisiana, the central communications center in Lafayette has received national recognition for its unsurpassed computer technology and professional staffing. Dedicated in 1987, the computer aided dispatch (CAD) center streamlined the task of deploying Acadian's ambulances and Air Med helicopter fleet. The computers and software vastly enhanced emergency medical communication and enabled Acadian to provide a more efficient service to the citizens of South Louisiana.

Our most recent upgrade is a $2.5 million dollar project. The improvements have substantially enhanced patient services by increasing the company's productivity and efficiency. The new central computer system with mobile data terminals in the ambulances linked to the central computer, a tracking system using satellite technology which will immediately show dispatchers the ambulances closest to an emergency scene, and a new alpha-numeric paging system, known as wide-area paging, gives medics extensive information read-outs even when they are out of the ambulance. In addition to the computer-assisted capability to instantly access patient information, Acadian is working with hospital emergency rooms in the service area to provide a link with their information systems, so that important medical data can be transferred from the ambulance to the emergency room.

The new central computer-assisted system has the capability of immediately providing on the computer screen important patient information when a call is received. This provides medics with instant access to specific directions to difficult to reach locations, medical histories, major health concerns, insurance information and other important data.

All requests for ambulance service are received and coordinated in the central communications center in Lafayette. Residents of Jackson County access the EMS system by dialing 911 and they are trunked into the center via telephone interconnect. Acadian Ambulance may also be contacted for non-emergency ambulance transportation by calling a local seven digit number.

Acadian Ambulance will develop and utilize a local emergency backup dispatch center in the event communications with its central communications center becomes dysfunctional for any reason. The local emergency backup dispatch center will have the capability of being operational within minutes of an identified problem. The local emergency backup dispatch center will be able to receive emergencies and non-emergencies with all local agencies, and dispatch all Jackson County ambulances.

Professional Communications Staff

The communications center is manned by a team of competent medical professionals that have been specifically trained in modern priority dispatch. The medics have received national certification as Emergency Medical Dispatchers (EMD) which is a 24 hour course of instruction in emergency prioritization and utilization of Clawsen's Protocol. This protocol allows the dispatchers to accurately question the caller, provide more pertinent information to the responders, give direct aid to patients through the callers in a safe and efficient manner and make sound, sensible decisions about EMS responses. The system allows for pre-planned, safer responses with fewer red lights and siren responses, proper utilization of ambulances, an fuel and energy savings.

It is Acadian Ambulance's intent to employ local (Jackson County) team members to man the Jackson County dispatch console in the central communications center. This has been accomplished for all of Acadian's existing coverage areas and has proven extremely beneficial to enhance our emergency response in these areas.

Radio Communications Network

Acadian will develop and locate a strategically placed radio transmitter that will cover all areas in Jackson County. The site will operate on VHF frequencies and serve as primary radio communications from the ambulances to the central communications center. Cross communications with hospitals, law enforcement agencies, and other emergency agencies will be available as well.

Mobile Data Terminals

Acadian Ambulance will develop and utilize mobile data terminals in all ambulances. This sophisticated computer system will allow the central communications center to exchange call and patient information with each ambulance with the push of a button or click of a mouse. This system eliminates ninety (90) percent of all voice communication between the central communications center and each ambulance. It also provides all of the information to the ambulance team that has been captured by the central communications center.

Cellular Communications

The installation of cellular phones to the ambulances provides an even more efficient means of communication. With the phones, physicians and emergency rooms can be contacted for consultation concerning a patient, and when appropriate two or more physicians can be linked in a conference call from the ambulance. The cellular phones provide effective coverage throughout the service area and beyond on long distance transports.

Vehicle Locating System

Each ambulance will be equipped with GPS units (Global Positioning Satellite). Each unit automatically transmits its latitude and longitude to the central communications center at different intervals ranging from 30 seconds to 10 minutes depending on their status. Once this information is received into the central communications center's computer server, an icon representing the unit is placed on the dispatch map. A dispatcher can visually see the location of each of his/her units. When a call is to be dispatched, the computer realizes the location of the call and displays the mileage of the closest units to the call. The dispatch computer also recommends the closest unit to be dispatched and the dispatcher has the responsibility to accept or reject the recommendation.

Fleet Maintenance

It is the policy of Acadian Ambulance Service, Inc. to provide service in ambulance vehicles that are mechanically sound and cosmetically appealing.

Chassis cabs will be replaced when the odometer registers 250,000 miles, or when repair cost of body or mechanical damage is deemed excessive.

Ambulance modules will be replaced after the useful life has been met. This will be determined in an on-going manner and will include consideration of functional ability, structural integrity, cosmetic repair, etc.

The Fleet Maintenance Department of Acadian Ambulance Service, Inc. operates under a comprehensive preventive maintenance program, which is driven by mileage. Scheduled periodic inspections and repair work are performed at intervals of 5,000 miles on the ambulance chassis and module. A Preventive Maintenance procedure listing is attached.

A local full time maintenance facility will be developed and implemented to address any periodic inspections or repair work as needed.

Electronic Maintenance

Acadian Ambulance Service, Inc. utilizes internal technical support personnel to assure that all communications systems remain functional and in good working order at all times.

Scheduled and unscheduled maintenance, repair, or system changes will be at the direction of the Senior Vice President of Communication and Information Systems.

Internal technical support personnel are available twenty-four hours per day from our in-house Information Systems and Acadian Communications will be the resource for the majority of required maintenance and repair.

Acadian Ambulance maintains other outside contractual relationships with outside consultants to provide additional support systems when necessary.

Replacement of Equipment with First Responders

First Responder agencies involved in the delivery of emergency medical services in cooperation with Acadian Ambulance will be provided replacement expendable items at the time of service. The ambulance crew will make every effort to replenish any supplies that may have been used prior to our arrival or during the course of the call. Non-expendable equipment used during transport will be returned to the First Responder agency as soon as practically possible.

Mutual Aid Agreement

If chosen Acadian Ambulance will work closely with adjacent providers and agencies to develop a clear agreement for mutual aid. Acadian currently has and maintains mutual aid agreements in all other service areas.

Disaster Plan

MASS CASUALTY INCIDENT & DISASTER RESPONSE

POLICY:

Throughout the Acadian Ambulance service area, there exists a significant potential for mass casualty incidents (MCI) to occur. Major air traffic, a multitude of industrial sites, school and commuter transportation, and the frequent occurrence of weather disasters such as hurricanes are ever present risks for mass casualty incident.

As even the most sophisticated EMS service may be stressed to its maximum by such an event, Acadian Ambulance Service, Inc. shall implement and adhere to a clearly defined plan that optimizes use of available internal and external resources to effectively manage the challenging mass casualty incident.

PROCEDURE:

Communication Center Procedure for MCI

1. Obtain estimated number of injuries
2. Classify and deploy plan according to levels outlined
3. Identify what agency is in charge of scene and name of person in command
4. Identify location of command center
5. Identify name of AASI control officer
6. Communication Center to assist control officer with distribution and tracking of patients to hospitals
7. Consider Air Med fly over for aerial viewing by control officer or commander to evaluate scene when appropriate

Levels of Response

Level 3 Classification: 5-10 Injuries

Dispatch

- Appropriate number of ambulances from immediate or adjacent dispatch zones
- Appropriate PFS sprint vehicle and/or closest Paramedic Field Supervisor (PFS)
- Air Med if needed (consider multiple helicopter response)
- First responders / fire department / law enforcement

Notify

- Hospital
- Area Vice President, Operations (VPO)
- Safety coordinator if needed (hazardous scene, etc.)
- Media

Level 2 Classification: 11-30 Injuries

Dispatch

- Appropriate number of ambulances from immediate or adjacent dispatch zones
- Appropriate PFS sprint vehicle and/or closest PFS
- Air Med if needed (consider multiple helicopter response)
- First responders / fire department / law enforcement

Notify

- Hospital
- Area VPO
- Safety coordinator if needed (hazardous scene, etc.)
- MCI team via system page:
    1) Exec. VP/COO
    2) VP Ops./Comm. Ctr,
    3) VPO's
    4) VP/PR & Marketing
    5) VP/Air Services
    6) Chief Medical Officer
    7) Safety Coordinator
    8) Critical Incident Stress Debriefing Team (CISD)

  The page should include a brief description of the event in progress. Team members will address the role their department should play in the event.
- Media

Level 1 Classification: More than 30 Injuries

Dispatch

- Appropriate number of ambulances from immediate or adjacent dispatch zones
- Appropriate PFS sprint vehicle and/or closest PFS (consider multiple supervisor response)
- Air Med if needed (consider multiple helicopter response)
- First responders / fire department / law enforcement

Notify

- Hospital
- Area VPO
- Safety coordinator if needed (hazardous scene, etc.)
- MCI team via system page:
- MCI team via system page:
    1) Exec. VP/COO
    2) VP Ops./Comm. Ctr,
    3) VPO's
    4) VP/PR & Marketing
    5) VP/Air Services
    6) Chief Medical Officer
    7) Safety Coordinator
    8) Critical Incident Stress Debriefing Team (CISD)

  The page should include a brief description of the event in progress. Team members will address the role their department should play in the event.
- Media

Person in Charge

Chief executive of the town, city, or parish - has both the responsibility and full authority.

He/she is accustomed to delegating authority and is rarely trained in line command of fire, police, rescue, or EMS matters, therefore there is usually a clear division of responsibility and a minimum of conflicting orders.

This public official remains in charge unless the governor formally declares a state of emergency, in which case the governor and appropriate state agencies assume the responsibility and take command.

The fire chief is in charge of fire prevention and suppression, as well as all fire personnel.

The police chief is in charge of crowd control, traffic, civil order and all police personnel.

The rescue chief is in charge of providing entry to the site and egress for the removal victims, as well as all rescue personnel.

The chief EMS officer (Control) - is in charge of patient care, triage, transportation, and all EMS personnel.

Authority over EMS patient care belongs to the EMS provider that has primary, daily service responsibility for that area.

Field Protocol:

Upon arrival of first ambulance crew on-scene:

1. Position the unit within safe proximity of the scene.
2. Perform a rapid assessment of the scene and estimate the number of victims. Notify Communication Center as soon as possible to advise of the resources needed to manage the situation.
3. The highest trained and most senior medic will assume the role of acting control as the other crew member begins the primary survival scan process.
4. The medic in control will request assistance from fire department and law enforcement personnel to assist with patients as needed.
5. As additional units and manpower arrive, the medic in command will direct them to continue the primary survival scan process, begin triage and appropriate treatment until the designated Control Officer arrives.

The Primary Survival Scan:

In daily EMS operations, patients are treated on the basis of urgency. This continues in an MCI, however, the patient's ability to survive is also taken into account. The categories of triage are as follows:

Red Category - First priority, most urgent patients are those who have injuries that are such that shock and/or hypoxia is present or imminent, who can be stabilized without

the need for constant care, and have a high probability for survival with that stabilization.

Yellow Category - Second priority, urgent patients are transported after the red category patients. There are two types of yellow category patients, both with equal second priority urgency. Yellow category patients are those whose injuries have systemic implications, but are not yet in shock or hypoxia, who will decline without intervention, and can stand to wait 45-60 minutes in the field without immediate life risk. The Yellow Prime category patient is the catastrophically injured patient whose chance of survival is very poor regardless of the care received. It is important to remember that this patient is not abandoned or left as if non-urgent.

Green Category - Third priority, non-urgent patients with minimal injuries who can wait for several hours until receiving definitive care.

Black Category - Lowest priority, dead, non-urgent patients are all unresponsive patients who have no spontaneous circulation.

Respiratory arrests are treated only to the extent of opening the victim's airway. Cardiopulmonary arrests are treated as DOA's and are left as dead.

Once all victims have received primary survival scans, then rescuers place all victims into triage categories. After all victims have been triaged, they are then moved into a field collecting station by priority order for further stabilization and to await transportation to the hospital.

As the patients are carried into the collecting station, they are re-triaged and placed into rows of the same category patients reds, yellows, yellow primes, and greens. The black category patients are not brought into the collecting station, but are brought into a make-shift morgue at the disaster scene. The make-shift morgue should be out of sight of the live patients within the collecting station. The patients are constantly re-triaged and conditions up-dated within the individual rows of the collecting station.

When transportation is begun, reds are transported two at a time until all reds have been moved to the hospital. Then a yellow prime and a yellow patient are moved to the hospital. Finally, the greens are moved.

Arrival of designated Control Officer:

The initial medic in command is to give a verbal report to the Control Officer and then assume the role of Assistant to the Control Officer.

Responsibilities of additional units and personnel upon arrival:

- Report immediately to the designated Control Officer for assignment.
- Once assigned, carry out tasks quickly and without questions.
- Do not unload your unit—Transportation Officer will handle this.

The Control Officer:

The designation of the Control Officer will be considered the first Paramedic Field Supervisor (PFS) or trained alternate to arrive on-scene. The authority of the Control Officer is for overall control of medical operations at the MCI scene. He/she will coordinate operations with the fire chief, ranking law enforcement and rescue personnel on-scene.

Specific responsibilities will include:

1. Quick assessment of the situation to confirm the level of the initiated response is adequate to manage the situation.

2. Designate and assign Safety, Triage and Transportation Officers as trained PFS's and/or alternates arrive. The Control Officer may fill these positions until additional personnel are available.

3. Assign tasks as man-power and other resources arrive.

4. Designate staging & collecting stations.

5. Responsible for all communications between scene and the Communication Center.

6. Coordinate requests for manpower, supplies, and transportation with Transportation Officer and Triage Officer.

7. Maintain the safety of EMS personnel.

8. Coordinate Air Med efforts, including a possible "fly over" to fully assess the scene (possibly coordinated with law enforcement).

9. Tag "removals" from the scene for the benefit of the police.

Equipment needed:
1. Portable VHF radio and cellular telephone
2. Clipboard with paper
3. Triage tags
4. Hat/Vest for identification as the Control Officer

Triage Officer:

The Triage Officer designated by the Control Officer is the next arriving Paramedic Field Supervisor (PFS) or an alternate trained in MCI response. The Triage Officer is authorized to direct and control triage activities. He/she reports directly to the Control Officer.

Specific responsibilities include:

1. Assignment of triage teams.
2. Coordinating the movement of victims to the collecting station in order of priority.
3. Task and job assignments within the collecting station(s).
4. Continuously triage victims in the collecting station; reassigning priorities as necessary.
5. Supervise medical care of victims awaiting transportation.
6. Assigning transportation priorities.

Equipment needed:

1. Portable VHF radio and cellular telephone
2. Clipboard with paper
3. Triage tags
4. Hat/vest for identification.

Transportation Officer:

The Transportation Officer designated by the Control Officer a PFS or alternate trained in MCI response. The Transportation Officer is authorized to take charge of all ambulances and equipment on-scene and in the staging area. He/she reports directly to the Control Officer.

Specific responsibilities include:

1. Command of transport vehicles involved with the MCI.
2. Direct unloading of equipment from units and distribution at MCI scene and collecting station.
3. Coordinate with the Triage Officer to move victims from the scene in order of priority.
4. Coordinate with receiving hospitals by radio to ensure that victim distribution is as even as practically possible.

Equipment needed:

1. VHF and cellular radio
2. Clipboard with manila envelope attached
3. Triage tags
4. Hat/vest for identification

Hospital Coordinator:

The Hospital Coordinator, designated by the VPO, where practical, should be an EMD in the Communication Center. The Hospital Coordinator is assigned to conduct radio communications between the receiving hospitals and the scene.

Specific responsibilities include:

1. Advise the Transportation Officer of hospital's ability to handle additional injuries.
2. Relay ETA of incoming units, and number and severity of injuries to hospitals.
3. Coordinate needed supplies transfer from hospital to the scene.
4. Coordinate with Acadian Ambulance operations for manpower to assist at hospital.
5. Notify the hospital upon termination of MCI.

Safety Officer:

The Safety Officer is designated upon arrival by the Control Officer, and should be a PFS or an alternate trained in MCI response. He/she is charged with the responsibility of securing and maintaining the safety of EMS personnel at the MCI scene. The responsibilities of the Safety Officer may be incorporated into those of the Transportation Officer if the incident is more confined and relatively small.

Specific responsibilities include:

1. Ensure that EMS personnel are not operating in an environment that is dangerous due to hazardous materials, fire or explosion hazards, electrical hazards, etc.
2. Ensure that appropriate patient carrying and handling techniques are used at all times.
3. Ensure that appropriate personal protective equipment (PPE) is utilized if deemed necessary.
4. Work with Transportation Officer to ensure safe parking of ambulances.
5. Ensure that all EMS personnel are following universal blood borne pathogen precautions at all times.
6. Ensure that all units and equipment released from the incident have been properly cleaned and disinfected.
7. Act as liaison for Acadian Ambulance Safety Department.

Equipment needed:

1. Portable VHF Radio and Cellular telephone
2. Clipboard with safety check-off sheets
3. Hat/vest for identification

Vice President of Operations

The Vice President of Operations has overall command of Acadian Ambulance operations during the incident. He/she will oversee the allocation of available resources for managing and supporting the MCI scene.

Responsibilities include but are not limited to:

1. Respond to the Communications Center upon notification
2. Monitor communications with the MCI scene
3. Activate additional support for the Communications Center
4. Activate additional support for the MCI scene and/or normal company operations
5. Assist and interact with outside agencies
6. Keep administration abreast of MCI activities
7. Monitor the possible needs of deploying additional personnel or management staff at command posts or emergency operations centers
8. Provide logistical support in locating and coordinating supplies and equipment to the MCI scene
9. Support Vice President of Public Relations & Marketing with media relations
10. Remain flexible and troubleshoot problem issues as they occur

Available Administrative and Management staff will be deployed to the following areas:

1. Command Post near MCI
2. Emergency Operations Center
3. Communication Center

4. Provide logistical support in locating and coordinating supplies and equipment for the MCI scene.
5. Media relations; support Vice President of Public Relations and Marketing.

For each position, there should be a clear ordering of those able to fill it, with a ranking such as First Deputy Control, Second Deputy Control, etc. This assures availability of an individual for each position and avoids conflicts.

It must be clear that only one person fills the position at any one time. These officers should be selected from the operations executives and training officers of the EMS provider. The choice should be based on individual skills, qualifications, and relationships.

Termination of the Mass Casualty Incident:

As the resources required to manage the mass casualty incident place a severe burden on the operations of Acadian Ambulance, the event will not be considered complete until all termination procedures are conducted. Termination procedures generally include:

1. Notify hospitals of termination of MCI
2. Collect equipment and resupply units and designate assignment of personnel
3. The Critical Incident Stress Management (CISM) team assumes coordination of debriefing of affected personnel.
4. Complete required documentation of patient records.
5. Complete incident critiques.

BOARD OF SUPERVISORS

Jackson County, Mississippi

George Touart, County Administrator
Post Office Box 998
Pascagoula, Mississippi 39568

October 5, 2000

Mr. Daniel Domingue
Executive Vice President
Chief Administrative Officer
Acadian Ambulance & Air Med Services
P.O. Box 98000
Lafayette, LA 70509-8000

FAX: 318-267-1591

Dear Mr. Domingue:

I have been asked by the Board of Supervisors to submit the following questions concerning your proposal for ambulance service in Jackson County.. If you have any questions, please give me a call. Please fax your response back to me by Friday, October 6.

1. Please explain in detail your position on the subsidy from Jackson County.
2. Please explain your membership program.
3. What additional services, such as support for athletic events, will be offered?
4. Will you agree to hire local employees?
5. How will you maintain your fleet of ambulances that will be serving Jackson County?
6. In case of larger emergencies, where would you draw support for additional ambulances?
7. Please explain again your dispatch.
8. Please furnish references.

Thank you very much for your cooperation concerning this request.

Sincerely,

George Touart
County Administrator

GT:ej

Acadian
Ambulance & Air Med Services

P.O. Box 98000 · Lafayette, LA · 70509-8000

EMPLOYEE OWNED

AMBULANCE DISPATCH
911
800-259-1111

ADMINISTRATION
337-291-3333
800-259-3333

BILLING
800-259-2222

October 6, 2000

Mr. George Touart
Country Administrator
Jackson County Board of Supervisors
P.O. Box 998
Pascagoula, MS 39568-0998

Dear Mr. Touart:

In response to your request by the Board of Supervisors, attached is the answer to the eight (8) questions posed to our company concerning our proposal for ambulance service to Jackson County.

Should any of the county supervisors have any additional questions concerning our proposal, or follow-up to the correspondence dated October 5th, please do not hesitate to call me at 337-291-1582.

On behalf of Acadian Ambulance Service, Inc. and its over 1300 employee-owners, I would like to thank you and the other members of the Board of Supervisors for the opportunity to serve Jackson County.

Sincerely,

Daniel J. Domingue

Daniel J. Domingue
Chief Administrative Officer
Executive Vice President

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attachments

1) Please explain in detail your position on the subsidy from Jackson County.
Acadian Ambulance and Air Med Services requested no subsidy from Jackson County for the operation of ambulance service.

2) Please explain your membership program.
For a low annual fee of $60, membership covers the applicant, spouse and resident children up to 21 years of age (23 if still attending school) who have never been married.

Medicare recipients with supplemental insurance pay a low annual fee of $48. To qualify for the $48 membership fee, those covered by Medicare and a supplemental insurance policy must provide information on the application form.

What does your Acadian Membership cover?

- A twenty percent discount on billed charges.
- Medical history of members supplied to Acadian is kept on file for use in case of sudden illness of injury. Acadian's ambulances are equipped with computers which allow for fast transmittal of information from the Acadian communications center.
- Directions to the homes of Acadian members are maintained on files within the Acadian system. Computer access to directions can be critical in times of sudden illness or injury.
- Acadian keeps records on the type of insurance members carry
- Acadian will file the necessary claim for ambulance transportation for members who have private insurance coverage and for those covered by Medicare or Medicaid.

Being a member of Acadian Ambulance Service does not take the place of having insurance coverage because an Acadian membership is not an insurance policy. Acadian Ambulance Service members are obligated to pay a portion of the discounted fee for ambulance transportation beyond the twenty percent discount, so having private insurance, Medicare or Medicaid coverage can be important in covering some of all of the remaining eighty percent. Insurance coverage is a key to helping keep your health care costs down, including medical transportation costs.

If you have insurance coverage, Acadian Ambulance Service will take an assignment of your rights under your policy and collect from the insurance company for the covered medical transportation services provided to you. Many insurance policies do not cover trips to doctor's offices, even if authorized by the physician. Acadian Ambulance members are responsible for payment up to the eighty percent of all costs not covered by insurance. We encourage all Acadian members to carry private health insurance with medical transportation coverage.

3) What additional services, such as support for athletic events, will be offered?
As our corporate commitment to the communities we propose to serve in Jackson County, Acadian Ambulance will provide standby services for community fairs; festivals, athletic events, or community gatherings.

In addition to standby services, Acadian Ambulance Service financially supports and sponsors many community events and charitable causes.

High School and Collegiate Athletics:
Acadian Ambulance provides standby ambulance service for every high school and college football game held in our service area.

Acadian TEAM program:
"Team Excellence in Athletics Membership" program, extends ambulance membership benefits to any high school football player injured and transported. Services rendered at no direct cost.

Other Athletic Events:
Little league baseball, soccer, and running events as well as other athletic events are also covered.

Fairs and Festivals:
There are many other community events we provide standby services for at no charge to the communities we serve.

Chambers of Commerce:
Another major way in which we participate in the communities we serve is by active participation in the Chamber of Commerce in every community we serve. Our staff has been very involved in the various Chambers as officers, board members, and committee members.

Governmental Relations Coordinator Program (GRC):
The GRC's attend Police Jury, Parish Council, and City Council meetings on a monthly basis. This allows us to stay on top of any constituent concerns that may be communicated to any parish official and to stay on top of the major issues confronting the communities we serve.

United Way:
We encourage our staff to give their "fair share" by making annual presentations on the United Way and the programs they support having an annual drawing for a vacation package for any "fair share" givers and having departmental drawings for dinners for all participants.

Last year employees throughout the company pledged $81,677.52 along with company fundraisers and corporate donations for a total of $119,477.52 to United Way.

Since our 1996 campaign, Acadian has been designated as a PaceSetters Company, which recognizes Acadian Ambulance as one of the major corporate contributors to United Way. Pace Setter companies solicit funding for UGF organizations in advance of the actual campaign to "set the pace" for other corporate contributors to heighten awareness and stimulate participation.

Listing of major community education activities:

- "What to do until the ambulance arrives" lectures/demonstrations
- "Andre", the Acadian Ambulance robot for children
- First Responder training for public agencies
- Basic First Aid instruction
- CPR instruction

EMS Apprentice Programs:
The program began as a method of recruiting at an EMT level. The students work ten hours a week at Acadian on various assignments, which will prepare them for future employment.

Explorer Post Programs:
Acadian also proudly supports the efforts of the Boy Scouts of America, by sponsoring Explorer Scouting Programs throughout Acadian's service area. Young adults learn medical skills, gain experience and build professional relationships that help them to make good career decisions.

4) Will you agree to hire local employees?
If chosen as the provider of ambulance service for Jackson County, it is the intention of Acadian Ambulance to employ as many local emergency medical team members as possible. Investigations of credentials, driving records, criminal history, and drug screenings are standard practice during hiring procedures. A list of all employees with the information listed above along with training, experience, and work history information will be provided to the Emergency Medical Services District, as required, prior to commencement of service operations.

5) How will you maintain your fleet of ambulances that will be serving Jackson County?
It is the policy of Acadian Ambulance Service, Inc. to provide service in ambulance vehicles that are mechanically sound and cosmetically appealing.

Chassis cabs will be replaced when the odometer registers 250,000 miles, or when repair cost of body or mechanical damage is deemed excessive.

Ambulance modules will be replaced after the useful life has been met. This will be determined in an on-going manner and will include consideration of functional ability, structural integrity, cosmetic repair, etc.

The Fleet Maintenance Department of Acadian Ambulance Service, Inc. operates under a comprehensive preventive maintenance program, which is driven by mileage. Scheduled periodic inspections and repair work are performed at intervals of 5,000 miles on the ambulance chassis and module. A Preventive Maintenance procedure listing is attached.

A local full time maintenance facility will be developed and implemented to address any periodic inspections or repair work as needed.

6) In case of larger emergencies, where would you draw support for additional ambulances?
No community is totally resistant from the potential for mass casualty incidents (MCI) to occur. During mass casualty incidents, even the most sophisticated and well-prepared emergency medical service system may be stressed to its maximum by such an event. Acadian Ambulance will develop, implement, and adhere to a clearly defined MCI response plan that will optimize the use of all available resources, both internally and externally.

Internally, it is the intent of Acadian Ambulance to enhance mass casualty response by assisting with the development and utilization of a comprehensive First Responder network. Acadian Ambulance will provide First Responder instruction to all municipal and volunteer fire departments and law enforcement agencies free of charge. Response protocols will be established to dispatch First Responders to mass casualty incidents. Further, Acadian will extend its full support to the Office of Emergency Preparedness to help develop a comprehensive disaster plan appropriate to the sole provider arrangement.

In addition, the Acadian Ambulance operations plan calls for a response deployment schedule providing for as many as seven (7) ambulances available during a twenty-four (24) hour period. Besides this rapid response plan, Acadian will maintain additional ambulance vehicles fully equipped and locally based, ready to respond in a secondary response plan due to a mass casualty incident. These additional ambulances would be immediately staffed by off duty Acadian employees accessed by an emergency pager system.

Externally, Acadian also has the ability to redirect additional ground ambulances from a large ambulance operation in the Louisiana Parishes of Jefferson, Orleans, and St. Tammany. Air Med helicopter service would immediately be activated from the Baton Rouge and Houma, Louisiana air bases and moved into Jackson County. This fleet of additional emergency vehicles will be available for mass casualty support in less than one (1) hour from our Louisiana operations.

An aggressive expansion plan in 2001 in the State of Mississippi and Alabama will further strengthen our mass casualty response as our operations continue to grow and additional resources added throughout the south.

7) Please explain again your dispatch?

The central communications center is located in Lafayette and has received national recognition for its unsurpassed computer technology and professional staffing. Dedicated in 1987, the computer aided dispatch (CAD) center streamlined the task of deploying Acadian's ambulances and Air Med helicopter fleet. The computers and software vastly enhanced emergency medical communication and enabled Acadian to provide a more efficient service to the citizens of Louisiana.

The central computer system with mobile data terminals in the ambulances linked to the central computer, a tracking system using satellite technology which will immediately show dispatchers the ambulances closest to an emergency scene, and a new alpha-numeric paging system, known as wide-area paging, gives medics extensive information read-outs even when they are out of the ambulance. In addition to the computer-assisted capability to instantly access patient information, Acadian is working with hospital emergency rooms in the service area to provide a link with their information systems, so that important medical data can be transferred from the ambulance to the emergency room.

The central computer-assisted system has the capability of immediately providing on the computer screen important patient information when a call is received. This provides

medics with instant access to specific directions to difficult to reach locations, medical histories, major health concerns, insurance information and other important data.
All requests for ambulance service will be received and coordinated in the central communications center in Lafayette. Residents of Jackson County access the EMS system by dialing 911 and they are trunked into the center via telephone interconnect. Acadian Ambulance may also be contacted for non-emergency ambulance transportation by calling a local seven-digit number.

Acadian Ambulance will develop and utilize a local emergency backup dispatch center in the event communications with its central communications center becomes dysfunctional for any reason. The local emergency backup dispatch center will have the capability of being operational within minutes of an identified problem. The local emergency backup dispatch center will be able to receive emergencies and non-emergencies with all local agencies, and dispatch all Jackson County ambulances.

Professional Communications Staff
A team of competent medical professionals that have been specifically trained in modern priority dispatch mans the communications center. The medics have received national certification as Emergency Medical Dispatchers (EMD) which is a 24 hour course of instruction in emergency prioritization and utilization of Clawsen's Protocol. This protocol allows the dispatchers to accurately question the caller, provide more pertinent information to the responders, give direct aid to patients through the callers in a safe and efficient manner and make sound, sensible decisions about EMS responses. The system allows for pre-planned, safer responses with fewer red lights and siren responses, proper utilization of ambulances, and fuel and energy savings.

It is Acadian Ambulance's intent to employ local (Jackson County) team members to man the Jackson County dispatch console in the central communications center. This has been accomplished for all of Acadian's existing coverage areas and has proven extremely beneficial to enhance our emergency response in these areas.

Radio Communications Network
Acadian will develop and locate a strategically placed radio transmitter that will cover all areas in Jackson County. The site will operate on VHF frequencies and serve as primary radio communications from the ambulances to the central communications center. Cross communications with hospitals, law enforcement agencies, and other emergency agencies will be available as well.

Mobile Data Terminals
Acadian Ambulance will develop and utilize mobile data terminals in all ambulances. This sophisticated computer system will allow the central communications center to exchange call and patient information with each ambulance with the push of a button or click of a mouse. This system eliminates ninety (90) percent of all voice communication between the central communications center and each ambulance. It also provides all of the information to the ambulance team that has been captured by the central communications center.

Cellular Communications
The installation of cellular phones to the ambulances provides an even more efficient means of communication. With the phones, physicians and emergency rooms can be contacted for consultation concerning a patient, and when appropriate two or more

physicians can be linked in a conference call from the ambulance. The cellular ph provide effective coverage throughout the service area and beyond on long dist transports.

Vehicle Locating System

Each ambulance will be equipped with GPS units (Global Positioning Satellite). Each automatically transmits its latitude and longitude to the central communications cente different intervals ranging from 30 seconds to 10 minutes depending on their sta Once this information is received into the central communications center's compu server, an icon representing the unit is placed on the dispatch map. A dispatcher visually see the location of each of his/her units. When a call is to be dispatched, computer realizes the location of the call and displays the mileage of the closest units the call. The dispatch computer also recommends the closest unit to be dispatched a the dispatcher has the responsibility to accept or reject the recommendation.

8) Please furnish references.

Please see page numbers 7 through 10.

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JACKSON COUNTY, MISSISSIPPI
ORDINANCE FOR AMBULANCE SERVICE

SECTION 1: STATEMENT OF PURPOSE AND INTENT

Jackson County, Mississippi (the "County") has elected to adopt the following Ordinance in order to obtain for its citizens the following advantages: (1) access to emergency medical services of superior quality, quantity, and economic stability; (2) economies of scale and cost containment; and (3) access to disaster response capabilities superior to those which would otherwise be available.

SECTION 2: DEFINITIONS

2.01 ADVANCED LIFE SUPPORT (or ALS) AMBULANCE SERVICE - Advanced Life Support Ambulance Service means the level of service attained when (i) the Ambulance Service Provider is licensed as an advanced life support ambulance service by the Mississippi State Department of Health and (ii) the Ambulance Service Provider's vehicles are permitted as advanced life support vehicles by the Mississippi State Department of Health and each Ambulance is occupied by at least one person certified as an EMT-Paramedic by the Mississippi State Department of Health, one person licensed as a pre-hospital registered nurse by the Mississippi State Board of Nursing or one person licensed as a physician by the Mississippi State Department of Health.

2.02 AMBULANCE - Ambulance means any vehicle which is designated and equipped to transfer ill or injured persons in a reclining position to or from health care facilities.

2.03 AMBULANCE SERVICE PROVIDER - Ambulance Service Provider means a person or organization, governmental or private, which operates one or more Ambulances.

2.04 CONTRACT ADMINISTRATOR - Contract Administrator is an individual designated by the County to administer the Operations Contract. All communications between the County and the Operations Contractor will take place through the Contract Administrator. The Contract Administrator shall be the Jackson County Administrator or his designee.

2.05 EMERGENCY TRANSPORT CALL - Emergency Transport Call means a call for Emergency Ambulance Response to a situation where there is a potential patient that is presumptively classified as having an Emergency Medical Condition.

(a) Emergency Medical Condition means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain, psychiatric disturbances and/or symptoms of substance abuse) such that the absence of immediate medical attention could

reasonably be expected to result in (i) placing the patient's health in serious jeopardy, (ii) serious impairment to bodily functions, or (iii) serious dysfunction of any bodily organ or part.

(b) Emergency Ambulance Response means an ambulance responding in the Emergency Mode, requiring the least amount of time practicably attainable, in response to a situation in which there is a high probability that a patient with an Emergency Medical Condition may exist and action by emergency personnel may reduce the seriousness of the situation.

(c) Emergency Mode requires use of headlights and emergency warning lights continuously while the vehicle is mobile. The siren must also be used with headlights and emergency warning lights when driving maneuvers are executed that would otherwise be prohibited or illegal for nonemergency situations. No such siren and emergency warning lights shall be used except when the vehicle is operated pursuant to an Emergency Ambulance Response. All Ambulances responding to an Emergency Transport Call shall respond in the Emergency Mode.

(d) Emergency Facilities are those which include as part of their mission providing for the treatment of patients with life- or limb-threatening conditions. They meet or exceed the Emergency Care Guidelines of the American College of Emergency Physicians and they receive ambulance patients with Emergency Medical Conditions.

(e) Ambulatory Care Facilities provide primary medical care services and may be accessible without prior doctor-patient relationship or without an appointment. In general, ambulatory care facilities do not solicit patients with Emergency Medical Conditions, nor patients requiring emergency ambulance transport.

(f) Emergency Transport Call Time Measurements - The following standard definitions shall be used as time measurements for all ambulance providers licensed pursuant to this Ordinance. All times shall be recorded in hours, minutes and seconds.

(1) Fractile Response Time. Percentile of a specific category of requests for ambulance service that are appropriately answered within a stated response time goal or standard.

(2) Call Received Time. When the EMS telecommunicator has received essential call information (e.g. call-back number, location of call, chief complaint or nature of problem; or if the initial location information is obtained from a 911 data base, confirmation that the patient's location is the same as that of the caller or confirmation of the patient's actual location).

(3) Unit Alert Time. Elapsed time measurement to alert / initiate dispatch after the information listed in "Call Received Time" has been obtained.

(4) Out-of-Chute Time. The mobilization phase. This stage begins with acknowledgment of notification of assignment to a specific call by the communications center.

(5) Travel Time. The response phase. This stage begins when the unit declares itself enroute to an assignment, and ends when the unit declares itself at the assigned location.

(6) On-Scene Time. The treatment phase. This stage begins when the unit declares itself on-scene, and ends when the unit declares itself to be enroute to a destination.

(7) Response Ready Hospital Down Time. The exchange of care phase. This stage begins when the unit declares itself at the transport destination, and ends when the unit declares itself to have the minimum essential equipment and staff necessary to respond to the next emergency call. It does not necessarily mean that the unit has completed all of its post-call tasks after delivering the patient.

(8) Hospital Turn Around Time. This state begins when the unit declares itself at the transport destination, and ends when the unit has completed all of its post-call tasks and is ready to leave the destination.

(9) Time on Task. The whole call. This stage includes all aspects of the assignment from Unit Alert to Available for another assignment after completion of all post-call tasks.

2.06 EMERGENCY MEDICAL SERVICES - Emergency Medical Services ("EMS") means the following pre-hospital and inter-hospital services:

(a) Access and Coordination - The answering and processing of telephone requests from the public for Ambulance or First Responder Services, including EMS dispatching, emergency and routine; the providing of medical pre-arrival instructions to callers by telephone; but excluding the process of 911 complaint-taking when the caller is immediately transferred to the EMS Control Center;

(b) First Responder Services - Those emergency service, excluding transportation, which are performed by a First Responder. The EMS Lead Agency shall establish minimum standards for training, continuing education and performance standards for First Responders.

(c) Medical Transportation - Ambulance services, both emergency and routine, including Patient assessment, transportation, and medical procedures performed on scene, in route, during inter-facility transport, or at an emergency receiving facility when performed at the request of the receiving physician;

(d) On-line Medical Direction - Instructions given by a Communications Resource facility as defined in the Rules and Regulations issued by the Division of EMS, Mississippi State Department of Health, to First Responders or ambulance personnel at the scene of an emergency, while in route to a hospital, or during an inter-facility Patient transfer. On-line Medical Direction in the County shall be sanctioned and coordinated by the EMS Lead Agency and the Off-Line Medical Director; and

(e) Off-line Medical Director - The Off-line Medical Director is the administrative medical director appointed by the EMS Lead Agency. His duties are as defined in the Mississippi EMS, The Law Rules and Regulations published by the State Board of Health.

2.07 EMS CONTROL CENTER - EMS Control Center is the facility operated by the EMS Lead Agency which serves as the central EMS communications center for the County.

2.08 EMS LEAD AGENCY - The EMS Lead Agency is the organization delegated the responsibility for coordinating all components and care aspects for the entire EMS system in the County. It will have the ultimate responsibility of providing this care alone or delegating part of this responsibility. It shall further be the responsibility of the EMS Lead Agency to constantly evaluate the response of all EMS support services in areas of appropriateness of prehospital care and medical control. The EMS Lead Agency shall also be authorized to develop and implement patient transportation and destination policies and guidelines. It shall sanction EMS continuing education activities, establish infection control standards for all prehospital EMS personnel, direct patient refusal procedures, and other EMS related activities. The EMS Lead Agency is authorized to enter into mutual aid agreements with other EMS, public safety and ancillary support agencies.

2.09 EXTRICATION - Extrication means removal from a difficult situation or position, e.g., removal of a patient from a wrecked vehicle or other place of entrapment. The fire department or other public safety agency that has jurisdiction shall be responsible for extrication.

2.10 FIRST RESPONDER - First Responder means any person, fire department unit, law enforcement unit, or non-transporting rescue unit capable of providing appropriate First Responder Service, excluding transportation.

2.11 LICENSING OFFICER - Licensing Officer means the individual designated by the County empowered to issue Permits, as defined in this Ordinance, in accordance with policies and procedures governing such issuance as set forth herein.

2.12 MEDICAL NECESSITY FOR THE SERVICE - Medical necessity is established when the patient's condition is such that use of any other method of transportation is contraindicated. In any case, in which some means of transportation other than an ambulance could be utilized without endangering the individual's health, whether or not such other transportation is actually available.

2.13 OPERATIONS CONTRACT - Operations Contract means a contract between an entity and the County to provide ALS Ambulance Service to the County in response to Emergency Transport Calls and Routine/Nonemergency Transport Calls within the County and to serve as the EMS Lead Agency.

2.14 OPERATIONS CONTRACTOR - Operations Contractor means the entity providing ALS Ambulance Service to the County in response to Emergency Transport Calls and

Routine/Nonemergency Transport Calls within the County and serving as the EMS Lead Agency pursuant to the Operations Contract.

2.15 PATIENT - Patient means an individual who is ill, sick, injured, wounded, or incapacitated, and who is in need, or is at risk of needing, medical care or assessment at the scene of a call and during transportation to or from a health care facility and who is or should be transported in a reclining position.

2.16 PERMIT - Permit means any of the permitting documents required to be obtained pursuant to this Ordinance, including the following:

(a) Ambulance Service License - Emergency and Nonemergency - Ambulance Service Providers responding to Emergency Transport Calls originating in the County shall be required to obtain an Ambulance Service License pursuant to this Ordinance. Ambulance Service Providers responding to Routine/Nonemergency Transport Calls that originate within the County shall be required to obtain an Ambulance Service License pursuant to this Ordinance.

(b) Ambulance Permit - Every Ambulance operated by an Ambulance Service Provider shall be required to obtain an Ambulance Permit subject to inspection and recommendation of the Licensing Officer, pursuant to this Ordinance.

2.17 RESCUE - Rescue means to free from a dangerous, destructive, or life-threatening situation (including life-threatening medical conditions) by prompt vigorous action. Search and rescue activities shall be the responsibility of the fire department or other appropriate public safety agency that has jurisdiction.

2.18 ROUTINE/NONEMERGENCY TRANSPORT CALL - Routine/Nonemergency Transport Call means a call for ambulance service which is not an Emergency Transport Call.

2.19 SYSTEM STANDARD OF CARE - System Standard of Care means the federal, state and local laws, and policies, rules, regulations and protocols of the EMS Lead Agency which establish standards governing all clinical and operational aspects of the EMS system in the County. Minimum requirements shall include, but not be limited to, the most current standards recommended by the Commission on Accreditation of Ambulance Services.

2.20 SYSTEM STATUS CONTROLLER - System Status Controller ("SSC") shall be an employee of the EMS Lead Agency and a person trained and competent as an EMS dispatcher. The minimum standard of training shall be the current edition of "Emergency Medical Services Dispatcher: National Standard Curriculum" as developed by the U.S. Department of Transportation, National Highway Traffic Safety Administration. In addition all SSCs must meet or exceed the minimum standards for training EMS telecommunicators as established by the Mississippi Board of Emergency Telecommunications Standards and Training. The SSC must demonstrate competency in (a) receipt and processing of calls for ambulance service, (b) dispatch and coordination of EMS resources, (c) provision of medical information, and (d) coordination with other public safety services. Only qualified SSCs shall be permitted to work in the EMS

Control Center.

2.21 SYSTEM STATUS PLAN - System Status Plan means the plan and protocols for staffing, deployment, and redeployment of Ambulances which is developed and utilized by an Ambulance Service Provider, and which specifies how many Ambulances will be staffed and available within the County each hour of the day, each day of the week, including the locations of available Ambulances (not assigned to calls) within the County, specified separately for each hour of the day, for each day of the week and the remaining number of Ambulances then available in the system, and including protocols for event-driven redeployment of those remaining Ambulances. The Operations Contractor is responsible for development and implementation of the System Status Plan.

SECTION 3: OPERATIONS CONTRACT: EMS DISTRICT

3.01 The County may enter into an Operations Contract with an entity, who upon execution of the Operations Contract shall become the Operations Contractor, to provide an all ALS Ambulance Service to the County in response to Emergency Transport Calls and Routine/Nonemergency Transport Calls within the County and to coordinate all components and care aspects for the entire EMS system in the County. The County shall designate the Operations Contractor to be the EMS Lead Agency. The Operations Contractor shall staff, operate and control the EMS Control Center. As the EMS Lead Agency, the Operations Contractor shall enter into agreements with Communications Resource facilities to provide On-Line Medical Direction. The Operations Contractor shall perform any other duties as provided hereunder or as provided in the Operations Contract.

3.02 Simultaneously with the adoption of this Ordinance, the County will authorize execution of the Operations Contract with the initial Operations Contractor hereunder. Upon expiration or termination of the initial Operations Contract, the County may enter into an Operations Contract with an entity that meets the standards hereof.

3.03 EMS DISTRICT - Pursuant to section 41-59-53 et seq. of the Mississippi Code of 1972, Jackson County is established as an emergency medical services district. The Operations Contractor is hereby designated as the Emergency Medical Service Lead Agency. The governing board of the Jackson County EMS District shall be the Jackson County Board of Supervisors. The EMS Lead Agency shall function as the Jackson County EMS Authority for the Board and as such has the responsibility for coordinating all components and care aspects of the Emergency Medical Service system in accordance with local, state, and federal laws, rules and regulations. As the EMS Authority representing the Jackson County EMS District, the EMS Lead Agency is authorized to receive and expend appropriations from the State's Emergency Medical Service Operating Fund (EMSOF).

SECTION 4: VALIDITY OF LICENSES UNDER PREEXISTING ORDINANCES - Any ambulance license or permit issued pursuant to any preexisting county ordinance in effect prior to

adoption of this Ordinance are hereby declared invalid. Any existing Ambulance Service Provider operating in the County, prior to the enactment of this Ordinance, shall be required to comply with the terms of Section 8 and all other applicable Sections of this Ordinance. The Operations Contractor selected pursuant to this Ordinance, shall be deemed to have met all licensing and permit requirements of the Ordinance.

SECTION 5: MANDATORY CENTRALIZED EMERGENCY TRANSPORT CALL PROCESSING

5.01 All 911 telephone requests for ambulance services, both emergency and routine, originating within the County shall terminate at the EMS Control Center, where a System Status Controller shall establish the call's classification, determine the Patient's location, and if appropriate, deliver pre-arrival instructions. The System Status Controller shall also determine the need for First Responder Services in accordance with established guidelines, alert the First Responder if appropriate, and dispatch the appropriate Ambulance.

5.02 It shall be unlawful for anyone other than an Ambulance Service Provider who holds a valid Ambulance Service License to publish or advertise any telephone number for the purposes of soliciting request for Emergency Transport and Routine/Nonemergency Calls in the County.

5.03 EMS Control Center shall at all times have full authority to direct the positioning, movements, and run responses of all Ambulances, Ambulance Service Providers, EMS public safety providers, and other EMS personnel in the County.

5.04 The EMS Lead Agency shall be authorized to develop and implement patient transportation and destination policies and guidelines. Unless instructed otherwise by On-Line Medical Direction, ambulances transporting patients with Emergency Medical Conditions shall be directed to Emergency Facilities as defined in 2.05(d). Ambulances transporting patients not having Emergency Medical Conditions may deliver said patients to Ambulatory Care Facilities as defined in 2.05(e), if so requested.

5.05 All call requests processed by the EMS Control Center shall be recorded to facilitate subsequent auditing of the System Status Controller's actions and decisions by the Contract Administrator, and all such recordings shall be safely stored and shall not be erased for a period of six (6) months.

5.06 County 911 funds shall be used for the installation and maintenance of the 911 equipment in the EMS Control Center, including all costs associated with transferring calls from primary Public Safety Answering Points (PSAP) to the EMS secondary PSAP.

5.07 The EMS Control Center may be located within or outside of the County as determined by the EMS Lead Agency.

SECTION 6: OTHER CALL PROCESSING - All other call requests for ambulance service, Emergency or Routine/Nonemergency, which may be received by parties other than the Operations Contractor, shall be transferred immediately to the EMS Control Center which will determine the appropriate EMS response.

SECTION 7: INSURANCE REQUIREMENTS

7.01 Each Ambulance Service Provider shall keep in full force and effect a policy or policies automobile liability and property damage insurance issued by an insurance company authorized to do business in the State of Mississippi, with coverage provisions insuring the public from any loss or damages that may arise to any person or property by reason of the negligent operation of such Ambulance Service Provider, and providing amounts of recovery in limits of not less than the following sums:

(a) For the damages arising out of bodily injury to or death of one or more persons in any one accident, not less than $1,000,000.00.

(b) For any injury to or destruction of property in any one accident, not less than $1,000,000.00.

(c) For any combination of damages or injury, not less than $2,000,000.00.

7.02 Each Ambulance Service Provider shall keep in full force and effect a commercial general liability and professional liability policy or policies issued by an insurance company authorized to do business in the State of Mississippi, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of the negligent actions of the Ambulance Service Provider or any of its employees, and providing that the amount of recovery shall be in limits of not less than $1,000,000.00 per occurrence, with annual aggregate of not less than $2,000,000.00.

7.03 Insurance companies providing this coverage shall be licensed and admitted to operate in the State of Mississippi.

7.04 In addition to the insurance requirements stipulated above, all Ambulance Service Providers shall carry additional umbrella liability insurance with coverage limits of at least $20,000,000.00. The umbrella coverage will apply in excess of the general liability, professional liability, and auto liability coverage.

7.05 Cancellation or material alteration of any required insurance policy or coverage shall result in the automatic revocation of any Ambulance Service License issued hereunder, and the Ambulance Service Provider shall thereupon cease and desist from further ambulance service operations in the County.

7.06 Each Ambulance Service Provider shall provide a certificate of insurance evider

coverages, limits, terms and conditions of this section to the County. This certificate shall have a thirty (30) day notice of cancellation requirement to the County.

SECTION 8: CERTIFICATE OF NECESSITY FOR AMBULANCE SERVICE LICENSE

8.01 Any entity desiring to obtain an Ambulance Service License to operate in the County shall first make an application for a Certificate of Necessity for an all ALS Ambulance Service License to the Contract Administrator or his designee.

8.02 The criteria for consideration of an application shall be as follows, and applications for such Certificate of Necessity shall include the following information, verified under oath:

(a) NAME: The name and address of the applicant seeking the Certificate of Necessity, and, in the event that the applicant is a corporation, a certified copy of the articles of incorporation.

(b) EQUIPMENT & AMBULANCES: Equipment and Ambulances adequate to comply with the System Standard of Care and also adequate to fully, safely and reliably perform the services for which the Certificate of Necessity is requested. Applicant shall provide the make, type, year of manufacture, serial number, license tag number, and equipment therein for each Ambulance owned or operated or proposed to be operated by the applicant.

(c) PERSONNEL: Personnel who are qualified by training, experience and work history to comply with the System Standard of Care and to fully, safely and reliably perform the services for which the Certificate of Necessity is requested. Personnel must meet federal, state and local certification requirements. Principals and employees of an applicant shall be subject to criminal record checks and background investigations.

(d) APPLICANT'S EMS HISTORY: Complete listing of the applicant's relevant EMS experience. A favorable recommendation on an application shall not be made unless this history shows that the applicant is able to comply with the System Standard of Care and fully, safely and reliably perform the services for which the Certificate of Necessity is requested.

(e) PLANS: (i) A proforma internal medical quality assurance plan, which shall describe applicant's medical quality assurance program, demonstrating a reasonable probability that the applicant, if licensed, will deliver medical care meeting the System Standard for Care, including, without limitation, the clinical quality for ambulance services set forth in Section 14 hereof.

(ii) A proforma System Status Plan demonstrating that all Ambulance operating within the County will be equipped and staffed to operate in accordance with the System Standard of Care, including without limitation, the clinical quality for ambulance services set forth in

Section 14 hereof.

(f) PROOF OF FINANCIAL CAPABILITY: Financial statements and a statement as to whether there are any unsatisfied judgments of record against such applicant, and if so, the title of all actions and the amounts of all judgments unsatisfied. No Certificate of Necessity shall be granted to any applicant unless it is financially stable and financially capable of complying with the System Standard of Care and providing competent services for the entire period for which a license is requested and for the full scope of services proposed to be authorized. An applicant's failure to have paid any federal, state or local tax, including business license tax and personal property tax, shall be evidence of a lack of financial capability.

(g) ACCEPTANCE OF TERMS AND CONDITIONS: A statement of compliance with all applicable federal, state and local laws, rules and regulations.

(h) PROOF OF PUBLIC NECESSITY FOR SERVICES: A statement of the public necessity for the services to be provided. No favorable recommendation shall be made for a Certificate of Necessity and no Certificate of Necessity shall be issued, unless the applicant proves by clear and convincing evidence that there is a public necessity for the services which is not being met by the existing Ambulance Service License holders, or which shall not be met within a reasonable period of time by such existing Ambulance Service License holders. The effect of any application on the ability of existing Ambulance Service License holders to continue providing services shall be a factor for consideration.

8.03 No favorable recommendation shall be made, and no Certificate of Necessity shall be granted, unless an applicant meets all the foregoing criteria, without exception. Failure of an applicant to do so shall indicate that the applicant poses an unacceptable degree of risk to the public safety.

8.04 All existing Ambulance Service License holders pursuant to this Ordinance will be given notice of any application for a Certificate of Necessity and such Ambulance Service License holders will have twenty (20) working days from the date of notice to respond in writing to the Contract Administrator or his designee to oppose, object to, or request modification of the application, and to state whether the application, if granted, would negatively affect the ability of existing Ambulance Service License holders to continue providing services.

8.05 After reviewing the application and response (if any), the Contract Administrator will identify any deficiencies or public necessities which are not being met by the existing Ambulance Service License holders. If the applicant proves by clear and convincing evidence that there is a public necessity for the services which is not being met by the existing Ambulance Service License holders, the existing Ambulance Service License holders shall be granted reasonable time to cure any deficiency or public necessity before any recommendation is given to the Board of Supervisors. The duration of "reasonable time" to cure any deficiency or public necessity shall be determined by the Contract Administrator. This information along with the enumerated deficiencies shall be conveyed in writing to the existing Ambulance Service License holders.

8.06 After the existing Ambulance Service License holders have had an opportunity to cure any deficiencies, or if none are identified by the Contract Administrator, the Contract Administrator or his designee will make his recommendations in writing to the County Board of Supervisors to grant or deny the application for the Certificate of Necessity.

8.07 The Board of Supervisors will vote to grant or deny the application for a Certificate of Necessity after consideration is given to the recommendation by the Contract Administrator or his designee and any responses received by existing Ambulance Service License holders.

8.08 Any applicant who is dissatisfied with the decision of the Board of Supervisors shall have the right to a hearing before the Board of Supervisors at a regularly scheduled meeting, if written notice of appeal is filed with the Board of Supervisors within ten (10) days after such decision. All Ambulance Service License holders under this Ordinance shall have an opportunity to be present and to oppose, object to, or request modification of the application. This hearing shall be informal, but the applicant shall have the right to counsel, the right to present evidence and argument in support of the application, and the right to know prior to the hearing the reasons for denial or modification of the request. A written decision on any such appeal shall be mailed to the applicant within ten (10) working days of the hearing.

8.09 No applicant denied a Certificate of Necessity shall make application for a Certificate of Necessity for the same type of Ambulance Service License within twelve (12) months of final denial by the Board of Supervisors or final denial of appeal thereof, or until applicant has remedied any deficiencies to the satisfaction of the Board of Supervisors.

SECTION 9: AMBULANCE SERVICE LICENSE

9.01 No entity may provide emergency or routine/nonemergency ambulance services originating within the County without (i) first obtaining an Ambulance Service License issued pursuant to this Section 9, or (ii) being sanctioned by the Operations Contractor. The Operations Contractor shall be deemed to have an Ambulance Service License upon execution of the Operations Contract. Such license shall remain in effect until the Operations Contract is terminated.

9.02 No Ambulance Service License issued pursuant to this Section 9 shall be assignable or transferable by the entity to whom issued without written approval by the County. Any transfer of controlling interest or any delegation of responsibility for the management or delivery of ambulance services to another entity by management agreement, subcontract or other arrangement shall be deemed a transfer or assignment.

9.03 An Ambulance Service License shall be issued by the Licensing Officer upon presentment of the following:

(a) A Certificate of Necessity issued to the applicant pursuant to Section 8 hereof.

(b) A valid ambulance service license issued by the Mississippi State Department of Health.

(c) Evidence of insurance as required by Section 7 herein, including original and duplicate certificates of insurance which shall indicate the types of insurance, the amount of insurance, and the expiration dates of all policies carried by the applicant, shall name the County as an additional named insured, and shall contain a statement by the issuer issuing the certificate that the policies of insurance listed thereon will not be canceled or materially altered by said insurer without thirty (30) days prior written notice received by the County.

(d) Evidence of compliance with the clinical quality of ambulance services required by Section 14 hereof.

9.04 Ambulance Service Licenses shall be renewable annually upon continued compliance with this Ordinance.

9.05 No Ambulance Service License required by this Ordinance shall be issued or continued in operation unless the Ambulance Service License holder has paid an annual license fee of fifty dollars ($50.00). Such license fee shall become due on the first day of January each year, and shall be in addition to any other license fees or charges established by proper authority and applicable to such Ambulance Service License holder or the Ambulances under its operation and control. The purpose of this license fee is not to raise revenue, but to defray expenses incurred in enforcement of this Ordinance.

9.06 The application for and acceptance of an Ambulance Service License shall comprise an agreement by the Ambulance Service License holder to comply with all federal, state and local laws, rules and regulations and also any subsequent federal, state and local laws, rules and regulations. Failure to comply with all such laws, rules and regulations or the filing or providing of false or misleading information in connection with an application hereunder or with any state or local government, health care provider, medical facility or organization relating to or in connection with an application to provide ambulance service shall be grounds for termination of the Ambulance Service License.

SECTION 10: AMBULANCE PERMIT REQUIRED

10.01 No Ambulance Service Provider may provide ambulance services hereunder without first obtaining an Ambulance Permit issued pursuant to the provisions of this Section 10.

10.02 No Ambulance Permit shall be assignable or transferable by the Ambulance Service Provider to which it is issued.

10.03 The Licensing Officer shall issue Ambulance Permits for Ambulances operated by Ambulance Service Providers upon presentment of the following:

(a) An Ambulance Service License issued pursuant to this Ordinance.

(b) For each Ambulance to be permitted, a valid ambulance vehicle permit issued by the Mississippi State Department of Health in compliance with Section 14 hereof.

(c) A Certificate of Necessity issued to the applicant pursuant to Section 11 hereof, if such Ambulance Permit is for Ambulances designated in such Certificate of Necessity.

10.04 Notwithstanding anything herein, the Licensing Officer shall issue the Operations Contractor Ambulance Permits as requested. Such Ambulance Permits will expire upon termination of the Operations Contract.

SECTION 11: CERTIFICATE OF NECESSITY FOR ADDITIONAL AMBULANCE PERMITS

11.01 Any entity issued an Ambulance Service License pursuant to this Ordinance and desiring to obtain Ambulance Permits to operate additional Ambulances shall make an application for a Certificate of Necessity for additional Ambulances to the Licensing Officer or his designee.

11.02 The criteria for consideration for an application for a Certificate of Necessity for additional Ambulances shall be as follows, and the application for such Certificate of Necessity shall include the following information, verified under oath:

(a) NAME: The name and address of the applicant seeking the Certificate of Necessity, and, in the event that the applicant is a corporation, a certified copy of its articles of incorporation.

(b) EQUIPMENT & AMBULANCES: Equipment and Ambulances adequate to comply with the System Standard of Care and also adequate to fully, safely and reliably perform the services for which the Certificate of Necessity is requested. Applicant shall provide the make, type, year of manufacture, serial number, license tag number, and equipment to be carried therein for each Ambulance proposed to be operated by the applicant.

(c) PROOF OF PUBLIC NECESSITY FOR ADDITIONAL AMBULANCES: A statement of the public necessity for the additional Ambulances to be provided. No favorable recommendation shall be made for a Certificate of Necessity and no Certificate of Necessity shall be issued, unless the applicant proves by clear and convincing evidence that there is a public necessity for the additional Ambulances requested which is not being met by the existing Ambulance Service License holders, or which shall not be met within a reasonable period of time by such existing Ambulance Service License holders. The effect of any application on the ability of existing Ambulance Service License holders to continue providing services shall be a factor for consideration.

11.03 No favorable recommendation shall be made, and no Certificate of Necessity shall be granted, unless an applicant meets all of the foregoing criteria, without exception.

11.04 All existing Ambulance Service License holders will be given notice of the application for the Certificate of Necessity for additional Ambulances, and such Ambulance Service License holders will have twenty (20) working days from the date of notice to respond in writing to the County Administrator or his designee to oppose, object to, or request modification of the application, and to state whether the application, if granted, would negatively effect the ability of the existing Ambulance Service License holders to continue providing services.

11.05 The Licensing Officer or his designee will make a recommendation in writing to the County Board of Supervisors to grant or deny the application for the Certificate of Necessity. The recommendation, if favorable, shall designate a specific number of Ambulances.

11.06 The Board of Supervisors will vote to grant or deny the application after consideration is given to the recommendation of the Licensing Officer or his designee and any responses received by the existing Ambulance Service License holders. If granted, the Certificate of Necessity shall designate a specific number of Ambulances for which the applicant may seek an Ambulance Permit pursuant to Section 10 hereof.

11.07 Any applicant who is dissatisfied with the decision of the Board of Supervisor's recommendation shall have the right to a hearing before the Board of Supervisors at a regularly scheduled meeting, if written notice of appeal is filed with the Board of Supervisors within ten (10) days after such decision. All Ambulance Service License holders shall have an opportunity to be present and to oppose, object to, or request modification of the application. This hearing shall be informal, but the applicant shall have the right to counsel, the right to present evidence and argument in support of the application, and the right to know prior to the hearing the reasons for denial or modification of the request. A written decision on any such appeal shall be mailed to the applicant within ten (10) working days of the hearing.

SECTION 12: MAINTENANCE OF AMBULANCES; INSPECTION

12.01 All Ambulances shall be maintained in compliance with applicable federal, state and local laws, rules and regulations.

12.02 Each Ambulance Service Provider must inspect each Ambulance every day to ascertain cleanliness and mechanical and operational worthiness for transporting Patients. Each Ambulance shall be subject to inspection at all times by the Licensing Officer. Any Ambulance found, upon inspection, to be unsafe for ambulance services or not to be in compliance with any federal, state and local laws, rules and regulations shall have such repairs and alterations made as may be required and no Ambulance Service Provider shall operate or cause to be operated any such Ambulances until all such repairs and alterations have been completed.

SECTION 13: COLORING AND MARKING - Each Ambulance authorized to operate within the County pursuant to this Ordinance shall bear the name of the Ambulance Service Provider and a unit number and bear coloring and marking in compliance with applicable federal, state and local laws, rules and regulations.

SECTION 14: CLINICAL QUALITY OF AMBULANCE SERVICES - Upon the effective date of this Ordinance, every response to an Emergency Transport Call or Routine/Nonemergency Transport Call at any location within the County shall be made in an ALS Ambulance by an ALS Ambulance Service. All Ambulance Service Providers shall, within twelve (12) months of being issued a Permit pursuant to this Ordinance, be accredited by the Commission on Accreditation of Ambulance Services. This accreditation shall remain in force throughout the term of the Permit(s).

SECTION 15: PROHIBITION AGAINST REFUSAL TO TRANSPORT - It shall be a violation of this Ordinance for the EMS Lead Agency, or any other Ambulance Service Provider at the request of the EMS Lead Agency, to fail to respond to an Emergency Transport Call originating within the County where there is a Medical Necessity For The Service as defined in section 2.

SECTION 16: FIRST RESPONDER SANCTION - The Operations Contractor is authorized to coordinate the response of all EMS First Responders and EMS public safety personnel in the County. Training and certification of said EMS First Responders and EMS public safety personnel shall be coordinated by the Operations Contractor.

SECTION 17: VIOLATIONS

17.01 It shall be unlawful and an offense for any person or any Ambulance Service Provider to commit any of the following acts:

(a) To perform duties as an EMS driver attendant, (EMT-Basic, EMT-Intermediate, EMT-Paramedic or pre-hospital RN or licensed physician), without a current valid certification issued by the Mississippi State Department of Health.

(b) To allow any person to work as an ambulance driver or attendant, without current valid certification issued by the Mississippi State Department of Health.

(c) To use, or cause to be used, an ambulance service other than an Ambulance Service Provider holding a valid Ambulance Service License pursuant to this Ordinance.

(d) For any person, firm or organization to respond to emergency or routine/nonemergency ambulance calls which originate within the County, other than an

Ambulance Service Provider which is the holder of a valid Ambulance Service License issued pursuant to this Ordinance or with the express authorization of the Operations Contractor.

(e) To knowingly give false information to induce the dispatch of an Ambulance or First Responder.

(f) To originate transportation of a dead human body in an Ambulance which has been permitted hereunder.

(g) To operate an Ambulance in the Emergency Mode when not responding to an Emergency Transport Call in compliance with this Ordinance.

(h) For any person, firm or organization to solicit or otherwise advertise for emergency or non-emergency ambulance service other than an Ambulance Service Provider holding a valid Ambulance Service License pursuant to this Ordinance.

17.02 Notwithstanding anything herein, it shall not be a violation of this Ordinance, and no Ambulance Service License shall be required if the vehicle or Ambulance is:

(a) Responding to an emergency or routine/nonemergency transport call at the request of the EMS Lead Agency.

(b) A privately owned vehicle not used in the business of transporting Patients who are sick, injured, wounded, incapacitated or helpless.

(c) A vehicle rendering services as an Ambulance in the event of a major catastrophe or emergency when Ambulances with Permits based in the locality of the catastrophe or emergency are incapacitated or insufficient in number to render the services needed.

(d) (i) An Ambulance transporting a Patient to a location within the County which transport originated from a point outside the County, and (ii) an Ambulance operated by the same ambulance service as above, which transports the same Patient from the original destination within the County back to the point of origin of the original transport and the Patient (or a proper representative of the Patient) specifically requests the services of said ambulance service.

(e) A vehicle engaged in the interstate transport of a Patient.

(f) An ambulance service who responds with mutual aid and permission of the Operations Contractor, so long as the response is coordinated through the EMS Control Center and the EMS Lead Agency determines that the ambulance service meets or exceeds the needs of the specific patient(s).

17.03 Any person convicted of violating any provisions of this Ordinance shall be punished by fine and costs not to exceed the sum of $1,000.00 for each violation.

17.04 Each day that any violation of the provisions of this Ordinance is committed or permitted to continue shall constitute a separate offense.

SECTION 18: SUSPENSION AND REVOCATION

18.01 Any Ambulance Service License issued under the provisions of this Ordinance may be revoked or suspended by the County upon a finding of any one of the following:

(a) Breach of violation of any of the provisions of this Ordinance, specifically including Section 18 hereof.

(b) Discontinuance of operations for more than thirty (30) days.

(c) Discrimination in providing services pursuant to this Ordinance to any person on the basis of race, creed, or color.

(d) Violation of any federal, state or local law, rule or regulation which are not correctable within thirty (30) days or are considered by competent authority to jeopardize the life or safety of any citizen served.

(e) Filing or providing false or misleading information in connection with and application hereunder or with any state or local government, health care provider, medical facility or organization relating to or in connection with an application to provide ambulance service.

(f) Failing to respond fully and timely to any reasonable request from the Licensing Officer for information relating to ambulance service provided in the County.

18.02 Prior to the suspension or revocation of an Ambulance Service License hereunder, the Ambulance Service License holder shall be given thirty (30) days written notice of the proposed action to be taken by the County and shall, upon written request within ten (10) days of such notice, be entitled to a hearing before the County. If, upon such hearing, the County shall find that the Ambulance Service License holder has corrected any alleged deficiencies and brought itself in compliance with the provisions of this Ordinance, such Ambulance Service License shall not be suspended or revoked.

SECTION 19: SEVERABILITY - If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by and court of competent jurisdiction, such portions shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 20: REPEAL OF PRIOR ORDINANCE - All ordinances and resolutions or parts of ordinances and resolutions in conflict herewith shall be and the same are hereby expressly repealed.

SECTION 21: EFFECTIVE DATE OF ORDINANCE - This Ordinance will become effective on January 2, 1995 at 12:01 PM.

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated January 28, 2013, by and between City of Gautier ("Landlord") and Mike Hooks ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to the Tenant the 3 bedroom mobile home that is located at Shepard Park (the "Premises") located at 1034 Graveline Rd, Gautier, Mississippi 39553.

TERM. The lease term will begin on January 28, 2013 and will terminate on January 28, 2014, and thereafter shall be automatically renewed for three months on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

MANAGEMENT. The Tenant is hereby notified that City of Gautier is the Property Manager in charge of the Property. Should the tenant have any issues or concerns, the Tenant may contact City of Gautier at 228 497-1878 or by mailing a letter to 3330 Hwy 90, Gautier, Mississippi 39553.

LEASE PAYMENTS. In lieu of a rental fee, the Tenant is to provide general maintenance at the Park for 8 hrs/per week, and to be the "on call" person from 5 p.m.-7 a.m. (Monday through Sunday), and to perform any other duties assigned by the City of Gautier. Whenever possible, time-off should be requested and approved by the Cultural Services Manager at least 24 hours in advance.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a full-time residential dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

No retail, commercial or professional use of the Premises is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant obtain liability insurance for the benefit of Landlord.

The failure to abide by the provisions of this section shall constitute a material breach of this Agreement and is a just cause for eviction.

OCCUPANTS. No more than 5 person(s) may reside on the Premises unless the prior written consent of the Landlord is obtained.

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This Lease and occupancy of the premises is binding, individually and severally, on each person(s) specifically named and who signs this Lease, regardless of the named person's occupancy of the Premises.

Authorized Tenants/Occupants:

Mike Hooks
Immediate Family Members

Tenant may have overnight guests on the Premises for not over 7 consecutive days or 14 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 7 consecutive days or more than 14 days in any calendar year shall NOT be considered original tenants of the Premises. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Premises for more than 7 consecutive days or 14 days in a calendar year.

FURNISHINGS. The following furnishings or appliances will be provided by Landlord: Washer and Dryer. Tenant shall return all such items at the end of the lease term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of 3 months per renewal term, unless either party gives written notice of termination no later than 60 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease unless Landlord makes changes in writing to the assigned duties in lieu of rent.

PETS. No pets, dogs, cats, birds, fish or other animals shall be allowed on the Premises, even temporarily or with a visiting guest, without prior written consent of Landlord. As required by law, Service Animal(s) are the only exception to this rule. If a pet has been in a Tenant's apartment or allowed into the building, even temporarily (with or without Landlord's permission) Tenant may be charged for cleaning, de-fleaing, deodorizing or shampooing any portion of the building or Premises at the discretion of Landlord.

Strays shall not be kept or fed in or about the Premises. Strays can be dangerous and Landlord must be notified immediately of any strays in or about the Premises.

KEYS. Tenant will be given 2 key(s) to the Premises. All keys must be returned to Landlord following termination of the Lease. Tenant is not permitted to change any locks or place additional locking devices on any door or window of the Premises without Landlord's approval prior to installation. If changes are allowed, Tenant must provide Landlord with keys to any changed locks immediately upon installation.

STORAGE. Tenant shall be entitled to store items of personal property in the maintenance barn. Storage will be allowed at the maintenance barn if it does not interfere with everyday maintenance during the term of this Lease. Landlord shall not be liable for loss of, or damage to, such stored items.

MAINTENANCE. Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability except that Tenant will be responsible for: Grass cutting and weed eating for 8 hr. per week, and being on call from 5 p.m.-7 a.m., and any other duties assigned.

Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or its Agent. A repair request will be deemed permission for the Landlord or its Agent to enter the Premises to perform such maintenance or repairs in accordance with ACCESS BY LANDLORD TO PREMISES herein unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord's or Landlord's Agent's access or entry. Landlord shall have expectation that the Premises is in a safe and habitable condition upon entry.

UTILITIES AND SERVICES. Landlord shall be responsible for all utilities and services incurred in connection with the Premises.

TAXES. If applicable, taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

PROPERTY INSURANCE. Landlord shall be responsible to maintain appropriate insurance for the mobile home and other property located on the Premises.

OTHER. The Tenant will receive his work assignments from the Cultural Services Manager.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 7 days (or any other obligation within 7 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease or additional work duties may be assigned. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

TERMINATION CLAUSE. Tenant may, upon 45 days written notice to Landlord, terminate this lease. Termination will be effective as of the last day of the calendar month following the end of the 45 day notice period.

MILITARY TERMINATION CLAUSE. In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant

receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change, which warrants termination under this clause.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, Landlord shall repair the Premises and a just proportion of the work assignments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenantable. However, if the damage is not repairable within sixty days,or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party. Tenant shall give Landlord immediate notice of any damage to the Premises.

HABITABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed work schedule in lieu of rent payment is fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall be allowed to conduct construction or remodeling (at Tenant's expense) only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) any such fixtures, and shall restore the Premises to substantially the same condition that existed at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective tenants or workers. Landlord will provide reasonable notice of its intention to enter the Premises. If Tenant has, after written notice to cease, continued to deny Landlord access to the unit, as required by State law, such failure is a substantial breach of this agreement and is a just cause for eviction. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may

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suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or Agent from any and all liability for loss or damage to Tenant's property or effects whether in the Premises, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, and/or Agents.

ACCOMMODATION. Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or Tenant's responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed in the Premises even if a Tenant leaves the Premises. This prohibition applies to each and every term of this Lease in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Lease.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

City of Gautier

3330 Hwy 90

Gautier, Mississippi 39553

TENANT:

Mike Hooks

8108 Meadowdale Rd

Gautier, Mississippi 39553

Such addresses may be changed from time to time by either party by providing notice as set forth above.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Mississippi.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

_____

City of Gautier

Dated: _____

TENANT:

_____

Mike Hooks

Dated: _____

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REAL ESTATE LEASE INSPECTION CHECKLIST

Tenant has inspected the Premises and states that the Premises are in satisfactory condition, free of defects, except as noted below: *(Mark any non-applicable items as N/A.)*

	SATISFACTORY	COMMENTS
Bathrooms	_____	_____
Carpeting	_____	_____
Ceilings	_____	_____
Closets	_____	_____
Dishwasher	_____	_____
Disposal	_____	_____
Doors	_____	_____
Fireplace	_____	_____
Lights	_____	_____
Locks	_____	_____
Refrigerator	_____	_____
Screens	_____	_____
Stove	_____	_____
Walls	_____	_____
Windows	_____	_____
Window coverings	_____	_____
_____	_____	_____
_____	_____	_____

_____

Date

Tenant Signature:

_____

Mike Hooks

Acknowledged by Landlord:

_____

Date:

_____

City of Gautier

This is a preview of your document.

INTER-LOCAL AGREEMENT FOR THE CREATION OF A MULTI-AGENCY NARCOTICS ENFORCEMENT TEAM FOR THE ENFORCEMENT OF THE UNIFORM CONTROLLED SUBSTANCES LAW IN THE CITIES OF PASCAGOULA, MOSS POINT AND GAUTIER, MISSISSIPPI; AND FOR RELATED PURPOSES

1. **Parties**: Parties to this Agreement are the City of Pascagoula (Pascagoula), City of Moss Point (Moss Point), City of Gautier (Gautier) and their respective Police Departments (Agencies).

2. **Purpose**: The purpose of this Agreement is to create a Multi-Agency Narcotics Enforcement Team to foster and promote cooperation among the three Agencies to effect more comprehensive enforcement of the Uniform Controlled Substances Law, which is codified as Sections 41-29-101 et seq., of the Mississippi Code of 1972 (Law), as well as targeting drug trafficking organizations and to provide interdiction enforcement in the municipalities of the participating Agencies.

3. **Authority**: Each City that is signatory to this Agreement derives its authority to do so specifically from the provisions of Section 17-13-7 of the Mississippi Code of 1972, which permits the creation of Inter-Local Agreements to exercise "any power, authority or responsibility exercised or capable of being exercised by a local governmental unit of this State...".

4. **Enabling Statement**: There is hereby created the Southeast Mississippi Metropolitan Enforcement Team (MET) consisting of the three Agencies that are ~~signatory hereto the same being the Police Departments of Pascagoula, Moss Point~~ and Gautier.

5. **Effective Date**: The MET created by this Agreement shall become effective and operational within thirty (30) days after receipt of approval from the Attorney General of the State of Mississippi as provided in Section 17-13-11 of the Mississippi Code of 1972.

6. **Duration**: This Agreement shall be in effect for a period of one (1) year commencing November 20, 2012, and ending on November 19, 2013. This Agreement shall be renewed annually thereafter unless two or more of the parties hereto give written notice of their intent to withdraw from the Agreement. Such written notice must be presented to the respective governing authorities not less than thirty (30) days prior to the anniversary date of this Agreement.

7. **Administration**: The MET shall be administered by a Governing Board (Board) consisting of the Chiefs of Police (Chiefs) of the Agencies that are parties hereto. The Board shall establish policies for the operation of the MET, its funding, equipping and manning. The Board shall approve all purchases of materials and

equipment for the MET and shall also approve any disbursement of funds necessary for the operation of the MET. The Board shall meet monthly at a place and time set by the Board and at any other time the Board deems appropriate. A majority of the members of the Board shall constitute a quorum for voting purposes.

8. **Organization**: The parties agree that the Pascagoula Agency shall be designated the "Lead Agency" for the MET created pursuant to this Agreement. The parties also agree that the Pascagoula Police Chief shall have the initial authority to designate a MET Commander from his appointees to the MET. Subsequent, or replacement Commanders, shall be appointed by the Board.

9. **Personnel**: The Chief of the Pascagoula Agency shall appoint two of that Agency's officers to serve on the MET. One of those officers, as noted hereinabove, shall be deemed the "MET Commander". The second in command shall be selected by the Board. The Moss Point and Gautier Chiefs shall each appoint one member of their respective Agencies to serve as members of the MET. Each member of the MET shall be compensated by his or her respective Agency and shall remain on the payroll of the City by whom they are employed. The MET Commander shall have the authority to convene emergency meetings of the Board when necessary. The MET Commander shall prepare all agendas for all of the Board meetings including a docket of claims to be approved by the Board for purchases of materials and equipment and disbursement of funds for the operation of the MET. The MET Commander shall be responsible for any and all press releases and media contacts pertinent to MET activities.

10. **Disciplinary Procedures**: Should it become necessary to impose any type of discipline on any member of the MET, then it shall be the duty of the Chief of the Agency by whom such member is employed to impose such discipline. Should a majority of the Board consider that such discipline as imposed by the Chief is inadequate, or otherwise inappropriate, then in such event, by majority vote, the member of the MET who is the subject of such discipline may be removed therefrom.

11. **Equipment**: Each Agency shall furnish its designated officers with all equipment and supplies necessary for their effective functioning within the MET. An initial inventory of this equipment shall be made with the name of the Agency contributing the equipment being indicated thereon.

12. **Funding and Financial Management**: The Lead Agency shall be responsible for the financial management of all funds received from whatever source by the MET including, but not limited to, funds contributed directly by the Cities, grants, forfeitures, seizures, sales of confiscated assets, or donations from third parties. Pascagoula shall be the City which holds all of the assets for the benefit of the MET with the exception of any equipment that is supplied by the other Cities, which shall remain the property of those Cities. The City Clerk/Comptroller for Pascagoula shall account annually for all income received and expenditures made by and on behalf of the MET. This annual accounting shall be submitted to each City that is

signatory to this Agreement on or before the expiration of thirty (30) days from the end of each fiscal year that the MET is in existence. The City Clerk/Comptroller for Pascagoula shall maintain a current inventory of all equipment and assets acquired by the MET and shall include in this inventory a designation as to which City owns each item. All items of equipment and inventory acquired using funds generated by the operation of the MET shall be held by the City of Pascagoula for the mutual benefit of the three Agencies that are signatory hereto.

13. **Purchasing**: The MET shall abide by the purchasing laws of the State of Mississippi for all items to be acquired with MET funds.

14. **Termination**: Participation in the MET by any City or Agency may be terminated at any time by the passage of a resolution by the governing authorities indicating an intent to withdraw from the MET. Should two or more Cities elect to terminate participation in the MET, then at that time, the MET shall be dissolved and the assets that were acquired using MET funds (MET Assets) shall be distributed among the participating Cities as directed by the Board. All funds held on deposit in any accounts for the benefit of the MET at the time of the dissolution shall likewise be equally divided among the participants with the exception of any funds that are traceable as contributions directly from the treasuries of a participating City, which funds shall be refunded to that City forthwith. This determination shall be made by the Board at a final meeting thereof to preside over the distribution of MET Assets.

15. **Disclaimer**: It is not the intent of the parties hereto to create an independent or separate agency, or separate legal entity with any powers commensurate with the powers of the participating Cities. It is understood and agreed by all signatories hereto that the MET created by this document exists solely at the will and pleasure of the participating Cities, any one of which may terminate its participation as provided hereinabove.

16. **Inter-Agency Cooperation**: The Board shall see to it that their respective Agencies fully cooperate with the MET in accomplishing its mission to enforce the provisions of the Law by providing immediate backup when requested, logistical support as needed and any other form of support requested by the MET and reasonably available for its use. This inter-agency cooperation shall extend to any and all police agencies operating within the jurisdiction of the MET and the Board shall require such inter-agency cooperation with agencies outside the MET itself when necessary.

17. **Location**: The Board, at its first meeting, or as soon thereafter as possible, shall determine the location for the operation of the MET separate and apart from any of the three Agencies which are signatory to this Agreement. Expenses incurred in the procurement of such a location for the operation of the MET shall be the responsibility of the MET and shall be paid from funds generated by MET efforts. In the event that any of the Cities contributes initially to the procurement of the

location, then in such event, and as soon as may be practical, such City or Cities shall be reimbursed from the funds generated by the MET for these initial contributions.

18. **Miscellaneous**: For purposes of this Agreement, whenever the terms Chief, Chief of Police, or Chiefs, appears at any point in the text of the Agreement, such terms shall mean the Chiefs of Police of the Agencies who are signatory to this Agreement, or their respective designees.

Witness the signatures of the participating parties on this the _____ day of _____, 2012.

City of Pascagoula

By:_____ _____
Mayor Date

By:_____ _____
Police Chief Date

City of Gautier

By:_____ _____
Mayor Date

By:_____ _____
Police Chief Date

City of Moss Point

By:_____ _____
Mayor Date

By:_____ _____
Police Chief Date

Keith

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated May 1, 2013, by and between City of Gautier ("Landlord") and Zachary Mixon ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to the Tenant the home that is located at Shepard Park (the "Premises") located at 1100 Graveline Rd, Gautier, Mississippi 39553.

TERM. The lease term will begin on May 1, 2013 and will terminate on April 30, 2014, and thereafter shall be automatically renewed for three months on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

MANAGEMENT. The Tenant is hereby notified that City of Gautier is the Property Manager in charge of the Property. Should the tenant have any issues or concerns, the Tenant may contact City of Gautier at 228 497-1878 or by mailing a letter to 3330 Hwy 90, Gautier, Mississippi 39553.

LEASE PAYMENTS. In lieu of a rental fee, the Tenant is to provide lawn mowing services at the Park for the months of March through October based on a City approved schedule of once a month during the months of March and October and twice a month for the months of April through September. Other duties may also be assigned by the City of Gautier. Whenever possible, time-off should be requested and approved by the Cultural Services Manager at least 24 hours in advance.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a full-time residential dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

No retail, commercial or professional use of the Premises is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant obtain liability insurance for the benefit of Landlord.

The failure to abide by the provisions of this section shall constitute a material breach of this Agreement and is a just cause for eviction.

OCCUPANTS. No more than 5 person(s) may reside on the Premises unless the prior written consent of the Landlord is obtained.

This Lease and occupancy of the premises is binding, individually and severally, on each person(s) specifically named and who signs this Lease, regardless of the named person's occupancy of the Premises.

Authorized Tenants/Occupants:

Zachary Mixon and Immediate Family Members

Tenant may have overnight guests on the Premises for not over 7 consecutive days or 14 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 7 consecutive days or more than 14 days in any calendar year shall NOT be considered original tenants of the Premises. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Premises for more than 7 consecutive days or 14 days in a calendar year.

FURNISHINGS. Tenant shall return any furnishings or appliances at the end of the lease term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of 3 months per renewal term, unless either party gives written notice of termination no later than 60 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease unless Landlord makes changes in writing to the assigned duties in lieu of rent.

PETS. No pets, dogs, cats, birds, fish or other animals shall be allowed on the Premises, even temporarily or with a visiting guest, without prior written consent of Landlord. As required by law, Service Animal(s) are the only exception to this rule. If a pet has been in a Tenant's apartment or allowed into the building, even temporarily (with or without Landlord's permission) Tenant may be charged for cleaning, de-fleaing, deodorizing or shampooing any portion of the building or Premises at the discretion of Landlord.

Strays shall not be kept or fed in or about the Premises. Strays can be dangerous and Landlord must be notified immediately of any strays in or about the Premises.

KEYS. Tenant will be given at least one key to the Premises. All keys must be returned to Landlord following termination of the Lease. Tenant is not permitted to change any locks or place additional locking devices on any door or window of the Premises without Landlord's approval prior to installation. If changes are allowed, Tenant must provide Landlord with keys to any changed locks immediately upon installation.

MAINTENANCE. Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability except that Tenant will be responsible for: Grass cutting during the months of March through October based on the City approved schedule, and any other duties assigned.

Except in an emergency, all maintenance and repair requests must be made in writing and delivered

to Landlord or its Agent. A repair request will be deemed permission for the Landlord or its Agent to enter the Premises to perform such maintenance or repairs in accordance with ACCESS BY LANDLORD TO PREMISES herein unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord's or Landlord's Agent's access or entry. Landlord shall have expectation that the Premises is in a safe and habitable condition upon entry.

UTILITIES AND SERVICES. Landlord shall be responsible for water, sewer, garbage and electrical power incurred in connection with the Premises. Tenant shall be responsible for internet, cable and phone service, if desired.

TAXES. If applicable, taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

PROPERTY INSURANCE. Landlord shall be responsible to maintain appropriate insurance for the home and other property located on the Premises.

OTHER. The Tenant will receive his work assignments from the Cultural Services Manager.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 7 days (or any other obligation within 7 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease or additional work duties may be assigned. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

TERMINATION CLAUSE. Tenant may, upon 45 days written notice to Landlord, terminate this lease. Termination will be effective as of the last day of the calendar month following the end of the 45 day notice period.

MILITARY TERMINATION CLAUSE. In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change,

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which warrants termination under this clause.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, Landlord shall repair the Premises and a just proportion of the work assignments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenantable. However, if the damage is not repairable within sixty days, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party. Tenant shall give Landlord immediate notice of any damage to the Premises.

HABITABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed work schedule in lieu of rent payment is fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall be allowed to conduct construction or remodeling (at Tenant's expense) only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) any such fixtures, and shall restore the Premises to substantially the same condition that existed at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective tenants or workers. Landlord will provide reasonable notice of its intention to enter the Premises. If Tenant has, after written notice to cease, continued to deny Landlord access to the unit, as required by State law, such failure is a substantial breach of this agreement and is a just cause for eviction. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or Agent from any and all liability for loss or damage to Tenant's property or effects whether in the Premises, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage

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has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, and/or Agents.

ACCOMMODATION. Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or Tenant's responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed in the Premises even if a Tenant leaves the Premises. This prohibition applies to each and every term of this Lease in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Lease.

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NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

City of Gautier

3330 Hwy 90

Gautier, Mississippi 39553

TENANT:

Zachary Mixon

6097 Perry St.

Moss Point, MS 39562

Such addresses may be changed from time to time by either party by providing notice as set forth above.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Mississippi.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

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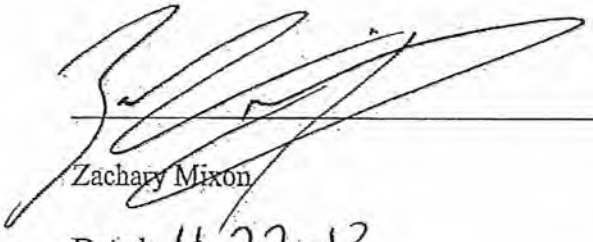
LANDLORD:

Samantha D Abell

City of Gautier

Dated: 4/22/13

TENANT:



Zachary Mixon

Dated: 4-22-13

REAL ESTATE LEASE INSPECTION CHECKLIST

Tenant has inspected the Premises and states that the Premises are in satisfactory condition, free of defects, except as noted below: *(Mark any non-applicable items as N/A.)*

	SATISFACTORY	COMMENTS
Bathrooms	_____	_____
Carpeting	_____	_____
Ceilings	_____	_____
Closets	_____	_____
Dishwasher	_____	_____
Disposal	_____	_____
Doors	_____	_____
Fireplace	_____	_____
Lights	_____	_____
Locks	_____	_____
Refrigerator	_____	_____
Screens	_____	_____
Stove	_____	_____
Walls	_____	_____
Windows	_____	_____
Window coverings	_____	_____
_____	_____	_____
_____	_____	_____

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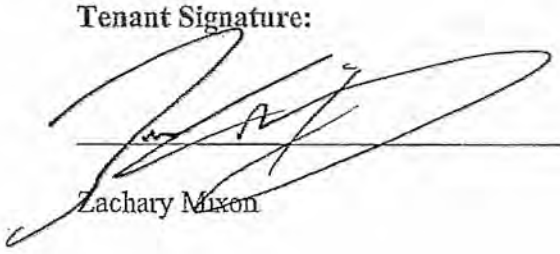
4-22-13

Date

Tenant Signature:



Zachary Mixon

Acknowledged by Landlord:

4/22/13

Date:

Samantha D Abell

City of Gautier

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 30th day of November in the year 2012
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Gautier, Other
3330 Highway 90
Gautier, MS 39553
Telephone Number: 228-497-8000

and the Contractor:
(Name, legal status, address and other information)

Dan Hensarling, Inc.
P.O. Box 3927
Gulfport, MS 39505

for the following Project:
(Name, location and detailed description)

New Fire Station for the City of Gautier
6200 Brown Road
Gautier, MS 39553

The Architect:
(Name, legal status, address and other information)

Bolton/Lack Architects in Association
101-A Rouselle Place
Ocean Springs, MS 39564
Telephone Number: 228-875-0411
Fax Number : 228-875-1335

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The Commencement date will be set by the Notice to Proceed

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

N/A

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Two Hundred Forty (240) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Liquidated damages will be accessed ata arate of $400.00 per day for each calendar day after the designated completion time.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred Forty Seven Thousand ($ 747,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($0.00)
N/A	N/A	N/A

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N/A	N/A

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to

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substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

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

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N/A

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

§ 5.2 FINAL PAYMENT

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(Paragraphs deleted)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

(Paragraph deleted)

§ 8.3 The Owner's representative:
(Name, address and other information)

Samantha D. Abell, City Manager
3330 Highway 90
Gautier, MS 39553

§ 8.4 The Contractor's representative:
(Name, address and other information)

Cornel Clement
P.O. Box 3927
Gulfport, MS 39505

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	Oct. 29, 2012	2 pages
Addendum No.2	Oct. 31, 2012	1 page

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

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ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

This Agreement entered into as of the day and year first written above.

Samantha D. Abell	
OWNER *(Signature)*	CONTRACTOR *(Signature)*
Samantha D. Abell City Manager	Cornel Clement Vice President
(Printed name and title)	*(Printed name and title)*

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PROPOSAL

FOR

LIFE CARE PLUS SERVICES

THIS AGREEMENT, made the 17th day of April between Singing River Mental Health/Mental Retardation services, Region XIV, A.K.A. Singing River Services (the provider), and the CITY OF GAUTIER, (the Subscriber).

RECITALS

WHEREAS, SINGING RIVER SERVICES is a provider of mental health services for Region XIV whose general objective is to identify, assess, and treat mental health problems.

WHEREAS, the Provider has main facilities at 3407 Shamrock Court, Gautier, Mississippi 39553, as well as branch offices covering Jackson and George Counties.

WHEREAS, for the convenience and appearance of improved confidentiality for beneficiaries, the Provider will contract Assessment and Counseling Services during evening hours by appointment.

WHEREAS, the Provider recognizes the need to assist employers such as "the Subscriber" in managing and resolving employee problems such as poor job performance, absenteeism, employee/employer relations, health insurance abuse, and on-the-job accidents.

WHEREAS, the Provider has developed an employer/employee benefit program (the "Life Care Plus Program" or "EAP") designed to identify and provide counseling for employees and dependents who have personal problems that may contribute to unacceptable job performance.

WHEREAS, the Subscriber employs approximately 150 employees as of the date of this agreement and the Subscriber wants to utilize the Life Care Plus Program.

WHEREAS, the Subscriber's intention is to make available to its employees, their dependents and/or family members (collectively "Beneficiaries") who are participating in, or, who are eligible to participate in the Subscriber's self-funded Life Care Plus Program, a range of substance abuse/chemical dependency and mental health treatment services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. PROVIDER'S OBLIGATION:

The PROVIDER will use its best efforts to provide the following services ("EAP Services") from April 14, 2012 to April 14, 2013 (the "Contract Period") for beneficiaries.

A. General Program Development Services:

1. Emergency Crisis Services: The Provider agrees to provide an "emergency help line" telephone consultation service operated twenty-four (24) hours per day and seven (7) days per week. Normal EAP counseling hours are 8:00 a.m. – 5:00 p.m., Monday through Friday.

2. Arranging for Services: The Provider agrees to provide EAP counselor for face-to-face confidential emergency consultation with the Beneficiary within twenty-four (24) hours over the weekdays or forty-eight (48) hours over the weekend, if requested by the Beneficiary; the Provider agrees that Beneficiaries can reach an EAP counselor by making a phone call to Singing River Services from 8:00 a.m. to 5:00 p.m. Monday through Friday for an appointment. Telephone referrals will be made in severe crisis to the emergency room and support groups, etc., so that the recovery process can commence.

3. Extent of Services and Exclusions: Each beneficiary may have access to all mental health services available through the contractor at no out-of-pocket expense and at no charge to the Subscriber's insurance program subject to the following limitations:

a. Services normally provided by the Provider are covered. Service needs that are not normally provided at any of the Singing River Services facilities are not covered (i.e., hospitalization).

b. A legal DUI assessment fee of $100.00 will be charged to the Beneficiary arrested for DUI offense and who seeks counseling by referral to Singing River Services.

c. Receipt of funds pursuant to this agreement does not preclude the provider from charging other third parties covering beneficiaries for services. This includes Medicaid and insurance covering primarily other family members and special grant funds. In such

event, funds received pursuant to this agreement will be used to pay co-payments, if any.

d. Room and board will be provided at The Stevens Center only. A Deductible of $250.00 will be charged to the beneficiary participating in the Stevens Center Residential treatment. The balance is covered by this contract.

e. A deductible of $100.00 will be charged to the beneficiary participating in the Phoenix Intensive Outpatient Alcohol and Drug Program. The balance will be covered by the contract.

f. Clinical visits are not to exceed six (6) visits per client.

4. Liaison Services: Provider agrees to provide an EAP coordinator to serve as a Liaison between the Subscriber and the Provider, to plan and help implement wellness and prevention programming, to encourage employee participation of the EAP, and to gain the recognition of problems which may later impede their work performance.

B. Problem Assessment, Case Management, and Referral Services:

1. The EAP coordinator (or a member of Provider's Staff) agrees to refer Subscriber's employees and/or their dependents to an appropriate competent professional treatment program with Singing River Services at no cost or, if necessary, to an outside resource at the expense of the beneficiary for services not covered by this agreement. Such referrals and general assessments shall include the beneficiaries' problem list, social summary, assessment of mental status, tentative diagnosis, and recommended treatment.

2. The Provider agrees to supply the Subscriber's supervisors with a Supervisory guide for making referrals to the EAP. The EAP counselor will assist the employee in formulating an assistance plan, will identify appropriate therapeutic resources, and will document employee progress therein.

3. The Provider agrees to arrange, as appropriate and as needed, ongoing consultation with Subscriber regarding special handling or re-integration of employees after treatment.

4. The Provider will suggest that any employee seeking counseling regarding

job or employer dissatisfaction to contact the Subscriber personnel manager or designee. However, the EAP counselor will counsel with any employee regarding the employee's attitudes or feelings as relates to job satisfaction.

5. The Provider, at its discretion, may discontinue treatment services for beneficiaries who seek such referrals on a continuous basis for the same problems without utilizing recommended solutions or who violate program rules.

C. Reporting Services:

1. The Provider agrees to furnish to any Subscriber's supervisor, who so requests, a periodic participation report for beneficiaries who have sought EAP counseling or treatment upon referral from said supervisor; said beneficiary must give written consent for such reporting to be shared with the supervisor.

2. Quarterly reports regarding employee usage will be submitted to

VENEECE A. BARNETT, PERSONNEL GENERALIST

II. SUBSCRIBER'S OBLIGATIONS:

The Subscriber will cooperate fully with the Provider so as to allow the Provider to Discharge its obligations and provide the services described herein. Additionally, the Subscriber agrees:

A. Commitments:

1. To issue a policy directive announcing the availability of EAP services to its employees and shall allow on-the-job time for training sessions for supervisors as well as orientation programs for non-supervisory employees which sessions will be made available by the Provider. The Subscriber will assist in disseminating promotional and educational materials designed to encourage utilization.

2. To pay the Provider $3500.00 per year, in consideration of the Life Care Plus services performed by the Provider for the duration of the contract period. The agreement shall be extended automatically under the same terms unless either party shall notify the other party in writing at least thirty (30) days prior to the end of the initial term or any renewal terms that alterations or termination is desired. Fee rates remain the same until the anniversary date and may be renegotiated before continuance of EAP and counseling services and initiation of a new contact.

3. To submit to the Provider on fifth (5th) day of the first month an initial list of employees qualifying for EAP services and updating said list monthly. Payment will be made at the execution of the contract.

B. Miscellaneous:

1. Licensure: The Provider represents and warrants that it is duly licensed and certified to provide covered services in Mississippi, where covered services to beneficiaries are rendered and shall maintain such standing while an agreement is in effect.

2. Professional Liability Insurance Coverage: The Provider, at its sole cost and expense, shall provide and maintain such policies of general liability and professional liability insurance, other insurance as shall be necessary to insure the Provider and its personnel and agents against any claims for damages arising by reason of personal injuries or death occasions, directly or indirectly in connection with the performance of any service provided hereunder.

3. Confidentiality of Records: Both the Subscriber and Provider agree that mental health and substance abuse records of beneficiaries shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records. Provider reserves the right to use the information without disclosing the identity of the beneficiaries for reporting purposes.

4. Termination for Cause: The Agreement may be terminated for cause under the following conditions:

a. Upon default by the Subscriber in payment of compensation in accordance with the Agreement. The Provider may terminate the Agreement thirty (30) days after the Provider has given written notice to the Subscriber of such default.

b. Upon material breach of the Agreement by either party, the non-breaching party may terminate the Agreement after thirty (30) days written notice to the breaching party, specifying the facts and circumstances of the breach.

c. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney fees, expenses and court costs (including, without limitation, all such fees, cost, and expenses incident to appeals), incurred in that action or

proceeding, in addition to any other relief to which such party may be entitled.

5. Hold Harmless: The Provider shall hold harmless and indemnify the Subscriber from any claims, losses, damages, judgements, liabilities, costs expenses or obligations, including but not limited to attorney fees and expenses arising out of or resulting from the Provider's gross negligence or willful misconduct in its provisions of mental health and substance abuse services to beneficiaries.

6. The Subscriber shall hold harmless and indemnify the Provider from any claims losses, damages, judgements, liabilities, costs expenses or obligations, including but not limited to attorney fees and expenses arising out of or resulting from decisions or directives of the Subscriber's gross negligence or willful misconduct in administering its management and coordinating responsibilities of the program.

IN WITNESS WHEREOF, the parties have entered in to this agreement on the_____ day of _____, 2012.

SINGING RIVER SERVICES BY: _____
Sherman F. Blackwell, II
Executive Director

Tax ID Number 640 650 708

CITY OF GAUTIER: BY: Samantha D. Hall
City Manager's Signature

City of Gautier
CONSENT ITEM #9
Fact Sheet

Council Meeting:	February 5, 2013
Title:	Maintenance plan agreement with South Mississippi Business Machines
Introduced by:	
Contact Person/Telephone	Cindy Steen 497-3518

Summary Explanation: Authorization to accept the maintenance plan agreement between South Mississippi Business Machines agreement and the City of Gautier for Police Department's Sharp MX-M550U Copier. Agreement amount is one thousand one hundred and sixty four dollars ($1,164.00)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:													
Fortenberry	☐	Martin	☐	Jones	☐	Guillotte	☐	Gollott	☐	Macfarland	☐	Colledge	☐

Second Made by:													
Fortenberry	☐	Martin	☐	Jones	☐	Guillotte	☐	Gollott	☐	Macfarland	☐	Colledge	☐

Voted as follows:		AYES	NAYS	Abstained	Absent
Mayor	Fortenberry	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	Jones	☐	☐	☐	☐
Ward 2	Guillotte	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Macfarland	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2013

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a maintenance plan agreement with South Mississippi Business Machines for the Police Department's Sharp MX-M550U copier in the amount of one thousand one hundred and sixty four dollars ($1,164.00).

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Blank, seconded by BLANK and the following vote was recorded:

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 5, 2013.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell, Interim City Clerk

Date: January 29th, 2013

Subject: Maintenance Plan Agreement with South Mississippi Business Machines

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REQUEST:
City Council authorization is requested for the City of Gautier to accept the maintenance plan agreement between South Mississippi Business Machines agreement and the City of Gautier for the Police Department's Sharp MX-M550U Copier. This agreement will be in the amount of one thousand one hundred and sixty four dollars ($1,164.00).

BACKGROUND:
This plan is designed to prevent untimely and costly breakdowns and maintain the highest print quality available. This plan includes the following:

- All parts, labor and supplies, inclusive of toner, developer, drum, cleaning rollers and heat rollers. Contract allows one toner for every sixty four thousand eight hundred (64,800) black copies. Any toner used above these limits will be chargeable at current SMBM rate.
- Loaner machine delivered within 24 hours if technician determines that machine cannot be repaired on-site in a timely manner.
- Periodic service checks performed with the customer first initiating the call.
- Free phone support during normal business hours for hardware related service issues.

RECOMMENDATION:
Based on the attached information from South Mississippi Business Machines, City staff recommends that City Council authorize renewal of the agreement for maintenance plan agreement in the amount of one thousand one hundred and sixty four dollars ($1,164.00).

FINANCIAL:
The cost of the renewal agreement will be funded out of fund 001-100-639 Police Department Repair and Maintenance – Equipment

ATTACHMENT(S):
South Mississippi Business Machines

SMBM SOUTH MISSISSIPPI BUSINESS MACHINES
THE FUTURE OF BUSINESS IS HERE.
PO Box 697 · Gulfport, MS. 39502 · Tel: 228-864-4845 · Fax: 228-868-9546 · Email: contracts@smbm.net

DIGITAL COPIER SERVICE AGREEMENT

Account # 043300 Customer Name CITY OF GAUTIER

Mach ID# 6941 Address or Location POLICE DEPT. 3330 HWY 90

Contract # MC 13590 City, State, Zip GAUTIER, MS 39553 Phone # 497-8007 SHANNON

Install Date 7-9-2007 Model # SHARP MX-M550U Serial # 75005953

Our Full Service Agreement has been designed to insure a longer and more productive life for your equipment. This agreement is designed to prevent untimely and costly breakdowns and maintain the highest print quality available. We will provide quality factory trained technicians as well as the highest quality parts and supplies for your equipment.

Hardware Terms

On-site service will be provided during normal business hours (Mon-Fri, 7:30am-4:30pm). Non-contract on-site service rate is $115.00 per hour, minimum one hour per call. Service performed on-site after 5pm weekdays is charged at a rate of $175.00 per hour, minimum one hour per call.

Agreement includes the following:

- All parts, labor and supplies, inclusive of toner, developer, drum, cleaning rollers and heat rollers. Contract allows one toner for every 64,800 black copies. Any toner used above these limits will be chargeable at current SMBM rate.
- Loaner machine delivered within 24 hours if technician determines that machine cannot be repaired on-site in a timely manner.
- Periodic service checks performed with the customer first initiating the call.
- Free phone support during normal business hours for hardware related service issues.

Agreement excludes the following:

- Staples, toner collection bottles, broken cassettes, damaged exit trays or paper, unless noted by a SMBM representative in writing. See note below for any exceptions to these terms.
- Service due to the use of inferior or incompatible supplies.
- Service or repairs made necessary due to accident, general misuse or abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, power surges, fire or water casualty, or any other Act of God.
- Key operator functions (such as loading paper, changing toner and/or toner collection bottles, removing simple paper jams, cleaning the glass).
- Printer monitoring software, scanning software and/or network configuration, maintenance or restoration.
- Print drivers, print controllers, print servers, network interface cards (NIC) and network switches will not be covered under this agreement. These units will require an additional MFP Software Agreement.

Hardware Conditions

- Agreement will automatically renew year to year at the prevailing rate.
- Agreement shall remain in effect until either party elects to cancel with a 30 day advance written notice.
- Customer agrees to install SMBM approved surge protection devices on all equipment. Failure to do so may void agreement.
- All equipment under this agreement must have proper electrical supply/grounding per the manufacturer's specifications.
- SMBM reserves the right to change the terms/conditions of this agreement with a 30 day advance written notice.
- Agreement is not subject to any other terms/conditions either stated or implied, unless agreed upon by SMBM in writing.
- Any changes to this agreement by anyone other than a SMBM representative voids the agreement.
- Signature, purchase order and/or payment constitutes acceptance of terms as stated.

Beginning Date 9-29-12 Contract Type: ___Monthly ___Quarterly ___Semi-Annually X Annually

Black Base Rate $ 1164.00 Copy Allowance 20,000 QTR Overage Rate .017 CPC Rate ---------

Exceptions to this Agreement: _____

Printed Name: _____ Purchase Order # 13017 Beginning Meter: _____

Signature: _____ Title: _____ Date _____

Revised Jan 2012

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell, Interim City Clerk

Date: December 11, 2012

Subject: Maintenance Agreement for Ricoh Copier for City Clerk Department

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REQUEST:
City Council authorization is requested for the City of Gautier to accept the maintenance agreement between the City of Gautier and RJ Young Company for the maintenance and supplies of the new copier Ricoh MP C6501 in the amount of seven thousand four hundred and twenty eight dollars ($7,428.00).

BACKGROUND:
The cost of the agreement is set per 100,000 copies made in black and white and also 100,000 copies made in color.

The maintenance agreement covers the following:
Master Unit
Color Supplies
Drum/Photo Conductor
Imaging Units
Parts/Labor
Toner/Dispersant
Developer

RECOMMENDATION:
Based on the attached information from R.J.Young, City staff recommends that City Council authorize purchase of the Maintenance Plan Agreement for the Ricoh MP C6501 in the amount of seven thousand four hundred and twenty eight dollars ($7,428.00).

FINANCIAL:
The cost of the maintenance agreement is funded with the savings in the budgeted Ricoh MP C6501 copier, and also with the savings from the previous copier maintenance agreement.

ATTACHMENT(S):
RJ Young Maintenance Plan Agreement

RJ Young Company - Hattiesburg
130 JM Tatum Industrial Drive Hattiesburg, MS 39401

Order # EBT400

Supply Maintenance Plan Agreement

Customer Purchase Order

Sales Rep # 20SA45

Billing Location			*Install Location*		
Full Customer Name – Include Inc., Corp., LLC etc. City of Gautier			Customer Name City of Gautier		
			Department	County	
Street Address 3330 Hwy. 90			Street Address 3330 Hwy. 90		
City Gautier	State MS	Zip+4 39553	City Gautier	State MS	Zip+4 39553
Contact Name Cindy Steen	Phone # 228-497-3518	Fax # 228-497-1012	Key Operator Cindy Steen	Phone # 228-497-3518	Fax # 228-497-1012
Email csteen@gautier-ms.gov			Email csteen@gautier-ms.gov		

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh		MPC 6501			

Trade-In/Buyout (Items to be picked up)					Total This Page	
					Total From Add'l Equipment List	
					Sales Tax	
				Tax Exempt ☐ Yes ■ No Attach Exemption Certificate	Total	

1) The equipment specified above will be provided at the following rates:

Commencement Date	SMP/Maintenance	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency
	SMP	$7,428.00	Annual	Annual

Monthly Minimum Number of B&W Copies	Overage Rate per B&W Copy	Monthly Minimum Number of Color Copies	Overage Rate per Color Copy
10000	0.007900	10000	0.054000
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2

Agreement Includes

■ Yes	☐ No	Master Unit
■ Yes	☐ No	Color Supplies
■ Yes	☐ No	Drum/Photo Conductor
■ Yes	☐ No	Imaging Units
■ Yes	☐ No	Parts/Labor
■ Yes	☐ No	Toner/Dispersant
■ Yes	☐ No	Developer
☐ Yes	■ No	Other

■ New Account ■ New Equipment
☐ Upgrade ☐ Remanufactured Equipment
☐ Additional Unit
☐ MAM ☐ Used

☐ Yes ■ No MICR Toner

Remarks:
The above payment includes 120,000 Black & White impressions and 120,000 color impressions per year. B&W Overage @$.0079. Color Overage @$.054.

Additional terms and conditions on page 2.

Signature: _____
Print Name: _____
Title: _____ Date: _____

Sales Rep: _____ Date: _____

Sales Manager: _____ Date: _____

2. The title to any and all products listed on the Sales Order remain with RJ Young Company (RJY) until full payment is received from you. Invoices are payable upon receipt unless prior written approval is received from the RJY corporate offices.
3. Without prior written approval of RJY you may not assign any of your rights or obligations under this Agreement or allow a lien or encumbrance of any kind to be placed upon any products for which you have not received title free and clear.
4. If payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or $15.00 whichever is greater (or such lesser rate as is maximum rate allowed under applicable law). You also agree to pay $35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.
5. If payment is not paid when due, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under the law: (a) cancel this agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts, plus all our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession for any Equipment for which you have not received title free and clear.
6. This Agreement, and other terms and conditions that you have acknowledged receipt of by signing this Sales Order, constitute the entire Agreement.
7. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

SMP AND/OR MAINTENANCE AGREEMENT

The following terms and conditions are in addition to the General Terms and Conditions above.

8. Service includes both labor and material for adjustments, repairs and replacement of parts as necessitated by normal equipment usage. Also included are regularly scheduled preventive maintenance and emergency service subject to provisions. The charge is based on the original geographic installation location of the machine and RJY must be notified whenever the geographical location of the equipment is changed. If the equipment has been moved to a new RJY service zone, a new agreement must be reached. For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at $.0025 per scan. This agreement does not cover overhauls on the machine.
9. Service calls will be made during normal business hours at the specified installation address. (Business hours are 8:00 a.m. to 5:00 p.m., Monday to Friday). Travel and labor time on calls made other than during normal business hours will be charged to Customer at established overtime rates.
10. Meter cards or fax forms will be provided to the Customer for monthly or quarterly billings. If forms are not received by the required date, an estimated meter will be used for billing purposes.
11. Customer agrees to make available a Key Operator for training purposes in the use of the equipment and agrees to notify RJY of any change in the Key Operator assignment.
12. Service will not be provided on equipment upon which there has been used unauthorized parts or supplies or that has been modified or used by unauthorized personnel to repair or change said equipment. Master or drums will not be replaced under this agreement when damage is caused by operator abuse or error. An initial master or drum charge may be required on older equipment.
13. This agreement shall be effective on the date of delivery of equipment if new equipment, otherwise on the commencement date listed on the contract and shall continue for a period of 12 months from the date and will automatically renew for consecutive 12 month periods unless written cancellation notice is given by either party 30 days prior to the end of the then current term. In the event of cancellation of this agreement for any reason, unused supplies shall be the property of RJY, although Customer may purchase the supplies at the then prevailing retail rates. Customer agrees to pay the periodic charges and upon failure to do so RJY may (1) terminate the agreement, (2) refuse to service the equipment or furnish supplies, (3) recover damages as a result thereof.
14. At the end of each contract anniversary date, the rate charge can increase without written notice to allow for cost increases.
15. This agreement is not refundable or transferrable to a third party. If the equipment is traded in on new equipment, any unused portion of the contract period charge shall be prorated and credited to the Customer.
16. This agreement may not be assigned by Customer without the written consent of RJY. This instrument contains the entire agreement between the parties and cannot be altered or amended except by an instrument in writing signed by the parties hereto. Any agreement containing variations from the printed terms set forth herein must be accepted and counter-signed by an officer of RJY at its offices in Nashville, Tennessee.
17. Sales or use tax shall be added where applicable.

HANCOCK BANK
Lease Purchase Closing Memorandum

Transaction Profile

Date of Funding:	**TBD**
Government Name:	**City of Gautier, Mississippi**
Type of Governing Body:	**Mayor and City Council**
Amount, Rate & Term of Lease:	**$25,197.00 / 2.19% / 3 Annual Payments**
Annual Payment Amount:	**$8,769.53**
Equipment Description:	**One (1) New 2013 Ford F 150**

Schedule & Description of Closing Documents

Step # and Document Description:

1. **Authorizing Resolution** – *This document authorizes the lease purchase financing by the governing body and gives the appropriate officials the authority to enter into such contract.* The Resolution must be passed by the City Council and executed (signed) by the City Manage rand City Clerk before any other document is executed. The original, signed copy needs to be sent back to Hancock Bank in the Federal Express envelope provided within.

2. **Governmental Lease Purchase Agreement** – *This document is the contract between the lessor and the lessee (City of Gautier) which is the basis of the transaction.* This Agreement must be signed and dated on or after the Resolution is passed and before or at the funding of the lease (not after!). The original, signed copy needs to be sent back to Hancock Bank in the Federal Express envelope provided within.

3. **Attachments to the Lease Agreement** – *These various documents support and perfect the Lease Agreement as well as the interests of the parties to the transaction.* These documents should be signed and executed by the appropriate officials and dated with the same date as that of the Lease Agreement. The original, signed copies need to be sent back to Hancock Bank in the Federal Express envelope provided within.

   Important Notes Regarding Attachments:
   - IRS Form 8038G – Hancock Bank will file this form with the Internal Revenue Service, as required by law, on behalf of the City. Please have it signed by the appropriate official and return it to Hancock Bank along with the rest of the documents.
   - Purchase Orders and Invoices – Hancock Bank must have **all** Purchase Orders and Invoices (copies are sufficient) issued to or received from the equipment vendor.
   - Evidence of Insurance – Hancock Bank must be shown as additional insured and loss payee on the equipment's insurance policy. Please provide an insurance certificate or some other form of evidence of insurance.

4. **Legal Opinion of Lessee's Counsel** – This opinion must be printed on the City Attorney's letterhead and dated on or after the date of the Lease Agreement (not before!). The original, signed copy needs to be sent back to Hancock Bank in the Federal Express Envelope provided within.

***Please Note: There is no need to make copies of the documents. Hancock Bank will provide a package containing copies of all transaction documents soon after closing.**

Governmental Lease Purchase Agreement

Lessor:	Hancock Bank P.O. Box 4019 Gulfport, MS 39502	Lessee:	City of Gautier, Mississippi 3330 Hwy 90 Gautier, MS 39553

This GOVERNMENTAL LEASE PURCHASE AGREEMENT (the "Agreement") entered into between HANCOCK BANK, a corporation duly organized and existing under the laws of the State of Mississippi (the "Lessor"), and the CITY OF GAUTIER, MISSISSIPPI (Lessee), a body, corporate and politic, duly organized and existing under the laws of the State of Mississippi ("State").

WITNESSETH

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of, and for the purposes set forth in, this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Covenants of Lessee: Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State. (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. (c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder. (d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit "A", or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed an opinion of its counsel substantially in the form attached hereto as Exhibit "B". (e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee. (f) During the period this Agreement is in force, Lessee will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee. (g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms. (h) The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become fixtures.

ARTICLE II

Definitions: The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" - means this Governmental Lease Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" - is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which date shall be the date on which the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance attached hereto as Exhibit "F".

"Equipment" - means the property described in Exhibit "D" and which is the subject of this Agreement.

"Lease Term" - means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01, but in no event longer than the number of months set forth in Exhibit "E" of the Agreement.

"Lessee" - means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" - means (i) Hancock Bank, a corporation, acting as Lessor hereunder; (ii) Any surviving, resulting or transferee corporation; and (iii) Except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" - means that period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" - means the amount which Lessee may, in its discretion, pay to Lessor in order to purchase the Equipment, as set forth in Exhibit "E" hereto.

"Renewal Term(s)" - means the automatic renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one (1) year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the anniversary of the Commencement Date therein.

"Rental Payments" - means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term as set forth in Exhibit "E" of this Agreement.

"Vendor" - means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III

Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, the Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV

LEASE TERM

Section 4.01 Commencement of Lease Term

AUTHORIZING RESOLUTION

COUNCIL MEMBER Gollott moved the adoption of the following Resolution and Order:

A RESOLUTION OF THE CITY COUNCIL, THE GOVERNING BODY ("THE BOARD") OF THE CITY OF GAUTIER, MISSISSIPPI (THE "LESSEE"), FINDING IT NECESSARY TO ACQUIRE EQUIPMENT FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AUTHORIZED BY LAW: FINDING THAT IT WOULD BE IN THE PUBLIC INTEREST TO ACQUIRE SUCH EQUIPMENT UNDER THE TERMS OF A LEASE PURCHASE AGREEMENT; FINDING THAT THE HANCOCK BANK, GULFPORT, MISSISSIPPI, (THE "LESSOR") HAS OFFERED TO ACQUIRE SUCH EQUIPMENT, OR TO ACQUIRE FROM AND REIMBURSE THE LESSEE FOR THE COST OF SUCH EQUIPMENT IN THE EVENT THE EQUIPMENT HAS ALREADY BEEN PURCHASED BY THE LESSEE, AND TO LEASE SUCH EQUIPMENT TO LESSEE: FINDING THAT SUCH PROPOSAL IS IN THE INTEREST OF THE LESSEE AND AUTHORIZING AND DIRECTING THE AUTHORIZED OFFICERS (AS HEREINAFTER DEFINED) TO EXECUTE A LEASE PURCHASE AGREEMENT AND SUPPORTING SCHEDULES AND ATTACHMENTS INCLUDING, BUT NOT LIMITED TO, ASSIGNMENTS OF TITLE TO THE EQUIPMENT TO HANCOCK BANK TO THE END THAT THE EQUIPMENT SHALL BE ACQUIRED BY SUCH BANK AND LEASED TO THE LESSEE ON THE TERMS AND CONDITIONS EXPRESSED IN SUCH LEASE.

WHEREAS, the Board has determined that it is necessary to acquire certain items of Equipment (the "Equipment") for use by the Lessee for purposes authorized by law and

WHEREAS, the Board had by these presents determined that it would be in the public interest to acquire such Equipment through a Lease Purchase Agreement as provided under Section 31-7-13 (e) MISS.CODE ANN. (1972), as amended, and

WHEREAS, the Board anticipates that it will not issue more than $10,000,000.00 of qualified tax-exempt obligations during calendar year 2012 and desires to designate the Lease Purchase Agreement as a qualified tax-exempt obligation of the Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, ("the Code").

WHEREAS, to the best knowledge and belief of the Board, this lease qualifies as a qualified project bond within the meaning of the Tax Reform Act of 1986; and

WHEREAS, the Hancock Bank of Gulfport, Mississippi, has proposed to acquire the Equipment at the offered price and to lease the Equipment to the Lessee at a rate of 2.19% per annum.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1: The City Manager and City Clerk (hereinafter the "Authorized Officers") are hereby authorized and directed to execute a Lease Purchase Agreement (also referred to as a "Governmental Lease Purchase Agreement"), either reference being the "Agreement", and all attachments thereto. Such Agreement shall be in substantially the form attached hereto with such appropriate variations, omissions and insertions as are permitted or required by this Resolution and as are consented to by the Lessee's representatives (the "Authorized Officers") executing the Agreement, such consent being evidenced by their signatures.

SECTION 2: The Equipment to be leased pursuant to the Agreement shall be more fully described in a schedule to the Agreement titled "Exhibit D – Description of the Equipment". Upon delivery and acceptance by the Lessee of the Equipment, the Authorized Officers are authorized and directed to execute a Certificate of Acceptance of such Equipment and, as provided in Section 4.01 of such Lease, the lease term shall commence on the date of acceptance.

SECTION 3: The Authorized Officers are further authorized and directed to execute on behalf of the Lessee a Financing Statement and all other documents as provided for under Section 7.02 of such Lease to establish and maintain the security interest of Hancock Bank in such Equipment.

SECTION 4: The Board hereby designates the Lease Purchase Agreement as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code.

SECTION 5: The Lessee and the Board understand Section 8.03 of the Agreement ("Provisions Regarding Insurance") and agree to provide property damage and liability insurance in accordance with the terms of the Agreement.

COUNCIL MEMBER Martin seconded the motion and after a full discussion, the same was put to vote with the following results:

Mayor Tommy Fortenberry	Voted: AYES
Councilman Ward 1 Johnny Jones	Voted: AYES
Councilman Ward 2 Hurley Ray Guillotte	Voted: AYES
Councilman Ward 3 Gordon Gollott	Voted: AYES
Councilwoman At Large Mary Martin	Voted: AYES
Councilman Ward 4 Scott Macfarland	Voted: AYES
Councilman Ward 5 Adam Colledge	Voted: AYES

The motion, having received an affirmative vote, was carried and the resolution adopted, this the 20th day of November 2012.

By: Samantha D. Abell

Ms. Samantha Abell

City Manager

{Seal}

Attest: Cindy Russell

Ms. Cindy Russell

City Clerk

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name with its corporate seal hereunder affixed and attested by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first written below.

LESSOR: HANCOCK BANK

By:_____
MR. JONATHAN KING
PUBLIC FINANCE OFFICER

As of _____, 2012

LESSEE: CITY OF GAUTIER, MS

By: Samantha D. Abell
SAMANTHA ABELL
CITY MANAGER

As of Nov. 26th, 2012

ATTEST:

By: Cindy Russell
MS. CINDY RUSSELL
CITY CLERK

{CITY SEAL}

As of _____, 2012

EXHIBIT "A"

RESOLUTION OF LESSEE

EXHIBIT "B"

{ATTACH LEGAL & TAX OPINION FROM LESSEE'S COUNSEL}

EXHIBIT "C"
CERTIFICATE AS TO ARBITRAGE

We, the undersigned, **CITY OF GAUTIER, MS** (the "Lessee") being the person duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement" (the "Agreement") dated November 20, **2012** and issued said date hereby certify that:

1. The Agreement was issued by the Lessee under and pursuant to SEC. 31-7-13(e) MISS. CODE ANN. (1972) Law to finance the acquisition of certain equipment described therein.

2. Pursuant to the Agreement, the Lessee is entitled to receive said equipment in consideration for the obligation of the Lessee under the Agreement. Said equipment will be used in furtherance of the public purposes of the Lessee. The Lessee does not intend to sell equipment or said Agreement or to otherwise dispose of said equipment during the term of the Agreement. The Lessee will not receive any monies, funds, or other "proceeds" as a result of the Agreement.

3. The Lessee expects to make payments under the Agreement from its general funds on the basis of annual appropriations in amount equal to the required payments under the Agreement. The remaining general funds of the Lessee are not reasonably expected to be used to make such payments and no other monies are pledged to the Agreement or reasonably expected to be used to pay principal and interest on the Agreement.

4. The Lessee has not received notice that its Certificate may not be relied upon with respect to its own issues nor has it been advised than any adverse action by the Commissioner of Internal Revenue is contemplated.

To the best of our knowledge, information and belief the expectations herein expressed are reasonable and there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____ **2012**.

CITY OF GAUTIER, MS

By: Samantha Abell
Samantha Abell
City Manager

By: Cindy Russell
Cindy Russell
City Clerk

EXHIBIT "D"
DESCRIPTION OF EQUIPMENT

The Equipment that is listed on the invoices attached to this Exhibit D is the subject of the Governmental Lease Purchase Agreement dated November 20 **2012** entered into between Hancock Bank and the City of Gautier, Mississippi. Lessee hereby certifies that the description of the personal property set forth in the attached invoices constitutes an accurate description of the "Equipment", as defined in the above referenced Governmental Lease Purchase Agreement.

CITY OF GAUTIER, MS

By: Samantha Abell
Samantha Abell
City Manager

By: Cindy Russell
Cindy Russell
City Clerk

EXHIBIT "E"
RENTAL PAYMENTS

Annual rentals on this agreement are $8,769.53. The first rental due on this agreement will be due on the **TBD** day of **TBD Month 2013**and subsequent annual rentals will be due on the **TBD** of each **year** thereafter. The lease term of this agreement is **3 annual** payments with a $1.00 Purchase Option available to the Lessee at contract end. The purchase price during the original or any renewal term shall be the amount set forth as the "balance" or "outstanding balance" on the attached amortization schedule plus $1.00 plus accrued but unpaid interest amounts as set forth on the attached schedule plus other amounts payable by lessee under the terms of the lease.

EXHIBIT "F"
ACCEPTANCE CERTIFICATE

The undersigned, **CITY OF GAUTIER, MS** as Lessee under the Governmental Lease Purchase Agreement (the "Agreement") dated _____, **2012** with HANCOCK BANK ("Lessor"), acknowledges receipt in good condition of all of the Equipment described in the Agreement and Exhibit "D" thereto this _____, **2012** and certifies that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Agreement to date.

CITY OF GAUTIER, MS

By: _____
Samantha Abell
City Manager

By: _____
Cindy Russell
City Clerk

EXHIBIT G
ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: HANCOCK BANK

RE: Governmental Lease Purchase Agreement

Gentlemen:

Reference is made to that certain Governmental Lease Purchase Agreement, dated November 20 2012 ("Lease"), between Lessor and us, **CITY OF GAUTIER, MS** as Lessee, leasing the personal property ("Property") described in Exhibit "D" to such Lease. This confirms and affirms that the Property is essential to the functions of the undersigned as or to the service we provided to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Property, which need is not temporarily or expected to diminish in the foreseeable future. The Property will be used by us only for the purpose of performing one or more of the governmental or proprietary functions consistent with the permissible scope of our authority.

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year in as much as there will be a continued need for such property.

Very truly yours,

CITY OF GAUTIER, MS

By: Samantha D Abell
Samantha Abell
City Manager

By: Cindy Russell
Cindy Russell
City Clerk

Exhibit H
BILL OF SALE

For and in consideration of the purchase price of **$25,197.00** paid by Hancock Bank, Gulfport, Mississippi ("Lessor"), to _____ ("Vendor/Lessee"), receipt of which is hereby acknowledged, the Lessee hereby sells, assigns, and transfers to Lessor, the equipment (the "Equipment") now in the possession of Lessee as described on Exhibit D and the attachments thereto.

It is agreed that the Equipment is to remain in the possession of Lessee but that the possession thereof by Lessee shall, from and after the date hereof, be subject to the Governmental Lease Purchase Agreement dated as of November 30, **2012** between Lessor and Lessee (the "Agreement"), with the same effect as though the Equipment had been acquired by Lessor and delivered to Lessee as of the date hereof. The rental applicable to the Equipment shall be determined in accordance with the terms of the Agreement.

Lessee hereby represents and warrants that the Equipment is now in the possession of the Lessee and hereby transfers to Lessor the Equipment free and clear of any and all liens and encumbrances, subject to re-conveyance and retention of title to Lessee as provided in the Agreement.

Lessee hereby agrees, upon request of Lessor, to execute and deliver any other instruments, papers, or documents which may be required, or desirable, in the opinion of Lessor in order to give effect to this Bill of Sale.

IN WITNESS WHEREOF Lessee has duly executed this Bill of Sale as of this 26th day of November **2012.**

CITY OF GAUTIER, MS

BY: Samantha D Abell
Samantha Abell
City Manager

BY: Cindy Russell
Cindy Russell
City Clerk

Exhibit J
ASSIGNMENT OF PURCHASE ORDERS

For value received, the **CITY OF GAUTIER, MS** ("Assignor") does hereby, sell, assign and transfer to Hancock Bank, Gulfport, Mississippi ("Assignee") all its right, title and interest in and to and delegates all its duties under the purchase orders attached hereto and made a part hereof (the "Purchase Orders"), including without limitation the right to take title to the equipment (the "Equipment") described in the Purchase Orders and to be named as purchaser in any bills of sale and/or invoices to be delivered in connection therewith, subject to the provisions of the Agreement with respect to the transfer of title to Lessee.

The Assignor represents that the Purchase Orders are in full force and effect and enforceable in accordance with the terms thereof, and are assignable and the duties thereunder delegable and that this Assignment is a valid exercise of the rights of the Assignor.

This Assignment is executed for the purpose of enabling Assignee to purchase the Equipment specified on the Purchase Orders which Assignee will lease to Assignor pursuant to a certain Governmental Lease Purchase Agreement dated as of November 20, **2012** and of which this Assignment constitutes an integral part, and is subject to the provisions of the Agreement with respect to the transfer of title to Lessee.

Assignee has caused or will cause all actions to be taken as provided in the Purchase Orders assigned hereby including those pertaining to the delivery, installation, quality and quantities of Equipment.

EXECUTED this _____ day of _____ **2012.**

CITY OF GAUTIER, MS

BY: _____
Samantha Abell
City Manager

BY: _____
Cindy Russell
City Clerk

Exhibit K
ASSIGNMENT OF INVOICES

For value received, the **CITY OF GAUTIER, MS** ("Assignor") does hereby sell, assign and transfer to Hancock Bank, Gulfport, Mississippi ("Assignee") all its right, title and interest in and to and delegates its duties under the invoices attached hereto and made a part hereof (the "Invoices").

The Assignor represents that the Invoices are in full force and effect and are assignable and that this Assignment is a valid exercise of the rights of the Assignor.

This Assignment is executed for the purpose of establishing in Assignee clear title to the equipment specified on the Invoices which equipment is subject to that certain Governmental Lease Purchase Agreement dated as of November 20 **2012** by the Assignor and Assignee, of which this Assignment constitutes an integral part, including those provisions for the transfer and retention of title to Lessee as provided in the Agreement.

This Assignment of Invoices is executed as of this _____ day of _____ **2012.**

CITY OF GAUTIER, MS

BY: Samantha D. Abell
Samantha Abell
City Manager

BY: Cindy Russell
Cindy Russell
City Clerk

EXHIBIT L
CERTIFICATE WITH RESPECT TO
QUALIFIED TAX-EXEMPT OBLIGATION

We, the undersigned representatives of the **CITY OF GAUTIER, MS** (the "Lessee") being the persons duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement" (the "Agreement") dated November 26 2012 and issued said date hereby certify that:

1. This Certificate is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax-exempt obligation of Lessee for purposes of the Tax Reform Act of 1986.

2. The Lease being issued by Lessee is in calendar year 2012.

3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.

4. To the best knowledge and belief of Lessee the Lease is issued to provide financing as a qualified project bond within the meaning of the Act.

5. Including the Lease herein so designated, Lessee has not designated more than $10,000,000.00 of obligations issued during calendar year 2012 as qualified tax-exempt obligations.

6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by lessee during calendar year 2012 will not exceed $10,000,000.00.

To the best of our knowledge, information and belief the expectations herein expressed are reasonable and there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed.

IN WITNESS WHEREOF, we have hereunto set our hands this 26th day of November 2012.

CITY OF GAUTIER, MS

By: Samantha Abell
Samantha Abell
City Manager

By: Cindy Russell
Cindy Russell
City Clerk

EXHIBIT M
AGREEMENT TO TENDER VEHICLE TITLE TO LESSOR

We, the undersigned officers of City of Gautier, Mississippi ("Lessee"), being the persons duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement (the "Agreement") dated as of November 20, 2012 hereby agree to give to Hancock Bank ("Lessor") the title to the vehicle being financed through the above referenced Agreement within ten days of receipt of the title from the State of Mississippi.

Upon receipt of the vehicle title from the Lessee, Hancock Bank will file a title application with the State of Mississippi in order that Hancock Bank may be shown as lien holder on the vehicle.

IN WITNESS WHEREOF, we have hereunto set our hands as of this 26th day of November, 2012.

CITY OF GAUTIER, MS

By: Samantha Abell
Samantha Abell
City Manager

By: Cindy Russell
Cindy Russell
City Clerk

Mayor
Tommy Fortenberry

Council
At Large Mary F. Martin
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
Ward 3 Gordon T. Gollott
Ward 4 Scott D. Macfarland
Ward 5 Adam D. Colledge

City of Gautier
Gautier, Mississippi

City Manager
Samantha D. Abell

Interim City Clerk
Cindy Russell

3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

November 26, 2012

Hancock Bank
Post Office Box 4019
Gulfport, Mississippi 39502

Re: Lease-Purchase of Equipment by the City of Gautier, Mississippi

Gentlemen:

Pursuant to your request, I hereby render the following opinion regarding the Equipment Lease-Purchase Agreement ("Agreement"), dated November 20, 2012, between the City of Gautier, Mississippi ("Lessee") and Hancock Bank ("Lessor").

I have acted as counsel to the Lessee and its Governing Board with respect to certain legal matters pertaining to the Agreement and to the transactions contemplated thereby. I am familiar with the Agreement and I have examined such agreements, schedules, statements, certificates, records, including minutes of the Governing Body of the Lessee and other instruments of public officials, Lessee and other persons as I have considered necessary or proper as a basis for the opinions hereinafter stated.

Based upon such examination, I am of the opinion that:

1. Lessee has full power, authority and legal right to purchase equipment, as defined in the Agreement, and to execute, deliver and perform the terms of the Agreement. The purchase of the equipment and the execution, delivery and performance of the Agreement has been duly authorized by all necessary action on the part of Lessee and any other governing authority and does not require the approval of, or the giving of notice to any other federal, state, local, or foreign governmental authority and does not contravene any law binding on Lessee or the Governing Body or contravene any indenture, credit agreement or other agreement to which Lessee or the Governing Body is a party or by which it is bound. The Agreement grants the Lessor a valid first priority security interest in the Equipment, upon the timely and proper filing of UCC-1 financing statements and title application evidencing the Lessor's interest.

2. The Agreement has been duly authorized, executed and delivered and constitutes a valid and binding obligation of Lessee and the Governing Body enforceable in accordance with its terms.

3. All required procedures for execution of the Agreement, including competitive bidding, if applicable, have been complied with, and all rentals will be paid out of funds which are legally available for such purpose.

4. There are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or other body against Lessee or the Governing Body which may materially affect Lessee's or the Governing Body's financial condition or operations or which

   could have any effect whatsoever upon the validity, performance or enforcement of the terms of the Agreement.

5. With respect to the tax exempt status of the portion of rental payments under the agreement:

   (a) The City of Gautier, Mississippi, is a body politic incorporated under the laws of the State of Mississippi;

   (b) The Lessee has designated the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986.

This opinion letter is being furnished to Hancock Bank in connection with the above referenced transaction and the opinions expressed herein are for the sole benefit of Lessor and its successors or assigns, and may be relied upon only by Lessor and its successors or assigns. The foregoing opinions are qualified to the extent that the enforcement of the Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights, heretofore or hereafter enacted.

Witness my signature, this the day of 2012.

Very truly yours,

By: Samantha D. Shelf

Form **8038-GC**
(Rev. May 2009)
Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ Under Internal Revenue Code section 149(e)

Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*

OMB No. 1545-0720

Part I Reporting Authority — Check box if Amended Return ▶ ☐

1	Issuer's name City of Gautier, MS	2 Issuer's employer identification number 64 ¦ 0732369
3	Number and street (or P.O. box if mail is not delivered to street address) 3330 Hwy 90	Room/suite
4	City, town, or post office, state, and ZIP code Gautier, MS. 39553	5 Report number *(For IRS Use Only)* 5
6	Name and title of officer or legal representative whom the IRS may call for more information Ms. Cindy Russell-City Clerk	7 Telephone number of officer or legal representative (228) 497-8000

Part II Description of Obligations Check one: a single issue ☑ or a consolidated return ☐.

8a	Issue price of obligation(s) (see instructions)	8a	$25,197 00
b	Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ ___/___/___		
9	Amount of the reported obligation(s) on line 8a that is:		
a	For leases for vehicles	9a	$25,197 00
b	For leases for office equipment	9b	
c	For leases for real property	9c	
d	For leases for other (see instructions)	9d	
e	For bank loans for vehicles	9e	
f	For bank loans for office equipment	9f	
g	For bank loans for real property	9g	
h	For bank loans for other (see instructions)	9h	
i	Used to refund prior issue(s)	9i	
j	Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j	
k	Other	9k	
10	If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ ☑		
11	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ ☐		
12	Vendor's or bank's name:		
13	Vendor's or bank's employer identification number:		

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Issuer's authorized representative — Date — Ms. Cindy Russell-City Clerk (Type or print name and title)

Paid Preparer's Use Only

Preparer's signature ▶	Date	Check if self-employed ☐	Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code ▶		EIN	
		Phone no. ( )	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than $100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev. Proc. 2002-48, 2002-2 C.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under Section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* below.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Form 8038-GC Receipt Acknowledgement

If you wish to request an acknowledgement receipt of this return by the IRS you must provide the following:

- A cover letter specifically requesting the acknowledgement of this return.
- A copy (or copies, if multiple acknowledgements are requested) of the return being filed, with "Acknowledgement Copy" written across the top of the first page of each copy. For multiple requests, the copies must be stapled together.
- A self-addressed stamped envelope for each acknowledgement receipt recipient.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or $5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½ % of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "*Amended Return*" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address. If the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2008 for a single issue issued on March 15, 2008), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2008, enter 01/01/2008).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple issuers or banks, issuers should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple issuers or banks, issuers should attach a schedule.

Signature

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer's Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature,
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form	4 hr., 46 min.
Preparing the form	2 hr., 22 min.
Copying, assembling, and sending the form to the IRS	2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File* on page 1.

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT is made and entered into as of March 19, 2013 (this "Agreement"), by and between the **CITY OF GAUTIER, MISSISSIPPI** (the "City"), a body politic of the State of Mississippi (the "State"), **SINGING RIVER, LLC**, a Mississippi limited liability company, and **SM PROPERTIES GAUTIER, LLC**, a Mississippi limited liability company (collectively, the "Developer"), and **WAL-MART REAL ESTATE TRUST**, a Delaware statutory trust ("Wal-Mart").

WITNESSETH:

WHEREAS, the Developer is in the process of redeveloping the Singing River Mall retail shopping complex, more particularly described in the Tax Increment Financing Plan, Town Center Project, Gautier, Mississippi, October 2011 (the "City TIF Plan") and in **EXHIBIT A** hereto (the "Project");

WHEREAS, pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), the City is authorized to undertake redevelopment projects (as defined in the Act) in connection with redevelopment plans (as defined in the Act) within the City in order to encourage private redevelopment therein and is authorized to finance such redevelopment projects through the issuance of tax increment financing bonds; and

WHEREAS, the Developer has requested the City issue tax increment financing bonds, in one or more series, pursuant to the Act in a principal amount not to exceed Twenty Million Dollars ($20,000,000) (the "Bonds"), to provide funds for the Public Infrastructure Improvements as more particularly described in **EXHIBIT A** hereto; and

WHEREAS, the Public Infrastructure Improvements will cost approximately Twenty Million Dollars ($20,000,000); and

WHEREAS, by resolution dated October 18, 2011, the City adopted and approved the City TIF Plan after holding a public hearing in connection therewith, and indicated its intent to proceed with the sale and issuance of the Bonds, in one or more series, in order to finance all or a part of the costs of the Public Infrastructure Improvements pursuant to the request of the Developer and by virtue of such statutory authority as may now or hereafter be conferred by the Act and as described in the City TIF Plan;

WHEREAS, on November 14, 2011, Jackson County, Mississippi (the "County") adopted and approved the Tax Increment Financing Plan Town Center Project, Jackson County, Mississippi, November 2011 (the "County TIF Plan") after holding a public hearing in connection therewith, and indicate its intent to cooperate with the City's efforts to finance all or a portion of the costs of the Public Infrastructure Improvements pursuant to the request of the Developer and by virtue of such statutory authority as may now or hereinafter be conferred by the Act and as described in the City TIF Plan and/or the County TIF Plan (collectively referred to herein as the "TIF Plans"); and

WHEREAS, it is anticipated that the City and County will enter into an InterlocalCooperation Agreement, pursuant to the Act, (the "Interlocal Agreement") wherein the City and County will agree to pledge certain ad valorem and sales tax revenues in a proportional amount provided therein in connection with City's issuance of the Bonds; and

WHEREAS, at the time of the issuance and sale of the Bonds, the City intends to create a debt service reserve fund in connection therewith, and to partially fund such debt service reserve fund with certain incremental increases in tax revenues collected (and intended to be pledged pursuant to the TIF Plans) prior to the issuance and sale of the Bonds; and

WHEREAS, it is necessary for the Developer to go forward with the Project and the construction of the Public Infrastructure Improvements in anticipation of the delivery of the Bonds, and as required by the Act, the City, the Developer and Wal-Mart now desire to enter into this Agreement in order to set forth the agreement between the parties for (a) the construction and installation of the Project and the Public Infrastructure Improvements by the Developer and (b) the sale and issuance of the Bonds by the City in order to finance all or a part of the costs of the Public Infrastructure Improvements and the costs incident to the sale and issuance of the Bonds; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the parties hereto intend to be legally bound hereby and in consideration of mutual covenants hereinafter contained do hereby agree as follows:

1. UNDERTAKINGS OF THE CITY. Subject to the conditions herein stated, the City agrees as follows:

a. The City will effect such procedures with respect to the sale and issuance of the Bonds, including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the Act.

b. Upon the sale and issuance of the Bonds, the City hereby agrees to partially fund the debt service reserve fund (as may be created in connection with the Bonds) with such tax increment collected. If Bonds are never issued pursuant to this Agreement, such funds shall be treated as the general revenue of the City. Funds will be segregated at the time of issuance of the Bonds. Bonds will be issued for TIF reimbursable expenditures only for the amounts serviceable for the life of the Bonds. The City's obligation under the TIF Plan is based upon the Developer's representation therein.

c. The City will use all reasonable efforts to sell and issue the Bonds, in one or more series, in an amount necessary to reimburse Wal-Mart for the cost of acquiring that certain parcel of land, together with the existing parking lot improvements thereon, described on **Exhibit B** hereto (the "Future Wal-Mart Parking Site") and Wal-Mart and/or Developer for their respective costs associated with the installation, acquisition, and construction of the Public Infrastructure Improvements and to provide for any necessary capitalized interest, a debt service reserve fund, and costs of issuance of the Bonds, pursuant to the terms of the Act on such terms, conditions and

rates of interest as shall be mutually agreeable to the City and to the Purchaser (as hereinafter defined).

d. The sale or sales of the Bonds shall be by negotiated sale to one or more purchasers (the "Purchaser") or public bid determined by Bond Counsel and City advisors.

e. Pursuant to the resolution or resolutions of the City authorizing the sale and issuance of the Bonds (collectively, the "Bond Resolution"), the proceeds from any sale of the Bonds will be delivered to the City for handling and distribution according to the terms of the Bond Resolution and the Act.

f. The Bond Resolution will, among other provisions, provide that proceeds from any sale of the Bonds shall first pay the City's costs incurred in connection with the Project, which shall include but not be limited to the expenses, costs and fees incurred by the City in connection with the TIF Plans, and this Agreement, including costs of issuance of the Bonds and funding a reserve to pay any debt service on the Bonds that will be due and payable before the first Tax Increment (as defined hereinbelow) is received by the City and any reserve that may be required by the Purchasers, and then the proceeds shall next be used to reimburse Wal-Mart $7,500.000.00 for the cost of the the Future Wal-Mart Parking Site and any other eligible TIF costs, and then to reimburse the Developer for eligible TIF costs, in an amount not to exceed $12,500,000, for Developer acquiring, installing and constructing the Public Infrastructure Improvements; and the remainder of the Bond proceeds, if any, shall be disbursed by the City in the manner authorized by law.

g. In accordance with the Act, the Bonds shall mature twenty (20) years from their date, may be subject to redemption at such times and at such premiums and shall be in such form and in all other respects be of such detail and issued under such conditions as may be determined in the Bond Resolution.

h. The Bonds will be secured by a pledge from the City of 100% of the increased real and personal property ad valorem taxes and 35% of the increased retail sales tax, and an anticipated pledge from the County of 75% of the increased real and personal property ad valorem taxes generated from within the TIF District as set forth in the TIF Plans, in accordance with the Interlocal Agreement. As used herein and subject to the limitations set forth in the Interlocal Agreement, the term "Tax Increment" shall mean the incremental increase in tax revenues generated by the Project as provided in the TIF Plans, including a pledge of a portion of the incremental increase in tax revenues derived from (i) sales tax rebates to the City generated by the Project, and (ii) certain ad valorem revenues to the City and County generated from the "captured assessed value" (as defined in the Act) of the real and personal property comprising the Project, excluding levies for public school purposes to secure and provide for the payment of the principal of and interest on the Bonds.

i. Costs of issuance for the Bonds, including, but not limited to, the fees and expenses of City Counsel, Bond Counsel, Financial Advisor, Planning Consultant and

Bond Underwriter will be paid from the proceeds of the Bonds; provided, however, that if the Bonds are not issued and this Agreement is terminated as provided in Paragraph 5 hereof, fees and expenses incurred by City Counsel and Bond Counsel will be paid as provided in Paragraph 5 hereof.

j. Within a reasonable time after adoption of all proceedings of the City required by the Act for the sale and issuance of the Bonds, the City may submit the same for validation under the provisions of Sections 31-13-1, *et seq.*, Mississippi Code of 1972, as amended, and may prosecute said validation proceedings and secure therein a final decree of the Chancery Court of Jackson County, Mississippi validating the Bonds.

k. The City's obligation to reimburse Wal-Mart and the Developer under this Agreement is further limited to Wal-Mart's actual cost of acquiring the Future Wal-Mart Parking Site and Wal-Mart's and Developer's actual costs to acquire, install, and construct the Public Infrastructure Improvements as defined in **EXHIBIT A** hereto, including professional fees and other incidental costs necessary for the acquisition, installation, and construction of the infrastructure. Furthermore, the City's obligation to expend funds or reimburse the Developer is expressly limited to funds available under this Agreement from Bond proceeds derived from any sale and delivery of the Bonds and available after distribution in accordance with the Bond Resolution and Paragraph 1(d) and (e) of this Agreement. Any and all land acquisition costs necessary for the Public Infrastructure Improvements and reimbursement are limited to cost of the land and will not include soft costs such as consulting or realtor fees associated with such land acquisition.

