

Tuesday  
July 1, 2014  
Gautier, Mississippi

**BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held July 1, 2014 at 6:30 P.M. in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.**

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

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**AGENDA  
CITY OF GAUTIER, MISSISSIPPI  
CITY HALL COUNCIL CHAMBERS  
July 1, 2014 @ 6:30 PM**

- I. Call to Order**
  - 1 Prayer**
  - 2 Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Announcements**
  - 1 Office closed Friday, July 4, 2014 in observance of Independence Day**
- IV. Presentation Agenda**
  - 1 May 2014 Finance Report Teresa Montgomery, Comptroller**
- V. Public Agenda**
  - 1 Agenda Comments**
- VI. Business Agenda**
  - 1 Consideration of Resolution 54; a resolution responding to the Environmental Protection Agency's proposed new rule to define "Waters of the U.S." and place local drainage ways under the permitting and regulatory authority of the U.S. Army Corp of Engineers.**
  - 2 Order approving Professional Probation Services, Inc. as the provider for municipal court probation services, and directing the City Manager to proceed with negotiating terms.**
  - 3 Order approving an agreement with DRC Emergency Services, LLC for disaster-related debris removal services in the event of a declared disaster.**
  - 4 Order approving an agreement with Thompson Consulting Services for debris removal monitoring services in the event of a declared disaster.**

- 5 Order approving a professional services agreement with Brown, Mitchell & Alexander, Inc. for the I-10/Highway 57 Area Planning Study.
- 6 Order to advertise seeking a qualified professional services provider required by the Environmental Protection Agency's 2014 Brownfields Assessment Grant.
- 7 Order approving Peoples Bank as a depository for FY 2014 – FY 2015 pursuant to state laws.
- 8 Order approving nunc pro tunc the FY 2013 Municipal Audit Report for June 30, 2014 submittal.
- 9 Order approving Docket of Claims.

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

- 1 Ratification of a request to Jackson County Board of Supervisors for the transfer of three (3) Harley Davidson motorcycles from the Jackson County Sheriff Department surplus inventory to the Gautier Police Department.
- 2 Ratification of a request to the Jackson County Board of Supervisors for the donation of a portable restroom facility for parks and recreation.
- 3 Order approving Minutes from June 17th Work Session and June 17th Recessed Council Meeting.
- 4 Set public hearing date for abatement of substandard property conditions, 8105 Exchange Street, Bobby Joe Odom, owner (deceased).

**STUDY AGENDA  
CITY OF GAUTIER, MISSISSIPPI  
July 1, 2014**

- 1 Discuss Citizen Comments
- 2 Discuss Council Comments
- 3 Discuss City Manager Comments
- 4 Discuss City Clerk Comments
- 5 Discuss City Attorney Comments

Recess until July 15, 2014 @ 6:30 PM  
[www.gautier-ms.gov](http://www.gautier-ms.gov)

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Motion made by **Councilwoman Martin** to approve the agenda order. Motion seconded by **Councilman Anderson** and unanimously carried.

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**Announcements**

- 1 Office closed Friday, July 4, 2014 in observance of Independence Day.

## Presentation Agenda

1 May 2014 Finance Report Teresa Montgomery, Comptroller.

### May 2014 Ending Cash Balances

#### GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$1,658,595.46
MS Development Loan Katrina	Depository Account	007-000-001	\$1,925.45
CDBG-Downtown Revitalization	Depository Account	012-000-001	(\$344.20)
Transportation Enhancement	Depository Account	013-000-001	\$28,144.50
CIAP-Town Center	Depository Account	014-000-001	\$1,250.00
Allen Road Widening	Depository Account	020-000-001	\$22,369.00
MOHS DUI Enforcement Grant	Depository Account	025-000-001	(\$13,927.81)
MDOT Safe Routes to School	Depository Account	029-000-001	\$15,000.00
Hazard Mitigation 1794-23-01	Depository Account	100-000-001	
US DOJ Ballistic Vest Grant	Depository Account	103-000-001	(85,712.00)
Martin Bluff Road Improvements	Depository Account	128-000-001	\$238,358.64
U S Justice Equitable Sharing	Depository Account	157-000-001	\$188,099.85
Fire Protection Fund	Depository Account	160-000-001	\$154,941.71
FF Grant:EMV-2012-FO-02393	Depository Account	161-000-001	(50.88)
DMR-BP Oil Spill Grant	Depository Account	165-000-001	(\$248.84)
MDOT-Youth Corp Program	Depository Account	166-000-001	
Tidelands Grant	Depository Account	171-000-001	(\$6,500.00)
Library Support Fund	Depository Account	172-000-001	\$3,883.60
Shepard State Park Fund	Depository Account	176-000-001	\$34,273.65
Solid Waste Fund	Depository Account	404-000-001	\$182,245.50
Solid Waste Grant	Depository Account	405-000-001	(\$1,000.00)
General Ledger Cash Balance			\$2,501,252.63
<b>General Depository Reconciled Cash Balance</b>			<b>\$2,500,849.49</b>

#### ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-M&M	400-000-001	\$222,057.76
	Enterprise Account-Hancock	400-000-002	\$2,179,963.06
CIAP: Old Shell	Enterprise Account-Hancock	414-000-002	(\$4,341.03)
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	\$2,860,576.54
Utility Bond Refunding	Enterprise Account-Hancock	430-000-002	\$13,216.66
General Ledger Cash Balance			\$5,231,472.99
<b>Enterprise Reconciled Cash Balance</b>			<b>\$5,228,615.55</b>

MAY 2014  
YEAR TO DATE TOTALS

**General Fund Totals**

	FY 2014 Budget	May 2014	Balance	66.66% % to date
<b>General Fund Revenues</b>	<b>8,985,891.00</b>	<b>6,551,128.55</b>	<b>2,434,762.45</b>	<b>72.9%</b>
Expenditures:				
001 Legislative	107,324.00	72,327.77	34,996.23	67.3%
010 City Court	299,473.00	230,723.85	68,749.15	77.0%
021 City Manager	172,516.00	116,848.82	55,667.18	67.7%
022 Human Resources	145,685.00	90,529.03	55,155.97	62.1%
040 City Clerk	271,588.00	172,791.08	98,796.92	63.6%
045 Finance	179,971.00	117,423.81	62,547.19	65.2%
060 City Attorney	95,000.00	71,250.03	23,749.97	75.0%
090 Economic Dev - Planning	775,982.00	512,270.19	263,711.81	66.0%
092 Building & General Expenses	407,116.00	277,809.08	129,306.92	68.2%
100 Police	3,388,791.00	2,272,173.11	1,116,617.89	67.0%
161 Fire	2,020,247.00	1,144,527.60	875,719.40	56.6%
170 Recreation	87,100.00	75,485.52	11,614.48	86.6%
201 PW: Streets	207,000.00	84,570.02	122,429.98	40.8%
205 PW: Maintenance	215,801.00	135,229.75	80,571.25	62.6%
680 Debt Service	0.00	0.00	0.00	
900 Interfund Transfers	798,146.00	385,548.46	412,597.54	48.3%
<b>General Fund Expenditures</b>	<b>9,171,740.00</b>	<b>5,759,508.12</b>	<b>3,412,231.88</b>	<b>62.7%</b>
<i>Total Operating Expenditures</i>	<i>7,906,049.00</i>	<i>4,910,965.99</i>	<i>2,995,083.01</i>	
<i>Total Capital Outlay Expenditur</i>	<i>258,583.00</i>	<i>254,033.81</i>	<i>4,549.19</i>	
<i>Total Debt Service</i>	<i>208,962.00</i>	<i>208,959.86</i>	<i>2.14</i>	
<i>Total Transfers Out</i>	<i>798,146.00</i>	<i>385,548.46</i>	<i>412,597.54</i>	
<i>Check Total</i>	<i>9,171,740.00</i>	<i>5,759,508.12</i>	<i>3,412,231.88</i>	
<i>Personnel</i>	<i>6,263,449.00</i>	<i>3,897,794.00</i>	<i>2,365,655.00</i>	<i>62.2%</i>
<i>Supplies</i>	<i>457,331.00</i>	<i>259,629.30</i>	<i>197,701.70</i>	<i>56.8%</i>
<i>Other Services</i>	<i>1,185,269.00</i>	<i>753,542.69</i>	<i>431,726.31</i>	<i>63.6%</i>
<i>Capital Outlay</i>	<i>258,583.00</i>	<i>254,033.81</i>	<i>4,549.19</i>	<i>98.2%</i>
<i>Debt Service</i>	<i>208,962.00</i>	<i>208,959.86</i>	<i>2.14</i>	<i>100.0%</i>
<i>Interfund Transfers</i>	<i>798,146.00</i>	<i>385,548.46</i>	<i>412,597.54</i>	<i>48.3%</i>
<i>Check Total</i>	<i>9,171,740.00</i>	<i>5,759,508.12</i>	<i>3,412,231.88</i>	<i>62.7%</i>

MAY 2014  
YEAR TO DATE TOTALS

<b>General Depository Special Funds</b>	BUDGET FY 2014	As of May 2014	Balance	66.66% % to date
<b>007 MS Dev 2.36M Katrina Bonds</b>				
Revenues	280,977.00	254,928.75	26,048.25	90.7%
Expenditures	282,027.00	255,463.75	26,563.25	90.5%
<b>012 CDBG Downtown Revitalization</b>				
Revenues	454,896.08	293,544.30	161,351.78	64.5%
Expenditures	454,551.88	293,544.30	161,007.58	64.5%
<b>013 TE-Downtown Revitalization</b>				
Revenues	420,000.00	0.00	420,000.00	
Expenditures	465,000.00	16,855.50	448,144.50	3.6%
<b>014 CIAP-Town Center</b>				
Revenues	804,143.75	799,561.71	4,582.04	99.4%
Expenditures	790,466.75	784,684.71	5,782.04	99.2%
<b>020 Allen Road Widening</b>				
Revenues	995,980.00	61,000.00	934,980.00	
Expenditures	957,349.00	0.00	957,349.00	
<b>025 MOHS DUI Enforcement Grant</b>				
Revenues	46,088.00	15,459.94	30,628.06	33.5%
Expenditures	46,088.00	29,387.55	16,700.45	63.7%
<b>029 MDOT Safe Routes to School</b>				
Revenues	125,000.00	15,000.00	110,000.00	12.0%
Expenditures	125,000.00	0.00	125,000.00	
<b>100 Hazard Mitigation Grant 1794-23-01</b>				
Revenues	16,800.00	16,800.00	0.00	100.0%
Expenditures	0.00	0.00	0.00	
<b>103 US DOJ Ballistic Vest Grant</b>				
Revenues	24,552.00	7,728.00	16,824.00	31.40%
Expenditures	24,552.00	13,440.00	11,112.00	54.70%
<b>128 Martin Bluff Road Project</b>				
Revenues	0.00	0.00	0.00	
Expenditures	50,000.00	1,568.29	48,431.71	3.1%
<b>157 US Justice Equitable Sharing</b>				
Revenues	0.00	0.00	0.00	
Expenditures	12,276.00	18,709.65	-6,433.65	
<b>160 Fire Protection Fund</b>				
Revenues	98,641.00	0.00	98,641.00	
Expenditures	118,742.00	5,849.26	112,892.74	4.9%

MAY 2014  
YEAR TO DATE TOTALS

<b>161 FF Grant: EMW-2012-FO-02393</b>				
Revenues	29,379.00	29,379.00	0.00	100.0%
Expenditures	29,379.50	29,380.48	-0.98	100.0%
<b>166 MDOT Youth Corp Program</b>				
Revenues	31,508.01	33,273.39	-1,765.38	105.6%
Expenditures	35,000.00	1,014.46	33,985.54	2.8%
<b>171 Combined Tidelands Grant</b>				
Revenues	404,736.76	2,625.00	402,111.76	0.6%
Expenditures	642,111.76	246,500.00	395,611.76	38.3%
<b>172 Library Support Fund</b>				
Revenues	111,698.00	97,758.47	13,939.53	87.5%
Expenditures	111,698.00	101,802.20	9,895.80	91.1%
<b>175 MSWFP Recreation Trails Grant</b>				
Revenues	99,840.00	0.00	99,840.00	
Expenditures	99,840.00	0.00	99,840.00	
<b>176 Shepard State Park</b>				
Revenues	105,541.00	81,554.00	23,987.00	77.2%
Expenditures	100,541.00	61,685.58	38,855.42	61.3%
<b>404 Solid Waste Fund</b>				
Revenues	1,205,000.00	839,562.02	365,437.98	69.6%
Expenditures	1,205,500.00	660,832.37	544,667.63	54.8%
<b>405 Solid Waste Grant</b>				
Revenues		5,855.00	-5,855.00	
Expenditures		6,855.00	-6,855.00	

**MAY 2014  
YEAR TO DATE TOTALS**

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

	FY 2014 Budget	May 2014	Balance	66.66%
<b>Revenue</b>	488,969.00	107,122.00	381,847.00	21.9%
<b>Capital Improvements</b>	2,040,022.79	169,092.64	1,870,930.15	8.2%
<b>Debt Service</b>	488,969.00	107,934.38	381,034.62	22.0%
	2,528,991.79	277,027.02	2,251,964.77	10.9%

**MAY 2014  
YEAR TO DATE TOTALS**

<b>Water &amp; Sewer Utility Fund Totals</b>	<b>FY 2014 Budget</b>	<b>May 2014</b>	<b>Balance</b>	<b>66.66% % to date</b>
Utility Fund Revenues	6,836,647.00	5,259,429.45	1,577,217.55	76.9%
Administration	1,937,700.00	1,322,042.30	615,657.70	68.2%
Water & Sewer O & M	2,343,727.00	1,268,488.47	1,075,238.53	54.1%
Debt Service	2,348,397.00	1,487,782.49	860,614.51	63.3%
Transfers	545,007.00	0.00	545,007.00	
Utility Fund Expenditures	<b>7,174,831.00</b>	<b>4,078,313.26</b>	<b>3,096,517.74</b>	<b>56.8%</b>
<i>Total Operating Expenditures</i>	<i>4,121,427.00</i>	<i>2,590,530.77</i>	<i>1,530,896.23</i>	
<i>Total Capital Outlay Expenditures</i>	<i>160,000.00</i>	<i>0.00</i>	<i>160,000.00</i>	
<i>Total Debt Service</i>	<i>2,348,397.00</i>	<i>1,487,782.49</i>	<i>860,614.51</i>	
<i>Total Interfund Transfers</i>	<i>545,007.00</i>	<i>0.00</i>	<i>545,007.00</i>	
<i>Check Total</i>	<i>7,174,831.00</i>	<i>4,078,313.26</i>	<i>3,096,517.74</i>	
<i>Personnel</i>	<i>103,727.00</i>	<i>73,183.53</i>	<i>30,543.47</i>	<i>70.6%</i>
<i>Supplies</i>	<i>360,000.00</i>	<i>82,712.18</i>	<i>277,287.82</i>	<i>23.0%</i>
<i>Other Services</i>	<i>3,657,700.00</i>	<i>2,434,635.06</i>	<i>1,223,064.94</i>	<i>66.6%</i>
<i>Capital Outlay</i>	<i>160,000.00</i>	<i>0.00</i>	<i>160,000.00</i>	
<i>Debt Service</i>	<i>2,348,397.00</i>	<i>1,487,782.49</i>	<i>860,614.51</i>	<i>63.4%</i>
<i>Interfund Transfers</i>	<i>545,007.00</i>	<i>0.00</i>	<i>545,007.00</i>	
<i>Check Total</i>	<i>7,174,831.00</i>	<i>4,078,313.26</i>	<i>3,096,517.74</i>	<i>56.8%</i>

