

**STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER
CITY OF PICAYUNE**

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 815 North Beech Street, in said City, Tuesday, March 1, 2011, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Larry Watkins, Lynn Bumpers, Todd Lane, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Priscilla Daniel.

It Being Determined a quorum was present, the following proceedings were held.

Opening prayer was given by Council Member Larry Watkins, followed by the Pledge of Allegiance led by Mayor Ed Pinero.

AT THIS TIME FIRE CHIEF KEITH BROWN WAS RECOGNIZED AS FIRE CHIEF OF THE YEAR

MOTION TO TABLE APPROVAL OF MINUTES

Motion was made by Council Member Watkins, seconded by Council Member Lane to table the approval of the Minutes for the City of Picayune dated February 15, 2011.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO APPROVE DOCKET

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve the docket for March 1, 2011 in the amount of \$394,450.13.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

PROCLAIM MARCH AS INTELLECTUAL/DEVELOPMENTAL DISABILITIES MONTH

Motion was made by Council Watkins, seconded by Council Member Lane to approve request from ARC of Pearl River County to proclaim the month of March as Intellectual/Developmental Disabilities Awareness Month and March 25, 2011 as I/DD Awareness Day.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE SIXTH ANNUAL EGG DROP AT PICAYUNE MUNICIPAL AIRPORT

Motion was made by Council Member Breland, seconded by Council Member Lane to approve request from Picayune Main Street to hold the Sixth Annual Egg Drop at Picayune Municipal Airport on April 16, 2011 and in case of inclement weather the Egg Drop will be postponed until April 23, 2011.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE BIDS FOR AIR CONDITIONER UNITS OPENED AND ACCEPTED BY PICAYUNE SCHOOL DISTRICT ON FEBRUARY 8, 2011 FOR THE EECBG GRANT

Motion was made by Council Member Gouguet, seconded by Council Member Lane to approve bids for air conditioner units opened and accepted by Picayune School District on February 8, 2011 for the EECBG Grant. The lowest bid was accepted from Carrier Enterprise LLC for Bryant A/C in the amount of \$45,116.00.

BID TO SELL A/C UNITS

Bidders	16 (4 ton units)	4 (5 ton units)	20 (total units)
Southern Compressors 2358 Connecticut Ave. Kenner, La 70062	<u>\$ 800.00 Freight</u> <u>\$ 32,496</u> <u>\$ 21,712</u> <u>\$ 2,256</u>	<u>\$ 200.00 Freight</u> <u>\$ 8,948</u> <u>\$ 6,028</u> <u>\$ 564</u>	<u>\$ 73,004</u>
Total Bid:	<u>\$ 57,264</u>	<u>\$ 15,740</u>	
Guarino Distributing 1700 E. Canal St. Picayune, MS 39466	<u>\$ 28,720</u> <u>\$ 12,224</u> <u>\$ 1,072.96</u>	<u>\$ 8,012</u> <u>\$ 3,056</u> <u>\$ 283.08</u>	
Total Bid:	<u>\$ 42,016.96</u>	<u>\$ 11,351.08</u>	<u>\$ 53,368.04</u>
Mike's Custom Mechanical 3946 Central Ave., NE Columbia Heights, MN	<u>\$ 3,200 Freight</u> <u>\$ 62,400</u> <u>\$ 27,200</u> <u>\$ 2,400</u>	<u>\$ 800.00 Freight</u> <u>\$ 16,800</u> <u>\$ 6,800</u> <u>\$ 600</u>	
Total Bid:	<u>\$ 95,200</u>	<u>\$ 25,000</u>	<u>\$ 120,200.00</u>
Carrier Enterprise LLC 5600 Salmen St Harahan, La 70123	<u>N/A</u>	<u>N/A</u>	<u>\$ 45,116 Bryant</u> <u>\$ 45,324 Carrier</u>
C & S Heating & Air 3116 Shaw Smith Rd. Perkinston, MS 39573	<u>N/A</u>	<u>N/A</u>	<u>\$ 48,562</u>
Electric Services & Control 4400 Longfellow Drive New Orleans, LA 70127	<u>N/A</u>	<u>N/A</u>	<u>\$ 75,600</u> (Includes \$2,000 Freight)

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE PAYMENT TO DUNGAN ENGINEERING FOR ENGINEERING SERVICES ON THE MARGARET REED CROSBY LIBRARY ROOF REPAIRS

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to approve request to pay \$4,000.00 for Engineering Services to Dungan Engineering, P.A. on the Margaret Reed Crosby Library Roof Repairs.



Dungan Engineering, P.A.
P. O. Box 150
1574 Highway 98 East
Columbia, MS 39429

February 04, 2011
Project No: 1700C041
Invoice No: 3

City of Picayune
815 North Beech Street
Picayune, MS 39466

Crosby Margaret Reed Library Roof Repairs

Professional Services for the Period: December 25, 2010 to January 21, 2011

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Design Phase Engineering	13,000.00	100.00	13,000.00	13,000.00	0.00
Construction Phase Engineering	8,000.00	100.00	8,000.00	4,000.00	4,000.00
Total Fee	21,000.00		21,000.00	17,000.00	4,000.00
	Total Fee				4,000.00
			Total Project Invoice Amount		\$4,000.00

BRW
2-14-11

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO REFUND THE FEDERAL AVIATION ADMINISTRATION

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve request to refund the Federal Aviation Administration \$12,402.00 which was an Overpayment to the City of Picayune on the Runway Rehab Project.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports District Office
100 West Cross Street, Suite B
Jackson, Mississippi 39208-2307

