

**321**

**MUNICIPAL DOCKET  
REGULAR MEETING OF MAY 5, 2015  
THE MAYOR AND BOARD OF ALDERMEN  
THE CITY OF LONG BEACH, MISSISSIPPI  
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.**

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- I. CALL TO ORDER**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND ESTABLISH QUORUM**
- IV. BIDS**
- 1. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
  - 1. Proclaim Goodwill Industries Week May 3<sup>rd</sup> – May 9<sup>th</sup>**
  - 2. Tom Sawyer-Insurance Renewal Presentation**
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VII. \* PUBLIC COMMENTS-AGENDA ITEMS ONLY**
- VIII. APPROVE MINUTES:**
  - 1. MAYOR AND BOARD OF ALDERMEN**
    - a. April 21, 2015**
  - 2. PLANNING COMMISSION**
    - a. April 23, 2015**
    - b. Application by City for Case Review; Zone Change-0 Commission Road, Property Owner Charlestowne, LLC; Parcel#0611F-01-013.000**
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):**
  - 1. 050515**
- X. DEPARTMENTAL BUSINESS**
  - 1. MAYOR'S OFFICE**
  - 2. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**
  - 3. PERSONNEL**
    - a. Library-(1) Step Increase**
    - b. Fire Department-(1) Resignation; (1) New Hire (Transfer)**
    - c. Police Department-(3) Step Increases; (1) New Hire; (1) Disciplinary**
  - 4. POLICE DEPARTMENT**
    - a. Rental Agreements-Canon Solutions America; (2) Copiers**
  - 5. CITY CLERK**
    - a. USM-Blue Cross Blue Shield Fun Run; Change Date to May 16th**
  - 6. DERELICT PROPERTIES-DISCUSSION/SCHEDULE PUBLIC HEARINGS**
- XI. REPORT FROM CITY ATTORNEY**
- XII. \* PUBLIC COMMENTS-MATTERS NOT APPEARING ON THE AGENDA**
- XIII. ADJOURN (OR) RECESS**

**\* ALL PUBLIC COMMENTS ARE LIMITED TO A MAXIMUM OF TWO (2) MINUTES PER PERSON, NOT TO EXCEED A TOTAL OF TEN (10) MINUTES EACH FOR PUBLIC COMMENTS.**

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Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in May, 2015, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor William Skellie, Jr., Aldermen Leonard G. Carrubba, Sr., Gary J. Ponthieux, Bernie Parker, Kelly Griffin, Ronnie Hammons, Jr., Mark E. Lishen, Alan Young, City Clerk Rebecca E. Schruoff, and City Attorney James C. Simpson, Jr.

There being a quorum present sufficient to transact the business of the City, the following proceedings were had and done.

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The meeting was called to order and there were no bids, amendments or public comments regarding the agenda.

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The Mayor announced that the National Day of Prayer will be observed Thursday, May 7, 2015, from 12:15-12:45 p.m., in the Town Green.

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The Mayor and Board of Aldermen proclaimed the week of May 3-9, 2015, Goodwill Industries Week.

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The Mayor recognized Tom Sawyer, Brown and Brown of Mississippi, LLC, to present the crime police renewal proposal.

After considerable discussion, Alderman Parker made motion seconded by Alderman Ponthieux and unanimously carried to approve coverage with Travelers Casualty and Surety Company of America, as follows:

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Commercial Insurance Proposal

Brown & Brown of Mississippi, LLC, P.O. Drawer AA, Gulfport, MS 39502



Summary

Limits were increased effective 6/1/2013 per the below:

Insuring Agreements	Expired Limits: (6/1/12 – 6/1/13)	Increased Limits: (6/1/13 – 6/1/14) (6/1/14 – 6/1/15)	Deductible
<b>A. Fidelity</b>			
1. Employee Theft	450,000	450,000	5,000
2. ERISA Fidelity	Not Covered	Not Covered	
3. Employee Theft of Client Property	Not Covered	Not Covered	
<b>B. Forgery or Alteration</b>	50,000	100,000	1,000
<b>C. On Premises</b>	25,000	100,000	1,000
<b>D. In Transit</b>	25,000	100,000	1,000
<b>E. Money Orders and Counterfeit Money</b>	Not Covered	50,000	1,000
<b>F. Computer Crime</b>			
1. Computer Fraud	25,000	100,000	1,000
2. Computer Program & Electronic Data Restoration Expense	Not Covered	100,000	1,000
<b>G. Funds Transfer Fraud</b>	25,000	100,000	1,000
<b>H. Personal Accounts Protection</b>			
1. Personal Accounts Forgery or Alteration	Not Covered	Not Covered	
2. Identity Fraud Expense Reimbursement	Not Covered	Not Covered	
<b>I. Claim Expense</b>	5,000	5,000	0
<b>Premium</b>	<b>\$1,456</b>	<b>\$2,519</b>	

Crime coverage was also broadened to ensure that all City locations are covered.