**Enterprise Special Funds**

<b>414 CIAP Funds: Old Shell Landing</b>	<b>FY 2014 Budget</b>	<b>May 2014</b>	<b>Balance</b>	<b>66.66%</b>
Grant Proceeds	474,615.12	377,620.32	96,994.80	79.5%
Construction Phase Services	474,615.12	421,961.35	52,653.77	88.9%

<b>421 MSB - Water Ionization Project</b>	<b>FY 2014 Budget</b>	<b>May 2014</b>	<b>Balance</b>	
Loan Proceeds				
Expenditures	2,864,351.86	3,775.32	2,860,576.54	0.1%

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

**RESOLUTION NUMBER 020-2014**

**RESOLUTION TO ENSURE THAT MUNICIPAL CONCERNS ARE  
ADDRESSED IN CLEAN WATER ACT REGULATIONS, INCLUDING  
THE DEFINITION OF "WATERS OF THE U.S."**

**WHEREAS**, the Clean Water Act and implementing regulations of the past four decades recognize the partnership between federal, state, and local governments to achieve the objectives of the Act; and

**WHEREAS**, local governments have assumed an ever-increasing share of the cost of achieving those objectives both as a regulator and permittee to maintain and improve water quality; and

**WHEREAS**, the U.S. Environmental Protection Agency and U.S. Army Corps of Engineers have proposed a rule to define "Waters of the U.S." that could significantly increase the cost and regulatory requirements for local governments and ultimately the costs for local residents and businesses; and

**WHEREAS**, the proposed rule and budget history for EPA and the Corps do not provide additional federal revenue nor anticipate assistance in the future to help meet the cost of this rule; and

**WHEREAS**, The United States Conference of Mayors has adopted and maintains policy that opposes legislation to expand Federal jurisdiction under the Clean Water Act unless the associated costs are born solely and entirely by the Federal government and its agencies and not levied as an unfunded mandate on the public and private sectors; and

**WHEREAS**, much of the anticipated cost of this rule would be financed from municipal resources, and thus divert resources from other essential public services,

**NOW, THEREFORE, BE IT RESOLVED**, that EPA and the Corps of Engineers suspend consideration of the Waters of the U.S. rule until local governments and other stakeholders are engaged in drafting a rule that addresses to the satisfaction of local governments and other stakeholders the full economic impact for all sections of the Clean Water Act beyond Section 404 (e.g. Sections 301, 311, 401, 402); incorporates the conclusions of the Science Advisory Board, and addresses the concerns of other federal agencies with water management and regulatory responsibilities affected by such a rule; and

**BE IT FURTHER RESOLVED**, that the rule include the following provisions that are priority concerns for local governments:

1. Separate municipal storm sewers will continue to be regulated and permitted under Section 402 of the Clean Water Act, and shall not be considered, either in their entirety or any individual feature thereof, Waters of the U.S.; and
2. Green infrastructure developed to improve water quality or achieve multiple public benefits shall be encouraged and given priority consideration that does not impose additional financial and regulatory burdens of permittee's and shall not be considered Waters of the United States; and
3. Water delivery, reuse, and reclamation systems and facilities shall not be considered waters of the U.S.; and Ditches, streams and other drainage features that protect and ensure the operation of public infrastructure shall not be considered waters of the U.S.; and

4. Wastewater treatment systems and all associated infrastructure shall not be considered waters of the U.S.; and

5. Any proposal to regulate waters within a floodplain, riparian, or any other general area must include a specific definition, including the specific boundaries, of the floodplain, riparian, or other area subject to the rule; and

6. The rule must include sufficient clarity and specificity to better inform regulators and permittees and to minimize the potential for litigation; and

**BE IT FURTHER RESOLVED**, that failure to address any one or all of these concerns shall be considered an unfunded mandate and the costs of such mandate shall be fully and entirely born by the Federal government.

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

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

NAYS: None

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2014.

## CITY OF GAUTIER

### MEMORANDUM

**To:** Honorable Gautier Mayor and Council

**From:** Samantha D. Abell, City Manager

**Date:** June 25, 2014

**Subject:** Consideration of Resolution 54; A Resolution To Ensure Municipal Concerns Are Addressed in Clean Water Act Regulations, Including The Definition of “Waters of the U.S.”

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#### **REQUEST:**

Resolution 54 is a response from municipalities nationwide who are committed to local economic development and sustainability, and who are therefore opposed to the over-reaching proposed new rule of the Environmental Protection Agency placing local drainage ways, wastewater treatment systems and associated infrastructure, and all waters within floodplain, riparian or any other general drainage way under the definition of “Waters of the U.S.” and within the regulatory authority of the U.S. Army Corp of Engineers.

The resolution urges the EPA and Corp of Engineers to suspend consideration of the EPA's proposed rule until meaningful consultation with local governments has occurred and local concerns are addressed. The resolution asks for the full consultation and satisfaction of local government and affected stakeholders before finalizing the proposed rule.

#### **DISCUSSION:**

On April 21, 2014, the U.S. Environmental Protection Agency (EPA) and the U.S. Army Corps of Engineers (Corps) jointly released a new proposed rule—Definition of Waters of the U.S. Under the Clean Water Act, the EPA has amended the definition of "Waters of the U.S." to expand the range of waters that fall under federal jurisdiction.

The United States Conference of Mayors has adopted and maintains policy that opposes legislation to expand Federal jurisdiction under the Clean Water Act unless the associated costs are born solely and entirely by the Federal government and its agencies and not levied as an unfunded mandate on the public and private sectors.

Resolution 54 is being promulgated by municipalities who, like the City of Gautier, are members of the International Convention of Shopping Centers (ICSC). Founded in 1957, ICSC is the premier trade association of the shopping center industry. Its more than 63,000 members include shopping center owners, developers, managers, marketing specialists, investors, retailers and brokers, as well as academics and public officials. ICSC municipalities are concerned that the definitional changes contained in the proposed rule would significantly expand federal control of

land and water resources on commercial properties traditionally handled at the state and local level.

If the rule is enacted in its current form, communities undergoing new construction or renovation of commercial properties can expect major project permitting delays, costly resource outlays for new permit applications, and an unprecedented level of regulatory uncertainty and inconsistency in the administration of Corps permitting programs. Municipalities believe the rule should clarify the regulatory requirements, particularly for activities already regulated, as well as minimize the potential for third-party litigation and other unintended consequences.

The Clean Water Act (CWA) was enacted in 1972 to restore and maintain the chemical, physical and biological integrity of our nation's waters and is used to oversee federal water quality programs for areas that have a "water of the U.S." Since then, a number of court cases have further defined navigable "waters of the U.S." to include waters that are not traditionally navigable.

The range of waters that are considered "Waters of the U.S." increase, states are required to expand their current water quality designations to protect those waters. This new rule increases reporting and attainment standards at the state level. Counties, in the role of regulator, have their own watershed/storm water management plans that would have to be modified based on the federal and state changes. Changes at the state level would impact comprehensive land use plans, floodplain regulations, building and/or special codes, watershed and storm water plans.

**RECOMMENDATION:**

City Manager recommends approval of Resolution 54 to call upon the EPA and Army Corp of Engineers to suspend consideration of EPA's proposed rule until meaningful consultation with local governments has occurred and local concerns are addressed. The resolution asks for the full consultation and satisfaction of local government and affected stakeholders before finalizing the proposed rule.

**ATTACHMENTS:**

Resolution 54

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

**ORDER NUMBER 147-2014**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Professional Probation Services, Inc. is hereby approved as the municipal court probation services provider.

**IT IS FURTHER ORDERED** that the City Manager is authorized to proceed with negotiating terms.

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

AYES:           Gordon Gollott  
                  Mary Martin  
                  Johnny Jones  
                  Casey Vaughan  
                  Rusty Anderson  
                  Adam Colledge

NAYS:           Hurley Ray Guillotte

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**MAYOR**

ATTEST:

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2014.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Cindy Russell  
**Date:** June 26, 2014  
**Subject:** Approval of Professional Probation Services Inc. for Municipal Court Probation Services

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**REQUEST:**

The City Clerk Department requests City Council approval of the probation services for municipal court submitted by Professional Probation Services Inc.

**BACKGROUND:**

On June 17, 2014, Mayor and Council held a work session to discuss Probation Services for the Gautier Municipal Court to provide professional court services and sentencing alternatives to the court, community, and offender in an ethical and effective manner while promoting public safety, encouraging success, and improving lives at no cost to the taxpayer.

**DISCUSSION:**

During the work session Mayor and Council decided to direct Judge Thornton to forward delinquent cases to Professional Probation Services Inc., ninety (90) days after their court appearance has been met and no fees collected. The City Council authorized the City Manager proceed with negotiating terms. A contract will be presented to council in August for final approval.

**RECOMMENDATION:**

Based on the council work session on 6/17/14 it is Staff's recommendation that City Council approve Professional Probationary Services Inc. as the city's probationary services provider.

The City Council may:

- 1) Approve Professional Probation Services Inc. as the city's probationary service provider or
- 2) Disapprove Professional Probation Services Inc. as the city's probationary service provider



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## SECTION ONE: General Information

### A. Letter of Interest

#### *Mission Statement*

“To provide professional court services and sentencing alternatives to the Court, community, and offender in an ethical and effective manner while promoting public safety, encouraging success, and improving lives- at no cost to the taxpayer.

#### *Letter of Interest:*

Dear City of Gautier:

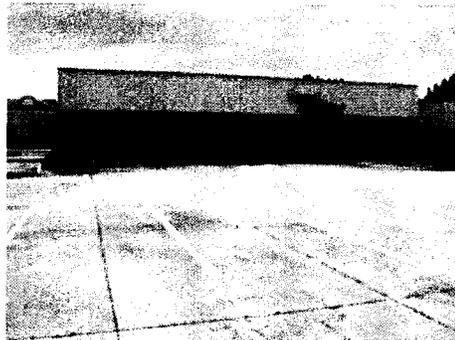
Please accept this as our sincerest thanks for the opportunity to submit our proposal for probation services and other sentencing alternatives. We look forward to the high honor of serving the court, and offenders of your community.

For 21 years, PPS has been providing reliable, ethical and professional probation services as well as other sentencing alternatives to courts across the country assuming caseloads from government systems and private companies. Since day one of our founding, PPS has required of our staff, standards in education, training, and performance far exceeding those required by law. Excellence, professionalism and ethical treatment of offenders is not something we are compelled to do by regulation, but rather the foundations that make PPS a company that is built to last. We believe our purposeful pursuit of excellence serves as a foundation for personal growth and in turn, business success. In life and in business, (especially in our business of caseload management) it is easy to settle for mediocrity, taking shortcuts that would cause PPS to slowly fade away. In response, we want to develop employees, form a team, and establish a company that will stand the test of time; So far, so good.

We have negotiated a lease with the following location to serve the City of Gautier:

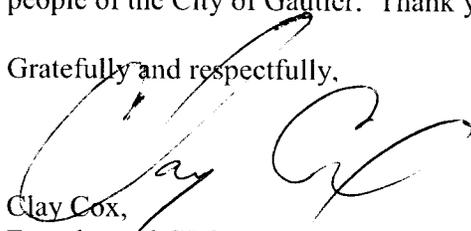
#### ***PPS Gautier***

**3111 Highway 90,  
Gautier, MS 39553**



PPS guarantees the contents of this RFP response to be valid for one year following its due date as well as during the life of the contract. We look forward to the high honor of serving the people of the City of Gautier. Thank you for your consideration of our proposal.

Gratefully and respectfully,

  
Clay Cox,  
Founder and CEO

## B. Business Credentials

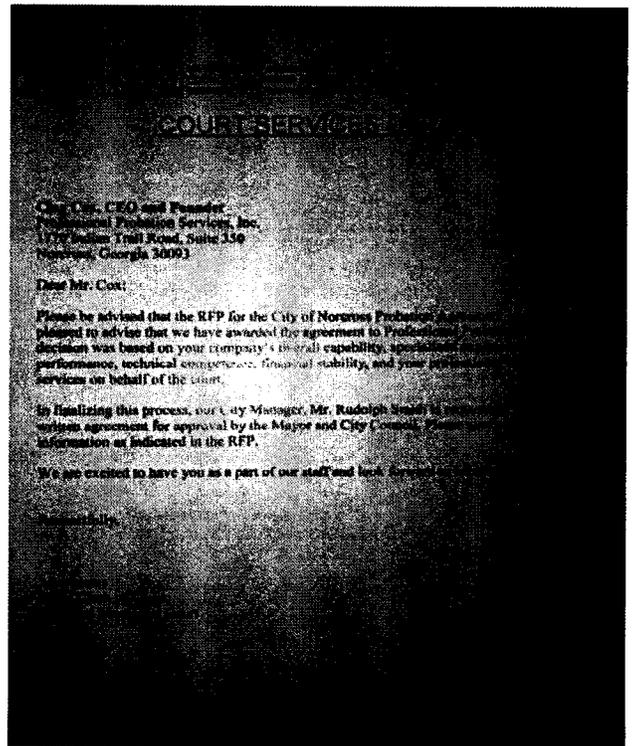
### *Synopsis of Qualifications and History*

PPS is a Georgia corporation; a wholly-owned subsidiary of Universal Health Services, Inc., and has been providing professional service to America's courts, communities and offenders since our beginnings in 1992. In July of that year, two State of Georgia probation officers, (and husband and wife team), founded PPS. Recognizing that the government approach to probation supervision was in many ways flawed, mainly due to a lack of resources, Clay and Alisa Cox created a business and supervision model expressly designed to promote offender success while on probation and beyond. The first court to agree with our new approach- and to take a chance on PPS was Norcross Municipal Court, for which we began providing services on *September 1, 1992*.

**Incidentally, after 19 years of service to Norcross, they issued an RFP for probation services. The results of that RFP were that PPS defeated Sentinel Offender Services, Judicial Corrections Services, Georgia Probation Management, and Southeast Corrections.**

Norcross re-affirmed that the PPS approach to probation services is unmatched in the industry- public or private. The typical government probation scenario, for example requires probationers to report Monday – Friday at an assigned time and during business hours. The result is that many probationers are faced with the choice of missing work (cutting into their ability to pay fines promptly) or reporting. Unfortunately, many violate probation and go to jail. PPS offices have therefore been open on weekends and evenings from our earliest days.

Perhaps most unique to our approach is the recognition that each person on probation is just that- a person. Each probationer, we believe, is important and capable of contributing to society if given the opportunity and the proper tools to succeed. We view a sentence of probation as



not only a privilege but also understand that for many of our probationers, it is potentially their first opportunity to succeed in life. This is precisely why PPS offers off hours reporting, and life improvement workshops such as the Resume/Job Placement Workshop, and will limit our standard probation caseloads to a more than manageable number of 200 misdemeanors per officer. It is also why *we insist on supervising indigents at no cost*. And for those offenders who are paying a fee, they can count on ethical accounting from us. PPS will never collect a probation fee in advance, nor will we collect a fee for a month that we do not supervise a case. Our philosophy is “know right from wrong, and do right.”