February 22, 2010

The Honorable Ed Pinero, Jr.
Mayor of Picayune
815 North Beech Street
Picayune, MS 39466

Re.: Project Closeout, AIP Project 3-28-0060-016-2010
Picayune Municipal Airport

Dear Mr. Pinero:

We have reviewed the closeout documents submitted for this project. Based on the information provided, the total cost of the project is \$624,934.76. The federal share of the project cost is 95%, or \$593,688.00. The final payment report is listed below:

Final Payment Report

Original Grant Amount:	\$614,997.00
Amended Grant Amount:	NA
Final Grant Payable:	\$593,688.00
Previous Payments:	\$606,090.00
Final Payment:	(\$12,402.00)

Please send a check made out to the FAA in the amount of \$12,402.00 for the overpayment. Please reference the grant number on your check. If you have questions, please call me at 601-664-9885.

Thank you for your efforts in closing this project.

Jeff Orr
Program Manager

cc:
MDOT, Aeronautics Division

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouquet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO SURPLUS 2 (TWO) X-MARK MODEL MOWERS AND BECAUSE OF THE CONDITION OF THE MOWERS TO SCRAP THEM

Motion was made by Council Member Lane, seconded by Council Member Watkins to approve request to surplus X-Mark Mower Model # LZ25KC604 S/N #351168 and an additional X-Mark Mower Model # LZ27KC604 S/N #391055 and because of the condition of the mowers to scrap them.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE PURCHASE OF COMPREHENSIVE/COLLISION INSURANCE ON FIRE DEPARTMENT VEHICLES

Motion was made by Council Member Breland, seconded by Council Member Watkins to approve purchase of Comprehensive/Collision Insurance on Fire Department vehicles.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE CONTRACT WITH RJ YOUNG FOR TWO (2) CANON 3235 PRINTERS

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to approve contract with RJ Young for two (2) Canon 3235 Printers, authorize Mayor's signature on said contract, and to approve buyout of Xerox contract.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI DEPARTMENTS
AND VENDORS
(applicable to equipment rental transactions)

The Agreement is entered into by and between City of Picayune (hereinafter referred to as Customer), and R J Young (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. Ship-to and/or Installed-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.

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- 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.

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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 devices 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.

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 devices. (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 noncompatible equipment, or 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.

11. 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 SUPPLES:

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

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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 specifications 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 _____ day of _____, 20_____.

Vendor: Karen Clantu

By: _____
Authorized Signature

Printed Name: _____

Title: _____

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Witness my signature this the _____ day of _____, 20_____.

State of Mississippi: _____

By: _____
Authorized Signature

 SIGN HERE

Printed Name: _____

Title: _____

WITNESS:

REGULAR MEETING MARCH 1, 2011

Revised Date: 01/10/2005

EXHIBIT A
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: R.J. Young

Customer Agency Name: City of Picayune City Manager

Bill to Address: 815 N Beech

Picayune, Ms 39466

Ship to Address: _____

State contract 5-600-21161-10

Description of Equipment, Software, or Services	Price
<u>Canon 3235i/Auto Document Feed/ Universal Send/Print Kit/extra paper feed unit</u>	<u>\$170.00</u>
<u>Finisher Service for all parts, labor, drum and toner for 5,000</u>	<u>\$ 47.50</u>
<u>copies, overage yearly @.0095</u>	<u>Total \$217.50</u>

Delivery Schedule and Installation Date: _____

Rental Term: Number of Months 60 Start Date 03/18/2011 End Date 3/18/2016

Modifications: _____

Karen Clouth
Vendor Signature

Customer Signature



Revised Date: 01/10/2005

EXHIBIT A
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: R J Young

Customer Agency Name: City of Picayune Annex

Bill to Address: 815 N Beech

Picayune, Ms 39466

Ship to Address: _____

State contract 5-600-21161-10

Description of Equipment, Software, or Services	Price
<u>Canon 3235i/Auto Document Feed/ Universal Send/Print Kit/extra paper feed unit</u>	<u>\$170.00</u>
<u>Finisher Service for all parts, labor, drum and toner for 5,000</u>	<u>\$ 47.50</u>
<u>copies, overage yearly @.0095</u>	<u>Total \$217.50</u>

Delivery Schedule and Installation Date: _____

Rental Term: Number of Months 60 Start Date 03/18/2011 End Date 3/18/2016

Modifications: _____

Kan Clark
Vendor Signature

Customer Signature



The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouquet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ADVERTISE FOR THE SALE OF CITY LOT LOCATED AT CORNER OF MITCHELL STREET AND SOUTH HAUGH

Motion was made by Council Member Gouguet, seconded by Council Member Lane to approve request to advertise for the sale of City lot located at the corner of Mitchell Street and South Haugh, former location of City Fire Station.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

OPEN PUBLIC HEARING FOR PROPERTY CLEAN UP

Motion was made by Council Member Watkins, seconded by Council Member Lane to open a public hearing to determine if the following properties should be declared public nuisances: 900 Cayten St. and vacant lot on Griffing Lane parcel 617-515-001-03-017-00.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE PROPERTY AT 900 CAYTEN STREET A PUBLIC NUISANCE