2. UNDERTAKINGS OF THE DEVELOPER. Subject to the conditions herein stated, the Developer agrees as follows:

a. The Developer, and/or its agents, will timely cause to be constructed and installed the Project in accordance with the TIF Plans and as set forth in **EXHIBIT A**, and in accordance with the building codes of the City and all other applicable standards, laws and regulations.

b. The Developer, and/or its agents, will timely cause to be constructed and installed the Public Infrastructure Improvements in accordance with the building codes of the City and all other applicable standards, laws and regulations of the City and as otherwise required under State law. The Developer shall submit plans and specifications with respect to the Public Infrastructure Improvements to the City and such plans and specifications shall be subject to the approval of the City, which approval shall be limited to the determination of whether such plans and specifications are in compliance with the building codes of the City and all other applicable standards, laws and regulations of the City.

c. The Developer will prepare and file with the City a Preliminary Plat and Final Plat in connection with the Project in accordance with the City's zoning and subdivision regulations.

d. In connection with the construction and installation of the Project and the Public Infrastructure Improvements, the Developer will obtain all necessary approvals from all applicable State, City, federal and other governmental agencies.

e. The Public Infrastructure Improvements described in **EXHIBIT A** will be constructed and installed to City standards to allow for their dedication or conveyance to the City, if applicable.

f. Following their installation and construction, the Developer will, in a manner and form satisfactory to the City, dedicate or convey or have dedicated or conveyed to the City, if applicable, the Public Infrastructure Improvements described in **EXHIBIT A**, and, if required by the nature of such Public Infrastructure Improvements, convey or have conveyed easements to the City in connection with such Public Infrastructure Improvements.

g. Wal-Mart assumes the risk of acquiring the Future Wal-Mart Parking Site and the Developer assumes the risk of proceeding with construction of the Project and Public Infrastructure Improvements prior to sale and issuance of the Bonds, and acknowledge and agree the City is not authorized or obligated to use its general fund to pay any part of the costs of the Project or the Public Infrastructure Improvements. In the event the Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditures made by Developer or Wal-Mart. Developer acknowledges and agrees that the final amount of the Bonds will be determined by mutual agreement between the Developer and the City based on the pledged Tax Increment available to the City to fund debt service on the Bonds. In the event the Bond proceeds are insufficient to pay the costs of the Public Infrastructure Improvements, the Developer agrees to pay such deficiency necessary to complete the Public Infrastructure Improvements as set forth herein and still dedicate or convey the intended Public Infrastructure Improvement areas to the City. The City's financial reimbursement liability is specifically limited to section 1(k) hereinabove.

h. The Developer shall maintain separate records on the costs of the Project and the Public Infrastructure Improvements in a manner so as to aid the City in accounting for costs eligible for reimbursement under this Agreement. Invoices for Public Infrastructure Improvements and any other documentation shall be delivered to the City Manager on not less than a quarterly basis throughout the Project.

3. CONDITIONS PRECEDENT TO ISSUANCE OF THE BONDS. The Developer and Wal-Mart acknowledge and agree that the City's obligation to issue and close the Bonds and reimburse the Developer and Wal-Mart pursuant to this Agreement is expressly subject to the conditions precedent that the Developer (i) shall have obtained all required approvals of the Preliminary Plat in connection with the Project and (ii) shall have the plans and specifications for the Public Infrastructure Improvements described in **EXHIBIT A** approved by the City pursuant to section 2(b) above. Upon satisfaction of the requirements of this Paragraph 3, the City agrees to use its best efforts to timely sell and issue the Bonds on a schedule mutually acceptable to the City and the Developer. The City further agrees to issue Bonds at the request of the Developer, in one or more series, as certain phases of the

Public Infrastructure Improvements and the Project have been completed and in such amounts and terms necessary for the marketing of the Bonds to be issued during each phase or series; provided that before the Developer incurs any cost with respect to the Public Infrastructure Improvements for which it shall seek reimbursement, the Developer shall have obtained the City's prior written approval of the scope of work and all construction and engineering contracts and cost of each, in order for such item of expense to be an eligible TIF expenditure and reimbursable cost item. Any cost overruns or costs in excess of the proceeds of the TIF Bonds available for such purposes shall be an obligation of Developer irrespective of the requirement that such improvements will be dedicated to the City for general public use. Bonds will not be marketed to the public for any portion of the Public Infrastructure Improvements in the TIF Plan until the same has been dedicated or conveyed to the City.

4. **LIMITED OBLIGATION.** The Bonds will be limited obligations of the City and County payable solely from the pledged Tax Increment. The Bonds will be secured by a pledge from the City of 100% of the increased real and personal property ad valorem taxes and 35% of the increased retail sales tax as prescribed in the TIF Plans, and an anticipated pledge from the County of 75% of the increased real and personal property ad valorem taxes generated from within the boundaries of the TIF District and as set forth in the respective TIF Plans of the City and County. Except for the pledged Tax Increment, neither the full faith and credit or taxing power of the City or County nor the full faith and credit or taxing power of the State or any political subdivision thereof, including the City and County, is pledged to the payment of the Bonds.

5. **TERMINATION.** If the Bonds are not issued and delivered on or before five (5) years from the date hereof (or such other date as shall be mutually agreed upon in writing by the City and the Developer), this Agreement shall thereupon terminate. This Agreement may also be terminated by written agreement of the Developer and the City. Upon termination of this Agreement related solely to any failure to fulfill the conditions precedent in Paragraph 3 above, it is expressly understood that the City assumes sole liability for all reasonable fees and expenses incurred by the City, City Counsel, Bond Counsel, Financial Advisor and Planning Consultant to the City in relation, directly or indirectly, to the sale and issuance of the Bonds.

6. **ADDITIONAL PROVISIONS.**

a. This Agreement has been made by the City and the Developer and no person other than the foregoing and their successors and assigns shall acquire or have any right under or by virtue of this Agreement.

b. This Agreement shall become effective upon the execution and acceptance hereof by the parties hereto and shall be valid and enforced from and after the time of such execution and acceptance.

c. If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a paragraph of this Agreement. Unless

such section so materially affects the document as a whole to render the same not in accordance with the intent of the parties hereto.

d. In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

e. This Agreement shall inure to the benefit of the City and the Developer and their respective successors and assigns.

f. This Agreement shall be governed as to validity, construction and performance by the laws of the State.

g. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

h. Except as otherwise provided herein, no amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written agreement signed by the City, Wal-Mart and the Developer with the authorization of the City Council.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the April day of 8th, 2013.

CITY OF GAUTIER, MISSISSIPPI

By: _____
Tommy L. Fortenberry, Mayor

_____
Cynthia Russell, City Clerk

SINGING RIVER, LLC,
a _____ limited liability company

By: _____
Name: _____
Title: _____

SM PROPERTIES GAUTIER, LLC

By:_____
Name:_____
Title:_____

WAL-MART REAL ESTATE TRUST

By:_____
Name:_____
Title:_____

EXHIBIT
A

PROJECT: The Project will be the redevelopment of the Singing River Mall and its four (4) to five (5) outparcels (the "Mall") into a high quality mixed-use development that is expected to feature commercial businesses, office buildings, parking facilities, and related uses, which will be undertaken by the Developer, and the development of the City's new town center located north of Singing River Mall ("Town Green"), which will be undertaken by the City with the participation of Developer as provided hereinafter. The Mall will be converted to an open air shopping venue by a complete reconfiguration of the layout, including demolition of approximately two hundred fifty thousand (250,000) square feet of the existing leasable area. The redeveloped Mall will consist of three hundred fifty thousand (350,000) square feet of open-air anchor (including a retail store to be constructed by Wal-Mart adjacent to the Future Wal-Mart Parking Site), junior anchor, and smaller retail spaces. A minimum of two sit-down full-service restaurants will exist on the Project site.

PUBLIC INFRASTRUCTURE IMPROVEMENTS:

A. **General Improvements.** The funds will be used to pay the cost of the Wal-Mart acquiring the Future Wal-Mart Parking Site, and Wal-Mart and/or Developer constructing public and/or private parking facilities, and various public infrastructure improvements of the Project including, but not limited to, installation of utilities such as water, sanitary sewer, and natural gas lines, relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, sidewalks; installation of traffic signalization and signage; grading; landscaping and lighting of parking areas and rights- of-way; purchase of rights-of-way necessary for the installation of the infrastructure improvements described hereinabove; capitalized interest; engineering; preparation fees for this TIF Plan; other incidental costs; and related professional fees. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health, and welfare.

B. **Town Center Project Improvements.** The landscaping for the Project shall include: stamped concrete at key pedestrian connections; a minimum of two comparable public art sculptures approved by the City that convey the City's theme as "Nature's Playground"; a splash/spray pad (2,000 square feet minimum) at the northwest corner of the site; substantial landscaping; uplighting of many shade trees and key landscape features; tall (30" minimum height) landscaped pots with irrigation along storefronts; holiday lighting infrastructure; and irrigated hanging baskets on lights at key intersections.

1. Notwithstanding any provisions in this Development and Reimbursement Agreement to the contrary, Developer's obligation with respect to the costs of the Town Center Project Improvements listed in paragraph B shall be limited to $500,000.00 in the aggregate, for which Developer will be reimbursed from eligible TIF funds.

2. The Project shall include the following architectural details: blade store signs; two-story end-caps for multi-tenant buildings; an arcade store front with a minimum depth of eight feet (8'); varied building setbacks; varied rooflines; brick, stucco and cast stone as the dominant building materials; and architectural building lights.

3. The rear of the retailers along the East/West Dolphin shall address the pedestrian with architectural details for a "mainstreet feel" such awnings, a varied façade, signage, faux shutters and other features.

4. The Project shall include the following safe and direct pedestrian connections:

   a. From the easternmost entrance on Hwy 90 to the new retail strip on the east;
   b. From the westernmost entrance on Hwy 90 to the main Belks entrance;
   c. From North/South Dolphin Drive to the front of Sears;
   d. From the westernmost entrance on Dolphin Drive to the small retailers adjacent to the major new tenant;
   e. From the easternmost entrance on Dolphin Drive to the main entrance of the major new tenant;
   f. Interconnections between Sears, Belks, and the new retail nodes; and
   g. From the new Hwy 90 path to the main entrances of the new retailers (outparcels) along Hwy 90.

C. Town Green Improvements. The City's vision for Town Green necessitates roadway, stormwater, pedestrian, landscape, architectural and amenity elements. In furtherance of the Town Green portion of the Project, the Developer will participate in a transportation enhancement project along Dolphin Road to add sidewalks, landscaping, site furnishings and street lights. In order to address stormwater impacts of the Town Green portion of the Project, the Developer will participate in the engineering and funding of stormwater improvements serving the Project and also on the City's new Town Green property.

1. Notwithstanding any provisions in this Development and Reimbursement Agreement to the contrary, Developer's obligation with respect to the costs of the Town Green Improvements listed in paragraph B shall be limited to

$850,000.00 in the aggregate, for which Developer will be reimbursed from eligible TIF funds.

EXHIBIT B LEGAL

DESCRIPTION OF

FUTURE WAL-MART

PARKING SITE

PROPERTY

ButlerSnow 15763145v1

MEMORANDUM OF UNDERSTANDING

THE MISSISSIPPI TRANSPORTATION COMMISSION

AND

CITY OF GAUTIER

This Agreement is made by and between the Mississippi Transportation Commission (hereinafter "the Commission"), by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter "MDOT") and the City of Gautier, Jackson County, Mississippi, hereinafter the Local Public Agency("LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize special Federal Surface Transportation Program-Transportation Enhancement Funds (STP-TE) provided by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and subsequent acts to complete the proposed project as described below:

PROJECT DESCRIPTION: 2013 Urban Youth Corps program to do landscaping and scenic beautification within the highway right-of-way and the maintenance and revitalization of existing landscaping sites within the City of Gautier along Highway 90 at Gautier/Vancleave Road, Ladnier Road, Old Spanish Trail, and Martin Bluff Road, (hereinafter referred to as "the Project").

WHEREAS, the LPA has been selected by the Commission for an URBAN YOUTH CORPS TRANSPORTATION ENHANCEMENT PROJECT and allocated a maximum of $35,000 in (STP-TE) federal funds for the Project; and

WHEREAS, the LPA desires assistance from the MDOT in the development and implementation of a Summer Youth Employment Program (Urban Youth Corps Program) to provide meaningful transportation enhancement related work experience to youths; and

WHEREAS, the LPA has submitted a project proposal to the MDOT describing the project scope and budget which is herein incorporated and made a part of this Agreement as "Attachment A;" and

WHEREAS, the Commission is a body corporate under the laws of the State of Mississippi with the authority to enter into contracts necessary for the proper discharge of its functions and duties, whose orders and policies are carried out by MDOT; and

WHEREAS, the LPA is a body public with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out the LPA's functions covered under this Agreement; and

WHEREAS, the LPA certifies that they know of no legal impediments to the completion of the project; and

WHEREAS, it is understood that conditions presented herein are general in nature with details and specific requirements contained in MDOT Standard Operating Procedures and the Federal Aid Policy Guide adopted by the Federal Highway Administration (hereinafter "FHWA").

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises hereinafter set forth, the parties hereto agree as follows:

SECTION 1. THE LPA WILL:

(a) be responsible for the planning, coordination, and implementation of the Urban Youth Corps Program (Transportation Enhancement) Project.
(b) be responsible for the recruitment, hiring, training, supervision, and payroll for the youths.
(c) be responsible for preparing all necessary landscaping design, drawing, and design plans for the proposed Project.
(d) be responsible for coordinating the Urban Youth Corps project with MDOT's district Resident/Maintenance Engineers (through the MDOT district's District Engineer) if the Project includes work on highway rights-of-way.
(e) obtain all required permits.
(f) be responsible for purchasing all supplies, plant materials, shrubbery, trees, etc. necessary for the project.
(g) be responsible for traffic control for work zone areas.
(h) be responsible for the transportation to be used for transporting the youths to and from the worksite.
(i) be responsible for all equipment, site preparation, water tanks, etc.
(j) be responsible for having life skills training sessions that will require a minimum of 10% of the participants work time, to improve the youths' communication skills, work ethics, attitude, and ecology/environmental awareness.
(k) be responsible for providing training in all aspects of safety including orientation on the safe use of appropriate tools and equipment necessary for the implementation of the Project.
(l) be responsible for submitting an itemized budget for the Project;
(m) be responsible for submitting a final report on the accomplishments, with recommendations for future improvement in the implementation of the program.
(n) if requested, arrange with the MDOT for, and conduct, a final inspection of the Project.
(o) include as an attachment to the LPA's final invoice a certification that all required services have been completed in accordance with the terms of this Agreement;
(p) provide to the MDOT upon request copies of all basic notes, sketches, charts, plans, correspondence, and other data prepared, furnished, or obtained by or for the LPA or its agent under the terms of this Agreement;
(q) retain all records dealing with the Project for three (3) years after final payment or until final audit findings have been resolved, whichever is longer, and such records will be made available to the MDOT upon request;
(r) to the extent permitted by existing Mississippi law, the LPA hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on the LPA's

part, or the part of any employee or agent of the LPA in performance of the work undertaken under this Agreement.

(s) acknowledge MDOT and FHWA in any news releases or other promotional material for their participation in the Project by using the approved, attached news release provided by MDOT. The project sponsor shall notify the LPA Division and Public Affairs Divisions of MDOT of any ceremonies related to the beginning or opening of the completed Project and a plaque or sign shall be erected as part of the construction identifying the FHWA and MDOT as providing funding.

(t) comply with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified at Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, *et seq.*, Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603, 100 Stat. 3359, as amended.

SECTION 2. THROUGH MDOT THE COMMISSION WILL:

(a) provide funding for the Project as set forth by this agreement.
(b) reimburse the LPA for 80% percent of all allowable expenditures for the Project, up to the amount of federal funds awarded by Commission.
(c) assist the LPA in identifying and selecting appropriate projects in the participant's community.
(d) assist with any required environmental documents.

SECTION 3. ENROLLMENT CRITERIA FOR MEMBERS OF YOUTH CORPS

Youths who are enrolled in this program must be from 16 to 25 years of age, inclusive, at the time the individual begins the term of service. Participating youths must also be citizens or nationals of the U.S. or lawful permanent resident aliens of the U.S. and must be enrolled in high school or college or have agreed to enroll for a high school diploma or its equivalent and/or college.

SECTION 4. DEADLINE FOR EXPENSES INCURRED

MDOT will not reimburse expenses incurred by the LPA, for this Project, after October 31, 2013. MDOT will consider written requests submitted by the LPA for an extension of this deadline.

SECTION 5. URBAN YOUTH CORPS PROJECT

An Urban Youth Corps Project is a youth employment and training service program that: (1) offers meaningful and productive summer work in urban public works or transportation settings; (2) gives the participants a mix of work experience and on-the-job training that includes a minimum of 10% of the participants' time for basic and life skills, education, training, etc.; and (3) provides the youths with an opportunity to develop citizenship values and skills through service to their communities and the State of Mississippi.

SECTION 6. PAYMENT BY THE STATE

The MDOT will make payment to the LPA for a maximum of 80% percent of eligible reasonable costs incurred by the LPA, up to MDOT's maximum funding for the Project based on a valid invoice submitted by the LPA to the MDOT. A valid invoice is considered an invoice from the LPA to MDOT and supported by suppliers' invoices and LPA financial records. Such invoices will be certified as true and correct by LPA and submitted to the MDOT. The LPA will submit only a final invoice for payment with all necessary documentation to establish proper payment by the MDOT. From this final invoice the MDOT will deduct the LPA's share of not less than 20%. For payment-in-kind which the LPA wishes to apply to the LPA's share, the LPA must include all necessary documentation with this final invoice.

SECTION 7. AUDIT AND INSPECTION

The LPA shall maintain proper accounting records, payrolls, documents, papers and other necessary data to support the cost incurred for services provided. Such records shall be available at all reasonable times during the Project period, and for three (3) years from the date of payment of final estimate. All work, documents and data will be available for inspection and auditing by the MDOT, or any authorized representative of the Federal Government, and copies thereof will be furnished if requested.

SECTION 8. ASSIGNMENT OF INTEREST

No interest in the Agreement shall be assigned to any individual or agency not a party hereto without prior approval of the MDOT.

SECTION 9. CHANGES

Any changes in the provisions of this Agreement shall be approved by the MDOT and may be subject to prior approval of FHWA. Any changes in the maximum compensation shall be approved by MDOT before the LPA incurs any cost above the amount of maximum compensation stated herein.

SECTION 10. DISPUTES

Any dispute concerning a question of fact that cannot be resolved by the LPA and the MDOT shall be submitted to the Executive Director of MDOT or his/her duly authorized representative for a decision. Obtaining a decision from the Executive Director shall be an administrative remedy, and a prerequisite for any legal action. The parties agree that the decision of the Executive Director shall take effect immediately and continue until reversed or abated by legal action unless the parties at the time mutually agree to postponement of its effect pending the outcome of legal action.

SECTION 11. NONDISPLACEMENT

Participating municipalities shall not displace an employee or a position or supplant the hiring of workers by using participants in an Urban Youth Corps Program, nor use Urban Youth Corps participants to prevent an employee from getting a promotion or from performing normally assigned duties.

SECTION 12. CIVIL RIGHTS

During the performance of this AGREEMENT, the LPA and MDOT agree as follows:

(a) Compliance with Regulations: The LPA and the MDOT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and nondiscrimination in programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, 23 CFR 710.405(b) (hereinafter referred to as "the Regulations"), which are herein incorporated by reference and made a part of this Agreement.

(b) Nondiscrimination: The LPA with regard to the work performed by them afterward and prior to completion of the Agreement, shall not discriminate on the grounds of race, color, national origin, sex, age, or handicap/disability, in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set for in Appendix B of the Regulations.

(c) Solicitations for Subcontract, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the LPA for procurement of materials and equipment, each potential subcontractor or supplier shall be notified by the LPA of the applicant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or handicap/disability.

(d) Information and Reports: The LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the MDOT or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the applicant is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to the MDOT, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Agreement, MDOT shall impose such sanctions as it or FHWA may determine to be appropriate, including but not limited to:

(1) withholding the payment to the LPA under the Agreement until the LPA complies; and/or

(2) cancellation, termination or suspension of the Agreement, in whole or in part.

(f) Incorporation of Provisions: The LPA shall include the provisions of paragraph (a) through (e) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The LPA shall take such action with respect to any subcontractor or procurement as the MDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event litigation with a subcontractor or supplier as a result of such direction, the LPA may request the MDOT to enter into such litigation to protect the interests of the MDOT and, in addition, the LPA may request the FHWA to enter into such litigation to protect the interest of FHWA.

SECTION 13. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of the Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The LPA shall comply with Executive Order 11246 as appended by Executive Order 11375, and as supplemented by DOT regulations (41 CFR, Part 60) and shall take affirmative action to insure the applicants are employed, and that employees are treated without bias during their employment with regard to their race, religion, color, sex, or national origin.

SECTION 14. HANDICAP NONDISCRIMINATION

The MDOT and the LPA will comply with the United States Department of Transportation regulations under Section 504 of the Rehabilitation Act of 1973. The MDOT Assurance concerning nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance is by reference made a part of this AGREEMENT.

SECTION 15. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

SECTION 16. PROHIBITED INTEREST

No member, officer or employee of the LPA or MDOT or any local public body during his tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof other than those interests set forth herein.

SECTION 17. CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certify to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the requested certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SECTION 18. CERTIFICATION OF DOCUMENTS

All reports, maps, and other documents completed as a part of this Agreement, other than documents exclusively for internal use by the parties hereto, shall carry the following notation on the front cover or a title page:

The preparation of this report has been financed in part through the U.S. Department of Transportation, Federal Highway Administration. (Followed by the current State Project Number).

SECTION 19. ENVIRONMENTAL REGULATIONS

The LPA agrees to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), and Environmental Protection Agency regulations (40 CFR, Part 15). All violations shall be reported to the MDOT and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement.

SECTION 20. ENERGY EFFICIENCY

The LPA agrees to recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94165).

SECTION 21. GENERAL PROVISIONS

MDOT and the Commission have no responsibility under this Agreement except those explicitly agreed to herein. In particular MDOT and the Commission have no responsibility regarding the interviewing, selecting, training, supervising, or discharging of any participant or any employee or official of the LPA.

The LPA, the employees and officials of the LPA, and all participants are independent contractors of the Commission, and will conduct themselves according to that status. No participant or employee or official of the LPA, will claim under any provision of this Agreement any right or benefit which might inure to an employee of MDOT, including workers' compensation, insurance, retirement benefits, or any other benefit whatsoever.

No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any person or entity not a signatory hereto.

SECTION 22. TERMINATION

MDOT shall have the right to terminate this Agreement with fifteen (15) days written notice if the LPA fails to comply with their obligations as provided herein. The LPA shall have the right to terminate this Agreement with fifteen (15) days written notice if circumstances beyond the control of the LPA prohibit the LPA from complying with their obligations as provided herein. The Agreement may be terminated at any time by mutual written consent of the LPA and MDOT.

IN WITNESS WHEREOF, the parties have affixed their signatures.

APPLICATION OF City of Gautier, Mississippi,
(City)

LOCATED IN THE COUNTY OF Jackson,

Tony Fortenberry
MAYOR

May 24, 2013
DATE

Authorized on the 21st day of May, 2013, Minute Book 15, and Page No. 11.

ATTEST: Tricia L. Thigpen

MISSISSIPPI TRANSPORTATION COMMISSION ACTING BY AND THROUGH THE DULY AUTHORIZED EXECUTIVE DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

EXECUTIVE DIRECTOR

DATE

Authorized on the ____ day of _____, 2013, Minute Book _____, and Page No. ____.

ATTEST: _____
Secretary, Transportation Commission

MEMBER: American Institute of CPA's
Mississippi Society of CPA's

LLOYD B. MARSHALL, JR.
CERTIFIED PUBLIC ACCOUNTANT
4321 Gautier Vancleave Rd. Suite A
Gautier, Mississippi 39553

October 30, 2012

Ms. Samantha Abell
City Manager
City of Gautier, MS
3330 Hwy 90
Gautier, MS 39553

Dear Ms. Abell:

Per our discussion recently, and per approval of the City Attorney, enclosed is my Engagement Letter for the Audit of Fiscal Year Ended September 30, 2012, as required by Generally Accepted Auditing Standards (GAAS). There are two originals of the letter. After approval by the City Council, please sign and date both, and keep one for your records and return one to me. As also required by GAAS, I have also attached my current Peer Review.

Call if Questions.

Thanks.

Sincerely

Lloyd Marshall

MEMBER: American Institute of CPA's
Mississippi Society of CPA's

LLOYD B. MARSHALL, JR.
CERTIFIED PUBLIC ACCOUNTANT

4321 Gautier Vancleave Rd. Suite A
Gautier, Mississippi 39564

Mayor, Council, and City Manager
City of Gautier, Mississippi

I am pleased to confirm my understanding of the services I am to provide for the City of Gautier for the Fiscal Year ended September 30, 2012. I will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City of Gautier as of and for the period ended September 30, 2012. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the City of Gautier's basic financial statements. As part of my engagement, I will apply certain limited procedures to the City of Gautier's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless I encounter problems with the presentation of the RSI or with procedures relating to it, I will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

2) Budgetary Comparison Information.

Supplementary information other than RSI also accompanies the City of Gautier's basic financial statements. I will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

The Schedule of Federal Awards.

Audit Objectives

The objective of my audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.

Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

My audit will be conducted in accordance with auditing standards generally accepted in the United States of America', the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States', the Single Audit Act Amendments of 1996: and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures I consider necessary to enable me to express such opinions and to render the required reports. If my opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, I will fully discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or are unable to form or have not formed opinions, I may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, I will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and the schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services I provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Gautier and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to me and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to me in the representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants.

Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings is available for my review. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include my report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with my report thereon.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for me previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to me corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on my current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures--General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. I will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by me. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, I will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to my attention. I will also inform you of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential, and of any material abuse that comes to my attention. I will include such matters in the reports required for a Single Audit. My responsibility as an auditor is limited to the period covered by our audit and does not extend to any later periods for which I am not engaged as an auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. I will request written

representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will require certain written representations from you about the financial statements and related matters.

Audit Procedures--Internal Controls

My audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. My tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, I will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that I consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, my tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures--Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of the City of Gautier's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and I will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that I also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. My procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement and related addenda for the types of compliance requirements that could have a direct and material effect on each of the City of Gautier's major programs. The purpose of these procedures will be to express an opinion on the City of Gautier's compliance with requirements applicable to each of its major programs in my report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

I may from time to time, and depending on the circumstances, use third-party service providers in serving your account. I may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, I maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, I will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and I will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that I am unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your

confidential information with the third-party service provider. Furthermore, I will remain responsible for the work provided by any such third-party service providers.

I understand that your employees will prepare all cash, accounts receivable, or other confirmations I request and will locate any documents selected by my for testing.

At the conclusion of the engagement, I will complete the appropriate sections of the Data Collection Form that summarizes my audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. I will coordinate with you the electronic submission and certification. If applicable, I will provide copies of my report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Lloyd B. Marshall, Jr., CPA, and constitutes confidential information. However, pursuant to authority given by law or regulation, I may be requested to make certain audit documentation available to the oversight pass through Agencies or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. I will notify you of any such request. If requested, access to such audit documentation will be provided under my supervision. Furthermore, upon request, I may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the oversight pass through Agencies or their designee. If I am aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, I will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

I expect to begin my audit immediately and to issue my reports no later than May 31, 2013. Lloyd B. Marshall, Jr., CPA is the engagement manager and is responsible for the engagement and signing the reports. My fee for these services will be at the agreed upon hourly rate except that I agree that my gross fee, including expenses, will not exceed $24,950. My standard hourly rate varies according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. My invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with my firm policies, work may be suspended if your account becomes days or more overdue and may not be resumed until your account is paid in full. If I elect to terminate my services for nonpayment, my engagement will be deemed to have been completed upon written notification of termination, even if I have not completed my report(s). You will be obligated to compensate me for all time expended and to reimburse me for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

Government Auditing Standards require that I provide you with a copy of my most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. My current peer review report accompanies this letter.

I appreciate the opportunity to be of service to the City of Gautier and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you agree with the terms of my engagement as described in this letter, please sign both originals and return one to me; retain one for your records.

Very truly yours,

Lloyd B. Marshall, JR., CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Gautier.

By: Samantha D. Abell

Title: City Manager

Date: November 26, 2012

System Review Report

To the Owner of
Lloyd B. Marshall, Jr. CPA
and the Peer Review Committee of the Mississippi Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Lloyd B. Marshall, Jr. CPA (the firm) in effect for the year ended December 31, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

In our opinion, the system of quality control for the accounting and auditing practice of Lloyd B. Marshall, Jr. CPA in effect for the year ended December 31, 2010, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Lloyd B. Marshall, Jr. CPA has received a peer review rating of *pass*.

Breazeale, Saunders & O'Neil, Ltd.

Jackson, Mississippi
September 23, 2011

120 NORTH CONGRESS STREET, SUITE 300 P. O. BOX 60 JACKSON, MISSISSIPPI 39205-0060
TELEPHONE: 601-969-7440 / TELECOPIER: 601-355-9003 / www.bsoltd.com

MEMBER: American Institute of CPA's
Mississippi Society of CPA's

LLOYD B. MARSHALL, JR.
CERTIFIED PUBLIC ACCOUNTANT

4321 Gautier Vancleave Rd. Sutie A
Gautier, Mississippi 39564

Mayor, Council, and City Manager
City of Gautier, Mississippi

I am pleased to confirm my understanding of the services I am to provide for the City of Gautier for the Fiscal Year ended September 30, 2012. I will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City of Gautier as of and for the period ended September 30, 2012. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the City of Gautier's basic financial statements. As part of my engagement, I will apply certain limited procedures to the City of Gautier's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless I encounter problems with the presentation of the RSI or with procedures relating to it, I will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

2) Budgetary Comparison Information.

Supplementary information other than RSI also accompanies the City of Gautier's basic financial statements. I will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

The Schedule of Federal Awards.

Audit Objectives

The objective of my audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.

Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

My audit will be conducted in accordance with auditing standards generally accepted in the United States of America', the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States', the Single Audit Act Amendments of 1996: and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures I consider necessary to enable me to express such opinions and to render the required reports. If my opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, I will fully discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or are unable to form or have not formed opinions, I may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, I will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and the schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services I provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Gautier and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to me and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to me in the representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants.

Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings is available for my review. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include my report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with my report thereon.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for me previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to me corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on my current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures--General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. I will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by me. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, I will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to my attention. I will also inform you of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential, and of any material abuse that comes to my attention. I will include such matters in the reports required for a Single Audit. My responsibility as an auditor is limited to the period covered by our audit and does not extend to any later periods for which I am not engaged as an auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. I will request written

representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will require certain written representations from you about the financial statements and related matters.

Audit Procedures--Internal Controls

My audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. My tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, I will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that I consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, my tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures--Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of the City of Gautier's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and I will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that I also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. My procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement and related addenda for the types of compliance requirements that could have a direct and material effect on each of the City of Gautier's major programs. The purpose of these procedures will be to express an opinion on the City of Gautier's compliance with requirements applicable to each of its major programs in my report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

I may from time to time, and depending on the circumstances, use third-party service providers in serving your account. I may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, I maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, I will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and I will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that I am unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your

I appreciate the opportunity to be of service to the City of Gautier and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you agree with the terms of my engagement as described in this letter, please sign both originals and return one to me; retain one for your records.

Very truly yours,

Lloyd B. Marshall, JR., CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Gautier.

By: Samantha D. Abell

Title: City Manager

Date: November 26, 2012

I appreciate the opportunity to be of service to the City of Gautier and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you agree with the terms of my engagement as described in this letter, please sign both originals and return one to me; retain one for your records.

Very truly yours,

Lloyd B. Marshall, JR., CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Gautier.

By: Samantha D. Hall

Title: City Manager

Date: 11/26/12

BREAZEALE, SAUNDERS & O'NEIL, LTD.
CERTIFIED PUBLIC ACCOUNTANTS

System Review Report

To the Owner of
Lloyd B. Marshall, Jr. CPA
and the Peer Review Committee of the Mississippi Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Lloyd B. Marshall, Jr. CPA (the firm) in effect for the year ended December 31, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

In our opinion, the system of quality control for the accounting and auditing practice of Lloyd B. Marshall, Jr. CPA in effect for the year ended December 31, 2010, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Lloyd B. Marshall, Jr. CPA has received a peer review rating of *pass*.

Breazeale, Saunders & O'Neil, Ltd.

Jackson, Mississippi
September 23, 2011

120 NORTH CONGRESS STREET, SUITE 300 P.O. BOX 30 / JACKSON, MISSISSIPPI, 39205-0030
TELEPHONE: 601-359-7440 / TELECOPIER: 601-355-9003 www.bsoll.com

CITY OF GAUTIER

MUNICIPAL SOLID WASTE DISPOSAL SERVICES CONTRACT

THIS CONTRACT is made and entered into effective September 1, 2012 by and between Waste Pro of Mississippi, Inc., a Mississippi corporation (hereinafter referred to. as Contractor") and the City of Gautier, Mississippi, (hereinafter referred to as "City").

WITNESSETH

That for and in consideration of the mutual benefits and advantages each to the other, as hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the Request for Proposals ("RFP") as amended by City and Request for Proposals Questions and Answers and the Contractor's Proposal, all attached hereto, are hereby made a part of this Contract as fully and completely as if set forth in words and figures herein (the "Contract Documents"). Capitalized terms herein shall have the same meaning as set forth in the Contract Documents. In the event of a conflict between the Contract Documents and this Contract then this Contract shall control.

2. The services to be performed, as more specifically set forth in the Contract Documents shall be subject to the following:

a. In substitution Section II items D, E and F on pages 6 and 7 of the RFP, the Contractor agrees to collect and dispose all Brush and Bulky Waste as part of the regularly scheduled weekly collection services at no additional charge to City. The forgoing services shall exclude Brush and Bulky Waste from natural disaster cleanups.

b. Any and all residents of the incorporated area of the City shall be allowed to deliver non-hazardous Brush and Bulky Waste collected by such resident in the City to Applewhite Landfill in Gautier free of charge provided that such landfill is permitted to receive the items being delivered, that this shall exclude any Brush and/or Bulky Waste generated from any occurrence which is officially designated as a state or federal natural disaster and that this privilege shall exclude any Brush and/or Bulky Waste which is generated or collected which is related to the operation of a business which the resident owns or is associated (e.g., building contractor or tree service business).

c. With reference to Item I page 7 and 8 the parties agree to use the TRAC EZ software for purposes of requests and communications under this Contract.

d. The parties agree that there will be no adjustments to the compensation rate except for the changes in the Consumer Price Index (CPI), changes in laws that affect the cost of operation, changes in disposal locations, fluctuations

in the number of residential units and other changes to the contract requirements expressly directed by the City. Except for changes in CPI, such adjustments, unless specifically stated, will be negotiated between the City and Contractor.

Changes in the compensation rate will be initially determined as of June 1, 2013 and as of each June 1 thereafter (each a "rate adjustment date") with such change, if any, to be effective on the anniversary date of the Contract. The parties agree that percentage changes shall reflect the net changes in the Consumer Price Index for Urban Wage Earners and clerical workers, expenditures category (All Items) as published by the U.S. Department of Labor, Bureau of Labor Statistics for U.S National CPI average [All items index] and are to be computed as the difference between the previous year index value and the index value of the rate adjustment date, divided by the prior year index value. It is provided, however, that that no annual CPI adjustment during the term of this Contract shall reduce the then current effective compensation rate or exceed five (5%) percent of the then effective compensation rate.

3. This Contract confirms that Contractor has been contracted by City for Automated/Semi Automated Service (i.e., Section C, Option B on page 5 of the RFP) as further modified by this Contract.

WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives, effective the day and year first above written.

CONTRACTOR:

Waste Pro of Mississippi, Inc.

By: _____
Andy Collins, Division Manager

CITY:

City of Gautier, Mississippi

By: _____

Attest: _____

NOTICE

Notice is hereby given that the City of Gautier, Mississippi will receive Request for Proposals at Gautier City Hall, 3330 Hwy 90, until 10:00 AM on August 16, 2012 for the following:

"MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL SERVICE

Complete packages shall include an original and seven (7) identical copies of the Proposals, in a sealed package, clearly marked on the front of the package *Municipal Solid waste Collection and Disposal Services.* All Proposals must be submitted no later than 10:00 AM CST, August 16th, 2012 to the Purchasing Office, Attn Cindy Steen, 3330 Hwy 90, Gautier, MS 39553, at which time all proposals will be opened and recorded. All proposals received after this time will be returned.

Request for RFP packages may be obtained in writing from:

City of Gautier, Mississippi
Attn: Cindy Steen, Purchasing Agent
3330 Hwy 90
Gautier, MS 39553
Or telephone 228-497-3518

Electronic emails may be obtained by emailing Cindy Steen at csteen@gautier-ms.gov.

Questions concerning this RFP shall be directed, in writing only, to the City Manager, 3330 Hwy 90, Gautier, MS 39553. It is suggested that all questions be sent by certified mail, return receipt requested; however, electronic submissions by facsimile at (228)-497-3518 or e-mail will be accepted at csteen@gautier-ms.gov No inquiries or questions regarding this RFP will be answered if received after 12:00 p.m., (noon) central time on Friday August 3rd , 2012.

CITY OF GAUTIER

REQUEST FOR PROPOSAL ("RFP")

for

MUNICIPAL SOLID WASTE DISPOSAL SERVICES GAUTIER, MISSISSIPPI 2012

Issued: September 26, 2012

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I. BACKGROUND

The City of Gautier ("CITY") seeks Proposals from qualified Respondents interested in providing municipal solid waste services as described in this Request for Proposals (RFP). Municipal solid waste services include refuse collection and disposal services for the CITY. Selection shall be made on the basis of the proposal deemed as most advantageous to the CITY, as determined by the CITY based on evaluation of proposal requirements. The CITY reserves the right not to award the contract and to amend or negotiate terms of the contract after reviewing proposals that were submitted or at any time thereafter while proposals are pending. CONTRACTORs (Respondents / Proponents) interested in performing these services must submit a proposal in accordance with the following minimum requirements contained in this document.

Responses / Proponents must follow the order and sequence of this Request.

Area to be Served. The area to be serviced by this Agreement is hereinafter referred to as the CITY "service area". The City of Gautier area is detailed in the map contained in *Exhibit A,* which attachment is incorporated herein verbatim for all purposes. The attached map represents the approximate boundaries of the service area. The CITY expects growth through additional developments and increases in residential units as noted below.

Estimated Tonnage. The annual tonnage amounts generated by the CITY are estimated at **7300** tons of garbage, and **21,500** cubic yards of brush and bulky waste. Through this contract, approximately **7500** residential units and approximately 50 disable units are provided solid waste services. This residential count is subject to an upward adjustment to accommodate future development in the service area. To enlarge the service area, adjusted residential counts will be mutually agreed upon by the City and CONTRACTOR. The CITY will bill these new residential customers and pay the CONTRACTOR for each additional residential unit in the service area according to the current price provided under this contract.

Manual / Automated Methodology. The CITY is requesting proposals for garbage collection options: manual collection or automated garbage collection in the CITY. As part of the proposal, the Respondent may submit one or both options. Only one option will be selected. The proposal pricing will remain the same throughout the contract period, for either collection option. The CITY reserves the right to award this contract to the Respondent whose Proposal best serves the interests of the CITY.

II. SCOPE OF SERVICES

Solid waste services provided by the CONTRACTOR shall be equivalent to the service level as described in detail below and summarized in *Exhibit B*, attached, and incorporated herein verbatim for all purposes. Costs of all services and disposal are the responsibility of the CONTRACTOR and are to be included in the CONTRACTOR'S proposed price.

The CONTRACTOR agrees to perform at least the following basic services outlined below. The CONTRACTOR may propose other optional services under Attachment F, Enhanced Proposal Options, provided such proposed optional services, if any, are found to be acceptable by the CITY for the public benefit.

A. **Collection Procedures and Schedule:**

1. **Collection Daily Hours**: The CONTRACTOR shall perform curbside collection service no earlier than 5:00 a.m. on the scheduled collection day. CONTRACTOR shall notify the CITY when any route (within service area) is commenced after 10:00 a.m.
2. The CITY prefers that the CONTRACTOR retain the current garbage collection days. (The map in *Exhibit A* reflects the current days of collection). If alternate days are proposed, note the alternate days of collection in your operational plan.
3. CONTRACTOR may propose manual and/or automated garbage collection methods.
4. **Special Collection Assistance Service:** Upon request by City, the CONTRACTOR shall be required to provide for walk up, roll-out service or special assistance for elderly or physically disabled residents. The City will coordinate with CONTRACTOR for such service.
5. **Commercial Establishments**: CONTRACTOR shall also collect garbage from commercial establishments that set out garbage, which waste the City determines meets the requirements and limitations of the regulatory definition of municipal solid waste as described in Section XVIII. Glossary, paragraph E. Commercial Units; and paragraph I. Hazardous Waste and Industrial Waste (to exclude hazardous and industrial waste).
6. **Collection Holiday Schedule:** The CONTRACTOR shall follow the CITY's annual garbage collection holiday schedule approved and adopted by the CITY or opt to work the Monday through Friday work week regardless of holidays. The CITY holiday schedule shall be updated annually and may be modified during each respective contract period. The FY2012-2013 Garbage Collection Holiday Schedule is attached as Exhibit C, incorporated herein verbatim for all purposes.

B. **Option A: Manual Garbage Collection and Disposal Services**:

For each residential unit, CONTRACTOR shall provide one garbage collections (and disposal functions) per week for each of the units. Containers (can, bags, boxes or bundles of brush) will be provided by residents.

C. **Option B: Automated /Semi Automated Garbage Collection and Disposal Services:**

1. If the CITY elects to implement the automated garbage collection option, the CONTRACTOR shall furnish, maintain and replace garbage containers for automated collection to ensure uniformity of containers and service throughout the CITY. The CONTRACTOR shall maintain ownership of automated containers during and after the contract period.
2. For each residential unit, CONTRACTOR shall provide one garbage collections (and disposal functions) per week for each of the units.
3. Automated Container Delivery: It is CONTRACTOR's responsibility to deliver containers to residents to coincide with the beginning of automated garbage collection. Delivery costs shall be included in CONTRACTOR's proposed price.
4. Container Maintenance: CONTRACTOR shall provide and deliver replacements for lost, stolen or damaged containers.
5. For containers damaged by the CONTRACTOR, agreed offsets may be deducted from the monthly invoice.

6. Where automation collection is not feasible, CONTRACTOR may use a manual collection method subject to City Manager's approval.

7. **Automated Collection Education Campaign:**

   a. Prior to conversion to automated garbage collection, the CONTRACTOR shall coordinate and manage an educational outreach campaign to educate the citizens about the automated garbage collection process. The CONTRACTOR shall develop educational and outreach literature which shall include instructions and procedures for the automated collection program. The CONTRACTOR shall provide educational literature to deliver with each container.

   b. The CONTRACTOR shall also provide 'violation tags' to record and provide notice to the customer of set-outs that do not comply with automated collection procedures. Violations may include late set-outs, not using a Contractor-issued container, and setting-out extra material that is not properly secured within the automated container.

   c. Once automation program has been initiated, it shall be CONTRACTOR'S responsibility to contact residents whose set-outs are non-compliant with automated collection procedures. CONTRACTOR shall work closely with residents and neighborhood groups to ensure the program's success.

D. **Brush and Bulky Item Collection:** The CONTRACTOR shall render the following solid waste services pertaining to scheduled brush and bulky items curbside pickups:

1. Two (2) scheduled curbside brush, white goods, and bulky item collections per year. During these collection periods, all brush and bulky waste shall be picked up, according to *Exhibit D,* fully incorporated herein verbatim.

2. Brush and Bulky Item Collection Notification: The CONTRACTOR is responsible for providing a hand delivered notice to single-family residential units prior to scheduled brush and bulky item collections by the CONTRACTOR. Notices must be delivered at least one week in advance of scheduled services.

   a. The CONTRACTOR shall develop a door hanger notice for approval by the CITY

   b. The CITY reserves the right to approve any revision to the method, schedule and format of the notification.

3. Brush and Bulky Item Collection Areas: The CONTRACTOR shall divide and arrange the service area so that the collection event for each scheduled area is completed within a one-week period.

4. CONTRACTOR shall notify the City of any modification of parameters to brush and bulky item collection areas, brush and bulky item collection schedule, or notification schedule at least one week in advance of such modifications.

5. The CONTRACTOR shall notify the CITY if CONTRACTOR is unable to complete collection in the scheduled area within a one-week period. If a second delay occurs so that the CONTRACTOR is unable to complete collection in the scheduled area within a second one-week period, the City reserves the right to use CITY personnel and equipment to complete collection within the scheduled area and shall charge the CONTRACTOR for the CITY'S cost to address this lapse in service. The CITY may take into consideration delays due to inclement weather conditions.

E. **Out-of-Cycle brush, bulky items and white goods collection:** In addition to the scheduled brush and bulky item collections, CONTRACTOR shall provide pick-up service as requested by rate payers.

1. Out-of-Cycle fees will be negotiated annually between the CONTRACTOR and the City Manager for customers, who may request the service, and will be approved annually by the City Council.

2. Out-of-Cycle fees shall be collected in advance directly by the CONTRACTOR from the person requesting the service and the charge shall be identical to the CITY'S authorized fee schedule. The quality of Out-of-Cycle service provided by the CONTRACTOR shall be equivalent to that provided by the CITY. Within 48 hours of pre-payment, CONTRACTOR shall complete service for the out-of cycle request.

F. **Annual Christmas Tree Collection:** CONTRACTOR shall provide curbside collection of Christmas trees as an annual event as scheduled by the City *(Exhibit B)*. Disposal of the trees is at the discretion of the CONTRACTOR.

G. **Annual Citywide, Clean-up Event** shall be conducted in April of each year the specific date to be coordinated not later than 1 March. CONTRACTOR shall provide personnel and equipment necessary to operate a temporary residential drop-off site as listed below. The CITY shall coordinate with the CONTRACTOR thirty days prior to event. The CONTRACTOR shall work with the CITY to sponsor the Annual Cleanup.

Temporary residential drop-off sites:

Streets Building 3330 Hwy 90 Gautier, Ms 39553

North Fire Station Martin Bluff Rd, MS 39553

Bacot Park CW Webb Rd Gautier, MS 39553

H. **Storm damage or natural disaster clean-up and disposal** in the service area shall be provided within 30 days from date of notice to the CONTRACTOR as may be instructed by the City Manager. Cost of this service shall be included in the proposed price. Determination of storm damage or natural disaster, requiring CONTRACTOR's response, shall be made by the City Manager.

a) **Clarification:** The CONTRACTOR is expected to resume service as soon as the streets are clear after a storm. The CONTRACTOR shall document any increase in volume of household garbage for compensation by the CITY and provide copies of the documentation for the CITY to submit for FEMA reimbursement.

I. **Customer Service Office and Procedures:** The CONTRACTOR shall provide a customer service office to facilitate service in the service area and to ensure that customer requests are resolved according to number of days noted in the City's Service Level Agreements (SLA) time commitments (See SLA Time Commitments in *Exhibit* E). The CITY shall maintain records of all service requests in the CITY'S customer service database.

1. Typically, all service requests from customers will initially be directed to City Hall (497-8000) Office. Thereafter, the CITY will generate a work order for each service request received and forward it to the CONTRACTOR via electronic-mail (e-mail). Depending on the type of request, information may also be relayed by telephone.

2. The request order will include the following:

a. Request Order Number

b. Customer name and telephone number

c. Address including house number and street name

d. Date and time of call

e. Type of request

3. Once the service request is satisfied or resolved, CONTRACTOR shall close the service request by resubmitting it to the CITY by e-mail. The completed service request shall include:

a. Request Order Number

b. Customer address including house number and street name

c. Date of service

d. Action taken to satisfy or resolve service request

4. The CONTRACTOR shall notify the CITY if it is unable to complete the service request within the SLA time commitments contained in this RFP by noting the problem and the course of action taken. CONTRACTOR shall coordinate with the CITY to develop an acceptable course of action.

5. In addition, CONTRACTOR must provide emergency telephone numbers and contacts for response on a 7-day, 24-hour basis.

J. **Material and Equipment:** CONTRACTOR shall furnish all material, supplies and equipment necessary, at its own cost and at no cost to the CITY to effectively serve the service area with solid waste collection and disposal services. Prior to the commencement of services in the service area, all materials and equipment necessary to this proposal and contract, must be inspected and approved in writing by the City's Public Works Director. Such materials and equipment shall include, but are not limited to:

1. Collection vehicles for residential garbage and refuse pick up;

2. Brush/bulky item collection vehicles.

K. **Loss or damage by Contract Employees:** City shall refer complaints about loss of or damage to public and private property to CONTRACTOR who shall repair or otherwise compensate for all damage to public and private property caused by its employees.

L. **Labor:** In addition to the materials and equipment set out in Section II. Paragraph J, above, CONTRACTOR shall supply all levels of skill and labor that may be necessary for all solid waste services required under this contract.

M. **Transportation, Storage and Legal Disposal:** The CONTRACTOR shall supply all necessary transportation and storage facilities for all materials and equipment necessary to perform all services described in this contract, and shall legally dispose of waste at a state approved facility. Similarly, all transportation and storage functions shall be duly licensed or qualified under regulation, as may be necessary to environmental, health and safety compliance.

N. Taxes, Governmental Fees and Charges: The CONTRACTOR hereby agrees to pay all applicable local, state and federal taxes, and charges and fees during the life of this contract. This requirement is a material condition of the Contract. A Privilege License for a solid waste collection

company in Gautier is determined by the number of employees based in Gautier at the following fee schedule:

1-3 employees	$20.00
4-10 employees	$30.00
11 or more employees	$30.00 plus $3.00 per employee over 10, not To exceed $150.00

N. **Compliance:** The CONTRACTOR shall follow all applicable local, state, and federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety. CONTRACTOR shall avoid those practices that create a perception of nuisance, such as odors and litter. CONTRACTOR shall comply with the regulations, guidelines and standards set in CITY ordinances.

O. **Monthly Report:** CONTRACTOR shall complete and submit the Monthly Contract Report form (*Exhibit F*) to the CITY. CONTRACTOR shall attach to the report a summary of all customer service requests received that month to include customer address, type of request and CONTRACTOR's resolution. The total number of service requests received should be provided.

P. **Billing Protocols**: The CITY will bill and collect from the residential units within the service area which are receiving the solid waste collection services set out in this Contract. The CITY shall bill in accordance with the fee schedule established by the City Council. Steps:

1. At the start of the contract period, the CONTRACTOR and the CITY shall mutually agree on the number of residential units to be serviced. Thereafter, a residential unit count will occur at the end of each calendar quarter. A representative from the CONTRACTOR and CITY will be present during the residential unit count of the service area. Mutual consent on the number of residential units to be served shall be required in writing from both parties. The revised residential unit count will be effective at the start of each calendar quarter.

2. Residential unit count criteria: For counting and billing purposes, a newly constructed residential unit shall not be presumed to be occupied by the resident during the calendar quarter. The CITY's and CONTRACTOR's surveyors shall give special scrutiny to newly constructed residential units which shall be presumed to be un-occupied unless domestic occupation is clearly evident. Where there is no evident domestic occupancy in a newly constructed unit and/or there is a "for sale" or other marketing sign present, a presumption of non-occupancy shall arise to eliminate the unit for billing purposes.

3. The CITY will remit payment for services provided under this Agreement within forty-five (45) days following the end of the month. No payment shall be provided for non-pickups.

Q. **Discontinuing Collection:** The CONTRACTOR shall discontinue garbage collection at any Residential Unit within 24 hours upon receipt of written notice from the CITY. Upon further written notification by the CITY, the CONTRACTOR shall resume collection on the next regularly scheduled collection day.

S. **Landfill Approval and Tonnage Commitments:** The CONTRACTOR shall identify which legal disposal sites that the CONTRACTOR intends to utilize prior to commencement of services. The Public Works Department shall provide written approval of disposal sites. The proposal price shall include the cost of disposal.

T. **Method of Collection of Residential Garbage:** The CONTRACTOR shall make collections with a minimum of noise and disturbance to the householder. Any garbage or trash spilled by the CONTRACTOR shall be picked up immediately by the CONTRACTOR. Hydraulic spills on CITY streets shall be cleaned up by the CONTRACTOR. Garbage receptacles shall be handled carefully by the CONTRACTOR, the container shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. CONTRACTOR shall replace empty containers in an upright position with the open ends down or covered so as to prevent rain from filling and in locations so as to not block drives or entrances to streets and so as to not obstruct the line of sight of the motoring public. Any type receptacle found in a rack, cart or enclosure of any kind shall be returned upright to such rack, cart or enclosure and lids shall be placed securely and properly on the top of said receptacles. In the event of damage by the CONTRACTOR for garbage receptacles, the CONTRACTOR shall be responsible for the timely repair or replacement of said receptacles.

U. **Services for Municipal Facilities:** The CONTRACTOR shall provide collection and disposal of Solid Waste from the Municipal Facilities. The type and frequency of the services to be provided to the various Municipal Facilities is as follows:

Location	Type of Service
City Hall	once weekly, 8 cubic yard container
Streets Building	once weekly, 8 cubic yard container
	20 yard roll off (as needed)
Public Works Building	once weekly, 8 cubic yard container
	20 yard roll off (as needed)
Central Fire Station	once weekly, (residential service)
South Fire Station	once weekly, (residential service)
North Fire Station	once weekly, (residential service)
Frazier Park	once weekly, 8 cubic yard container
Senior Citizens Building	once weekly, 8 cubic yard container
Gautier City Park	once weekly, 8 cubic yard container
Bacot Park to include: (3)	
Football field, baseball field,	
Boys and Girls Club	once weekly, 8 cubic yard containers
Singing River Mall	20 yard roll off (as needed)
Gautier Police Department	once weekly, 8 cubic yard containers

V. **Collection of Equipment:** The CONTRACTOR shall have on hand at all times and in good working order such equipment as shall permit the CONTRACTOR adequately and efficiently to perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. The CONTRACTOR shall have available reserve equipment which can be put into service within two

(2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the CONTRACTOR to perform the contractual duties.

III. CERTIFICATIONS

Respondent warrants and certifies that Respondent and all other persons designated to provide services hereunder have the requisite training, licenses and/or certifications to provide said services and that Respondent and any such other persons meet all competence standards promulgated by authoritative bodies and regulatory agencies, as applicable to the services provided herein.

IV. INTERRUPTION OF SERVICE: OFFSET FOR CITY'S RESPONSE COSTS

In the event that service is interrupted for any reason for more than forty-eight (48) hours or the CONTRACTOR fails to perform ninety percent (90%) of collection area or route, the CONTRACTOR may be held in default of the Contract. The CITY shall have the right to make temporary independent arrangements for the purposes of continuing this necessary sanitation service to customers in order to secure and protect the public health and safety. Any costs that the CITY incurs for addressing interruption or disruption of service shall be assessed to the CONTRACTOR. In addition, the City shall deduct its expenses as charges off setting the CITY'S obligations otherwise owed the CONTRACTOR. If the interruption in service mentioned herein continues for a period of seventy-two (72) hours, the CITY shall have the right to terminate the contract upon notice only to the CONTRACTOR. The need for uninterrupted sanitation services to the community is an imperative governmental function of the CITY and in this regard, the requirement for uninterrupted service is a material requirement of the contract and time is of the essence where such services are concerned.

A. **Weather Disruptions or Emergencies:** The CITY shall notify CONTRACTOR to delay or postpone collection due to hazardous roadway conditions or adverse weather situations. If possible, the CITY shall notify the CONTRACTOR no later than 4:00 a.m. of collection day. The CITY will also notify the media of such non-collection days. Upon such CITY notification, the CONTRACTOR shall resume scheduled service if the CITY and CONTRACTOR determine it is feasible and safe.

B. **Missed Collections:** Should the CONTRACTOR fail to collect on a scheduled day for causes within the CONTRACTOR's control, the CONTRACTOR shall expeditiously complete collection by the end of the following business day or immediately upon CONTRACTOR being notified by the CITY, whichever occurs first. CONTRACTOR shall contact residents by door hangers about non-compliant materials or materials set out after the collection time. CONTRACTOR shall submit a summary of customer complaints and resolutions with its monthly report.

C. **Agreed Offsets**: If the CITY believes, in its sole discretion, based on its investigation or notices, that the CONTRACTOR has committed the acts, omissions, or incidents described in the table below, the CITY may withhold the amount set forth in the table below as an offset against

the monthly payment to the CONTRACTOR. Contractor agrees to this protocol, at the CITY'S sole discretion.

ACT or INCIDENT	AGREED OFFSETS
Commencement of collection prior to 5:00 a.m., except as expressly permitted herein.	$100 per incident (truck servicing a route is considered an incident)
Failure to collect missed garbage for an address within one business day after service request is received.	$25 per incident or maximum of $250 per truck per day
Subsequent missed garbage collection for an address within one month	$50 per subsequent incident
Missed garbage collection of city block (three or more houses per one city block)	$100 per city block
Subsequent misses of garbage collection at an address within three months after CONTRACTOR receipt of 2nd notice regarding non-collection.	$250 per address
Subsequent misses of garbage collection of a city block (three or more houses per one city block) within three months after CONTRACTOR's receipt of 2nd notice regarding non-collection.	$500 per city block
Incorrect brush and bulky item collection notification	$200 per collection area*
Scheduled brush and bulky item collection area is not completed by the allotted deadline	$500 per day
The time commitment of Customer SLA according to Exhibit F is not attained	$25 per incident

*Note the CITY will allow the CONTRACTOR to remedy incorrect notification by providing brush and bulky item collection to residents who received notification in error.

CONTRACTOR agrees that the actual damages that might be sustained by the CITY by reason of the breach by CONTACTOR of its covenant to timely deliver notices as required herein are uncertain and would be difficult to ascertain, and that the sum stated above would be a reasonable compensation for such breach. CONTRACTOR hereby promises to pay, and CITY hereby agrees to accept such sums as agreed offsets, and not as a penalty, in the event of such breach.

IV. TERMINATION OF CONTRACT

A. Independent of the CITY'S right to termination for material breach or cause recited elsewhere, and independent of the CITY'S right to offsets described above, this Contract or any portion of it may be terminated at the CITY'S discretion by the CITY's giving thirty (30) days written notice

to the CONTRACTOR. The CITY retains this discretionary termination option without liability for default.

B. If the CONTRACTOR terminates this Contract or any portion of it, the CONTRACTOR must notify the CITY not less than ninety (90) days prior to termination. CONTRACTOR's termination, in absence of default by the CITY, shall subject CONTRACTOR's Performance Bond or Performance Deposit to CITY's right to "call" or draw thereon, according to the terms of this contract.

In the event of termination by the CITY, and in absence of fault by CONTRACTOR, the CONTRACTOR shall be paid in full for all services performed up to termination date, subject to off-sets or adjustments, if any, as may be necessary to continue customer services.

VI. PERFORMANCE BOND

A. If selected, Respondent shall provide a performance bond made payable to the City of Gautier in the sum of $200,000.00 dollars executed by a corporate surety, acceptable to CITY, who is licensed pursuant to the laws of Mississippi and relevant federal regulations in the annual amount of the contract. Said performance bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The performance bond must clearly and prominently display on the bond or on an attachment to the bond: the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent.

B. In lieu of a statutory Performance Bond, a performance deposit shall be tendered in the form of a certified check upon a state or national bank or trust company signed by a duly authorized officer thereof (check to be drawn payable to the City of Gautier), or a Certificate of Deposit from such bank or trust company assigned to the CITY or irrevocable letter of credit from a state or national bank or trust company in favor of the CITY.

C. If a performance deposit is made, instead of a Performance Bond, it shall be returned to the CONTRACTOR upon completion of the contract to the CITY'S satisfaction.

VI. TERM OF CONTRACT

The day ordained by City Council for commencing residential solid waste collection and disposal service for the CITY shall be 1st September 2012.

The term of this Contract shall be for a one (1) year period beginning on September 1, 2012, and ending September 1, 2013. All optional terms, if any, shall commence on September 1st 2012 and end on September 1st 2013.

The CITY shall have the option to renew this Contract for six additional one (1) year terms. There is no guarantee to the CONTRACTOR that the CITY will exercise this option to continue this contract beyond the initial 12-month period.

CONTRACTOR understands and agrees that if the CITY exercises its renewal option under this Agreement for additional one (1) year terms, the only adjustments to terms may be the CONTRACTOR's compensation amount, as per the formula below, and adjustment in the number of residential units serviced or enlargement of the service area. Modification of compensation for any renewal term shall be subject to a Consumer Price Index (CPI). The CPI adjustment used will be based on the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index-Urban Wage Earners and Clerical Workers South Urban (all items) adjustment. This adjustment shall not vary more than five percent (5%) from the base compensation amount for each respective term year, and over the potential life of the contract (includes 5 optional term years) shall not exceed 25% of the original contract price fixed for the 2012 term year.

After the initial contract term, if the current level of volume collected is modified, the CITY reserves the right to renegotiate contract prices if there has been any significant increase or decrease in customers served.

VI. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at 3330 Hwy 90 on July 30th, 2012, at 10:00 a.m. central time in the City of Gautier Council Chambers. Respondents are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. CITY'S responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted on the CITY'S website at http://www.gautier-ms.gov. Respondents who do not have access to the Internet must notify CITY in accordance with Section XII, Restrictions on Communication, if Respondent wishes to receive copies of CITY'S responses by mail. Attendance at the Pre-Submittal Conference is optional.

Any oral responses given by CITY staff at the Pre-Submittal Conference shall be tentative. A written summary of the Pre-Submittal Conference shall contain official responses, if any. Any oral response given at the Pre-Submittal Conference that is not confirmed in the written summary of the Pre-Submittal Conference or by a subsequent addendum shall not be official or binding on the CITY. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the CITY shall not be binding on the CITY.

VII. SUMMARY OF PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence:

A. RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE: Complete and submit the Respondent Qualification General Questionnaire found in RFP *Attachment A.*

B. LITIGATION DISCLOSURE: Complete and submit the Litigation Disclosure Form found in RFP *Attachment B.* If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form with the proposal.

C. REGULATORY COMPLIANCE: By submitting to this proposal, Respondent acknowledges that it shall comply with the Regulatory Compliance and Criminal History Warranty Form found in RFP *Attachment C.*

D. PRICING SCHEDULE Complete and submit the Pricing Schedule Form found in RFP *Attachment D.*

E. EXPERIENCE, BACKGROUND, QUALIFICATIONS: Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team**, including sub-CONTRACTORs,** or joint venture.

1. Describe Respondent's experience relevant to the scope of services contemplated by this RFP. List and describe relevant projects of similar size and scope performed over the past four years and identify personnel assigned to each project and their role.
2. Describe Respondent's experience with providing residential solid waste collection services to public entities clients, especially comparably sized municipalities. If Respondent has provided services for the CITY in the past, identify the name of the project and the department for which Respondent provided those services.
3. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
4. Provide three (3) references, for whom Respondent has provided similar services. Include current phone number and e-mail address for each reference.
5. State the number and professional qualifications (to include solid waste licenses, other pertinent certifications and associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope. Include resumes of key personnel.
6. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.

H. PROPOSED PLAN FOR SERVICE DELIVERY: Prepare and submit the following:

1. Operational Plan: Submit a narrative of the methodology that will be used for all solid waste collection services for garbage, brush and bulky items. The proponent should outline how each service will be accomplished and performed by providing the following information:

   a. Manual Garbage Collection

      1) Route description including proposed days of service

      2) Times and hours of daily operation

      3) List of collection equipment capacity dedicated to the service area

      4) Number of crews dedicated to the service the service area

      5) Crew size and description

   b. Automated Garbage Collection

      1) Route description including proposed days of service

2) Times and hours of daily operation

3) List of collection equipment capacity dedicated to the service area

4) Number of crews dedicated to the service the service area

5) Crew size and description

6) Delivery plan for automated containers

c. Other Collection Services (brush and bulky item collection, etc.)

1) Route description including proposed days of service

2) Times and hours of daily operation

3) List of collection equipment capacity dedicated to the service area

4) Number of crews dedicated to the service the service area

d. Identification of Landfills, Disposal Sites and Waste Reduction Processors, if any

2. Customer Service Office and Procedures

1) Hours of operation
2) Staffing Plan based upon anticipated call volume
3) Outline procedure for recording, assigning, and tracking customer service requests during and after regular business hours
4) Provide evidence of the ability to respond to service requests within the Service Level Agreement Time Commitments contained in this RFP
5) Identify Emergency contacts and provide telephone numbers for contact on a 7 day, 24 hour basis

I. ANNUAL FINANCIAL INFORMATION: Respondent shall submit its most recent annual financial statement. An audited financial statement is preferred.

J. PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

K. SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in RFP *Attachment G*. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority.

L. PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in RFP *Attachment H.*

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

X. CONTRACT DOCUMENTS AND AMENDMENTS TO RFP

Changes, amendments, or written responses to questions received regarding this RFP may be posted on the CITY'S website at http://www.gautier-ms.gov. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify CITY in accordance with Section XII., Restrictions on Communication, that Respondent wishes to receive copies of amendments to this RFP by mail.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

The Contract Documents for this agreement shall consist of this RFP, its amendments and addenda, if any, and the Integration Agreement providing for negotiated changes and consolidation of the various contract writings, which Integration Agreement shall be duly executed by the parties' appropriate representatives.

XI. SUBMISSION OF PROPOSALS

A. Respondent shall submit one (1) original, signed in ink, and seven (7) copies of the Proposal, in a sealed package, clearly marked on the front of the package *Municipal Solid Waste Collection and Disposal Services*. All Proposals must be received in the Purchasing Office no later than *3:00 p.m.*, central time, 13 August 2012. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the Purchasing Office prior to the deadline set for submission of proposals. Any Proposal or modification received after this time shall not be considered.

Mailing Address:
City of Gautier, Attn: Purchasing Agent
P.O. Box 670
Gautier, MS 39553

Physical Address:
City of Gautier, Attn: Purchasing Agent
3330 Hwy 90
Gautier, MS 39553

Proposals sent by facsimile or email will not be accepted.

B. Proposal Format: Each proposal shall be typewritten and submitted on 8 ½" x 11" white paper inside a three ring binder. Font size shall be no less than 12-point type. All pages shall be printed on one side only. Margins shall be no less than 1" around the perimeter of each page. Each page shall be numbered. Electronic files shall not be included as part of the proposal; compact disks and/or computer disks submitted as part of the proposal shall not be considered. Each proposal must include the sections and attachments in the sequence listed in the Proposal Requirements Section, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.

C. Respondents who submit responses to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Mississippi Secretary of State and Mississippi State Auditor. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its Contract's performance upon the CITY'S learning of the misrepresented identity of the CONTRACTOR. The CITY will not allow a CONTRACTOR whose identity is bogus to perform or purport to perform the governmental functions of this contract to the CITY'S detriment. Misrepresented identity calls into question supporting documents and insurance commitments made by underwriters and others to the purported Contractor thereby affecting the CITY'S interests.

A. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

B. All proposals become the property of the CITY upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the CITY cannot guarantee that it will not be compelled to disclose all or part of any public record under the Mississippi Public Records Act, since information deemed to be confidential by Respondent may not be considered confidential under Mississippi law, or pursuant to a Court order.

C. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

XII. RESTRICTIONS ON COMMUNICATION

Once the RFP has been released, Respondents are prohibited from communicating with CITY staff regarding the RFP or Proposals, with the following exceptions:

A. Questions concerning this RFP shall be directed, in writing only, to the City Manager, 3330 Hwy 90, Gautier, MS 39553. Verbal questions and explanations are not permitted other than as described by this section and during interviews, if any. It is suggested that all questions be sent by certified mail, return receipt requested; however, electronic submissions by facsimile at (228)497-3518 or e-mail will be accepted at csteen@gautier-ms.gov. No inquiries or questions regarding this RFP will be answered if received after 12:00 p.m., (noon) central time on Friday August 3rd 2012, to allow ample time for distribution of answers and/or amendments to this RFP. Communication with the CITY'S Contact Person after the deadline for questions is not permitted. Respondents wishing to receive copies of the questions and subsequent responses

must notify the CITY'S Contact Person in writing prior to the date and time the questions are due.

B. Respondent shall not contact CITY employees before an award has been made, except as set out in paragraph A of this section. (This restriction extends to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondents). Violation of this provision by Respondent or his agent may lead to disqualification of his proposal from consideration.

C. The CITY reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by CITY.

XIII. EVALUATION CRITERIA

The CITY will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The CITY may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the CITY'S elects to conduct interviews, Respondents may be interviewed and re-scored based upon these same criteria, or other criteria to be determined by the selection committee. The CITY may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The CITY reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of Gautier City Council.

Evaluation criteria:

A. Experience, Background and Qualifications (30%)

B. Proposed Plan for Service Delivery (25%)

C. Evaluation of the Proposed Pricing Schedule (45%)

XIV. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

A. CITY reserves the right to award one or no contract(s) in response to this RFP.

B. The Contract, if awarded, will be awarded to the Respondent whose Proposal is deemed most advantageous to CITY, as determined by the selection committee, upon approval of the City Council.

C. CITY may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of CITY. However, final selection of a Respondent is subject to City Council approval.

D. CITY reserves the right to accept one or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. The CTIY also

reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

E. City will require the selected Respondent(s) to execute the contract in substantially the form as set forth in this RFP as compiled in the Integration Agreement with amendments and addenda, if any immediately following City Council award. No work shall commence until CITY signs the Contract Document(s) and the successful Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract Documents are not binding on CITY until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within thirty days, the CITY reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

F. This RFP does not commit CITY to enter into a Contract, award any services related to this RFP, nor does it obligate CITY to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

H. The successful respondent must be able to formally invoice the CITY for services rendered.

I. Conflicts of Interest. Respondent acknowledges that it is informed that the City of Gautier prohibits any appointed city official or employee from having a financial interest in any contract with City or any City agency such as City-owned utilities. An appointed official or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subCONTRACTOR on a City contract, a partner or a parent or subsidiary business entity.

J. Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City.

K. Independent CONTRACTOR. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent CONTRACTOR(s), responsible for its (their) respective acts or omissions, and that CITY shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others, or to hold out to third parties, that it has such authority.

XV. ASSIGNMENT AND USE OF SUBCONTRACTORS

No assignment of this Agreement in whole or in part shall be made by CONTRACTOR, nor shall transfer of any contract performance obligation effected by an ancillary or separate contract of CONTRACTOR, or by corporate sale, merger, or stock acquisition, or any change in the legal identity of CONTRACTOR, be made, without prior written consent from the CITY in accordance with the procedure set out herein. Depending on the provisions of the order initially approving the instant

contract, any such described assignment, transfer, sale, merger, or change shall require approval from the City Council.

CONTRACTOR shall notify the CITY in writing evidencing the purpose, intent, terms and effects of the proposed assignment, merger, transfer, or change in ownership. CONTRACTOR shall provide the CITY with a copy of the proposed document effecting such change, or a memorandum, or other briefing document describing the proposal or executed agreement with sufficient detail to afford the City opportunity for informed review.

The CITY shall review the tendered documents pertaining to the proposed assignment, or other event described above, and shall respond to the CONTRACTOR in writing within thirty (30) days of initial receipt. The response shall contain the CITY's approval, proposed modifications, or disapproval of the proposed assignment, transfer, merger or sale or other event affecting the CITY's contract with the CONTRACTOR.

The CITY expressly reserves the right to disapprove any proposed assignment, change in ownership, transfer of contract performance obligations, or any such business reorganization affecting the legal identity of the CONTRACTOR. The CITY agrees to provide CONTRACTOR with a written explanation outlining why such change is viewed by CITY to be adverse to the CITY's interests.

Any such change described above or assignment by CONTRACTOR, executed in violation of the above described submittal, review, and approval procedure is acknowledged by the CONTRACTOR to be void ab initio and CONTRACTOR shall risk termination at the CITY's option, but shall otherwise continue to be bound by the terms and conditions of this Agreement.

Use of SUB-CONTRACTORs by the CONTRACTOR or subsidiary or affiliate firms of the CONTRACTOR for technical or professional services shall not be considered an assignment of a portion of this Agreement. However, the CITY reserves the right to approve in writing the use of specific subCONTRACTORs used or intended to be used to fulfill any part of this contract pertaining to physical performance of any service.

Nothing herein shall be construed to give any rights or benefits to anyone other than the CITY and CONTRACTOR.

XVI TENTATIVE SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Issue Date	27th July 2012
Pre-Submittal Conference	7th August 2012 10:00 AM City Hall Council Chamber 3330 Hwy 90 Gautier, MS 39553
Final Questions Accepted	3rd August 2012 Noon
Proposals due	16th August 2012 3:00 PM
City Council Consideration	21 August 2012

XVII. RECORDS RETENTION

All records, reports, and other documents generated by or pertaining to this contract must be retained by CONTRACTOR for a period of no less than four (4) years following termination date. For purposes of extended option terms, records retention requirements shall be honored and measured from four (4) years following the termination date of each respective annual performance period. For example, the first term ending on 30 September 2013 shall require records to be maintained until at least 30 September 2017.

XVIII. GLOSSARY

Whenever used in this RFP the following terms shall have (unless otherwise expressly indicated) the meaning defined and obligations attendant as follows:

A. AUTOMATED GARBAGE COLLECTION: Mechanized collection of garbage containers by using vehicle equipped with a mechanical arm to lift and empty a specially designed container/cart. The CONTRACTOR shall provide and maintain a garbage container for each residential unit.

B. BRUSH: Brush and bulky items set at the curb, including trimmings and severed parts of all domestically cultivated trees and shrubbery: Severed brush and all such items placed in CITY right-of-way, for which a responsible party may not be identified. This definition also includes accumulation of all waste wood, discarded furniture, grass cuttings and branches along with other household and yard related wastes which comprise the regulatory definition of municipal solid waste, excluding commercial construction waste and remodeling or demolition debris.

C. BULKY ITEMS AND WHITE GOODS: During brush and bulky item collection, household items consisting of large appliances, commonly referred to as white goods, along with discarded bathroom fixtures, such as sinks and toilets, furniture, mattresses, television sets, cathode ray tubes and tires shall be picked up. The items have no size or weight limitations but are limited to residential and domestic items. CONTRACTOR shall recover and recycle freon from refrigeration appliances, when appropriate. Metal goods and tires must be recycled when possible.

D. CITY: THE CITY 0F GAUTIER, MISSISSIPPI

E. COMMERCIAL UNITS: A commercial unit is a non-residential unit receiving CITY services. The CONTRACTOR shall be required to service such participating commercial units generating waste that qualifies as municipal solid waste. Commercial units shall receive service from the CONTRACTOR on the same scheduled basis as do domestic units, and each such commercial location (unit) shall count as one house for purposes of payment from the CITY to the CONTRACTOR. Commercial locations shall be limited to same conditions as residual Commercial units will be eligible for the CITY residential collection if they generate no more than 96 gallons of solid waste per week. Beyond that amount the CONTRACTOR can negotiate for an increased number of containers or a separate commercial contract.

F. CONTRACTOR: The person, corporation, partnership, or legal entity performing municipal solid waste collection and disposal service and the recycling/marketing program under this proposal and the resulting contract.

G. DISPOSAL SITE and CONTRACTUAL TONNAGE COMMITMENTS: The disposal site must be a legally permitted municipal solid waste depository including, but not limited to, sanitary landfills permitted or approved by all appropriate governmental agencies having jurisdiction and requiring such licenses, franchises, permits or approvals to receive for processing or final disposal municipal solid waste. Committed proposal prices are to include the disposal cost utilizing a legally permitted disposal facility.

H. HAZARDOUS WASTE AND INDUSTRIAL WASTE: Hazardous Waste shall mean any liquid or solid waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and as may be identified by any state or federal agency as hazardous or toxic and requiring special handling or special disposal treatment. Industrial waste is waste so defined by the Mississippi Department of Environmental Quality (MDEQ) and is not included in the definition of municipal solid waste. In keeping with the CITY's long established policies and practices of servicing only the needs of customers and citizens whose generation and disposal needs fall within the regulatory definition of municipal solid waste, this contract does not include curbside service for any class of industrial waste. Only benign volumes of household hazardous waste, meeting the regulatory definition of municipal solid waste, shall be serviced under this contract.

H. MONTHLY SOLID WASTE FEES: Monthly fees charged by the CITY to all single-family residential units and commercial units receiving solid waste services.

I. OUT-OF-CYCLE SERVICE: Customer requests for collection of brush, bulky items and white goods is available in addition to the twice-a-year brush and bulky item collection schedule. A free estimate on the service cost is provided to residents. A fee is charged based on the size of the load and prices fixed in an order passed by City Council (See *Exhibit D* for Out-of-Cycle fee schedule summary). The quality of Out-of-Cycle service is to be equivalent to that provided by the CITY and charges shall be collected directly by the CONTRACTOR from the requesting customer. Fees shall be identical to the City's authorized fee schedule. Within 48 hours of customer's pre-payment, the CONTRACTOR shall perform collection of the Out-of-Cycle request.

J. PRODUCER – (GENERATOR): A producer is an occupant of a residential unit who generates municipal solid waste, primarily waste commonly regarded as residential garbage, or is a business unit that uses CITY contracted services to dispose of municipal solid waste.

K. REQUEST FOR PROPOSAL (RFP) AND CONTRACT DOCUMENTS: Contract Documents consist of this RFP, all attachments, written addenda and amendments thereto, if any, all of which when supplemented with a fully executed Integration Agreement, duly signed by the parties, comprise their complete understanding.

L. RESIDENTIAL GARBAGE AND REFUSE: All cans, bottles, rags, dry trash, paper, kitchen and household wastes, food containers, lawn trimmings, leaves and other materials typically generated by a residential dwelling unit, which material is regulated as domestic municipal solid waste.

M. RESIDENTIAL UNIT: These types of residences include, but may not be limited to, single family residences on one electric meter or duplex dwelling units on one or more meters. Garbage collection services to single-family, residential units will be billed directly by the CITY.

N. SEMI-AUTOMATED COLLECTION: Collection of waste material through the use a vehicle equipped with tipper(s) on the rear of the vehicle. The cart is manually placed on the tipper which then empties a specially designed cart mechanically. The cart is then returned to the curb by the collection crew.

O. STORM DAMAGE DEBRIS COLLECTION: Storm damage refers to damage and debris produced by strong winds, rain, hail, lighting, flooding, storm, tornadoes or hurricanes experienced by an area as identified by the City Manager. The cost for this service is to be included in the CONTRACTOR's bid price.

P. TWO TIMES YEARLY BRUSH AND BULKY ITEMS CURBSIDE PICKUP: The CONTRACTOR shall, at least two times per year, pick-up curbside brush, bulky item and white goods collections. The cost of these services shall be included in the contract price. This provision is also addressed under Scope of Services, Section II.

EXHIBITS

Exhibit A

Map of Gautier and Days of Collection

Exhibit B
Summary of services To Be Provided By The Contractor

SOLID WASTE SERVICES	FREQUENCY	CHARGE
Automated or manual residential Garbage Collection and Disposal:	Twice a Week	Included in Monthly Fee
Curbside recycling – collection includes 18 gallon bin, specified in Exhibit F	Once /Week	Included in Monthly Fee
Curbside Brush and Bulky items Collection Notice to Contract Area	Scheduled Two Times a Year	Included in Monthly Fee
Community and City Clean-up including Neighborhood Sweeps	As notified by CITY	Included in Monthly Fee
Out of Cycle Brush, Bulky Item or White Goods Collection & Disposal	Monday-Friday, Within 48 hrs. response from payment	In Accordance with Fee Schedule (Exhibit E)
Customer Service Office	On call Basis; Seven Day/Week; 24 Hrs. Emergency Telephone Number must be provided.	Included in Monthly Fee
Storm Damage Clean up and Disposal	As notified by City	Included in Monthly Fee
Christmas Tree Collection & Recycling	As required	Included in Monthly Fee

EXHIBIT C

FY 2012-2013 GARBAGE AND RECYCLING COLLECTION HOLIDAY SCHEDULE

To provide the highest level of customer service and to reduce the impact of make-up days the following schedule is proposed for Collection Personnel. The CONTRACTOR may opt to not work any holidays, and shall propose an acceptable make up collection schedule.

Holiday	Day	Date	Scheduled Work Day
Martin Luther King	Monday	January 21, 2013	YES
President's Day	Monday	February 18, 2013	YES
Good Friday	Friday	March 29 2013	YES
Memorial Day	Monday	May 27, 2013	YES
Independence Day	Thursday	July 4, 2013	YES
Labor Day	Monday	September 3, 2012	YES
Veteran's Day	Sunday	November 11, 2012	NO
Thanksgiving Day	Thursday	November 22, 2006	YES
Day after Thanksgiving	Friday	November 23, 2012	YES
Christmas Eve	Monday	December 24, 2012	YES
Christmas Day	Tuesday	December 25, 2012	YES
New Year's Eve	Monday	December 31, 2012	YES

OTHER SPECIAL EVENTS

EVENT	DAY	DATE	Scheduled Work Day
Christmas Tree Collection	Thursday	January 3, 2013	As required
City- wide Clean up	Saturday	April 13, 2013	As required

City shall update calendar on an annual basis. Special events dates may be revised.

Please note that the annual Christmas Tree Collection is usually performed on the first Wednesday of January and the City-wide Clean up event is usually held the third Saturday of each April.

EXHIBIT D

Fees for Out-of-Cycle Brush, Bulky Items, and White Goods Collection

Category	Fee
Single item pick up, white good, or other item ups to 8 cubic yards (cy)	$50.00
Up to 16 cy	$75.00
Up to 24 cy	$100.00
Up to 32 cy	$125.00

Exhibit E

Service Level Agreement (SLA) Time Commitments

Service	Category Code Number	Category Code Description	SLA Time Commitments/ Number of Business Days
Manual Garbage Collection	100	Garbage, No Pickup	2
	101	Garbage, Scattered Material	2
	103	Trash Can, Rough Handling	5
	104	Garbage, Can/Bins in Street	2
	105	Trash Can/Lid Missing	5
	106	Alley Problems	5
	107	Trash Can Placement (yard, over fence, etc.)	2
	108	Garbage Misc.	5
	109	Garbage Crew Customer Service	3
Automated Garbage Collection	110	No P/U Automated Garbage	2
	111	Lost/Stolen Container (Automated)	2
	112	Damaged Container (Automated)	2
	113	Request for Special Collection	9
	114	Request for Disability Assistance	2
	115	Request for Move-in Container Delivery	2
	116	Request for Move-out Container Pick up	2
	117	Automated Collection Information	3
	118	Automated Misc.	5
	119	Automated Crew Customer Service	3
Brush/Bulky Item Collection	120	Brush No Pickup	6
	121	Brush Partial Pickup	6
	122	Storm Damage	14
	123	Out of Cycle Request	14
	124	Brush Collection Information	7
	126	Illegal Dumping	14
	127	No Brush Notice	3
	128	Brush Misc.	5
	129	Brush Crew Customer Service	3
Solid Waste Miscellaneous	130	Solid Waste Misc.	5
	131	Request for New Service	3
	132	Solid Waste Fees and Charges	5
	133	Customer Service - Reporting a driver or vehicle	3
	134	Solid Waste Compliments	3

The performance standard for each category is as stated throughout the RFP; the SLA's time commitment is to denote the deadline to close service requests

EXHIBIT F

Monthly Contract Report

Contact Area: _____ Company: _____ Month: _____ Year: _____

1. TOTAL WASTE OR GARBAGE COLLECTION:
   a) Tons Collected _____
   b) Total Number of garbage set-outs by homes picked during month: _____
2. BRUSH COLLECTION (Disposed at the Landfill):
   a) Brush Collection Tons Collected _____
   b) Other (Christmas Tree, Storm Damage, etc.) Tons Collected _____
   c) TOTAL Tons Collected _____

a) Number of Contracted Residential Units _____

b) Average Number of Homes picked up during the week: _____

4. Total Waste Stream (Tons per Month) _____

ATTACHMENTS

RFP ATTACHMENT A

Respondent Qualification General Questionnaire

1. Name/Name of Agency/Company: Waste Pro of Mississippi, Inc.

2. Address: 4205 Beasley Road, Gautier, Mississippi 39553

3. Telephone/FAX: 228-818-5393/ 228-818-5392

4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?
   Yes____ No_X__

5. Is your Company authorized and/or licensed to do business in Mississippi?
   Yes_X__ No____

6. Where is the Company's corporate headquarters located? Longwood, Florida

7. a. Does the Company have an office located in Gautier, Mississippi?

   Yes_X_ No____

   b. If the answer to the previous question is "yes", how long has the Company conducted business from its Gautier office?

   __5__ (years) __1__ (months)

   c. State the number of full-time employees at the Gautier office. 115

8. a. If the Company does not have a Gautier office, does the Company have an office located in Jackson County, Mississippi?

   Yes____ No____

   b. If the answer to the previous question is yes, how long has the Company conducted business from its Jackson County office?

   _____ (years) _____(months)

   c. State the number of full-time employees at the Jackson County office. _____

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No____
   If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____
   _____
   _____

10. Indicate person whom the City may contact concerning your proposal or setting dates for meetings.

    Name: _____
    Address: _____
    Telephone: _____
    FAX: _____
    Email: _____

11. Surety Information

    Have you or the Company ever had a bond or surety canceled or forfeited? Yes ( ) No ( ).
    If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture._____
    _____

12. Bankruptcy Information

    Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No ( )
    If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____
    _____
    _____

13. Provide any other names under which your business has operated within the last 10 years.
    _____
    _____

RFP ATTACHMENT B

LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor in the last five (5) years?

   Circle One YES NO

2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of Gautier or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of Gautier or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

ATTACHMENT C

Regulatory Compliance and Criminal History Warranty; Acknowledgement of Fiduciary Duty Owed by CONTRACTOR to City

(a) Compliance Histories, Warranty, Fiduciary Duty, Discretionary Termination. The successful bidder [proponent] must demonstrate to the City's satisfaction that bidder [proponent] has clean environmental, criminal, and other compliance histories with state, federal, and local agencies or authorities. **By submission of a bid or proposal in response to this solicitation, bidder [proponent] Warrants to the City that he / she / it (in the case of a corporation or other legal entity), including advisors, executive and supervisory employees, agents and representatives, are in good stead with all regulatory authorities that may have interests in or jurisdiction over the work activity or service bid [proposed] by the CONTRACTOR.** Regulatory interest or jurisdiction may go directly to the Contract activity in question, to potential consequences of the activity, or indirectly to any regulated matter which may reflect upon the CONTRACTOR's competency and integrity. The City relies upon CONTRACTOR's Warranty and shall treat the CONTRACTOR as having a special fiduciary duty to the City in this respect due to potential for environmental, third party, and other regulatory liabilities which may attend this Contract, including but not limited to regulatory criminal responsibility. CONTRACTOR acknowledges such fiduciary duty to the City, promising a high standard of performance and best efforts to protect the public interest against consequences of environmental mishap. CONTRACTOR warrants that no matters pertaining to violations, notices of violation, or notices of regulatory concern are now pending against CONTRACTOR or those persons (employees / affiliates) of concern mentioned above; and that no civil or criminal litigation, and no manner of enforcement activity, however preliminary, is *pending* against CONTRACTOR or those persons, regardless of category or class of violation or potential violation. *If any such matters are pending, CONTRACTOR must reveal and explain those matters in writing at the time his / her / its bid [proposal] is tendered to the City.* If any such matters have been resolved, *during the last five (5) years*, CONTRACTOR must similarly reveal and explain same to the City with the bid [proposal] submission. The City retains the right to determine, according to its discretion, whether or not a pending, unresolved, or resolved enforcement issue or criminal matter concerning CONTRACTOR, its operations, or employees / agents / representatives may impact the responsible status of CONTRACTOR, i.e., render the CONTRACTOR unqualified, or detract from CONTRACTOR's competency standing. In reliance on CONTRACTOR's Warranty, the City reserves to itself the right to terminate the Contract, without further obligation upon the City and without further recourse or remedy for the CONTRACTOR except that the City shall duly pay CONTRACTOR for work or services performed to date of termination, should the City determine, following award of the Contract that CONTRACTOR failed to reveal and explain to the City's satisfaction any such matters having regulatory or criminal import or implications.

(b) Criminal Histories. Pending and Resolved; Termination. **CONTRACTOR must disclose and explain in writing any pending criminal matters associated with his / her / its business operation. This disclosure goes to CONTRACTOR's person, and to all persons working for CONTRACTOR in a supervisory, advisory, executive, agency, or in any representative capacity or manner associated with CONTRACTOR's business enterprise, which person(s) have any criminal enforcement action pending against him or her, regardless of class or category of alleged violation which may be pending, however preliminary, including investigation. And concerning resolved criminal matters, CONTRACTOR must make similar written disclosures and explanations for the same category of persons, which disclosures and explanations concern any criminal enforcement action that may have been resolved against such persons during the last five (5) years. Failure to make such disclosures and explanations, with the submission of the bidder's [proponent's] response to the City's solicitation, shall be grounds for the City's termination of the Contract, should such information come to the City's attention after award of the contract; in which case, CONTRACTOR shall be without recourse and remedy, except for the City's payment to CONTRACTOR for services or work performed up to date of termination.**

(c) Voidable Contract: **CONTRACTOR's failure to abide by disclosure and explanation requirements, in (a) and (b), above, shall render the Contract voidable at the City's discretion, with no compensation due CONTRACTOR, if concealed or undisclosed violations, or undisclosed or concealed investigations leading to formal criminal charges, are of such portent, in the City's judgment, as to place the City in a position of regulatory or third party liability exposure, or shall pose or result in a threat to the public health, safety, or welfare. Any sums paid CONTRACTOR, in the event of a voided contract, shall be recoverable by the City, in addition to and cumulative of any other legal or equitable remedies the City may have. CONTRACTOR understands the City shall enjoy the termination and voidable contract remedies set forth in paragraph (b) and this paragraph (c) due to the fiduciary duty owing from CONTRACTOR to City and due to the City's reliance on the CONTRACTOR's Warranty of Regulatory Compliance and clean Criminal History.**

RFP ATTACHMENT D

PRICING SCHEDULE

State any and all fees you would charge to provide all services listed in this RFP if awarded a contract pursuant to this RFP.

1. **Monthly contract rate per residential unit to be charged for the type of Solid Waste Services for the City of Gautier and breakdown of rate: (All spaces must be completed with a price).**

Solid Waste Services for City of Gautier	**Price for Solid Waste Services per Month (Manual Collection)**	**Price for Solid Waste Services per Month (Automated Collection)**
Option A. Manual Garbage Collection		
Option B. Conversion to Automated Garbage Collection		
Garbage Disposal		
Brush, bulky items and white goods collection, i.e., storm damage clean-ups and brush mixed with rubbish disposal.		
Community or City-wide clean-up events and disposal		
Total Monthly Residential Rate (Does not include Customer Billings which are performed and absorbed by the CITY, except for costs for out-of-cycle services which are billed directly by the CONTRACTOR.)		

2. **ENHANCED PROPOSAL OPTIONS SUBMITTED AT PROPONENT'S DISCRETION (Provide attachment if necessary.)**

RFP ATTACHMENT E

INSURANCE REQUIRMENTS

Prior to the commencement of any work under an Agreement awarded pursuant to this RFP, the selected Respondent shall furnish an original completed Certificate(s) of Insurance to the Purchasing Department , 3330 Hwy 90 MS 39553, Attn: Cindy Steen, which shall be clearly labeled Municipal Solid Waste Collection, Disposal Services for the City of Gautier 2012 in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original Certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under said Agreement until such Certificate shall have been delivered to the Purchasing Department, *Attn: Cindy Steen*, and no officer or employee, other than the *City Clerk* , shall have authority to waive this requirement.

The City reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof and to modify insurance coverages and their limits when deemed necessary and prudent by the *City Clerk*, based upon changes in statutory law, court decisions or circumstances surrounding the Agreement, but in no instance will City allow modification whereupon City may incur increased risk.

Respondent's financial integrity is of interest to the City, and, therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect, for the duration of the Agreement, and any extension thereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Mississippi.

Coverage	Limits of Liability
Workmen's Compensation	Statutory
Employer's Liability	$1,000.000.
Bodily Injury Liability	$1,000.000.each occurrence
except automobile	$1,000.000.aggregate
Property Damage Liability	$1,000.000.each occurrence
except automobile	$1,000.000.aggregate
Automobile Bodily Injury	$1,000.000.each person
Liability	$1,000.000.each occurrence
Excess Umbrella Liability	$1,000.000.each occurrence

The CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the CITY, and may require the deletion, revision or modification of particular policy terms, conditions, limitations or

exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies. Respondent shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of Insurance to CITY at an address provided by CITY within ten (10) days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

Respondent agrees that, with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

1. Name the City and its officials, employees, volunteers and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability polices;

2. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Gautier where the City is an additional insured shown on the policy;

3. Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.

When there is a cancellation, non-renewal or material change in coverage, which is not made pursuant to a request by City, Respondent shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Respondent knows of said change in advance, or ten (10) days notice after the change, if the Respondent did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following addresses:

City of Gautier	City of Gautier
City Clerk	Public Works Director
Municipal Solid Waste Collection, Disposal Services for the Gautier Area 2012	Municipal Solid Waste Collection, Disposal Services for the City of Gautier Area 2012
3330 Hwy 90	3305 Gautier Vancleave Rd
Gautier, MS 39553	Gautier, MS 39553

If Respondent fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the CITY may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by the CITY is an alternative to other remedies the CITY may have and is not the exclusive remedy for failure of Respondent to maintain said insurance or secure such endorsement. In addition to any other remedies the CITY may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the CITY shall have the right to order Respondent to stop work under the Agreement, and/or withhold any payment(s) which become due to Respondent thereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subCONTRACTORs' performance of the work covered under the Agreement. It is agreed that Respondent's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this contract.

ATTACHMENT F
INDEMNIFICATION REQUIREMENTS

RESPONDENT / PROPONENT, if selected, hereafter referred to as RESPONDENT OR CONTRACTOR, covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's, if selected, activities under this CONTRACT, including any acts or omissions of RESPONDENT, if selected, any agent, officer, director, representative, employee, consultant or subCONTRACTOR of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, known to RESPONDENT, related to or arising out of RESPONDENT's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR / RESPONDENT of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by RESPONDENT, if selected, to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage,

and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. RESPONDENT, if selected, further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RESPONDENT, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, if selected, known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this contract.

RFP ATTACHMENT G

SIGNATURE PAGE

"✓" Check box that indicates business structure of Respondent

☐ Individual or Proprietorship
☐ Partnership or Joint Venture
☐ Corporation

The undersigned certifies that (s)he is _____ (title) of the Respondent entity named below; that (s)he is designated to sign this Proposal Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Proposal as required by this RFP, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity is:

_____.
11-digit Comptroller's Taxpayer Number

_____
Respondent Organization Name (DBA also required if Individual or Proprietorship)

By: _____
Printed Name: _____
Title: _____

By: _____
(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required)
Printed Name: _____
Title: _____

_____
Employer Identification Number

By signature above, Respondent agrees to the following:

1. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Attachments E & F.
2. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Proposal and during Proposal process.
3. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
4. Respondent agrees to fully and truthfully submit a Respondent Qualification General Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

RFP ATTACHMENT H

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

Tab in Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
[Insert Tab]	Respondent Qualification General Questionnaire (RFP Attachment A)	
[Insert Tab]	Litigation Disclosure (RFP Attachment B)	
[Insert Tab]	Pricing Schedule (RFP Attachment D)	
[Insert Tab]	Experience, Background, Qualifications	
[Insert Tab]	Proposed Plan for Service Delivery	
[Insert Tab]	Annual Financial Statement	
[Insert Tab]	Proof of Insurability (Letter and Copy of Current Certificate of Insurance	
[Insert Tab]	*Signature Page (& Resolution, if applicable) (RFP Attachment G)	
[Insert Tab]	Proposal Checklist (RFP Attachment H)	
	One (1) Original and seven(7) Copies of Proposal	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**

Addendum to Request for proposal (RFP) for Municipal Solid Waste Disposal Services for Gautier, Mississippi 2012

Section VI. Page 14 shall read - A Pre-Submittal Conference will be held at 3330 Hwy 90 on **August 7th 2012,** at 10:00 AM.

Section C. Option B: Page 5 **– remove item 5.** For container damaged by the Contractor, agreed offsets may be deducted from the monthly invoice.

Exhibit B on pg. 28 shall read **Once a Week** instead of Twice a Week.

Section IV. Page 12 Termination of Contract shall read - Section B shall read the Contactor must notify the City not less than thirty (30) days prior to termination.

Section VI. Page 13 Term of Contract shall read – The term of this contract shall be for a (4) year period beginning on September 1, 2012, and ending September 1, 2016. All optional terms, if any shall commence on September 1st 2012 and end September 1, 2016.

The City shall have the option to renew this Contract for additional (2) two one year term.

Andy,

Should I take out on page 6 paragraph 7 on Automated Collection Education Campaign, if so I should put something in the contract about automated/semi-automated so that all trash will be picked up curbside except white goods?

ADDENDUM NO. 2

FOR

MUNICIPAL SOLID WASTE DISPOSAL SERICES GAUTIER, MISSISSIPPI

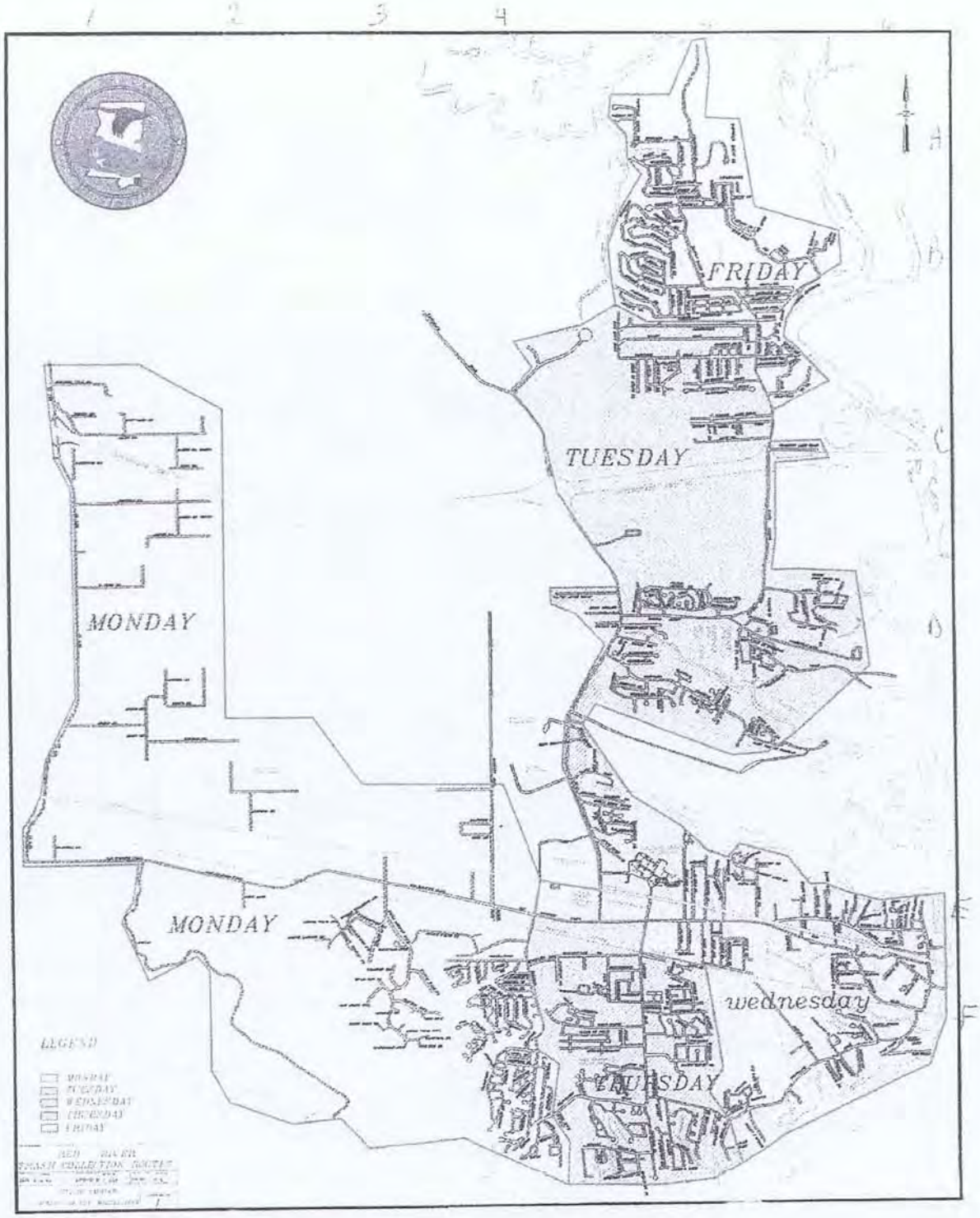
This addendum is hereby made a part of the Contract documents to the same extent as though it were originally included therein. Receipt of this Addendum must be acknowledged in the Bid.

Listed below are the revisions and clarifications which are referenced to the designated locations in the Advertisement, specifications

Exhibit "A" Map should be the following Attachment for current garbage pickups.

GENERAL INFORMATION:

The City of Gautier reserves the right to accept alternate products, materials and systems not specifically stated herein.


FRIDAY
TUESDAY
MONDAY
MONDAY
wednesday
LEGEND

ADDENDUM NO. 3

FOR

MUNICIPAL SOLID WASTE DISPOSAL SERICES GAUTIER, MISSISSIPPI

This addendum is hereby made a part of the Contract documents to the same extent as though it were originally included therein. Receipt of this Addendum must be acknowledged in the Bid.

Listed below are the revisions and clarifications which are referenced to the designated locations in the Advertisement, specifications

Page 21 XVI Final questions accepted shall be Friday August 10th 2012 at noon.

Page 23 XVIII Glossary item C shall state that Contractor will not be responsible for collection of tires and Contractor will not be responsible for recovery of Freon from refrigeration appliances.

GENERAL INFORMATION:

The City of Gautier reserves the right to accept alternate products, materials and systems not specifically stated herein.

Addendum to Request for proposal (RFP) for Municipal Solid Waste Disposal Services for Gautier, Mississippi 2012

1. Section VI. Page 14 shall read - A Pre-Submittal Conference will be held at 3330 Hwy 90 on **August 7th 2012,** at 10:00 AM.
2. Section C. Option B: Page 5 **– remove item 5.** For container damaged by the Contractor, agreed offsets may be deducted from the monthly invoice.
3. Exhibit B on pg. 28 shall read **Once a Week** instead of Twice a Week.
4. Section IV. Page 12 Termination of Contract - Section B shall read the Contactor must notify the City not less than thirty **(30)** thirty days prior to termination.
5. Section VI. Page 13 Term of Contract shall read – The term of this contract shall be for a **(4) year** period beginning on September 1, 2012, and ending September 1, 2016. All optional terms, if any shall commence on September 1st 2012 and end September 1, 2016.
6. The City shall have the option to renew this Contract for additional **(2)** two one year term.
7. Page 4. Manual/automated Methodology shall state that the City will be asking for proposals on Automated/Semi-automated Service. Remove Manual from proposal.
8. Page 5. Remove section B. remove Option A: Manual Garbage Collection Disposal Services
9. Page 11 IV Interruption of Service: Offset for City's Response Costs shall read – forty eight hours shall be changed to Five Business Days. And (72) seventy two hours shall be changed to (30) days .
10. Page 15 remove Operational Plan
11. Page 23 Section A. shall be changed to automated Semi automated Garbage Collection: Add that all trash other than can shall be picked up by the Contractor.
12.

ADDENDUM NO. 4

FOR

MUNICIPAL SOLID WASTE DISPOSAL SERICES GAUTIER, MISSISSIPPI

This addendum is hereby made a part of the Contract documents to the same extent as though it were originally included therein. Receipt of this Addendum must be acknowledged in the Bid.

Listed below are the revisions and clarifications which are referenced to the designated locations in the Advertisement, specifications

Section II. Scope of Services, H shall read as follows: Storm damage or natural disaster clean-up and disposal: The CONTRACTOR is expected to resume service as soon as the streets are clear after a storm. The CONTRACTOR shall document any increase in volume of household garbage for compensation by the CITY and provide copies of the documentation for the CITY to submit for FEMA reimbursement.

GENERAL INFORMATION:

The City of Gautier reserves the right to accept alternate products, materials and systems not specifically stated herein.

August 1, 2012

Questions – City of Gautier, MS Request for Proposals

Submitted by Advanced Disposal Services Gulf Coast LLC

What is the correct Pre-Submittal Conference date and time? See Addendum

What is the correct proposals due date and time? See Addendum

Is this a firm price contract or will CPI be allowed? See Addendum

Is Exhibit A "map" – the most current and correct map? See Addendum

Are you seeking Automated or Semi-Automated Service? See Addendum

Is the Service for garbage manual and automated once or twice per week? See Addendum

In the fully automated system – the carts belong to the contractor, and the contractor is responsible for replacing or fixing all lost and damaged carts – then why would you deduct for the monthly invoice for carts damaged by contractor? Does this apply to B. manual collection containers provided by the customer? See Addendum

Are there any limits on the Manual Garbage Collection? For example, # of carts/bags size of brush/green wastes piles? NO

Would Direct mail be approved for providing communication to the customers for the "Brush and Bulky Item Collection" versus hand delivery by house? The city will be responsible for notifying customers on the utility bill. The cost not to exceed $500.00 will be credited from payments to contractor.

Please quantify the storm damage or natural disaster clean-up and disposal. How should this be "included in the price"? How does one quantify this? Example a Category 1 vs. a Category 5 Hurricane? Please see clarification in RFP

Must the Contractor have an office in the City of Gautier to be considered responsive? No. Based on Council's past actions, the Council will likely give preference to a local Contractor but it want be a requirement in the RFP.

What are the Haul Volumes for the last 3 years on the on-call 20 yards (as needed)? Average of 36 hauls per year since 2009

Would you consider a 3 year contract with 3 – (1) year renewals? The equipment for this contract is a sizeable investment for a one year contract. You are placing and undue hardship on all companies except the current contractor. Is this by design? It's a distinct unfair advantage to all other potential proposers, and does not allow for the best possible pricing to the City of Gautier! See Addendum

Restrictions of communications – Does this include elected officials? All Communications will be directed to the Public Works Director or City Manager.

Who will serve on the Selection committee? City Manager and Department Directors

Will the City consider offering an extension to the current contractor for 30 days in case a new service provider for the City of Gautier is selected? See Addendum

Is "Professional Tree Service Debris" the responsibility of the service provider? NO

Are Tires and Freon the responsibility of the service provider? Normally Freon must be removed by a certified HVAV Technician prior to placing items at the curb for collection. See Addendum

Page 42, states "Under Texas Law" should this not be "Under Mississippi Law"? Yes

What is your current service level? 1X a week or 2X a week? See Addendum

Does the current contractor provide a (95) gallon cart for garbage service? Yes

If a cart is provided what is the current monthly charge for it? Included in rate

What is your current rate per month per residential unit? $17.00

Does the current contractor bill separately for the Containers at the various City locations as referenced on page 10 of the RFP Document? If so please provide the pricing for the services as listed. NO

Please provide copies of all questions and answers to Advanced Disposal as submitted by ALL other potential proposers for this Request for Proposal. Email address is ggreene@advanceddisposal.com Fax # is 228-392-3508.

RFP ATTACHMENT D

PRICING SCHEDULE

State any and all fees you would charge to provide all services listed in this RFP if awarded a contract pursuant to this RFP.

1. **Monthly contract rate per residential unit to be charged Solid Waste Services for the City of Gautier and breakdown of rate: (All spaces must be completed with a price).**

Solid Waste Services for City of Gautier	**Price for Solid Waste Services per Month (Automated/Semi Collection)**
Automated/Semi Automated Garbage Collection	
Garbage Disposal	
Brush, bulky items and white goods collection, i.e., storm damage clean-ups and brush mixed with rubbish disposal.	
Community or City-wide clean-up events and disposal	
Total Monthly Residential Rate (Does not include Customer Billings which are performed and absorbed by the CITY, except for costs for out-of-cycle services which are billed directly by the CONTRACTOR.)	

2. **ENHANCED PROPOSAL OPTIONS SUBMITTED AT PROPONENT'S DISCRETION (Provide attachment if necessary.)**

SINGING RIVER SERVICES

3407 Shamrock Court
Gautier, MS 39553

Phone (228) 497-0690

Fax (228) 497-0794

Satellites:

57 Industrial Park Road
Lucedale, MS 39452
(601) 947-4274
Fax (601) 947-4275

Substance Abuse:

Stevens Center
4905 Telephone Road
Pascagoula, MS 39567
(228) 769-1280
Fax (228) 696-9119

McClamroch Center
2602 Criswell Street
Pascagoula, MS 39567
(228) 769-8054

Developmental Disabilities:

Singing River Industries
2900 N. Dolphin Dr.
Gautier, MS 39553
(228) 497-9468
Fax (228) 497-9471

Georco Industries
101-B Industrial Park Road
Lucedale, MS 39452
(601) 947-4855
Fax (601) 947-4225

Clubhouses:

Outreach Clubhouse
1916 Ladnier Rd.
Gautier, MS 39553
(228) 497-6940
Fax (228) 497-6856

Center for Encouragement
94 Cowart Street
Lucedale, MS 39452
(601) 947-7110
Fax (601) 947-8812

Group Homes:

D.D. Group Home
Eddie DiSanti
3850 Dolphin Drive
Gautier, MS 39553
(228) 522-0505
Fax (228) 522-0505

Children's Services
4507 McArthur Street
Pascagoula, MS 39567
(228) 696-0030
Fax (228) 712-2783

Emergency Services:

(228) 497-0690

April 10, 2013

City of Gautier
Attn: Veneice A. Barnett
3330 Highway 90
Gautier, MS 39553

Dear Ms. Barnett,

Please find enclosed a signed copy of the EAP Contract between Singing River Services and the City of Gautier for your records. If you should need anything further, please let me know.

Thanks,

Betty Houston

Betty Houston
Executive Secretary
Singing River Services, Region 14
3407 Shamrock Court
Gautier, MS 39553

PROPOSAL

FOR

LIFE CARE PLUS SERVICES

THIS AGREEMENT, made the 14TH day of APRIL, 2013 between Singing River Mental Health/Mental Retardation services, Region XIV, A.K.A. Singing River Services (the provider), and the CITY OF GAUTIER, (the Subscriber).

RECITALS

WHEREAS, SINGING RIVER SERVICES is a provider of mental health services for Region XIV whose general objective is to identify, assess, and treat mental health problems.

WHEREAS, the Provider has main facilities at 3407 Shamrock Court, Gautier, Mississippi 39553, as well as branch offices covering Jackson and George Counties.

WHEREAS, for the convenience and appearance of improved confidentiality for beneficiaries, the Provider will contract Assessment and Counseling Services during evening hours by appointment.

WHEREAS, the Provider recognizes the need to assist employers such as "the Subscriber" in managing and resolving employee problems such as poor job performance, absenteeism, employee/employer relations, health insurance abuse, and on-the-job accidents.

WHEREAS, the Provider has developed an employer/employee benefit program (the "Life Care Plus Program" or "EAP") designed to identify and provide counseling for employees and dependents who have personal problems that may contribute to unacceptable job performance.

WHEREAS, the Subscriber employs approximately 130 employees as of the date of this agreement and the Subscriber wants to utilize the Life Care Plus Program.

WHEREAS, the Subscriber's intention is to make available to its employees, their dependents and/or family members (collectively "Beneficiaries") who are participating in, or, who are eligible to participate in the Subscriber's self-funded Life Care Plus Program, a range of substance abuse/chemical dependency and mental health treatment services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. PROVIDER'S OBLIGATION:

The PROVIDER will use its best efforts to provide the following services ("EAP Services") from April 14, 2013 to April 14, 2014 (the "Contract Period") for beneficiaries.

A. General Program Development Services:

1. Emergency Crisis Services: The Provider agrees to provide an "emergency help line" telephone consultation service operated twenty-four (24) hours per day and seven (7) days per week. Normal EAP counseling hours are 8:00 a.m. – 5:00 p.m., Monday through Friday.

2. Arranging for Services: The Provider agrees to provide EAP counselor for face-to-face confidential emergency consultation with the Beneficiary within twenty-four (24) hours over the weekdays or forty-eight (48) hours over the weekend, if requested by the Beneficiary; the Provider agrees that Beneficiaries can reach an EAP counselor by making a phone call to Singing River Services from 8:00 a.m. to 5:00 p.m. Monday through Friday for an appointment. Telephone referrals will be made in severe crisis to the emergency room and support groups, etc., so that the recovery process can commence.

3. Extent of Services and Exclusions: Each beneficiary may have access to all mental health services available through the contractor at no out-of-pocket expense and at no charge to the Subscriber's insurance program subject to the following limitations:

a. Services normally provided by the Provider are covered. Service needs that are not normally provided at any of the Singing River Services facilities are not covered (i.e., hospitalization).

b. A legal DUI assessment fee of $100.00 will be charged to the Beneficiary arrested for DUI offense and who seeks counseling by referral to Singing River Services.

c. Receipt of funds pursuant to this agreement does not preclude the provider from charging other third parties covering beneficiaries for services. This includes Medicaid and insurance covering primarily other family members and special grant funds. In such

event, funds received pursuant to this agreement will be used to pay co-payments, if any.

d. Room and board will be provided at The Stevens Center only. A Deductible of $250.00 will be charged to the beneficiary participating in the Stevens Center Residential treatment. The balance is covered by this contract.

e. A deductible of $100.00 will be charged to the beneficiary participating in the Phoenix Intensive Outpatient Alcohol and Drug Program. The balance will be covered by the contract.

f. Clinical visits are not to exceed six (6) visits per client.

4. Liaison Services: Provider agrees to provide an EAP coordinator to serve as a Liaison between the Subscriber and the Provider, to plan and help implement wellness and prevention programming, to encourage employee participation of the EAP, and to gain the recognition of problems which may later impede their work performance.

B. Problem Assessment, Case Management, and Referral Services:

1. The EAP coordinator (or a member of Provider's Staff) agrees to refer Subscriber's employees and/or their dependents to an appropriate competent professional treatment program with Singing River Services at no cost or, if necessary, to an outside resource at the expense of the beneficiary for services not covered by this agreement. Such referrals and general assessments shall include the beneficiaries' problem list, social summary, assessment of mental status, tentative diagnosis, and recommended treatment.

2. The Provider agrees to supply the Subscriber's supervisors with a Supervisory guide for making referrals to the EAP. The EAP counselor will assist the employee in formulating an assistance plan, will identify appropriate therapeutic resources, and will document employee progress therein.

3. The Provider agrees to arrange, as appropriate and as needed, ongoing consultation with Subscriber regarding special handling or re-integration of employees after treatment.

4. The Provider will suggest that any employee seeking counseling regarding

job or employer dissatisfaction to contact the Subscriber personnel manager or designee. However, the EAP counselor will counsel with any employee regarding the employee's attitudes or feelings as relates to job satisfaction.

5. The Provider, at its discretion, may discontinue treatment services for beneficiaries who seek such referrals on a continuous basis for the same problems without utilizing recommended solutions or who violate program rules.

C. Reporting Services:

1. The Provider agrees to furnish to any Subscriber's supervisor, who so requests, a periodic participation report for beneficiaries who have sought EAP counseling or treatment upon referral from said supervisor; said beneficiary must give written consent for such reporting to be shared with the supervisor.

2. Quarterly reports regarding employee usage will be submitted to

VENETICE A. BARNETT, HR GENERALIST.

II. SUBSCRIBER'S OBLIGATIONS:

The Subscriber will cooperate fully with the Provider so as to allow the Provider to Discharge its obligations and provide the services described herein. Additionally, the Subscriber agrees:

A. Commitments:

1. To issue a policy directive announcing the availability of EAP services to its employees and shall allow on-the-job time for training sessions for supervisors as well as orientation programs for non-supervisory employees which sessions will be made available by the Provider. The Subscriber will assist in disseminating promotional and educational materials designed to encourage utilization.

2. To pay the Provider $3500.00 per year, in consideration of the Life Care Plus services performed by the Provider for the duration of the contract period. The agreement shall be extended automatically under the same terms unless either party shall notify the other party in writing at least thirty (30) days prior to the end of the initial term or any renewal terms that alterations or termination is desired. Fee rates remain the same until the anniversary date and may be renegotiated before continuance of EAP and counseling services and initiation of a new contact.

3. To submit to the Provider on fifth (5th) day of the first month an initial list of employees qualifying for EAP services and updating said list monthly. Payment will be made at the execution of the contract.

B. Miscellaneous:

1. Licensure: The Provider represents and warrants that it is duly licensed and certified to provide covered services in Mississippi, where covered services to beneficiaries are rendered and shall maintain such standing while an agreement is in effect.

2. Professional Liability Insurance Coverage: The Provider, at its sole cost and expense, shall provide and maintain such policies of general liability and professional liability insurance, other insurance as shall be necessary to insure the Provider and its personnel and agents against any claims for damages arising by reason of personal injuries or death occasions, directly or indirectly in connection with the performance of any service provided hereunder.

3. Confidentiality of Records: Both the Subscriber and Provider agree that mental health and substance abuse records of beneficiaries shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records. Provider reserves the right to use the information without disclosing the identity of the beneficiaries for reporting purposes.

4. Termination for Cause: The Agreement may be terminated for cause under the following conditions:

   a. Upon default by the Subscriber in payment of compensation in accordance with the Agreement. The Provider may terminate the Agreement thirty (30) days after the Provider has given written notice to the Subscriber of such default.

   b. Upon material breach of the Agreement by either party, the non-breaching party may terminate the Agreement after thirty (30) days written notice to the breaching party, specifying the facts and circumstances of the breach.

   c. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney fees, expenses and court costs (including, without limitation, all such fees, cost, and expenses incident to appeals), incurred in that action or

proceeding, in addition to any other relief to which such party may be entitled.

5. Hold Harmless: The Provider shall hold harmless and indemnify the Subscriber from any claims, losses, damages, judgements, liabilities, costs expenses or obligations, including but not limited to attorney fees and expenses arising out of or resulting from the Provider's gross negligence or willful misconduct in its provisions of mental health and substance abuse services to beneficiaries.

6. The Subscriber shall hold harmless and indemnify the Provider from any claims losses, damages, judgements, liabilities, costs expenses or obligations, including but not limited to attorney fees and expenses arising out of or resulting from decisions or directives of the Subscriber's gross negligence or willful misconduct in administering its management and coordinating responsibilities of the program.

IN WITNESS WHEREOF, the parties have entered in to this agreement on the 10th day of April, 2013.

SINGING RIVER SERVICES BY: _____
Sherman F. Blackwell, II
Executive Director

Tax ID Number 640 650 708

CITY OF GAUTIER: BY: _____
City Manager's Signature

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell, Interim City Clerk

Date: December 11, 2012

Subject: Maintenance Agreement for Ricoh Copier MPC 6000

REQUEST:
City Council authorization is requested for the City of Gautier to accept the maintenance agreement between the City of Gautier and RJ Young Company for the maintenance and supplies of the Ricoh MPC 6000 in the amount of one thousand one hundred seventy eight dollars and forty cents ($1,178.40).

BACKGROUND:
The cost of the agreement is set per 5,000 copies made in black and white and also 5,000 copies made in color.

The maintenance agreement covers the following:
Master Unit
Color Supplies
Drum/Photo Conductor
Imaging Units
Parts/Labor
Toner/Dispersant
Developer

This copier will be replaced with a new copier in the City Clerk's Department. It will be utilized within the City of Gautier.

RECOMMENDATION:
Based on the attached information from R.J.Young, City staff recommends that City Council authorize purchase of the Maintenance Plan Agreement for the Ricoh MPC 6000 in the amount of one thousand one hundred seventy eight dollars and forty cents ($1,178.40).

FINANCIAL:
The cost of the maintenance agreement is funded with the savings in the budgeted Ricoh MP C6501 copier.

ATTACHMENTS(S):
RJ Young Maintenance Plan Agreement

RJ Young Company - Hattiesburg
130 JM Tatum Industrial Drive Hattiesburg, MS 39401

Order # EBT500

Supply Maintenance Plan Agreement

Customer Purchase Order

Sales Rep # 20SA45

Billing Location			*Install Location*		
Full Customer Name – Include Inc., Corp., LLC etc. City of Gautier			Customer Name City of Gautier		
			Department 	County 	
Street Address 3330 Hwy. 90			Street Address 3330 Hwy. 90		
City Gautier	State MS	Zip+4 39553	City Gautier	State MS	Zip+4 39553
Contact Name Cindy Steen	Phone # 228-497-3518	Fax # 228-497-1012	Key Operator Cindy Steen	Phone # 228-497-3518	Fax # 228-497-1012
Email csteen@gautier-ms.gov			Email csteen@gautier-ms.gov		

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh		MPC 6000			

Trade-In/Buyout (Items to be picked up)					Total This Page	
					Total From Add'l Equipment List	
					Sales Tax	
				Tax Exempt ☐ Yes ■ No Attach Exemption Certificate	Total	

1) The equipment specified above will be provided at the following rates:

Commencement Date	SMP/Maintenance	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency
	SMP	$1,178.40	Annual	Annual

Monthly Minimum Number of B&W Copies 5000	Overage Rate per B&W Copy 0.011040	Monthly Minimum Number of Color Copies 500	Overage Rate per Color Copy 0.086000	Agreement Includes ■ Yes ☐ No Master Unit ■ Yes ☐ No Color Supplies ■ Yes ☐ No Drum/Photo Conductor ■ Yes ☐ No Imaging Units ■ Yes ☐ No Parts/Labor ■ Yes ☐ No Toner/Dispersant ■ Yes ☐ No Developer ☐ Yes ■ No Other
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot	
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print	☐ New Account ☐ New Equipment ■ Upgrade ☐ Remanufactured Equipment ☐ Additional Unit ☐ MAM ■ Used
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2	☐ Yes ■ No MICR Toner

Remarks:

The above agreement includes 60,000 black and white impressions per year and 6,000 color impressions per year. B&W overage @$.01104. Color Overage @$.086.

Additional terms and conditions on page 2.

Signature: _____ Sales Rep: _____ Date: _____

Print Name: _____

Title: _____ Date: _____ Sales Manager: _____ Date: _____

2. The title to any and all products listed on the Sales Order remain with RJ Young Company (RJY) until full payment is received from you. Invoices are payable upon receipt unless prior written approval is received from the RJY corporate offices.

3. Without prior written approval of RJY you may not assign any of your rights or obligations under this Agreement or allow a lien or encumbrance of any kind to be placed upon any products for which you have not received title free and clear.

4. If payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or $15.00 whichever is greater (or such lesser rate as is maximum rate allowed under applicable law). You also agree to pay $35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.

5. If payment is not paid when due, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under the law: (a) cancel this agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts, plus all our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession for any Equipment for which you have not received title free and clear.

6. This Agreement, and other terms and conditions that you have acknowledged receipt of by signing this Sales Order, constitute the entire Agreement.

7. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

SMP AND/OR MAINTENANCE AGREEMENT

The following terms and conditions are in addition to the General Terms and Conditions above.

8. Service includes both labor and material for adjustments, repairs and replacement of parts as necessitated by normal equipment usage. Also included are regularly scheduled preventive maintenance and emergency service subject to provisions. The charge is based on the original geographic installation location of the machine and RJY must be notified whenever the geographical location of the equipment is changed. If the equipment has been moved to a new RJY service zone, a new agreement must be reached. For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at $.0025 per scan. This agreement does not cover overhauls on the machine.

9. Service calls will be made during normal business hours at the specified installation address. (Business hours are 8:00 a.m. to 5:00 p.m., Monday to Friday). Travel and labor time on calls made other than during normal business hours will be charged to Customer at established overtime rates.

10. Meter cards or fax forms will be provided to the Customer for monthly or quarterly billings. If forms are not received by the required date, an estimated meter will be used for billing purposes.

11. Customer agrees to make available a Key Operator for training purposes in the use of the equipment and agrees to notify RJY of any change in the Key Operator assignment.

12. Service will not be provided on equipment upon which there has been used unauthorized parts or supplies or that has been modified or used by unauthorized personnel to repair or change said equipment. Master or drums will not be replaced under this agreement when damage is caused by operator abuse or error. An initial master or drum charge may be required on older equipment.

13. This agreement shall be effective on the date of delivery of equipment if new equipment, otherwise on the commencement date listed on the contract and shall continue for a period of 12 months from the date and will automatically renew for consecutive 12 month periods unless written cancellation notice is given by either party 30 days prior to the end of the then current term. In the event of cancellation of this agreement for any reason, unused supplies shall be the property of RJY, although Customer may purchase the supplies at the then prevailing retail rates. Customer agrees to pay the periodic charges and upon failure to do so RJY may (1) terminate the agreement, (2) refuse to service the equipment or furnish supplies, (3) recover damages as a result thereof.

14. At the end of each contract anniversary date, the rate charge can increase without written notice to allow for cost increases.

15. This agreement is not refundable or transferrable to a third party. If the equipment is traded in on new equipment, any unused portion of the contract period charge shall be prorated and credited to the Customer.

16. This agreement may not be assigned by Customer without the written consent of RJY. This instrument contains the entire agreement between the parties and cannot be altered or amended except by an instrument in writing signed by the parties hereto. Any agreement containing variations from the printed terms set forth herein must be accepted and counter-signed by an officer of RJY at its offices in Nashville, Tennessee.

17. Sales or use tax shall be added where applicable.

CITY OF GAUTIER
MEMORANDUM

To:	Samantha Abell, City Manager
From:	Cindy Steen, Purchasing Agent
Through:	Cindy Russell, Interim City Clerk
Date:	December 11, 2012
Subject:	Maintenance Agreement for Ricoh Copier MPC 6000

REQUEST:
City Council authorization is requested for the City of Gautier to accept the maintenance agreement between the City of Gautier and RJ Young Company for the maintenance and supplies of the Ricoh MPC 6000 in the amount of one thousand one hundred seventy eight dollars and forty cents ($1,178.40).

BACKGROUND:
The cost of the agreement is set per 5,000 copies made in black and white and also 5,000 copies made in color.

The maintenance agreement covers the following:
Master Unit
Color Supplies
Drum/Photo Conductor
Imaging Units
Parts/Labor
Toner/Dispersant
Developer

This copier will be replaced with a new copier in the City Clerk's Department. It will be utilized within the City of Gautier.

RECOMMENDATION:
Based on the attached information from R.J.Young, City staff recommends that City Council authorize purchase of the Maintenance Plan Agreement for the Ricoh MPC 6000 in the amount of one thousand one hundred seventy eight dollars and forty cents ($1,178.40).

FINANCIAL:
The cost of the maintenance agreement is funded with the savings in the budgeted Ricoh MP C6501 copier.

ATTACHMENTS(S):
RJ Young Maintenance Plan Agreement

RJ Young Company - Hattiesburg
130 JM Tatum Industrial Drive Hattiesburg, MS 39401

Order # EBT500

Supply Maintenance Plan Agreement

Customer Purchase Order

Sales Rep # 20SA45

Billing Location			*Install Location*		
Full Customer Name – Include Inc., Corp., LLC etc. City of Gautier			Customer Name City of Gautier		
			Department	County	
Street Address 3330 Hwy. 90			Street Address 3330 Hwy. 90		
City Gautier	State MS	Zip+4 39553	City Gautier	State MS	Zip+4 39553
Contact Name Cindy Steen	Phone # 228-497-3518	Fax # 228-497-1012	Key Operator Cindy Steen	Phone # 228-497-3518	Fax # 228-497-1012
Email csteen@gautier-ms.gov			Email csteen@gautier-ms.gov		

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh		MPC 6000			

Trade-In/Buyout (Items to be picked up)					Total This Page	
					Total From Add'l Equipment List	
					Sales Tax	
				Tax Exempt ☐ Yes ■ No Attach Exemption Certificate	Total	

1) The equipment specified above will be provided at the following rates:

Commencement Date	SMP/Maintenance	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency
	SMP	$1,178.40	Annual	Annual

Monthly Minimum Number of B&W Copies 5000	Overage Rate per B&W Copy 0.011040	Monthly Minimum Number of Color Copies 500	Overage Rate per Color Copy 0.086000	Agreement Includes ■ Yes ☐ No Master Unit ■ Yes ☐ No Color Supplies ■ Yes ☐ No Drum/Photo Conductor ■ Yes ☐ No Imaging Units ■ Yes ☐ No Parts/Labor ■ Yes ☐ No Toner/Dispersant ■ Yes ☐ No Developer ☐ Yes ■ No Other
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot	
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print	☐ New Account ☐ New Equipment ■ Upgrade ☐ Remanufactured Equipment ☐ Additional Unit ☐ MAM ■ Used
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2	☐ Yes ■ No MICR Toner

Remarks:

The above agreement includes 60,000 black and white impressions per year and 6,000 color impressions per year. B&W overage @$.01104. Color Overage @$.086.

Additional terms and conditions on page 2.

Signature: _____

Print Name: _____

Title: _____ Date: _____

Sales Rep: _____ Date: _____

Sales Manager: _____ Date: _____

2. The title to any and all products listed on the Sales Order remain with RJ Young Company (RJY) until full payment is received from you. Invoices are payable upon receipt unless prior written approval is received from the RJY corporate offices.

3. Without prior written approval of RJY you may not assign any of your rights or obligations under this Agreement or allow a lien or encumbrance of any kind to be placed upon any products for which you have not received title free and clear.

4. If payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or $15.00 whichever is greater (or such lesser rate as is maximum rate allowed under applicable law). You also agree to pay $35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.

5. If payment is not paid when due, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under the law: (a) cancel this agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts, plus all our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession for any Equipment for which you have not received title free and clear.

6. This Agreement, and other terms and conditions that you have acknowledged receipt of by signing this Sales Order, constitute the entire Agreement.

7. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

SMP AND/OR MAINTENANCE AGREEMENT

The following terms and conditions are in addition to the General Terms and Conditions above.

8. Service includes both labor and material for adjustments, repairs and replacement of parts as necessitated by normal equipment usage. Also included are regularly scheduled preventive maintenance and emergency service subject to provisions. The charge is based on the original geographic installation location of the machine and RJY must be notified whenever the geographical location of the equipment is changed. If the equipment has been moved to a new RJY service zone, a new agreement must be reached. For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at $.0025 per scan. This agreement does not cover overhauls on the machine.

9. Service calls will be made during normal business hours at the specified installation address. (Business hours are 8:00 a.m. to 5:00 p.m., Monday to Friday). Travel and labor time on calls made other than during normal business hours will be charged to Customer at established overtime rates.

10. Meter cards or fax forms will be provided to the Customer for monthly or quarterly billings. If forms are not received by the required date, an estimated meter will be used for billing purposes.

11. Customer agrees to make available a Key Operator for training purposes in the use of the equipment and agrees to notify RJY of any change in the Key Operator assignment.

12. Service will not be provided on equipment upon which there has been used unauthorized parts or supplies or that has been modified or used by unauthorized personnel to repair or change said equipment. Master or drums will not be replaced under this agreement when damage is caused by operator abuse or error. An initial master or drum charge may be required on older equipment.

13. This agreement shall be effective on the date of delivery of equipment if new equipment, otherwise on the commencement date listed on the contract and shall continue for a period of 12 months from the date and will automatically renew for consecutive 12 month periods unless written cancellation notice is given by either party 30 days prior to the end of the then current term. In the event of cancellation of this agreement for any reason, unused supplies shall be the property of RJY, although Customer may purchase the supplies at the then prevailing retail rates. Customer agrees to pay the periodic charges and upon failure to do so RJY may (1) terminate the agreement, (2) refuse to service the equipment or furnish supplies, (3) recover damages as a result thereof.

14. At the end of each contract anniversary date, the rate charge can increase without written notice to allow for cost increases.

15. This agreement is not refundable or transferrable to a third party. If the equipment is traded in on new equipment, any unused portion of the contract period charge shall be prorated and credited to the Customer.

16. This agreement may not be assigned by Customer without the written consent of RJY. This instrument contains the entire agreement between the parties and cannot be altered or amended except by an instrument in writing signed by the parties hereto. Any agreement containing variations from the printed terms set forth herein must be accepted and counter-signed by an officer of RJY at its offices in Nashville, Tennessee.

17. Sales or use tax shall be added where applicable.

CITY OF GAUTIER
MEMORANDUM

To:	Samantha Abell, City Manager
From:	Cindy Steen, Purchasing Agent
Through:	Cindy Russell Interim City Clerk
Date:	November 27th, 2012
Subject:	Approval of Payment for Services provided and also Request for Contract Renewal

REQUEST:
Gulf Coast Communications has submitted a contract for payment of services provided. The owner, Mr. Michael Shouse, requests payment in the amount of $436.50. He also request contract renewal.

BACKGROUND
The City of Gautier has no receipts of record for past services rendered. The City has received an annual invoice from Mr. Shouse since 2002. The City Manager has requested a contract (attached). The City Attorney has made the legal determination that in order to pay for services rendered, the contract may be approved by Council nun pro tunc ("after the fact").

The contract for renewal is to monitor Bacot Park and Gautier City Park alarm systems. The monthly monitoring fee is $15.00 plus any auto logs and responses. Monitoring service consists of the receipts, analysis and responses to signals from the system. Auto logs are false alarms or test signals. These reports will be provided to the City. Upon receipt of an alarm Gulf Coast Communications will notify the Police Department or Fire Department as needed.

DISCUSSION
The City Council should determine whether to pay invoices for services rendered without a contract, given ten years of payment. Second, Council should determine whether to extend the contract.

RECOMMENDATION
The City Council may:

1. Approve payment for services provided nun pro tunc
2. Deny payment due to no contract being approved

1. Extend contract
2. Do not extend contract

ATTACHMENT(S):
Yes

GULF COAST COMMUNICATIONS
& SECURITY SYSTEMS
P.O. Box 5873
Vancleave, Mississippi 39565
228-217-1934
michaelshouse@hughes.net

ALARM MONITORING AGREEMENT

THIS AGREEMENT is entered into this 9th day of August 20 12, by and between:

CUSTOMER: CITY OF GAUTIER

SERVICE ADDRESS: CITY PARK - 902 DeLa Pointe DR.

CITY: GAUTIER STATE: MS. ZIP: 39553

TELEPHONE NUMBER: (Home) 228-497-8000 (Work) 228-497-3518

BILLING ADDRESS: P.O. BOX 670

CITY: GAUTIER STATE: MS ZIP: 39553

TELEPHONE NUMBER: (Home) _____ (Work) _____

SERVICE STARTING DATE: JANUARY 22, 2008

DESCRIPTION OF SECURITY SYSTEM: HONEYWELL FBI XL2T & ASSC. EQUIP.

THE MONTHLY MONITORING FEE IS $ 15.00 + TAX ☐ TO BE BILLED ☐ Monthly ☐ Quarterly ☑ Annually

THE AGREEMENT SET FORTH ON THE FOREGOING PAGE INCLUDES THE TERMS AND CONDITIONS BELOW. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

1. TERM. The term of this Agreement will be for an initial term of _____ months from the date the monitoring service begins and will be automatically renewed upon the expiration of the initial period and each renewal period for an additional _____ years unless either party notifies the other in writing of its intent to terminate this Agreement at least ninety (90) days prior to the end of the initial term or any renewal term, as the case may be.

2. MONITORING SERVICES. Monitoring of the System owned by Customer at the Premises may be provided by an independent monitoring facility (the "Monitoring Facility") selected by Company. Monitoring service consists of the receipt, analysis and response to signals from the System. All monitoring may be discontinued any time charges are unpaid for the System or Company personnel are harassed. Written notice by U.S. mail, postage prepaid, to the billing address will be deemed sufficient notice of discontinuation. Customer consents to the tape recording of all telecommunications between Customers Premises and the Company's offices and the Monitoring Facility. Upon receipt of an alarm signal from the Premises of Customer, Company will make every reasonable effort to promptly notify the police, fire department or paramedics unit having jurisdiction or other persons or entities designated by Customer in the Emergency Information Instructions provided to Company. COMPANY MAY, IN ITS SOLE DISCRETION, ELECT NOT TO NOTIFY THE POLICE OR FIRE DEPARTMENT OR OTHERS IF COMPANY HAS REASONABLE CAUSE TO BELIEVE THAT AN EMERGENCY CONDITION DOES NOT EXIST.

3. INCREASES IN MONITORING RATE. Company reserves the right to increase the Monitoring Rate for any renewal period by giving thirty (30) days written notice to Customer. Company will have the right, at any time, to increase the Monitoring Rate to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to Company by any governmental authority or the Monitoring Facility relating to the monitoring services, and Customer agrees to pay the same.

4. TELEPHONE LINES. Customer will pay all charges made by any telephone company or other utility for installation, leasing and service charges of telephone lines and jacks connecting Customers System to Company's Monitoring Facility. Customer acknowledges that the signals from Customers System are transmitted over Customers regular telephone service to Company's Monitoring Facility, and, in the event Customers telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from Customers alarm System will not be received by Companies Monitoring Facility during any such interruption in telephone service and the interruption will not be known to Company. Customer further acknowledges and agrees that signals are transmitted over the telephone company lines which are wholly beyond the control and jurisdiction of the Company and are maintained and serviced by the applicable telephone company or utility.

5. INTERRUPTION OF SERVICE. Company assumes no liability for interruption of Monitoring Service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any other act, omission or abuse beyond the control of company.

6. ALARM PERMITS. Customer will apply, retain and pay for all licenses, permits, or other charges imposed by any governmental agency necessary for the Installation and use of the System. Customer is responsible for investigating specific permits required by its local municipality, law enforcement agency or other appropriate jurisdictional body.

7. FALSE ALARMS. In the event of multiple false alarms caused by Customers carelessness, malicious action or accidental use of the alarm System, Company may, in its sole discretion, upon ten (10) days written notice to Customer, terminate this Agreement and the Monitoring Services. Company's excuse from performance will not affect its right to recover damages from Customer. In the event a fine, penalty or fee is assessed against Company by any governmental or municipal agency as a result of any alarm originating from Customers premises, Customer agrees to reimburse Company for any such amounts.