By 1993, our standard operating procedure quickly developed into the most imitated in the industry, and for good reason. PPS policies, coupled with the best possible staff, ensure public safety, compliance of probated conditions, while improving the lives of those under our supervision.

In August of 1997 PPS was acquired by Universal Health Services, Inc., and gained the resources to move from a small regional company to a national organization. That same year, PPS established its internal Electronic Monitoring Division. In 1998, PPS expanded into Alabama, being granted the exclusive opportunity to serve the state’s District Courts by the Alabama Supreme Court. In 2004 we opened our first Florida probation office providing services to Hernando County District Court and later additional Florida Counties including Sumter and *Palm Beach County*.

At PPS, we understand the ongoing concern with privatization of court services. That is why our standards are second to none. We require a bachelor’s degree and 40 hours of training each year for our probation officers and our Department of Standards and Training works with each of our local field offices to ensure the appropriate enforcement of every condition of probation. The County needs accurate accounting of its probation related monies and accurate reporting of results, and no one in the business matches our capabilities and track record for doing so.

Gautier deserves peace of mind, so we are fully bonded and insured, and our contracts may each be terminated at anytime without cause. We have a record of quality and managed growth throughout the nation, which has allowed us to **operate six-day, full time and full service probation offices with case transfer capabilities to more than fifty locations** nationwide. PPS has successfully assumed caseloads of fewer than 100 to more than 15,000 from numerous private competitors as well as government systems.

PPS is dedicated not only to offender conducted community service hours, but community service in general. We positively influence the community in many ways; ensuring public safety, increasing fine revenues to the Court, creating local jobs, prioritizing community service, and improving the individual lives of the probationers.

### *Synopsis of Financial Status*

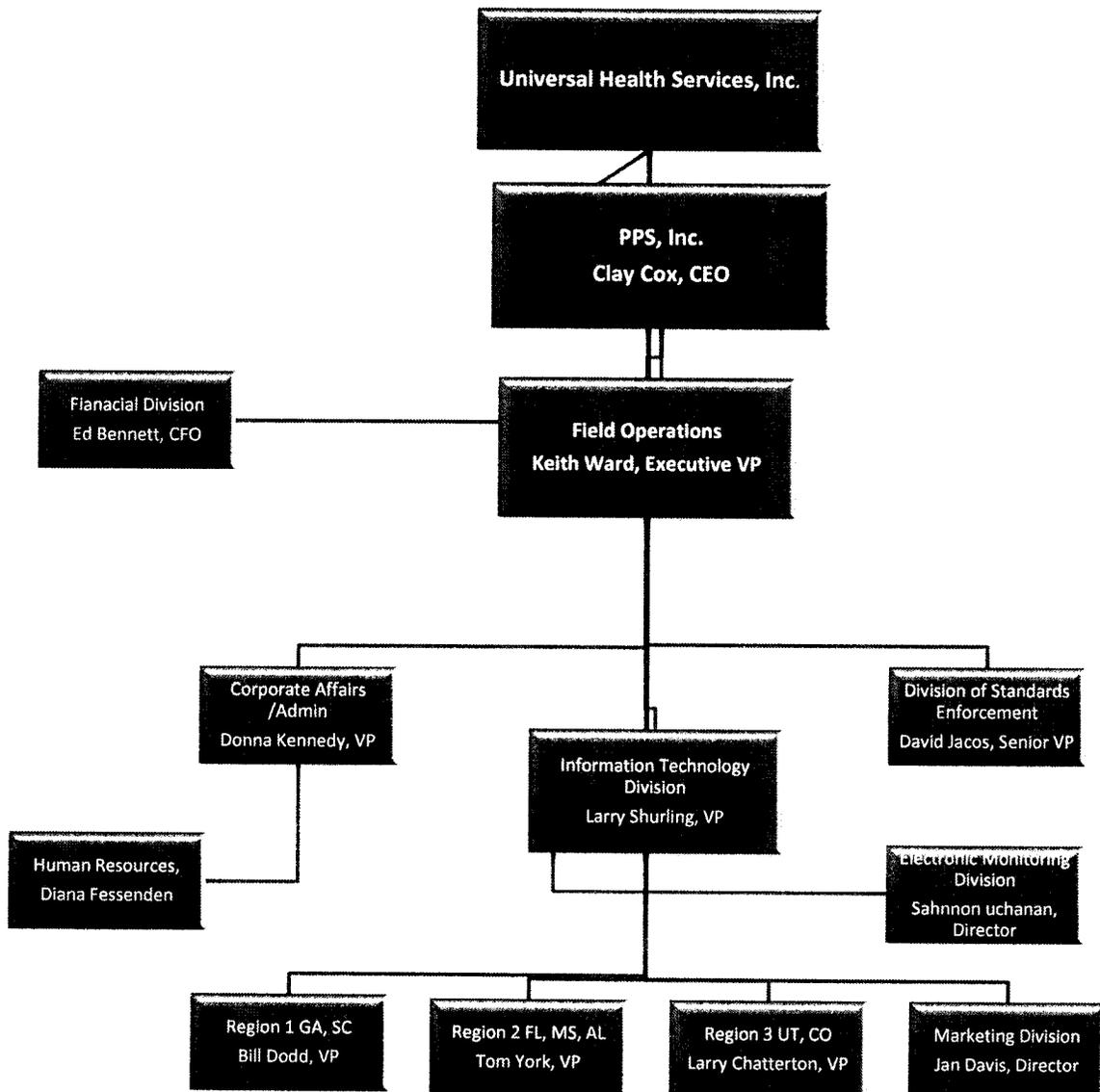
Perhaps our most important strength is financial. UHS brings a financial capability to our probation model that is unmatched in the industry. Universal Health Services, Inc. (UHS) is one of the nation’s largest and most respected healthcare management companies, operating through its subsidiaries, behavioral health facilities, acute care hospitals and ambulatory centers nationwide, in Puerto Rico and the U.S. Virgin Islands. UHS was founded in 1978 by Alan B. Miller, chairman and CEO, and today has more than 65,000 employees. UHS maintains one of the strongest balance sheets and is rated amongst the highest in the hospital services industry

by Moody's and Standard & Poor's. This strong capital position has enabled the company to develop and acquire many new facilities over the past few years.

UHS owes its success to a responsive management style and to a service philosophy that is based on integrity, competence and compassion. For the year of 2012, our net income was \$443.4 million, or \$4.53 per diluted share, during the twelve-month period of 2012 as compared to \$398.2 million, or \$4.04 per diluted share, during the 2011 full year period. Net revenues increased 3% to \$6.96 billion during the twelve-month period of 2012 as compared to \$6.76 billion during the comparable 2011 twelve-month period.

### C. Management Organization

The PPS corporate management team including I.T., Electronic Monitoring, Standards Enforcement, etc., will play a critical role in the delivery of services to Gautier.



NAME	POSITION / DUTIES	EDUCATION / EXPERIENCE
Mr. Clay Cox	Founder, Chief Executive Officer	B.S. Criminology, Western Carolina University Private Probation- 21 Years State probation Officer- 3 Years Graduate, Georgia POST BPOT Member Georgia House of Representatives 2005-2011 Member Georgia Department of Community Health Board; 2012-Present (appointed by Governor Nathan Deal)
Mr. Keith Ward	Executive Vice President of Operations	B.A. Furman University, Probation- 20 Years Past Pres., Private Probation Assoc. of Georgia POST Certified Instructor
Mr. David Jacobs	Senior Vice President of Standards Enforcement (includes caseload and office auditing)	B.S., Criminology, Auburn University Loss Prevention Executive- 3 Years Private Probation- 16 Years
Mr. Edwin Bennett	Chief Financial Officer	B.B.A., Eastern New Mexico University Accounting Executive- 15 Years Private Probation- 14 Years
Tom York, Esq.	Regional Vice President (FL, AL, MS)	B.S. Criminology Auburn University J.D. University of Alabama Private Probation 18 Years
Dr. Larry Shurling	Vice President, Information Technology	PhD., Business Information Systems, University of Georgia Private Probation- 15 Years
Ms. Donna Kennedy	Vice President, Corporate Affairs	Private Probation- 19 Years
Ms. Dianna Fessenden	Director, Human Resources	B.S. Criminal Justice, Georgia Southern Univ. Private Probation – 5 Years
Ms. Shannon Buchannan	Director, Electronic Monitoring Division	B.S. Criminal Justice Georgia Gwinnett College Private Probation 18 years.

**D. Selected References**

Court	Effective Date	Contact Name	Contact Number
<b>PPS - Alabama</b>	-	-	-
Town of Autaugaville	6/1/2005	Judge George P. Walthall	(334) 365-1500
Bibb County District Court	5/1/2006	Judge William D. Owings	(205) 926-3106
City of Auburn	9/1/2001	Judge Joe S. Bailey	(334) 501-3180

<b>City of Decatur</b>	5/2/2004	Judge Billy E. Cook, Jr.	(256) 341-4676
<b>City of Florence</b>	7/1/2006	Clerk Robert M. Leyde	(256) 760-6679
<b>City of Gardendale</b>	12/31/2007	Clerk Barbara Cobb	(205) 631-7155
<b>City of Leighton</b>	10/1/2007	Destin Berryman	(256) 446-8477
<b>City of Muscle Shoals</b>	3/18/2003	Clerk Richard L. Williams	(256) 386-9210
<b>City of Opelika</b>	5/19/1998	Judge Kenneth Wilkes	(334) 705-5190
<b>City of Argo</b>	11/1/2010	Judge Carl E. Chamblee, Jr.	(205) 655-3379
<b>City of Notasulga</b>	2/1/2000	Judge Ben Hand	(334) 257-3444
<b>City of Phenix City</b>	12/17/2002	Judge F. Patrick Lofin	(334) 448-2780

**PPS - Florida**

<b>Hernando County</b>	8/16/2005	Judge Donald Scaglione	(352) 754-4484
<b>Sumter County</b>	1/1/2011	Chairman Don Burgess	(352) 793-0211
<b>West Palm Beach County</b>	9/4/2012	Mr. Mike Rodriquez	(561) 355-4943

**PPS - Georgia**

<b>Dekalb County Pre-Trial</b>	5/20/2011	Mrs. Kaleema Thomas	(404) 371-6318
<b>City of Albany</b>	12/15/2000	Judge Willie C. Weaver	(229) 431-2865
<b>City of Auburn</b>	6/1/2006	Judge John G. Cicala, Jr.	(770) 963-4002
<b>City of Avondale</b>	1/1/1994	Clerk Hazel Baker	(404) 294-0531
<b>City of Cartersville</b>	11/27/1995	Judge Herbert Crane	(770) 607-6307
<b>City of Chamblee</b>	1/1/1994	Clerk Allyson Shropshire	(770) 986-5004
<b>City of Clarkston</b>	4/1/2013	Judge Stephen Nicolas	(404) 292-9465
<b>City of College Park</b>	12/17/1997	Judge George L. Barron, Jr.	(404) 761-3131
<b>City of Decatur</b>	6/30/1994	Clerk Faye Brantley	(678) 553-6652
<b>City of Doraville</b>	1/1/1993	Clerk Rhonda Blackmon	(770) 455-1001
<b>City of East Point</b>	9/1/2008	Judge Rashida Oliver	(404) 559-6250
<b>City of Emerson</b>	1/22/1996	Judge James Eugene Green	(770) 386-6696
<b>City of Euahlee</b>	5/13/1997	Judge James Eugene Green	(770) 386-1542
<b>City of Fayetteville</b>	2/28/2002	Judge E.T. Michael Martin	(770) 719-4277
<b>City of Forest Park</b>	3/1/2004	Judge E.T. Michael Martin	(404) 366-4720
<b>City of Fairburn</b>	12/1/1995	Judge Rowland Barnes	(770) 683-4611
<b>City of Garden City</b>	4/1/2013	Chief Clerk Ginger S. Robertson	(912) 966-7777
<b>Gwinnett County Superior Court</b>	7/1/2000	Judge Melodie Conner	(770) 822-8619
<b>City of Hapeville</b>	2/21/1994	Clerk Jennie Coley	(404) 669-2149
<b>City of Kennesaw</b>	8/16/1994	Clerk Linda Johnson	(770) 429-4531
<b>City of Lake City</b>	7/12/1993	Clerk Alva O. Inman	(404) 366-8080
<b>City of Lawrenceville</b>	12/7/1999	Judge Dennis T. Still	(770) 963-3288
<b>City of Lithonia</b>	4/5/1994	Judge Allen Townsend	(770) 482-5971
<b>City of Morrow</b>	3/1/1993	Judge Ronald Freeman	(770) 960-3012
<b>City of Norcross</b>	9/9/1996	Clerk Susan Wuerzner	(770) 448-7086
<b>City of Palmetto</b>	2/21/2012	Judge Antone Allison	(770) 463-3377
<b>City of Peachtree City</b>	1/1/2013	Judge Stephen Ott	770-487-7657
<b>City of Pine Lake</b>	11/5/1999	Judge Phillip Hancock	(404) 292-4250

<b>City of Snellville</b>	1/1/2003	Judge H. Steven Ruth	(770) 985-3550
<b>Sparks Municipal Court</b>	6/18/2007	Clerk of Court	(912) 549-8211
<b>City of Statham</b>	4/18/2007	Judge W. Michael Strickland	(770) 725-5455
<b>City of Stone Mountain</b>	6/8/2005	Clerk Denise Hicks	(770) 498-8984
<b>City of Union City</b>	9/21/1993	Judge Michael Bergin	(770) 306-6847
<b>City of White</b>	10/6/1997	Judge T. Neal Brunt	(770) 382-5466
<b>City of Woodstock</b>	5/3/2004	Judge Diane Busch	(770) 592-6000

**PPS - South Carolina**

<b>City of Mauldin</b>	6/1/2008	Judge Angela T. Martin	(864) 289-8898
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**PPS - Utah**

<b>City of Clarkston</b>	12/1/2010	Judge Wayne Cooper	(435) 563-9090
<b>First District Court</b>	6/1/2000	Judge Gordon J. Low	(435) 750-1300
<b>City of Hyrum</b>	10/1/2001	Judge Jack Stevens	(435) 245-6481
<b>City of Lewiston</b>	11/1/2003	Judge Kevin Christensen	(435) 734-3390
<b>City of Logan</b>	1/31/2000	Judge David Marx	(435) 258-2141
<b>City of Nibley</b>	1/15/2001	Judge Jack Stevens	(435) 752-0431
<b>City of Providence</b>	7/11/2000	Judge Matthew C. Funk	(435) 752-9441
<b>City of Richmond</b>	7/12/2005	Judge Beth S. Skidmore	(435) 258-2092
<b>City of Midvale</b>	6/1/2008	Judge Ronald C. Wolthuis	(801) 567-7212
<b>City of West Jordan</b>	6/1/2008	Judge Ronald E. Kunz	(801) 256-2290
<b>City of Sandy</b>	1/2/2006	Jay Carey, Court Administrator	(801) 568-7160
<b>City of Smithfield</b>	3/1/2011	Judge Terry Moore	(435) 563-6226
<b>City of Wellsville</b>	3/1/2011	Judge Terry Moore	(435) 245-3686
<b>Box Elder County Justice Court</b>	5/1/2011	Judge Kevin Christensen	(435) 734-3390
<b>Box Elder County District Court</b>	3/1/2010	Judge Kevin Christensen	(435) 734-3390
<b>First District of Cache Court</b>	1/15/2001	Clerk Christine Jeppesen	(435) 750-1300
<b>City of Tremonton</b>	7/1/2010	Judge Kevin Christensen	(435) 257-9509
<b>City of Garland</b>	1/1/2011	Judge Kevin Christensen	(435) 257-8352

**PPS - Mississippi**

<b>City of Olive Branch</b>	1/1/2009	Clerk Judy Jeans	(662) 895-4046
<b>City of Byhalia</b>	12/1/2010	Judge McGarrah	(662) 838-2135
<b>City of Ruleville</b>	11/20/2010	Judge Stafford Shurden	(662) 756-2835
<b>City of Drew</b>	2/1/2011	Judge Boyd Atkinson	(662) 745-2200
<b>Sunflower County Justice Court</b>	5/1/2011	Judge Gwindolyn Pernell	(662) 569-3388
<b>Yazoo County Justice Court</b>	7/1/2011	Judge Derek E. Parker	(662) 746-9865
<b>City of Yazoo City</b>	1/1/2012	Mayor MacArthur Straughter	(662) 746-3211
<b>City of Holly Springs</b>	10/1/2013	Clerk Belinda McDonald	(662)-252-4280



## SECTION TWO: Proposal of Services

### A. Specifications from RFP

- Attend regularly scheduled court sessions for the purpose of obtaining sentencing information and personal history information for each offender placed on probation. Dates of regularly scheduled court sessions will be made available to the company in advance.