Motion was made by Council Member Lane, seconded by Council Member Gouguet to declare property at 900 Cayten Street a public nuisance.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE VACANT LOT ON GRIFFING LANE A PUBLIC NUISANCE

Motion was made by Council Member Lane, seconded by Council Member Gouguet to declare vacant lot on Griffing Lane parcel 617-515-001-03-017-00 a public nuisance.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

SET A DATE FOR A PUBLIC HEARING FOR PROPERTY CLEAN UP

Motion was made by Council Member Breland, seconded by Council Member Gouguet to set a date for a public hearing to be held on April 5, 2011 for property clean up on the following properties:

1. 1311 Alpine Rd.
2. 1315 Alpine Rd.
3. 1101 S Beech St.
4. 827 S Beech St.
5. 724 S Beech St.
6. 506 S Curran Ave.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM POLICE DEPARTMENT TO SURPLUS VEHICLES FOR AUCTION

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve request from Police Department to approve surplus for auction vehicles and property described on the attached list.



Major Richard Frierson,
Director of Finance/ Logistics

PICAYUNE POLICE DEPT.

328 South Main St. Picayune, Ms 39466

Phone: (601) 798-7411

FAX: (601) 798-7412

CELL: (601) 273-1660

TO: DEPUTY CHIEF ERVIN *Pr*
CC: CITY MANAGER JIM LUKE *JL*
REF: REQUEST TO SURPLUS VEHICLES & PROPERTY

FEBRUARY 22, 2011

BELOW IS A LIST OF VEHICLES, SOME OF WHICH HAVE BEEN SEIZED, AND OTHER ITEMS DESCRIBED BELOW. THE BELOW ITEMS ARE BEING REQUESTED FOR APPROVAL BY THE CITY COUNCIL ON MARCH 1, 2011 AGENDA TO BE SENT TO TURNING POINT AUCTION FOR THEIR MARCH 12, 2011 SALE. THANK YOU FOR YOUR CONSIDERATION IN THIS MATTER.

- 01). 1998 FORD RANGER, VIN#1FTCR14T9JPB73182 (SEIZED FORFEITURE)
- 02). 1992 JEEP CHEROKEE, VIN #1J4FJ78S2NL108402 (SEIZED FORFEITURE)
- 03). 1992 FORD EXPLORER, VIN #1FMDU32X3NUB27824 (SEIZED FORFEITURE)
- 04). 1984 CHEVROLET BLAZER, VIN #1G8CS18BXE8200034 (SEIZED FORFEITURE)
- 05). 2002 BUICK PARK AVENUE, VIN #1G4CW54K624104245 (SEIZED FORFEITURE)
- 06). 1994 LINCOLN TOWN CAR, VIN #1LNLM82W4RY766440 (SEIZED FORFEITURE)
- 07). 1998 FORD CROWN VICTORIA, VIN #2FAFP71W0WX115473, UNIT #327
- 08). 2000 FORD CROWN VICTORIA, VIN #2FAFP71W5YX173405, UNIT #332
- 09). 4- CHROME BOSS WHEELS WITH 4- B.F. GOODRICH TIRES
- 10). 4- MAROON RIMS WITH 4- 22" COOPER TIRES
- 11). ASSORTED BICYCLES (21)
- 12). 2- 2 CHANNEL JVC POWER AMPLIFIERS MODEL KS-AX4302

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouquet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE REQUEST TO PURCHASE AT STATE CONTRACT PRICING TWO (2) 6CYL VEHICLES

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve request to purchase at State Contract pricing for City Hall a 2011 6cyl Impala at \$17,463.00 and a 2011 6cyl F150 Crew Cab truck at \$19,085.00.

STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION: Sedan, Full-size, Automobile
 VENDOR: Gray Daniels Chevrolet
 ITEM NO.: 070-0652130-1
 MAKE/MODEL: Chevrolet Impala
 ENGINE: 3.5 L 211 HP
 PRICE INCLUDING STATE INSPECTION STICKER AND TITLE FEE: \$17,291.00

Contract No: 070-91-22823-0 E-Mail: juster@graydaniels.com
 Gray Daniels Chevrolet
 6060 I 55 North Frontage Road Phone: 601-899-6060
 Jackson, MS 39211 Toll Free: 866-832-6060
 Jim Luster Fax: 601-206-6008

Miles Per Gallon	18
City	29
Hwy	22
Combined	

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:
 SILVER ICE 17U
 IMPERIAL BLUE 37U
 BLACK 41U

\$17,463.00
 AQUA BLUE 67U
 VICTORY RED 74U

INTERIOR COLORS:
 EBONY CLOTH
 NEUTRAL CLOTH
 GRAY CLOTH

ITEM	OPTION CODE	DEALER COST	OPTION CODE	REQ.
List optional engines:				
3.5L 211HP E85 FLEXFUEL	LZE	N/C		
BUCKET SEATS	AR9	STD		
40/20/40 SPLIT BENCH WITH COLUMN SHIFT	AN3	\$ 172		
SEAT, REAR FLIP & FOLD FLAT	AM9	\$ 260		X

Extended Warranty: 5 Year/100,000 Mile Drivetrain Warranty Standard Equipment

STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION: Truck, Pick-up, 1/2 Ton, Crew Cab, 2WD