YOU agree to the Agreements and Understandings printed on the FRONT and acknowledge that YOU have read and understand them. See ATTACHED ADDENDUM

CUSTOMER:

_____
(Print Name)

_____
(Signature)

_____
(Date)

COMPANY:

GULF COAST Comm. & SEC. SYS.
(Print Name)

Michael Shouse
(Signature)

8/9/12
(Date)

ADDENDUM ONE

There shall be a charge assessed for auto logs and responses. Autologs are false alarms or test signals. Responses are when the police are dispatched upon an alarm. As the number of each cannot be predetermined, the prior twelve months shall be counted and billed for those signals on the next annual invoice.

Autolog rate: $0.50 each
Response rate $1.00 each

Customer City of Gautier Date 8/9/12

Gulf Coast Communications & Security Systems, Inc.

Company Michael Thouse Date 8/9/12

Gulf Coast Communications
PO Box 5873
Vancleave, MS 39565
228-217-1934

Date 1/2/2012
Invoice # 777

Bill To
City of Gautier
PO Box 670
Gautier, MS 39553-0670
Attn: Accounts Payable

Ship To

P.O. # City Park
Terms Net 30

Ship Date 1/2/2012
Due Date 2/1/2012
Other

Item	Description	Qty	Price	Amount
Monthly Monit...	Cen-Signal Monthly Monitoring December 14, 2011 thru December 14, 2012	12	15.00	180.00T
Autologs	Autologs	55	0.50	27.50T
Responses	Responses	18	1.00	18.00T

Thank you for your business!

Please include your invoice number on your check.

Subtotal	$225.50
Sales Tax (0.0%)	$0.00
Total	$225.50
Payments/Credits	$0.00
Balance Due	$225.50

Gulf Coast Communications
michaelshouse@hughes.net 228-217-1934

GULF COAST COMMUNICATIONS & SECURITY SYSTEMS

P.O. Box 5873
Vancleave, Mississippi 39565
228-217-1934
michaelshouse@hughes.net

ALARM MONITORING AGREEMENT

THIS AGREEMENT is entered into this 9th day of August 20 12, by and between:

CUSTOMER: CITY OF GAUTIER
SERVICE ADDRESS: BACOT PARK- 2300 LADNIER Rd.
CITY: GAUTIER STATE: MS ZIP: 39553
TELEPHONE NUMBER: (Home) 228-497-8000 (Work) 228-497-3518
BILLING ADDRESS: P.O. BOX 670
CITY: GAUTIER STATE: MS ZIP: 39553
TELEPHONE NUMBER: (Home) _____ (Work) _____
SERVICE STARTING DATE: OCTOBER 10, 1999
DESCRIPTION OF SECURITY SYSTEM: HONEYWELL FBI XL2T & ASSC. EQUIP.
THE MONTHLY MONITORING FEE IS $ 15.00 + TAX ☐ TO BE BILLED ☐ Monthly ☐ Quarterly ☑ Annually

THE AGREEMENT SET FORTH ON THE FOREGOING PAGE INCLUDES THE TERMS AND CONDITIONS BELOW. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

1. TERM. The term of this Agreement will be for an initial term of _____ months from the date the monitoring service begins and will be automatically renewed upon the expiration of the initial period and each renewal period for an additional _____ years unless either party notifies the other in writing of its intent to terminate this Agreement at least ninety (90) days prior to the end of the initial term or any renewal term, as the case may be.

2. MONITORING SERVICES. Monitoring of the System owned by Customer at the Premises may be provided by an independent monitoring facility (the "Monitoring Facility") selected by Company. Monitoring service consists of the receipt, analysis and response to signals from the System. All monitoring may be discontinued any time charges are unpaid for the System or Company personnel are harassed. Written notice by U.S. mail, postage prepaid, to the billing address will be deemed sufficient notice of discontinuation. Customer consents to the tape recording of all telecommunications between Customers Premises and the Company's offices and the Monitoring Facility. Upon receipt of an alarm signal from the Premises of Customer, Company will make every reasonable effort to promptly notify the police, fire department or paramedics unit having jurisdiction or other persons or entities designated by Customer in the Emergency Information Instructions provided to Company. COMPANY MAY, IN ITS SOLE DISCRETION, ELECT NOT TO NOTIFY THE POLICE OR FIRE DEPARTMENT OR OTHERS IF COMPANY HAS REASONABLE CAUSE TO BELIEVE THAT AN EMERGENCY CONDITION DOES NOT EXIST.

3. INCREASES IN MONITORING RATE. Company reserves the right to increase the Monitoring Rate for any renewal period by giving thirty (30) days written notice to Customer. Company will have the right, at any time, to increase the Monitoring Rate to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to Company by any governmental authority or the Monitoring Facility relating to the monitoring services, and Customer agrees to pay the same.

4. TELEPHONE LINES. Customer will pay all charges made by any telephone company or other utility for installation, leasing and service charges of telephone lines and jacks connecting Customers System to Company's Monitoring Facility. Customer acknowledges that the signals from Customers System are transmitted over Customers regular telephone service to Company's Monitoring Facility, and, in the event Customers telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from Customers alarm System will not be received by Companies Monitoring Facility during any such interruption in telephone service and the interruption will not be known to Company. Customer further acknowledges and agrees that signals are transmitted over the telephone company lines which are wholly beyond the control and jurisdiction of the Company and are maintained and serviced by the applicable telephone company or utility.

5. INTERRUPTION OF SERVICE. Company assumes no liability for interruption of Monitoring Service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any other act, omission or abuse beyond the control of company.

6. ALARM PERMITS. Customer will apply, retain and pay for all licenses, permits, or other charges imposed by any governmental agency necessary for the Installation and use of the System. Customer is responsible for investigating specific permits required by its local municipality, law enforcement agency or other appropriate jurisdictional body.

7. FALSE ALARMS. In the event of multiple false alarms caused by Customers carelessness, malicious action or accidental use of the alarm System, Company may, in its sole discretion, upon ten (10) days written notice to Customer, terminate this Agreement and the Monitoring Services. Company's excuse from performance will not affect its right to recover damages from Customer. In the event a fine, penalty or fee is assessed against Company by any governmental or municipal agency as a result of any alarm originating from Customers premises, Customer agrees to reimburse Company for any such amounts.

YOU agree to the Agreements and Understandings printed on the FRONT and acknowledge that YOU have read and understand them. SEE ATTACHED ADDENDUM

CUSTOMER:	COMPANY:
_____ (Print Name)	GULF COAST Comm & SEC. SYS. (Print Name)
_____ (Signature)	Michael Shouse (Signature)
_____ (Date)	8/9/12 (Date)

ADDENDUM ONE

There shall be a charge assessed for auto logs and responses. Autologs are false alarms or test signals. Responses are when the police are dispatched upon an alarm. As the number of each cannot be predetermined, the prior twelve months shall be counted and billed for those signals on the next annual invoice.

Autolog rate: $0.50 each
Response rate $1.00 each

Customer City of Gautier Date 8/9/12

Gulf Coast Communications & Security Systems, Inc.

Company Michael Stowe Date 8/9/12

Gulf Coast Communications
PO Box 5873
Vancleave, MS 39565
228-217-1934

Date 1/2/2012
Invoice # 769

Bill To
City of Gautier
PO Box 670
Gautier, MS 39553-0670
Attn: Accounts Payable

Ship To

P.O. # Bacot Park
Terms Net 30

Ship Date 1/2/2012
Due Date 2/1/2012
Other

Item	Description	Qty	Price	Amount
Monthly Monit...	Cen-Signal Monthly Monitoring November 29, 2011 thru November 29, 2012	12	15.00	180.00T
Autologs	Autologs	38	0.50	19.00T
Responses	Responses	12	1.00	12.00T

Thank you for your business!

Please include your invoice number on your check.

Subtotal	$211.00
Sales Tax (0.0%)	$0.00
Total	$211.00
Payments/Credits	$0.00
Balance Due	$211.00

Gulf Coast Communications
michaelshouse@hughes.net
228-217-1934

STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of July 17th, 2012, between City of Gautier, (OWNER) and Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi 39532 (ENGINEER). OWNER intends to construct sewer services along Old Shell Landing Road, (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1- BASIC SERVICES OF ENGINEER

1.1 General.

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil engineering services.

1.2. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.2.1 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.2.2 Advise OWNER if additional data or services of the types described in paragraph 3.4. are necessary and assist OWNER in obtaining such data and services.

1.2.3 Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

1.2.4 Furnish the above Preliminary Design documents and present and review them in person with OWNER.

1.3. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.3.1 On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the construction specifications Institute).

1.3.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.3.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee), and assist in the preparation of other related documents.

1.3.5 Furnish the Drawings and Specifications and present and review them in person with OWNER.

1.4 Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.4.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.4.2 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.4.3 Advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.4.4 Advise OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.4.5 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.5. Construction Phase.

During the Construction Phase:

1.5.1 *General Administration of Construction Contract.* ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, (2002 edition) of the Engineers Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified.

1.5.2 *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor(s) while it is in progress (bi-weekly):

1.5.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.

1.5.2.2. The purpose of Engineer's visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by

Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.5.3 *Defective Work.* During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.5.4 *Interpretations and Clarifications.* ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.5.5 *Shop Drawings.* ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.5.6 *Substitutes.* ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

1.5.7 *Inspections and Tests.* ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

1.5.8 *Disputes between OWNER and Contractor.* Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.5.9 *Applications for Payment.* Based on on-site observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules:

1.5.9.1. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payment to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that

the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.5.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.5.10 *Contractor(s)' Completion Documents.* ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.

1.5.11 *Inspections.* ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.5.9.2.

1.5.12 *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)'

work: however, nothing contained in paragraphs 1.5.1 thru 1.5.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.14, inclusive. These services are not included as part of Basic Services; these will be paid for by OWNER, at standard hourly rates.

2.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER. (Value Engineer shall be considered Basic Service)

2.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil engineering); and providing data or services to the types described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8. If ENGINEER's compensation is on the basis of a lump sum or percentage of Construction Cost or cost-plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials or equipment for the Project. If ENGINEER's compensation is on the basis of percentage of Construction Cost and ENGINEER has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.

2.1.9. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called for in paragraph 6.2.2.5.

2.1.11. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.12. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

2.1.13. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraph 2.2.1. through 2.2.6. These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 4.

2.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with additional services rendered.

2.2.2. Services in making revisions to drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.2.5. Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

3.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4. Furnish to ENGINEER, as required for performance the following:

3.4.1. Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

3.4.4. property, boundary, easement, right-of-way, topographic and utility surveys;

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restriction; and

3.4.7. other special data or consultations not covered in Section 2; all of which ENGINEER may use and rely upon in performing services under this Agreement.

3.5. Provide field surveys to establish reference points for construction to enable Contractor(s) to proceed with the layout of work.

3.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

3.10. If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER (and

any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13. Attend the pre-bid conferences, bid opening, pre-construction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

3.14. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

3.15. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 2.1. of this Agreement or other services as required.

3.16. Bear all costs incident to compliance with the requirements of this Section 3.

PERCENTAGE METHOD OF PAYMENT

SECTION 4 - PAYMENTS TO ENGINEER

4.1. Methods of Payment for Services and Expenses of ENGINEER.

4.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as detailed in Exhibit A "Payment Schedule",

4.1.1.1. *One Prime Contract.* If only one prime contract is awarded for construction, materials and equipment for the Project, an amount equal to (See Exhibit "A") for all Basic Services .

4.1.2. *For additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

4.1.2.1. *General.* For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1. or 2.2. (except services as a

consultant or witness under paragraph 2.1.12), at standard hourly rates for services rendered by principals and employees assigned, as shown in Exhibit B.

4.1.2.2. *Serving as a Witness.* For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with paragraph 2.1.12. at the rate of $1,600 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in paragraph 4.1.2.1).

4.1.3. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.1.1. and 4.1.2. OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

4.2 Times of Payments.

4.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

4.3. Other Provisions Concerning Payments.

4.3.1. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefor, the amounts due ENGINEER will be increased at the rate of 1% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

4.3.2. In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of Exhibit C for services rendered during hat phase to date of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for all unpaid Additional Services, and unpaid Reimbursable Expenses, plus all termination, which, if termination is at Owner's convenience, shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to date of termination, as follows:

20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or

10% if termination occurs after commencement of the Final Design Phase.

4.3.3. Records of ENGINEER's Standard Hourly Rates pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

4.3.4. Standard Hourly Rates are subject to a rate increase of five (5) percent, calendar year.

4.4. Definitions.

4.4.1 The Standard Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) with overhead factors paid to all ENGINEER's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technicaland business personnel: plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers compensation, health and retirement benefits, sick leave, vacation and holiday and other group benefits. For the purposes of this Agreement, the principals of ENGINEER and their current Standard Hourly Rates are:

Mark M. Seymour, Jr. $175/hour

The Standard Hourly Rates of principals of ENGINEER will be adjusted equitably to reflect changes in personnel and in ENGINEER's overall compensation procedures and practices.

4.4.2 Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Project, such expenses for: transportation and subsistence incident thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

4.4.2.1. Reimbursables should not include (i) travel expenses from the Engineer's office to site, (ii) expenses of the Engineer's principal office and other offices other than the site office, (iii) costs due to the fault or negligence of or failure to comply with the requirements of the Agreement by the Engineer or (iv) federal, state or local income or franchise taxes.

SECTION 5 - GENERAL CONSIDERATION

5.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

5.2. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant of this Agreement are instruments of service in respect of the Project and ENGINEER shall retain ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by ENGINEER for the specified purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

5.3. Insurance.

5.3.1. ENGINEER shall procure and maintain insurance for protection from claims under workers compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

5.3.2. Also ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance shall provide coverage in the amount of $1,000,000 and shall name OWNER as an additional insured. ENGINEER shall deliver to OWNER a certificate evidencing the assurance of such a policy.

5.4. Controlling Law.

This Agreement is to be governed by the law of a principal place of business of ENGINEER.

5.5. Successors and Assigns.

5.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.5.2. that assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partner successors, executors, administrators and legal

representatives (and said assigns) of such other party, respect of all covenants, agreements and obligations of this Agreement.

5.5.2. Neither OWNER nor ENGINEER shall assign sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandate by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in and written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

5.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.6. Arbitration.

5.6.1. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated in paragraphs 5.6.3 and 5.6.4 below. This Agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph 5.6 will be specifically enforceable under the prevailing law of any court having jurisdiction.

5.6.2. Notice of demand for arbitration must be filed in writing with the other parities to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

5.6.2.1. The arbitration panel shall consist of three arbitrators; each party may appoint one arbitrator and a third arbitrator shall be appointed by agreement of the two party-appointed arbitrators. In the event that the party-appointed arbitrators cannot select the third arbitrator, then the American Arbitration Association (AAA) shall appoint a third arbitrator. Each arbitrator shall be experienced in the construction industry, and no arbitrator shall be affiliated with any of the parties to the dispute.

5.6.2.2. Consider specifying the location of the arbitration. The arbitration shall be held in Biloxi, Mississippi in accordance with the substantive law of the State of Mississippi (without reference to Mississippi's choice of law provisions).

5.6.3. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than $500,000 (exclusive of interest and costs) and the arbitrators will not have jurisdiction power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question that the amount in controversy of any such claim, counterclaim, dispute or matter is more than $200,000 (exclusive of interest and costs).

5.6.3.1. All costs of arbitration and the arbitrators compensation shall initially be shared equally by the parties. The arbitrators may, in their discretion, award such costs and compensation to the Prevailing Party, as hereinafter defined. For purposes of this section 5.6.3.1., the Prevailing Party shall be deemed the party whose claims, counterclaims, or defenses are considered by the arbitrators to have substantially greater merit.

5.6.4. This section should be revised to allow for all parties to be joined in the arbitration which may have any relevance to the dispute (i.e. Contractor). The Contractor's Contract should permit that Contractor will be bound to be added as a party to any arbitration proceeding under the Engineer's contract. The Engineer should agree in this contract to be bound to be added as a party to any arbitration proceeding under the construction contract.

5.6.4.1. On application of the parties, the arbitrators shall order discovery and time limits for responding to such discovery to permit each party to present its case to the arbitrators.

5.6.5. By written consent signed by all the parties, this Agreement and containing a specified reference herein the limitations and restrictions contained in paragraph 5.6.3 and 5.6.4 may be waived in whole or in part as any claim, counterclaim, dispute or other matter specifically described in such consent. No consent to arbitration in respect of a specifically described claim, counterclaim, dispute or other matter in question will constitute consent to arbitrate any other claim, counterclaim, dispute or other matter in question which is not specifically described in such consent or in which the sum or value in controversy exceeds $200,000 (exclusive of interest and costs) or which is with a party not specifically described therein.

5.6.6. The award rendered by the arbitrators will be final, judgement may be entered upon it in any court having jurisdiction thereof, and will not be subject to a modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11).

SECTION 6 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES.

6.1 This Agreement is subject to the following special provisions.

6.1.1 The Preliminary Design, Final Design and Construction Phases of this Contract between the City of Gautier and Seymour Engineering, are subject to the availability and amount of funding for this project.

6.2 The following Exhibits are attached to and made a part of this Agreement:

6.2.1 Exhibit A, Payment Schedule, consisting of 1 page.

6.2.2 Exhibit B, Seymour Engineering, Inc. Man-Hour Fee Schedule, consisting of 1 page.

6.3 This Agreement (consisting of pages 1 to 18, inclusive) together with the Exhibits and Schedules identified above constitute the entire agreement between OWNER and ENGINEER and superseded all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

Samantha D. Abell — 10/1/12
Date

OWNER:

City of Gautier

ADDRESS FOR GIVING NOTICES:

City of Gautier
3330 Hwy 90
Gautier, MS 39553

[signature] — 10-3-12
Date

ENGINEER:

Mark M. Seymour, Jr., P.E.
Seymour Engineering

ADDRESS FOR GIVING NOTICES:

925 Tommy Munro Drive
Suite G
Biloxi, Mississippi 39532

EXHIBIT "A"

PAYMENT SCHEDULE

Surveying	$ 5,000.00
Design Engineering	$30,000.00
Construction Observation	$10,000.00
Total	$45,000.00

EXHIBIT "B"

SEYMOUR ENGINEERING
STANDARD HOURLY RATES

PRINCIPAL ENGINEER (P.E.)	$175.00/HOUR
SENIOR STRUCTURAL/CIVIL ENGINEER (P.E.)	$150.00/HOUR
ENGINEER (P.E.)	$130.00/HOUR
ENGINEER (E.I.T.)	$100.00/HOUR
PROJECT MANAGER	$100.00/HOUR
ENVIRONMENTAL SCIENTIST	$ 95.00/HOUR
SENIOR ENGINEERING TECHNICIAN	$ 85.00/HOUR
TECHNICIAN / INSPECTOR	$ 75.00/HOUR
DESIGN/CADD TECHNICIAN	$ 75.00/HOUR
DRAFTSMAN (CADD)	$ 65.00/HOUR
ADMINISTRATIVE ASSISTANT/SPECIFICATIONS TECHNICIAN	$ 50.00/HOUR
CLERICAL	$ 40.00/HOUR
SURVEY TECHNICIAN (P.L.S.)	$ 85.00/HOUR
PARTY CHIEF	$ 70.00/HOUR
SURVEY ASSISTANT	$ 60.00/HOUR
SURVEY CREW (TWO-MAN)	$105.00/HOUR
SURVEY CREW (THREE-MAN)	$145.00/HOUR
SURVEY CREW (GLOBAL POSITIONING SYSTEM)	$145.00/HOUR
HYDROGRAPHIC SURVEY CREW	$150.00/HOUR

REIMBURSABLE: TRAVEL, LODGING, SHIPPING AND REPRODUCTION COSTS SHALL BE REIMBURSABLE EXPENSES BILLED TO THE PROJECT.

Mayor
Tommy Fortenberry

Council
At Large Mary F. Martin
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
Ward 3 Gordon T. Gollott
Ward 4 Scott D. Macfarland
Ward 5 Adam D. Colledge

City of Gautier
Gautier, Mississippi

Interim City Manager
Robert G. Ramsay

City Clerk
Wendy S. McClain

3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

ADVERTISEMENT FOR BIDS

Notice is hereby given that the City of Gautier, Mississippi will receive sealed bids at Gautier City Hall until 10:00 a.m. January 4th, 2012 for the following:

"CHLORINE" – 150# Cylinders with Lead Washers

Chlorine Cylinders will be delivered once a week to a designated area. Estimated delivery will be seven cylinders per delivery beginning February 1, 2012 through January 31, 2013. The Contract shall be for a one (1) year period with both parties having the right to exercise an option for an additional one (1) year term. The City will also reserve the right to terminate said contract with a twenty four hour notice if it is determined that the services are no longer needed or if in the determination of the City the company is not performing satisfactorily.

Bids shall be delivered to the Purchasing Agent's Office located at Gautier City Hall, 3330 Hwy 90, Gautier, MS 39553. Envelopes (s) shall be plainly marked "Bid-Chlorine" and shall be addressed to the Purchasing Agent, 3330 Hwy 90, Gautier, MS 39553.

Bids shall be firm from February 1, 2012 through January 31, 2013. Bids shall be FOB Gautier.

All bid envelopes should contain the Bidder's name and mailing address on the face of the envelope.

The City reserves the right to reject any and all bids and to waive any informality in the proposal accepted.

Cindy Steen
Purchasing Agent
City of Gautier, MS

Publish in the Legal Section on: December 11th and December 18th, 2011

Cindy Steen

From: Skipper, John <jskipper@dxgroup.com>
Sent: Monday, December 10, 2012 3:17 PM
To: 'csteen@gautier-ms.gov'
Cc: Moore, Teresa
Subject: Chlorine price extension

December 10, 2012

Ms. Cindy Steen
City of Gautier
3330 Highway 90
Gautier, Mississippi 39553

Ms. Steen:

Thank you for the opportunity to offer the following price extension on Chlorine 150 lb. cylinders for your water department:

Chlorine - 150 lb. cylinders - $80.00 per cylinder or $.5333 per lb.

This price will be effective at the end of our current agreement and will be firm through December 31, 2013.

As per normal, please allow 4 to 5 working days for shipment after receipt of order and each shipment will incur a 6.5% fuel surcharge.

Thank you again for this and future opportunities. We greatly value the kind patronage Gautier has shown to us in 2012 and we look forward to another successful year .

John Skipper
Regional Sales Manager
DPC Enterprises, L. P.
251-422-2737
jskipper@dxgroup.com

Delta Computer Systems, Inc.
Computer Software Support Agreement
ADDENDUM

For: CITY OF GAUTIER- MSC301

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/1/2013. These charges will be billed on 9/15/2013 due for payment 10/1/2013.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
169	Accounting Software Maintenance	09/2012	230.00	230.00	
170	Voter Registration Software Maintenance	01/1991	20.00	20.00	
2495	Software Maintenance - Privilege License System	09/2012	80.00	80.00	
3236	Utility Billing System	10/2011	200.00	240.00*	
3237	Utilities Work Order System	10/2007	50.00	50.00	
IVMCBP03(3)		TOTAL:	580.00	620.00	MONTHLY

Agreed this 19 day of June, 2013.

CITY OF GAUTIER
County/Office Name

Accepted: Delta Computer Systems, Inc.

Samantha D. Abell Samantha D. Abell
Client Signature Printed Name

City of Gautier
City Hall
JUN 11 2013
Received by

TO: CITY OF GAUTIER
ACCOUNTS PAYABLE DEPT.
P.O.BOX 670
GAUTIER MS 39553

City of Gautier
City Hall
JUL 08 2013
Received by

Delta Computer Systems, Inc.
Computer Software Support Agreement

Purpose
The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations
Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations
Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms
This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 60 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this 19 day of June, 2013

CITY OF GAUTIER
Client Name

Samantha D. Abell
Client Signature

Samantha D. Abell
Printed Name

Accepted: Delta Computer Systems, Inc.
1085 Tommy Munro Drive
Biloxi, MS 39532

FIRST INSURANCE® FUNDING

A WINTRUST COMPANY

COMMERCIAL PREMIUM FINANCE AGREEMENT AND DISCLOSURE STATEMENT

Customer ID: n/a Quote Number: 000002185184

INSURED/BORROWER (Name and address as shown on Policy)
City of Gautier

3330 Highway 90

Gautier MS 39553

Telephone Number: (228) 497-8020

Direct Correspondence to: Veneice Barnett

AGENT or BROKER (Name and Business Address) 02035-0001
Fox-Everett, Inc.

12260 Intraplex Pkwy

Gulfport MS 39503

Telephone Number: (228) 897-6700

F/D: 000

A	Total Premium, Taxes and Fees	$ 152,469.00
B	Cash Down Payment Required	$ 14,044.38
C	Unpaid Balance	$ 138,424.62
D	Documentary Stamp Tax (only applicable in Florida)	$ 0.00
E	Amount Financed (The amount of credit provided on your behalf)	$ 138,424.62
F	**FINANCE CHARGE** (Dollar amount credit will cost you)	$ 2,019.18
G	Total of Payments (Amount you will have paid after making all scheduled payments)	$ 140,443.80
	ANNUAL PERCENTAGE RATE (Cost of your credit figured as a yearly rate)	3.170 %

PAYMENT SCHEDULE BELOW, or ☐ See Schedule Attached

Number of Payments	Payments are due Monthly	Amount of Each Payment
10	Beginning 10/30/2012	14,044.38

LENDER **FIRST INSURANCE FUNDING CORP.**
450 Skokie Blvd, Suite 1000
P.O. Box 3306
Northbrook, IL 60065-3306
Telephone: (800) 837-3707
Fax: (800) 837-3709

Prepayment The Insured may prepay the full amount due and receive a refund of the unearned interest as provided on page 2 of this agreement.

Security As security for the payments to be made, the Insured assigns FIRST INSURANCE FUNDING CORP. (herein referred to as "FIRST") a security interest in return premiums, dividend payments, and certain loss payments with reference to the policies listed below. Under certain conditions, FIRST HAS THE RIGHT TO CANCEL FINANCED POLICIES, as provided on page 2 of this agreement.

Late Payment A late charge will be imposed on any payment which is not received by FIRST within five (5) days of its due date (unless a longer grace period is specified under applicable law, in which case a late charge will be imposed on any payment not received by FIRST within such grace period) This late charge will be 5% of the overdue amount or the maximum late charge permitted by applicable law, whichever is less. The maximum late charge is $5.00 in DE, MT, and ND.

Contract Reference Reference should be made to the terms of this agreement as stated below and on page 2 for information about nonpayment, default, cancellation, the right to demand immediate payment in full, and prepayment.

CONT_TYPE:STD PRN:091912 CFG:Internal RT:02035 CRD:0 BP:Bill SUB:FINCODEFAULT

SCHEDULE OF POLICIES

Policy Number And Prefix	Full Name of Insurance Company and Name and Address of General Agent or Company Office to Which Funds are Paid	Type of Insurance	Policy Term in Months	Effective Date Mo. Day. Yr.	Premiums, Taxes, and Fees
Auto	02129-027 - National Fire Ins Hartford 002337 - JWF Specialty	AUTO [ME%: 0.000 CX: 10]	12	09-30-2012 FIN TXS/FEES ERN TXS/FEES	56,827.00 0.00 0.00
GL	02129-027 - National Fire Ins Hartford 002337 - JWF Specialty	GL [ME%: 0.000 CX: 10]	12	09-30-2012 FIN TXS/FEES ERN TXS/FEES	52,945.00 0.00 0.00
	(Policies continued on next page.)				
				TOTAL (Record in "A")	152,469.00

NOTICE: SEE PAGE 2 FOR IMPORTANT INFORMATION
The provisions on page 2 are incorporated by reference and constitute a part of this agreement

AGENT OR BROKER REPRESENTATIONS AND WARRANTIES
The undersigned agent or broker has read the Agent/Broker Representations and Warranties on Page 2, has completed page 2 of all copies where required, and makes all such Representations and Warranties recited herein. Further, the undersigned agent or broker agrees to: (i) pay all reasonable attorney fees, courts costs, and other collection costs incurred by FIRST in recovering amounts due from the agent or broker in connection with any breach of the Agent/Broker Representations and Warranties, and (ii) indemnify FIRST for any and all losses FIRST incurs as a result of any error committed by the Agent/Broker in completing or failing to complete any portion of this agreement.

Signature of Agent or Broker

Title Date

INSURED'S AGREEMENT:
In consideration of the payments (the "Amount Financed" above) to be made to the above captioned AGENT or BROKER by FIRST, the named Insured (herein referred to as "Insured"), promised to pay, to the order of FIRST, the Total of Payments subject to all of the provisions set forth on both pages of this agreement.

NOTICE TO THE INSURED:
(1) Do not sign this agreement before you read both pages of it, or if it contains blank spaces. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the service charge. (4) Keep your copy of this agreement to protect your legal rights.

Name of Insured (Print or Type)

By: Signature

Title Date

FIF ST 0112

SCHEDULE OF POLICIES

Policy Number And Prefix	Full Name of Insurance Company and Name and Address of General Agent or Company Office to Which Funds are Paid	Type of Insurance	Policy Term in Months	Effective Date Mo. Day. Yr.	Premiums, Taxes, and Fees
Public Officials	02129-027 - National Fire Ins Hartford 002337 - JWF Specialty	LIAB [ME%: 0.000 CX: 10]	12	09-30-2012 FIN TXS/FEES ERN TXS/FEES	15,160.00 0.00 0.00
Law Enforcement	02129-027 - National Fire Ins Hartford 002337 - JWF Specialty	LIAB [ME%: 0.000 CX: 10]	12	09-30-2012 FIN TXS/FEES ERN TXS/FEES	25,667.00 0.00 1,870.00

ADDITIONAL PROVISIONS OF PREMIUM FINANCE AGREEMENT:

WARRANTY OF ACCURACY. The Insured represents and warrants to FIRST that the insurance policies listed in the Schedule of Policies are in full force and effect and that the Insured has not assigned any interest in the policies except for the interest of mortgagees and loss payees. The Insured further represents and warrants to FIRST that: (i) none of the insurance policies listed in the Schedule of Policies are for personal, family or household purposes, and (ii) the Insured has no indebtedness to the insurers issuing the listed policies, and none of those insurers have asserted any claims for payment against the Insured.

REPRESENTATION OF SOLVENCY. The Insured represents that the Insured is not insolvent nor presently the subject of any insolvency proceeding.

COLLATERAL. To secure payment of all amounts due under this agreement, Insured grants FIRST a security interest in the policies, including all return premiums, dividend payments, and loss payments which reduce unearned premiums, subject to any mortgagee or loss payee interest.

RIGHT TO CANCEL. If Insured does not make a payment when it is due, or if Insured is otherwise in default under this agreement, FIRST may cancel the policies and act in Insured's place with regard to the policies, including endorsing any check or draft issued in the Insured's name for funds assigned to FIRST as security herein. This right given by Insured to FIRST constitutes a "Power of Attorney". Before FIRST cancels the policies, FIRST will provide notice to the Insured, as required by law. Insured agrees that this right to cancel which Insured has granted to FIRST cannot be revoked, and that FIRST's right to cancel will terminate only after all of Insured's indebtedness under this agreement is paid in full.

DEFAULT. Insured is in default under this agreement if, (a) a payment is not received by FIRST when it is due, (b) Insured or its insurance companies are insolvent or involved in a bankruptcy or similar proceeding as a debtor, (c) Insured fails to comply with any of the terms of this agreement, (d) insurance companies cancel coverages, (e) premiums increase under any policy listed in this agreement, and Insured fails to pay such increased premium within thirty (30) days of notification, or (f) Insured is in default under any other agreement with FIRST. Wherever the word "default" is used in this agreement, it means any one of the above. If the Insured is in default, FIRST has no further obligation under this agreement to pay premiums on the Insured's behalf, and FIRST may pursue any of the remedies provided in this agreement.

LATE CHARGES. A late charge will be imposed on any payment which is not received by FIRST within five (5) days of its due date (unless a longer grace period is specified under applicable law, in which case a late charge will be imposed on any payment not received by FIRST within such grace period). This late charge will be 5% of the overdue amount or the maximum late charge permitted by applicable law, whichever is less. The maximum late charge is $5.00 in DE, MT, and ND.

DISHONORED CHECK FEE. If an Insured's check is dishonored for any reason and if permitted by law, the Insured will pay FIRST a dishonored check fee equal to the maximum fee permitted by law.

PAYMENTS RECEIVED AFTER NOTICE OF CANCELLATION. Once a Notice of Cancellation has been sent to any insurance company, FIRST has no duty to rescind it or to ask that the policy be reinstated, even if FIRST later receives Insured's payment. Payments which FIRST receives after sending a Notice of Cancellation may be applied to Insured's account without changing any of FIRST's rights under this agreement.

FIRST'S RIGHTS AFTER THE POLICIES ARE CANCELLED. After any policy is cancelled (whether by Insured or FIRST or anyone else) FIRST has the right to receive all unearned premiums and other funds assigned to FIRST as security herein and to apply them to Insured's unpaid balance under this agreement or any other agreement between the Insured and FIRST. If the amount received is more than the amount owed by Insured, any excess amount will be refunded to Insured. If the amount received is less than the amount owed by Insured, Insured will pay FIRST the balance due. FIRST may act in Insured's place to do whatever is necessary to collect such refunds. The insurance companies may rely on whatever FIRST tells them regarding the policies; it does not have to get any proof from the Insured or anyone else.

INTEREST DUE AFTER CANCELLATION. To the extent permitted by applicable law, if cancellation occurs, the Insured agrees to pay FIRST interest on the balance due at the contract rate or at the maximum rate allowed by applicable law, whichever is less, until the balance is paid in full or until such other date as provided by applicable law.

RIGHT TO DEMAND IMMEDIATE PAYMENT IN FULL. At any time after default, FIRST can demand and has the right to receive immediate payment of the total unpaid amount due under this agreement even if FIRST has not received any refund of unearned premium.

CANCELLATION CHARGE. If a default by the Insured results in cancellation of any insurance policy listed in the Schedule of Policies, the Insured will pay FIRST a charge equal to the maximum charge permitted by law.

ASSIGNMENTS. Insured may not assign any policy without FIRST's written consent. However, FIRST's consent is not needed to add mortgagees or other persons as loss payees. FIRST may transfer its rights under this agreement to anyone without the consent of Insured.

COLLECTIONS AND ATTORNEY FEES. FIRST may enforce its rights to collect amounts due to it without using the security interest granted in this agreement. If FIRST uses an attorney who is not a salaried employee of FIRST or incurs other collection costs to collect any money owed under this agreement, Insured agrees to pay reasonable attorney fees, court costs, and other collection costs incurred by FIRST, not to exceed 20 percent of the amount due and payable under this agreement.

PREPAYMENT. At any time, Insured may pay the entire amount still unpaid. If Insured pays the full unpaid amount before it is due, Insured will receive a refund of unearned Finance Charge computed by the actuarial method or the Rule of 78's, as permitted by applicable law. This refund will be subject to the maximum non-refundable service fee permitted by applicable law. There is no refund made if the amount to be refunded is less than $1.00.

AUDIT AND REPORTING FORM POLICIES. With regard to any policy in the Schedule of Policies, which is an auditable or reporting form type, Insured agrees to promptly pay to the insurance company the difference between the actual earned premium generated for the policy, and the premiums financed under this agreement.

FINANCE CHARGE. The finance charge begins on the earliest effective date of the policies listed in the Schedule of Policies section. The finance charge includes interest and may include a non-refundable service fee equal to the maximum fee permitted by applicable law. The finance charge is computed using a 365 day year.

AGENT OR BROKER The agent or broker handling this agreement is not the agent or broker of FIRST, and cannot legally bind FIRST in any way. Where permissible by law, some portion of this finance charge may be paid by FIRST to the agent or broker executing this agreement as payment for the services in rendering the financing of the insurance premiums. Any and all questions about this payment should be directed to the agent or broker.

CORRECTIONS. FIRST may insert the names of the insurance companies and policy numbers, if these are not known at the time Insured signs this agreement. FIRST is authorized to correct patent errors or omissions in this agreement.

EFFECTIVE DATE. This agreement will not become effective until it is accepted in writing by FIRST.

GOVERNING LAW. This agreement is governed by and interpreted under the laws of the state where FIRST accepts this agreement. In AR, this agreement shall be governed by the laws of the state of IL. If any court finds any part of this agreement to be invalid, such finding shall not affect the remainder of this agreement. Singular words in this agreement shall mean plural and vice versa as may be required to give the agreement meaning. North Carolina Department of Insurance Permit #B-462.

SIGNATURE AND ACKNOWLEDGMENT. Insured has signed this agreement and received a copy of it. If Insured is a corporation, the person signing is an officer of that corporation authorized to sign this agreement. If the Insured is not a corporation, all Insureds listed in any policy have signed.

LIABILITY. Insured understands and agrees that FIRST has no liability to Insured or any person or entity upon the exercise of FIRST's right of cancellation, except in the event of willful or intentional misconduct by FIRST.

AGENT OR BROKER REPRESENTATIONS AND WARRANTIES

SIGNATURES GENUINE. To the best of our knowledge, the Insured's signature is genuine.

AUTHORIZATION/RECOGNITION. The Insured has authorized this transaction. Both the Insured and the Agent/Broker recognize the security interest granted herein, pursuant to which the Insured assigns to FIRST all unearned premium, dividends and certain loss payments. Upon cancellation of any of the policies listed in the Schedule of Policies, the Agent/Broker agrees to immediately pay FIRST all unearned commissions and all unearned premiums, dividends and loss payments received. If such funds are not remitted to FIRST within 10 days of receipt by the Agent/Broker, the Agent/Broker agrees to pay FIRST interest on such funds at the maximum rate allowed by applicable law.

POLICIES EFFECTIVE/PREMIUMS CORRECT. The policies listed in the Schedule of Policies are in full force and effect, and the premiums are correct as listed.

INSURED HAS THIS DOCUMENT. The Insured has been given a copy of this agreement.

NO INSOLVENCY. To the best of our knowledge, neither the Insured nor the insurance companies are insolvent or involved in a bankruptcy or similar proceeding as debtor, except as clearly indicated on page 1 of this agreement.

FOR THE SCHEDULED POLICIES, AGENT OR BROKER WARRANTS THAT:

(a) No policies are Auditable, Reporting Form policies or policies subject to Retrospective Rating, except policies listed at right or as indicated on the Schedule of Policies.

(b) No policies are subject to Minimum Earned Premium except policies listed at right or as indicated on the Schedule of Policies. The Minimum Earned Premium for listed policies is $ _____

(c) All policies provide that unearned premiums are computed by the standard short rate or pro rata table, except those policies listed at right or as indicated on the Schedule of Policies.

(d) No policies contain provisions which prohibit cancellation either by the Insured or by the insurance company within ten (10) days, except those policies listed at right or as indicated on the Schedule of Policies.

DEPOSIT/PROVISIONAL PREMIUMS. Any Audit or Reporting Form policies or policies subject to retrospective rating included in this agreement are noted below in section (a). The deposit or provisional premiums for these policies are not less than the anticipated premiums to be earned for the full term of the policies.

LOSS PAYEES NAMED. Any policies which provide that the premium may be earned earlier in the event of loss are noted below in section (b) and/or (c). The Agent/Broker has notified the relevant insurance companies and the Insured that FIRST is to be named as a loss payee on any such policies.

AUTHORIZED ISSUING AGENT. For the scheduled policies, the Agent/Broker is either the insurance company's authorized policy issuing agent or the broker placing the coverage directly with the insurance company, except where the name and address of Issuing Agent or General Agent is listed in the Schedule of Policies.

AMOUNTS DUE FROM INSURED. The cash down payment and any installments due from the Insured have been collected from the Insured.

	Policy Number Of Exceptions	Comments
(a)		
(b)		
(c)		
(d)		

FIF ST 0112

Carrier ID:	2872
Account ID:	2872045
Group ID(s):	85A, 85B, 85Z
Plan Codes:	
FAF ID:	

Client Requirements Document

Client Approval Sign-Off

This Client Requirements Document (CRD) is part of the Plan Design Document referred to in Client's Prescription Benefit Services Agreement with [Caremark, L.L.C./CaremarkPCS Health, L.L.C.] and accurately reflects the Client's plan design requirements for the prescription drug benefit program to be administered by CVS Caremark under that Agreement.

I have reviewed the attached documentation and conclude all information to be correct. (Signature below is required):

Authorized Client Signature	Samantha D. Hall
Title City Manager	
Date - - Month Day Year	

Fax to:

CVS Caremark Representative Cherise Hobbs
Title Account Manager
Fax Number 412 - 968 - 2686

TPA Information

TPA Name	Fox/Everett, Inc.		
TPA Contact	Nita Miller		
Address	300 Concourse Blvd, Sutie 300		
City State / Zip	Ridgeland, MS 39157		
Phone #	601-607-5464	Cell #	601-750-6054
E-mail Address	nita.miller@foxeverett.com	Fax #	601-607-5664

Client Information

Benefits Effective Date: 10/1/12				
Client Name	City of Gautier			
Address	P.O. Box 670			
City State / Zip	Gautier, MS 39552			
Contact Name	Veneice Barnett	Phone #	228-497-2767	
Number of Lives:	Actives: 143	Retirees: 0	COBRA: 3	
Delivery Systems:	☒ Mail	☒ Paper	☒ Retail	
Pharmacy Network:	☒ National	☐ Exclusive	☐ Preferred	☐ Other
Maintenance Choice:	☐ Yes	☒ No		
Prescriber Network:	☒ All Prescribers	☐ Other		
Drug List Management / Formulary:	☒ 500M	☐ Other		

Comments

Account Structure Information				
		Number		Name
Carrier	9 bytes	2872	25 bytes	FOX EVERETT
Account	15 bytes	2872045	25 bytes	CITY OF GAUTIER
Group	15 bytes		25 bytes	CITY OF GAUTIER
At what level should accumulations be allowed to carry over? ☐ Carrier ☐ Carrier / Account ☐ Carrier / Account / Group* ☒ Not applicable				
At what level should Prior Authorizations (PAs) be allowed to carry over? ☐ Carrier ☐ Carrier / Account ☐ Carrier / Account / Group* ☒ Not applicable				
* Please note at Carrier/Account/Group level, accumulations do not carry over with members when moving from group to group within the same Carrier or Carrier/Account structure.				

Additional Group Division/Location Information			
Group ID and Name		Group ID and Name	
Group ID and Name		Group ID and Name	
Group ID and Name		Group ID and Name	
Group ID and Name		Group ID and Name	
Group ID and Name		Group ID and Name	
Group ID and Name		Group ID and Name	

Broker / Consultant Information			
Brokerage Company		Consultant Company	
Contact Name		Contact Name	
Address		Address	
City State / Zip		City State / Zip	
Phone #		Phone #	
Fax #		Fax #	
Cell #		Cell #	
E-mail Address		E-mail Address	

Co-payment			
☒ Three Tier Co-payment Structure ☐ Two Tier Co-payment Structure			
Drug Class Description	Mail	Paper	Retail
Generic All (Tier 1)	30	10	10
Formulary Brand/Preferred Brand (Tier 2)	75	25	25
Non-Formulary Brand/Non-Preferred Brand (Tier 3)	150	50	50

Do the Specialty Drug Co-payments follow the co-payments noted above? ☒ Yes ☐ No
If No, please indicate the co-payments in the additional co-pays table below

If the co-payment should be different for Out of Network Paper Claims, please indicate the amount for each drug class in the additional copays table below

Comments

Additional Co-pays Information					
Drug Tier	Pharmacy Network	Days Supply / Fills	Co-payment		
			Mail	Paper	Retail
Generic	National	31 to 90		30	30
Formulary Brand	National	31 to 90		75	75
Non-Formulary Brand	National	31 to 90		150	150
Complete section when co-pay is stepped on fill					
History will be reviewed beginning on the following date:					
Additional comments:					

Generic Copay Incentive (GCI) ☐ Yes ☒ No	Applies to: ☐ Mail	☐ Paper	☐ Retail
Effective Date* Expiration Date*			
The effective date and expiration date determines the time period for which the incentive co-pay will be awarded.			
☐ Generic Co-pay Incentive **			
The Generic Co-pay Incentive (Brand to Generic Incentive)applies to the following drugs:			
The Incentive Co-pay applies for a minimum number of fills through a maximum number of fills			
☐ The Deductible Logic will be skipped when processing the Incentive Co-Pay.			
The Incentive Co-pay is $			
The Campaign ID # is			
* Effective and expiration dates determine the time period for which the Incentive Co-pay will be awarded			
** An active pre-auth for the member will have to exist in order for the Generic Co-pay Incentive to be granted			

Evidence Based Plan Design ☐ Yes ☒ No	Applies to: ☐ Mail	☐ Paper	☐ Retail
Effective Date * Expiration Date*			
☐ Evidence Based Plan Design **			
Evidence Based Plan Design applies to the following drugs:			
The Incentive Co-pay*** applies for a minimum number of fills through a maximum number of fills			
☐ The Deductible Logic will be skipped when processing the Incentive Co-Pay.			
The Incentive Co-pay is $			
The Campaign ID # is			
* Effective and expiration dates determine the time period for which the Incentive Co-pay will be awarded			
** An active pre-auth for the member will have to exist in order for the EBPD co-pay to be granted			
*** The Incentive Co-pay will be used on an Annual basis			

Days Supply / Quantity Limitations	Applies to:	☒ Mail	☒ Paper	☒ Retail
	Mail	Paper	Retail	
The minimum days supply is	1	1	1	
The maximum days supply is	90	90	90	
The maximum days supply for specialty is	30	30	30	
Maximum number of units (capsules/tablets only) allowed is				
When both a days supply and unit maximum is specified, the system will take the ☐ lesser (default) or ☐ greater of the days supply or unit maximum.				
Is there a different quantity limitation on maintenance medications at retail? ☒ No ☐ Yes (Specify below)				
Specify:				

Generic Drug Rules	Applies to: ☐ Mail ☐ Retail
Physician DAW (DAW 1) ☐ Yes ☐ No MUST be setup with DAW 2	When a generic is available but the pharmacy dispenses the brand per the physician's request, plan member will pay the difference between the brand discount and the generic discount when available. If the drug pricing discount is not available there will not be a generic incentive charged. The plan member will be charged the ☒ Brand ☐ Generic ☐ Alternate co-pay: $_____ ☐ Do not include Member DAW Difference and Penalty in Deductible accumulation. ☐ Do not include Member DAW Difference and Penalty in MOOP accumulation.
Member DAW (DAW 2) ☐ Yes ☐ No	When a generic is available but the pharmacy dispenses the brand per the member's request, the plan member will pay the difference between the brand discount and the generic discount when available. If the drug pricing discount is not available there will not be a generic incentive charged. The plan member will be charged the ☒ Brand ☐ Generic ☐ Alternate co-pay: $_____ ☐ Do not include Member DAW Difference and Penalty in Deductible accumulation. ☐ Do not include Member DAW Difference and Penalty in MOOP accumulation

Accumulations	Applies to: ☐ Mail ☐ Paper ☐ Retail
☐ Calendar Plan ☐ Plan Year: Please indicate the start month:	
If multiple plans exist, when a member moves from one plan to the other should their account balance be carried over to the new plan? ☐ Yes ☐ No ☐ Other (Specify below)	
Accumulation Type: ☐ Embedded* ☐ Non-Embedded** (specify Family and Individual plan below)	
Specify:	
* Embedded: Accumulations are based on each individual member. When each member's accumulation is met, benefits / co-pays apply to that member. When the entire family accumulation has been met, benefits / co-pays apply to all family members (even if one or more members have not met their individual accumulators)	
** Non-Embedded: The entire family accumulation must be met before benefits / co-pays apply to any individual family member	

Deductible	
The deductible applies to ☐ All Drugs ☐ Other	
$ Individual $ Individual + 1 $ Family $ Other:	☐ Annual ☐ Lifetime ☐ Other
Does deductible accumulation in the 4th Quarter Carry Over? ☐ Yes ☐ No	
Carryover must be set up prior to start 4th Quarter	
When in a crossover claim, member will never be charged more than the cost of the drug.	

Maximum-Out-Of-Pocket (MOOP)	
The MOOP applies to ☐ All Drugs ☐ Other	
Once MOOP is reached, $0 co-payment will apply unless otherwise specified. If a co-payment other than $0 applies, please complete the additional co-payment section of this document.	
☐ Member should not pay the DAW difference and penalty when the MOOP is met.	
$ Individual $ Individual + 1 $ Family $ Other:	☐ Annual ☐ Lifetime ☐ Other
If there is a deductible, it ☐ Applies ☐ Does not apply towards the MOOP.	

Maximum-Allowable-Benefit (MAB)	Applies to: ☐ Mail ☐ Paper ☐ Retail
What happens when the MAB is met? ☐ 100% copayment applies ☐ claim rejects	
The MAB applies to ☐ All Drugs ☐ Other	
$ Individual $ Individual + 1 $ Family $ Other:	☐ Annual ☐ Lifetime ☐ Other

*Health Care Reform Annual Limit Requirements:
- 09/23/2010 to 09/22/2011 – Annual limit may not be less than $750,000
- 09/23/2011 to 09/22/2012 – Annual limit may not be less than $1.25M
- 09/23/2012 and on – Annual limit may not be less than $2M

Integrated Account Balances with Medical	Applies to: ☐ Mail ☐ Paper ☐ Retail		
List Medical Integrator(s):			
Integrated Acct Balances:	☐ Deductible ☐ MOOP		
Plan Design Type:	☐ HRA HRA Limit:		Other Other Limit:
CDH Preventive Drug List:	☐ None	☐ Standard	☐ Custom Drug List Number

Claim Maximum*	Applies to: ☒ Mail ☒ Paper ☒ Retail		
The claim maximum applies to ☐ All Drugs ☐ Compounds ☐ Specialty ☐ Other			
The claim maximum rule limits ☐ Plan Member Exposure (per Rx) ☐ Client Exposure (per Rx)			
	Mail	Paper	Retail
The claim maximum amount is	$1,500.00	$1,500.00	$1,500.00
The transaction amount limit for compound medications is $150.00			
*Once the claim maximum is reached, the claim will reject			

Comments

Refill Restrictions	Applies to:	☐ Paper	☐ Retail
☐ Incentivized* ☐ Mandatory**			
The maximum number of fills allowed is ☐ Annual ☐ Lifetime			
The Fill Rule applies to ☐ Maintenance Drugs ☐ Other			
Fills Apply to Days Supply Range			
Drug Class	Pharmacy Network	Days Supply Range	# of Fills Allowed
		to	
		to	
		to	
		to	
		to	
History will be reviewed beginning on the following date:			
* Incentivized: After the allowed number of fills at retail has been met, higher co-pays or penalties will apply to additional retail fills			
* Mandatory: After the allowed number of fills at retail has been met, all other retail fills will reject			

Coordination of Benefits (COB)	
Retail (online) ☐ Yes ☒ No	**Manual (paper)** ☐ Yes ☒ No
Reimbursement Levels: Submitted	**In-Network**
☐ 100% of submitted charges less co-pay	☐ Yes, reimburse plan member ☐ No, do not process
☐ 100% of submitted charges less ZERO co-pay (member will receive 100% of submitted charges)	**In-Network Reimbursement Levels:**
☐ Other (enter details)	☐ 100% of submitted charges less co-pay
Reimbursement Levels: Contracted Rate	☐ Contracted rate less co-pay
☐ Contracted rate less co-pay	**Out-of-Network**
☐ Contracted rate less ZERO co-pay (member will be reimbursed 100% of the contracted rate)	☐ Yes, reimburse plan member ☐ No, do not process
☐ Other (enter details)	**Out-of-Network Reimbursement Levels:**
	☐ 100% of submitted charges less co-pay
	☐ Contracted rate less co-pay

Member Submitted Paper Claims	Are paper claims covered? ☒ Yes ☐ No *
In-Network pharmacy claims are reimbursed based on:	☒ Contracted Rate less Co-Pay ☐ 100% of the submitted price less Co-Pay
Out-of-Network pharmacy claims are reimbursed based on:	☒ Contracted Rate less Co-Pay ☐ 100% of the submitted price less Co-Pay ☐ Not Reimbursed
What is the timeframe a member has to file a claim? days from prescription fill date ☐ No Restrictions ☒ End of calendar year plus 90 days ☐ End of plan year plus days	
Does the plan coordinate benefits? ☒ No ☐ Yes If yes: ☐ Make the member whole ☐ Reimburse benefit less primary benefit	
Should Nursing Home Claims be reimbursed?** ☐ Yes	☒ No
Should International Claims be reimbursed?*** ☐ Yes	☒ No
* Please note that be answering "no" to this question, government agency claims will not be processed.	
** If the plan reimburses Nursing Home and International Claims, the following benefit attributes will be waived: Generic Drug Rules, Pharmacy Pricing, Days Supply and Refill Restrictions	
*** If International Claims are covered, the co-pay is based on client set up parameters	

General Member Submitted Paper Claim Processing Rules

- Prorate Claims For quantities exceeding the allowed plan amount, the claim will be prorated or not prorated based on client parameters.
- Run In Claims – Must be processed by the previous vendor. These are claims for prescriptions filled prior to the group's effective date with Caremark.
- Timely Filing Rule – With the exception of Government Agency Submitted Paper/Electronic Claims (see General Processing Rules for Government Agency Submitted Claims below), in-network or out-of-network paper claims will be paid up to 365 days from the original date of fill.
- Claim Forms – The use of standard Caremark claim forms are encouraged.
- Claims Paid by Other Vendor or Insurance Company in Error – Plan member must file a claim. Payment will be made to the plan member. The plan member must reimburse the previous vendor or insurance company.
- Compounds – Compound paper claims will be processed using a compound code of 2.
- Default NABP/NPI – If the pharmacy's NABP/NPI is not found and out-of-network claims are set up to pay, the default NABP/NPI will be used and claims will be processed as out-of-network.
- Information Missing From the Claim Form – Standard Caremark letter will be used to request the information.
- Receipts Are Required for Payment – A copy of the receipt (not cash register tape) for the prescription is required for payment of a paper claim. It must include, at minimum, the patient name, prescription number, total charge, date filled, NDC number, quantity, days supply, NABP/NPI of the pharmacy that filled each prescription, pharmacy name, and pharmacy address.

General Processing Rules for Government Agency Submitted Claims

Notes Applicable to All Government Claims:

- Government agencies, such as State Medicaid agencies, the Veteran's Administration ("VA"), Department of Defense ("DOD") and Indian Health Services ("IHS") are entitled by law to seek reimbursement from healthcare plans for benefits provided to the plan's members. The government agency submits these claims as an assignee of the plan member, and Caremark generally processes these claims in the same manner as member-submitted claims. Note: there may be exceptions to this general rule for Medicaid Plans and Medicare D Plans.
- Clients may choose to have Caremark process government-submitted claims on their behalf, in which case, they must authorize Caremark to do so below and choose to cover member-submitted paper claims in the preceding section. If the client does not authorize Caremark to process government-submitted claims on its behalf, the government agency may submit such claims directly to the client.
- Ordinarily, clients' plan design edits are taken into account in the processing of government-submitted claims to determine the appropriate reimbursement, if any, to the government agency. Note: some plan design edits are not applicable to the processing of government-submitted claims.
- For quantities exceeding the allowed plan amount, the claim will be prorated or not prorated based on client parameters but must match proration rules for member submitted paper claims.
- All benefits are assumed to be assigned to the respective agency from the beneficiary, and the plan must accept the assignment of benefits to the government.
- Claims will be paid up to 3 years from the original date of fill. Claims may not be denied on the bases of the format of the claim or failure to present proper documentation at the point-of-sale.

Parameters for claims received from the VA, DOD, IHS or State Pharmaceutical Assistance Program (SPAP):

- All VA, DOD, IHS & SPAP claims must be processed as in-network. Therefore, no out-of-network penalties may be applied.

Parameters for claims received from state Medicaid agencies:

- Medicaid claim processing will pay the lesser of the amount the Medicaid agency paid for the prescription or the benefit amount allowed by the plan design.

Does the plan authorize Caremark to process government agency submitted claims?	☒ No ☐ Yes *
If No, do you want to provide contact information for the party responsible for handling government agency submitted claims?	Contact name: VENEICE BARNETT Contact address: P. O. BOX 670 Contact phone number: 228-497-2767
For VA claims, do you want to permit up to a 90 day supply to pay at the submitted days supply amount?	☒ No ☐ Yes (If yes, typically the co-payment is stepped on days supply for these facilities; 1-30, 31-60 and 61-90 days) Please outline stepped co-payment below if applicable
*Make sure that you selected "Yes" to the question on whether paper claims are covered on the preceding page.	

Stepped Co-pays (VA Claims)					
Drug Tier	Pharmacy Network	Days Supply / Fills	Co-payment		
			Mail	Paper	Retail
	Gov't network				
	Gov't network				
	Gov't network				
	Gov't network				
	Gov't network				

SPECIALTY Drug CLAIMS PROCESSING:

BENEFIT:

☐ **Yes** Implement Exclusive Specialty (Retail Lock) – Plan participants must use CVS Caremark Specialty Pharmacy

Grace Fill: Allows retail claims to process for ☐ all members or ☐ current specialty members for a selected amount of fills.

☐ Yes apply Grace Fill ___ time (standard is 1 time)

☐ No do not apply Grace Fill

☒ **No** Open Benefit – Plan participants are not restricted to use CVS Caremark Specialty Pharmacy.

Note- All drugs deemed specialty and received by Caremark Mail Service will be diverted to CVS Caremark Specialty Pharmacy for dispensing, competitor specialty pharmacies will not be allowed to dispense specialty medications.

Comments

Drug Coverage options
CVS/Caremark uses the Medispan defined drug / therapeutic classification for product coverage and exclusion.

Prior Authorizations / Overrides

Who will process prior authorizations and overrides?

☐ CVS/Caremark Prior Authorization Team Charges based on each PA occurrence. Clinical Manager provides additional forms. Requires 30 to 60 days set up process. UM form must be submitted.	☐ Client or designated assignee: Company: Contact: Address: Phone#: How will PA be submitted to CVS/Caremark? ☐ Plan authorizes each PA in writing to CVS/Caremark ☐ Plan enters PA on-line to CVS/Caremark system

Drug Categories (all dosage forms)	YES√	NO √	PA √	Comments
ADD and Narcolepsy Drugs	☒	☐	☐	
Anabolic Steroids	☐	☒	☐	
Anorexients (Diet Aids)	☐	☒	☐	
Anti-rejection Drugs (Immunosuppressants)	☒	☐	☐	
Anti-Smoking Aids (Requiring a prescription)	☒	☐	☐	
Acne Medicines				
Tretinoin (Retin-A, Retin-A Micro, Avita, Ziana, Atralin)	☒	☐	☐	
Differin	☐	☒	☐	
Tazorac	☐	☒	☐	
Compounds	☒	☐	☐	
Contraceptives - All types				
Contraceptives Oral	☒	☐	☐	
Extended Cycle Contraceptives Oral (Seasonale, Seasonique, Loseasonique, Quasense, Jolessa) –The minimum number of days supply per fill will be 84 days with maximum of 91-days supply. Indicate the co-pay you wish to apply at retail: ☐ 1 co-pay ☐ 2 co-pays ☒ 3 co-pays ☐ other	☒	☐	☐	
Contraceptive Emergency (i.e., Plan B and Next Choice)	☐	☒	☐	
Contraceptive Devices (i.e., IUD, Diaphragm)	☐	☒	☐	
Contraceptive Injectible - Depo-Provera – 90-day supply per fill	☐	☒	☐	
Contraceptive Implants	☐	☒	☐	
Contraceptives Transdermal (i.e., Ortho-Evra)	☐	☒	☐	
Contraceptive vaginal ring (i.e., Nuvaring)	☐	☒	☐	
Cosmetic Drugs - including hair loss drugs, anti-wrinkle creams, hair removal creams and others (requiring a prescription)	☐	☒	☐	
Diabetic Medicines and Supplies				
Amylin Analogs (Symlin)	☒	☐	☐	
Incretin Mimetics (Byetta, Victoza)	☒	☐	☐	
Insulin	☒	☐	☐	
Insulin – Needles and Syringes	☒	☐	☐	
Insulin injection devices	☒	☐	☐	
Inhaled Insulin Supplies	☒	☐	☐	
Lancets	☒	☐	☐	
Lancet Devices	☒	☐	☐	
Alcohol Swabs	☒	☐	☐	
Blood Testing Strips: Glucose	☒	☐	☐	
Urine Testing Strips: Glucose	☒	☐	☐	
Acetone Testing Strips	☒	☐	☐	
Ketone Testing Strips	☒	☐	☐	
Glucagon Emergency Injection Kit	☒	☐	☐	

Glucose (Oral)	☒	☐	☐	
Blood Glucose Monitoring Units	☐	☒	☐	
Blood Glucose Monitoring Units Disposable	☐	☒	☐	
Blood Glucose Monitoring Units Continuous	☐	☒	☐	
Blood Glucose Monitoring Watch	☐	☒	☐	
Emergency Allergic Reaction Kits (Bee Sting Kits, Epi-pen, Epi-pen Jr, Twinject, Epinephrine Inj, Adrenaclick)	☒	☐	☐	
Fertility				
Fertility Agents - Oral	☐	☒	☐	
Fertility Agents - Injectible	☐	☒	☐	
Fluoride (Topical Fluoride dental products – requiring a prescription)	☐	☒	☐	
Growth Hormone	☐	☐	☒	
Impotency Drugs – (Injectible, Oral, Suppository, Kits)	☒	☐	☐	
Injectibles (All injectibles, unless otherwise noted on this form)	☒	☐	☐	
IV Injectibles (unless otherwise noted on this form)	☒	☐	☐	
Migraine Medicines (kit, nasal spray, tablet, injectibles)	☒	☐	☐	
Multiple Sclerosis Meds (examples Betaseron, Avonex, Copaxone, Rebif, Novantrone)	☐	☐	☒	
Multiple Vitamins				
Multiple Vitamins (that require a prescription)	☐	☒	☐	
Prenatal Vitamins (that require a prescription)	☒	☐	☐	
Pediatric (that require a prescription)	☐	☒	☐	
Other – enter any additional options				
OTC Coverage Plan - PPI (Proton Pump Inhibitor)	☐	☒	☐	
OTC Coverage Plan - NSA (non-sedating antihistamine)	☐	☒	☐	
PSEUDOPHEDRINE	☒	☐	☐	
VIATMIN B12, VITAMIN K, FOLIC ACID	☒	☐	☐	
EXPERIMENTAL & INVESTIGATIONAL	☐	☒	☐	
IMMUNIZATIONS INFUSION THERAPY/DRUG THERAPY NOT COVERED BY RETAIL-EXC BOTOX INJECTABLE PA REQUIRED (exclude for cosmetic purposes)	☐	☒	☐	
Quantity Limits – All quantity limits require the completion of additional forms completed by Clinical Manager.				
Age Limit is a "through" date. Example: Select coverage through age 25. Claim rejects at age 26 and above.				

For clarification, the following ARE COVERED, unless specified otherwise:

- All legend drugs are covered unless specified otherwise in this Drug Coverage Options section.
- DESI drugs - These drugs are determined by the FDA as lacking substantial evidence of effectiveness. The DESI drugs do not have studies to back up the drugs' uses, but since they have been used and accepted for many years without any safety problems, they continue to be used in today's market place.
- Controlled substance 5 (CV) OTC's are covered. (Examples: Robitussin AC syrup and Naldecon-CX) Federal law designates these medicines as OTC. However, depending on certain state pharmacy laws, the medicines may be considered legend prescription medicines and are, therefore, all covered.
- Single entity vitamins - These vitamins have indications in addition to their use as nutritional supplements. For this reason, we recommend covering these medicines. Single entity vitamins are used for the treatment of specific vitamin deficiency diseases. Some examples include: vitamin B12 (cyanocobalamin) for the treatment of pernicious anemia and degeneration of the nervous system, vitamin K (phytonadione) for the treatment of hypoprothrombinemia or hemorrhage, and folic acid for the treatment of megaloblastic and macrocytic anemias.

For clarification, the following are NOT COVERED:

- Therapeutic devices or appliances, including hypodermic needles, syringes, support garments, ostomy supplies, durable medical equipment, and non-medical substances regardless of intended use.
- Any over-the-counter medicine, unless specified otherwise.
- Blood products, blood serum.
- Experimental medicines do not have NDC numbers and therefore, are not covered.

Health Care Reform Standards					
Drug Coverage - Cover with Caremark Recommendations ☐ Yes ☒ No					
Additional Exclusions/Limitations					
Type of Medication	Mail	Paper	Retail	CPM	Comments
CMK ACA Aspirin (HCRA)	Y	Y	Y	N	* Age Edit - Covered at age ≥ 45 * Copayment - $0 - Mandatory * Deductible - Must be excluded * Quantity limit - #100 units per fill * No prior authorization allowed * Generic products only * OTC (requires prescription) * CVS Caremark defined drug list
CMK ACA Iron Supplements (HCRIS)	Y	Y	Y	N	* Age Edit - Covered 6 months through 12 months * Copayment - $0 - Mandatory * Deductible - Must be excluded * No prior authorization allowed * Brand and generic products * Generic Drug Rule – DAW – no penalties allowed * Rx and OTC (requires prescription) * CVS Caremark defined drug list
CMK ACA Fluoride Supplements (HCRFS)	Y	Y	Y	N	* Age Limit - Covered at age ≤ 6 * Copayment - $0 - Mandatory * Deductible - Must be excluded * No prior authorization allowed * Brand and generic products * Generic Drug Rule – DAW – no penalties allowed * Rx products only * CVS Caremark defined drug list
CMK ACA Folic Acid (HCRFA)	Y	Y	Y	N	* Age Limit - Covered at age ≤ 55 * Gender Edit – Covered for women only * Copayment - $0 - Mandatory ~~* Deductible - Must be excluded~~ * Quantity limit - #100 units per fill * No prior authorization allowed * Generic products only * OTC (requires prescription) * CVS Caremark defined drug list
CMK ACA Tobacco Cessation (HCRTRP and HCRZC)	Y	Y	Y	N	* No prior authorization allowed * Copayment - $0 – Mandatory * Deductible - Must be excluded * Limit of 168 day supply in one year of treatment with Generic Nicotine replacement products (Nicotine patch, gum and lozenges) * Limit of 168 day supply in one year of treatment with Generic Zyban or Chantix * Rx or OTC (requires prescription) * CVS Caremark defined drug list
CMK ACA Immunization Vaccines for Children (HCRCV)	Y	Y	Y	N	Plans may choose to cover vaccines under the medical or pharmacy benefit. The following

					edits apply if vaccines are covered under the pharmacy/prescription plan: * Age Limit - Children - Covered at age ≤ 18 * Copayment - $0 - Mandatory * Deductible - Must be excluded * Rx Only
CMK ACA Immunization Vaccines for Adults (HCRAV)	Y	Y	Y	N	Plans may choose to cover vaccines under the medical or pharmacy benefit. The following edits apply if vaccines are covered under the pharmacy/prescription plan: * Age Limit - Children - Covered at age ≤ 18 * Copayment - $0 - Mandatory * Deductible - Must be excluded * No prior authorization allowed * Rx Only

Client Service

Customer Care / Mail Order Attributes		
Customer Care Phone Number: 866 - 475 - 0056		
Should Benefit Provider Paid Amount be printed on Invoice (Print savings Receipt)?	☒ No (default)	☐ Yes
Member Debit Threshold amount:	☒ $250.00	☐ Other(specify):
Member Copayment Threshold amount:	☒ $250.00	☐ Other(specify):

Appeals		
Will Caremark be handling appeals?	☒ **Yes**	☐ **No**
If yes, which level of appeals?	☐ **First Level**	☒ **First and Second Level**
Is this an ERISA client?	☐ **Yes**	☒ **No**

Bridge Supply	
Customer Care can offer a bridge supply for members transitioning to mail order by allowing a short term supply (5 days) at CVS network pharmacies. Plan member only pay their mail order co-payment and will receive the remaining balance of their 90 day supply from mail service. This program is automatic unless you chose to opt-out by indicating "No" in this section.	☐ Opt Out

Refill Threshold
The percent of Days supply that must be used before system will allow a refill.