During *all*, court sessions, PPS officers will attend to interview each offender, complete a case history by lap-top computer which includes sentencing and personal information for each offender, and provide orientation and instruction regarding compliance with the court's ordered conditions of probation. Intake of offenders shall be completed at the courthouse immediately following sentencing, and will include downloading of a digital photograph of each probationer into the PPS electronic file. **Unlike our competitors, we do not charge a fee for taking an offender's picture.** Upon completion of intake, the defendant will sign the sentence, stating that he/she understands the conditions of the probated sentence, and is given a copy. Finally, the defendant is given an instruction sheet which provides the following: a map to the probation office; probation officers name; time and date of appointment; minimum first payment due towards fines, restitution, etc.; telephone number to reach his or her officer in case of emergency. Files created at intake are in real time entered into the PPSI Offender Tracking System (OTS), and are immediately available to the Court via the internet affecting an instant and "paperless" intake. PPS staff is available to the Court for intake or hearing at the County jail as required by the Court. PPS staff shall complete all appropriate referrals within 15 days of sentencing, and will physically verify each address and employer within 30 days of sentencing.

RIGHT: The PPS Intake Tablet....

ID	Officer	Judge	Offense	Sentenced	Start Date	End Date	Type	Ordered	Paid	Balance
17-2128	CC ORRILL, W.	KUSELL	NPE	2007-02-28	2007-09-01	2008-02-27	FINE	1449.00	0.00	1449.00

2. Conduct an initial interview with each probationer at the time of his or her sentencing for purposes of explaining the scope of the court order relative to fines, fees, and/or restitution imposed as well as requirements and conditions for probation supervision.

PPS's current orientation interview process mirrors the above specifications, and has since our inception as a company. However, in addition to the above requirements, PPS obtains extensive information on collateral contacts, i.e. family members, friends, associates, emergency contact numbers, and pastors/counselors as well as any information that may prove helpful in the service of a probation warrant down the road such as tattoos, scars, etc..

3. Monitor offenders for compliance with terms and conditions of probation as required by the Court, notifying the Court of any non-compliance. The Court will decide when and if revocation of probation is necessary.

It is the job of PPS to monitor and ensure the compliance of the Court's sentence of probation and each condition of probation therein. When a probationer seriously violates his/her sentence or absconds from supervision, PPS staff prepares and presents a warrant packet to the Court for signature. Included are the notarized warrant with digital photo, affidavit of delinquency, warrant information sheet (which includes the probationer's personal history, employment information, friends and relatives, and last known whereabouts), and any evidentiary documentation regarding the alleged probation violations. PPS manages all data forms for the Court and will complete any state required information for each form as it corresponds with our probation warrants. These forms are completed in detail within 24 hours of receipt and immediately hand delivered to the appropriate agency. PPS maintains all warrant cases on active status periodically making attempts to locate the probationers through our community network and file information, as well as our computerized OTS. Additionally, PPS is on line with many local Sheriff's and Police Departments and shall provide its officers daily with the inmate list from detention facilities to insure that those probationers arrested on probation warrants have their revocation hearings scheduled and completed promptly.

Upon the violation of any condition of probation PPS will, within immediately submit to the Court a Delinquent Report Sworn Affidavit (D.R.). This document details in narrative form, the behavior of the probationer while under supervision, the circumstances of the violation(s) as well all actions taken by PPS staff in an effort to achieve offender compliance. Finally the D.R. includes recommendations as to any court action deemed appropriate by the supervising officer that may include issuance of a warrant, or modification / revocation of the original sentence. D.R.s are signed by the probation officer and the office manager and are always accompanied by supporting documentation. PPS staff will prepare all documents, such as warrants when appropriate, serve defendants with appropriate documents within required notice periods, while filing all original documents with the Court.

PPS court services also include the preparation of and appearance at all probation revocation/ modification hearings. PPS officers will prepare and petition the Court for said hearings upon a defendant's violation of the conditions of probation, detailing the violations, presenting

evidence and documentation related to the probationer's performance on probation, and making recommendations as to any possible action to be taken by the Court. PPS will coordinate revocation/modification hearing scheduling with Court staff. Following a revocation or modification by the Court, PPS shall file the original order of revocation or modification with the Court clerk, and will then amend the PPS files, including the OTS file, so that the Court can immediately view the amended sentence and its conditions online. PPS shall then enforce the newly established conditions.

PPS shall transmit its standard letter of termination to the Court upon successful completion of all conditions including financial. PPS tolls all probation warrants pursuant to Florida law, stopping the running of the probated time, or secures a court order for any otherwise unpaid fines. When we request an order suspending a fine balance we will include an explanation with the termination request. Reasons for such an order typically include death of the probationer, incarceration of the probationer on a new charge, or obviously revocation of the balance of the probated sentence.

4. If requested by the Court to do so, collect from probationers Court ordered fines, restitutions and other cost associated with the Court, and disburse said monies as follows:

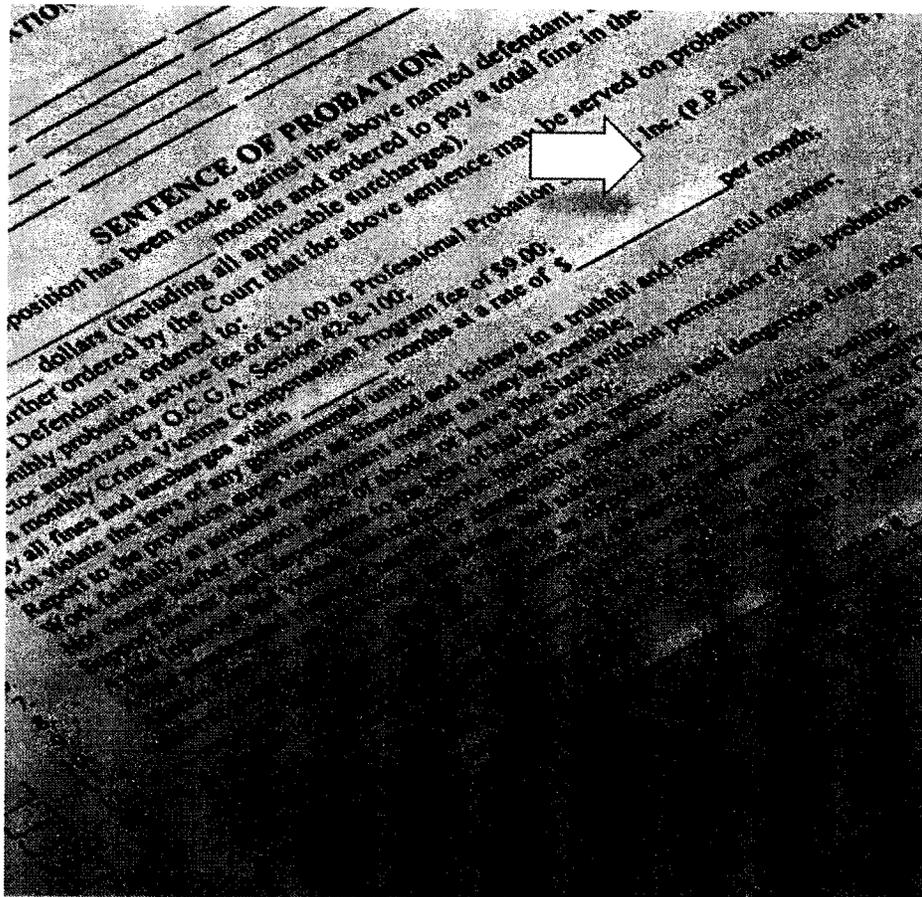
**Paying the Court and Victims First**

Just as important as the ability to collect and account for money is how a probation vendor applies the money it collects. PPS exclusively offers our "Victim, Court, Probation" Allocation Policy or "VCP", which requires us to PAY THE COURT FIRST- BEFORE WE TAKE OUR MONTHLY PROBATION FEE! Each month PPS will collect the court-established minimum monthly payments on *Restitution, FIRST (if ordered), then we will apply money to the court's Fine SECOND until the monthly payment established by the court is paid in full*, and only then will we apply the first dollar to our monthly probation fee. Simply put we pay the Victim, the Court, and *then* PPS.

**EXAMPLE:**

<b>Court-Ordered Minimum:</b>	<b>FINE = \$100</b>
<b>Defendant pays only \$50.00</b>	<b>PROBATION FEE = \$40.00</b>

<b>PPS Applies:</b>	<b>FINE: \$50.00</b>
	<b>FEE: \$0.00</b>

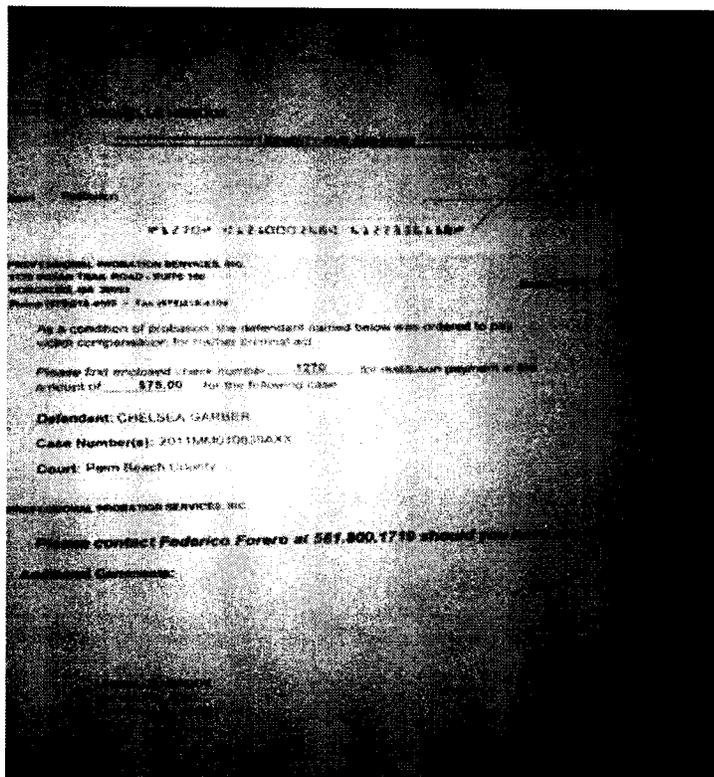


Additionally, OTS provides each offender with an itemized receipt at the time of remittance, detailing all debts, money application, and outstanding balances, so not only does the Court know exactly how we are applying collected monies, but PPS offenders do as well. PPS maintains separate accounts for fines and restitution and probation fees.

PROFESSIONAL PROBATION			12/02/2011		
328 WEST JEFFERSON ST			10:36:06 AM		
BROOKSVILLE, FL 34601 (352) 796-8181			#40999026341		
RECEIVED FROM: JOHNSON, ANNE MARIE			PPSI#:40401023162		
OFFICER .....: STORY, R.					
COURT 40 - Hernando County FL					
TENDERED .....: M/O		\$100.00	REFERENCE: WU13434345590		
DOCKET#	TYPE	RECEIPIENT	DUE	APPLIED	BALANCE
11003924MMMA	CSW	P. P. S.	\$10.00	\$0.00	\$10.00
11003924MMMA	FEE	P. P. S.	\$40.00	\$0.00	\$40.00
11003924MMMA	FINE	HERNANDO COUNTY	\$513.00	\$100.00	\$413.00
11003924MMMA	SHOP	P. P. S.	\$70.00	\$0.00	\$70.00
ACCOUNT BALANCES ARE SUBJECT TO VERIFICATION					
NEXT APPOINTMENT DATE: _____ AT _____:					

- a. Shall disburse monies directly to the victim, or, the restitution may be paid to the Court Clerk for distribution to the victim, as directed by the court.

Restitution is collected directly from the probationer and accounted for at the point of collection, our office locations. Unless directed otherwise by the Court, PPS disburses restitution once monthly (by the 10<sup>th</sup> day of each month) directly to the victim of record. A sample restitution letter/check.....



- b. Collect all fines, surcharges, and other fees that will be disbursed to the City of Gautier as directed by the Court.

PPS collects fines and court costs for most of our contracted courts, and will gladly establish a separate account for an individual court’s fine monies. PPS accepts cash, money orders or certified funds for all probationer payments. Payments are only accepted at the lobby accounting window, and not by probation officers in individual office rooms. Upon a probationer’s “signing in” the accounting clerk accesses the probationer’s electronic file. The screen then itemizes each of the probationer’s court-ordered debts including the amounts ordered, previously remitted and the balance of each type of debt, i.e.: fines, costs restitution, surcharges, and probation fees. The accounting clerk then applies monies towards the debts prioritizing funds according to our VCP collection policy. The payment is logged automatically within the data tables of PPSI OTS computer system, and a receipt is generated electronically. The receipts are generated in triplicate; one for the probationer, one for the nightly closeout verification, and the third is wrapped around the actual payment, clipped, and dropped in to the drop safe. Each receipt is numbered and logged by OTS under the

probationer's internal file number or PPSI number within in the system. The receipts also detail the application of the payment so that every time a probationer makes a payment he/she leaves the office knowing exactly how the money was applied, and that PPS is not collecting fees in advance (as our policy states), and how he/she is progressing towards paying off their case. Worth mentioning is that the Court shall be provided 24/7 access to all offender data, including up to the minute financial and receipt information on all *Gautier* offenders.

At the close of business each day, the office manager (OM) accesses the safe and prepares the monies for deposit. First, the OM generates from OTS an "On Hand Type Summary Report" which totals all receipts taken for each type of money. The OM then verifies that the actual payments match the report. Deposits slips are then created and the deposit is placed in a secured deposit bag and prepared for armored pickup. The bag number is imprinted, along with the monies to be deposited on a "Daily Deposit Worksheet". Copies of all three items, On Hand Type Summary, Daily Deposit Worksheet, and Deposit Slips, are faxed to the Court and our corporate office for verification. Corporate accounting staff members verify the deposits the following day via on-line access with the bank. Adherence to the above stated procedures is strictly confirmed by Office Audits conducted by the Vice President of Standards Enforcement, as well as our annual independent financial audit.

