

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Cindy Steen, Purchasing Agent  
**Through:** Cindy Russell Interim City Clerk  
**Date:** November 27<sup>th</sup>, 2012  
**Subject:** Approval of Payment for Services provided and also Request for Contract Renewal

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**REQUEST:**

Gulf Coast Communications has submitted a contract for payment of services provided. The owner, Mr. Michael Shouse, requests payment in the amount of \$436.50. He also request contract renewal.

**BACKGROUND**

The City of Gautier has no receipts of record for past services rendered. The City has received an annual invoice from Mr. Shouse since 2002. The City Manager has requested a contract (attached). The City Attorney has made the legal determination that in order to pay for services rendered, the contract may be approved by Council nun pro tunc (“after the fact”).

The contract for renewal is to monitor Bacot Park and Gautier City Park alarm systems. The monthly monitoring fee is \$15.00 plus any auto logs and responses. Monitoring service consists of the receipts, analysis and responses to signals from the system. Auto logs are false alarms or test signals. These reports will be provided to the City. Upon receipt of an alarm Gulf Coast Communications will notify the Police Department or Fire Department as needed.

**DISCUSSION**

The City Council should determine whether to pay invoices for services rendered without a contract, given ten years of payment. Second, Council should determine whether to extend the contract.

**RECOMMENDATION**

The City Council may:

1. Approve payment for services provided nun pro tunc
2. Deny payment due to no contract being approved
  
1. Extend contract
2. Do not extend contract

**ATTACHMENT(S):**

Yes



GULF COAST COMMUNICATIONS & SECURITY SYSTEMS

P.O. Box 5873
Vancleave, Mississippi 39565
228-217-1934
michaelshouse@hughes.net



ALARM MONITORING AGREEMENT

THIS AGREEMENT is entered into this 9th day of August 2012, by and between:

CUSTOMER: CITY OF GAUTIER
SERVICE ADDRESS: CITY PARK - 902 DeLa Pointe DR.
CITY: GAUTIER STATE: MS. ZIP: 39553
TELEPHONE NUMBER: (Home) 228-497-8000 (Work) 228-497-3518
BILLING ADDRESS: P.O. Box 670
CITY: GAUTIER STATE: MS ZIP: 39553
TELEPHONE NUMBER: (Home) (Work)
SERVICE STARTING DATE: JANUARY 22, 2008
DESCRIPTION OF SECURITY SYSTEM: HONEYWELL FBI XL2T & Assoc. EQUIP.
THE MONTHLY MONITORING FEE IS \$ 15.00 + TAX TO BE BILLED Monthly Quarterly Annually

THE AGREEMENT SET FORTH ON THE FOREGOING PAGE INCLUDES THE TERMS AND CONDITIONS BELOW. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

- 1. TERM. The term of this Agreement will be for an initial term of \_\_\_ months from the date the monitoring service begins and will be automatically renewed upon the expiration of the initial period and each renewal period for an additional \_\_\_ years unless either party notifies the other in writing of its intent to terminate this Agreement at least ninety (90) days prior to the end of the initial term or any renewal term, as the case may be.
2. MONITORING SERVICES. Monitoring of the System owned by Customer at the Premises may be provided by an independent monitoring facility (the "Monitoring Facility") selected by Company. Monitoring service consists of the receipt, analysis and response to signals from the System. All monitoring may be discontinued any time charges are unpaid for the System or Company personnel are harassed. Written notice by U.S. mail, postage prepaid, to the billing address will be deemed sufficient notice of discontinuation. Customer consents to the tape recording of all telecommunications between Customers Premises and the Company's offices and the Monitoring Facility. Upon receipt of an alarm signal from the Premises of Customer, Company will make every reasonable effort to promptly notify the police, fire department or paramedics unit having jurisdiction or other persons or entities designated by Customer in the Emergency Information Instructions provided to Company. COMPANY MAY, IN ITS SOLE DISCRETION, ELECT NOT TO NOTIFY THE POLICE OR FIRE DEPARTMENT OR OTHERS IF COMPANY HAS REASONABLE CAUSE TO BELIEVE THAT AN EMERGENCY CONDITION DOES NOT EXIST.
3. INCREASES IN MONITORING RATE. Company reserves the right to increase the Monitoring Rate for any renewal period by giving thirty (30) days written notice to Customer. Company will have the right, at any time, to increase the Monitoring Rate to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to Company by any governmental authority or the Monitoring Facility relating to the monitoring services, and Customer agrees to pay the same.
4. TELEPHONE LINES. Customer will pay all charges made by any telephone company or other utility for installation, leasing and service charges of telephone lines and jacks connecting Customers System to Company's Monitoring Facility. Customer acknowledges that the signals from Customers System are transmitted over Customers regular telephone service to Company's Monitoring Facility, and, in the event Customers telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from Customers alarm System will not be received by Companies Monitoring Facility during any such interruption in telephone service and the interruption will not be known to Company. Customer further acknowledges and agrees that signals are transmitted over the telephone company lines which are wholly beyond the control and jurisdiction of the Company and are maintained and serviced by the applicable telephone company or utility.
5. INTERRUPTION OF SERVICE. Company assumes no liability for interruption of Monitoring Service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any other act, omission or abuse beyond the control of company.
6. ALARM PERMITS. Customer will apply, retain and pay for all licenses, permits, or other charges imposed by any governmental agency necessary for the Installation and use of the System. Customer is responsible for investigating specific permits required by its local municipality, law enforcement agency or other appropriate jurisdictional body.
7. FALSE ALARMS. In the event of multiple false alarms caused by Customers carelessness, malicious action or accidental use of the alarm System, Company may, in its sole discretion, upon ten (10) days written notice to Customer, terminate this Agreement and the Monitoring Services. Company's excuse from performance will not affect its right to recover damages from Customer. In the event a fine, penalty or fee is assessed against Company by any governmental or municipal agency as a result of any alarm originating from Customers premises, Customer agrees to reimburse Company for any such amounts.