	Days Supply	% of Days Supply Used
Retail	30	75%
Mail	90	50%

Comments

Overrides		
Type	Allowed?	Amount Allowed / Notes
Vacation	☒ Yes ☐ No ☐ AM contact client	
Plan Member Meds Lost/Stolen/Damaged	☒ Yes ☐ No ☐ AM contact client	
Mail Order Delay	☒ Yes ☐ No ☐ AM contact client	
Member Mail In Delay	☐ Yes ☒ No ☐ AM contact client	
Maximum Dollar	☐ Yes ☐ No ☐ AM contact client ☒ Not Applicable	
Dosage Increase/Change	☒ Yes ☐ No ☐ AM contact client	
Multiple Births	☒ Yes ☐ No ☐ AM contact client ☐ Not Applicable	
Retail fill for Mail Order Manufacture Back Order	☒ Yes ☐ No ☐ AM contact client	
Dose Optimization	☒ Yes ☐ No ☐ AM contact client ☐ Not Applicable	
Duplicate Therapy	☐ Yes ☐ No ☐ AM contact client ☒ Not Applicable	
Incorrect Days Supply	☐ Yes ☐ No ☐ AM contact client ☒ Not Applicable	
Annual Fill Limit / Allowed Fill	☐ Yes ☐ No ☐ AM contact client ☒ Not Applicable	
Nursing Home	☐ Yes ☐ No ☐ AM contact client ☒ Not Applicable	
Expatriate Employees	☐ Yes ☐ No ☐ AM contact client ☒ Not Applicable	
Disaster Emergency	☒ Yes ☐ No ☐ AM contact client	
SPECIALTY Drug CLAIMS PROCESSING OVERRIDES:		
Exclusive Specialty (Retail Lock)	☐ Yes ☒ No ☐ AM contact client	
Maximum Dollar	☒ Yes ☐ No ☐ AM contact client	
Extended Days Supply Example: Trelstar - 1 injection lasts 168 days	☒ Yes ☐ No ☐ AM contact client	

Dependent Age Limits *(Health Care Reform Standards outlined below)*		
Should Caremark edit dependent age limits?	☐ Yes (If yes, a default age of through age 25 will be used unless otherwise specified.) ☒ No (If no, the age of 999 will be used.)	
Children will be covered through age:	Handicapped Dependents will be covered through age:	
Full-Time Students will be covered through age:	Spouses will be covered through age:	
Part-Time Students will be covered through age:	Sponsored Dependents will be covered through age:	
Age Limits Expire on: ☐ Birth date ☐ End of Calendar Year	☐ End of Month ☐ End of Plan Year (not available on RxClaim)	

Client Payment Method
☐ Payment to CVS by federal Wire
☐ ACH Debit (please complete ACH Debit Payment Authorization table below)
☐ Other:

ACH Debit Payment Authorization ☐ Standard ☐ Non-standard		
I (We) hereby authorize Caremark (hereinafter called COMPANY) to initiate debit entries to the CLIENT'S checking account indicated below and the depository named below (hereinafter called DEPOSITORY) to debit the same to such account.		
Client name:	AR#	
Depository name:	Branch	
City:	State:	Zip code:
Transit/routing/ABA # (9 digits)	Account #	
Effective Date		
This authority is to remain in full force and effect until COMPANY and DEPOSITORY has received 15 days advance written notification from the CLIENT of its termination. Either party has the right to stop payment of a debit entry by notification to DEPOSITORY.		
Comments:		

Financial Cycle Reports			
Break Level of Cycle Reports: ☐ Carrier ☐ Account ☐ Group			
Distribution Method: ☐ Claim Summary Report (retail / mail / paper / mchoice / specialty) ☐ E-mail ☐ On-Demand® ☐ Claim Level Member Detail Report (PDF report) – contains PHI information ☐ Mail ☐ On-Demand® ☐ Secure Email ☐ Claim Level Member Detail (Semi-Colon Delimited Report) – contains PHI information			
Cycle Report Recipient One		**Cycle Report Recipient Two**	
Name		Name	
Company		Company	
Address		Address	
City/State/Zip		City/State/Zip	
Email		Email	
Phone #		Phone	
Fax		Fax	

Quarterly Drug Utilization Reports – Available by On-Demand			
☐ RXCL3030 Brand / Generic Utilization Summary		☐ RXCL3085 Drug Usage Ranking Summary(Top100)	
☐ RXCL3075 Product Cost Ranking Summary(Top100)		☐ RXCL3140 Drug Usage Therapeutic Class Summary	
☐ RXCL3010 Therapeutic Class Profile Summary		☐ RXCL2005 Utilization Summary by Member	
☐ RXCL2010 Member Utilization Detail w/Neg		☐ RXCL2016 Member Utilization Detail	
☐ RXCL2021 Member Utilization Detail		☐ RXCL2030 Age/Sex Utilization Summary	
☐ RXCL2022 Group Utilization Summary w/Neg		☐ RXCL4015 Pharmacy Provider Utilization Summary	
☐ RXCL2060 Member Prior Authorization Detail		☐ RXCL1013 Claim Summary Report	
☐ RXCL4040 Pharmacy Provider Perf Summary			
Send Reports to Contact # One:		**Send Reports to Contact # Two** (if needed):	
Attn: Name		Attn: Name	
Company Name		Company Name	
Email Address		Email Address	
Phone #		Phone #	
Fax #		Fax #	

Finance Invoicing			
Invoice Billing Level: ☐ Carrier ☐ Account ☐ Group			
Break Level of Detail for Invoice: ☐ Carrier ☐ Account ☐ Group ☐ Care Facility / Location Code			
Invoice method: ☐ Fax ☐ E-mail ☐ On-Demand®			
Billing Cycle: ☐ Standard (4x / month: 7th, 15th, 23rd, and EOM) ☒ Non-Standard (2x / month: 15th and EOM) – Requires Finance Approval			
Invoice Recipient 1		**Invoice Recipient 2**	
Name		Name	
Company		Company	
Address		Address	
City/State/Zip		City/State/Zip	
Email		Email	
Phone		Phone	
Fax		Fax	
Invoice Recipient 3		**Invoice Recipient 4**	
Name		Name	
Company		Company	
Address		Address	
City/State/Zip		City/State/Zip	
Email		Email	
Phone		Phone	
Fax		Fax	

Fees Per Claim (if applicable)	
Retail Service Fee:	Manual Claim Fee:
Mail Service Fee:	Transaction Fee (Discount Card Program):

Finance Claim File Details			
Is an electronic claim detail file required: ☐ Yes ☐ No			
Will client require a file (or additional file) be sent to an outside vendor: ☐ Yes* ☐ No			
* If Yes, a Confidentiality Agreement must be executed and on file with Caremark			
Client business contact for claim files		**Client technical contact for claim files**	
Name:		Name:	
Phone number:		Phone number:	
Email:		Email:	
In order to initiate the claim file setup process, please work with your Account Manager to submit a claim file setup form to the Caremark Electronic Data Delivery Team			

Comments

Standard Caremark Defaults	
NPI Validation: Actual NPI Numbers are not required to process paper claims. A default NPI for paper claims may be used.	
Retail	Yes
Mail	Yes
Paper	No

Member Materials	
Will CVS Caremark produce ID cards? ☐ Yes ☐ No If yes, please check shipping method below. ☐ Cards mail to member homes – Standard U.S. Mail only – Fee applies ☐ Cards – bulk shipped to TPA / client ☐ Cards on card carrier – bulk shipped to TPA / client ☐ Cards only - bulk ship to TPA / client	If CVS/Caremark **DOES NOT** produce the ID cards: ☐ No materials needed ☐ Bulk ship individual bulk materials to TPA / client Materials will be sent to contact listed below, not to members home Shipping Method: ☐ Standard U.S. Mail ☐ Union – UPS ☐ Other _____ Billing # _____

BIN #		PCN#		Rx Submitted Group #	

Ship Bulk Materials to:	
Attention Name	
Company Name	
Address	
City State / Zip	
Phone #	

MEMBER MATERIALS
Card and Card Carrier:
☐ Standard card carrier with two cards
Retail Only:
☐ Your Prescription Benefit Program
Retail and Mail:
☐ A Guide to Your Prescription Benefits & Mail Service Pharmacy
Mail Only:
☐ Your Mail Service Pharmacy
☐ Mail Service Envelope / Order Form
Other:
☐ Generic Drugs

NATIONAL GUARDIAN LIFE INSURANCE COMPANY

GROUP INSURANCE APPLICATION

Administered by: AlwaysCare

Application is hereby made to National Guardian Life on the basis of the information contained in this application, the group risk specifications, the enrollment data, and available experience data. The application in its entirety, and any required additional information, is subject to Home Office approval before insurance can become effective.

Once approved, the application will be attached to and made part of the Group Policy(ies). Insurance will become effective on the requested effective date shown below, unless written notice of a different effective date is sent.

If this application is not approved, no insurance is in effect at any time, and any deposit premium AlwaysCare has received will be returned.

This application is made with the following deposit premium. The premium amount is estimated, as the amount due for the first month, and will be applied toward the first premium on the proposed Group Policy(ies): $ _____

If any insurance requires employee contributions, any underwriting requirements for enrollment must be met before insurance can become effective.

Legal Name of Group City of Gautier

Physical Address 3330 Highway 90

City\State\Zip Gautier, MS 39533

Billing Address (If different) P.O. Box 670

City\State\Zip Gautier, MS 39533

Federal Tax ID 64-0732369

Employees: 149 # Eligible: 149 # of Employees with Dependents: ____

Group Effective Date: 10 / 01 / 2010

Contact for Administration & Eligibility: Veneice Barnett

Phone: (228) 497-2359

Fax: (228) 897-8028

E-mail Address: vbarnett@gautier-ms.gov

Contact for Billing Veneice Barnett

Phone: (____) Same as above

Fax: (____) same as above

E-mail Address: _____

Plan Selection:

- ☐ **Dental Insurance** ☐ **Policy Year** ☐ **Calendar Year**
- ☐ **Vision Insurance**
  - ☐ **Hearing Rider** (where applicable):
  - Attached to: ☐ Dental ☐ Vision
- ☐ **Basic Life (Employer Funded)**
- ☐ **Supplemental / Voluntary Life**
- ☐ **AD&D**
- ☐ **Dependent Life**
- ☐ **Short Term Disability**
- ☐ **Long Term Disability**
- ☐ **Other** _____

Policyholder (Employer) contributions:

Dental	$____ per month or	____ % of premium
Vision	$____ per month or	____ % of premium
Basic Life and AD&D	$____ per month or	____ % of premium
Supplemental / Voluntary Life and AD&D	$____ per month or	____ % of premium
Short Term Disability	$____ per month or	____ % of premium
Long Term Disability	$____ per month or	____ % of premium

Eligibility: Permanent, full-time employees working 30 hours (Standard) or _____ (other) per week are eligible for coverage. An eligible employee must have been actively at work on a full-time basis for _____ months in order to be eligible for coverage. An eligible dependent must be less than ____ yrs. old or less than _____ yrs. old if a full-time student. Ages could vary by product. Coverage becomes effective the first of the month following eligibility.

W-2 Services Option (for Short Term Disability and Long Term Disability coverage only):

☐ Option 1: Withhold state and federal income taxes, and the employee's portion of FICA. Prepare and file W-2 Forms.

☐ Option 2: Withhold federal income taxes, and the employee's portion of FICA. Applicant waives W-2 Forms services.

A detailed description of the W-2 services elected by applicant pursuant to this application will be sent to the applicant via mail. Such services will be performed in accordance with the above election and established standard procedures.

Participation: Depending on group size and coverage elected, specific participation requirements may apply. Participation must be met before the insurance can be effective and must be maintained continuously while insurance is in force to prevent cancellation of coverage.

I understand and agree that audits will be made by National Guardian Life Insurance Company now and in the future to verify the number and names of full-time employees/members of this group. I will furnish with application, and upon any future request, a current census and State Quarterly Unemployment Tax Report, and any other information requested.

Monthly Administration Fee: I understand there is a **$5.00** monthly administrative billing charge for groups with less than 10 employees enrolled.

IMPORTANT NOTES:
Unless agreed to otherwise, membership cards, welcome letters and coverage summaries are printed and provided in a single package following group approval. The certificate of coverage, group policy, administration manuals and other information will be provided on a customized, group-specific CD-ROM to enable the Employer to distribute as needed via email or printouts to all enrolled employees. Employees may also print ID Cards and certificates by visiting our website at www.AlwaysCareBenefits.com.

Please send Membership Materials and Enrollment Materials to (CHECK ONE):
☐ Group Attn: Veneice Barnett Phone: (228) 497-2359
☐ Broker or Agent

Under ERISA (Employee Retirement Income Security Act of 1974), it is required that there be a named fiduciary for each employee benefit plan. It is understood that the undersigned Employer is the named fiduciary for each employee benefit plan. I understand and agree that if, on the effective date, an employee is not in permanent full-time active work or unable to perform usual and customary duties, coverage will not be effective until the employee returns to an active eligible status. I hereby certify that the information provided herein is true and complete to the best of my knowledge and that I have read and understand this form.

The information contained herein describes the essential provisions of the elected coverage(s) discussed between the above client and an authorized National Guardian Life Insurance Co. representative. By signing this form, both parties agree that these are the essential provisions the client is purchasing. The details of this form may be changed by either party with mutual agreement.

The applicant understands that the requested group insurance will:

a. be issued only if the requested insurance is acceptable to National Guardian Life (the Company) and is legally permissible;
b. be issued under a group Policy or Policies in the language customarily used by the Company;
c. be subject to the Company's usual underwriting requirements (including Evidence of Insurability, if applicable);
d. be subject to all exclusions and limitations of the policy; and take effect on the date determined by the Company.

The Applicant understands that no agent or broker has the authority to guarantee the acceptability of the requested insurance. The effective date of insurance for which an employee is required to submit satisfactory Evidence of Insurability will be determined in accord with the Policy's terms, and will be subject to the Active Work requirement. The applicant agrees not to:

a. collect or pay premiums (other than the Binder Premium) for such insurance, before receiving the Company's notice of approval; or
b. distribute material describing Policy coverage to persons to be insured, without the Company's prior written consent.

WARNING: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicant Signature: Sidney Rummel, City Manager 9/10/10
Name Title Date

National Guardian Representative: ____/____/____
Date

Agent (if applicable) Diane Moore/Fox-Everett, Inc	Tax I.D. Number 64-0691633
Firm Name (if applicable) Fox-Everett, Inc	National Guardian Life Insurance Company appointment on file ☐Yes ☐ No **(Please attach Appointment Paperwork if not appointed)**
Address 300 Concourse Blvd City/State/Zip Ridgeland, MS 39157	Phone (228) 897-6755 Fax (601) 607-5955 Email Address robin.digiacomo@foxeverett.com

TO BE COMPLETED BY ALWAYSCARE BENEFITS

Group Set Up Information	Account Management Approval
Group Code: _____	Account Manager: _____
SIC Code: _____	Signature _____ Date ____/____/____

Notes:

HCC Life Insurance Company
225 TownPark Drive, Suite 350, Kennesaw, Georgia 30144
main 770 973 9851 facsimile 770 973 9854

January 8, 2013

Robin DiGiacomo
Fox-Everett Insurance
12260 Intraplex Parkway,
Gulfport, MS 39503

Policyholder: City of Gautier
Policy Effective Date: 10/01/2012
Policy Number: HCL17106

Dear Robin,

Thank you for your sincere cooperation in sending the documentation necessary for policy issuance.

Attached please find a copy of the Stop Loss Policy including the following documents:

- Fully Executed Application
- Endorsements # 1-4

If we can be of further assistance with this group, please do not hesitate to contact either your Sales Administrator or myself.

Sincerely,

Ivy Jones

Ivy Jones
Policy Issuance Assistant III

HCC LIFE INSURANCE COMPANY

STOP LOSS POLICY

Independent Review Organization Coverage Endorsement

Policy Number:	HCL17106
Endorsement Number:	4
Policyholder:	City of Gautier
Effective Date:	10/01/2012

You and We agree that this Policy is amended as follows:

In the event Covered Expenses are Paid by You for a Covered Person based on an Independent Review Organization's reversal of previously denied claims, and such Covered Expenses are Paid after the last paid date provided in the Contract Basis of this Policy, the Paid Covered Expenses shall be deemed to have been Paid during this Policy's Contract Period, provided that:

1. Such Covered Expenses are not eligible for reimbursement under any other coverage; and
2. Such Plan Benefits are otherwise eligible for reimbursement under the terms of this stop loss policy.

You (or You through your Plan Supervisor) agree to provide notice to Us that an appeal has been sent to an Independent Review Organization on an claim that could or is expected to exceed the specific stop loss deductible under this policy within 30 days of the referral to the Independent Review Organization. We will not reimburse any stop loss claim under this Endorsement if we do not receive such notice within the 30-day time frame.

When filing a reimbursement claim under this Endorsement, You agree to provide us all documentation related to the Independent Review Organization's reversal of the previously denied Covered Expenses. We will not reimburse any stop loss claim where the Independent Review Organization's reversal documentation, along with any other information necessary to process the claim, is not received within 90 days from the last date a claim is eligible for payment under the Contract Period or within 90 days of the date the claim was Paid if Paid after the Contract Period has lapsed.

For purposes of this Endorsement, Independent Review Organization means the organization for external review as required under the external review process of the Patient Protection and Affordable Care Act.

Fees, or any similar expenses, paid to the Independent Review Organization for their services are not reimbursable under this Endorsement. Coverage under this endorsement does not modify any other terms, conditions, deductibles or split funded retentions of this policy. If coverage is available under a subsequent policy issued by Us, coverage shall be provided under this endorsed policy and not the subsequent policy.

HCC LIFE INSURANCE COMPANY

STOP LOSS POLICY

Independent Review Organization Coverage Endorsement

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

HCC LIFE INSURANCE COMPANY

President

Corporate Secretary

Dated: January 8, 2013

HCC LIFE INSURANCE COMPANY
STOP LOSS POLICY
QUALIFIED CLINICAL TRIALS ENDORSEMENT

Policy Number: HCL17106

Endorsement Number: 3

Policyholder: City of Gautier

Effective: 10/01/2012

YOU and WE agree that this Policy is amended as follows:

Article VI, Item C is amended to include the following:

The Stop Loss Policy will reimburse Covered Expenses, in excess of the Specific Deductible, for Patient Care Services furnished in connection with participation in Qualified Clinical Trials as defined by this Endorsement.

Qualified Clinical Trials - Definition

A Qualified Clinical Trial is defined as a clinical trial that meets all the following conditions:

1. The clinical trial is intended to treat cancer in a patient who has been so diagnosed, and
2. The clinical trial has been peer reviewed and is approved by at least one of the following:
   - A. One of the United States National Institutes of Health,
   - B. A cooperative group or center of the National Institutes of Health,
   - C. A qualified nongovernmental research entity identified in guidelines issued by the National Institutes of Health for center support grants,
   - D. The United States Food and Drug Administration pursuant to an investigational new drug exemption,
   - E. The United States Departments of Defense or Veterans Affairs,
   - F. Or, with respect to Phase II, III and IV clinical trials only, a qualified institutional review board, and
3. The facility and personnel conducting the clinical trial are capable of doing so by virtue of their experience and training and treat a sufficient volume of patients to maintain that expertise, and
4. The patient meets the patient selection criteria enunciated in the study protocol for participation in the clinical trial, and
5. The patient has provided informed consent for participation in the clinical trial in a manner that is consistent with current legal and ethical standards, and
6. The available clinical or pre-clinical data provide a reasonable expectation that the patient's participation in the clinical trial will provide a medical benefit that is commensurate with the risks of participation in the clinical trial, and
7. The clinical trial does not unjustifiably duplicate existing studies, and
8. The clinical trial must have a therapeutic intent and must, to some extent, assess the effect of the intervention on the patient.

Patient Care Services - Definition

Patient Care Services are defined as health care items or services that are furnished to an individual enrolled in a Qualified Clinical Trial, which is consistent with the usual and customary standard of care for someone with the patient's diagnosis, is consistent with the study protocol for the clinical trial, and would be covered if the patient did not participate in the Qualified Clinical Trial.

Patient Care Services must be determined to be eligible under the Policyholder's Employee Benefit Plan.

HCC LIFE INSURANCE COMPANY
STOP LOSS POLICY
QUALIFIED CLINICAL TRIALS ENDORSEMENT

Patient Care Services do not include any of the following:

1. An FDA approved drug or device shall be a Patient Care Service only to the extent that the drug or device is not paid for by the manufacturer, the distributor or the provider of the drug of device, or
2. Non-health care services that a patient may be required to receive as a result of being enrolled in the Qualified Clinical Trial, or
3. Costs associated with managing the research associated with the Qualified Clinical Trial, or
4. Costs that would not be covered for non-investigational treatments, or
5. Any item, service or cost that is reimbursed or otherwise furnished by the sponsor of the Qualified Clinical Trial, or
6. The costs of services, which are not provided as part of the Qualified Clinical Trial's stated protocol or other similarly, intended guidelines.

Additional Provisions

We may require a copy of the Qualified Clinical Trial's study protocol before determining if any benefits are payable under this Endorsement.

Stop Loss Policy benefits paid under this Endorsement will be included in the Specific Contract Period Reimbursement Maximum.

Stop Loss Policy benefits paid under this Endorsement shall not create any legal presumption that HCC Life Insurance Company has recommended, directed, endorsed or required any Covered Person's participation in the Qualified Clinical Trial.

Stop Loss Policy benefits paid under this Endorsement shall be subject to all terms and conditions of the Policyholder's Employee Benefit Plan Document.

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

HCC LIFE INSURANCE COMPANY

Craig J. Kelbel
President

Corporate Secretary

Dated: January 8, 2013

HCC LIFE INSURANCE COMPANY

STOP LOSS POLICY
ENDORSEMENT TO A POLICY ISSUED IN THE STATE OF MISSISSIPPI

Policy Number:	HCL17106
Endorsement Number:	2
Policyholder:	City of Gautier
Effective Date of Endorsement:	10/01/2012

You and We agree that above policy is amended as follows:

Article VII – GENERAL PROVISIONS is amended as follows:

Paragraph C – ARBITRATION is hereby removed from the policy.

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

HCC LIFE INSURANCE COMPANY

Craig J. Kelbel

President

Corporate Secretary

Dated: January 8, 2013

HCC LIFE INSURANCE COMPANY
STOP LOSS POLICY
ENDORSEMENT

Policy Number: HCL17106

Endorsement Number: 1

Policyholder: City of Gautier

Effective Date of Endorsement: 10/01/2012

You and We agree that above policy is amended as follows:

Subject to the terms and conditions of the Policy and only in the event the identified Covered Person receives Ventricular Assist Device after the Original Effective Date of this Policy and prior to the termination date of this Policy or any renewal Policy, the Separate Individual Specific Deductible for Dianne Patterson will be $500,000. The Separate Individual Specific Deductible shall apply for the entire Contract Period in which the Ventricular Assist Device occurs.

If We reimburse any Plan Benefits for the identified Covered Person(s) subject to the Separate Individual Specific Deductible during the Contract Period but prior to the identified Ventricular Assist Device occurring, we reserve the right to a) invoke the Policy's Offset provision to recover the reimbursements We have paid above Your Specific Deductible and below the Separate Individual Specific Deductible for the identified Covered Person(s), or b) request a refund from You to recover the reimbursements We have paid above Your Specific Deductible and below the Separate Individual Specific Deductible for the identified Covered Person(s).

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

City of Gautier
Full Legal Name of Applicant / Policyholder

Gautier, MS 9/27/12
Signed At / Date Signed

Samantha D. Abell Samantha D. Abell
Officer / Partner Signature (print name)

Licensed Agent Signature (print name)

FOR HCC LIFE INSURANCE COMPANY OFFICE USE ONLY:

ACCEPTANCE

Accepted on behalf of the Company this 18 day of January, 2013

By

Title: Senior Vice President

HCCL MSL-2004 END

HCC LIFE INSURANCE COMPANY
225 Town Park Drive, Suite 145
Kennesaw, Georgia 30144
1-800 447-0460

STOP LOSS POLICY

THIS IS A LEGAL CONTRACT - PLEASE READ IT CAREFULLY

Policy Number: HCL17106

Policyholder: City of Gautier

Principal Address: 3330 Hwy 90
Gautier MS 39553

Designated Third Party Administrator (TPA): Fox-Everett, Inc.
P.O. Box 6012
Ridgeland MS 39158-601

This Policy is issued in consideration of Your Application, Your Plan Document, Your Disclosure Statement and the payment of premiums. The aforementioned documents combine to form this Policy.

The effective date of this Policy is 12:01 a.m., at Your address and the expiration date of this Policy is 11:59 p.m., as shown below at Your principal address.

Effective Date: 10/01/2012

Expiration Date: 09/30/2013

This Policy is issued by Us as of the Effective Date, but is not valid unless countersigned by Our duly authorized representative.

Jurisdiction of Issue:

This policy is governed by the laws of the jurisdiction of issue.

Craig J. Kelbel

President

Corporate Secretary

NON-PARTICIPATING INSURANCE

This is a reimbursement policy. You, or Your Plan Supervisor, are responsible for making benefit determinations under Your Employee Benefit Plan. We have no duty or authority to administer, settle, adjust, or provide advice regarding claims filed under Your Employee Benefit Plan.

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ARTICLE I. DEFINITIONS

When used in this Policy, the following terms will have the meanings as indicated below:

ANNUAL AGGREGATE DEDUCTIBLE. For any one Contract Period, (or any fraction thereof, if the Contract terminates during the Contract Period) the total of the number of Covered Single or Family units multiplied by its corresponding Monthly Aggregate Factor, applied each month that the Contract is in-force. In no instance shall the Annual Aggregate Deductible be less than the Minimum Annual Aggregate Deductible.

AGGREGATE CONTRACT PERIOD REIMBURSEMENT MAXIMUM. The maximum amount We will reimburse the Policyholder for Covered Expenses during each Contract Period under the terms of the Aggregate Stop Loss Insurance as shown on the Application.

AGGREGATE PERCENTAGE REIMBURSABLE. The percentage of Covered Expenses to be reimbursed that were Paid under the Employee Benefit Plan in excess of the Annual Aggregate Deductible.

COBRA BENEFICIARY. Any former Covered Person of the Employee Benefit Plan continuing participation under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and its amendments.

COMPANY. Company, We, Our, and Us refers to HCC Life Insurance Company.

COMPLETE CLAIMS HISTORY. All of the following for a minimum of 12 consecutive months immediately preceding the Policy Year:

1. Participant census, and
2. Eligibility information, and
3. Claims Experience, and
4. Large Claim Disclosures, and
5. Details of any condition shown on the Trigger Diagnosis List in the Disclosure Statement.

CONTRACT. All of the following:

1. The Application, and
2. This Policy and any endorsements to it, and
3. The Policyholder's Plan Document.

CONTRACT BASIS. The form of coverage shown on the Application that was selected by the Policyholder. The Contract Basis shall be considered in determining what Covered Expenses will be reimbursed by Us.

CONTRACT MONTH. A period of one-month that begins on:

1. The effective date of the Policy, or
2. The same day of each following month during the Contract Period.

CONTRACT PERIOD. The period of time shown on the Application during which the Policyholder is covered for Aggregate and / or Specific Stop Loss Insurance.

COST CONTAINMENT PROGRAM. A program designed to reduce or control the cost of providing Plan Benefits to participants of the Employee Benefit Plan.

COVERED EXPENSES. Plan Benefits incurred by a Covered Person (or Covered Family):

1. For which benefits are Paid by the Policyholder under the Employee Benefit Plan, and
2. Which are not in excess of the Reasonable and Customary Charge for those services, and
3. Which are Medically Necessary for the treatment of an illness or injury or for any preventative care covered by the Employee Benefit Plan, and
4. Which are reimbursable under this policy subject to its terms, deductible(s), limitations and exclusions.

Plan Benefits provided by the Employee Benefit Plan that are specifically excluded by this Policy are not considered Covered Expenses. Covered Expenses shall not include any expenses which are not reimbursable under this Policy, such as:

1. The expenses related to processing claim payment, or
2. PPO discounts, network or negotiated discounts, and other reductions from billed charges, whether or not they were actually deducted from Plan Benefits, or
3. Salaries paid to any individual, or
4. Plan Supervisor's fees, or
5. Litigation expenses, or
6. Premiums paid for coverage under this Policy.

COVERED FAMILY. The Covered Person and his or her dependents covered under the Employee Benefit Plan.

COVERED PERSON. If so indicated on the Application, an individual covered under the Employee Benefit Plan. This includes:

1. Legally employed covered employees, and
2. Covered dependents, and
3. Participating COBRA Beneficiaries, and
4. Retirees.

COVERED UNITS. A Covered Person, a Covered Family, or such other defined unit as agreed upon between You and Us in writing.

DEDUCTIBLE. The amount of Covered Expenses You must pay before Aggregate Stop Loss Insurance and / or Specific Stop Loss Insurance benefits become reimbursable. The Deductible(s) is / are shown on the Application issued to You. See also:

1. Annual Aggregate Deductible, and
2. Specific Deductible, and
3. Specific Family Deductible.

ELIGIBLE. Eligible under the Employee Benefit Plan.

EMPLOYEE BENEFIT PLAN. The medical benefits You have agreed to provide under a plan of benefits for Your Eligible employees and their Eligible dependents, whether or not it is subject to the Employee Retirement Income Security Act of 1974, as is or as may be amended.

EXPERIMENTAL AND INVESTIGATIVE. A drug, device or medical treatment or procedure is Experimental or Investigative:

1. If the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished, or
2. If reliable evidence shows that the drug, device or medical treatment or procedure is the subject of ongoing Phase I, II or III clinical trials or under study to determine its:
   a. Maximum tolerated dose, or
   b. Toxicity, or
   c. Safety, or
   d. Efficacy, or
   e. Efficacy as compared with the standard means of treatment or diagnosis, or
3. If reliable evidence shows that the consensus among experts regarding the drug, device or medical treatment or procedure is that further studies or clinical trials are necessary to determine its:
   a. Maximum tolerated dose, or
   b. Toxicity, or
   c. Safety, or
   d. Efficacy, or
   e. Efficacy as compared with the standard means of treatment or diagnosis.

Reliable evidence shall mean:

1. Only published reports and articles in the authoritative peer reviewed medical and scientific literature, or
2. The written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device or medical treatment or procedure, or
3. The written informed consent used by the treating facility or by another facility studying substantially the same drug, device or medical treatment or procedure.

INCURRED. The date on which medical care or a service or supply is provided to a Covered Person for Plan Benefits under the Employee Benefit Plan for which a charge results.

LARGE CLAIM DISCLOSURE. You, with the assistance of Your Plan Supervisor, agree to disclose to us any known or potential shock losses. Shock Losses are:

1. Injuries, and
2. Illnesses, and
3. Diseases, and
4. Diagnoses, and
5. Any condition listed on the Trigger Diagnosis list, and
6. Other losses of the type, which are reasonably expected or are likely to result in significant medical expense or liability.

LOSS LIMIT. The maximum amount of Covered Expenses Incurred by each Covered Person (or Covered Family), which can be used to satisfy the Annual Aggregate Deductible. This amount is shown in the Application. The maximum allowable amount of Covered Expenses by a Covered Person who has been assigned a Separate Individual Specific Deductible will be the specified amount as shown under the Loss Limit on the Application, regardless of that Covered Person's Separate Individual Specific Deductible.

MEDICALLY NECESSARY. A procedure, treatment, service, supply, equipment, drug or medicine that is:

1. Deemed appropriate, essential and is recommended for the diagnosis or treatment of the Covered Person's symptoms by a licensed physician, dentist or other medical practitioner who is practicing within the scope of his or her license and specialty or primary area of practice, and
2. Within the scope, duration and intensity of that level of care which is required to provide safe, adequate and appropriate diagnosis or treatment, and
3. Prescribed in accordance with the generally accepted, current professional medical practice and is not considered Experimental or Investigative.

MINIMUM ANNUAL AGGREGATE DEDUCTIBLE. For each Contract Period, the number of Contract Months times the Monthly Aggregate Factor times the number of Covered Units. Covered Units shall be based on the first month's enrollment or the quoted enrollment whichever is greater. The Minimum Annual Aggregate Deductible as shown on the Application is based on the quoted enrollment and it is subject to change if the first month's enrollment is greater.

MONTHLY AGGREGATE DEDUCTIBLE. The Monthly Aggregate Deductible is determined for each Contract Month by multiplying the number of Covered Units for that month by the applicable Monthly Aggregate Factor(s) shown on the Application.

MONTHLY AGGREGATE FACTOR. The amount specified in the Application.

MONTHLY SPECIFIC PREMIUM RATES. The amounts specified in the Application.

NET PAID CLAIMS. The sum of Covered Expenses Paid during the Policy Year by You less the sum of all amounts paid by You that exceeds the Loss Limit of any Covered Person(s).

ORIGINAL EFFECTIVE DATE. The first day of the Contract Period of Your initial Stop Loss Policy with Us subject to any Run-In Period as shown on the Application. If coverage has not been continuous with Us, then the Original Effective Date shall be the first day of the most recent continuous coverage.

PAY, PAID, PAYMENT. Charges that, as of the dates shown in the Contract Basis, are:

1. Covered and payable under your Employee Benefit Plan, and
2. Have been adjudicated and approved, and
3. A check or draft for remuneration is issued and deposited in the U.S. Mail, or other similar conveyance or is otherwise delivered to the payee, and
4. Sufficient funds are on deposit the date the check or draft is issued.

Our reimbursements will not be made until all of these conditions are satisfied. Checks or drafts that are returned to the payor unpaid for any reason will not be considered Paid.

PLAN BENEFITS. The medical expense benefits to which Covered Persons become entitled under the Employee Benefit Plan during the Policy Year which are:

1. Incurred after the effective date of this Policy or the first date of the Run-In Period, and
2. Incurred while this Policy is in-force, and
3. Paid during the Policy Year or before the end of the Run-Out Period.

Plan Benefits do not include:

1. Deductibles, or
2. Co-insurance amounts, or
3. Interest, or

4. Expenses, or
5. The amounts of any PPO discounts, network or negotiated discounts, or any other reductions to billed charges, whether or not they were actually deducted, and
6. Claims paid under an Employee Benefit Plan's discretionary clause or similar provision that would not otherwise be payable under the terms and conditions of the Employee Benefit Plan, and
7. Claims that are not covered under the terms and conditions of the Employee Benefit Plan or that are reimbursable from any other source.

An Employee Benefit Plan expense is incurred at the time the service is rendered or the supply is provided.

PLAN DOCUMENT. The written document evidencing Your Employee Benefit Plan including any amendments. You will provide Us with a copy of Your Plan Document that is in effect as of the Policy effective date. Amendments are subject to Article VI, Item A and Article VII, Item A.3.a and B of this Policy. We will provide written confirmation of receipt of this Plan Document. The Plan Document does not waive of any provisions of this Policy.

PLAN SUPERVISOR (TPA). The person or entity selected by the Plan Sponsor and approved by Us to perform administrative services for the Employee Benefit Plan, including payment of claims.

POLICY YEAR. The period beginning on the effective date and ending on the expiration date as shown on the face page of this Policy, or the actual period of time during which the Policy is in force if the Policy terminates prior to the expiration date.

POLICYHOLDER. Employer, Insured, You, Your or Plan Sponsor.

REASONABLE AND CUSTOMARY CHARGE. Charges for medical expenses, including but not limited to, physician services, hospital supplies, hospital bed rates, drugs, ancillary services and durable medical equipment usually made by such providers in the same geographical area using nationally and regionally adjusted data.

RUN-IN PERIOD. The period of time as defined under the Contract Basis on the Application during which claims for Plan Benefits may be Incurred provided they are Paid during the Contract Period.

RUN-OUT PERIOD. The period of time as defined under the Contract Basis on the Application during which claims for Plan Benefits may be Paid provided they were Incurred during the Contract Period.

SPECIFIC CONTRACT PERIOD REIMBURSEMENT MAXIMUM. The maximum amount of Covered Expenses We will reimburse You in each Contract Period for any one Covered Person (or Covered Family). This amount shall not exceed the amount shown as the Specific Contract Period Reimbursement Maximum on Your Application, or any maximum benefit amount or limit defined in Your Employee Benefit Plan, whichever is less.

SPECIFIC DEDUCTIBLE. If a Specific Deductible is shown on the Application, this is the amount of Covered Expenses that must be Paid by the Employee Benefit Plan for any Covered Person before Specific Stop Loss Insurance benefits are reimbursable under the Policy. It applies separately for each Policy Year and will be determined annually by Us.

SPECIFIC FAMILY DEDUCTIBLE. If a Specific Deductible is shown on the Application per a Covered Family, this is the amount of Covered Expenses which must be Paid by the Employee Benefit Plan for any Covered Family member or combination of Covered Family members before Specific Stop Loss Insurance benefits are reimbursable under the Policy. It applies separately for each Policy Year and will be determined annually by Us.

SPECIFIC PERCENTAGE REIMBURSABLE. The percentage of Covered Expenses to be reimbursed that were Paid under the Employee Benefit Plan in excess of the Specific Deductible.

ARTICLE II. SPECIFIC STOP LOSS INSURANCE

A. Subject to the terms, conditions and limitations of this Policy, We will reimburse You for Covered Expenses Paid in excess of the Specific Deductible (or Specific Family Deductible).

B. We will not reimburse you for any amounts after the Specific Contract Period Reimbursement Maximum has been reached.

C. We will not reimburse You for Plan Benefits Incurred after the Policy's expiration date.

D. If the Policy terminates before the expiration date, Plan Benefits paid after the date of termination will not be eligible for reimbursement.

E. Plan Benefits Paid by You which have been reimbursed by Us under Your Aggregate Stop Loss Insurance or by another insurance company or reinsurance company will not be used to:

1. Satisfy the Specific Deductible (or the Specific Family Deductible), or
2. Compute Specific Stop Loss Insurance benefits payable to You.

F. The Monthly Specific Premium Rates shown on the Application apply only to the Policy Year shown therein. New Monthly Specific Premium Rates will be furnished for each new Policy Year and will be shown on a new Application provided for each Policy Year.

ARTICLE III. AGGREGATE STOP LOSS INSURANCE

A. Subject to the terms, conditions and limitations of this Policy, We will reimburse You for Eligible Covered Expenses Paid, less:

1. The Annual Aggregate Deductible or the Minimum Annual Aggregate Deductible, whichever is greater, and
2. Specific Stop Loss reimbursements due or paid to You, and
3. Any amounts paid by you that exceeds the Loss Limit for any Covered Person (or Covered Family).

B. We will not reimburse you for any amounts after the Aggregate Contract Period Reimbursement Maximum has been reached.

C. We will not reimburse You for Plan Benefits Incurred after the Policy's expiration date.

D. If the Policy terminates before the expiration date, any Plan Benefits paid after the date of termination will not be eligible for reimbursement.

E. Plan Benefits Paid by You which have been reimbursed by Us under Your Specific Stop Loss Insurance, by another insurance company or reinsurance company will not be used to:

1. Satisfy the Annual Aggregate Deductible or the Minimum Annual Aggregate Deductible, or
2. Compute the Aggregate Stop Loss Insurance benefits payable to You.

F. Plan Benefits Paid by You which exceed the Specific Contract Period Reimbursement Maximum for Specific Stop Loss Insurance as shown on the Application will not be used to:

1. Satisfy the Annual Aggregate Deductible or Minimum Annual Aggregate Deductible, or
2. Compute the Aggregate Stop Loss Insurance benefits payable to You.

G. Reimbursement for Aggregate Stop Loss Insurance for any Covered Person (or Covered Family) will be limited to an amount not to exceed the Specific Deductible (or Specific Family Deductible) or the Loss Limit, whichever is less, as set forth in the Application.

H. The Monthly Aggregate Factor(s) shown on the Application apply only to the Policy Year shown therein. New Monthly Aggregate Factors will be furnished for each new Policy Year and will be shown on a new Application provided for each Policy Year.

I. The Monthly Aggregate Deductible cannot be reduced by more than 10% per month if the number of Covered Persons decreases for any reason. If any Covered Persons are absent from work due to a strike, lockout, or work stoppage during any Contract Month, the number of Covered Persons will remain at the same level as for the Contract Month preceding the disruption.

ARTICLE IV. CLAIMS UNDER THE POLICY

A. Specific Claims

1. We will reimburse You for Specific Stop Loss Insurance, subject to the terms, conditions and limitations of this Policy, only after We receive a request for reimbursement with complete claim information.

2. The following documentation is required to file a Specific Stop Loss claim:

   a. *Specific Claim Notification / Initial Filing form*, and
   b. A copy of the employee's enrollment card, including the employee's hire date and the original effective date, and
   c. A copy of the Plan Supervisor's claim form if the claim is for a dependent, and
   d. Complete details regarding eligibility, and if applicable, information regarding work status, pre-existing / HIPAA documentation, subrogation, Coordination of Benefits, provider discounts and COBRA, including a copy of the COBRA election form and COBRA payment verification for all months, and
   e. Copies of *Explanations of Benefits* attached to the corresponding itemized bills, and
   f. Check copies, if not part of an *Explanation of Benefits*, and
   g. Completion of the *Specific Supplemental Claim Request* portion of the claim form if applicable, and
   h. Miscellaneous information as applicable, including but not limited to:
      i. Complete accident details, including how, when and where an accident may have occurred, and
      ii. Police reports for motor vehicle accidents or for services for which a law enforcement agency is involved, and
      iii. A *Subrogation and Right of Recovery Reimbursement Agreement* if charges were Incurred as a result of a third party liability, and
      iv. Coordination of benefits documentation, and
      v. PPO discount / repricing sheets, and
      vi. *Large Case Management Reports*, and
   i. Other documentation We may request.

3. LATE CLAIMS: Any claim that is either submitted, or that remains incomplete, more than 90 days after the last date for which Plan Benefits can be reimbursed under the terms of

the Policy will be denied, whether or not the delay has prejudiced Us. Your or Your Plan Supervisor's failure to file a complete claim in a timely manner may result in an adjustment of Our reimbursement to You to reflect any savings We could have obtained had a timely claim filing taken place pursuant to this provision.

4. 50% NOTIFICATION: You or Your Plan Supervisor must give notice to Us when the total amount of Plan Benefits Paid by You on a Covered Person equals or exceeds 50% of the Specific Deductible, or has the potential to exceed 50% of the Specific Deductible. Your failure to give prompt notice may result in an adjustment of Our reimbursement to You, if any, to reflect any savings We could have obtained had a prompt 50% Notification been given.

B. Aggregate Claims

1. We will reimburse You for Aggregate Stop Loss Insurance, subject to the terms, conditions and limitations of this Policy, only after We receive a request for reimbursement with Complete Claim History.

2. The following documentation is required to file an Aggregate Stop Loss claim:

   a. Completed *Year End Aggregate Claim Form*, and
   b. *Paid Claims Analysis report* indicating claimant's name, Incurred date, charged amount, Paid amount and Paid date, and
   c. Eligibility listing which identifies birth date, effective date, termination date and coverage type, and
   d. Proof of funding to include bank statements and/or deposit slips, and
   e. *Void & Refund report*, and
   f. *Benefit / Service Code report*, and
   g. *Aggregate Report* (Monthly Loss Summary Reports), and
   h. *Specific Report* showing which claimants have exceeded the Specific Deductible or Loss Limit, and
   i. Listing of payments made outside the Aggregate Stop Loss Insurance (i.e. Dental, Weekly Income, Vision, PPO fees capitated and, PCS Administrative Fees), and
   j. Check Register, and
   k. Outstanding overpayment and subrogation log, and
   l. Prescription invoices if Prescriptions are covered under the Aggregate Stop Loss Insurance, and
   m. Other documentation We may request.

   We may also request this information the month following the expiration date of the Policy to review for retroactive adjustments.

3. Any reimbursement payable by Us to You, under this article, will be paid after the end of the Contract Period, unless otherwise endorsed.

4. CLAIM FILING: You must file a request for reimbursement with Us on Our customary Notice / Proof of Loss form within 90 days after the end of the time specified for payment of claims under this Policy. Your failure to file a claim within 90 days will result in claim denial, whether or not the delay has prejudiced Us.

5. DETERMINATION OF THE ULTIMATE AGGREGATE CLAIM: You must submit a Proof of Loss within 90 days of the end of the Policy Year or Run-Out Period, whichever is later, showing the amount of all Plan Benefits Eligible under the Employee Benefit Plan and this Policy which You have Paid. These shall be compared to the greater of the Annual Aggregate Deductible or the Minimum Annual Aggregate Deductible. If the amount of Net Paid Claims eligible under this policy is greater than the appropriate Annual Aggregate Deductible, We will reimburse You for the amount of the excess.

C. All Claims

1. REIMBURSEMENT OF CLAIMS: Prior to making any reimbursement, We have the right to review each claim submitted to Us to determine if You are entitled to any reimbursement under this Policy. This review may include, but is not limited to, an on-site audit or requests for additional documentation. You warrant that You have Paid the providers of Plan Benefits for which reimbursement is sought.

2. SETTLEMENT OF PLAN CLAIMS: We have no duty or obligation to settle or adjust any claims for Plan Benefits filed under Your Employee Benefit Plan.

3. RIGHT OF RECOVERY. If You are entitled to recover from any party Plan Benefits Paid under the Employee Benefit Plan, such amounts cannot be used to satisfy either the Specific and / or Aggregate Deductibles. We also will not reimburse You for any Plan Benefit recovered from any party. If We have reimbursed You for all or part of a Plan Benefit and You recover any part of the Plan Benefit from any party, You must repay Us to the extent of Our reimbursement regardless of whether the policy is still in-force on the date of the recovery. You must reimburse Us first, and in full, before You receive any benefit of the recovery. We retain the right to employ our own independent counsel and You assign to us Your rights and the Employee Benefit Plan's rights to the extent of Our reimbursement(s) to You.

   In the event that You reimburse Us in the matter where Our designated counsel is not involved, Your repayment may be reduced by the reasonable and necessary expenses incurred in recovering from the third party.

   If You fail to reimburse Us for a valid claim for a Covered Expense against a third party, and We are required to reimburse You for such a Covered Expense, We shall be subrogated to Your rights to pursue the claim.

   Any amount We recover shall first be used to pay Our expenses of collection and then apply towards any amount that We reimbursed You under the policy. Any remaining amount will be paid to You.

   You are required to provide Us with such information as We request in order to protect Our right to reimbursement.

4. CLAIMS ELIGIBLE UNDER TWO CONTRACTS. If a claim for reimbursement can be filed under two different policy years, it must be filed under the earlier policy year.

ARTICLE V. LIMITATIONS OF COVERAGE

A. This Policy is between You and Us. No other party has any rights under this Policy.

B. Coverage for Plan Benefits Incurred for an employee who is not actively at work as a result of sickness, accidental bodily injury, maternity, military service, personal reasons, lay-off, strike, or any other leave of absence (either before or after the effective date of the Policy), or the employee's covered dependent(s), unless the employee or dependent(s) are receiving continuation benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, shall be limited to the length of time specified in the Plan Document.

C. All Plan Benefits Incurred outside the United States of America will be excluded from coverage unless:

1. The service(s) would have been a Covered Expense if the service(s) had been provided in the United States, and
2. The Covered Person is not covered by any other country's national health care program or any employer's foreign voluntary compensation coverage.

ARTICLE VI. EXCLUSIONS

WE will not reimburse YOU for:

A. Plan Benefits covered by amendments to the Employee Benefit Plan that were incurred prior to Our written approval of such amendments.

B. Plan Benefits that are covered under any Coordination of Benefits provision. We may elect to reduce or deny any reimbursement which may be payable to You, to the extent that a payment may be made by another insurer, another Employee Benefit Plan or any other party, to either the Employee Benefit Plan or Covered Person. This provision is applicable irrespective of how such payment is characterized and whether or not payment has actually been made for any or all of the Covered Person's losses.

C. Plan Benefits paid for any surgery, prescription drugs, device, or procedure, which is defined as Experimental or Investigative and any complications or other expenses arising thereto.

D. Plan Benefits Incurred by or on behalf of an employee or dependent of an employee of any affiliated or subsidiary company not included in the Application, unless added by Policy endorsement.

ARTICLE VII. GENERAL PROVISIONS

A. CHANGES AND TERMINATIONS OF THE POLICY

1. Your Policy may be changed at any time with Our written consent.

2. Only an officer of The Company has the authority to alter this Policy, or to waive any of Our rights or requirements, and then only by written endorsement.

3. We reserve the right to change any Specific or Aggregate Premium Rates and Monthly Aggregate Factors with written notice to You as to the extent and effective date of the change at any time during Your Policy Year if:

a. Your Employee Benefit Plan is changed, or
b. The number of Covered Units Eligible under Your Policy:
   i. Drops below 15, or
   ii. Increases or decreases by 15% from the number of Covered Units on the first day of the Contract Period, or
   iii. Increases or decreases by 10% in any Contract Month from the prior Contract Month.
c. If we have agreed to reduce the Monthly Aggregate Factors, the Minimum Annual Aggregate Deductible and / or the Monthly Specific Premium Rates in consideration of Your agreement to implement a Cost Containment Program, we may recalculate in accordance with Our normal practice, the Monthly Aggregate Factors, the Minimum Annual Aggregate Deductible and / or the Monthly Specific Premium Rates if you have not followed the procedures relating to the Cost Containment Program as defined in Our agreement.
d. Upon the enactment of any law, regulation or amendment thereto, by any state or jurisdiction, which affects our liability under this Policy, and in Our judgment, requires such a change.

4. You may terminate the Policy by giving Us not less than 31 days written notice.

5. We may terminate this Policy prior to the end of a Contract Period by giving you 31 days written notice if You fail to comply with any provision of the Policy.

6. We may terminate this Policy at the end of the Contract Period by giving You 31 days written notice of such termination.

7. All insurance provided hereunder to You will automatically terminate:

   a. At the beginning of any Contract Month for which any premium for either Specific or Aggregate Stop Loss Insurance has not been paid in full by the end of the grace period, or
   b. On the date You fail to Pay claims promptly or make funds available to Pay claims promptly as required by this Policy, or
   c. On the date Your agreement with Your Plan Supervisor is terminated, or
   d. On the date You change Your Plan Supervisor before obtaining Our written consent for a successor Plan Supervisor, or
   e. On the date Your Employee Benefit Plan terminates or ceases to accept newly Incurred claims, whichever is earlier, or on the date You obtain other coverage for Your Employee Benefit Plan participants, or
   f. On the date You terminate the Policy for any reason prior to the end of the Contract Period. In this event, We will not be liable for any Plan Benefits Paid after the termination date, or
   g. At the end of the Contract Period unless You accept in writing Our terms for renewal of the Stop Loss Insurance before the end of the Contract Period, or
   h. On the expiration date of this Policy.

B. AMENDMENTS TO THE PLAN: You must give Us at least 31 days written notice of any proposed amendments to Your Employee Benefit Plan. No amendment to Your Employee Benefit Plan will be binding on Us until We have approved the amendment in writing.

C. ARBITRATION: Any controversy or dispute, involving Us that arises out of or relates to this Policy, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. This provision shall survive the termination of this Policy.

D. ASSIGNMENT: You may not assign any of Your rights under this Policy without Our prior written consent.

E. CLERICAL ERROR: Our obligations under this Policy will not be expanded by any clerical error whether by You or Us in creating or maintaining records or calculating rates, factors, premiums, deductibles or claims pertaining to this Policy. A clerical error is a mistake in performing a clerical function, such as typing, but does not include intentional acts or the failure to comply with the provisions of the Employee Benefit Plan or Policy.

F. CONCEALMENT OR MISREPRESENTATION: This Policy is issued based upon Our understanding that You, Your Plan Supervisor and your agent or broker have provided to Us a Complete Claims History. The Policy will be void if We find that You, your Plan Supervisor and your agent or broker have concealed or misrepresented any material fact or circumstance concerning this coverage or the Employee Benefit Plan's Complete Claims History, whether intentional or not. Our liability will be limited to return of the premium paid by You after deducting the amount of the reimbursements made by Us to You prior to the date of termination. If the amount of reimbursements paid to You exceeds the premium paid to Us, You will pay Us the difference. If We find that You, Your Plan Supervisor, your agent or broker have not provided to Us a Complete Claims History, We may, at Our option, either rescind the policy or re-underwrite coverages under this Policy, using all claims data available to Us.

G. CONFORMITY WITH STATE AND FEDERAL LAW: Any provision of this Policy, which, on its effective date, is in conflict with the laws of the state of jurisdiction or which is mandated by Federal law, is hereby amended to conform to the minimum requirements of said laws.

H. COST CONTAINMENT PROGRAM: We have the right to participate, at Our option and expense, in any savings or Cost Containment Program that You have in place. If no such program exists, We have the right to retain the services of a third party to implement a Cost Containment Program.

I. DISCLAIMER: We act only as an insurer to You. We are not a fiduciary or a party in interest to the Employee Benefit Plan or any participant. We do not assume any duty to perform any of the functions of, or to provide any of the reports required by, You by the Employee Retirement Income Security Act of 1974, as amended or any other applicable state or federal law. We assume no responsibility or obligation for the administration of Your Employee Benefit Plan or Your acts. We reserve the right to determine amounts payable under this Policy without regards to such acts.

J. ENDORSEMENTS: Any endorsements attached or subsequently issued by us shall become a part of this Policy.

K. ENTIRE AGREEMENT: This Policy and any attached endorsements, Your attached Application and your Plan Document are the entire agreement between You and Us. We have relied upon the underwriting information (including Complete Claims History and the Plan Document) provided by You in issuing this Policy and You represent such information is complete and accurate. Should We later learn such information was incomplete or incorrect, We have the right to modify the Policy as of the effective date to reflect the complete or correct information or to terminate the Policy.

L. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS: You agree to indemnify, defend and hold Us harmless from any liability, including but not limited to, interest, penalties, attorney fees, extra contractual, exemplary or punitive damages ("expenses") arising from or relating to:

1. Any negligence, error, omission, defalcation or intentional acts by your Plan Supervisor, or

2. Any dispute involving Covered Person(s), former Covered Person(s), or any person(s) claiming entitlement to benefits under the Employee Benefit Plan, or

3. Any taxes We are assessed with respect to funds paid to or by You under Your Employee Benefit Plan, except any taxes or amounts paid to Us as premiums for this Policy.

We will promptly notify You upon discovery of matters to which Your obligations under this provision apply. We have the right to participate in the defense at Our expense. Without limiting the foregoing, if You fail to defend timely, We have the right, but not the duty, to defend and to compromise or settle the claim or other matters on Your behalf, for Your account and at Your risk.

M. INSOLVENCY: In the event of Your insolvency or bankruptcy, subject to the terms, conditions and limitations of this policy, We may pay to Your receiver, trustee, liquidator or legal successor amounts otherwise payable under this Policy. We will make such payments only if You have Paid all required premiums and have complied with Your obligations under this Policy. Nothing in this section shall increase Our liability beyond that which would have existed had You not become insolvent or bankrupt.

N. LEGAL ACTION: No legal action can be brought to recover under this Policy:

1. Until 60 days after the date a reimbursement claim is submitted, or

2. Two years after the date a reimbursement claim is required to be furnished. You shall notify Us in writing within 10 days after receipt of any objection, notice of legal action or complaint regarding Your handling of a claim.

O. NOTICE: Notice under this Policy will be given to You through Your Plan Supervisor and will be deemed to have been received by You.

P. OFFSET: We may offset payments due to You under this Policy against claims overpayments, cost containment charges and premiums due and unpaid.

Q. PAYMENT OF PREMIUMS:

1. Each premium is payable to HCC Life Insurance Company, P.O. Box 402032, Atlanta, GA 30384-2032 or such other place as We designate in writing.

2. Specific Stop Loss Insurance premiums are due on the first day of each calendar month, regardless of the effective date of the Policy. If the effective date is other than the first day of a calendar month, the first month's premium will be pro-rated.

3. Aggregate Stop Loss Premium(s) are due monthly or are payable in advance for the Policy Year, as stated in Your Application.

4. A grace period of thirty-one (31) days is allowed for the payment of each premium after the first premium. If the premium is not paid during the grace period, the Policy will terminate without further notice as of the premium due date.

5. If we terminate this Policy for non-payment of premium, application may be made for reinstatement.

   All outstanding premiums, including the current month's premium, must be remitted within 10 days of the end of the grace period.

   Payment of premiums shall not guarantee reinstatement of the Policy. We reserve the right to conduct a diligent review of the Complete Claims History and re-underwrite the Policy as We deem necessary as part of the terms for reinstatement.

   If the Policy is terminated more than one time during a Policy Year for non-payment, no requests for reinstatement will be granted.

6. In no event, will more than three (3) months of retroactive credit be granted for any clerical error(s) in the remittance of any premium.

R. POLICY NON-PARTICIPATING: This Policy is non-participating and does not entitle You to share in Our earnings.

S. RECORDS: You and / or Your Plan Supervisor will maintain such records as may be required by Us for this Policy and will make them available to us upon Our request. These records may include, but are not limited to, the Complete Claims History. We may audit Your records relating to this Policy and the claims filed under the Employee Benefit Plan at any time during the Policy Year and for two years after the expiration date of such Policy. Your records will include records held by You or by Your Plan Supervisor. As a result of any audit, We may readjust your Monthly Specific Premium Rates, Monthly Aggregate Factors, premiums, deductibles or expenses as may be necessary to reflect Our original intent in underwriting this Policy.

T. RENEWAL: Unless terminated for any of the reason(s) described in this Policy, Your insurance will be renewed for another Policy Year if You accept Our renewal terms. We will not change rates more than once in any Policy Year, except as allowed under the Changes and Termination Provisions in Article VII.

We reserve the right to change the renewal premium rates and Monthly Aggregate Factors for the new Contract Period if the average monthly payments made by You for Plan Benefits during the last two months of the current Policy Year vary by more than 30% from the average of the monthly payments made for Plan Benefits during the previous ten (10) Contract Months.

We will not offer a renewal if We are no longer doing business with Your Plan Supervisor.

U. SUBSIDIARIES AND AFFILIATED COMPANIES: You must notify Us in the event You acquire a subsidiary or affiliated company that will be included under Your Employee Benefit Plan. If You do acquire a subsidiary or affiliated company that will be included under Your Employee Benefit Plan, You must disclose certain claims information on the acquired subsidiary as a whole and / or on persons whose coverage You will be assuming under Your Employee Benefit Plan. Failure to do so will subject benefits under this Policy to certain limitations, as described under the ENTIRE AGREEMENT provision of this Article.

Acquisition of a subsidiary or affiliated company that will be included under Your Employee Benefit Plan may affect Your Monthly Specific Premium Rates and/or Monthly Aggregate Factors, as described in the CHANGES AND TERMINATIONS provision of this Article.

You must notify Us in the event You cede or dissolve a subsidiary or affiliated company that was included under your Employee Benefit Plan. Failure to do so may subject this Policy to termination or may affect Your Monthly Specific Premium Rates and/or Monthly Aggregate Factors as described in the CHANGES AND TERMINATIONS provision of this Article.

V. TAXES: You shall hold Us harmless from any taxes, which may be assessed against Us with respect to Your Employee Benefit Plan or with respect to claims for Covered Expenses paid under the Policy, and You shall reimburse Us for such taxes, if any, as determined by Us.

W. YOUR DESIGNATED PLAN SUPERVISOR (YOUR TPA). We agree to recognize Your Plan Supervisor as Your agent and attorney-in-fact for the administration of Your Employee Benefit Plan. You agree that:

1. Your Plan Supervisor is Your agent and attorney-in-fact, and is not Our agent. You authorize Your Plan Supervisor to act in Your name, place and stead for purposes of this Policy, to include submission of proofs of loss, certifying the Payment of Plan Benefits, transmitting reports and payments of premiums to Us and receiving reimbursements from Us. Payments sent by Us to Your Plan Supervisor are payments to You. Premium payments by You through Your Plan Supervisor will be payments to Us only to the extent We actually receive them.

2. You or Your Plan Supervisor is responsible for administering Your Employee Benefit Plan, preparing reports as required by Us and keeping and making available to Us such data as We may require.

3. You or Your Plan Supervisor will perform such duties and keep such records as are required for You to comply with this Policy.

4. You will pay Your Plan Supervisor for all administrative functions performed in relation to this Policy.

5. We reserve the right to cease doing business with Your Plan Supervisor.

STOP LOSS INSURANCE
HCC LIFE INSURANCE COMPANY
Three Town Park Commons, 225 TownPark Drive, Suite 350
Kennesaw, Georgia 30144 (800 447-0460)
APPLICATION

1. Full Legal Name of Applicant and Address
City of Gautier
3330 Hwy 90
Gautier, MS 39553
Telephone No.: (228)497-8017

2. Applicant is a (check one):
☒ Corporation ☐ Labor Union ☐ Trust
☐ Association ☐ PEO
☐ Partnership ☐ MEWA
Other:

3. Contract Period: **Effective Date: 10/01/2012** **Expiration Date: 09/30/2013**

4. Full Legal Name of Affiliates, Subsidiaries and other major locations to be included in coverage:

Address of Affiliates or Subsidiaries: ☐ None ☐ See attached listing

5. Nature of Business of the Applicant to be Insured:
Government

6. Key Contact Person at Applicant:

7. Enter full name of the Employee Benefit Plan(s): **City of Gautier Employee Health Benefit Plan**
A signed copy of such Employee Benefit Plan(s) must be attached and will form part of this contract.

8. Name and Address of Plan Supervisor:
Fox-Everett, Inc. P.O. Box 6012 Ridgeland, MS 39158-601

9. Agent of Record: **Fox-Everett Insurance**

10. Estimated Initial Enrollment: **Single: 49 Family: 59 Total Covered Units: 108**

11. Retirees Covered: ☐ Yes ☒ No

12. The Utilization Review vendor will be: **American Health Holding, Inc.**

13. Deposit Premium (Minimum of first month's estimated premium): $ 13,957.56
Please review the deposit premium on the Monthly Premium Accounting Worksheet.

14. **SPECIFIC STOP LOSS INSURANCE:** ☒ Yes ☐ No

A. Covered Expenses Paid under the Employee Benefit Plan for the following Plan Benefits are covered for Specific Stop Loss Insurance (not included unless checked):
☒ Medical ☒ Prescription Drug Card ☐ Prescription Drugs Under Medical ☐ Other:

B. Specific Deductible in each Contract Period per Covered Person: **$65,000**

C. Contract Basis: **12/15**
Covered Expenses Incurred from 10/01/2012 through 09/30/2013, and Paid from 10/01/2012 through 12/31/2013.

D. Unlimited Specific Lifetime Reimbursement Maximum per Covered Person
Specific Contract Period Reimbursement Maximum per Covered Person: **$1,935,000**

E. Separate Individual Specific Deductible: **None**

F. Monthly Specific Premium Rates:
Single: $64.83 Family: $166.71

G. Specific Percentage Reimbursable **100%**

H. Specific Terminal Liability Option: ☐ Yes ☒ No
Specific Terminal Liability Option premium per Covered Person per month:

Applicant's Initials: _____

15. **AGGREGATE STOP LOSS INSURANCE:** ☒ Yes ☐ No

A. Covered Expenses Paid under the Employee Benefit Plan for the following Plan Benefits are covered for Aggregate Stop Loss Insurance (not included unless checked):
☒ Medical ☐ Dental ☐ Weekly Income ☐ Vision ☒ Prescription Drug Card ☐ Prescription Drugs under Medical ☐ Other:

B. Minimum Annual Aggregate Deductible: **$855,338.76**
(Subject to the Definition of Minimum Annual Aggregate Deductible in the Policy)

C. Contract Basis: **12/15**
Covered Expenses Incurred from 10/01/2012 through 09/30/2013, and Paid from 10/01/2012 through 12/31/2013.
Run-in limit: N/A

D. Aggregate Contract Period Reimbursement Maximum: **$1,000,000**

E. Monthly Aggregate Factors:

Monthly Factors	Combined	Medical	Dental	Weekly Income	Vision	Prescription Drugs
Single	**$361.46**					
Family	**$907.91**					

F. Aggregate Percentage Reimbursable **100%**

G. Loss Limit: **$65,000**
For the purposes of Aggregate Stop Loss Insurance, the Loss Limit is the maximum amount of Covered Expenses Incurred by each Covered Person, which can be used to satisfy the Annual Aggregate Deductible.

H. Monthly Deductible Advance Reimbursement Option: ☐ Yes ☒ No

I. Aggregate Terminal Liability Option: ☐ Yes ☒ No

J. Aggregate Premium:
1. ☐ Annual Premium payable in advance for Contract Period:
2. ☒ Monthly Premium rate per Covered Unit: **$ 6.75**
3. ☐ Monthly Deductible Advance Reimbursement premium per Covered Unit per month:
4. ☐ Aggregate Terminal Liability Option premium per Covered Unit per month:

Applicant's Initials: _____

SPECIAL RISK LIMITATIONS are stated on the Addendum to Application (if applicable).

It is understood and agreed by the Applicant that:

1. The Applicant is financially sound, with sufficient capital and cash flow to accept the risks inherent in a "self-funded" health care plan, and
2. The Plan Supervisor retained by the Applicant will be considered the Applicant's Agent, and not the Company's Agent, and
3. All documentation requested by the Company must be received within 90 days of the Policy effective date, and is subject to approval by the Company and may require adjustment of rates, factors, and / or Special Limitations to accommodate for abnormal risks, and
4. The Stop Loss Insurance applied for herein will not become effective until accepted by the Company, and
5. Premiums are not considered paid until the premium check is received by the Company, is paid according to the rates set forth in the Application, and all items required to issue the Policy have been returned to the Company. Premiums are subject to refund should any outstanding policy requirement not be met within 90 days of the Policy's effective date, and
6. This Application will be attached to and made a part of the Policy issued by the Company, and
7. The Employee Benefit Plan(s) attached shall be the basis of any Stop Loss Insurance provided by the Company and such Employee Benefit Plan(s) conforms with all applicable State and Federal statutes, and
8. Any reimbursement under the Stop Loss Insurance provided by the Company shall be based on Covered Expenses Paid by the Applicant in accordance with the Employee Benefit Plan(s) attached hereto, and
9. After diligent and complete review, the representations made in this Application, the disclosures made, and all of the information provided for underwriters to evaluate the risk, are true and complete.

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Full Legal Name of Applicant: City of Gautier

Applicant's Federal Tax I.D. Number: 640732369

Dated at Gautier, MS this 27 day of September, 2012.

Samantha D. Abell Samantha D. Abell
Officer / Partner Signature (print name)

Licensed Agent Signature (print name)

For HCC Life Insurance Company Office Use Only: ACCEPTANCE

Accepted on behalf of the Company this 8 day of January, 2013.

By: Jay Patel Title: Senior Vice President

Policy No.: HCL17106

STOP LOSS INSURANCE
HCC LIFE INSURANCE COMPANY
ADDENDUM TO APPLICATION

Full Legal Name of Applicant: City of Gautier

Effective Date: 10/01/2012

SPECIAL RISK LIMITATIONS:

This coverage includes a separate fee of $2.00 to fund part of the taxes levied on HCC Life from the Mississippi Comprehensive Health Insurance Risk Pool Association. These costs are collected as a separate fee and forwarded to the association when assessments are levied.

Samantha D. Bell
Officer/Partner Signature

Dave Moore
Licensed Agent Signature

[7031989]

WASTEWATER SERVICE CONTRACT

Between

MISSISSIPPI GULF COAST REGIONAL WASTEWATER AUTHORITY

and

JACKSON COUNTY, MISSISSIPPI

THIS CONTRACT, made and entered into as of the 5th day January, 1981, by and between MISSISSIPPI GULF COAST REGIONAL WASTEWATER AUTHORITY (hereinafter called "Authority"), a public body corporate and politic created and existing under and by virtue of the Mississippi Gulf Coast Regional Wastewater Authority Act (hereinafter called "Act"), and Jackson County, Mississippi (hereinafter called "Public Agency"), a political subdivision duly created, organized and existing under and by virtue of the laws of the State of Mississippi;

W I T N E S S E T H :

WHEREAS, the Act authorizes the Authority to plan, develop, finance, acquire, construct, maintain and operate Treatment Facilities (as hereinafter defined) in the counties of Hancock, Harrison and Jackson, Mississippi and the political subdivisions thereof to cause and assist in compliance with the standards of water quality established by the Mississippi Air and Water Pollution Control Law and the Federal Water Pollution Control Act;

WHEREAS, the Public Agency owns and operates Collection Facilities (as hereinafter defined) and in connection therewith provides for the treatment of its Wastewater (as hereinafter defined);

WHEREAS, the Authority is planning and developing, and intends to finance the acquisition and construction of, the Treatment System (as hereinafter defined) for the purpose of receiving and treating Wastewater; and

WHEREAS, in order to realize the benefits contemplated by the Act, the Public Agency wishes to enter into this contract;

NOW THEREFORE, in consideration of the mutual promises herein contained and subject to the provisions of the Act, the parties hereto agree as follows:

"State" means the State of Mississippi. #98.

"Treatment Facilities" means Treatment Plants and any related Trunk Lines. #99 #100

"Treatment Plants" means any plants, structures, facilities and other real and personal property used or useful in the treating, neutralizing, stabilizing or disposing of Wastewater, including, without limiting the generality of the foregoing, plants, disposal fields and lagoons and any other real and personal property and rights therein necessary or useful or convenient for the purposes of the Authority in connection therewith. #101 #102 #103 #104 #105 #106 #107

"Treatment Program" means the program described in Report No. 5, Task VII, dated Setpember, 1980, prepared by CH_2M Hill and entitled "Authority Activation Plan", as the same has heretofore and may hereafter be amended by the Authority from time to time. #108 #109 #(10 #110

"Treatment System" means all of the Treatment Facilities and all other facilities from time to time acquired, constructed or used by the Authority in connection with the Treatment Program, including all renewals, replacements, repairs, modifications, improvements, additions, extensions and betterments thereto. #111 #112 #113 #114 #115

"Trunk Lines" means trunk sewers and other structures and facilities used or useful in the conducting of Wastewater from collection facilities to Treatment Plants, including, without limiting the generality of the foregoing, conduits, pipelines, mains, pumping and ventilating stations and any other real and personal property and rights therein necessary or useful or convenient for the purposes of the Authority in connection therewith. #116 #118 #119 #120 #121 #122 #123

"Wastewater" means water containing sewage, industrial wastes, oil field wastes and all other liquid, gaseous, solid, radioactive or other substances which may pollute or tend to pollute any waters of the State. #128 #129 #130 #131

2. Purpose of Contract It is hereby recognized and declared that, in accordance with the provisions of the Act, the Authority will establish the Treatment Program for the effective treatment and disposal of Wastewater (to be received from any Person contracting with the Authority therefor) to cause compliance with the standards of water quality established by the Mississippi Air and Water Pollution Control Law and the Federal Water Pollution Control Act. Toward that end, and subject to the terms of this contract, the Authority will acquire, construct, finance, operate and maintain the Treatment System and the Public Agency will deliver to the Authority all of the Public Agency's Wastewater for treatment and disposal in the Treatment System. It is recognized by the parties hereto that the Treatment System will be acquired and upgraded in stages and that #133 #134 #135 #136 #137 #139 #140 #141 #142 #143 #144 #146 #147

reasonably beyond the control of the Authority, such as (without limiting the generality of the foregoing) acts of God, strikes, labor disputes, accidents, laws of the United States or the State, regulations or orders of governmental agencies, judicial decrees, inability to obtain or install equipment, inability to provide necessary financing, inability to secure labor, inclement weather or acts or neglect of the Public Agency or its agents or employees. Notwithstanding the foregoing, the Public Agency shall remain liable at all times for the payments established under this contract whether or not the acquisition or construction of the Treatment System is completed.

4. Operation of Treatment System (a) As soon as practicable after completion of acquisition and construction of the Treatment System, the Authority and the Public Agency shall take such action as is required to permit the Treatment System to receive, treat and dispose of Wastewater delivered to the Treatment System by the Public Agency in accordance with the terms of this contract, and thereafter the Authority will operate and maintain the Treatment System so as to receive, treat and dispose of such Wastewater in accordance with the terms of this contract.

(b) The Authority shall not be liable for damages or breach of contract when and to the extent that availability, use or services of the Treatment System is interrupted, curtailed, reduced, suspended or interfered with or the performance of any other obligation hereunder is prevented by circumstances reasonably beyond the control of the Authority, such as (without limiting the generality of the foregoing), acts of God, strikes, labor disputes, accidents, laws of the United States or the State, regulations or orders of governmental agencies, judicial decrees, inability to obtain or install equipment, inability to provide necessary financing, inability to secure labor, inclement weather or acts or neglect of the Public Agency or its agents or employees. Notwithstanding the foregoing, the Public Agency shall remain liable at all times for the payments established under this contract whether or not the Treatment System is operable or operating and notwithstanding any suspension, interruption, interference, reduction or curtailment of the availability, use or services of the Treatment System.

(c) The Authority will furnish treatment services hereunder to the Public Agency continuously so far as reasonable diligence will permit, but the Authority may interrupt, curtail or otherwise interfere with such service to the Public Agency in the course of installation, operation or maintenance of any component of the Treatment System, or for the purpose of safeguarding life or property, or otherwise, and in such event the Authority shall not be liable for damages or breach of contract.