PPS electronically transmits offender receipt data into many of our Court's accounting systems on a regular basis as directed by the Clerk's office. The PPS Offender Tracking Computer System (OTS) allows for great flexibility in our remittance of court monies. Routinely, we remit money collected for the prior month on the second business day of the subsequent month, so fines collected in January would be delivered on the second business day of February. However, PPS can deposit money daily into a designated account owned by the Court, or remit monies in the form of a daily, weekly or monthly check, or wire via ACH Transfer, on a daily basis all court monies into the court-owned account from a PPS owned depository account. In each case, a report shall be generated detailing the financial activity of the given period. PPS is able to break out various surcharges owed to the various state agencies that receive such funds.

5. Prepare referrals and lend assistance to probationers either ordered to receive or desiring employment assistance or counseling.

### **The Right Community Referrals**

PPS Officers supervising offenders with dependency, life skill, employment, transportation or other issues are knowledgeable in a vast number of counseling, rehabilitation, job assistance, faith based, clothing, language assistance, GED, hospitalization (etc) programs within the community. PPS will arrange for the most appropriate and cost effective resource for each individual offender. We will also assist in identifying possible third party funding sources for any necessary counseling or treatment that may result as of the court's order.

## **Attacking Offender Unemployment**

PPS attacks offender unemployment in two ways: (1) We offer in our locations a computer terminal that will allow offenders to access local job search internet sites; (2) All PPS officers are trained to search for appropriate job openings, and will directly refer probationers to employers seeking workers that match each probationers individual skills and work history. PPS Probation Officers educate offenders on interview techniques, and those employers hiring on a regular basis. Mock interviews are conducted, resumes are drafted and completed and job placement is finalized.

6. Coordinate community service work as required as a condition of probation by the Court. The City/Court will define the work mission for all community services. Will assist in location non-profit and public agencies in which community service may be performed.

Administration of a community service program will be provided, and PPS will gain court-approval of all agencies that wish to receive Gautier offenders. PPS shall prioritize referring probationers to the County's Public Works or similar department. However, PPS also is familiar with hundreds of non-profit and designated local government agencies where offenders may also complete community service. Monitoring of compliance with required community service work and reports of delinquencies will be provided to the Court. Monthly statistical reports of completed community service work hours will be provided to the Court. All community service agencies are subject to approval by the Court. Important to the compliance rate of our community service workers- probated or non-probated, is the fact that we have on going and mutually beneficial relationships with many community service agencies that allow PPS offenders to work on weekends and during evening hours. PPS handles all necessary paperwork to initiate placement and monitor compliance and in many cases has established electronic communication with our community service agencies. PPS requires the completion of eight hours per week unless otherwise ordered by the Court. All community service timesheets are scanned into the offenders OTS file and can be viewed online by the Court.

PPS will prepare all necessary sentence modification documents to affect the conversion of fines to community service if approved by the court, and the PPS OTS system will automatically calculate the reduction of fine dollars as work is completed.

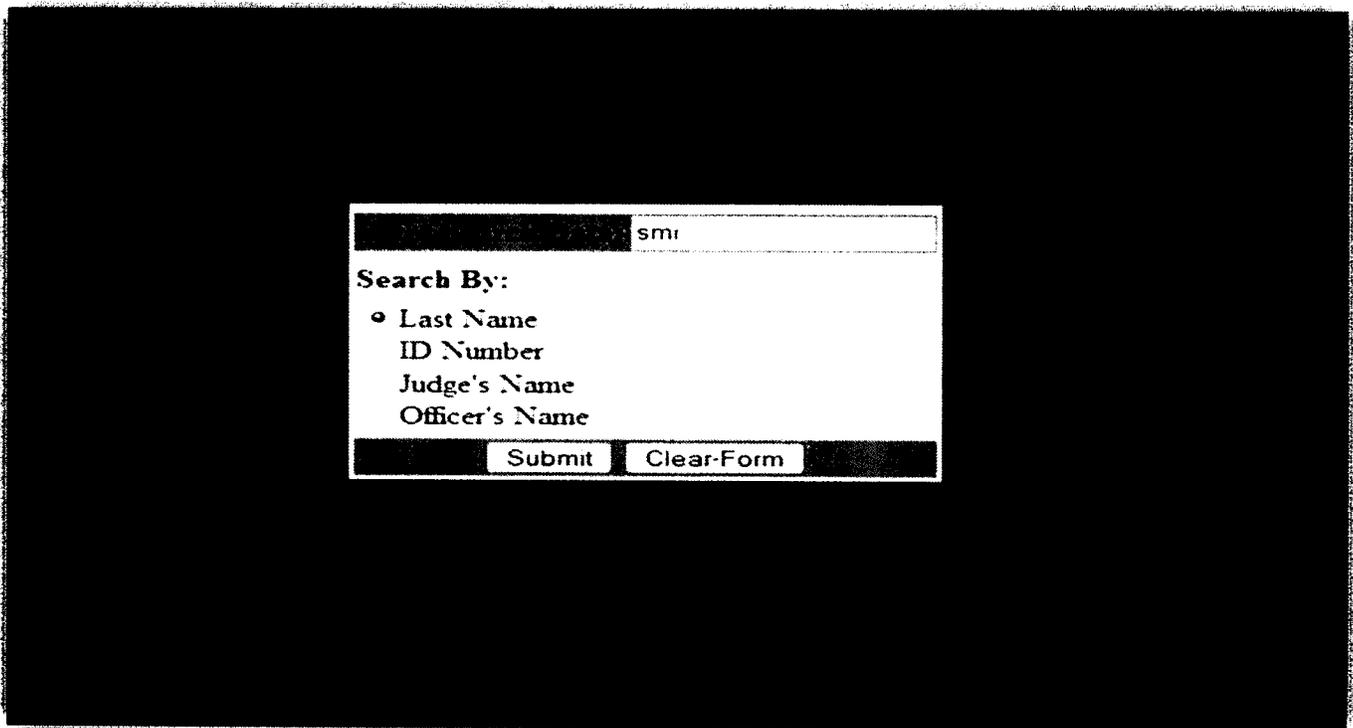
PPS requires all participants in community service to sign documents indemnifying the court and city, and PPS also offers to its probationers a low cost medical liability coverage should they wish to participate.

7. Maintain case files on each probationer regarding compliance with the terms and conditions of probation, reporting dates, field contacts as they occur and in the amounts and dates of monies collected.

As previously noted, PPS staff document in each offender's OTS electronic file, a summary of all contacts with the probationer or otherwise, noting the date, and nature of the contact. All payments are logged in the offender financial records, and both the filed notes and financial records may be viewed on line by the Court at any time.

PPS will, if necessary and at no cost to the Court, supply each applicable member of the Court staff (i.e. Judges, Administrators, etc.) with a computer (laptop, tablet or desktop) containing a multi-user copy of the PPS OTS software. This program is internet based, and is networked directly to the PPS multi-user data base, allowing Court staff to access any probationer's files viewing financial and special condition compliance records, field notes, community service progress, appointment schedules and missed appointments, a digital photograph of each offender, drug screen results, at any time 24-hours per day, thus making the Court a mirror site of the PPS probation offices. The software even allows remote user to generate and view reports combining any of the data fields. ***This program assigns security rights (passwords) at the menu level to individual or groups of users, including court staff, ensuring that offender data- financial and otherwise- is only available to the Court or other authorized County officials.*** This software allows PPS offenders to report, make a payment, update special conditions, etc., at any PPS location nationwide.

What court officials can log on and see.....



# Probationer Information Search

Last Name : SMITH

Office:

Return to Search

PPSI	NAMI	COURT	DOB	STATUS
4242CV05U007636	SMITH, AS	Traffic Court	1986-02-20	CLOSED
4242CV00U001388	SMITH, DI	Traffic Court	1979-08-09	CLOSED
44421010409	SMITH, BR	Traffic Court	1957-08-29	ACTIVE
4242CV03U005262	SMITH, BR	Traffic Court	1980-11-26	CLOSED
4242CV02U003432	SMITH, BR	Traffic Court	1973-11-27	CLOSED
4242CV05U007797	SMITH, BR	Traffic Court	1986-06-12	CLOSED
57421011901	SMITH, CA	Traffic Court	1988-03-16	WARRANT
4242CV00U002087	SMITH, CA	Traffic Court	1982-02-23	CLOSED
42421010132	SMITH, CH	Traffic Court	1986-07-28	CLOSED
42421012154	SMITH, CH	Traffic Court	1988-02-29	CLOSED
43421010531	SMITH, CH	Traffic Court	1988-02-29	CLOSED

- 4242101
- 4242CV00U
- 4242CV00U
- 4442101
- 4242CV04U
- 4242101
- 4242CV05U
- 4242CV05U
- 4242CV01U
- 4242CV04U



OTS Support

PPSI: 4242101622  
 NAME: JAMES SMITH  
 ADDRESS: 122 EAST WEST ST  
 APT - 134 D  
 TOWNS AL 31999-0032  
 HOME PHONE: 777 342 1233  
 CELL PHONE: 778 344 3333



EMPLOYER: JR BUILDERS  
 ADDRESS: 1234 SOUTH AV  
 TOWNS AL 319999  
 WORK PHONE: 778 344 3333

DOB: 1982-07-01  
 SEX: MALE  
 HEIGHT: 6-2  
 WEIGHT: 205  
 HAIR: BLONDE  
 EYES: BLUE

NAME #1: NANCY SMITH  
 ADDRESS: 122 EAST WEST ST  
 APT - 134 D  
 TOWNS AL 31999-0032  
 PHONE: 777 342 1233  
 RELATIONSHIP: WIFE

NAME #2: JANE ROGERS  
 ADDRESS: 1500 PIKE AV  
 TOWNS AL 31999  
 PHONE: 888-333-1111  
 RELATIONSHIP: MOTHER

Next Report Date: 03-25-2008  
 Time: 10:35 pm

Community Service: Hours:0.00 Hrs Completed:0.00 Hrs Remain:0.00  
 MH Assessment: Completed on:  
 A&D Assessment: Completed on:  
 AA Meetings: Completed on:  
 Alcohol Awareness: Completed on: 0000-00-00  
 Domestic Violence Program: Completed on: 0000-00-00  
 Victim Impact Panel: Completed on:  
 Tag Forfeiture: Complied on: 0000-00-00  
 Ignition Interlock: bsp: Complied on: 0000-00-00  
 Number of Days in CS W.A.P:  
 Values Clarification: Completed on: 0000-00-00  
 Contact Restriction: With:  
 Complete DUI/Risk Reduction: Completed on: 0000-00-00  
 After Completion of all Conditions:

ID	Officer	Judge	Offenses	Sentenced	Start Date	End Date	Type	Ordered	Paid	Balance
T7-2128	ODONNELL, M.	RUSSELL	NDI	2007-02-28	2007-03-01	2008-02-27	FINE	1445.00	0.00	1445.00

Date	Narrative
2007-03-21	CONDITIONS: \$1445 FINE \$800 SUSPENDED IF NO VIOLATIONS W/IN 1 YEAR; COURT REV 11/29/07 @ 3:00. JF
2007-03-27	DEF INCARCERATED IN CCSO FOR 24 DAYS. DEF SHOULD BE RELEASED APRIL 16 TO REPORT TO PPSI. JF
2007-06-29	SEE NOTES ON OTHER CASE. MO
2007-07-30	EXP 2/27/08. SEE NOTES ON OTHER CASE. MO
2007-09-11	WARRANT ISSUED FOR ABSCONDING. WAS INFORMED BY DEF'S GIRLFRIEND THAT HE LEFT ONE DAY BACK TO MISSISSIPPI. DEF MISSED SENTENCING IN FIRST DISTRICT COURT AND HAS BENCH WARRANT WITH THEM AS WELL. MO

Date	Narrative
2006-07-07	OC ON 7/5/06 AT 9:30. CLIENT MET WITH LIZ. HAS NOT SIGNED UP FOR MENTAL HEALTH EVAL. FAMILY MEMBERS HAVE FELONIES. NEED APPROVAL, 0 CHANGES OR ARRESTS SINCE COURT. SHE READ, UNDERSTOOD, AND SIGNED THE PROBATION AGREEMENT AS WELL AS COMMUNITY SERVICE PAPERS. NOC 8/9/06 AT 9:30.
2006-09-27	OC- DEF PAID 30 TO FEE AND 10 TO FINE. FB=570. EXPRESSED CONCERN OVER CS HOURS. BABYSITS GRANDKID FOR 13 HOURS A DAYS 5-6 DAYS A WEEK. NOC 10/18/06 @ 5:30. MO
2006-10-18	OC- DEF PAID 30 TO FEE. HAS THINGS WORKED OUT FOR CS. NO CHANGES OR ARRESTS. NOC 11/29/06 @ 5:30. MO
2006-11-29	OC- DEF PAID 30 TO FEE. HAS COMPLETED SEVERAL OF THE CS HOURS. NOC 12/20/06 @ 5:30. MO
2006-12-20	OC- DEF PAID 30 TO FEE. FB=570. ALMOST FINISHED WITH CS. NO CHANGES OR ARRESTS. NOC 1/24/07 @ 5:30. MO
2007-02-21	OC- DEF PAID 30 TO FEE AND 30 TO FINE. FB=540. WILL START TX NEXT MONTH. NO CHANGES OR ARRESTS. HAD COMPLETED CS LAST MONTH. NOC 2/28/07 @ 5:30. MO
2007-03-28	OC- DEF PAID 30 TO FEE AND 30 TO FINE. FB=510. NEED TO CALL KAREN AT BRMH FOR DOC. WILL BE STARTING SCHOOL AGAIN. NOC 4/23/07 @ 5:30. MO
2007-04-25	OC- DEF PAID 30 TO FEE AND 70 TO FINE. ADDRESS: 121 E 2ND SOUTH FRANKLIN. PHONE: 208-546-2426. EMPLOYMENT: GRAVE AT WEST POINT DAIRY. FB=445. IS STILL WORKING WITH BRAD. NOC 5/30/07 @ 5:30. MO
2007-05-30	OC- DEF PAID 30 TO FEE AND 10 TO FINE. ADDRESS: 121 E 2ND SOUTH FRANKLIN. PHONE: 208-546-2426. EMPLOYMENT: UNEMPLOYED. FB=430. DEF SIGNED MOD FOR EXTENSION. NOC 6/27/07 @ 5:30. MO
2007-06-27	DEF PD \$60 30/30 FB=400/DEF REPORTS 0 CHANGES/0 ARRESTS/DEF COMPLETED CS HRS-SEE FILE/DEF COMPLETED MH EVAL BUT NOTHING HAS BEEN RECEIVED FROM BR-NEED TO CONTACT THEM NOC 07/26/07 @ 5:30. JF
2007-07-27	DEF PD \$60 30/30 FB=370/DEF REPORTS 0 CHANGES/0 ARRESTS/STILL NOTHING RECEIVED FROM BRMH FOR HER EVAL-TO LD TO CONTACT THEM TO GET IT NOC 08/29/07 @ 5:30. JF
2007-08-03	MOD TO EXT PROBATION GRANTED. CASE EXP 06/17/08. JF
2007-08-29	DEF PD \$60 30/30 FB=340/DEF REPORTS 0 CHANGES/0 ARRESTS/DEF PROVIDED SECONDARY PHONE TO REACH HER AT:435-757-7284 DAUGHTER CELL PHONE. DONNA STILL NEED MH EVAL/NOC 09/26/07 @ 5:30. JF
2007-09-26	OV-DEF PD/DEF REPORTS 0 CHANGES, 0 ARRESTS. STILL HAVE NOT RECEIVED MH EVAL RESULTS NOC 10/24/07 @ 5:30. JF
2007-10-24	OV-DEF PD \$65 35/30 FB=250/DEF REPORTS 0 CHANGES/0 ARRESTS. DEF HAS ONLY FB LEFT TO PAY/NOC 11/21/07 @ 5:30. JF
2007-11-21	OV-DEF PD \$60 25/35 FB=225/ADDRESS: 121 E 2ND SOUTH FRANKLIN. PHONE: 267/DEF STILL NEEDS TO PROVIDE MH EVAL FROM BRMH/NOC 12/26/07 @ 5:30. JF
2007-12-27	OV-DEF PD \$60 30/30 FB=195/ADDRESS: 121 E 2ND SOUTH FRANKLIN ID. PHONE: 426/DEF STILL NEEDS TO PROVIDE MH EVAL FROM BRMH AND PAY FINE/CASE EXP 06/17/08/NOC 01/30/08 @ 5:00. JF
2008-01-30	OV-DEF PD \$65 35/30 FB=165/ADDRESS: 121 E 2ND SOUTH FRANKLIN ID. PHONE: 426/DEF STILL NEEDS TO PROVIDE MH EVAL FROM BRMH AND PAY FINE/CASE EXP 06/17/08/NOC 02/27/08-DEF ALWAYS HAS APT ON LAST WED OF EACH MONTH AND HAS NEVER MISSED. JF
2008-02-27	OV-DEF PD \$65 30/35 FB=125/DEF VERIFIED CONTACT INFO/DEF MAY BE GETTING JOB AT ANNIVERSARY INN/DEF HAS FB LEFT TO OPAY/NOC 03/26/08. JF
2008-03-27	OV-DEF PD \$70 35/35 FB=85/DEF VERIFIED CONTACT INFO/DEF REPORTS 0 ARRESTS. NEED TO CONTACT BRMH FOR EVAL/NOC 04/23/08 @ 5:00. JF