YOU agree to the Agreements and Understandings printed on the FRONT and acknowledge that YOU have read and understand them. See ATTACHED ADDENDUM

CUSTOMER:
(Print Name)
(Signature)
(Date)

COMPANY:
GULF COAST COMM. & SEC. SYS.
(Print Name)
Michael Shouse
(Signature)
8/9/12
(Date)

## ADDENDUM ONE

There shall be a charge assessed for auto logs and responses. Autologs are false alarms or test signals. Responses are when the police are dispatched upon an alarm. As the number of each cannot be predetermined, the prior twelve months shall be counted and billed for those signals on the next annual invoice.

Autolog rate: \$0.50 each  
Response rate \$1.00 each

Customer \_\_\_\_\_ Date \_\_\_\_\_

**Gulf Coast Communications & Security Systems, Inc.**

Company Michael Shouse Date 8/9/12

Gulf Coast Communications  
PO Box 5873  
Vanceleave, MS 39565  
228-217-1934

# Invoice

Date 1/2/2012  
Invoice # 777

Bill To  
City of Gautier  
PO Box 670  
Gautier, MS 39553-0670  
Attn: Accounts Payable

Ship To

P.O. # City Park  
Terms Net 30

Ship Date 1/2/2012  
Due Date 2/1/2012  
Other

Item	Description	Qty	Price	Amount
Monthly Monit...	Cen-Signal Monthly Monitoring December 14, 2011 thru December 14, 2012	12	15.00	180.00T
Autologs	Autologs	55	0.50	27.50T
Responses	Responses	18	1.00	18.00T

Thank you for your business!

Please include your invoice number on your check.

Gulf Coast Communications  
michaelshouse@hughes.net

228-217-1934

Subtotal	\$225.50
Sales Tax (0.0%)	\$0.00
Total	\$225.50
Payments/Credits	\$0.00
Balance Due	\$225.50



# GULF COAST COMMUNICATIONS & SECURITY SYSTEMS

P.O. Box 5873  
Vancleave, Mississippi 39565  
228-217-1934  
michaelshouse@hughes.net



## ALARM MONITORING AGREEMENT

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SERVICE ADDRESS: BACOT PARK - 2300 LADNIER Rd.

CITY: GAUTIER STATE: MS ZIP: 39553

TELEPHONE NUMBER: (Home) 228-497-8000 (Work) 228-497-3518

BILLING ADDRESS: P.O. Box 670

CITY: GAUTIER STATE: MS ZIP: 39553

TELEPHONE NUMBER: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_

SERVICE STARTING DATE: OCTOBER 10, 1999

DESCRIPTION OF SECURITY SYSTEM: HONEYWELL FBI XL2T & Assoc. Equip.

THE MONTHLY MONITORING FEE IS \$ 15.00 + TAX  TO BE BILLED  Monthly  Quarterly  Annually

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CUSTOMER:  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Date)

COMPANY:  
GULF COAST Comm & SEC. Sys.  
(Print Name)  
Michael Shouse  
(Signature)  
8/9/12  
(Date)

## ADDENDUM ONE

There shall be a charge assessed for auto logs and responses. Autologs are false alarms or test signals. Responses are when the police are dispatched upon an alarm. As the number of each cannot be predetermined, the prior twelve months shall be counted and billed for those signals on the next annual invoice.

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Response rate \$1.00 each

Customer \_\_\_\_\_ Date \_\_\_\_\_

**Gulf Coast Communications & Security Systems, Inc.**

Company Michael Shouse Date 8/9/12

Gulf Coast Communications  
PO Box 5873  
Vanceleave, MS 39565  
228-217-1934

# Invoice

Date 1/2/2012  
Invoice # 769

Bill To  
City of Gautier  
PO Box 670  
Gautier, MS 39553-0670  
Attn: Accounts Payable

Ship To

P.O. # Bacot Park  
Terms Net 30

Ship Date 1/2/2012  
Due Date 2/1/2012  
Other

Item	Description	Qty	Price	Amount
Monthly Monit...	Cen-Signal Monthly Monitoring November 29, 2011 thru November 29, 2012	12	15.00	180.00T
Autologs	Autologs	38	0.50	19.00T
Responses	Responses	12	1.00	12.00T

Thank you for your business!

Please include your invoice number on your check.

Gulf Coast Communications  
michaelshouse@hughes.net

228-217-1934

Subtotal	\$211.00
Sales Tax (0.0%)	\$0.00
Total	\$211.00
Payments/Credits	\$0.00
Balance Due	\$211.00