VENDOR: Butch Oustalet Ford

ITEM NO.: 070-4852310-9

MAKE/MODEL: Ford F150 CC XL, W1C

ENGINE: 5.0L FFV V8

PRICE INCLUDING STATE INSPECTION STICKER AND TITLE FEE: \$19,585.00

Miles Per Gallon: 16 City, 23 Hwy, 20 Combined

Contract No: 070-91-21157-0

Butch Oustalet Ford

9274 Hwy 49

Gulfport, MS 39503

E-mail: eanderson@bigford.com

Phone: 228-863-5525 ext 231

Toll Free: 800-880-2446

Fax: 866-594-7169

Dark Blue, Red, Blue Flame, Tuxedo Black, Sterling Grey, Silver, White

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:

ITEM	OPTION CODE	DEALER COST	OPTION CODE	REQ.
List optional engines:				
0942		1500.00		
37L				
Air Conditioning	INC			
Braking System, Ant-Lock	INC			
Bumper, Rear Step	INC			
Clock, Digital	INC			
Headliner, Cloth	INC			
Radio, AM/FM	INC			
Driver & Pass Air Bag	INC			
Pwr Windows/Locks/Tilt/Cruise	52N	INC		
Transmission, 4-speed Auto	INC			
Daytime Running Lights	942	\$37		
157" Wheelbase (6.5' Bed)	157	\$272		
Axle, Limited Slip 3.55	XH9	\$249		
Axle, Limited Slip 3.73	XB6	\$249		
Trailer Tow Package	535	\$291		

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gougnet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE RENEWAL OF AAA AMBULANCE SERVICE CONTRACT

Motion was made by Council Member Gougnet, seconded by Council Member Lane to authorize renewal of AAA Ambulance Service Contract and authorize Mayor to sign the same.

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

CONTRACT FOR AMBULANCE SERVICE

This CONTRACT FOR AMBULANCE SERVICE is made and entered into by and between AAA AMBULANCE SERVICE, a Mississippi non-profit, non-share corporation, (hereinafter referred to as "AAA"), PEARL RIVER COUNTY, MISSISSIPPI, a political subdivision of the State of Mississippi, acting by and through its Board of Supervisors, (hereinafter "County"), the CITY OF PICAYUNE, MISSISSIPPI, a Mississippi municipal corporation (hereinafter "Picayune"), and the CITY OF POPLARVILLE, MISSISSIPPI, a Mississippi municipal corporation (hereinafter "Poplarville").

WITNESSETH:

WHEREAS, the County, Picayune and Poplarville, desire to provide and secure for the citizens of Pearl River County, Mississippi, a professionally staffed, trained and well-equipped public ambulance service; and,

NOW, THEREFORE, in consideration of the mutual covenants, agreements, promises and affirmations as hereinafter set forth, it is hereby mutually agreed between the parties, as follows:

1. Service Exclusive. The County, Picayune, and Poplarville hereby designate AAA as the lead emergency medical service provider in the County, Picayune and Poplarville, and subject to the terms herein, the County, Picayune and Poplarville grant unto AAA, to the extent authorized by law, the sole and exclusive right to provide, and AAA agrees to provide, to the general public within Pearl River County, Mississippi, inclusive of the Cities, emergency and non-emergency medical transportation services in accordance with this Agreement and all applicable laws and regulations. For so long as this Agreement is in effect and AAA is in full compliance with this Contract, County, Picayune and

Poplarville shall not contract with any other provider for ambulance services within the jurisdiction of the County. An Interlocal Agreement has been entered into among the Cities of Poplarville, Picayune, and the County for these municipalities to abide by the County's selection of AAA as provider of ambulance services with these same terms and conditions.

2. Compliance with Federal, State and Local Regulations, Laws, and Ordinances. AAA agrees to remain in compliance with and to meet or exceed all applicable laws, statutes, rules, regulations, accreditation standards and other requirements, federal, state and local, as the same now exist or may be enacted or amended during the term of this Contract that apply to the services rendered by AAA hereunder or the charges made by AAA to third parties for such services. AAA further agrees to remain a participating provider in good status under Medicare, Medicaid and similar healthcare programs for the duration of this Agreement and to provide emergency services hereunder on a non-discriminatory basis and without regard to the patient's ability to pay for such services.

3. Area of Responsibility. AAA shall provide ambulance and emergency service as more particularly described herein countywide within Pearl River County, Mississippi, including the municipalities of Poplarville and Picayune and shall likewise continue these services throughout the term of this Agreement.

4. Term. Unless otherwise terminated as hereinafter provided, the initial term of this Contract shall be for a period of three (3) years commencing on the date this Agreement is executed by both parties. The parties will *have* the option to renew this Contract for an additional three (3) year term at any time on or before the expiration date of the initial term by mutual written agreement of the parties.

5. Compensation for Services. As compensation for the services to be provided by AAA within Pearl River County hereunder, AAA shall render statements in its name for

all charges to patients for ambulance services rendered in connection with the schedule of charges fixed and established, from time to time, by the Board of Directors of AAA. County shall not be required to supply any subsidy to AAA as long as AAA continues as the lead emergency service provider in the County and the County does not contract with other ambulance providers to operate within Pearl River County, Mississippi. AAA shall be the sole owner of the fees and accounts *receivable* generated by the rendering of ambulance services and shall *have* the responsibility to *actively* pursue the collection of said accounts. AAA, in its sole discretion, shall *have* the right, at its option, to turn delinquent accounts *over* to a collection agency or to an attorney, or attorneys, for purposes of collection. The County, Picayune and Poplarville shall have no liability for any of AAA's unpaid accounts.