8. Provide reports to the Court regarding compliance and payments information as requested.

PPS staff shall be at the disposal of the judges, court staff, and the solicitor's office. Your independent local probation staff will be provided to the court and to the county on a 24-hour basis. The entire PPS service portfolio is the result of our ever evolving communication with our contracted courts. From our software capabilities, to our training curriculums and levels/standards of supervision, our services are constantly improved by seeking input from our judges and their staff on how we can do better. Our local management team will meet the judges and clerks on a regular basis, but at least monthly- in person and at the court's convenience. We will also ask from all court staff- participation in our annual performance survey- which helps in our overall quest for excellence.

PPS shall provide the Court with a probationer activity report on at least a monthly basis that will detail all probationer activity. The data will be formatted as required by the Chief Judge and Court Clerk, including all of the above-required fields as well as: Name, Case #, Docket #, Offense, Sentence Date, Expiration Date, SSN, Ordered Amount of Fine, Restitution, Surcharges, Probation Fees, Payments – and receipt numbers, Balances, Community Service Hours Ordered and Completed, Drug Screen Results, Warrant Status and the court can even view and print field notes. Simply put, PPS can customize reports to contain as much or as little information as required, and submit said reports at whatever frequency is required. Some sample reports follow:



Professional Probation Services, Inc.

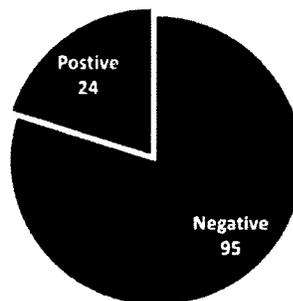
2012 Caseload Activity

Cases Sentenced in 2012	809
Active Cases as of Dec. 31st	919
Successfully Completed in 2012	111
Revoked or Terminated by Order	15



Professional Probation Services, Inc.

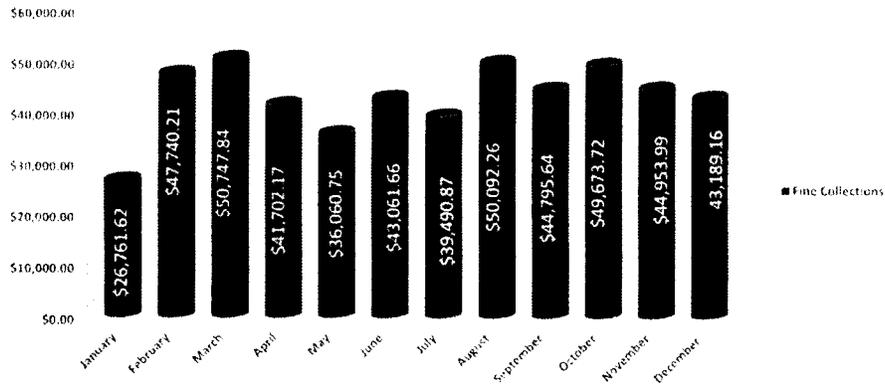
Drug Screens Administered in 2012 = 119





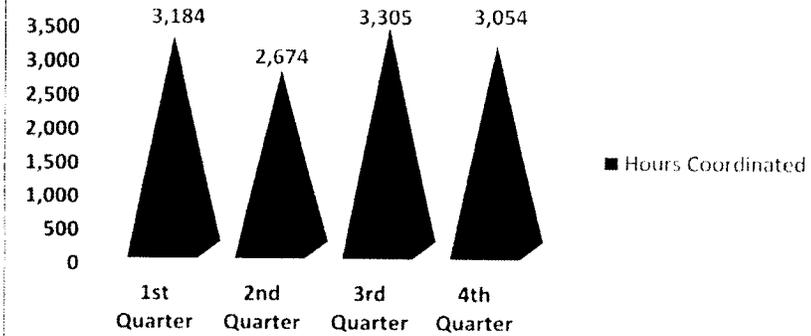
## Professional Probation Services, Inc.

2012 Fine Collections = \$518,269.89



## Professional Probation Services, Inc.

Community Service Hours Coordinated



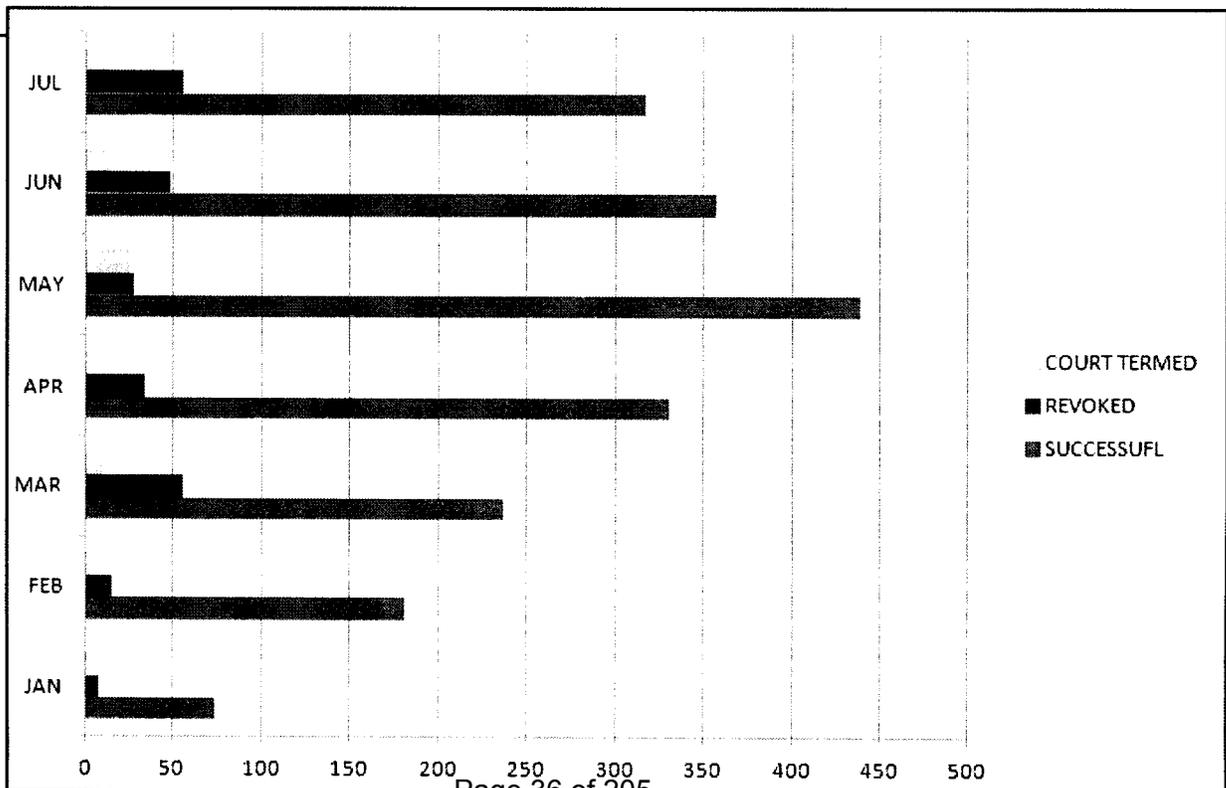


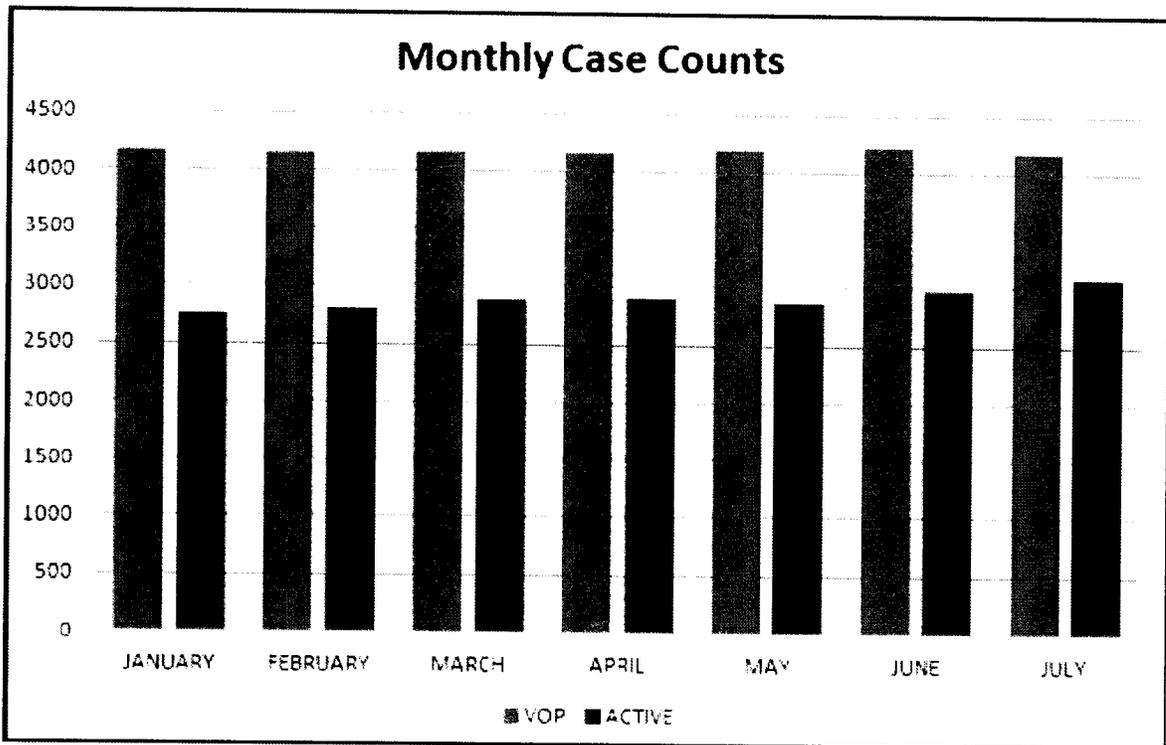
### New Case Listing: 08/01/2013 - 08/31/2013

ID	Cnt	Name	Sentenced	Offenses	Ordered
2012CT003492AXXXMB	2	VILONNA, RALPH	08-23-2013	RECKLESS DRIVING	543.50
2012CT032323AXXXMB	1	VOLTAIRE, ROBERSON	08-16-2013	DUI (ENHANCED)	1,476.00
2012CT032003AXXXSB	01	WAGNER, PETER	08-20-2013	DRIVING UNDER THE INFLUENCE CA	1,476.00
2013CT014962AXXX	1	WALLER, BRYAN	08-05-2013	DUI	1,576.00
2013CT017815AXXXMB	02	WANTSHOUSE, GRANT	08-22-2013	RECKLESS DRIVING	543.50
2012CT026760AXXXSB	1	WEDGLE, BRUCE	08-19-2013	DUI CAUSING OR CONTRIB INJURY	1,476.00
2013CT013271AXXXSB	1	WEISSMAN, ANDREW	08-12-2013	DUI	1,476.00
2013CT016425AXXX	2	WEST, MATTHEW	08-29-2013	RECKLESS DRIVING	543.50
2013MM009749AXXXSB	01	WHITE, ERICA	08-12-2013	RETAIL THEFT	353.00
2013CT016435AXXXSB	02	WIEDER, DYLAN	08-12-2013	RECKLESS DRIVING	543.50
2013CT012803AXXXNB	1	WIEN, ROBERT	08-26-2013	DUI-ENHANCED	1,476.00
2013MM011368AXXX	1	WILLIAMS, HEIDI	08-27-2013	PETTY THEFT	353.00
2013CT000017AXXXSB	1	WILLIAMS, HOPE	08-14-2013	DUI-CAUSING INJURY TO	1,576.00
2013CT012736AXXXSB	01	WISNOSKI, JOHN	08-14-2013	DRIVING UNDER THE INFLUENCE	2,526.00
2013MM009446AXXXMB	1	WRIGHT, DANIELLE	08-02-2013	LARC RETAIL THEFT 30 MORE DOLS	353.00
2013CT006231AXXXSB	1	WRIGHT, ROSCOE	08-09-2013	DUI	951.00
2013CT013265AXXXMB	1	YIN, DELORIES	08-21-2013	DUI	951.00
2013CT013751AXXXNB	01	ZEISEL, ANITA	08-21-2013	DUI-CAUSING OR CONTRIBUTING TO	0.00
2013CT013751AXXXNB	01	ZEISEL, ANITA	08-21-2013	DUI-CAUSING OR CONTRIBUTING TO	951.00