Effective 6/1/2014, crime coverage was changed from a commercial crime form to a governmental form, which is more appropriate for municipalities.

Travelers is offering a flat renewal for the upcoming 6/1/2015 to 6/1/2016 policy period.



This proposal is for illustration purposes only. Please refer to the policy for actual terms/conditions. Coverage cannot be considered bound until a binder has been received.

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Commercial Insurance Proposal

Brown & Brown of Mississippi, LLC, P.O. Drawer AA, Gulfport, MS 39502



Premium Summary

Premiums as proposed:

Carrier	Line of Coverage	Description	Premium	Minimum Earned Premium	Terrorism Coverage (Additional Premium)
Travelers Casualty and Surety Company of America	Crime	Premium	\$2,519	N/A	N/A

Some premiums may be subject to audit at policy expiration.

Renewal is subject to the following:

- Completed and signed application.



This proposal is for illustration purposes only. Please refer to the policy for actual terms/conditions.  
Coverage cannot be considered bound until a binder has been received.  
May 1, 2015

It was the direction of the Board for department heads to review their department's vehicle schedule for valuation accuracy and directing Project Manager Derrel Wilson, Utility Partners, LLC, to assist Mr. Sawyer with the schedule of locations/values of city buildings.

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Alderman Ponthieux made motion seconded by Alderman Griffin and unanimously carried to approve the regular meeting minutes of the Mayor and Board of Aldermen dated April 21, 2015, as submitted.

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After considerable discussion regarding the interpretation of sidewalk regulations, Alderman Hammons made motion seconded by Alderman Lishen and unanimously carried to approve the regular meeting minutes of the Long Beach Planning Commission dated April 23, 2015, as submitted.


Upon further discussion, Alderman Lishen made motion seconded by Alderman Parker and unanimously carried directing the Planning Commission to further review the sidewalk ordinance and the sidewalk regulations stated in the Subdivision Ordinance for clarification and continuity, particularly as it pertains to new construction in the blighted areas south of the CSX Railroad.

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There came on for consideration an application for case review as follows:

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CITY OF LONG BEACH  
201 Jeff Davis Avenue / PO BOX 929  
Long Beach, MS 39560  
(228) 863-1554 office  
(228) 863-1558 fax

Office use only  
Date Received 5/11/15  
Zoning R1  
Agenda Date 5/5/15  
Check Number NA

I. TYPE OF CASE: ZONE CHANGE REQUEST

II. Advalorem Tax Parcel Number(s): 0611F - 01 - 013.000

III. Address of Property Involved: Commission Rd CHARLESTOWNE, LLC

IV. STATEMENT CLEARLY EXPLAINING THE REQUEST BEING MADE FOR CASE REVIEW. (ATTACH SUPPLEMENTAL PAGES IF NECESSARY.)  
APPLICATION FOR CASE REVIEW - ZONE CHANGE  
CORRECTION FROM R-1 TO R-3-DIRECT PLANNING  
COMMISSION TO CONDUCT PUBLIC HEARING MAY 28, 2015

V. REQUIRED ATTACHMENTS:

A. Interest and Ownership. The applicant's name, address and interest of every person, firm or corporation represented by the applicant in the application, the name of the owner or owners and their respective addresses of the entire land area proposed to be changed in classification or to be included within the structures then existing thereon, and sufficient evidence to establish that the applicant has the right of possession to the land area and structures, the names and address of all owners of adjacent property (exclusive of the width of intervening streets, alleys, or bodies of water). Claims of support or "no objection" from owners of adjoining property should be substantiated in writing or by the appearance of such owner(s) at the hearing. Such support is usually considered material but not conclusive.

B. Survey and Site Plan. If the proposed amendment would require a change in the Zoning Map, a site plan showing the land area which would be affected, easements bounding and intersecting the designated area, the locations of existing and proposed structures with supporting open facilities, and the ground area to be provided and continuously maintained for the proposed structure or structures;

C. Development schedule. The time schedule for the beginning and completion of development planned by the applicant in the area, if the development is planned in stages, the time schedule shall indicate the successive stages and the development planned for each stage.

D. Effect of Amendment. A report giving the nature, description and effect of the proposed amendment, if the proposed amendment would require a change in the Zoning Map, description of the probable effect on the surrounding land uses and properties.