6. Services to be Furnished by AAA. AAA shall furnish, operate and provide for County, Picayune and Poplarville an *advanced* life support ambulance service, staffed by qualified and competent paramedic personnel so as to provide the public with *advanced* life support capabilities on all transports, including emergency, non-emergency and inter-hospital services, not be limited to, the following:

(a) AAA shall maintain all necessary, qualified personnel, including the area supervisor, medics, clerical office personnel, to sufficiently staff with paramedic personnel and EMT-level personnel, the following described emergency vehicles, for a maximum of five ambulances operating at any one time, to-wit:

- (i) Five (5) ambulances, four (4) of which shall be operational 24 hours daily and one (1) of which shall be operational 12 hours daily, that shall be maintained by AAA in fully operational condition and staffed with a minimum of one EMT-Paramedic and one EMS-Driver or EMT-Basic so as to be ready to respond to emergencies 24 hours daily, seven days per week;

- (ii) One (1), sprint response unit in addition to that required by clause (i) above and staffed 8 hours per day, Monday through Friday during normal business hours;

provided it is meeting and maintaining the response times set forth in paragraph 6(b).

The response times hereinafter set forth are of the essence in this Contract. The placement of these vehicles may be modified and the number may be increased or decreased based upon call volume, peak hours of the day and days of the week and AAA agrees to furnish a sufficient number of ambulances to insure it shall meet and maintain at all times the response times herein contracted for and as set forth in Paragraph 6(b). If the volume of transports available for AAA is not maintained at current levels, then AAA, the Pearl River County Board of Supervisors and the City Councils of the Cities of Poplarville and Picayune, or any of their respective designees, shall meet to review the increased or decreased demand for transports, and examine the supporting data kept by AAA and thereafter AAA shall have the right to increase or decrease the number of ambulances in service under this contract to a number reasonably necessary to permit it to maintain the response times set forth in Paragraph 6(b). AAA agrees to provide back-up services as available from counties adjoining the County, and will maintain a favorable working relationship with other contiguous EMS providers.

(b) AAA covenants and agrees to provide during each calendar month a response time performance of ten (10) minutes or less greater than or equal to eighty percent (80%) of the time on calls of an emergency nature within the Cities of Picayune and Poplarville and a response time performance of twenty (20) minutes or less greater than or equal to eighty percent (80%) of the time on calls of an emergency nature in parts of the County outside of the city limits of the Cities of Picayune and Poplarville, but within Pearl River County, Mississippi. In the event that AAA does not meet or equal the response time

parameters set forth herein during any calendar month, then the County shall notify AAA of such response time default and should there be a response time default in consecutive months thereafter, then the County shall have the right to cancel this Contract in its discretion.

(c) AAA shall provide service from established locations within Pearl River County and shall supply adequate office space, sleeping quarters and garage space, and will furnish all necessary utilities and supplies required for the ambulance service, AAA being solely responsible for purchasing and inventory control.

(d) AAA shall staff each and every ambulance that transports patients with drivers and/or attendants that are duly licensed to operate and drive the ambulances and who have a thorough knowledge and understanding of all laws and ordinances of the state and county relating to vehicular traffic on public streets and roads and also a thorough knowledge and understanding of that portion of the traffic code and other ordinances relating to the operation of emergency vehicles.

(e) AAA agrees to maintain and keep in full force and effect during the term of this Contract insurance coverage and/or bonds as may be required by then current laws or regulations applicable to public ambulance services and, in any case, no less than the following, to wit:

- (i) Public liability insurance covering the ambulance units, their operations and all drivers thereof for single limit coverage of not less than \$1,000,000.00 and aggregate coverage of not less than \$2,000,000.00;
- (ii) Workmen's Compensation insurance coverage for all employees of AAA in an amount as required by Mississippi law that shall be endorsed with a waiver of subrogation in favor of

County and the Cities of Picayune and Poplarville; and

- (iii) Professional liability coverage with single limit coverage of not less than \$500,000.00.
- (iv) Commercial automobile insurance with property damages and bodily injury covering all owned and non-owned vehicles used under this Agreement with single limits of \$1,000,000.00.
- (v) Uninsured and under-insured motorist coverage of \$1,000,000.00 each accident.
- (vi) Commercial umbrella coverage of not less than \$5,000,000.00 each occurrence as additional coverage to all underlying liability policies.
- (vii) County and the Cities of Picayune and Poplarville shall be named as additional insureds on all above said policies of liability insurance. AAA shall furnish evidence of all required insurance coverages to the County and Cities.

(f) At all times during the term of this Contract, AAA shall furnish all fuel and consumable, maintenance items and maintain the ambulance units and their communications and other related equipment in good operating condition in compliance with the applicable rules and regulations of the Emergency Medical Service Division of the Mississippi State Board of Health. AAA shall replace all disposable medical supplies and equipment used by First Responders on any response made in support of AAA.

(g) AAA shall obtain and keep in full force and effect all necessary licenses, certifications and permits from the Emergency Medical Services Division of the Mississippi State Board of Health for the ambulances and the medics assigned thereto at the advanced life support level.

(h) AAA shall keep and maintain records and statistical data relating to its operations of a public ambulance service in the County and its environs. AAA shall make and furnish monthly response time reports to the County and Cities in order that the appropriate County and City officials will remain knowledgeable of the ambulance operations and can adequately assess AAA's response time monthly.