Number of New Cases: 270

Total Ordered: 289,812.70





**Warrants issued for 08-2013**

Name	DOB	Issue Dt	Balance
ANTOINE, JERRY	09-12-1992	08-28-2013	210.00
BLACKBURN, HENRY JR	03-18-1988	08-21-2013	2,157.00
BROWN, RAHEEN	08-27-1979	08-28-2013	385.50
CARR, DONOVAN	11-26-1991	08-15-2013	1,330.00
CHATMAN, DERIEN	03-19-1988	08-14-2013	2,143.00
FERGUSON, RONALD	08-13-1970	08-14-2013	1,747.50
FLOYD, QUAJANTIZ	10-25-1986	08-14-2013	1,706.00
GOLDWIRE, TAMIKA	07-31-1976	08-07-2013	462.00
HALL, BUNITA MARIE	09-02-1970	08-28-2013	383.50
HARGROVE, JOY	08-29-1956	08-14-2013	294.00
HILL, BRYAN	10-22-1990	08-28-2013	513.50
HOLMES, BRANDON L	01-01-1986	08-07-2013	119.50
LARD, ANTHONY CARVELL	01-06-1990	08-14-2013	785.00
NELSON, DAVEN	01-28-1996	08-28-2013	358.50
PEESE, AMONIE	10-14-1992	08-28-2013	1,112.50
SPILLERS, CIARRA	07-12-1988	08-14-2013	334.00
STEWART, MAURICE	09-11-1983	08-14-2013	2,098.00
THOMAS, KIRSTINE	02-15-1991	08-14-2013	891.50
WALTON, JULIE	02-10-1972	08-28-2013	345.00
WARREN, GINA L	06-21-1973	08-07-2013	522.00
WILSON, KENNETH C	10-17-1954	08-07-2013	487.50
YOUNG, RODNEY L	02-19-1975	08-21-2013	1,889.50

Number of Warrants: 22      Balance: 21,275.00

**WARRANT FEES ADDED: 08/01/2013 - 08/31/2013**

NAME	ID	DATE	AMOUNT
ALFORD, HAROLD SHAWN	TE00021019	2013-08-01	200.00
ANDERSON, SHELTON N.	TE0001378	2013-08-26	200.00
BARKER, TREVAUN	TE00023858	2013-08-01	200.00
BLANKENSHIP, TRACEY	ME0002361	2013-08-19	200.00
BROWN, JASON LIONELL	M00342393	2013-08-06	200.00
BROWN, SYLVIA AN	328877	2013-08-01	200.00
FLORES, GISEL	TE00023261	2013-08-28	200.00
GAINES, PHILLIP MICHAEL	TE0002305	2013-08-05	200.00
GASTON, KEYUNTA DEANGELO	TE0006961	2013-08-13	200.00
GRAHAM, RHONDA ROCHELL	TE0001612	2013-08-06	200.00
GREASHAM, DEXTER K.	TE00022047	2013-08-05	200.00
HAMBRICK, PAUL A.	ME0001938	2013-08-29	200.00
HOMS, JESSICA	TE00013333	2013-08-20	200.00
HOSCH, KEENAN JAMAL	M00324769	2013-08-06	200.00
JACKSON, AARON O.	TE00019876	2013-08-06	200.00
JAMES, JULIAN MARC	TE0001743	2013-08-06	200.00
LITTLE, JARRED DELANO	TE00013403	2013-08-29	200.00
MCKINNEY, JIMMY	211279	2013-08-28	200.00
MORENO, GABRIEL ALEJANDRO	TE00019340	2013-08-06	200.00
RICE, ELLIOT	ME0011326	2013-08-07	200.00
RICHARDSON, PHILLIP JABRIL	T00297567	2013-08-01	200.00
ROBERTS, EVAN KADEEM	T00344392	2013-08-06	200.00
SMITH, XAVIER DEWAYNE	MGGC00871	2013-08-06	200.00
WARD, AARON LEE	MGGC0081	2013-08-28	200.00
TOTAL WARRANT FEES ADDED			4,800.00

**ADJUSTMENT REPORT: 07/01/2013 - 07/31/2013**

NAME: ABAS, RAYMOND MOHAMED	TYPE	DATE	ID	BALANCE	ADJUSTMENT
REASON: ORDER	FINE	2013-07-30	TE00015466	0.00	340.00
REASON: ORDER	FINE	2013-07-30	TE00015466W	0.00	200.00
TOTAL ADJUSTED:					540.00

NAME: BLACK, SUSAN PAIGE	TYPE	DATE	ID	BALANCE	ADJUSTMENT
REASON: ORDER	FINE	2013-07-30	TE00014153	0.00	652.00
REASON: ORDER	FINE	2013-07-30	TE00014153W	0.00	200.00
TOTAL ADJUSTED:					852.00

NAME: BRAKHAGE, CHRISTOPHER KURT	TYPE	DATE	ID	BALANCE	ADJUSTMENT
REASON: ORDER	FINE	2013-07-30	T00344051	0.00	1,003.00
REASON: ORDER	FINE	2013-07-30	T00344051W	0.00	200.00
REASON: ORDER	FINE	2013-07-30	T00344052	0.00	148.00
TOTAL ADJUSTED:					1,351.00

TERMINATED CASES REPORT: 08/01/2013 - 08/31/2013

NAME	ID	SENTENCED	TERMINATION		AMOUNTS		
			DATE	DESC	ORDERED	PAID	BALANCE
STOFA, JOHN DAVID	2012MM000833AXX	2012-09-10	2013-08-26	SUCCESSFUL	626.05	626.05	0.00
STRIBLING, WHITLIE TYCHELLE	2012MM005320AXXXMI	2012-11-05	2013-08-08	REVOKED	353.00	0.00	0.00
STUART, ROLAND MARK	2012MM006305AXX	2012-08-31	2013-08-30	REVOKED	525.05	200.00	0.00
THOMPSON, AUDLEY S.	2012CT009002AXXXSB	2012-11-06	2013-08-12	SUCCESSFUL	1,476.00	1,476.00	0.00
THOMPSON, JAMENIQUE JEA	2013MM002351AXXXMB	2013-02-20	2013-08-07	COURT TERMED PFI REJECTED	0.00	0.00	0.00
TOROSIAN, CHRISTOPHER S	2012MM001335AXX	2012-04-13	2013-08-23	COURT TERMED	353.00	0.00	0.00
TOVIN, STEPHEN	2012CT011005AXX	2012-08-06	2013-08-02	SUCCESSFUL DEC IN JUDGEMENT	1,051.00	0.00	0.00
VALDOAVILA, RAMON IRAN	2009CT022245AXX	2009-10-26	2013-08-21	REVOKED	1,576.00	0.00	0.00
VICTORIA, LORENZO	2012CT018608AXXXMB	2013-02-01	2013-08-01	SUCCESSFUL	543.50	543.50	0.00
VITOUS, LARRY JOSEPH	2013CT001534AXXXNB	2013-02-27	2013-08-22	SUCCESSFUL	951.00	951.00	0.00
WAKELILD, TYLLER S	2012CT002997AXX	2012-07-24	2013-08-21	REVOKED	1,051.00	0.00	0.00
WALLACE, MARK	2012MM0077491AXX	2012-08-16	2013-08-13	COURT TERMED PFI REJECTED	50.00	50.00	0.00
WILLIAMS, DAPHNE KAY	2012CT002312AXX	2012-07-27	2013-08-07	REVOKED	2,526.00	435.00	0.00
WILLIAMS, MICHAEL Ford	2012CT008716AXX	2012-08-24	2013-08-22	SUCCESSFUL	1,476.00	1,476.00	0.00
WILLIS, ALBERT LLL	2012MM019247AXXXNB	2013-02-06	2013-08-02	SUCCESSFUL	353.00	353.00	0.00
WISE, MARK GREGORY	2012MM019090AXXXSB	2013-02-01	2013-08-21	REVOKED	253.00	0.00	0.00
WOLF, APRIL R.	2012CT011956AXX	2012-08-06	2013-08-06	SUCCESSFUL	1,576.00	501.00	0.00
WRIGHT, MELODY L.	2012MM020155AXXXMI	2013-03-27	2013-08-01	SUCCESSFUL	0.00	0.00	0.00
WRIGHT, MELODY L.	2012MM020155AXXXMB	2013-03-27	2013-08-01	SUCCESSFUL	0.00	0.00	0.00
WRIGHT, MELODY L.	2012MM020155AXXXMI	2013-03-27	2013-08-01	SUCCESSFUL	0.00	0.00	0.00
WRIGHT, MELODY L.	2012MM020155AXXXMB	2013-03-27	2013-08-01	SUCCESSFUL	0.00	0.00	0.00
TERMINATED CASES	241 SUCCESSFUL	147 UNSUCCESSFUL	94				

## Balance Summary - Court # 175

August 31, 2013

Balance at end of previous month	\$1,212,393.86
New cases added this month	\$73,456.00
Payments received this month	\$70,086.11
Warrant costs added this month	\$5,400.00
Fines credited this month	\$9,117.00
Balance at end of month	\$1,212,046.75



TYPE OF SUPERVISION	MAXIMUM CASELOAD
Pay Only Supervision	250
Basic Probation	250
County Ordinance Compliance Supervision	250
Intensive Probation	50
Voice Verification Supervision	100
Pre-Trial Diversion	250

10. Shall maintain professional liability insurance in an amount not less than one million (\$1,000,000) dollars.

PPS maintains \$2,000,000.00 in professional liability (E/O) and name the City of Gautier as an additional insured. We will furnish the City with an ACCORD certificate of coverage upon execution of a contract.

11. Each probationer placed on probation will be required to meet with their assigned probation officer at least every 30 days. Probationers that do not comply with the probation guidelines and the Court's order may be required to meet with their probation officer more than once a month. Certain probationers may be relieved of the obligation of an in-person appointment should unique circumstances require it.

PPS certainly sees all offenders once monthly, and will happily attend all court sessions at which any PPS offender is to appear. Additionally, PPS offers the following specific supervision programs to the Court. Any supervision program may be adjusted by the Court to better achieve the goals of the Court for each individual offender.

Program	Office Contacts	Collateral Contact	Field Contact
<b>Pay Only Supervision</b>	<b>Once Monthly Office Contact or Mail-In until Paid in Full</b>	<b>As Needed</b>	<b>N/A</b>
<b>Basic Probation</b>	<b>Once Monthly, More Often as needed to achieve compliance</b>	<b>As Needed</b>	<b>N/A</b>
<b>City Ordinance Compliance Supervision</b>	<b>Once Monthly</b>	<b>As Needed</b>	<b>As Needed to Confirm Compliance</b>
<b>Intensive Probation</b>	<b>Four Monthly</b>	<b>Twice Monthly</b>	<b>Twice Monthly (minimum)</b>
<b>Voice Verification Supervision</b>	<b>Once Monthly</b>	<b>Voice reporting 10-30 times monthly</b>	<b>N/A</b>

Pre-Trial Diversion	Once Monthly	As Needed	As Ordered
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12. All probation officers will be at least 21 years of age at the time of appointment.

PPS shall comply with this requirement.

13. Employ at least one supervisor of private probation officers with a minimum of five years' experience in corrections, parole or probation services.

**The PPS Gautier Management Team**

**Tom York, Regional Vice President**  
**Florida, Alabama and Mississippi Field Operations**



Education: B.S. Criminology, Auburn University  
 J.D. Faulkner University Law School

Experience: PPS Probation Officer (1995-1997)  
 PPS Office Manager (1997-1999)  
 PPS V.P. Alabama Field Ops (1999-2005)  
 PPS Regional Vice President (2005-2011)

**Adriana Alicea, Office Manager**  
**PPS Gautier**

Education: University of Puerto Rico Arecibo  
 Institute of Paralegal Education

Experience: Cordero and Cordero, Attorneys (1994-2008)  
 Court Interpreter, Jackson and Harris Counties, MS (2009-2011)  
 Senior Probation Officer, Judicial Corrections Services, MS (2011-2013)  
 Office Manager, Professional Probation Services, Pascagoula Officer (2013-Present)

14. No person convicted of a felony will be employed as a private probation officer, use the title private probation officer or otherwise be responsible for the supervision of probationers.

PPS is in compliance with this requirement.

15. Will keep a complete record checks on all staff in accordance with its standard operating procedures, to include criminal background and previous employment checks.

PPS is in compliance with this requirement and will maintain compliance for all Gautier employees.

16. Will supervise all probated cases sentences to so order by the Court. Will also supervise indigent cases when determined by the Court.

PPS shall supervise, at no cost, those offenders the court finds to be indigent, and all services are available, as ordered by the court, at no charge to the indigent offender. PPS does not seek compensation for indigent supervision, but rather makes efforts to assist the offender with employment or other issues. PPS places no limit on indigent orders from its contracted courts and currently, on average maintains indigent cases that represent approximately 8% of our overall caseload.

### **Basic Probation Supervision**

The Probationer receives a level of supervision assessment, which is completed to determine the offender's reporting schedule which may vary from five to one office visits monthly depending on a "risk result." Offenders also receive community service coordination, and referral to appropriate agencies to address specific needs. Additionally, the offender may receive home and/or work visits from his probation officer based on the level of supervision assessed and the probation officer's discretion. Special conditions such as community service, drug screens, and community program referrals are coordinated. Additionally, upon payment of fines, restitution and cost and only with the Court's approval, the defendant's sentence is suspended and the case is closed. PPS only collects the monthly court-ordered supervision fee until such time the defendant has paid fines, restitution and cost in full and the case is suspended. As with all cases, supervision fees are never collected in advance.

### **Intensive Probation Supervision**

A three-phase program in which demands on the probationer decrease until the offender enters basic probation supervision, at which time the monthly supervision fee will decrease to intermediate, and ultimately to basic. Each phase requirements may be altered as the Court requires. A sample intensive program...

#### ***Phase I (Minimum of 60 days)***

If the offender is completing inpatient substance abuse treatment, a minimum of 4 telephone contacts per month, 1 field contact per month, and 2 collateral contacts per month are required with the probationer. Additionally, the offender is required to complete 80 hours of community service, and submit to weekly drug and alcohol screens.

If the offender is completing outpatient substance abuse treatment a minimum of 4 office contacts per month, 4 telephone contacts per month, 4 field contacts per month, and 4 collateral contacts per month are required with the probationer. Additionally, the offender is required to complete 80 hours of community service, and submit to weekly

If the offender is not required to complete any substance abuse treatment, a minimum of 4 office contacts per month, 4 telephone contacts per month, 4 field contacts per month, and 4 collateral contacts per month are required with the probationer. Additionally, the offender is required to complete 80 hours of community service, and submit to weekly drug and alcohol screens.

#### ***Phase II (Minimum of 60 days)***

During this phase of intensive probation the contacts are reduced to as needed telephone contacts, 4 office contacts per month, 2 field contacts per month, and 2

collateral contacts per month are required with the probationer. Offender must submit to weekly drug and alcohol screens.

**Phase III (Minimum of 60 days)**

During this phase of intensive probation the contacts are again reduced until the offender is released to basic probation supervision. A minimum of as needed telephone contacts, 2 office contacts per month, 1 field contact per month, and 1 collateral contact per month are required with the probationer. Offender must submit to monthly drug and alcohol screens. During each phase, the PPS internal electronic monitoring program (house arrest), if ordered, can be incorporated.

**Pay Only Supervision**

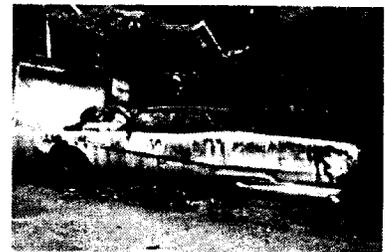
In addition to probation and pre-trial, PPS offers a program to assist the Court in collecting fines from offenders who need additional time to pay their fines. Designed for the offender requiring minimal supervision for the purposes of primarily paying a fine and/or restitution over a period of months, this level of supervision typically requires only one or two monthly office contacts. PPS will report any non-compliance to the Court, and as with all levels of supervision we will address any life issues the probationers may have, and will remit all monies collected to the clerk daily as specified herein. **NOTE: THERE IS NO FEE FOR THE FIRST TWO MONTHS OF PAY ONLY SUPERVISION**, and so it may also be utilized by the Court for offenders needing to *simply complete a course or produce a certificate*.