(d) Subject to the provisions of subsections (b) and (c) of this Section 4, the Authority shall immediately reimburse the Public

pay a penalty for each occurrence where excessive flow or quality #308
levels of the Wastewater upset the treatment process to the extent #309
that effluent standards are exceeded; or (iv) any combination of the #310,
foregoing. #(311

(d) After causing its Collection Facilities to be connected #313
to the Treatment System, the Public Agency shall keep its Collection #314,
Facilities connected with the Treatment System and will not expand #316
its Service Area without the prior written approval of the #317
Authority. Only Wastewater collected in the Public Agency's #318
Collection Facilities shall be discharged into the Treatment System. #319

6. Amounts Payable by Public Agency (a) Each month the #321
Public Agency shall pay to the Authority for the treatment and dis- #322
posal of Wastewater hereunder the Contract Sum. The "Contract Sum" #323
shall be the monthly charge from time to time imposed by the #324
Authority on the Public Agency and shall be determined by multiplying #325
(i) the Authority's estimate of the volume of Wastewater to be dis- #326
charged into the Treatment System by the Public Agency in such month, #327
by (ii) the Contract Rate. The "Contract Rate" shall be the rate or #328
rates established from time to time by the Authority which will pro- #329
vide revenues which are sufficient, but only sufficient, to meet the #330
estimated revenue requirements of the Authority, which revenue #331,
requirements shall, to the extent that other revenues of the #333
Authority have not been actually applied to meet such requirements, #334
consist of: #335

(i) the amounts required under the Bond Resolution #337
to be paid or deposited into any fund or account estab- #338
lished by the Bond Resolution for the payment of Debt #339
Service on the Bonds; #340

(ii) the amounts required under the Bond Resolution #342,
to be paid or deposited into any other fund or account #344
established by the Bond Resolution; #345

(iii) the amounts required to pay the costs of operat- #347
ing and maintaining the Treatment System; #348

(iv) the amounts required to pay the costs of the #350
Authority's administration, general overhead and planning #351
associated with the Treatment System; #352

(v) the amounts required to meet all costs and #354
expenses of the Authority not covered in clauses (i) #355
through (iv) above which are incurred in connection with #356,
the Treatment System; and #(357

(vi) additional amounts, if any, which must be #359
realized by the Authority in order to meet the requirements #360
of any rate covenant with respect to coverage of Debt #361

Agency of its obligations hereunder, and, for each month or portion thereof which lapses during such discontinuance, the Public Agency shall become liable to the Authority for an amount equal to the last Contract Sum paid in full by the Public Agency. #419, #421 #422 #423

(b) At the end of each Fiscal Year, the Authority shall compare the Authority's estimate for such year of the volume of Wastewater to be discharged into the Treatment System by the Public Agency with the amounts actually discharged by the Public Agency (based upon the Authority's metering at each connection point). If the Authority's estimate exceeded the actual amounts discharged, the Authority shall, after giving effect to any appropriate revisions in the Contract Rate, credit to the Public Agency, in equal sums in each of the 12 months of the next succeeding Fiscal Year, the amount of the Contracts Sums overpaid by the Public Agency. If the actual amounts discharged by the Public Agency exceeded the Authority's estimate, the Authority shall, after giving effect to any appropriate revisions in the Contract Rate, notify the Public Agency of the amount of the Contract Sums due and owing the Authority and the Public Agency shall pay such amount to the Authority in equal sums in each of the 12 months of the succeeding Fiscal Year. #425 #426, #428 #429 #430, #432 #433 #434, #436 #437, #439 #440 #441 #442 #443, #(444

8. Nature and Sources of Payments. (a) The Public Agency's obligation hereunder to pay to the Authority the amounts required hereunder when due shall be joint and several with the obligations of all other Persons similarly contracting with the Authority to pay their respective amounts when due; and, whenever any other Person shall default in the payment to the Authority of its respective payment or payments required under a contract similar to this contract, the Authority shall adjust the Contract Rate (taking into consideration the remaining Persons who are similarly contracting with the Authority and who are not in similar default) so as to increase the Public Agency's Contract Sum or Sums by a proportional amount. #446 #447 #448 #449 #450, #452 #453 #454 #455 #456 #457 #(457

(b) The Public Agency is unconditionally obligated to pay to the Authority the Contract Sums when due whether or not use or services of the Treatment System are rendered by the Authority, and whether or not the Treatment System is completed, operable or operating, and notwithstanding the suspension, interruption, interference, reduction or curtailment of the use or services of the Treatment System. #459 #460, #(461 #462 #463 #464 #(464

(c) The Contract Sums required hereunder to be paid to the Authority by the Public Agency shall be derived from (i) rates charged by the Public Agency for the use of its Collection Facilities, (ii) levies of the Special Ad Valorem Tax, or (iii) a combination of the foregoing. #466 #467 #468 #469 #(469

(d) The Public Agency hereby covenants and agrees that (i) it will at all times levy and collect the Special Ad Valorem Tax #471 #472

10. Authority's Annual Budget. The Authority shall hold a public meeting prior to its adoption of any annual budget or amended annual budget. Notice of the time and place of such hearing, together with a copy of the proposed budget to be considered at such hearing, shall be sent to the Public Agency at least 10 days prior to the date fixed for the hearing. An authorized representative of the Public Agency may appear at such public hearing and present any objection which the Public Agency may have to the adoption of such annual budget or amended annual budget.

11. Rules and Regulations. The Public Agency shall comply with such reasonable rules and regulations as may from time to time be adopted by the Authority, and the Public Agency, to the extent practicable, shall assist the Authority in causing others to comply with such rules and regulations. The Authority shall hold a public meeting prior to its adoption of any rules and reguations or amendments thereto. Notice of the time and place of such hearing, together with a copy of the proposed rules and regulations or amendments thereto to be considered at such hearing, shall be sent to the Public Agency at least 10 days prior to the date fixed for the hearing. An authorized representative of the Public Agency may appear at such public hearing and present any objection which the Public Agency may have to the adoption of such rules and regulations or amendments thereto.

12. Competing Systems. So long as any Bonds are outstanding, the Public Agency shall not construct, grant, franchise or license a Treatment Facility, without the prior written consent of the Authority. The Authority may give such consent only if the Authority shall first determine that (a) it is not economically feasible for the Authority to provide the desired treatment and disposal of the related Wastewater, and (b) the construction or operation of such Treatment Facility by the Public Agency or any other Person will not materially adversely affect the security afforded by the provisions of this contract for the payment of the principal, interest and premium, if any, on any Bonds as they respectively become due.

13. Rights of Access; Information. (a) Duly authorized representatives of the Public Agency shall be permitted to enter the Authority's premises at all reasonable times to inspect the Treatment System and the Authority's books and records relating thereto.

(b) Duly authorized representatives of the Authority shall be permitted to enter the Public Agency's premises at all reasonable times to inspect the Public Agency's Collection Facilities and its books and records relating thereto.

(c) The Public Agency shall, upon request, furnish to the Authority such information, certificates, engineering and other reports, financial statements, opinions of counsel and other documents as shall be reasonably necessary in connection with any

Chapter X (entitled "Treatment Plant Acquisition Price") of Report No. 5, Task VII, dated September, 1980, prepared by CH_2M Hill (entitled "Authority Activation Plan"), and shall be subject to verification of the financial data used in Table X-3 of said Report No. 5. The form of the transaction by which the Authority will acquire such Treatment Plant shall be subject to the outstanding debt instruments, if any, of the Public Agency relating to such Treatment Plant. The Authority and the Public Agency agree to negotiate as expeditiously as possible an appropriate sale agreement, lease agreement or other suitable agreement to deliver control of such Treatment Plant to the Authority.

19. Severability. If any provision of this contract shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this contract and this contract shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

20. Remedies. If permitted by law, this contract shall be specifically enforceable by either party hereto.

21. Entirety. This contract merges and supercedes all prior negotiations, representations, and agreements (other than that certain contract, dated October 6, 1980, by and between the Authority and the Public Agency) between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

22. Term of Contract. This contract shall become effective as of January 31, 1981 and shall continue in effect for 99 years from said date.

AGREEMENT

WHEREAS, on January 5, 1981, the Mississippi Gulf Coast Regional Wastewater Authority (hereinafter called "Authority"), and Jackson County, Mississippi (hereinafter called "County"), entered a Wastewater Service Contract whereby the Authority would establish a treatment program for the effective treatment and disposal of wastewater from the County to cause compliance with the standards of water quality established by the Mississippi Air and Water Pollution Control Law, and the Federal Water Pollution Control Act; and

WHEREAS, said Wastewater Service Contract requires that the County deliver to the Authority all of its wastewater for treatment and disposal in the treatment system; and

WHEREAS, the interim Gulf Coast Regional Management Commission (predecessor of the Authority), County and Gautier Utility District of Jackson County, Mississippi (hereinafter called "Utility District") did enter a certain Memorandum Agreement, a copy of which is attached hereto, setting forth a schedule of duties and responsibilities of the parties hereto with respect to construction of a sewerage collection system and treatment plant to service the Gautier area, which Memorandum Agreement was duly assumed by the Authority on November 11, 1980; and

WHEREAS, said Wastewater Service Contract between the County and Authority dated January 5, 1981 provides that the County and Authority define the precise boundaries of the "Service Area", as that term is used in said Wastewater Service Contract; and

to the Wastewater Service Contract entered between said parties on January 5, 1981;

4. The County acknowledges its obligation to levy the Special Ad Valorem Tax, as defined in said Wastewater Service Contract, in whatever amount is necessary from time to time so that the proceeds of the Special Ad Valorem Tax, together with other amounts legally available to the County therefor (including revenues derived by the County from the operation of its collection facilities), will at all times be sufficient to pay the Authority when due the Contract Sum and all other amounts due pursuant to the terms of said Wastewater Service Contract;

5. The Authority, County and Utility District hereby agree that the Service Area, as defined in the Wastewater Service Contract between the Authority and County dated January 5, 1981, insofar as the area proposed to be served by the sewerage collection system to be constructed for servicing the Gautier area as described in the said Memorandum Agreement shall include that area described in the resolution of the Board of Supervisors of Jackson County, Mississippi adopted on July 3, 1973 creating the Gautier Utility District of Jackson County, Mississippi;

6. This Agreement is supplemental to and in furtherance of the purposes set forth in the Wastewater Service Contract entered between the County and Authority on January 5, 1981 and the Memorandum Agreement between the Authority, County and Utility District attached hereto, and the provisions

[illegible]

It is the intention of the undersigned, [illegible] Coast Regional Management Commission, Board of Supervisors Jackson County, Mississippi Gautier Utility District to complete 201 planning requirements (Step 1) and to obtain EPA grant funds to assist in the preparation of construction plans and specifications for the independent Gautier regional area (Step 2). Pursuant to said objective, the hereinafter set out schedule of duties, responsibilities and mutual grants of authority are hereby expressly agreed to and provided by the parties hereto:

GAUTIER WASTEWATER PROJECT

(Whenever "treatment plant system" used, includes all aspects of interface with collection system)

	Role of Commission/ Authority	Purpose and Remarks
General Plan (201, Step 1)	Review	Advise, comments on adequacy, completness.
Design Grant Application (201, Step 2)	Approval	Insure, at least, that treatment plant system is segregated from collection system in terms of scope and funding.
Design Contract (201, Step 2) Contract Work Scope	Approval	Treatment plant System: design objectives, design criteria, specifications and documentation requirements; that project is scheduled with 25%, 75% milestones identified in detail, together with cost estimates.
	Comment, Advise	Collection system: Same as above

MEGEHEE, BROWN, WILLIAMS & MESTAYER
(A PROFESSIONAL ASSOCIATION)
ATTORNEYS AT LAW
3112 CANTY STREET
P. O. BOX 787
PASCAGOULA, MISSISSIPPI 39567
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LOUIS H. WATSON
JOHN M. RINARD
LARRY A. SMITH
MICHAEL J. MCELHANEY, JR.

ROBERT W. WILKINSON

JACKSON OFFICE:
203 RIVERHILL TOWER
1575 LAKELAND DRIVE
JACKSON, MS 39216
(601) 981-7411

March 21, 1986

Mr. Steve Geddes
Mississippi Gulf Coast Regional
Wastewater Authority
636 Delmas Avenue
Pascagoula, Mississippi 39567

RE: Amendment to Agreement with Gautier Utility District

Dear Mr. Geddes:

The Gautier Utility District, at its meeting on March 20, 1986, took up the proposed Amendment to an Agreement that you submitted to it, a copy of which is attached hereto. The Board of Commissioners of the GUD stated that they can not agree to paragraph 3(e) of the Amendment as submitted. Gautier Utility District does agree to pay the operation and maintenance expense for the lift pumps throughout the District, which pumps will be used when your new wastewater treatment facility is completed; however, the District will not accept the expense of operation and maintenance of the treatment plants which should be the expense of the Wastewater Authority the same as it was for Seacliffe and other facilities in the County that were taken over by the Authority. These treatment plants need only repairs to keep them operating until the new wastewater facility is on line and no major expenditures should be required since the systems will be abandoned when the new facility is operational. The language used in the Seacliffe Amendment is satisfactory to the Gautier Utility District as to the treatment plants. Paragraph 3(e), however, will have to be re-worked and re-submitted for further consideration.

Sincerely,

GAUTIER UTILITY DISTRICT OF
JACKSON COUNTY, MISSISSIPPI

BY: _____
CARL A. MEGEHEE, Its Attorney

CAM/jtp

cc: Commissioners, Gautier Utility District
Mr. Pat Watts, Attorney for Wastewater Authority

1) Pump Station off Holiday Dr. (Northwood Hills);
1) Treatment Plant off Auburn Dr. (College Park);
1) Treatment Plant off Indigo (DeLaForest);
1) Treatment Plant on Jr. College campus (MS Gulf Coast Jr. College District).

(All Sewage Collection Lines excluded)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed by their duly authorized officers, on this the _____ day of June, A.D., 1986.

MISSISSIPPI GULF COAST REGIONAL WASTEWATER AUTHORITY

BY: _____
CHAIRMAN, Board of Commissioners

(SEAL)

ATTEST:

BY: _____
Secretary, Board of Commissioners

GAUTIER UTILITY DISTRICT OF JACKSON COUNTY, MISSISSIPPI

BY: _____
GORDON L. ELLINGSON, Chairman
Board of Commissioners

(SEAL)

BY: _____
KENNETH O. SMITH, Secretary
Board of Commissioners

OPERATING AGREEMENT

BETWEEN

MISSISSIPPI GULF COAST REGIONAL WASTEWATER AUTHORITY

AND

GAUTIER UTILITY DISTRICT, JACKSON COUNTY, MISSISSIPPI

THIS AGREEMENT, made and entered into as of the 28th day of August, 1985, by and between the MISSISSIPPI GULF COAST REGIONAL WASTEWATER AUTHORITY (hereinafter called "Authority"), a public body corporate and politic created and existing under and by virtue of the Mississippi Gulf Coast Regional Wastewater Authority Act (hereinafter called "Act"), and GAUTIER UTILITY DISTRICT, JACKSON COUNTY, MISSISSIPPI, (hereinafter called "Public Agency").

W I T N E S S E T H :

WHEREAS, pursuant to the provisions of the Act, the Authority and the Public Agency entered into a Wastewater Service Contract dated the 5th day of January, 1981 (the "Wastewater Service Contract"), which Public Agency hereby recognizes and is bound by all of the terms thereof; and

"Treatment Plant" means the sewerage treatment facility or plant owned or controlled by the Public Agency and located on the real property described in Exhibit "A", including all furniture, fixtures, equipment, inventory and other personal property utilized in the operation of said treatment facility which is more fully described in separate inventory document dated _____ and approved by _____ on behalf of the Public Agency and by _____ on behalf of the Authority.

2. Term of Agreement. This Agreement shall be effective as of the day and year first above written and shall remain in full force and effect until such time as the Authority acquires ownership of the Public Agency's wastewater treatment plant(s) or such time as the plant is removed from service and abandoned.

3. Operation and Maintenance of Treatment Plant.

(a) The Authority hereby agrees to operate and maintain, or to provide for the operation and maintenance of, the Treatment Plant for the term of this Agreement in accordance with, and subject to, the terms and provisions of this Agreement.

(b) The Public Agency hereby grants to the Authority the sole and exclusive right to operate and maintain, or to

time any additions, modifications or improvements to the Treatment Plant and the Premises that do not adversely affect the structural integrity of the Treatment Plant and which the Authority determines are advantageous or necessary for the Treatment Plant to comply with all applicable Federal and State Laws and Regulations. All such additions, modifications and improvements so made by the Authority shall become a part of the Treatment Plant and the Premises; provided, that any real or personal property, machinery, equipment, furniture or fixtures installed by the Authority as part of the Treatment Plant and the Premises without expense to the Public Agency may be removed by the Authority at any time and from time to time; and provided further, that any damage to the Treatment Plant and the Premises occasioned by such removal shall be repaired by the Authority at its own expense. The Authority will not permit any mechanics' or other liens to be established or remain against the Treatment Plant and the Premises for labor or materials furnished in connection with any additions, modifications, improvements, repairs, renewals or replacements made by it; provided, that the Authority may in good faith contest any mechanics' or other liens filed or established against the Treatment Plant and the Premises, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless that by nonpayment any part of the Treatment Plant or the Premises will be materially endangered, or the Treatment Plant or the

(i) All-risk insurance on the insurable portions of the Treatment Plant of the type and kind and for such amount or amounts as carried and maintained by municipalities or utility companies privately owned and operated, rendering services of a similar character in similar communities.

(ii) Public Liability Insurance relating to the operation of the Treatment Plant with limits of not less than $100,000 for one person and $300,000 for more than one person involved in one accident to protect against claims for bodily injury and/or death and not less than $10,000 from claims for damage to property of others which may arise from the operation of the Treatment Plant; and

(iii) Vehicular Public Liability Insurance for all vehicles used by the Authority in the operation of the Treatment Plant with limits of not less than $100,000 for one person and $300,000 for more than one person involved in an accident to protect against claims for bodily injury and/or death, and not less than $10,000 against claims for damage to property of

agreements by or on behalf of and other provisions for the benefit of the Authority or the Public Agency contained herein shall bind and shall inure to the benefit of such successors and shall bind and shall inure to the benefit of any officer, board, district, commission, authority, agent, or instrumentality to whom or to which there shall be transferred by or in accordance with law any powers, duty or function of the Authority or the Public Agency respectively, or of its successor, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements, or other provisions hereof.

(b) Neither party to this Agreement may assign any interest herein to any person without the consent of the other party hereto and the terms of this Agreement shall inure to the benefit of and be binding upon the respective successors of each party hereto. Nothing herein contained, however, shall be construed as preventing the reorganization of either party hereto nor as preventing any other body corporate and politic succeeding to the rights, privileges, powers, immunities, liabilities, disabilities, functions and duties of either party hereto, as may be authorized by law in the absence of any prejudicial impairment of any obligation of contract hereby imposed.

for the purpose of the Authority's taking control of the Public Agency's Treatment Plant(s) for a period of time prior to the completion of the Authority's Wastewater Facilities Construction Program in Gautier.

It is specifically understood and agreed that the Public Agency shall have the benefit of all terms and conditions of said Wastewater Service Contract and that both parties hereto remain bound thereby; that in the event the Authority should hereafter enter a Wastewater Service Contract with any county or municipality to discharge wastewater into the Treatment System on a regular basis, which contract contains terms different than those set forth in the Wastewater Service Contract between Public Agency and Authority dated January 5, 1981, or as same may be amended by agreement of the parties, then Public Agency may be entitled to claim the benefit of any terms of such later Wastewater Service Contracts which are more favorable to it than the terms and provisions of the Wastewater Service Contract between Public Agency and Authority; and finally, that should the Authority cease to do business prior to the termination of this Operating Agreement, Public Agency shall be entitled to immediately regain possession and control of its treatment plant(s) and facilities.

STATE OF MISSISSIPPI
COUNTY OF JACKSON

AFFIDAVIT OF EMERGENCY ON OPERATION OF
SEWAGE SYSTEMS BY GAUTIER UTILITY DISTRICT

THIS DAY, PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, GORDON L. ELLINGSON, Chairman of GAUTIER UTILITY DISTRICT OF JACKSON COUNTY, MSISISSIPPI, who on oath states that at the meeting of the District held on March 20, 1986, the Board of Commissioners authorized O.M.I. to check and inspect the existing sewage systems recently taken over by the District and to rebuild such systems as needed; and that these systems have become inoperable since March 20, 1986 and it became necessary to have the work performed immediately, which condition and lack of operability of the systems created an emergency situation insofar as maintaining the health and welfare of the citizens of the District; that Scoggins Welding and Machine Shop, Inc. on March 23, 1986, presented a quotation to the District for rebuilding certain pumps in the sewage systems, which quotation came to the amount of $23,302.48, plus tax if applicable, a copy of which quotation being attached hereto; and that in compliance with Section 31-7-13 of the Mississippi Code of 1972, the Board of Commissioners authorized such repair work to be done immediately on an emergency basis for the District on all pumps that could not be repaired by the employees of the District with payment to be made for the pumps repaired for the prices quoted on such pumps, with the total bill not to exceed the quotation, but which bill should be much less since not all pumps will be repaired.

Gordon L. Ellingson
GORDON L. ELLINGSON

SWORN TO AND SUBSCRIBED BEFORE ME, this the 7th day of April, A.D., 1986.

CARL A. MEGEHEE, NOTARY PUBLIC
JACKSON COUNTY MISSISSIPPI
MY COMMISSION EXPIRES JULY 14, 1988

Carl A. Megehee
NOTARY PUBLIC

(SEAL)

OFFICE OF THE BOARD ATTORNEY

BOARD OF SUPERVISORS
JACKSON COUNTY, MISSISSIPPI

PAULA S. YANCEY
Board Attorney

GARY S. EVANS
Special Counsel

KATHY BLACKWELL PARKER
Special Counsel

KENDALL S. SMITH
Special Counsel

3102 Canty Street
Pascagoula, Mississippi 39567

Mailing Address
Post Office Box 998
Pascagoula, MS 39568-0998

Telephone: (228) 769-3371
Facsimile: (228) 769-3119

March 22, 2011

Mayor Tommy Fortenberry
City of Gautier
3330 W. Highway 90
Gautier, MS 39553

Re: Interlocal Governmental Agreement - Road Improvement Projects Within the Municipality

Dear Mayor Fortenberry:

Enclosed is the above referenced Interlocal Governmental Agreement. Please execute and return the original Agreement along with a certified copy of your minutes or resolution approving same.

Thank you.

Sincerely,

Sawyer B. Gillmer

Sawyer B. Gillmer
Legal Assistant

/sbg

Enclosure

County shall pay the invoices from a special account maintained by County for the City's Road Projects. Upon expenditure of the funding provided by City, the County shall not be liable for any additional amounts for the Road Projects.

These provisions are effective upon approval of this Interlocal Agreement by the Attorney General.

(iii) The County shall maintain sufficient documentation to substantiate that the funds are being expended exclusively for the Projects contemplated under this agreement, and in accordance with the statutes of the State of Mississippi. The County shall furnish to the City a detailed account of all expenditures and funds received under this agreement, and may request other information, if needed and for cause shown, regarding the use and expenditures of such funds.

(iv) The City shall be solely responsible for the Projects and County's sole participation will be that stated herein.

[e] AMENDMENT. This Agreement may be amended by either entity upon joint, written agreement of both entities, and the amendment shall be spread upon the minutes of both entities and forwarded to the Attorney General of the State of Mississippi for approval prior to enactment of these amendments.

[f] APPROVAL OF AGREEMENT. This Agreement must be ratified and approved by the respective governing authorities prior to initiation, and this Agreement is expressly subject to the approval by the Attorney General of the State of Mississippi as required by Section 17-13-11, Mississippi Code of 1972, Annotated.

[g] RATIFICATION BY GOVERNING AUTHORITIES. This agreement is subject to ratification by the new governing authorities of the City of Gautier or Jackson County, Mississippi in the event the term of said contract extends beyond any term of office of the Mayor and City Council of the City of Gautier or the Board of Supervisors of Jackson County, Mississippi.

IN WITNESS WHEREOF, the parties hereto have caused the execution and delivery of this Agreement on this the 21st day of March, 2011.

JACKSON COUNTY, MISSISSIPPI
BOARD OF SUPERVISORS

By: _____
President

ATTEST:

By: _____
Clerk of the Board

CHANCERY CLERK (SEAL) JACKSON COUNTY, MS.

CITY OF GAUTIER, MISSISSIPPI

By: _____
Mayor

ATTEST:

By: _____
Deputy City Clerk

Orrell Street	2242	18	4484	406.9		3	$39,065
Penton Street	939	14	1461	132.6		3	$12,725
Periwinkle (Dolphin to Plumaria)	290	21	676.7	61.41		1	$5,895
Pike Cove	228	18	456	41.38		1	$3,973
Ridgecrest Drive	559	24	1491	135.3	1491	4	$18,949
River Oaks	2553	20	5673	514.9		3	$49,426
Robalo	465	24	1240	112.5		1	$10,803
Robert Hiram Drive	3250	18	6500	589.9		1	$56,628
Roxanne Street	1235	15	2058	186.8		5	$17,932
Roys Road	3265	18	6530	592.6		5	$56,889
San Jaun	320	21	746.7	67.76		1	$6,505
San Lorenzo	849	24	2264	205.5	2264	2	$28,780
Santa Cruz	2477	16	4404	399.6		1	$38,364
Santa Maria	244	20	542.2	49.21		1	$4,724
Seacrest Cove	150	18	300	27.23		1	$2,614
Sioux Bayou	1195	24	3187	289.2	3187	4	$40,509
South Haven (Chestwood to East)	700	24	1867	169.4	1867	2	$23,729
St. Ann Street	2278	15	3797	344.5		5	$33,077
Susan Circle	1660	16	2951	267.8		5	$25,710
Suter Road	2279	16	4052	367.7		3	$35,297
Swetman Beach	1236	16	2197	199.4		1	$19,143
Tradewinds	4505	17	8509	772.2		1	$74,134
Venice Court	385	24	1027	93.17	1027	1	$13,051
Wesleyan	730	16	1298	117.8		1	$11,306
West Park Drive	2276	24	6069	550.8	6069	2	$77,153
Westgate PWway (1711 to end)	1900	24	5067	459.8	5067	4	$64,407
Windward Drive (Sea Bass to Sea Bass)	1275	18	2550	231.4		1	$22,216
Windward Drive (Anemone to Barbados)	712	18	1424	129.2		1	$12,406
Woodside	711	24	1896	172.1	1896	2	$24,102

$2,235,044

t= 1.5 in
Asphalt $96 /ton

Jackson-George Regional Library System

Administration
3214 Pascagoula Street
Pascagoula, MS 39567

PHONE • 228-769-3227
FAX • 228-769-3146

WWW.JGRLS.ORG

May 31, 2012

Tommy Fortenberry
Mayor
City of Gautier
3330 U.S. Hwy 90
Gautier, MS 39553

Re: Renewal of Jackson-George Regional Library Contract

Mayor Fortenberry,

In 2009 the City of Gautier approved a contract for the Jackson-George Regional Library System that contained an automatic renewal clause. This contract automatically renews annually and it will automatically renew again on October 1, 2012. If you have any proposed changes, please send them prior to August 20, 2012 to Stacie Zorn, Board Attorney, at Heidelberg, Steinberger, Colmer & Burrow, P.A., P.O. Box 1407, Pascagoula, MS 39568.

Thank you for your attention to this matter.

Sincerely,

Carol Hewlett
Director
Jackson-George Regional Library System

CH/cw

cc: Stacie Zorn
Board Attorney
Bruce Grimes, Chairman
Jackson-George Regional Library Board
Samantha Abell
City Manager
Robert Ramsay
City Attorney

System and the duties of each. As such, this Contract shall supersede all other contracts, written or implied, and shall be the controlling document for the System..

III. SERVICE AREA

The service area for the Jackson-George Regional Library System shall be the respective counties together with all municipalities located therein. The service area is further defined as all unincorporated areas lying within Jackson and George County, whether or not such areas are serviced by a branch library.

IV. CRITERIA FOR PARTICIPATION BY GOVERNING BODIES AND BOARDS

Each of the governing bodies signatory to this Contract shall be required to contribute the equivalent of one (1) mill toward the operation and maintenance of libraries in their respective county or municipal jurisdiction, with each governing body being given credit for costs of utilities, insurance and maintenance of the library buildings which that governing body may be obligated to provide to the Regional Library System under a separate contract with the Mississippi Library Commission, or other party. It is the intention of this agreement to require each governing body to make a minimum contribution to the Jackson-George Regional Library System, although most governing bodies may already be making a contribution in excess of that minimum. The governing bodies acknowledge that counties may levy a four (4) mill tax for this purpose and cities may levy a three (3) mill tax for this purpose.

Governing bodies presently responsible for maintenance and upkeep of buildings and equipment within the existing System shall continue to provide such services. Unanticipated maintenance expenses up to the amount of $1,000.00 shall be the responsibility of the System and such expenses shall be paid upon approval of the Board. Unanticipated maintenance expenses in excess of $1,000.00 shall be considered a capital outlay and shall be the responsibility of the governing body responsible for the maintenance and upkeep of the building and/or equipment requiring such outlay.

All monies contributed to the System budget shall be administered by the Jackson-George Regional Library System Board of Trustees. The Board shall be charged with the duty of accounting for all funds expended within the System and shall report annually to the governing bodies concerning the expenditures of these funds.

All governing bodies and boards further acknowledge that the Jackson-George Regional Library System has been in existence for a number of years and that the Board has established policies and procedures for the operation of the System. All signatories to this Contract agree to be bound by the policies and procedures as established by the Board and in effect on the respective dates of ratification by the parties.

the System.

The Board shall maintain at all times a complete set of Minutes of all of its meetings for access by the public and by any of the signatories to this Contract. The Board shall also maintain complete sets of all Minutes furnished to it by the various advisory boards for access by the public and/or the signatories to this Contract. These Minutes shall not be included among the "circulating materials" in the Library. Use of the Minutes by the public and/or the signatories to this Contract will be restricted to use at the headquarters for the System in Pascagoula, Mississippi.

Upon request, the Boards will provide a copy of the Minutes to any of the governing bodies, with the governing body agreeing to pay the costs of photocopying the Minutes at a charge no greater than the charge made to the general public for making photocopies in the library, plus postage for mailing the requested copies.

The duties of the Board shall be those specifically set forth in §39-3-17(1) of the Mississippi Code and are enumerated herein as follows:

a. Adopt such by-laws, rules and regulations for their own guidance and for the government of the System as they deem expedient;
b. meet at least once in each quarter;
c. have the supervision, care and custody of all property of the Library, including the rooms or buildings constructed, leased or set apart therefor;
d. employ a library system director, prescribe his/her duties, fix his/her compensation, and remove him/her for cause;
e. employ, upon the recommendation of the library system director, such other staff as may be necessary and fix their compensation;
f. submit annually to the governing bodies a budget containing estimates for the ensuing year;
g. have exclusive control of the finances of the library system;
h. accept such gifts of money or property for library purposes as they deem expedient;
i. on recommendation of library system director purchase books, audio visual materials, periodicals, maps, equipment, insurance and supplies for the library system;
j. dispose of equipment and discarded library materials as provided in §19-7-5 of the Mississippi Code of 1972;
k. do all other acts necessary for the orderly and efficient management and control of the library system. But no expenditure made or contracted by the trustees shall be binding on any county or municipality so as to require any payment in excess of funds made available for library purposes under this article;
l. provide all advisory boards signatory to this contract with full and complete copies of Minutes of all Board meetings, policy manuals, budget information, circulation reports, and any other reports or materials used by the Board in setting the policy of the System.

At the close of each fiscal year, the Board shall make a report to the governing bodies, showing the condition of the trust during the year, the sums of money received for the library fund

d. Books and materials, including but not limited to, circulating and non-circulating materials, periodicals, magazines, books, audio visual supplies and tapes, government documents and any other library materials held for use by the general public;

e. Office supplies;

f. Art work and decorative items and materials that would not be classed as fixtures;

g. Any other tangible or intangible items not specifically delineated herein, but which would otherwise qualify as an asset, such as books of record, financial data, computer software, miscellaneous files, contingent claims, if any, card indexes and any other index used in the day-to-day operation of the libraries, records of accounts, accounts receivable, minutes and record books of the Board and all other advisory boards, personnel files and policy manuals and materials containing library policy statements, and any other tangible items located on the premises of each library within the System and readily identified as an asset of the System.

IX. CONTRACT REVIEW AND RENEWAL

This Contract shall be subjected to an annual review by the Board at its June meeting. The Board may, at that time, entertain any amendments that may be proposed by any of the signatories to this Contract. Should a majority of the Board approve an amendment, or if no amendment is requested, then the Contract shall be deemed automatically renewed as set forth hereinbelow. Should any amendments be approved by the Board at this time, then each signatory to the Contract agrees to act upon any proposed amendments within sixty (60) days after the amendment is voted upon by the Board. Proposed amendments shall be submitted to the Board no later than sixty (60) days prior to the June meeting. Amendments voted by the Board shall immediately be circulated to all signatories for action by their respective boards.

The Contract shall be deemed automatically renewed on an annual basis beginning October 1 of each year by all of the signatories to this Contract unless a written notice of non-renewal is mailed to the Board by any signatory choosing not to renew the Contract on or before ninety (90) days prior to the date of October 1 of each year. It shall be the duty of the Board to send notice of automatic renewal of the Contract to each of the signatories on an annual basis, with such notice to be mailed on or before June 1 of each year. It is understood, however, that this Contract is subject to ratification by the new governing authority of any of the signatories to this Contract in the event the term extends beyond any term of office of such governing authorities.

X. TERMINATION

Any party wishing to withdraw from the System shall give a minimum of ninety (90) days notice prior to the end of the fiscal year on September 30. Withdrawal or termination by an advisory board shall not be allowed unless authorized by the governing body responsible for the appointment of such board.

Should a governing body elect to withdraw from the System and in the event that such governing body does not desire to avail itself of the administrative or other services provided by the System, then in such event, any funds contributed to the System by such governing body, but not yet expended, shall be returned to the governing body for proper disposition.

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PTS
Solutions

Contract # 201048
and Exhibits

With

City of Gautier
Gautier, MS

May 27, 2010

REVISION 1

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PTS SOLUTIONS, INC.

Standard Terms and Conditions

This Agreement with an effective date of _____ 2010, between the City of Gautier, whose principal place of business is located at 3330 Hwy 90, Gautier, MS 39553 hereinafter called "Client", and Professional and Technical Software Solutions, Inc., hereinafter called "PTS", located at 100 Pine Street, Harrisonburg, LA 71340; hereby agree that the following terms and conditions shall govern the sale and licensing of hardware equipment and software. PTS Federal ID number is 72-1219144 and our D-U-N-S number is 85-949-4031.

1. This Agreement shall commence on the Effective Date and shall terminate upon completion of the Services set forth in this Agreement, Schedules, and the Statement of Work, as applicable, unless earlier terminated pursuant to this Agreement.

2. DESCRIPTION OF SERVICES: Beginning on the effective date of this agreement, PTS Solutions, Inc. (PTS) agrees to provide the services as detailed in the Statement of Work.

3. CHANGE ORDERS: A change order is a written agreement by one of the contracting parties to modify, add to, or otherwise alter the work from which it was originally agreed upon in the contract documents at the time of the opening of proposals. A change order is the only means to change the contract provisions after the award of the contract.

These changes might involve additions or deletions in the work, changes in the methods of implementation or manner the work is performed, changes in THE CLIENT'S furnished materials or facilities, or even changes in the contract time or order of work. Changes may be the result of PTS Solutions suggestions that are approved by the Client Project Manager. Some of the common causes for change order are as follows.

Change contract specifications that do not result in changes to contract cost or pricing
Failure by third party Vendors or Contractors to perform timely or properly
Change or addition of application interfaces
Application specifications
Improper configuration of hardware
Improper configuration of network or operating system software

When PTS Solutions has knowledge of an existing issue requiring a change order they will take such corrective actions as are within the scope of their authority. PTS Solutions will submit a written document within 20 days of the occurrence that precipitates the change with a detailed explanation for the Change Order. All Change Order proposals shall address both price validation and impact on performance schedule.

Upon receipt by the Client of any written Change Order, the CLIENT has 5 business days to respond to PTS Solutions, in writing, of the Client's acceptance or rejection of the Change Order.

Should the Client reject a change Order, the PTS Project Manager and Client Project Manager shall attempt to negotiate a mutually agreeable resolution to the issue(s) that led to the issuance of the Change Order. In the event the Client and PTS Solutions cannot reach a mutually agreeable resolution, the Client shall hold harmless PTS Solutions for any delays; increased costs, or unexpected variance in the performance of the system resulting from such rejection.

Change orders may not be used to accomplish major contract revisions that will result in redefining the scope of the project or substantially altering the cost of the project.

The Client will indemnify or hold harmless PTS Solutions for any delays, increase costs, or unexpected variance in the performance of the system resulting from rejection of a change order that would substantially effect altering the promised performance or functionality, or substantially increase the cost of the project to accomplish the stated purposes.

Any Change Order resulting in monetary changes to the contract require approval of the appropriate official, and may not be approved by the Client Project Manager unless he/she is so authorized by the Client. In no event shall the Client be held responsible for any work performed without an approved change order.

4. DELIVERY: All Products will be delivered F.O.B. Destination. PTS shall arrange shipment and insurance unless Client directs otherwise in writing. The Client assumes all risk of loss upon delivery of the products by the carrier.

5. TAXES: Prices to Client do not include taxes. Client shall pay all taxes of any nature, assessed upon or with respect to any products or services purchased from PTS Solutions, except for taxes imposed on the net income of PTS Solutions. Client shall provide to PTS Solutions any certificate of exemption or similar document required to exempt any transaction under these terms from sales tax, use tax or other tax liability.

6. INSURANCE AND WORKER'S COMPENSATION: PTS Solutions shall not commence any work in connection with this Statement of Work/ Contract until they have obtained all the following types of insurance and have met the requirements of workers compensation, nor shall PTS Solutions permit any subcontractor to commence work on any subcontract until all similar insurance and workers compensation required of the subcontractor has been obtained.

PTS Solutions will supply certificates of insurance and certified copies of all policies and endorsements if requested in writing to the Client Project Manager evidencing coverage is in effect prior to the commencement of performance of services hereunder. Such insurance coverage shall be maintained from the time PTS Solutions commences performance of services hereunder until the completion of such services. PTS solutions must be current and have met all workers compensation requirements throughout the implementation of the contract requirements. The Client shall be exempt from, and in no way liable for, any sum of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of PTS Solutions or its subcontractor(s) providing such insurance.

PTS Solutions agrees to indemnify, defend and hold harmless the Client and their authorized agents, officers, volunteers and employees against any and all claims whatsoever arising from this agreement and any costs or expenses incurred by the Client or PTS Solutions on any claim thereof. In order to accomplish the indemnification herein provided for, but without limiting PTS Solution's liability, PTS Solutions shall secure and maintain throughout the term of the contract the following types of insurance with minimum limits as shown:

* Automobile Liability Insurance - Coverage must include automobile liability insurance for owned, hired or non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars ($1,000,000.00) and shall list the Client as an additional insured.

* Commercial General Liability - The policy shall include contractual, completed operation coverage with a minimum of one million dollars ($1,000,000.00) per occurrence and shall list the Client as an additional insured.

7. REGULATIONS, PERMITS AND FEES: PTS Solutions certifies that they are in complete compliance with the Immigration Reform and Control Act (IRCA), and that PTS Solutions and all subcontractors will comply with all other applicable Federal, State, and Local laws and regulations while performing their responsibilities under this Contract.

PTS Solutions agrees to secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the project, including the filing of any necessary applications for radio frequency licenses required by the Federal Communications Commission.

8. ACCEPTANCE: Acceptance shall occur upon the successful completion of PTS's then standard procedures and diagnostic test programs as listed in the Acceptance Test Plan. Completion of PTS's standard test procedures and a PTS Acceptance Test Plan signed by Client will evidence Acceptance..

9. WARRANTY: (General): PTS warrants that it shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the community and region, and will provide a standard of care equal to or superior to care used by service providers similar to PTS on similar projects.

10. WARRANTY (PTS): Software Warranty. PTS warrants that the Software licensed hereunder will perform in substantial conformance to the PTS product specifications, during the warranty period. The warranty period is 12 months from the date of initial Administrator Training received by the Client. PTS's sole obligation with respect to this express warranty shall be, at PTS's option, to refund the license fee paid by Client for any defective Software or to replace the Software with Software that substantially conforms to PTS's applicable product specifications. See the attached Annual Maintenance Agreement for more specific information.

11. WARRANTY : Third Party Products Supplied Under This Contract. All third party products sold to Client under these terms will be free from defects in workmanship and material under normal use for a period described in the third party's warranties from the date of delivery to the Client. Third party vendors will, at their own expense and option, either repair or replace the Third party product(s), which PTS determines to be defective in material or workmanship, provided that the Client notifies PTS in writing of any such defect within the Manufacturer's warranty period. The Client's sole and exclusive remedy will be limited to such repair or replacement.

12. NO OTHER WARRANTIES EXCEPT AS SET FORTH IN THIS AGREEMENT AND THE STATEMENTOF WORK, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, OF PRODUCTS OR SERVICES FURNISHED HEREUNDER OR IN CONNECTION HEREWITH. PTS DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. LIMITATION OF LIABILITY: THE WARRANTIES AND REMEDIES PROVIDED HEREIN ARE CLIENT'S SOLE REMEDIES FOR PTS'S LIABILITY OF ANY KIND WHETHER IN CONTRACT OR IN TORT, ARISING FROM THE PRODUCT OR SERVICES PROVIDED HEREUNDER. IF PTS SOLUTIONS FAILS TO COMPLETE DELIVERY, INSTALLATION, OR ACCEPTANC TESTING IN ACCORDANCE WITH THIS AGREEMENT, PTS SOLUTIONS AND THE CLIENT AGREE TO ABIDE BY THE TERMS OF SECTION 18 DELAYS, SECTION 19 DEFAULT, AND SECTION 20 DISPUTES. IN NO EVENT SHALL PTS'S OR ITS SUPPLIER'S LIABILITY TO THE CLIENT FOR DAMAGES OF ANY NATURE EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES PROVIDED UNDER THESE TERMS. SHOULD A PERFORMANCE FAILURE OCCUR, IT WILL BE THE RESPONSIBILITY OF PTS SOLUTIONS TO NOTIFY THE CLIENT IN WRITING AND SUBMIT PROOF OF THE CIRCUMSTANCES FOR NON-PERFORMANCE. IMMEDIATELY FOLLOWING THE RESOLUTION OF CIRCUMSTANCES RESPONSIBLE FOR NON-PERFORMANCE, PTS SOLUTIONS MUST RENEGOTIATE DELIVERY SCHEDULES.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, THIRD PARTY EXCEPT TO THE EXTENT PROVIDED IN THE SECTION ENTITLED "PATENT INDEMNITY", INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE, SOFTWARE OR DATA EVEN IF THAT PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. CLIENT IS SOLELY RESPONSIBLE FOR THE PROTECTION AND BACKUP OF ALL DATA AND SOFTWARE USED IN CONJUNCTION WITH THE PRODUCTS. Any action by either party must be commenced within one (1) year after the cause of action accrues, except in the case of non-payment.

14. DUTY TO CORRECT: In the event of any claim that the equipment or software provided is defective, damaged, flawed, unsuitable, nonconforming, or the equipment or software fails to fulfill any warranty under the Contract, PTS Solutions shall be given a reasonable opportunity to confirm the validity of such claim, but PTS shall not, unless authorized in writing by the Client, delay correction of the claimed defect, damage, flaw, unsuitability, nonconformity, or failure while making such determination. In the event any such claim is shown to be invalid following such correction by PTS, the Client shall pay the cost of such correction.

15. CLIENT'S RIGHT TO CORRECT: If, within ten business days after the Client gives PTS Solutions written notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by PTS Solutions, PTS fails, refuses, or neglects to make, or to undertake with due diligence to make, the necessary corrections, then the Client shall be entitled to make, either with its own resources or with contract resources, the corrections and to recover from PTS Solutions all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

If in the judgment of the Client, the delay required to give PTS Solutions the aforesaid ten days written notice would cause serious damage or harm that could be avoided by immediate action, the Client shall have the right, with notice by e-mail, to perform, or to have performed, all work necessary to make the corrections. In such event, PTS Solutions shall be notified as promptly as possible and shall be given an opportunity to assist in making the necessary corrections

16. INDEMNIFICATION: PTS SOLUTIONS, INC. shall indemnify, save harmless, and defend the Client against any and all lawsuits, claims, demands, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the purchase of the described equipment or software, or the equipment or software's performance or failure to perform in accordance with the specifications, except to the extent caused by the negligence of the Client, including, without limitation lawsuits, claims, demands, liabilities, losses, and expenses for or on account of:

A. Any delays or interference or damage caused by PTS Solutions or its subcontractors;
B. Bodily injury, sickness, disease, or death sustained by any person or persons or injury to, damage to, or loss, or destruction of, any property as a result of a equipment defect or failure of equipment to meet specifications.

17. PENALTIES: PTS SOLUTIONS shall be solely liable for any fines or civil penalties that are imposed by any government or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the failure of the purchased equipment or software to perform in accordance with the specifications and terms set forth in the Contract.

18. DELAYS: Successful project implementation will require cooperation and fairness between all parties. Because it is impractical to provide for every contingency that may arise during the coarse of performance of this Contract, the parties agree to notify the other if they become aware of any condition that may significantly delay performance. The parties will agree to reasonable extensions of the project schedule by executing a written Change Order.

Under no circumstances will either party be responsible for delays or lack of performance resulting from events beyond the reasonable control of that party ("Excusable Delay"). Excusable Delays include, but are not limited to:

acts of God, weather conditions, compliance with laws and regulations, governmental action, bid protests, fire, strikes, lock-outs and other labor disruptions, material shortages, riots, acts of war, and an excusable delay of a PTS subcontractor.

19. DEFAULT FOR FAILURE TO MEET TIME LINE: If PTS Solutions, Inc. fails to complete delivery, installation, or acceptance testing in accordance with this contract, the client may consider PTS to be in default, unless such failure has been caused by an Excusable Delay. The client agrees to give PTS written notice of such default. PTS will have thirty (30) days from the receipt of such notice to provide a plan of action that is acceptable to the Client to cure the default.

20. DISPUTES: PTS SOLUTIONS, INC. AND THE CLIENT WILL ATTEMPT TO SETTLE ANY CLAIM OR CONTROVERSY ARISING FROM THIS CONTRACT THROUGH CONSULTATION AND NEGOTIATION IN GOOD FAITH AND A SPIRIT OF MUTUAL COOPERATION. IF SETTLEMENT ATTEMPTS FAIL, EITHER PARTY MAY, WITH THIRTY (30) DAYS NOTICE, REQUEST NON-BINDING MEDIATION BY A MUTUALLY CHOSEN MEDIATOR WITHIN THIRTY (30) DAYS. NEITHER PARTY MAY UNREASONABLY WITHHOLD CONSENT TO THE SELECTION OF A MEDIATOR. PTS AND THE CLIENT WILL SHARE THE COST OF THE MEDIATION EQUALLY. THE PARTIES MAY POSTPONE MEDIATION UNTIL THEY HAVE COMPLETED SOME SPECIFIED BUT LIMITED DISCOVERY ABOUT THE DISPUTE. THE PARTIES MAY ALSO REPLACE MEDIATION WITH SOME OTHER FORM OF NON-BINDING ALTERNATE DISPUTE RESOLUTION ("ADR") PROCEDURE.

IF, AFTER TWO MONTHS FROM THE DATE OF THE INITIAL DEMAND FOR MEDIATION, THE DISPUTE CANNOT BE RESOLVED, EITHER PARTY MAY SUBMIT A CLAIM TO A COURT OF COMPETENT JURISDICTION IN THE STATE IN WHICH THE SYSTEM IS INSTALLED. EACH PARTY CONSENTS TO JURISDICTION OVER IT BY SUCH A COURT. THE USE OF ANY ADR PROCEDURES WILL NOT BE CONSIDERED UNDER THE DOCTRINE OF LACHES, WAIVER, OR ESTOPPEL TO AFFECT ADVERSELY THE RIGHTS OF EITHER PARTY. IF GOOD FAITH EFFORTS TO RESOLVE THE DISPUTE UNDER THESE PROCEDURES HAVE BEEN UNSUCCESSFUL, OR IF INTERIM RELIEF FROM THE COURT IS NECESSARY TO PREVENT SERIOUS AND IRREPARABLE INJURY TO THE CLAIMANT, ITS AFFILIATES, AGENTS, EMPLOYEES, CUSTOMERS, SUPPLIERS, OR SUBCONTRACTORS, EITHER PARTY MAY SEEK IMMEDIATE JUDICIAL RELIEF.

21. SOFTWARE LICENSE: The license granted hereunder only authorizes Client on a personal, non-transferable and non-exclusive basis, to use each licensed program on each designated equipment or network (if applicable); provided that, in the instance of a network, the number of concurrent users of each licensed program in the network does not exceed the permitted number of concurrent users for which Client has paid the applicable licensed program license fees. Under this Agreement, Client is not authorized to sub-license or make available to any third party, in whole or in part, any licensed program, to use any licensed program on other than the designated equipment or network (if applicable), or to reverse engineer or de-compile or disassemble any licensed program. This license may be temporarily transferred to a back up CPU if the designated equipment is inoperative due to equipment malfunction. Client will not copy the software except that it may make one copy for archival purposes only. All copies of the software, whether in printed or machine-readable form and whether on storage media or otherwise, will include all proprietary legends in full in the form contained in the software. A separate license is required for use of each licensed program on equipment other than the designated equipment or network.

22. DATA AND PROPRIETARY RIGHTS: Portions of data supplied by PTS relating to its products are proprietary and will be so marked. Client shall abide by such markings. PTS retains for itself exclusively all proprietary rights (including manufacturing rights) in and to all designs, engineering details and other data pertaining to products provided to Client, and to all discoveries, inventions, patent rights, products and all other property rights arising out of work done by PTS. A copyright notice on any data does not by itself constitute or evidence a publication or public disclosure. All data, records, and information entered by the Client will remain

the property of the Client, and shall be returned to the client upon the termination of this contract, or upon request if earlier. Said data, records, and information shall be available to the Client at all times.

23. TERM/TERMINATION: This Contract will terminate automatically upon completion by PTS of the services and all obligations required by this Contract. Furthermore, either party may terminate this Agreement upon written notice to the other if: (i) a material violation of this Agreement by the other party is not remedied within thirty (30) days after notice of the violation; (ii) the other party admits in writing its inability to pay its debts generally as they become due, or executes an assignment for the benefit of creditors or similar document; or (iii) a receiver, trustee in bankruptcy or similar officer is appointed for the other party's property. Termination for non-appropriation of funds – Government Clients have the right to cancel this contract if the moneys necessary to fund this Agreement are revoked or become unavailable. Termination for default – Client has the right to cancel this contract if deficiencies in equipment and/or service are reported in writing to PTS and such deficiencies are not remedied within sixty (60) business days. Termination by PTS – PTS may terminate this Agreement upon written notice to Client if: (i) Client fails to pay when due any amount payable under this Agreement or any other agreement with PTS, which amount is not the subject of a bona fide dispute between the parties or subject to Termination for non-appropriation of funds; or (ii) this Agreement is assigned, without the prior written consent of PTS. Termination shall not exclude other remedies for failure of a party to perform its obligations or the failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.

24. YEAR 2000: PTS Solutions warrants that the PTS Solutions software, for which Client will be licensed to use, will process date and date-related information for all software delivered hereunder, both individually and in combination. Adequate performance includes the manipulation of this data with dates prior to, through and beyond January 1, 2000 and shall be transparent to the end user. PTS Solutions Software products, individually and in combination, shall successfully transition into the Year 2000 with correct system dates, including the leap year calculation. PTS Solutions warrants that the software design ensures Year 2000 compatibility, including, but not limited to, data structure (databases, data files) that provide four-digit century date; stored data that contain date century recognition, including but not limited to, data stored in databases and hardware devices, internal systems dates, calculations and program logic event recognition and all processing actions that use or procure date values, interfaces that supply data to and receive data from other systems.

25. CONFIDENTIAL INFORMATION: Client agrees to maintain in confidence and, except as provided herein, not to disclose, reproduce or copy any Software, or materials, or specifications which are marked confidential or proprietary and are provided to Client hereunder. PTS, and its employees, agents, subcontractors, or representatives will not at any time or in any manner, either directly or indirectly, use for their personal benefit or divulge, disclose, or communicate in any manner any information that is proprietary to the Client. PTS and its employees, agents, subcontractors and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, PTS and its agents, subcontractors, etc. will return to the Client all records, notes, documentation and other items that were used, created, or controlled by them during the term of this Contract.

26. STANDARD ORDER PROCEDURE: Products and services shall be ordered by written purchase orders and shall be governed by this Agreement. Orders shall include the quantity, Product(s), services, applicable price, shipping instructions, and requested delivery date. Orders shall be subject to Acceptance by PTS and delivery schedules established in accordance with Product availability and Client's credit status. PTS may ship before the scheduled shipment date, but not to arrive earlier than Client's requested delivery date.

27. ASSIGNMENT: Neither party shall assign any right except for the right to receive payment or delegate any obligation under this Agreement without the prior written consent of the other party which consent shall not be unreasonably withheld or denied.

28. RESTRICTED RIGHTS LEGEND: If an Order contains a notation that products or services are intended for use under a federal government contract, such products or services shall be subject to the following that the PTS Solutions software (including documentation) is provided with Restricted Rights under DFARS 252.227-7013(c) (1)(ii) and related sections, if supplied to DOD Government agencies, or under FARS 52.227-19 and under FARS 52.227-14 if supplied to civilian Government agencies. Use, duplication or disclosure by the Government is subject to restrictions as set forth in the Regulations referenced herein. The Contractor is PTS Solutions 100 Pine Street, Harrisonburg, Louisiana, 71340.

29. EXPORT: Client will not knowingly transfer to parties that will subsequently re-export Products to embargoed countries or allow export, directly or indirectly, of any product acquired under this Agreement without first obtaining an export license from the US Department of Commerce or any other agency or department of the United States Government, as required.

30. FORCE MAJEURE: Neither party shall be liable to the other party for any alleged loss or damages resulting from delays in performance (including for PTS , loss or damages resulting from delivery of the Products being delayed) caused by any act of God, fire, casualty, flood, war, failure of public utilities, injunction or any act, exercise, assertion or requirement of governmental authority, earthquake, labor strike, riot, accident, shortage, delay in transportation or any other cause beyond the reasonable control of the party invoking this provision, and if such party shall have used its best efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.

31. NOTICE STATEMENT: All notices and demands of any kind which either party may be required or desire to serve upon the other under the terms of this Agreement shall be in writing and shall be served by personal service or by registered mail, postage prepaid, at the addresses set forth at the beginning of this Agreement.

32. ADVERTISEMENT: PTS Solutions may not use the name of the Client in any future advertisement, marketing program, or other promotion without first obtaining the written consent of those parties.

33. ENFORCEABILITY: If any provision of these terms shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

34. CHOICE OF LAW: The laws of the State of Louisiana, excluding its conflict of laws rules, shall govern This Agreement.

35. ENTIRE AGREEMENT: This Agreement ***AND THE ASSOCIATED STATEMENT OF WORK, TOGETHER WITH ANY ATTACHED EXHIBITS, SCHEDULES OR AMENDMENTS***, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties hereto are expressly canceled and/or superceded. This Agreement shall prevail notwithstanding any variance with terms and conditions of any purchase order. Any modifications of this Agreement must be in writing and signed by a duly authorized officer of both parties hereto. Together with all amendments thereto, and PTS's proposal in response thereto are incorporated by reference into this Agreement. In construing the rights and obligations of the parties, the order of priority in case of conflict between the documents shall be:

a. This Agreement;
b. The Exhibits to this Agreement in order of inclusion.

Cindy,
This is the updated PTS Signature page with PTS President Dave Fuqua's sig on it. Please put it with the original contract.

Jason

Signature Page

Professional and Technical Softwa

Name, Title

Dave Fuqua
Print Name

City of Gautier, Representative(s)

Name, Title **Date:** 05-27-10

Ed Williams Chief
Print Name

Name, Title Captain **Date:** 5-27-10

JASON PUGH / CAPTAIN
Print Name

Signature Page

Professional and Technical Software Solutions, Inc.

_____ **Date**_____

Name, Title

_____

Print Name

City of Gautier, Representative(s)

Ed Wilkes Chief **Date:** 05/27/10

Name, Title

Ed Wilkes Chief

Print Name

Cindy, Pres. Dave Fuguay is going to sign this and mail it back to us.

Captain **Date:** 5-27-10

Name, Title

JASON PUGH / CAPTAIN

Print Name

Sidney Russell

EXHIBIT A

Deliverables, Pricing, and Pay Schedule

QTY	ITEMS	PRODUCT NUMBER	UNIT PRICE	EXTENDED PRICE
	SOFTWARE			
2	Computer Aided Dispatch	100	$20,000.00	$40,000.00
2	Map Interface Software Only per seat (MapPoint)	155S	$7,500.00	$15,000.00
1	ANI/ALI Interface	112	$5,000.00	$5,000.00
1	Incident Records Management Initial Seat	300S	$17,500.00	$17,500.00
1	Jail and Warrant Management Initial Seat	400S	$15,000.00	$15,000.00
6	Jail and Warrant Management Concurrent Users	400C	$5,000.00	$30,000.00
1	AFIS Interface	440	$5,000.00	$5,000.00
	SOFTWARE TOTALS			**$127,500.00**
	SERVICES			
1	FIRST YEAR MAINTENANCE	M1	INCLUDED	INCLUDED
1	WARRANTY(included with paid Maintenance)	1000	INCLUDED IN MAINTENANCE	INCLUDED IN MAINTENANCE
32	Project Management (priced at $150/hour)	S5	$150.00/hr	$4,800.00
15	ON-SITE SERVICES-INCLUDES TRAINING/TRAVEL (Priced per day. Additional days added at this rate)	S6, S7	$750	$11,250.00
	SERVICES TOTALS			**$16,050.00**
	PROJECT TOTAL			**$143,550.00**
	DISCOUNTS			
1	Software Discount		$13,550.00	$13,550.00
	DISCOUNT TOTALS			**$13,550.00**
	VIRTUAL FILE CABINET TOTALS			**$22,100.00**
	PROJECT TOTAL AFTER DISCOUNT			**$152,100.00**
	ANNUAL MAINTENANCE			
1	MAINTENANCE PRICED PER YEAR, FIRST YEAR INCLUDED. PRICE FOR END YEAR 1. (priced at 14% of Software Total)	M2	PER YEAR	$17,850.00
	ANNUAL MAINTENANCE TOTALS			**$17,850.00**
	VIRTUAL FILE CABINET			
1	Virtual Filing Server Software per server	3000S	$12,500.00	$12,500.00
1	Capture Station Software	3010C	$2,500.00	$2,500.00
1	View Station Software	3010V	$1,500.00	$1,500.00
1	PDF to Converter	3020	$400.00	$400.00
1	4TB Gigabit Ethernet External Hard Drive	H7	$1,200.00	$1,200.00
2	On-Site Services – Set up & Training (priced per day)	S6, S7	$2,000.00	$4,000.00
	VIRTUAL FILE CABINET TOTAL			**$22,100.00**

Called and spoke to Wanda

PURCHASE ORDER
CITY OF GAUTIER
MISSISSIPPI

No. : 100937

Req. No 101125
Page 1

225-304-2247

T O:	SHIP TO:
PTS SOLUTIONS, INC	GAUTIER CITY HALL
100 PINE STREET	3330 HWY 90
	GAUTIER, MS 39553-5124
HARRISONBURG LA 71340	
Vendor: 4061	

Date Ordered	Date Required	Department
5/17/2010	6/17/2010	010 CITY COURT

Quantity	Item Description	Unit Cost	Extension
1.00	SOFTWARE FOR CAD, JAIL AND MAPPING	130000.0000 EA	130000.00
	SOLE SOURCE ITEM ON SOFTWARE		
	BACKUP ATTACHED		
1.00	VIRTUAL FILE CABINET	22100.0000 EA	22100.00

will prepare Contract she will try and have it ready by tomorrow, Send purchase order after Contract is Signed

Total : $152,100.00

__ CONFIRMATION __ DO NOT BACK ORDER

VENDOR INSTRUCTIONS:
1. Mail Invoice to: ACCOUNTS PAYABLE P.O. BOX 670 GAUTIER, MS 39553-0670
2. PO # must appear on all invoices and any other corresponding paperwork.
3. Please ship open account, no COD's will be accepted.
4. DO NOT include sales tax, as this merchandise is for use by municipality and consequently not subject thereto.
5. Vendor should mail or deliver merchandise with receiving copy and invoice (PO # includes) to Accounts Payable at above address.
6. Not responsible for restocking fees.

By Cindy Sellers
(AUTHORIZED SIGNATURE)

ORIGINAL:Vendor Copy YELLOW:Receiving PINK:File Copy GOLD:Dept. Copy

Pay Schedule

#1 Payment Due at completion of Milestone 1 (100%) Milestone 1 Definition: Contract Signing	$	130,000.00

Exhibit B
Statement of Work

Introduction

This Statement Of Work (SOW) specifies the work requirements necessary to successfully implement project for the City of Gautier, MS hereinafter referred to as "the Client". It describes the scope of the project, resource requirements and responsibilities, expected deliverables, payment schedules and acceptance criteria. It also contains project specific sections that include Acceptance Test Plans and product functional descriptions.

Client contact persons are as follows:

System Administrator:
Captain Jason Pugh
3330 Hwy 90
Gautier, MS 39553
(228) 366-0715
jpugh@gautier-ms.gov

PTS Project Coordinator
Don McCraine
3661 Hwy 1 South, Building A
Port Allen, LA 70767
(888) 388-1505
donm@ptssolutions.com

Project Scope and Definition

This section will identify the elements of the project and will describe the overall project plan. It details who is participating in the project, the Client's location, and the timeline for the project.

Representations

PTS Solutions, Inc. hereby represents to the Client that it has carefully examined, reviewed, and accepted this Statement of Work and all of the attachments hereto prior to its execution and there are no discrepancies, errors, omissions, ambiguities, or conflicts that are material to PTS Solutions' performance, supply of deliverables and services, contract price, or contract time that have not already been clarified in writing by Client to the satisfaction of PTS Solutions. PTS Solutions shall hereafter have no claim for payment or compensation in excess of the contract price based upon discrepancies, errors, omissions, ambiguities, or conflicts of the Statement of Work or it attachments.

PTS Solutions hereby represents that the purchased deliverables shall meet all criteria set forth in the Statement of Work.

PTS Solutions hereby represents that it is ready, willing, able, and prepared to deliver the described deliverables and services upon the direction of the Client Project Coordinator in full compliance with, and as required by or pursuant to the specifications provided, for the price included, to the sites specified, at the time and in the manner specified.

Project Scope

It is the intent of this project to establish a mutually beneficial relationship with the Client for the purpose of system software, integration, training, documentation, and related support services. The specific functionality and details of the extent of these products and services are described in this SOW. Successful completion of this project will depend on the full and complete cooperation of all parties involved.

Participating Organizations

PTS Solutions, 100 Pine Street, Harrisonburg, Louisiana, 71340, and the City of Gautier, 3330 Hwy 90, Gautier, MS 39553-2711

General Contract Responsibilities

PTS Solutions' Responsibilities
PTS Solutions will provide deliverables based upon the Project Timeline. Please note that successful compliance with the Project Timeline is dependent upon the meeting of deadlines by all parties involved. Delays caused by entities not under PTS Solutions control will cause similar or longer delays in the completion of the entire project.

The PTS Project Coordinator
PTS will assign a Project Coordinator to be the primary point of contact with the Client throughout the implementation cycle. This individual has the responsibility to act on behalf of PTS in fulfilling the commitments set forth in this SOW. The assigned PTS Project Coordinator will be the contact for resolving all software technical issues that arise during the project.

The responsibilities of the PTS Solutions Project Coordinator include the following:

- Regular and frequent communication with the Client regarding the project status including on-site meetings both scheduled and unscheduled.
- Pre-Installation Services –PTS Solutions will work with the Client to review required components of the intended system to be provided by third party contractors.
- Acceptance Testing Plan – PTS Solutions has provided a detailed Acceptance Test Plan for each deliverable under this SOW for review by the Client, subject to modification by mutual consent, prior to the acceptance test period.

The Client will provide the following:

- All existing network hardware and all network software must be brought to acceptable performance levels as defined in the Acceptance/Testing plan. PTS Solutions will approve the performance levels during the evaluation and testing phase of the project.
- The client will be responsible for the purchase, installation and configuration of any hardware and software not provided by PTS Solutions and necessary for the completion of this project.
- Providing testing and making necessary changes to all network connections on their existing network.
- Reasonable access to all system hardware.
- A Project Coordinator(s) to act as a point of contact for all issues related to the project.
- Any changes to the system requirements after production has begun may adversely affect the delivery schedule
- The client must provide complete access including a set of keys to equipment areas that are kept secured but must be accessed by PTS during installation and configuration including but not limited to the server area.

If a State (NCIC) Interface is purchased:

- The Client is responsible for obtaining approval from the authorizing state agency for any compliance related items. This includes, but is not limited to any necessary hardware and/or supplies and set-up.
- The Client will obtain written approval from the State's CJIS agency for the applicable PTS software to have access; addresses such as mnemonics, logical, and physical unit IDs; and a direct line to the State/NCIC system.
- The Client will provide, install, test, and accept a dedicated (direct) line to the State for State/NCIC access.
- The Client will terminate the direct line to the State/NCIC at the location where the Server will be placed.
- The Client will obtain and provide (prior to system implementation) to the PTS Solutions Project Coordinator, in writing, the IP addresses necessary for mobile State/NCIC access. In some states, one IP address may be necessary for each mobile device.

If an ANI/ALI (EE911) Interface is purchased:

- The Client is responsible for ensuring that any necessary E911 equipment, including hardware, software and supplies are installed, configured and operational.
- The Client is required to have the vendor representative for their E911 equipment on-site during ANI/ALI set-up.
- The Client is required to provide a link (cable) from the ALI box to the network where the PTS ANI/ALI interface will reside.
- The Client is responsible for providing the E-E911 string splice settings to PTS.
- PTS will be responsible for configuring the E-E911 string splice settings, provided by the client, within the PTS ANI/ALI interface.

The Client Project Coordinator and the System Administrator

Prior to the start of this Statement of Work, the Client will designate a person, called the Client Project Coordinator who is primarily responsible for the project. All PTS Solutions communications will be addressed to the Client Project Coordinator who has the authority to act for the Client in all aspects of the contract. The Client Project Coordinator will work closely with the PTS Project Coordinator to ensure a smooth project implementation.

The Client Project Coordinator's responsibilities include:

- Serve as the intermediary between the PTS Solutions project team and all departments within the Client's organization who are participating in this project
- Administer change orders and participate in project status meetings in conjunction with the PTS Solutions Project Coordinator
- Help schedule and attend all training courses.

- Obtain and provide information, data decisions and approvals, within Five (5) working days of PTS Solutions' request unless the Client and PTS Solutions agree to an extended response time
- Resolve deviations from project plans which may be caused by the Client's business requirements
- Resolve project issues and intensify issues within the Client organization, as necessary
- Communicate with PTS Solutions regarding the Acceptance Test Plan and to sign off on the approved Plan
- Issue Change Orders
- In conjunction with the System Administrator, evaluate system performance as specified in the Acceptance Test Plan.
- Provide a list of trainees to the Project Coordinator one week prior to the beginning of training classes, unless that responsibility has been assigned by the client to the Client's System Administrator

The Client will also designate a person, called the System Administrator, who is primarily responsible for the day-to-day operation of the system. The System Administrator will work closely with the Client Project Coordinator to identify performance issues that require action by PTS Solutions. The System Administrator's responsibilities under this SOW include:

- Manage or perform all network administrator functions to include:
    - Setting up new network users
    - Assigning PTS passwords and user privileges
    - Maintaining Backup Schedules
    - Answering user questions about Windows and general computing
- Filter technical support issues by making the determination that an issue is software related.
- Must be available to access the system or answer questions anytime it is necessary
- In conjunction with the Client Project Coordinator, evaluate system performance as specified in the Acceptance Test Plan.
- Provide a list of trainees to the Client Project Coordinator two weeks prior to the beginning of training classes.

Networking/Line Interface Access

In order to avoid support issues prior to application installation a PTS Solutions technician may examine the Client's network infrastructure and either certify the network as satisfactory for the installation of the PTS applications contained in the deliverables on the day of inspection, or provide a list of modifications to bring the network into compliance level. This on-site examination by the PTS Technician will be charged at the Support Services rate explained in this document. Those modifications and items listed below will be the responsibility of the client. **Unless otherwise specified in this document PTS will not be responsible for any Administrative or Network Services.**

- Lines must be connected via a network or directly to where the intended server will be placed. If the connection is via a network, then a network termination must be provided adjacent to the intended server.
- The Client will provide a network switch if ten or more workstations are to be used on a network. A hub is acceptable in networks of less than 10 users.
- Technical support services are provided using LogMeIn, a secure internet based application where system access is controlled by the client.

Evaluation and Test Acceptance Form

The following form defines the steps for system acceptance of the Client's Network, Hardware and Software Configuration. Upon successful completion of any tests deemed necessary by the technician, this signed document will indicate qualified acceptance of the network by PTS, for the installation of the applications.

This acceptance is not an ongoing "certification" but a statement of the networks suitability for use as of the day it is tested.

FUNCTION	P	F	PTS Initial	Client Initial	COMMENTS
Server					
Server Hardware					
Network Configuration					
Software					
Hubs/Switches					
Collision Detection					
Packet Loss					
Cabling					
Category 5 or greater					
Exposed Wiring					
Wall Jacks					
Patch cables					
Workstation / Clients					
Hardware					
Software					
General Diagnostics					
Network Configuration					
IP Diagnostic Tests					

Client Project Coordinator Date

PTS Technician Date

Support Services

Software Support Services
Support Services includes: training, travel, project management and coordination as well as any other on-site services. The purchased Support Services shall be allocated according to the following PTS training course offerings and travel specifications:

Courses Offered	Location	#Trainees	Course Length
CAD Solutions Administrator Training	*PTS Solutions Training Center*	*Up to 3*	*2 days*
Incident Solutions Administrator Training	*PTS Solutions Training Center*	*Up to 3*	*1 day*
Jail Solutions Administrator Training	*PTS Solutions Training Center*	*Up to 3*	*2 days for full facility/1 day booking only*
WinJuris Solutions Administrator Training	*PTS Solutions Training Center*	*Up to 3*	*2 days for either criminal or civil/4 days for both criminal and civil*
Case Management Solutions Administrator Training	*PTS Solutions Training Center*	*Up to 3*	*1 day*
CAD Solutions Train-the-Trainer	*On-site*	*Up to 6*	*2 days*
Incident Solutions Train-the-Trainer	*On-site*	*Up to 6*	*2 days*
Jail Solutions Train-the-Trainer	*On-site*	*Up to 6*	*2 days for full facility/1 day booking only*
WinJuris Solutions Train-the-Trainer	*On-site*	*Up to 6*	*2 days for either criminal or civil/4 days for both criminal and civil*
Case Management Solutions Train-the-Trainer	*On-site*	*Up to 6*	*2 days*
Mobile Client Solutions Train-the-Trainer	*On-site*	*Up to 6*	*1 day*
Basic Report Writer	*PTS Solutions Training Center*	*Up to 3*	*½ day*
Advanced Report Writer	*PTS Solutions Training Center*	*Up to 3*	*2 days*
User training assistance	*On-site*	*Up to 6*	*1 day*
Go Live Standby	*On-site*	*N/A*	*1 day*

Travel - Travel for on-site Support Services will be charged at the following one-way rate for each PTS Support Services trip:

0 – 2 hrs travel – No Charge
2 – 4 hrs travel – ½ day charged
4 – 8 hrs travel – 1 day charged

Training Courses

PTS offers three types of training courses—Administrator, Train-the-Trainer, and User.

Administrator training courses are reserved for the Client System Administrator and others who will be working closely with the PTS Project Coordinator and PTS Trainers to ensure the Client's system is set-up properly. All of the PTS modules have the ability to custom set-up the software to fit the needs of each agency. Customizing the software takes place during Administrator training.

The purpose of Administrator Training is to get the client familiar with the setup process including setup codes that affect the way the system operates. During the class time the client will enter some setup codes in every applicable file. Once the course is completed, the client is sent home with their copy of the software and all codes entered during the course. Once home the client then completes the setup code entry.