(i) AAA will implement medical treatment protocol and written standing orders as approved by "On-Line" and "Off-Line" Medical Directors of AAA, AAA's medical control resource hospital, and the Emergency Medical Services Division of the Mississippi State Board of Health.

(j) AAA will work jointly and in cooperation with all fire departments in Pearl River County for the provision of unified response regarding motor vehicle crashes and other incidents where assistance in the extrication of patients may be required and other accidents where patients may be trapped and where assistance may be needed to move the patient; and will develop and implement with the fire departments of the County a "first responders program" for other medical emergencies.

(k) AAA may from time to time be asked to provide a standby ambulance at private "for profit" events, such as rodeos, fairs, carnivals and other similar events. The provision of such standby ambulance shall be at the discretion of AAA, so long as it remains in compliance with the terms of this Agreement. Additionally, AAA may, in its discretion, charge the promoters thereof for such standby ambulance service a reasonable hourly rate commensurate with fees charged by other ambulance providers in South Mississippi for similar services. AAA shall also, in its discretion, provide standby services to any other agency requesting such services as long as it does not conflict with AAA's ability to provide emergency responses within the response

area.

(l) AAA shall transport patients to the hospital of their choice, or as indicated by medical treatment protocol in instances of an emergency condition or where a patient may be unresponsive. AAA may also respond, if needed, in an emergency situation such as mutual aid, disaster response or when prescribed by the off-line medical director to calls outside of the County across any other political or jurisdictional boundary.

(m) AAA will review patient reports to assure quality patient care. To assist AAA in maintaining quality patient care and to meet quality guidelines imposed by regulatory authorities, the ambulance staff of AAA will attend advanced life support critique meetings, or equivalent, with the County Emergency Management Department.

(n) AAA shall endeavor to negotiate "Mutual Aid" agreements with other ambulance service providers, especially those providers that provide services in adjacent counties.

(o) AAA shall provide appropriate in-service training, first responder training and community education as reasonably requested.

(p) AAA shall provide all equipment and supplies, including on-board medical, on board durable, and information system hardware and software needed for the delivery of services.

7. Conditions, Agreements and Covenants to be Kept and Performed by the County, Picayune and Poplarville. The County, Picayune and Poplarville agree as follows:

(a) The County shall provide certain infrastructure necessary for radio system communications.

(b) The County shall monitor compliance with contractual terms on a regular, on-going basis.

(c) If the County receives occasional emergency calls for ambulance service on its switchboard, the County agrees to transfer such requests or calls to AAA's service dispatch center. The County shall cause a record to be made of the time at which the request was received by the County's representative and the time at which the County's representative notified AAA of the request. Such records shall be made available to AAA in order that AAA may document and evaluate response time by it. In addition, AAA, at its sole expense, agrees that it shall have dedicated phone lines established and maintained so that the Pearl River County 911 Center can connect automatically to AAA's Dispatch Center, which will be responsible for initiating emergency service hereunder, and AAA will maintain records showing time of the 911 call and response time thereafter. AAA shall include local Pearl River County and City frequencies in all its mobile and handheld radios, as well as AAA's Dispatch Center, and shall in addition furnish the County and Cities access to all its operating frequencies so that when the County notifies AAA of a need for ambulance service through its county 911 center, Pearl River County's 911 Center can monitor AAA's operating frequencies and notify its first responders who may be en route that medical personnel are on the scene when the ambulance is on site.

(d) For so long as this Contract is in effect and AAA is in full compliance, the County, Picayune and Poplarville shall not contract with any other ambulance service to provide ambulance service within the County.

8. Right to Terminate. Either party may terminate this Contract upon ninety (90) days written notice to the other party.

9. Notices. All notices to or demands upon the County or AAA desired or required to be given under any provisions of this Contract shall be deemed to be properly given when the same is personally delivered or one day after being deposited in the United States mail, postage prepaid, by registered or certified mail, return receipt requested,

addressed to the following address:

AAA: AAA Ambulance Service
P. O. Box 17889
Hattiesburg, MS 39404
Attn: CEO

COUNTY: Mr. Anthony Hales, President
Pearl River County Board of Supervisors
P.O. Box 569
Poplarville, MS 39470

County shall have responsibility for giving further Notice to Picayune and Poplarville upon receipt of Notice from AAA.

10. Assignment. Neither party may, without the prior consent of the other party, subcontract, assign, sublease or otherwise transfer, in whole or in part, this agreement or any of its rights, duties or obligations under this Contract.

11. Entire Agreement. This Contract, and the covenants and agreements set forth herein are and shall constitute the entire Contract between the parties. Each party to this Contract hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, expressed or implied, to such party other than those expressly set forth or incorporated herein, and that each party in entering into and executing this Contract has relied upon no warranties, representations, covenants or agreements other than those expressly set forth or incorporated herein.

12. Amendment. This Contract shall not be varied in its term by oral agreement or representation or otherwise than by an instrument in writing, executed by appropriate officials of both parties.

13. Legal Jurisdiction. The laws of the State of Mississippi shall govern the

interpretation and/or legal effect hereunder, and the parties hereby agree that Courts within Pearl River County, Mississippi shall have jurisdiction over any dispute arising out of or under the terms of this Contract.

14. Independent Contractors. It is distinctly understood, acknowledged and agreed that neither an employer-employee, nor principal-agent, nor partnership, nor joint venture relationship shall be created or exist between the County and AAA, or any of their respective employees or personnel, under or by virtue of this Contract; and that the relationship between the County and AAA shall at all times be that of an independent contractor.