E. Error. The error in the Ordinance that would be corrected by the proposed amendment, if the intent is to correct an error.

F. Recorded Warranty Deed. A deed which includes a legal description of the specific piece of property involved in the request. If, several parcels are included in a request, individual parcel deeds AND a composite legal description of all parcels involved in the request must be provided.

G. Fee. Attach a check in the amount of \$100.00. This check should be made payable to the City of Long Beach to cover administrative cost. You will also be responsible to actual costs, such as advertising and mailing incurred with the processing of your application.

\*\*\*NOTE\*\*\* APPLICATION WILL NOT BE ACCEPTED WITHOUT THE ABOVE LISTED DOCUMENTS.

VI. OWNERSHIP AND CERTIFICATION:  
READ BEFORE EXECUTING. Attendance by the applicant(s) at the public hearing is mandatory; however, the applicant may designate a representative to attend the public hearing on his/her behalf, provided said representative has been properly designated to speak on the applicant's behalf either by written permission or oral designation by the applicant at the Public Hearing. If a continuance is to be granted, the applicant must request same in writing a minimum of seven (7) days in advance of the scheduled public hearing. The applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application, the completed application with all necessary documents and payments must be returned to the Planning office not later than 21 days before the 2<sup>nd</sup> or 4<sup>th</sup> Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.

Ownership: I the undersigned due hereby agree to all the rules and regulations as set forth in the Long Beach Zoning Ordinance and also agree to pay all fees and charges as stated.

Name of Rightful Owner (PRINT)	<u>CITY OF LONG BEACH</u> Name of Agent (PRINT)
Owner's Mailing Address	Agent's Mailing Address
City State Zip	City State Zip
Phone	Phone
Signature of Rightful Owner	<u>by Robert Smith</u> Signature of Agent <u>City Clerk</u> Date

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## Additional Parcel Information

Parcel #: 0611F-01-013.000

PPIN: 36861

Owner: CHARLESTOWNE LLC

### Location and Mailing Information

Physical Address: 0 COMMISSION RD

Mailing Address: 751 AVIGNON DR STE A

State: MS

City: RIDGELAND

Zip: 39157

Section: 2

Township: 8

Range: 12

### Parcel Area Measurements

Deed Acreage: (18.00 AC)

Structure Sq. Ft.: 0

Adjusted Sq. Ft.:

2nd Floor Sq. Ft.:

Structure Year Built.: 0

### Assessment Values

Land: 107806

Improved: 0

Total: 107806

Assessed:

### Assessment Information

Homestead Code: 0

Exemption Code: 0

### Misc. Information

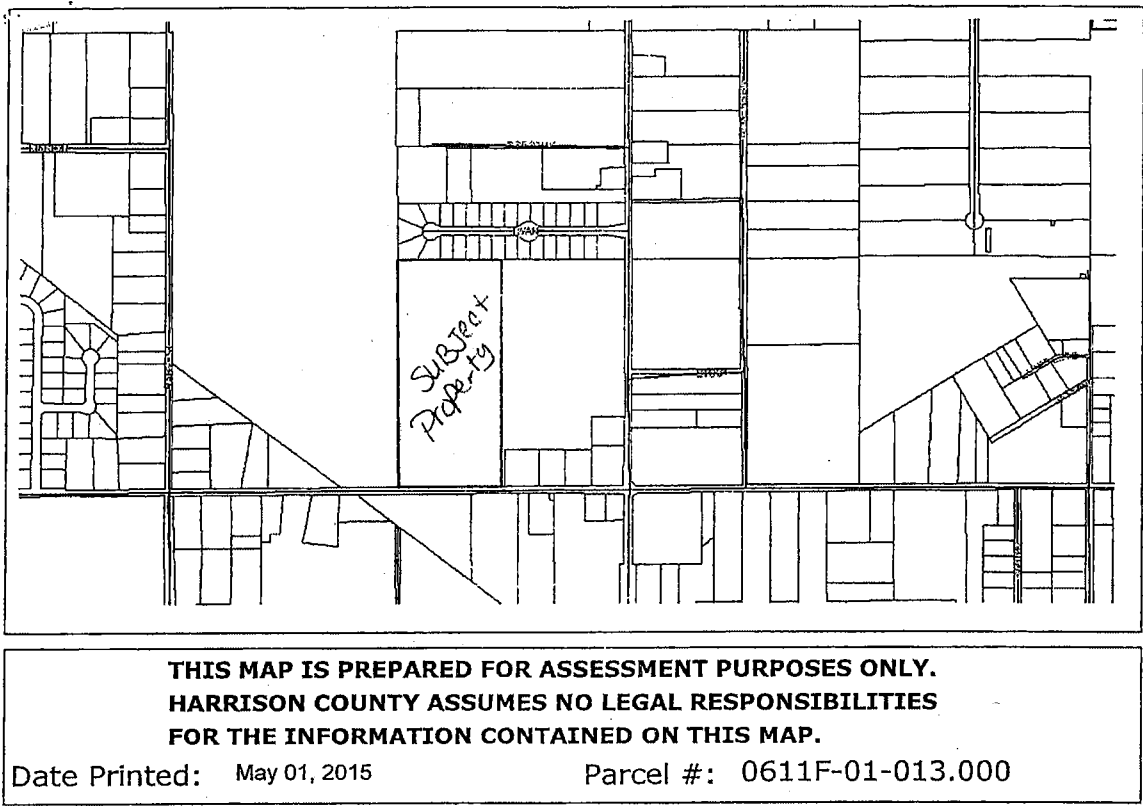
Judicial District: 1

Subdivision:

Tax District: 3L

THIS MAP IS PREPARED FOR ASSESSMENT PURPOSES ONLY. HARRISON COUNTY ASSUMES NO LEGAL RESPONSIBILITIES FOR THE INFORMATION CONTAINED ON THIS MAP.

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It was noted for the record that, during the comprehensive rezoning, very little consideration was given to establishing R-3 Districts.

After considerable discussion, Alderman Hammons made motion seconded by Alderman Parker and unanimously carried directing the Planning Commission to conduct a public hearing, Thursday, May 28, 2015, 5:00 o'clock p.m., City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to correct the zoning for property located at 0 Commission Road, Map Parcel #0612F-01-013.000, assessed to Charlestowne,



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LLC, and to consider the application for case review set forth above, Zone Change Request from R-1 to R-3.

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Alderman Ponthieux made motion seconded by Alderman Griffin and unanimously carried to approve payment of invoices as listed in Docket of Claims Number 050515.

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There was no report from the Mayor's Office.

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There was no official action required or taken regarding CDBG matters.

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Based upon the recommendation of Department Heads and certification by the Civil Service Commission, Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to approve personnel matters, as follows:

LIBRARY:

- Step Increase, Assistant Library Director Rebecca Sanzin, CSA-5-IV, effective May 1, 2015.

FIRE DEPARTMENT:

- Resignation, Firefighter 1<sup>st</sup> Class Kyle Castelin, effective May 15, 2015;
- New Hire (Transfer) Firefighter 1<sup>st</sup> Class Matt Ross, FS-9-B, effective May 15, 2015;

POLICE DEPARTMENT:

- Step Increase, Admin. Lt. Patrick Craig, PSA-12-VII, effective May 1, 2015;
- Step Increase, Police Officer 2<sup>nd</sup> Class, Timothy Griffin, PS-7-B, effective May 16, 2016;
- Step Increase, Sergeant Clark Ladner, PS-11-V, effective May 16, 2015;
- New Hire (State Certified), Police Officer 1<sup>st</sup> Class Corey Blake, PS-9-B, effective May 16, 2015;
- Disciplinary Action, Police Officer Cassie Barker, one (1) week suspension without pay and extension of probationary period by 90 days.

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Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to approve the rental equipment agreement by and between Canon Solutions American and the Long Beach Police Department for two (2) new Canon copiers and accessories, as follows:

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Revised Date: February 2014

## RENTAL AGREEMENT FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES AND VENDORS (applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between Long Beach Police Dept. (hereinafter referred to as Customer), and Canon Solutions America (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 in accordance with Paragraph 8 herein.
- 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 Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this 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 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 and payment remitted in accordance with Paragraph 8 herein.

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 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.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the Customer. These payments shall be deposited into the bank account of the Vendor's choice. The Customer, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Vendor understands and agrees that the Customer is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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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 and payment remitted in accordance with Paragraph 8 herein.

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 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.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

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B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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which the Customer shall not unreasonably withhold.

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: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name  
Title  
Address  
City, State, & Zip Code

For the Customer:

Name  
Title  
Address  
City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

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 and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

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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:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

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 obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions 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.

27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

# Minutes of May 5, 2015

## Mayor and Board of Aldermen

Revised Date: February 2014

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both—in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **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.

30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Minutes of May 5, 2015  
Mayor and Board of Aldermen

Revised Date: February 2014

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 20<sup>th</sup> day of April, 2015

Vendor: Canon Solutions America

By: Ruffin D. Fornea  
Authorized Signature

Printed Name: Ruffin D. Fornea

Title: Account Representative

Witness my signature this 5<sup>th</sup> the day of May, 2015.