Administrator Training is not designed to teach user functions and therefore attendance must be limited to the System Administrator, backup System Administrator and one or two representatives from the various divisions that will use the module directly. ***It is the objective of Administrator Training to fully address issues that will affect agency policies and procedures. The attendees must be capable of identifying those issues and following through with policy and procedure modification initiatives once they arrive back at work.***

For Train-the-Trainer, PTS offers courses that allow individuals within the Client agency to become software proficient in-house trainers. The objective of Train-The-Trainer is to give intensive training to a handful of agency personnel that will in turn be able to sufficiently train the remaining agency system users. The desired result is to have the agency rely less on PTS trainers, particularly when the agency experiences personnel turnover, thereby lowering training costs.

PTS Solutions offers Train-The-Trainer courses for each of our software modules. *This is our preferred method of training.* As with the Administrator Training, the System Administrator, Backup System Administrator, and up to four representatives from the specific division that will be utilizing that particular module should attend. These representatives should be familiar with the daily functions as well as policies and procedures for their respective divisions. ***It is imperative that all policy and procedure issues be ironed out by the close of the Train-The-Trainer session so as not to create confusion during User Training sessions.***

PTS also offers On-Site User training assistance conducted along with the agency trainers and Go Live Standby training courses. On-Site User training cannot be conducted until all agency policy issues are addressed and resolved by the client. On-Site User Training is a tool designed to assist Client Trainers as they prepare their personnel for the go live date.

PTS instructors are experienced software users. Most worked for public safety agencies and were administrators of the PTS Software system at their agencies. PTS encourages its trainers to draw from their personal experience to give insight into how PTS Software is best used as a public safety tool.

Determining which courses are best suited for the Client will be a joint decision between the PTS Project Coordinator and the Client Project Coordinator.

PTS AUTHORIZES AND ENCOURAGES THE AGENCY TO SET UP A TRAINING DIRECTORY WITH A COMPLETELY FUNCTIONAL SET OF LICENSED SOFTWARE MODULES FOR TRAINING PURPOSES.

The following are course descriptions for standard Administrator and User Training Courses provided by PTS's instructors.

Administrator Training

Objective
These courses are designed for the administrators who are responsible for setting up and maintaining the PTS software module(s). These users will act as administrators of the system. The purpose of this course is to provide the administrator with:

- Understanding of the benefits of the system
- Understanding of their responsibility in the operation of the system
- Understanding how to set up the application according to agency policy

Prerequisites
PTS trains users on how to use the PTS product. It is not possible to train someone for the responsibility of administration who does not know how to use the computer platform. Administrators must already have a basic understanding of networks and servers, know how to start software, locate and manage files, modify files, and handle media, printers, and backup devices.

Before the training session is scheduled, PTS requires the following:

- The Administrator is already trained and proficient in the use of Windows.
- The Administrators have adequate computer knowledge.
- The Client must provide certain information needed for the set-up process. The PTS Project Coordinator will provide a list of necessary materials to the Client Project Coordinator. These materials will need to be brought to the training sessions.

Description
The course is designed as a lecture and demonstration. Due to time constraints, some of the set-up training involves making guides or examples of how to complete certain tasks. These example set-up tasks will have to be completed when the administrators return to their agency location.

Goals
The trainers will instruct the administrators in how to perform the following:

- Set up the application(s) according to agency policy
- Incorporate PTS administration into their job responsibilities
- Develop policies for how the PTS software module(s) is used at the agency
- Use PTS Customer Support

Completion Criteria
At the end of the course(s), the administrator should be able to perform the following tasks:

- Add and remove a user's access to the system
- Modify the software's operation using the Control File.
- Maintain security procedures
- Maintain the set-up/administration files
- Perform updates to both the client and server software.

Materials
An Administrator Manual on each purchased module is included in the price of the PTS system. Also, there is printable ehelp that is available.

Schedule
Refer to the PTS Time Line for more information on the training schedule. PTS recommends that Administrator Training occur after the system hardware installation, hardware testing and Acceptance has been completed.

User Training—Train-the-Trainer

Objective
This course is designed for Administrators / Supervisors who will train other agency personnel. The purpose of this course is to provide the trainer with:

- Understanding of the technology in use at their agency
- Understanding the operation of the application
- Ability to teach other users

Prerequisites

- Administrator Setup Training at the PTS Solutions Port Allen, LA facility must be completed
- Setup data from the disk provided at the end of Administrator Training must be uploaded onto the system server
- Setup data entry must be complete
- Technical support services are provided using LogMeIn, a secure internet based application where system access is controlled by the client.
- All attendees need to have basic computer knowledge such as how to operate within Windows, the location of special keys on the keyboard, and how to use the mouse
- All attendees should be trained in NIBRS and UCR requirements where applicable
- Training is to be held in an area that is separate and apart from the dispatch center, court clerk's office, and all other high traffic areas where normal agency business is conducted
- Each trainee must have his/her own workstation or laptop on which to train
- Each training machine must have a copy of the software directory from the server loaded onto the hard drive or have access to a training directory on the server that contains a copy of the PTS Software. This must be done prior to the trainer's arrival as class time cannot be spent setting up training machines
- Contact with the agency Project Coordinator must be made to establish the following:
    - Class Dates
    - Class Size
    - Class Location
- It is essential that on-site training be performed in suitable surroundings isolated from interruptions and daily routines.
- The System Administrator will be responsible for providing copies of all manuals to each attendee prior to classes
- Attendees will be required to bring their manuals with them to class
- The System Administrator will be responsible for notifying all scheduled attendees of class dates and times
- Issues that involve departmental policy and procedure should be made clear to the attendees prior to User Training so as not to interfere with training time
- The System Administrator, Backup System Administrator, or a PTS-trained Agency Trainer for the particular module will be required to be in each User Training session

Description

These courses are designed as lectures and hands-on demonstrations. PTS will train individuals who will then train the other members of the agency.

Supervisors attending these sessions will also receive additional training on managing their personnel and performing their duties within the software.

Goals

The trainer will instruct the users in how to perform the following:

- Access the software and maintain its security
- Use the software module(s)
- Report problems to the system administrator
- Demonstrate the client application to other users.

Completion Criteria

At the end of the course, a user should be able to perform the following tasks:

- Logon and logoff procedures
- Complete reports and perform duties within the software module(s)
- Research data within the software module(s)
- Print necessary reports

Schedule

Refer to the PTS Timeline for more information on the training schedule.
PTS recommends that Train-the-Trainer Training occur about one month before the Go Live date. This gives the newly trained trainers an opportunity to train the other members of the agency before the Go Live date.

User Training—Special

Prerequisites

- Agency trainers should have already conducted initial User Training sessions with the attendees and must attend and lead these sessions.
- All attendees need to have basic computer knowledge such as how to operate within Windows, the location of special keys on the keyboard, and how to use the mouse
- All attendees should be trained in NIBRS and UCR requirements where applicable
- Training is to be held in an area that is separate and apart from the dispatch center, court clerk's office, and all other high traffic areas where normal agency business is conducted
- Each trainee must have his/her own workstation or laptop on which to train
- Each training machine must have a copy of the software directory from the server loaded onto the hard drive or have access to a training directory on the server that

contains a copy of the PTS Software. This must be done prior to the trainer's arrival as class time cannot be spent setting up training machines

- Contact with the agency Project Coordinator must be made to establish the following:
  - Class Dates
  - Class Size
  - Class Location
- The System Administrator will be responsible for providing copies of all manuals to each attendee prior to classes
- Attendees will be required to bring their manuals with them to class
- The System Administrator will be responsible for notifying all scheduled attendees of class dates and times
- ***Issues that involve departmental policies and procedures must be made clear to the attendees prior to User Training so as not to interfere with training time.***
- The System Administrator, Backup System Administrator, or a PTS-trained Agency Trainer for the particular module will be required to be in each User Training session

Go Live Training

PTS can provide an on-site coordinator for the go live date. Coordinators will be on hand to answer questions and work with end users and administrators to get past the initial change over from the previous software system. Normal support services will apply.

Deliverables

For a list of items to be delivered, please refer to the Deliverables and Pay Schedule chart located in Exhibit A.

Acceptance

Final System Acceptance
Final System Acceptance will occur when the Project Coordinator and Client Project Coordinator parties have signed their approval to the Final Acceptance Test Plan. PTS recommends that the final Acceptance occur on or before the Go Live date.

Acceptance Test Plan (ATP)
The following pages contain the PTS Solutions ATP Evaluation and Test Forms for the deliverable applications. Using these forms, the PTS Project Coordinator and the Client Project Coordinator and/or System Administrator will test all functions of the client software in accordance with the appropriate ATP Form.

PTS CAD Solutions Acceptance Test Plan Evaluation Form

Evaluation and Test Acceptance Form

The following form defines the requirements for system test and Acceptance of the PTS CAD Solutions. Upon successful completion of the following tests, this signed document will indicate formal Acceptance by the Client of the PTS-provided software for CAD Solutions.

FUNCTION	PASS	FAIL	PTS Initial	Client Initial	COMMENTS
CAD Solutions					
Users/Clients Set-up					
Add Control/Agency					
Add Users					
Add User Privileges					
CAD					
Bring Units In/Out of Service					
Enter Incident Info					
Assign Units to Call					
Wrecker Rotation					
Bolo's					
Pass On					
911 Interface (if purchased)					
Date & Time From Server					
Search Engines					

Client Project Coordinator Date

PTS Project Coordinator Date

PTS Mapping Solutions Acceptance Test Plan Evaluation Form

Evaluation and Test Acceptance Form

The following form defines the requirements for system test and Acceptance of the Mapping Solutions. Upon successful completion of the following tests, this signed document will indicate formal Acceptance by the Client of the PTS-provided software for Mapping Solutions.

FUNCTION	PASS	FAIL	PTS Initial	Client Initial	COMMENTS
Mapping Solutions					

Client Project Coordinator Date

PTS Project Coordinator Date

PTS Incident Solutions Acceptance Test Plan Evaluation Form

Evaluation and Test Acceptance Form

The following form defines the requirements for system test and Acceptance of the PTS Incident Solutions Software. Upon successful completion of the following tests, this signed document will indicate formal Acceptance by the Client of the PTS-provided software for the PTS Incident Solutions.

FUNCTION	PASS	FAIL	PTS Initial	Client Initial	COMMENTS
Incident Solutions					
Loading Software					
Users/Clients Set-up					
Add Control/Agency					
Add Users					
Add User Privileges					
Browse Incidents					
Enter Incident Info					
Incident Search Engines					
ID History					
Reports					
Report Approval					

Client Project Coordinator Date

PTS Project Coordinator Date

PTS Jail Solutions Acceptance Test Plan Evaluation Form

Evaluation and Test Acceptance Form

The following form defines the requirements for system test and Acceptance of the PTS Booking/Warrants Solutions Software. Upon successful completion of the following tests, this signed document will indicate formal Acceptance by the Client of the PTS-provided software for the PTS Booking/Warrants Solutions.

FUNCTION	PASS	FAIL	PTS Initial	Client Initial	COMMENTS
Warrants/Booking					
Loading Software					
Users/Clients Set-up					
Add Control/Agency					
Add Users					
Add User Privileges					
Warrants					
Browse Warrants					
Add Warrants					
Search Engines					
ID Mug shots					
Imaging					
Reports					
Forms					
Booking					
Create Bookings					
Edit Bookings					
Enter Activities					
Create Census Reports					
Print Reports					
Lineups					

Client Project Manager Date

PTS Project Manager Date

PTS Go-Live Confirmation Form

This form certifies that the checked module(s) began active operations on the listed Go-Live Date. If there is more than one live date for each module, please list each date on a separate page. Return the completed go-live form to PTS Solutions, Inc, PO Box 469 Harrisonburg, LA, 71340

Agency:_____

Go-Live Date: _____

Modules That Went Live On Above Date:

Misc.	**Jail**	**WinJuris**	**Dispatch**
___RMS/Incident	___Jail (Warr&Book)	___Criminal	___CAD
___Civil Process	___Booking Only	___Traffic	___ANI/ALI
___WinFire	___Warrants Only	___Juvenile	
___Case Mgmt	___AFIS	___Civil	
___Crash	___Commissary	___Garnishment	
___Mapping	___Health Care	___Sale/Seizure	
___Mobile Client		___Service	

_____

Client Project Mgr/System Admin Signature — Title/Date

_____

Client Project Mgr/System Admin Printed Name — Title/Date

Was a PTS Trainer/Rep On-Site for this Go-Live Date? Yes No

If Yes,

_____

PTS Trainer/Rep -- Signature — Date

PTS Time Line
Phase I - Begins 30 days after Contract/SOW signing

90 BUSINESS DAYS SUPPORT SERVICES-PHASE I
Includes: Hardware and Software Acceptance for Client's Network; Administrator Training; Hardware Installation (if purchased); Report Creation (if purchased); Testing, Conversion etc. Mobile Related Software Installation (if purchased)–begins 30 days after radio infrastructure installed and tested.
30 BUSINESS DAYS SUPPORT SERVICES-PHASE II
Includes: User Training, Acceptance/Testing, etc.
PHASE III-GO LIVE

Customer Support Policy
Under this Statement of Work, PTS Solutions will provide technical support as described herein, for no additional charge for the first 12 month reoccurring update / maintenance agreement, commencing on the date specified in the maintenance agreement or elsewhere in this agreement. PTS will provide technical support on a 24/7 basis. During regular business hours-8am-5pm, (Central Time) support may be reached on our toll-free line at ***888-377-2525***. After hours support may be reached at a pager number to be provided to the Client System Administrator. All support issues should be coordinated through the Client's System Administrator and not with end users. ***Support is not for training end users in systems operation over the telephone.***

During the initial 12-month warranty period, PTS Solutions will provide software upgrades as they become available and telephone support as needed at no additional charge. After the initial 12-month warranty period, PTS will also provide upgrades as they become available and telephone support as needed provided the Client maintains a current in their Maintenance Agreement.

The Client will:

- Appoint a Project Coordinator who may also be the System Administrator and a backup System Administrator, at least one of whom will be available 24/7. These administrators will be the point of contact for both the Client and PTS. These Managers and/or Administrators will be expected to troubleshoot problems to first determine that they are in fact software related prior to contacting PTS.
- Technical support services are provided using LogMeIn, a secure internet based application where system access is controlled by the client.
- Provide PTS with a network login and password with full administrative access to all PTS files as well as the exact network location of those files.
- Maintain the user login and password setup by PTS within the PTS software with full administrative rights.

- Provide detailed problem information including, but not limited to details of steps taken that led up to the problem's occurrence, screen shots if requested, and exact text of errors received.
- Maintain daily, open-file backups of the PTS directory and files.

Software Warranty
PTS Solutions software has a mandatory 12 month reoccurring update / maintenance agreement commencing on date specified in the maintenance agreement or elsewhere in this agreement.

Hardware Support and Warranty (if purchased)
Hardware support will commence on the date of hardware delivery and Acceptance. The duration and nature of hardware support will consist of the standard manufacturer's warranty, unless otherwise stated

Exhibit C

Annual Maintenance Agreement

This agreement is an extension of the original license agreement and serves as the annual renewal of that license upon payment of the maintenance fees defined herein. Acceptance of its terms is assumed under the terms and conditions of the primary agreement.

Unless otherwise stated, PTS provides a warranty for 12 month reoccurring update / maintenance commencing on the date specified below in this agreement. Once live or in active use the client is referred to our Customer Support group for follow up assistance. Technical assistance may be reached at **1-888-377-2525**. Service is generally available during normal business hours, with 24X7 services available for those applications normally used in a 24-hour daily environment such as Computer Aided Dispatch. The same access number is used after hours. The message left is automatically forwarded to an on-call technician.

PTS Solutions, Inc. offers one type of support contract: PTS Maintenance. The annual PTS Maintenance Agreement is priced at fourteen percent (14%) of the current list (non-discounted) price of the application module software paid in advance. For budgeting purposes maintenance may be prorated and billed at the beginning of your budget year. Upon receipt of a request from the contracting agency an adjusting pro rata invoice will be rendered. The date specified in the request shall become the anniversary date for purposes of this agreement.

The agreement provides customers with telephone and Internet access to technical staff at PTS's Help Desk, plus automatic software upgrades as they are released.

Your annual maintenance agreement provides the following:

- Unlimited priority technical support – PTS provides it customers with unlimited technical support. Technicians will generally respond within 2 hours of a call except for cases where the client is down. Customers who are in a system down condition will receive priority attention.
- Product upgrades – your annual maintenance agreement includes upgrades to your software. These upgrades are generally not less than once nor more than twice per contract period. All new features and functions added to the applications are included in the upgrade. A document outlining the additions and fixes is provided in advance of any upgrade.

An annual maintenance agreement is required. If for any reason the annual maintenance fee is not received by PTS, service will be suspended until all past maintenance from the date of expiration through the end of the following annual period is received. This is necessary since all upgrades must be installed before assessing the maintenance issue. Older versions of the software will not be researched for anomalies by our technical staff.

Unless otherwise stated this agreement is in effect on the 366th day following the date of completion of administrator training (anniversary date), and is automatically renewed upon receipt of payment of the annual maintenance fee. That fee is established as $17,850.00 annually in accordance with the formula defined elsewhere in the Agreement. Notification of any increase shall be provided at least 90 days prior to the anniversary date of this agreement.

Online Citation Payment Addendum
Syscon Merchant Account

Entity Name ("Customer"): City of Gautier

Address: 3330 Hwy 90

City, State, ZIP: Gautier, MS 39553

Syscon, Inc. ("Syscon")
94 McFarland Blvd
Northport, AL 35476

This document serves as an addendum to that certain "Professional Services Agreement" entered by and between Customer and Syscon on or about the 5 day of October, 2010, which shall remain unaffected and unmodified hereby as these terms are merely additional to the terms and conditions of that Professional Services Agreement.

1. Agency. Customer appoints Syscon as its agent for the online payment of citations from defendants who choose to make use of the service.

2. Collection. Syscon accepts the appointment and agrees that within 5 days of the end of each calendar month (or the next banking day if the 5th day falls on a non-banking day), Syscon will deposit to Customer's specified bank account the total collected on Customer's behalf during the previous month. Syscon will also provide Customer with a detailed report of the payments received from defendants that comprise the deposit amount.

3. Case Processing Fee. For the services performed, Customer authorizes Syscon to charge a case processing fee to defendants. This fee is currently 8.5% and is subject to change by Syscon. There are no fees to be charged by Syscon to Customer for this service.

4. Fee Changes. The case processing fee may be changed by Syscon at any time upon fourteen (14) days prior written notice to Customer.

5. Settlement. Customer accepts full financial responsibility for the amount of any transactions returned unpaid to Syscon (exclusive of the case processing fee), irrespective of the reason for the return. In settlement of each transaction returned unpaid, Customer authorizes Syscon to deduct the unpaid amount (exclusive of the case processing fee) from Customer's next deposit.

6. Acknowledgement. Customer acknowledges and accepts the online processing capabilities provided by Syscon for the state in which Customer's court is located and understands that Syscon does not provide customization of the online payment system based upon any local rules of Customer's court.

7. Term and Termination. The term of this Addendum shall run concurrently with the term of Customer's Professional Services Agreement with Syscon. This Addendum can be terminated by either party for any reason with ten (10) days notice to the other party. Upon termination, all rights and obligations hereunder shall cease except Customer's obligations to pay for any items returned in accordance with paragraph 5 after the effective date of termination. To help cover potential returned items, Syscon shall be entitled to withhold from Customer's final deposit an amount of $1,000 ("return reserve") for a period of four (4) months. Syscon shall forward to Customer return item verification for any amounts deducted from the return reserve.

ACCEPTED BY Customer:

Authorized Signature: Sidney Russels

Name: Sidney Russels

Title: City MANAGER.

Date: 10-5-10

ACCEPTED BY Syscon, Inc:

Authorized Signature: Robert C Wilson

Name: Robert C. Wilson

Title: President

Date: 10/19/10

04/09/10

Syscon
Technology...Services...Solutions

94 McFarland Boulevard
Northport, Alabama 35476
www.syscononline.com
Phone: (205)758-2000

Professional Services Agreement

Agreement between Syscon, Inc., 94 McFarland Blvd., Northport, AL 35476 and
City of Gautier-Municipal Court (Customer)
3330 Hwy 90
Gautier, MS 39553
228-497-8036 Fax 228-497-8043

Syscon agrees to install and service hardware and software under the following terms and conditions:

1. Equipment. The equipment and software to be installed is listed in the attached "Proposal Summary". The projected "Go Live" date for the enclosed list of hardware and software will be ___/___/___.

2. Single Point of Contact. Customer has designated the appropriate individual in the attached "Single Point of Contact" form.

3. Related Documents. Customer has read and understands the attached Terms and Conditions, Hardware and Software Service and Support Addendum, Oracle Addendum, Installation Guide, and Implementation Plan and agrees to them. This Agreement will be effective for a 60-month period following the "Go Live" date.

4. Payment. Customer agrees to pay Syscon per the terms specified in the attached "Proposal Summary".

5. Special Terms and Conditions.

	For Customer	**For Syscon**
By:	Donna Dunn	
	Name	Name
	Court Clerk	
	Title	Title
	05/25/2010	___/___/___
	Date	Date

05/20/2010

Syscon
Technology...Services...Solutions

94 McFarland Boulevard
Northport, Alabama 35476
www.syscononline.com
Phone: (205)758-2000

Single Point of Contact

It is important for the Court and Syscon to agree on a single point of contact within your court. This person's responsibilities include coordination of Mock Court and "Go Live" dates, supervision of the data conversion review, submission of any form and report change requests to Syscon, and is authorized to make decisions on behalf of the Court. Designation of a single point of contact does not restrict access to technical support or assistance with using **Court Clerk**. It does, however, help insure that someone in a supervisory role within the Court is aware of any pending requests to Syscon as well as the activities expected of the Court.

The designated single point of contact is: Donna Davis

WK - 228 - 497 - 8036
Cell - 228 - 623 - 5294

05/20/2010

Exhibit A
Participating Group Agreement

CAREMARK PRESCRIPTION BENEFIT SERVICES AGREEMENT
PARTICIPATING GROUP AGREEMENT

This Caremark Prescription Benefit Services Agreement – Participating Group Agreement (the "Participating Group Agreement") dated as of October 1, 2012 ("Participating Group Effective Date"), is entered into by and between CaremarkPCS Health, L.L.C., a Delaware limited liability company ("Caremark"), and City of Gautier ("Participating Group"), and acknowledged by Fox-Everett, Inc. ("Administrator").

Participating Group represents that it's Plan(s) **(please check appropriate response):**

_____ **is/are** governed by ERISA.

__x__ **is/are not** governed by ERISA.

Caremark and Administrator, acting on behalf of itself and the undersigned Participating Group, have entered into the Prescription Benefit Services Agreement, dated January 1, 2011 (the "TPA Agreement"), under which Administrator has engaged Caremark to provide managed pharmacy benefit services to Administrator and its Participating Groups. Unless otherwise defined herein, capitalized terms used in this Participating Group Agreement shall have the meanings ascribed to those terms in the TPA Agreement.

1. TPA Agreement. Participating Group acknowledges that Services shall be made available in accordance with the terms of the TPA Agreement entered into by Administrator and Caremark. Participating Group does hereby agree to such terms and to be bound by, and to assume and perform, each and all of the terms, covenants and conditions of the TPA Agreement as a Participating Group in the same manner and to the same extent as if it were a party thereto. Participating Group acknowledges and agrees that Administrator and Caremark may amend all or any portion of the TPA Agreement and Participating Group hereby agrees to be bound by any such amendment.

   By signing this Participating Group Agreement, Participating Group acknowledges and agrees that the terms of the master TPA Agreement have been completely read, fully understood and voluntarily accepted and further agrees to be bound thereby.

2. Billing and Payment.

   (a) Caremark shall make available to Administrator information reflecting the amount of payments that have become due with respect to Participating Group. Administrator shall invoice Participating Group for such amounts and payment shall be due to Administrator.
   (b) If any payment required by Participating Group is not received by Caremark in the manner and time frame communicated by Administrator or as otherwise set forth herein, Caremark may, in accordance with the TPA Agreement, charge late fees, withhold the amounts from the security deposit, if any, cease or suspend performing Services, or otherwise terminate this Agreement in accordance with the terms hereof.

(c) Participating Group shall have no right to offset from payments due hereunder disputed amounts or amounts due or allegedly due from Caremark, except as approved in writing by Caremark. Any sales, use or other tax or assessment, including any surcharge or similar fee imposed under any applicable law on any health care provider, Plan Participant, service, supply or product provided under the TPA Agreement and/or this Participating Group Agreement, shall be the sole responsibility of Administrator or Participating Group, as applicable, and may be added to the invoice.

3. Plan Design Document (PDD).

(a) Participating Group represents and warrants that the PDD accurately reflects the applicable terms of the Plan for purposes of the TPA Agreement and this Participating Group Agreement.

(b) Administrator shall provide Caremark with sixty (60) days prior written notice of any proposed changes to the PDD by Participating Group, which changes shall be consistent with the scope and nature of the Services to be performed by Caremark under the TPA Agreement, provided, however, that any such changes that are to take effect between November 1 and January 1 shall require at least ninety (90) days prior notice. Participating Group agrees that it is responsible for Losses resulting from: (i) any failure to implement Plan design changes which are not communicated in a written format acceptable to Caremark; or (ii) Caremark's implementation of Administrator's verbal or written direction regarding exception or overrides to the PDD. Administrator shall notify Plan Participants, or shall cause Participating Groups to notify Plan Participants, of any Plan design changes prior to the effective date of any such changes.

4. Term, Termination and Amendment. Except as otherwise set forth below, the term of this Participating Group Agreement shall commence on the Participating Group Effective Date and continue for [one (1)] year. The term shall be automatically renewed for additional one-year periods unless either party sends written notice of non-renewal to the other party at least ninety (90) days prior to the end of the original term of any subsequent one-year term. However, this Participating Group Agreement shall be coterminous with the TPA Agreement and the Participating Group Agreement may also be terminated for cause or as a result of a change in the law, in accordance with the terms of the TPA Agreement. In the event the TPA Agreement and Participating Group Agreement are terminated, Participating Group and Caremark may mutually agree to have Caremark continue to provide Services to Participating Group, provided that the pricing and terms associated with such Services are subject to change.

5. Indemnification. Participating Group shall defend, indemnify and hold harmless Caremark and each of its officers, directors, employees, subsidiaries and affiliates (the "Caremark Parties"), from and against any and all Losses incurred by any of the Caremark Parties arising out of or relating to (i) Participating Group's negligent acts or omissions or breach of its obligations or warranties set forth in the TPA Agreement or this Participating Group Agreement, except to the extent such Losses are caused by the negligence or willful misconduct of any Caremark Party, (ii) any legal defects in the design of the Plan, or (iii) any deficiencies in the PDD.

Caremark shall defend, indemnify and hold harmless Participating Group and each of its officers, directors, employees, subsidiaries and affiliates (the "Participating Group Parties") from and against any and all Losses incurred by any of the Participating Group Parties to the extent arising out of or relating to Caremark's negligent acts or omissions breach of its obligations or warranties set forth in the TPA Agreement or this Participating Group Agreement, except to the extent such Losses are caused by the negligence or willful misconduct of any Participating Group Party.

NOT FOR DISTRIBUTION. THE INFORMATION CONTAINED HEREIN IS CONFIDENTIAL, PROPRIETARY AND CONSTITUTES TRADE SECRETS OF CAREMARK

6. Confidentiality. Participating Group agrees to be bound by the confidentiality provisions set forth in Section 10 of the TPA Agreement.

7. Government Programs. To the extent required by applicable law or contractual commitment, Participating Group agrees to fully and accurately disclose and report to Medicare, Medicaid or other government health care programs any discount, rebate or other credit received by Participating Group, Administrator, or one or more third parties under this Participating Group Agreement, whether reflected in the fees for the products and services or otherwise provided hereunder, as discounts against the price of the drugs, under all applicable state or federal programs that provide reimbursement to Participating Groups for products or services provided by Caremark. It is the intention of the parties, that for purposes of the Federal Anti-kickback Statute, any discount, rebate or other credit, shall constitute and be treated as discount against the price of drugs within the meaning of 42 U.S.C.§1320a-7b(b)(3)(A).

8. Compliance with Law. Each party shall comply with the provisions of all applicable laws relating to the performance of its obligation under this Agreement. Each party is responsible for obtaining its own legal advice concerning its compliance with applicable laws.

9. Disclosure. Participating Group acknowledges and agrees that, pursuant to the TPA Agreement, Caremark pays to Administrator, and/or one or more third parties, certain credits and administrative, implementation, broker, consulting or other fees (collectively, "Additional Credits"). Participating Group represents that it has received from Administrator information regarding all Additional Credits paid by Caremark, which are related to Participating Group and its Plan Participants' utilization. For purposes of the Federal Anti-Kickback Statute and any required government reporting, Participating Group acknowledges and agrees that Additional Credits paid on behalf of Participating Group shall constitute and shall be treated by Participating Group as a discount against the price of drugs within the meaning of 42 U.S.C. §1320a 7b(b)(3)(A).

10. Survival. Sections 2 (Billing and Payment), 3.3(a) (PDD), 5 (Indemnification), 6 (Confidentiality), Section 7 (Government Programs), and Section 10 (Survival), shall survive the termination or expiration of this Participating Group Agreement.

NOT FOR DISTRIBUTION. THE INFORMATION CONTAINED HEREIN IS CONFIDENTIAL, PROPRIETARY AND CONSTITUTES TRADE SECRETS OF CAREMARK

Administrator and Caremark by their signatures hereto accept and agree to the participation of the Participating Group identified above under the TPA Agreement in accordance with the terms of the TPA Agreement and this Participating Group Agreement.

CAREMARKPCS HEALTH, L.L.C.

By: Allison Brown

Its: SVP, Underwriting

Date: 10-31-12

[PARTICIPATING GROUP NAME]

By: Samantha D. Abell

Its: City Manager, Gautier

Date: 9/24/12

FOX-EVERETT, INC.

By: Diane Wood

Its: VP

Date: 9/24/12

NOT FOR DISTRIBUTION. THE INFORMATION CONTAINED HEREIN IS CONFIDENTIAL, PROPRIETARY AND CONSTITUTES TRADE SECRETS OF CAREMARK

FOX | EVERETT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, ("Agreement"), effective October 1, 2012 is entered into by and between Creative Healthcare Solutions, Inc. and Fox-Everett, Inc., located at 300 Concourse Blvd, Suite 300, Ridgeland, MS 39157 (the "Business Associate"), and City of Gautier Employee Health Plan, a Mississippi (the "Covered Entity").

WHEREAS, the parties have a business arrangement under which the Business Associate may regularly use and/or disclose Protected Health Information ("PHI") and/or Electronic Protected Health Information ("ePHI") received from, or created or received on behalf of, Covered Entity in its performance of the services described below; and

WHEREAS, both parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the applicable regulations promulgated thereunder at 45 C.F.R. Part 160 and 164 Subparts A, C and E; and

WHEREAS, Covered Entity is required by the Privacy Rule and the Security Rule issued pursuant to HIPAA to obtain satisfactory assurance that Business Associate will appropriately safeguard the PHI and/or ePHI received from, or created or received on behalf of, Covered Entity; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which PHI and/or ePHI that is provided by, created by or received by the Business Associate from or on behalf of the Covered Entity will be handled between the Business Associate and the Covered Entity and with third parties during the term of the Agreement and after its termination.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Covered Entity and the Business Associate agree as follows:

1. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATES

1.1. Functions and Activities on Behalf of Covered Entity: Pursuant to the Services Agreement between the Covered Entity and the Business Associate, the Business Associate provides services ("Services") for the Covered Entity that involves the use and disclosure of PHI. These Services may include administration of employee benefits. Except as otherwise limited by this Agreement, Business Associate may make any uses and disclosures of PHI necessary to perform Services and meet its obligations under this Agreement, if such use or disclosure would not violate the Privacy Rule if done by Covered Entity. All other uses or disclosures by Business Associate not authorized by this Agreement or by specific instruction of Covered Entity are prohibited.

1.2. Management and Administration. Except as otherwise limited in this Agreement

1.2.1. the Business Associate may use PHI received by the Business Associate in its capacity as Business Associate to the covered entity for the proper management and administration of the Business Associate and to carry out the legal responsibilities of the Business Associate.

1.2.2. the Business Associate may disclose PHI received by the Business Associate in its capacity as Business Associate for the proper management and administration of the Business Associate, provided that disclosures are Required by Law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; such person or entity shall notify the Business Associate of any instances of which it is aware in which

the confidentiality of the information has been breached.

1.3. Data Aggregations Services. Except as otherwise limited in this Agreement, the Business Associate may aggregate the PHI in its possession with the PHI of other covered entities that the Business Associate has in its possession through its capacity as a business associate to other covered entities provided that the purpose of such aggregation is to provide the Covered Entity with data analyses relating to the Health Care Operations of the Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).

2.. OBLIGATIONS AND ACTIVITES OF BUSINESS ASSOCIATE

2.1. Obligations of the Business Associate for PHI. With regard to its use and/or disclosure of PHI, the Business Associate agrees to do the following:

2.1.1. Use and/or disclose the PHI only as necessary and as permitted or required by this Agreement or as otherwise Required by Law;

2.1.2. Develop, implement and maintain appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement;

2.1.3. Report to the designated Privacy Officer of the Covered Entity, in writing, any use and/or disclosure of PHI that is not permitted or required by this Agreement or Breach of PHI by the Business Associate of which the Business Associate becomes aware within five (5) days of the Business Associate's discovery of such unauthorized use and/or disclosure;

2..1.4. Mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement, or Breach of PHI by the Business Associate;2.1.5. Ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the Business Associate on behalf of the Covered Entity agrees, in writing, to the same restrictions and conditions that apply through this Agreement and any HIPAA regulations issued by Secretary to the Business Associate with respect to such information;

2.1.6. Provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. 164.524;

2.1.7. Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;

2.1.8. Make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule;

2.1.9. Document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and section 2.2;

2.1.10. Provide to the Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with Section 2.1.9 of this Agreement, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R.

164.528; and

2.1.11. Use PHI, disclose PHI to the Business Associate's subcontractors, agents or other third parties, or request PHI from the Covered Entity, only the Minimum Necessary to perform or fulfill a specific function required or permitted hereunder; provided however such requirement does not apply to section 45 C.F.R. 164.502(b)(2).

2.2. Obligations of the Business Associate for ePHI. Pursuant to the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") of American Recovery and Reinvestment Act of 2009, Business Associate acknowledges that 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 shall apply to business associates in the same manner that such sections apply to covered entities. Business Associate further acknowledges that civil and criminal penalties shall apply for any business associate who violates any security provision as set forth in this Section and its subparts. Business Associate shall

2.2.1. Fully implement administrative, physical and technical safeguards, policies and procedures, and documentation requirements of section 2.2 within a reasonable period of time, but no later than February 17, 2010;

2.2.2. Ensure that any and all agents, including subcontractors, to whom the Business Associate provides ePHI further complies with section 2.2 of this Agreement;

2.2.3. Report to the Covered Entity of any Breach of Unsecured PHI of which it discovers without unreasonable delay and in no case later than five (5) days. Such report shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed during such Breach;

2.2.4. Make its policies and procedures related to the implementation of security safeguards available to the Secretary of the Department of Health and Human Services for purposes of determining the Covered Entity's compliance with the security standards set forth in 45 C.F.R. 164; and

2.2.5. Document such disclosures of ePHI and information related to carry out treatment, payment and health care operations as provided in 45 C.F.R. 164.506 provided that the Business Associate is acting on behalf of Covered Entity and Covered Entity uses or maintains an electronic health record with respect to PHI.

2.3. HITECH Act. Beginning February 17, 2010, pursuant to the HITECH Act, Business Associate acknowledges that a business associate that obtains or creates PHI pursuant to a business associate agreement (as described in 45 C.F.R. § 164.502(e)(2)) with a covered entity may use and disclose such PHI only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 C.F.R. § 164.504(e).

2.3.1. Business Associate acknowledges pursuant to the HITECH Act that a business associate must also comply with any additional requirements contained in the HITECH Act that relate to privacy and that are made applicable with respect to covered entities.

2.3.2. Business Associate acknowledges that civil and criminal penalties shall apply for any business associate who violates any these provisions.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1. Representations, Warranties and Covenants of the Business Associate: The Business Associate represents, warrants and covenants to the Covered Entity:

3.1.1. That it is duly organized, validly existing and in good standing under the laws of

the jurisdiction in which it is organized or licensed, it has full power to enter into this Agreement and to perform its obligations hereunder, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate and/or other actions and will not violate any provisions of any license, corporate charter, bylaws or other governing documents;

3.1.2. That neither the execution of this Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate or modify any of its governmental authorizations or assets required for its performance hereunder;

3.1.3. The Business Associate shall not enter into any agreement that the execution and/or performance of which would violate or interfere with this Agreement;

3.1.4. It is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition and is not aware of any claim for the filing of an involuntary petition;

3.1.5. That all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to the Business Associate by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this Agreement including, without limitation, the requirement that all modifications or limitations that the Covered Entity has agreed to with regards to the use and disclosure of PHI of any individual that materially affects and or limits the use and disclosures that are otherwise permitted under the Agreement will be communicated to the Business Associate, in writing, and in a timely fashion;

3.1.6. That it will reasonably cooperate with the Covered Entity in the performance of the obligations under this Agreement;

3.1.7. That neither the Business Associate, nor its shareholders, members, managers, directors, officers, agents, employees or members of its workforce have been excluded or served notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including, but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above; and

3.1.8. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations, warranties or covenants may be inaccurate or may become incorrect.

4. TERM AND TERMINATION

4.1. Term. The Term of this Agreement shall be effective as of the Effective Date and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI protections are extended to such information, in accordance with the termination provisions in this Section.

4.2. Termination for Cause. Upon the Covered Entity's knowledge of a material breach of the Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation and terminate this Agreement and any related agreements if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Agreement and any related agreements if the Business Associate has breached a material term of this Agreement and cure is not possible within a reasonable amount of time.

4.3. Termination by Business Associate. If the Business Associate makes the determination that a material condition of performance has changed under this Agreement, or that the Covered Entity has breached a material term of this Agreement, the Business Associate may provide (30) days notice of its intention to terminate this Agreement. The Business Associate agrees, however, to cooperate with the Covered Entity to find a mutually satisfactory resolution to the matter prior to terminating and further agrees that, not withstanding this provision, it shall not terminate this Agreement as long as the original Services Agreement is in effect.

4.4. Effect of Termination.

4.4.1. Except as provided in section 4.4.2, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the PHI.

4.4.2. In the event that the Business Associate determines that returning or destroying the PHI is not feasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of the PHI is not feasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as the Business Associate maintains such PHI.

5. INDEMNIFICATION

5.1. Indemnification. The Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce against and from all actual and direct losses suffered by the Covered Entity and any and/or all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty or covenant hereunder or from any negligence or wrongful acts or omissions, including failure of the Business Associate to perform its obligations under the Privacy Rule. Accordingly, on demand, the Business Associate shall reimburse for and/or defend the Covered Entity against any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed by any third party or incurred by the Covered Entity which results from the Business Associate's breach hereunder. The Business Associate's obligation to indemnify the Covered Entity shall survive the expiration or termination of this

Agreement for any reason.

6. MISCELLANEOUS

6.1. Survival. The respective rights and obligations of the Business Associate shall survive termination of this Agreement indefinitely.

6.2. Amendments; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the parties. However, the parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

6.3. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors of the parties, any rights, remedies, obligations or liabilities whatsoever.

6.4. Notices. Any notices to be given hereunder to a party shall be made via certified U.S. Mail and/or express courier to such party's address given below.

If to the Business Associate, to:

Creative Healthcare Solutions, Inc. a wholly owned subsidiary of Fox-Everett, Inc.
300 Concord Blvd, Suite 300
Ridgeland, MS 39157

If to the Covered Entity to:

Client/Plan: City of Gautier Employee Health Plan

Executive: Samantha D. Abell

Address 3330 Highway 90

City Gautier State MS , Zip 39553

Each party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner herein above provided.

6.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile or other electronic copies hereof shall be deemed to be originals.

6.6. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be settled by arbitration, in Jackson, Mississippi, in accordance with the rules then obtained from the American Health Lawyers Association Dispute Resolution Service, or other arbitration service mutually agreed by the parties, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to recover reasonable attorneys' fees.

6.7. Limitation of Liability. The Covered Entity shall not be liable to the Business Associate for any incidental, consequential, special or punitive damages of any kind or nature whether such liability is asserted on the basis of contract, tort (including negligence or strict liability), or otherwise.

6.8. Regulatory Reference. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended, and for which compliance is required.

6.9. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Rule.

6.10 Audits. Audits shall be performed during the business associate's normal business hours. An agent of the covered entity may perform audits provided that such agent signs an acceptable confidentiality agreement. Each party agrees to provide reasonable assistance and information to the auditors. Covered entity acknowledges and agrees that if it requests an audit, it shall reimburse business associate for business associate's reasonable expenses, including copying and labor costs, in assisting covered entity to perform the audit. Each party also agrees to provide such additional information and reports as the other party shall reasonably request.

7. DEFINITIONS

7.1. Covered Entity. For purposes of this Agreement, shall mean City of Gautier Employee Health Plan.

7.2. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E.

7.3. Security Rule. "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and C.

7.4. Designated Record Set. "Designated Record Set" shall have the same meaning set forth in 45 C.F.R. 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.

7.5. Health Care Operations. "Health Care Operations" shall have the same meaning set forth in 45 C.F.R. 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.

7.6. Privacy Officer. "Privacy Officer" shall have the same meaning as set forth in 45 C.F.R. 164.530(a)(1) as such provision is currently drafted and as it is subsequently updated, amended or revised.

7.7. Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as set forth in 45 C.F.R. 164.501, limited to the information created or received by the Business Associate from or on behalf of the Covered Entity.

7.8. Individual. "Individual" shall have the same meaning as set forth in 45 C.F.R. 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).

7.9. Required By Law. "Required By Law" shall have the same meaning as set forth in 45 C.F.R. 164.501.

7.10. Electronic Protected Health Information. "Electronic Protected Health Information" or "ePHI" is PHI which is kept, maintained, stored, received or transmitted in electronic form.

7.11. Administrative Safeguards. "Administrative Safeguards" shall have the same meaning as set forth in 45 C.F.R. 164.304.

7.12. Integrity. "Integrity" shall have the same meaning as set forth in 45 C.F.R. 164.304.

7.13. Physical Safeguards. "Physical Safeguards" shall have the same meaning as set forth in 45 C.F.R. 164.304.

7.14. Security Incident. "Security Incident" shall have the same meaning set forth in 45 C.F.R. 164.304.

7.15. Technical Safeguards. "Technical Safeguards" shall have the same meaning as set forth in 45 C.F.R. 164.304.

7.16. Confidentiality. "Confidentiality" shall have the same meaning as set forth in 45 C.F.R. 164.304.

7.17. Availability. "Availability" shall have the same meaning as set forth in 45 C.F.R. 164.304.

7.18. Secretary. "Secretary" shall mean the Secretary of Health and Human Services.

7.19. Unsecured PHI. "Unsecured Protected Health Information" means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

7.20. Breach. "Breach" is defined as the unauthorized acquisition, access, use, or disclosure of which PHI compromises the security or privacy of such information except where the unauthorized individual to whom the disclosure is made would not reasonably have been able to retain such information.

7.20.1. A Breach is not an authorized acquisition, access, use, or disclosure by an employee or individual acting under the authority of the Covered Entity or the Business Associate, if made in good faith and within the course and scope of employment or other professional relationship with the Covered Entity or the Business Associate and the information is not further acquired, accessed, used or disclosed by any person.

7.20.2. A Breach is also not any inadvertent disclosure from an individual who is otherwise authorized to access PHI at a facility operated by the Covered Entity or the Business Associate to another similarly situated individual at the same facility if such information is not further acquired, accessed, used or disclosed without authorization.

7.21. Minimum Necessary. "Minimum Necessary" means, unless otherwise defined by regulations hereinafter issued by the Secretary, the use, disclosure or request of PHI limited to the limited data set as defined in section 164.514(e)(2) or if needed by such Business Associate, to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request, respectively.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf effective as of the Effective Date.

COVERED ENTITY

Client/Plan City of Gautier

By: Samantha D. Abell

Print Name Samantha D. Abell

Title: CITY MANAGER

Date: 9/24/12

BUSINESS ASSOCIATE

Creative Healthcare Solutions, Inc. a wholly owned subsidiary of Fox-Everett, Inc.

By: Diane L Moore

Print Name: Diane L. Moore

Title: Exec. V.P.

Date: 9/24/12

Audits shall be performed during the business associate's normal business hours. An agent of the covered entity may perform audits provided that such agent signs an acceptable confidentiality agreement. Each party agrees to provide reasonable assistance and information to the auditors. Covered entity acknowledges and agrees that if it requests an audit, it shall reimburse business associate for business associate's reasonable expenses, including copying and labor costs, in assisting covered entity to perform the audit. Each party also agrees to provide such additional information and reports as the other party shall reasonably request.

City of Gautier

Underwritten for: Fox-Everett
TPA: Fox-Everett
Effective Date: October 1, 2012

Fully-Insured Transplant Coverage

Commissions	0%
Single Rate (74 Lives)	$4.99
Family Rate (80 Lives)	$13.02
Estimated Annual Premium	$16,930
Lifetime Maximum	$1,000,000

Brief Description of Benefits:

- $0.00 Deductible
- Other Lifetime Maximum Options may be available upon request
- 12-month "Incurred" Benefit Period
- Transplant Services Coverage for:
  heart, heart/kidney, heart/lung(s), lung(s), liver, liver/cadaveric, liver/kidney, liver/live donor, pancreas, kidney, simultaneous kidney and pancreas, pancreas after kidney, small bowel, allogeneic related, allogeneic unrelated, autologous, synogeneic, cord blood, peripheral stem cell transplants
- Case Management by Fairmont Specialty
- Fairmont Specialty Transplant Network
- Excluded: Common cornea transplants and other minor cost procedures

Please refer to the Policy for expenses incurred for treatment arising from Pre-Existing Conditions.

Note additional disclosure requirements shown on Underwriting Requirements page.

Sign: Samantha D. Hall
Date: 10/31/12

Carrier: United States Fire Insurance Company
Underwriter: Sabrina Chvojicek

Additional Information and Final Underwriting Requirements

TO NOTIFY Fairmont Specialty OF SALE the group may sign and date the
Rates assume standard benefits (as determined by Fairmont Specialty).
Quote terms are conditional and subject to change based on receipt, review, and approval by Fairmont Specialty of the following:

All INFORMATION REQUESTED ON THE RATE PAGE of this Proposal
Properly executed APPLICATION

An ACTIVELY-AT-WORK provision applies and will only be waived upon receipt and approval of the Disclosure Statement and any requested information

EFFECTIVE DATE CENSUS to include year of birth or age, gender, Single/Family, and disclose COBRA-ELIGIBLE, RETIRED, and DISABLED INDIVIDUALS Disclosure of MULTIPLE LOCATIONS and the number of participants in each

<u>This proposal is subject to the following:</u>

Eligibility for participation will mirror the group's underlying Plan Document
TRUE EMPLOYEE/EMPLOYER RELATIONSHIP must exist

AGENT/BROKER must be properly licensed and appointed with the issuing carrier
EXCLUSIONS AND LIMITATIONS as stated in the Policy
THIS PROPOSAL WILL EXPIRE if not accepted within 30 days after the proposed effective date
Fairmont Specialty reserves the right to revise the terms of this proposal after review of any updated information. All terms, rates, and factors are subject to final underwriting. Final underwriting will not take place until the Application, premium, final Disclosure, and any and all other requested information is received. Final Disclosure means Disclosure Statement updated thru the date it is signed and accepted by Fairmont Specialty
Employer sign-off on Lifetime maximum disclosure form
RE-UNDERWRITING ACKNOWLEDGEMENT: In the event of a population shift of greater than 25% in membership or employee base during the contract period, the Policy will be subject to re-underwriting or termination

AmericanHealth

New Client-Group Profile for CADr

Type of Request	☒ Add ☐ Change ☐ Delete
Effective Date Requested	10/01/2012 should be at least 30 days from date this form is completed & sent to BST
Client Information	**Business Name:** Fox/Everett, Inc. Address line 1: Attention: Nita Miller Address line 2: P.O. Box 6006 City, State, Zip: Ridgeland, Mississippi, 39158-6006 Main Phone: 601-607-5464 Fax: 601-607-5664 Web Site: www.foxeverett.com
Type of Client	☐ TPA; ☐ PPO; ☐ Reinsurer; ☐ Health and Welfare Fund; ☐ Employer Group; ☐ Broker/Consultant; ☐ Other. describe
Group Information (attach a separate form for each group)	Group Name: City of Gautier Address line 1: Attention: Veneice Barnett Address line 2: 3330 Highway 90 City, State, Zip: Gautier, Mississippi 39553 Main Phone: 228-497-2539 Fax: 228-497-8028 Web Site:
Total # Employees (for group)	143
Group Type	Is group ☐ fully-insured ☒ self-funded
Health Plan Type (check all that apply)	☒ PPO ☐ HRA ☐ HSA
Plan Name	City of Gautier Employee Health Benefit Plan
Group Number	85
Plan Number	501 Medical
Format for eligibility submission	☐ i-Suite Import 3 1 Layout ☐ EZ Eligibility Format in order to have eligibility loaded and member materials mailed, a clean file (no errors) must be received no later than 15 days prior to the requested go live date.
Member Communications Mailed to:	☒ Client; ☐ Group

MASTER CONTACT SECTION	
Primary Contact: Name: Contact information: E-mail address:	(Person who will regularly interface with American Health for questions or concerns) Veneice Barnett Title: HR Assistant Direct phone number: 228-497-2539 Fax number: 228-497-8028 vbarnett@gautier.ms.us
Billing/Invoice Contact Name: Name Contact information: E-mail address:	(Person who will handle remittance of payments to American Health) Lisa Head Title: EB Enrollment/Billing Direct phone number: 601-607-5441 Fax number: 601-607-5641 lisa.head@foxeverett.com
Legal/Contracts Contact Name: Name Contact information: E-mail address:	(Person who has authority to sign contract on behalf of client) Veneice Barnett Title: HR Assistant Direct phone number: 228-897-2539 Fax number: 228-497-8028 vbarnett@gautier.ms.us
Marketing Contact Name: Name Contact information: E-mail address:	(Person who should receive marketing and member communication materials) Veneice Barnett Title: HR Assistant Direct phone number: 228-897-2539 Fax number: 228-897-8028 vbarnett@gautier.ms.us

AmericanHealth

New Client Profile (continued)

MASTER CONTACT SECTION	
Reports to:	Name: Robin DiGiacomo Title: Account Manager Direct phone number: 228-897-6755 Fax number: 601-607-5955 E-mail address:robin.digiacomo@foxeverett.com
Consultant/Broker: Contact Name Contact information: E-mail address:	Fox/Everett Inc Robin DiGiacomo Title: Account Manager Direct phone number: 228-897-6755 Fax number: 601-607-5955 robin.digiacomo@foxeverett.com
OTHER INSTRUCTIONS	
Pricing:	☐ PEPM, rate ☒ Other arrangement, explain TPA will bill client, received payment and remit to AHH
Special Instructions:	PLEASE SEND INITIAL ENROLLMENT CARDS AND EDUCATIONAL LITERATURE TO FOX/EVERETT, INC FOR REVIEW. THEREAFTER, SEND DIRECTLY TO PARTICIPANT. GLENDA ALFORD SENDS ELIGIBILITY FILES TO AHH ON A SET SCHEDULE IN AN ACCEPOTABLE FORMAT

Submitted By	Name: Robin DiGiacomo Date Submitted: 9/24/2012

Forward completed form to the American Health
Fax: (614) 818-3231 or email: CADr@ahhinc.com

CLAIMS PROCESSING AGREEMENT

THIS AGREEMENT is made and entered into by and between Creative Healthcare Solutions, Inc. a wholly owned subsidiary of Fox-Everett, Inc., a Mississippi corporation, with its principal office at Ridgeland, Mississippi (hereinafter sometimes referred to as the "Third Party Claims Administrator" or "TPCA"), and City of Gautier Employee Health Plan with its principal office at Gautier, MS (hereinafter sometimes referred to as the "Employer"):

WITNESSETH

WHEREAS, Employer provides sickness, accident, medical, surgical, hospital, and other similar health-care benefits to its employees under a self-insured employee group medical benefits plan named [plan name] (herein, together with all amendments from time to time thereto, the "Plan"): and

WHEREAS, Employer desires to utilize the claims processing services of the Third Party Claims Administrator in processing the claims of its employees for such health care benefits: and

WHEREAS, the Third Party Claims Administrator is engaged in the business of providing such third-party claims processing services for employee group health care plans and has agreed to provide these claims processing services on behalf of the Plan for the Employer in accordance with the terms hereof:

NOW, THEREFORE, IN CONSIDERATION of the premises, the mutual covenants and agreements contained herein, and other good and valuable considerations each to the other given, the receipt and sufficiency of which are both bound, the Employer and the TPCA do hereby mutually agree as follows:

1. Services. The Third Party Claims Administrator agrees to perform the following services for the Employer in connection with processing claims for health care and dental benefits provided by Employer to its employees through the Plan:

A. Consulting Services:

(i) assisting the Employer in the preparation of the Schedule of Benefits with respect to the eligibility, benefits and similar related provisions of the Plan;

(ii) assisting the Employer in procuring "excess" or "stop-loss" insurance on behalf of the Plan;

(iii) assisting the Employer in developing, designing, and installing the procedures and systems for processing requests and claims for benefit payments, including the preparation of the following forms and materials necessary to implement the Plan: employee benefits booklet, benefits draft checks, and other similar and related forms necessary and incidental to the proper processing of claims for the Plan, although the cost of printing and

distributing such forms shall be the responsibility of and shall be paid by the Employer;

(iv) assisting the Employer with planning and communicating rates and benefits to employees, including assisting Employer with rate adjustments and appraising Employer of current health care field innovations and changes; and

(v) providing advice and counsel to the Employer on unusual, questionable, or disputed claims including, but not limited to, the evaluation of trends, recurring problems and possible abuses of the benefits program.

(vi) When legally required, make Form 1099 reports to the Internal Revenue Service of the United States Department of the Treasury and send separate statements to providers furnishing information required by the Internal Revenue Code of 1986, as amended, and Treasury Regulations thereunder regarding any amounts paid to providers of medical services.

B. Claims Processing Services:

(i) establishing and maintaining daily batch files on claims for benefits;

(ii) receiving, acknowledging, examining, verifying, processing, paying and determining the validity of each request and claim for benefit payments under the Plan through any appropriate investigation which the Third Party Claims Administrator deems necessary, including, but not limited to, coordination of benefits provided from other sources, with the Third Party Claims Administrator retaining all documentation and other information pertaining to such claims and payments but with such information and documentation remaining at all times the property of the Employer which may be obtained by the Employer from the Third Party Claims Administrator at any time;

(iii) adjusting all requests and claims for benefit payments in a prompt and equitable manner in accordance with the provisions of the Plan, including, but not limited to, preparation and distribution of payment drafts and the explanation of benefit payments;

(iv) assisting the Employer in securing professional medical and dental consultation in peer review, legal services and other professional expertise necessary to properly determine and process claims, although the cost of such professional services shall be the responsibility of and shall be paid by the Plan or Employer;

(v) assisting the Employer in the accumulation of statistical data for the preparation and timely filing by the Employer of any and all reports

required by any state and/or federal requirements; provided, however, that the Employer shall be responsible for furnishing to the participants and filing with and reporting to the respective governmental agencies all of the forms and other information required by the applicable provisions of the Internal Revenue Code of 1986, as amended, and of Part I of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA");

(vi) preparing and providing to the Employer monthly and annual claims analysis reports;

(vii) assisting the Employer in interpreting and construing the benefit provisions of the Plan;

(viii) advising and assisting the Employer in making rules and regulations with reference to the operation and administration of the benefit provisions of the Plan as may seem advisable or necessary;

(ix) establishing procedures for honoring any assignment of benefits due a participant to the provider of the medical services;

(x) providing, on a continuing basis, all claim forms, and enrollment forms, necessary to the administration of the benefit provisions of the Plan in the filing of benefits claims. The cost of plastic identification cards, printing of benefit claim checks and the cost of printing employee booklets will be the responsibility and shall be paid by the Employer; and

(xi) assisting the Employer in the claims review procedures established by the Plan.

C. COBRA Administration:

The Third Party Claims Administrator will assist the Employer and Plan in the administration of COBRA.

The Employer is responsible for notifying the Third Party Claims Administrator in a timely basis of any qualifying event under COBRA. Upon notification the Third Party Claims Administrator will mail (First Class) the necessary COBRA information to the qualified beneficiary the address that is given on the termination notice.

The Third Party Claims Administrator will process all election forms and COBRA payments from the qualified beneficiaries. All premium payments will be batched on a periodic basis and mailed to the Employer for deposit.

D. Incidental and Delegated Services:

The TPCA agrees to perform any and all other services incidental and necessary to its other duties specifically assigned by this Agreement and to carry out the purposes of this Agreement, as well as any services or duties which may subsequently be delegated to it by letter agreement between the parties which shall be attached hereto and shall become a binding part and provision of this Agreement without the necessity of resorting to a formal amendment of this Agreement.

E. Prohibited Services:

The Third Party Claims Administrator shall not be required to perform any services under this Agreement, which will constitute the practice of law, accounting, or any other profession regulated by the laws of the state of domicile of either the Employer or the Third Party Claims Administrator or by the laws of the Federal government.

2. Compensation.

Employer agrees to remit to the TPCA any and all reimbursable administrative expenses, as well as a monthly period fee of
$14.50 for medical claims administration,
$3.00 for dental claims administration,
$5.00 for Flex Reimbursement and Premium Only,
$1.50 for COBRA & HIPAA administration,
$1.00 for PPACA administration, and
$.50 for Bloodhound "Claims Edit" for each participating employee of the Employer who participates in the Plan(s), but there will be no additional fee for the participating dependents of such participating employees. These fees are payable in advance on the first day of each month, with the monthly fee being based upon the number of employees participating in the Plan during the previous month.

In the event that any of the plan documents must be re-written, the Third Party Claims Administrator will charge the Employer an additional fee of $500.00 for each document.

Other vendors fees: Employer agrees to remit to the TPCA a monthly period fee of:

- Broker fee of $3.00 PEPM
- Reinsurance premiums
- Pre-admission certification $1.95
- PPO access fee (based on the PPO) and
- for each participating employee of the Employer who participates in the Plan, but there will be no additional fee for the participating dependents of such participating employees. These fees are payable in advance on the first day of each month, with the monthly fee being based upon the number of employees participating in the Plan during the previous month.

Other vendors fees: Employer agrees to pay as claims which are eligible expenses under the Employer's reinsurance policy:

- National Access PPO fee which is 25% of savings, and

- Dialysis Negotiated Savings fee which is 10% of savings

3. Term. The term of this Agreement shall be one (3) year commencing as of the date hereof, and ending exactly one (3) year later. This Agreement and all its terms, provisions, and amendments are automatically renewed for the same term following its scheduled date of termination, unless either party gives written notice of termination. However, the Employer may remove the Third Party Claims Administrator and the Third Party Claims Administrator may also resign during the term of this Agreement in accordance with the provisions of the Plan applicable to the removal or resignation of the Employer. Paragraphs 4, 5, 7 and 8 shall survive the termination of this Agreement.

4. Indemnification. Employer agrees that it will, protect, save, hold and keep the Third Party Claims Administrator forever harmless and indemnified against and from any penalty, costs, expenses, claims, liabilities, losses, damages or charges imposed upon the Third Party Claims Administrator for any violation of any laws or ordinances by Employer. Employer further agrees that it will at all times protect, save, hold and keep the Third Party Claims Administrator forever harmless and indemnified against any and from any and all losses, costs, damages, expenses, charges, penalties, claims or liabilities imposed upon the Third Party Claims Administrator and arising out of or in any way connected with the performance by the Third Party Claims Administrator of its duties hereunder so long as such services are performed in accordance with the terms of this agreement or instructions given by the Employer to the Third Party Claims Administrator regarding performance hereunder, unless such losses, costs, damages, expenses, charges, penalties, claims, or liabilities result by reason of the sole negligence or willful misconduct of the Third Party Claims Administrator; provided, however, that, notwithstanding the foregoing, the Employer will so indemnify the Third Party Claims Administrator in connection with any services performed by the Third Party Claims Administrator pursuant to instructions given by the Employer to the Third Party Claims Administrator where such instructions require the Third Party Claims Administrator to perform services which may be subsequently deemed to be negligent or to involve willful misconduct. The Third Party Claims Administrator will indemnify and save harmless Employer from any penalties, claims, liabilities, losses, costs, damages or expenses resulting by reason of the sole negligence or willful misconduct on the part of the Third Party Claims Administrator in the performance or nonperformance of its duties hereunder; provided, however, that, notwithstanding the foregoing, the Third Party Claims Administrator will not so indemnify the Employer in connection with any services performed by the Third Party Claims Administrator pursuant to instructions given by the Employer to the Third Party Claims Administrator.

5. Government Agency Claims. The Employer acknowledges that government agencies (such as Medicare, Medicaid, or TRICARE), or their agents, may seek eligibility or similar data from the Third Party Claims Administrator or its subcontractors regarding Plan participants. Additionally, government agencies, or their agents, may submit to the Third Party Claims Administrator claims for reimbursement for benefits provided by such government agencies, or their agents, to Plan participants ("Government Claims"). The Employer authorizes the Third Party Claims Administrator to provide data requested by government agencies or their agents and authorizes Third Party Claims Administrator to process Government Claims. The Employer acknowledges that the Third Party Claims Administrator may advance payment for Government Claims on

behalf of the Employer. The Employer shall be obligated to reimburse the Third Party Claims Administrator for all amounts advanced by the Third Party Claims Administrator for payment of Government Claims, even if such advance occurs after the termination of this Agreement (since in many cases the government agencies have several years to bring such claims). The Employer shall also be obligated to also reimburse the Third Party Claims Administrator for any adjustments or reconciliations to previously processed Government Claims that may be payable to government agencies in accordance with applicable laws and regulations.

6. Draft Authority. The Third Party Claims Administrator is to have debit authority on the Plan's bank account with Hancock Bank of Gautier, MS in order to make prompt payment of meritorious claims for benefits and the Employer agrees to establish an account with said bank for this purpose and to make periodic transfers thereto so that sufficient funds will always be available therein to meet all reasonably foreseeable claims for benefits. The Employer will be responsible for the reconciliation of all bank and trust accounts.

7. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, successors and assigns from and after the date hereof.

8. Governing Law. To the extent not preempted by federal law, this Agreement shall be governed by and construed and interpreted under the laws (excluding choice of laws provisions thereof) of the State of Mississippi.

9. Effective Date. This Agreement is to be effective as of the date of its execution and the Third Party Claims Administrator will be responsible for the actual processing of claims for the Plan in accordance with its responsibilities under this Agreement beginning on the 1st day of October, 2012.

10. Non-Expertise. The parties hereby expressly acknowledge that health care plans in general, and the Plan specifically, are subject to specific and complex statutes contained in the Internal Revenue Code of 1986, as amended, and under ERISA, and to numerous regulations and rulings promulgated by the IRS and the Department of Labor, respectively, thereunder, as well as other applicable federal and state laws, governing many of the aspects of health care plans. The Employer understands and acknowledges that the Third Party Claims Administrator is not a professional tax or ERISA advisor and has no specialization or expertise in tax or ERISA matters. Consequently, the Employer agrees that final responsibility for compliance by the Plan with the applicable tax statutes and ERISA, as well as the regulations and rulings issued thereunder, and other laws applicable to health care plans shall rest with the Employer and with the designated tax and employee benefits advisor of the Employer's choosing.

11. Limitation of Authority. It is understood and agreed that the Employer has full and final authority and responsibility for the Plan and its operation. The Third Party Claims Administrator shall not have any duty or power to act on behalf of the Employer in connection with the Plan other than as expressly stated in this Agreement and the Plan. The services to be performed by the Third Party Claims Administrator shall be ministerial in nature and shall be performed within the framework of policies, interpretations, rules, practices and procedures made or established by the Employer

and/or the administrator of the Plan. The Third Party Claims Administrator shall have no discretionary authority or discretionary control over any assets of the Employer, the Plan, or Plan participants. The Employer shall not deem the Third Party Claims Administrator to be a "fiduciary" within the meaning of Section 3(21) of ERISA.

WITNESS THE SIGNATURES OF THE PARTIES, on this the 24 day of SEPTEMBER, 2012.

CLAIMS PROCESSOR: CREATIVE HEALTHCARE SOLUTIONS, INC a wholly owned subsidiary of FOX-EVERETT, INC.

BY: Diane L Moore

TITLE: Exec. V.P.

EMPLOYER:

BY: Samantha D Dodd

TITLE: CITY MANAGER

UNITED STATES FIRE INSURANCE COMPANY

Administrative Office: 5 Christopher Way, Eatontown, New Jersey 07724

PARTICIPATING ORGANIZATION ENROLLMENT FORM

This is an application to United States Fire Insurance Company for **Organ Transplant Insurance, form number AH27246,** for coverage provided under the Group Master Policy issued to The Group and Blanket Accident & Health Insurance Trust. This Application is based on the following statements, and representations.

GROUP POLICY NO. AH27244-008 _____ NEW ___X___ REVISION

1. **PARTICIPATING ORGANIZATION:** City of Gautier TIN/EIN: 64-0732369

   Address: 3330 Highway 90, Gautier, MS 39533

   Type of business or organization: City Government

   Coverage for subsidiaries: X No Yes; attach list.

   Persons who qualify within the Plan and Classes described below are eligible to be insured under the Policy.

2. **REQUESTED EFFECTIVE DATE:** October 1, 2012

3. **PLAN BENEFITS**

Class	Description of Benefits	Number Eligible
No Class	Donor Organ or Tissue Procurement, At a Participating Hospital	**N/A**
	Donor Organ or Tissue Procurement, At a Non-Participating Hospital	
	All Other Services and Supplies, At a Participating Hospital	
	All Other Services, At a Non-Participating Hospital	
	Recipient's Transportation, Lodging, & Meals,	
	Recipient's Hospital Room & Board	
	Physician Services for the Recipient, Inpatient & Outpatient	
	Surgery for the Recipient	
	Assisting Physician for the Recipient	
	Donor Transportation, Lodging, Meals	
	Donor's Medical Expenses and Follow-Up Care	
	All other Services and Supplies for the Donor	

4. **Check all types of transplants to be covered by this policy:**

Heart x	heart/lungs x	lung x
Liver x	pancreas x	kidney/pancreas x
Kidney x	bone marrow x	small bowel x

5. **Maximum Lifetime Transplant Benefit Per Individual:** $ 1,000,000

6. **Transplant Deductible:** $0.00 **Transplant Benefit Period:** 12 months

7. **DATES:** Dates applicable to Effective Dates, Termination Dates and Changes to Plan coverage will be:
   - ■ The date the event occurs.
   - ☐ The first day of the day of the month on or after the event occurs.
   - ☐ Other: _____

8. **PREMIUMS.**

[x] Monthly [ ] Other_____ Rates per $_____ per person, by Class:

Commission: ___X___ 0% _____ 10%

Class	Rate		
Single	$4.99		
Family	$13.02		

9. Premiums are determined from the rates applicable to the specified Plan and Class. Premiums are due on 10/1/2012 and the 1st day of each subsequent month and are paid by:

[x] Participating Organization Only [ ] Primary Insured Only [ ] Participating Organization and Primary Insured

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10. **OPEN ENROLLMENTS:** [ ] None. [x] As Shown in the Eligibility Section of the Plan Document

11. **Are retirees to be covered?** _____ Yes ___X___ No

12. **Are transplants covered under any other Employer policy?** _____ Yes ___X___ No

If yes, give name of insurer and summarize type of benefits: ___N/A___

13. **TRANSMITTAL AGENT** (appointed by Policyholder):

None X As Shown: Fox Everett, Inc.

Fraud Warning: Any person who, with intent to defraud or knowingly facilitates a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, or conceals information for the purpose of misleading may be guilty of insurance fraud and subject to criminal and/or civil penalties.

The undersigned Participating Organization agrees to participate in The Group and Blanket Accident & Health Insurance Trust. By signing below and payment of the initial premium the Participating Organization will become a participant in The Group and Blanket Accident & Health Insurance Trust.

SIGNED FOR THE PARTICIPATING ORGANIZATION THIS 24 **DAY OF** 2012 October.

Samantha D. Abell Samantha D. Abell City Manager

Signature **Printed Name** **Title**

DISCLOSURE STATEMENT
Contract Year
October 1, 2012 to September 30, 2013

This statement is given to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Exemption 77-9 as provided for under Section 408(a) of the Employee Retirement Income Security Act of 1974 (ERISA).

I. Fox-Everett, Inc. is the agent in this "Stop Loss" insurance transaction and has recommended that City of Gautier Employee Health Plan purchase a "Stop Loss" contract from HCC (referred to as the Reinsurance Company).

II. Fox-Everett will receive commissions from the Reinsurance Company in the amount of 15 % of premium on the Stop Loss Insurance.

III. Fox-Everett is not an affiliate of the Reinsurance Company and the ability to recommend contracts is not limited by agreement with the Companies.

IV. Creative Healthcare Solutions, Inc., a wholly owned subsidiary of Fox-Everett, Inc. will receive a medical claims administration fee of $14.50, a dental claims administration fee of $3.00, a Flex Reimbursement/Premium Plan of $5.00, a COBRA & HIPAA administration fee of $.50, a PPACA fee of $1.00, a Bloodhound "Claims Edit" fee of $.50, a PPO repricing fee of $.50.

V. Creative Healthcare Solutions will also receive the following compensation from vendors providing services to the Plan for our administration of these services: $.76 per covered employee per month from the pre-admission certification carrier, $1.85 per paid prescription claim from the pharmacy benefit manager, 5% of savings on non-network claims processed through NHBC's National Access PPO and 2% of savings from Med Cost Solutions on negotiated dialysis claims.

Fox-Everett, Inc.
By: Diane L Moore

ACKNOWLEDGEMENT AND APPROVAL

I, Samantha D. Abell, a fiduciary of City of Gautier Employee Health Plan declare as follows:

I. That I am not an affiliate of the agent or the Reinsurance Company:

II. That I will not receive, directly or indirectly, any compensation for my own personal account in connection with the purchase of the Plan of the contract recommended by the agent:

III. That I acknowledge receipt of and I have read and understand the disclosures contained in this statement:

IV. That I have reviewed a copy of the sales proposal, and understand the charts, fees, penalties or adjustments described therein, which may be imposed under the recommended contract;

V. That I have the authority to approve the purchase by the Plan or the recommended contract;

VI. That I hereby approve the purchase by the Plan of the contract recommended by the Agent.

(Signature of Witness)	Samantha D. Abell (Signature of Fiduciary)	9/24/12 (Date Signed)

Motion was made by Councilwoman Martin, seconded by Councilman Anderson and unanimously to recess until July 22, 2013 at 3:30 PM.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Council of the City of Gautier, Mississippi at the meeting of August 6, 2013.