15. HIPAA Privacy Requirements. The parties acknowledge both parties are covered entities as that term is defined in the privacy regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Each party agrees to comply with the HIPAA privacy regulations found at 45 CFR Parts 160 and 164 (the "Privacy Rule") and agrees to comply with the HIPAA Security Rule regulations beginning on the effective date of the Security Rule. The parties will only use, disclose and share protected health information ("PHI") held by the parties (as defined by the Privacy Rule) to carry out treatment, payment, or health care operations ("TPO") of and between the parties (which are purposes for which no authorization is required by the Privacy Rule). The Parties also acknowledge that because both parties are covered entities and will only use PHI for TPO of the parties, that neither party is required to have a business associate contract with the other.

16. Point of Contact. The parties agree that the County Administrator is hereby assigned as and shall be the point of contact between AAA and the County, Picayune and Poplarville so as to coordinate communication between AAA and the

governmental entities and *vice versa*.

THIS CONTRACT IS EXECUTED on this, the 28 day of Feb, 2011.

AAA AMBULANCE SERVICE

BY: [Signature]
PRINTED NAME: WADE D. FRUILL, Sr
TITLE: CEO
DATE: 3/23/11

ATTEST:
[Signature]

PEARL RIVER COUNTY, MISSISSIPPI

BY: [Signature]
PRINTED NAME: Anthony Hales
TITLE: President
DATE: 2-28-2011

ATTEST:
David Earl Johns
Chancery Clerk
by [Signature]

CITY OF PICAYUNE, MISSISSIPPI

BY: Edward Pinero

PRINTED NAME: Edward Pinero

TITLE: Mayor

DATE: 3-15-11

CITY OF POPLARVILLE, MISSISSIPPI

BY: Billy Spiers

PRINTED NAME: Billy SPIERS

TITLE: MAYOR

DATE: 3-15-11

ATTEST:

ATTEST:

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouquet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO ENTER CLOSED SESSION TO DETERMINE THE NEED FOR AN EXECUTIVE SESSION

Motion was made by Council Member Breland, seconded by Council Member Watkins to enter closed session to determine the need for an executive session.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouquet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

RETURN TO REGULAR SESSION

Motion was made by Council Member Watkins, seconded by Council Member Lane to return to regular session.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouquet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ENTER INTO EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS, POSSIBLE LITIGATION AND A COMPROMISE OF A DISPUTED CLAIM

Motion was made by Council Member Breland, seconded by Council Member Watkins to enter into executive session to discuss personnel matters, possible litigation and a compromise of disputed claim.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouquet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO EXIT EXECUTIVE SESSION

Motion was made by Council Member Watkins, seconded by Council Member Lane to exit executive session.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO INCREASE THE CITY MANAGER'S SALARY TO \$65,000 PER YEAR EFFECTIVE IMMEDIATELY

Motion was made by Council Member Watkins, seconded by Council Member Lane to increase the City Manager's salary to \$65,000 annually effective immediately.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO APPOINT M.D. TATE TO THE POSITION OF JUDGE PRO-TEM EFFECTIVE MARCH 1, 2011

Motion was made by Council Member Breland, seconded by Council Member Lane to appoint M.D. Tate to the position of Judge Pro-Tem effective March 1, 2011. The pay will be based on the rates of the last Judge Pro-tem but will no exceed \$5,409.25 per year.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO PAY THE CLAIM SUBMITTED FOR DAMAGE DONE TO VW BEETLE

Motion was made by Council Member Breland, seconded by Council Member Lane to pay the claim submitted for damage done to VW Beetle Vin# 3VW8861C1WM041187, driven by Mallory Cumberland & owned by Jerome D Cumberland on January 30, 2011 at 815 N Beech St. in the amount of \$5,117.82.

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

GENERAL AND ABSOLUTE RELEASE

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND ONE HUNDRED SEVENTEEN AND 82/100 DOLLARS (\$5,117.82) and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned, **JEROME D. CUMBERLAND INDIVIDUALLY AND AS THE NATURAL GUARDIAN OF MALLORY CUMBERLAND AND MALLORY CUMBERLAND**, individually and/or for his/her/their/its agents, persons, wards, firms, partnerships, associations or corporations, themselves, their assigns or successors in interest (said parties hereinafter collectively referred to as "Releasor(s)" have released and discharged, and by these presents do hereby release and discharge, and by these presents do hereby release and discharge, THE CITY OF PICAYUNE, A Mississippi Municipality, its officers, agents, employees, officials, subdivisions, and/or successors in interest who are, or may be, in any manner whatsoever liable for her acts, or for the acts of any of them (said parties hereinafter collectively referred to "Releasees"), of and from any and all claims, demands, actions, causes of action, suits and damages of every kind and nature whatsoever, which they may have, or claim to have, for damages, costs, loss and expense of every kind and nature whatsoever, whether known or unknown, anticipated or unanticipated, and whether accrued or hereafter to accrue, caused by, resulting from, growing out of or in any manner connected with the automobile of the Realeasors striking a washed out pot hole at 815 North Beech Street, Picayune, Pearl River County, Mississippi, on or about January 30, 2011. As a result of said incidents, occurrences and/or allegations or events the Releaseors claim to

have sustained certain damages under both laws of the United States and the State of Mississippi. The consideration described above is hereby acknowledged by the undersigned and shall be a full and complete compromise, settlement, accord and satisfaction of any claim(s) and/or damage(s) which the Releaseors may have sustained under the laws of the United States and the State of Mississippi.