Customer: CITY OF LONG BEACH POLICE DEPT

By: Rebecca E. Schulte  
Authorized Signature

Printed Name: Rebecca E. Schulte

Title: CITY CLERK



**Minutes of May 5, 2015  
Mayor and Board of Aldermen**

Revised Date: February 2014

EXHIBIT A  
RENTAL AGREEMENT  
FOR USE BY MISSISSIPPI Agencies 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: Canon Solutions America

Customer Agency Name: City of Long Beach Police Dept.

Bill to Address: City of Long Beach - Police Department  
P.O. Box 929, Long Beach MS 39560

Ship to Address: Long Beach Police Department  
201 Alexander Road, Long Beach MS 39560

Description of Equipment, Software, or Services

Price

Canon IRC 5235A Color Copier (New)  
Cassette Feed Unit  
Key board and Utility Tray  
Inner Finisher  
Fax Module  
Surge protector

\$224.96 Per Month

Canon State Contract No. 8200005146

Remit Address:

Canon Financial Services  
14904 Collections Center Drive  
Chicago, IL 60693

Delivery Schedule and Installation Date: May 2015

Rental Term: (Number of Months): 36 months

Start Date: June 1, 2015

End Date: May 31, 2018

Modifications: Maintenance includes all parts, toner and labor. All black  
prints billed at \$0.0092 each and all color billed at \$0.0507 each print.

Ruffin D. Jones

Vendor Signature

[Signature]

Customer Signature

Minutes of May 5, 2015  
Mayor and Board of Aldermen

Revised Date: February 2014

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 20<sup>th</sup> day of April, 2015.

Vendor: Canon Solutions America

By: Ruffin D. Fornea  
Authorized Signature

Printed Name: Ruffin D. Fornea

Title: Account Representative

Witness my signature this 5<sup>th</sup> day of May, 2015.

Customer: CITY OF LONG BEACH POLICE DEPT.

By: Rebecca E. Schreff  
Authorized Signature

Printed Name: Rebecca E. Schreff

Title: City Clerk

Minutes of May 5, 2015  
Mayor and Board of Aldermen

Revised Date: February 2014

EXHIBIT A  
RENTAL AGREEMENT  
FOR USE BY MISSISSIPPI Agencies 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: Canon Solutions America  
Customer Agency Name: City of Long Beach Police Dept.  
Bill to Address: City of Long Beach - Police Department  
P.O. Box 929, Long Beach MS 39560  
Ship to Address: Long Beach Police Department  
201 Alexander Road, Long Beach MS 39560

Description of Equipment, Software, or Services

Price

Canon IR 2530 Copier (New)  
Document Feeder  
Cabinet Stand  
Inner Finisher  
Color Send Kit  
Fax Module and surge protector

\$ 122.93 Per Month

Canon State Contract No. 8200005146  
Remit Address:  
Canon Financial Services  
14904 Collections Center Drive  
Chicago, IL 60693

Delivery Schedule and Installation Date: May 2015

Rental Term: (Number of Months): 36 months

Start Date: June 1, 2015

End Date: May 31, 2018

Modifications: Maintenance agreement includes all parts,  
toner and labor. All prints billed at \$0.011 per print.

Ruffin P. Faneau  
Vendor Signature

[Signature]  
Customer Signature

\*\*\*\*\*

It was noted for the record that the Blue Cross Blue Shield – Get Ready to Run – Fun Run, USM Gulf Park, was canceled due to inclement weather.

Upon discussion, Alderman Carrubba made motion seconded by Alderman Griffin and unanimously carried to approve the rescheduled date of May 16, 2015, at 10:00 a.m.

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There was no report from the City Attorney.

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Mayor and Board of Aldermen

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There were no public comment regarding general matters not appearing on the agenda.

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There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Young made motion seconded by Alderman Griffin and unanimously carried to adjourn until the next regular meeting in due course.

\*\*\*\*\*

APPROVED:

\_\_\_\_\_  
Alderman Leonard G. Carrubba, Sr., At-Large

\_\_\_\_\_  
Alderman Gary J. Ponthieux, Ward 1

\_\_\_\_\_  
Alderman Bernie Parker, Ward 2

\_\_\_\_\_  
Alderman Kelly Griffin, Ward 3

\_\_\_\_\_  
Alderman Ronnie Hammons, Jr., Ward 4

\_\_\_\_\_  
Alderman Mark E. Lishen, Ward 5

\_\_\_\_\_  
Alderman Alan Young, Ward 6

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Rebecca E. Schruoff, City Clerk