And for the same consideration, and as an inducement to the Releaseors to enter into this agreement, the undersigned have released and discharged, and by these presents do hereby release and discharge Releasees of and from any and all claims, demands, actions, causes of action, suits and damages of every kind and nature whatsoever which they may have or claim to have, whether now or hereafter arising, for any damages, costs, loss and expenses which they may have, or claim to have, whether known or unknown, anticipated or unanticipated, and whether accrued or hereafter to accrue, growing out of said accident, incident, occurrence or event.

In executing and delivering this release, the undersigned rely wholly upon their own judgment, knowledge and belief as to the nature, extent and duration of the injuries and damages which they may have suffered or sustained, or may sustain in the future, as a result of the matter described hereinabove. As to the questions of liability involved, the undersigned have had the benefit of legal counsel of their own choosing, said. The undersigned further represent and warrant they have not been influenced by any representations, statements, or warranties made by person or entity, or by any agent, attorney, or other person representing them, or any of them, concerning the nature, extent or duration of said injuries or damages, or losses, or the legal liability therefore.

It is understood and agreed that this Release and Agreement is executed and delivered as a compromise and settlement of the claims of the undersigned, and the

execution of this Release shall not to be construed as an admission of liability on the part of the Releasees, or any of them; but, on the other hand, said Releasees, and each of them, specifically deny any such liability therefore.

The undersigned covenant and agree that there have been no assignments of any claim of any claims in connection with the injuries or damages they allegedly sustained as a result in the matters described hereinabove, which in any way affect the settlement herein or the full, absolute and complete release of the Releasees herein.

The undersigned, certify that they are of legal age, under no disability of any kind, fully and are completely competent to execute this release, and that they have fully read and completely understood the same or have had it explained to them by their attorney.

As a material inducement unto the Releasees to enter into this Agreement, the undersigned Parties further covenants, promises and warrants that absolutely no disclosure or publication whatsoever will be made to any person or entity of the terms, of or the fact of this settlement. It is expressly understood, covenanted, warranted and agreed by the Parties that the fact of, and terms of, this settlement are expressly confidential and cannot be revealed, discussed, disclosed, or otherwise published to any person or entity whatsoever. The undersigned Parties do hereby acknowledges and agrees that the confidentiality of this settlement is a material term of this settlement and the execution of this Release, without which confidentiality agreement no settlement of this matter would have be made or achieved.

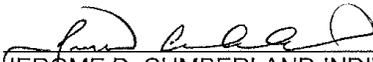
Further, the Releaseors do hereby release the Releasees who may have any liability in the premises either directly, indirectly, or by contract, vicariously or by way of indemnification, of and from any and all actions, causes of action, claims, demands, or

causes of action for bodily injury, pain and suffering, property damage, punitive damages, medical expenses, hospital expenses, lose of consortium, loss of companionship, mental anguish, emotional distress, loss of wage earning capacity, loss of wages, loss of services, expenses, costs, bad faith dealings, loss of reputation, loss of standing in the community, embarrassment or any causes of action for any loss or consequential damages by anyone or all of them of any kind or character whatsoever, both known and unknown, whether they are presently existing or may arise in the future or whether there by any mistake either mutual or otherwise by us or all of the Parties hereto as to the character, nature or extent of said injuries, or any aggravation thereof, on account of or as a result of or in any way arising out of that certain incident(s) more specifically described above.

As an additional material inducement unto the Releasees to enter into this Agreement, the undersigned Parties further covenants, promises and warrants that Releasors, his/her/their/its heirs, assigns, grantees and/or successors in interest shall be completely and solely responsible for any and all damage to any real, personal and/or mixed property whether tangible or intangible.

The undersigned acknowledge that the foregoing are material representations without which the Parties would not have entered into this Release and Agreement.

IN WITNESS WHEREOF, we the undersigned Parties do hereby covenant, agree, promise and warrant as evidenced by our signatures and joinders set out below, on this the 3rd day of March, A.D., 2011.


JEROME D. CUMBERLAND INDIVIDUALLY
AND AS THE NATURAL GUARDIAN OF
MALLORY CUMBERLAND, RELEASOR

Mallory Cumberland

MALLORY CUMBERLAND INDIVIDUALLY,
RELEASEOR

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

Personally appeared before me, the undersigned authority in and for the above named County, State and Jurisdiction, the within named **JEROME D. CUMBERLAND INDIVIDUALLY AND AS THE NATURAL GUARDIAN OF MALLORY CUMBERLAND AND MALLORY CUMBERLAND**, who being by me first duly sworn, states, under oath, that he/she/they has/have read the above and foregoing Release and after such reading, she fully understands such instrument and all of its forms and provisions, and that she signed, executed and delivered same as their voluntary act and deed on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED before me, this the 3rd day of March, A.D., 2011.



My Commission Expires:

6/15/14

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouquet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO SETTLE A "COMPROMISE OF DISPUTED CLAIM"

Motion was made by Council Member Breland, seconded by Council Member Lane to settle a "compromise of disputed claim" by issuing a credit in the amount of \$264.45 to account # 04498 for Ms. Gail Vannattan.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Breland, seconded by Council Member Gouguet to recess until Tuesday, March 15, 2011 at 5:00 pm.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Priscilla Daniel, City Clerk