PPS collects only a \$35.00 per month fee for this supervision service. Our approach is more fair, and achieves the goal of helping those offenders who simply do not have their fine money in court, and would otherwise not be probated- giving them more time to pay. **Many PPS "Pay Only" probationers never pay PPS a dime.**

**City Ordinance Compliance (COC) Supervision**



This supervision is designed for those offenders cited for violating a County ordinance relative to environmental or other quality of life concerns; i.e. "junk cars", dog cases, property maintenance, etc. PPS will conduct monthly field visits and, as necessary



for fine collection purposes, monthly office visits with each offender. PPS will document - including digital photographs which may be viewed on line by the Court as part of the offender's electronic file, the offender's progress with achieving and maintaining compliance. The cost to the offender is \$40.00 per month.

**Diversion Programs**

**Pre-Trial Diversion / Conditional Release**

**"Face to Face" Supervision**

Participants are visited once weekly in their homes by a PPS Intensive Officer. Each defendant is also seen once weekly in the local PPS office and screened for THC, Cocaine, and other

frequently abused illicit drugs. PPS locations will be open during business hours as well as Saturdays and evenings. PPS staff will be available 24/7 for Court, Police or Sheriff's Department for support, and all participant violations are addressed immediately.

### ***Electronic Monitoring, Simultaneous with "Face to Face"***

Offender is actively monitored with ankle monitoring which includes random breath alcohol screenings in the defendant's home. Scheduling feature allows defendant to leave his/her residence as approved by the Court, Police, or Solicitor department and or the PPS House Arrest Officer, for approved reasons such as work, AA meetings, reporting to PPS, or other purposes. The Court may also utilize GPS Monitoring as the EM option for Pre-Trial. The PPS GPS device offers active 24/7 location monitoring including speed of travel, exclusionary zones and an ankle that features trans-dermal (skin and perspiration) alcohol detection. All violations are reported to the monitoring center immediately, and PPS will address all electronic violations within moments of their occurrence.

### ***Check Diversion Program***

PPS incorporates requires twice monthly reporting while check diversion defendants make payments on restitution until the debt is paid in full. PPS requires CDP defendants to, with the assistance of PPS staff to assess the cost of their lifestyle choices, and learn to appreciate the cost of their actions in real dollars- both to them and the victim. Monthly budgets for not only for the offender's household are established. The development of a more proficient approach to personal finance is the outcome.

### **PPS Pre-Sentence Investigations**

PPS provides several thousand PSIs each year to our courts. These personal histories make for an excellent tool for the court as it considers sentencing and include information on family history, work history, previous addiction issues, and criminal behavior. Reports are typically completed within three weeks allowing for enough time for the PPS officer to interview all pertinent individuals and complete the adequate research. PPS officers provide the Court with the finished product at least three business days prior to the scheduled sentencing court date, and attend the sentencing proceedings to be available to the Court in the event of needed clarifications. ***PPS is certified by FDLE and can provide the court with criminal histories as part of our pre-sentence investigations.***

A sample Pre-Sentence Investigation follows:

## **PROTECTED INFORMATION**

### **PRE-SENTENCE INVESTIGATION**

*Professional Probation Services*

*55 North Main, Suite 101*

*Logan, UT 84321*

*Larry Chatterton, Investigator*

<b>Presiding Judge</b>	<b>Sentencing Date</b>	<b>Defense Attorney</b>
Kevin K. Allen	Monday, October 07, 2013	Bryan P. Galloway
<b>Court</b>	<b>Case #</b>	<b>Prosecuting Attorney</b>
First District Cache County	131100857	Spencer D. Walsh

<b>Defendant's Name:</b>	<b>Defendant's DOB:</b>	<b>Description</b>
██████████	██████████	36-year old female

<b>Defendant's Address:</b>	<b>Phone #:</b>
██████████ Logan, Utah 84321	(435) ██████████

<b>Offense Date</b>	<b>Offense</b>	<b>Classification</b>	<b>Disposition</b>
08/20/2013	Possession or Use of a Controlled Substance	Class A	Guilty 08/26/2013

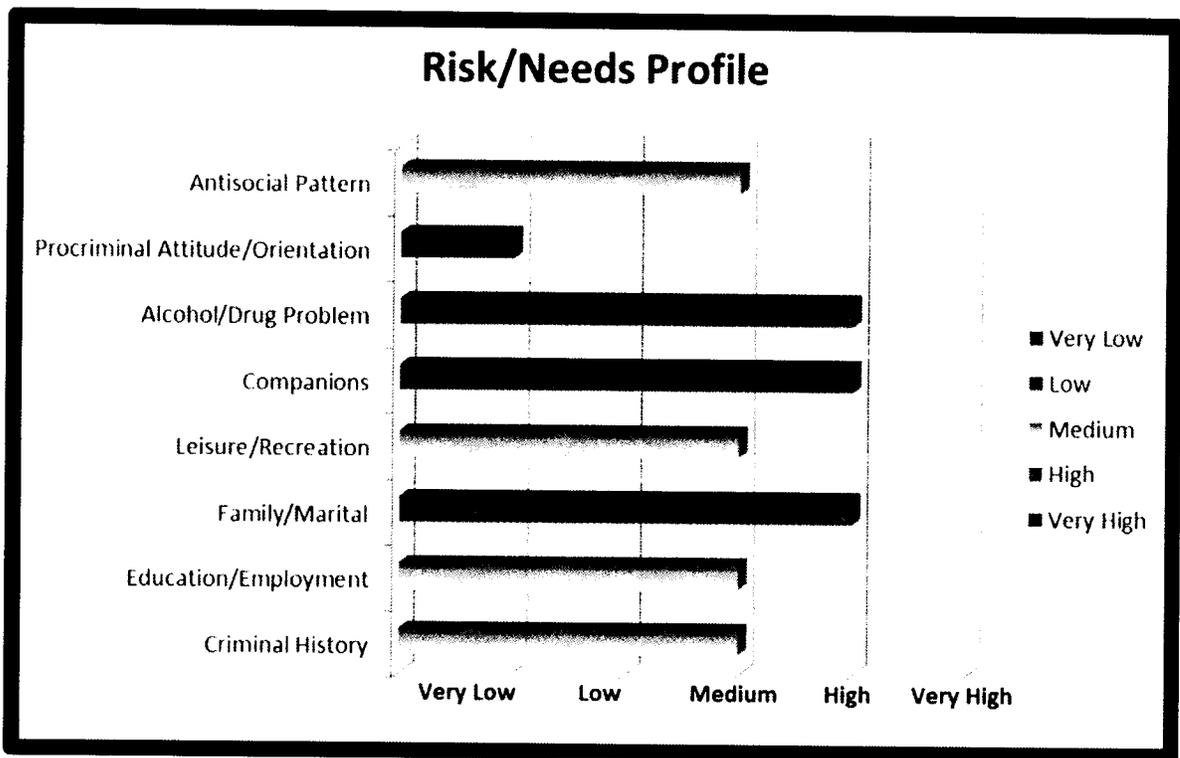
**RECOMMENDATION**

We recommend Ms. ██████████ be placed on probation to Professional Probation Services with the following special conditions:

- 1-Serve 7 days in jail with credit for the 7 days she has served. She probably deserves more jail, but it seems counterproductive to re-incarcerate her at this time after being released on her OR and so far she has been following through.
- 2-Continue in treatment with Bear River and complete any program they deem appropriate.
- 3-Not have any contact of any kind with Robert ██████████ or other drug users or sellers.
- 4-Complete the MRT program through PPSI.
- 5-Obtain full time employment within 60 days and maintain full time employment.
- 6-Pay a total fine of \$500.00.

**CRIMINOGENIC NEEDS AND EVALUATIVE SUMMARY**

*Overall LS/RNR-Risk/Needs Level: High*



*Overview of Risk/Need Areas:* Ms. [REDACTED] scores high in the risk/needs category of the assessment, suggesting a high probability of re-offending, or violating conditions if she does not work on changing her behavior and choices. High risk/need areas include family relations, associations, and substance abuse. This generally is not a good combination. Having family stressors, associating with others who use drugs and commit crimes, and substance abuse issues often lead to relapse and/or new offenses.

She has taken some steps to repair family relations and does have some good support. Her personal relationships with her husband and other men have not been positive in the recent past.

She has involved herself in the drug culture over time and the drama that goes with it, associating with drug users to an intimate level. She was associating with an ex-parolee she was warned to avoid. She did leave him for a time but went back to him, which led to this offense.

She is currently on probation out of this court for criminal trespassing. Her substance abuse problem is re-occurring, but she has some periods of clean time. She would benefit from the stability of full-time employment or further education.

*Overview of Strength Areas:* Ms. [REDACTED] has an overall good attitude. To her credit, she walked into the Smithfield Fire Department scared and looking for help the night of this offense. Had she not done so, she may have not been arrested or gotten out of a bad situation. She has family support when not using. She is in the MRT program and doing well. She has been, overall, cooperative and honest in discussing her situation. She certainly expresses a desire to make changes. She tends to do well for a while, then, in the typical cycle of addiction, falls back.

She is pleasant to interact with and has strong potential if she can break away from the culture and desire to use drugs. She does not deny her offense and recognizes where drugs and certain relationships have led her. Those realizations are positive, but rarely enough to produce behavior change without specific steps and a strong motivation to make those changes

*Other Client Issues and Other Risk/Need Factors with Criminogenic Potential:* Other identified areas of concern include problems of compliance, threat from a third party (the ex-parolee she was associating with), financial problems, situational depression, and low self-esteem.

### **CONVICTION/PLEA NEGOTIATIONS**

On August 22, 2013, the defendant was charged with Possession or Use of a Controlled Substance, a 3<sup>rd</sup> Degree Felony. Through plea negotiations, she pled guilty to the charge at a reduced Class A Misdemeanor.

### **OFFICIAL VERSION OF THE OFFENSE**

On August 19, 2013, Smithfield Police were dispatched to the fire station on report of a female that had walked in reporting a domestic disturbance with her boyfriend, Robert [REDACTED]. The officer made contact with the complainant, Sunny Parkinson, and asked what had happened. Ms. Parkinson indicated she gotten into a verbal argument with [REDACTED] and just wanted to use the phone to call her aunt for a ride home.

Ms. [REDACTED] then indicated she had injected meth with [REDACTED] at his home the previous evening and admitted she was high at that time as well. The officer made further inquiry about the drug use. She indicated she and [REDACTED] had injected meth that evening and showed the officer the location on her arm where she had done so. He observed a red mark with a slight bump. She then showed the officer other marks on her arm that were not as distinct.

Ms. [REDACTED] further indicated that earlier that day they had gone to West Valley City and purchased the meth. They then came back and went to another Smithfield location, of which she did not know the address, and injected meth with yet another ex-parolee and former drug court graduate, [REDACTED].

Ms. [REDACTED] stated Mr. [REDACTED] was nice to her going down to West Valley, but his demeanor later changed and he was not as affectionate when they got back to the house. They got into a verbal argument and she decided to leave. That was when she went to the fire station.

In the officer's opinion, Ms. [REDACTED] was acting paranoid. A urinalysis was taken, which showed positive for meth. She was arrested for Possession of Meth by Consumption and booked into jail. Robert [REDACTED] was observed walking in Smithfield and was contacted by police. He was arrested for possession of meth and possession of a dangerous weapon by a restricted person, a large knife.

### **DEFENDANT'S STATEMENT OF THE OFFENSE**

The defendant provided the following written statement regarding circumstances of the offense. All written statements contain the original spelling and grammar.

"I had got back together with my ex the day before the arrest, I relapsed. My ex and I had a verbal argument, the fire station was on the block, I walked to the fire station and asked to use the phone, I explained to them I was upset, scared and high. They called the police, I talked to them and they gave me a urine test which I was positive for meth, they charged me with possession and took me to jail"

**CRIMINAL HISTORY**

In February of 2012, she was ordered to probation with PPSI for a criminal trespass and criminal mischief conviction out of the First District Cache County Court. Her probation was revoked and reinstated December of 2012 for failure to comply with counseling. Her probation was revoked and reinstated again in June of 2013 for multiple positive urinalyses, failure to serve jail time as ordered, failure to comply with counseling, and the current charge. The case is still open.

<u>Date</u>	<u>Offense/Location</u>	<u>Disposition</u>
01/24/2000	Drive w/out Reg-w/ Exp Reg-Commercial – MC Failure to Appear – MC Logan City Justice Court Case # [REDACTED]	Bail Forfeiture 04/03/2000 Bail Forfeiture 04/03/2000
03/16/2000	Drive w/out Reg-w/ Exp Reg-Commercial – MC No Proof of Insurance – MB Failure to Appear – MC Logan City Justice Court Case # [REDACTED]	Guilty Plea 07/14/2000 Guilty Plea 07/14/2000 Guilty Plea 07/14/2000 Fine <i>Closed successfully 01/15/2000</i>
10/22/2004	Disorderly Conduct – MC Davis County Justice Court Case # [REDACTED]	Guilty 11/05/2004 12 Months court probation <b>Failed to comply – given another chance 01/07/2006</b> <i>Closed successfully 02/14/2006</i>
01/04/2006	Simple Assault – MB Disorderly Conduct after Req to Stop – MC Clearfield Justice Court Case # [REDACTED]	Guilty 01/05/2006 Guilty 01/05/2006 18 Months court probation <b>Failed to comply – given another chance 01/18/2007</b> <i>Closed successfully 09/24/2008</i>
05/30/2008	Failure to Wear Seat Belt – MC No Proof of Insurance – MB	Guilty 02/18/2009 Guilty 02/18/2009
	Fail to Appear on Citation – MB Logan City Justice Court Case # [REDACTED]	Guilty 02/18/2009 1 Day jail w/ credit for time served
02/15/2009	Using Plates Registered to Another Vehicle – MC No Proof of Insurance – MB Drive on Suspension – MC Box Elder County Justice Court Case # [REDACTED]	Guilty Plea 03/19/2009 Guilty Plea 03/19/2009 Guilty Plea 03/19/2009 Fine <b>Failed to comply – fine paid case closed 02/18/2011</b>

04/02/2011	Drive on Suspension – MC Mantua Justice Court Case # [REDACTED]	No Contest 08/30/2011 Fine <b>Failed to comply – fine paid case closed 02/03/2012</b>
04/20/2011	Drive on Suspension – MC Logan City Justice Court Case #115003575	No Contest 06/08/2011 Fine <i>Closed successfully 08/16/2011</i>
01/26/2012	Criminal Trespass – MB Criminal Mischief-Human Health or Safety – MB Criminal Mischief-Human Health or Safety – MB First District Court – Cache Case # [REDACTED]	Guilty 02/06/2012 Guilty 02/06/2012 <i>Dismissed 02/06/2012</i> 12 Months probation w/ PPSI 180 Days jail <b>Probation revoked and reinstated 12/03/2012</b> <b>Probation revoked and reinstated 06/10/2013</b> <i>Case is still open</i>
08/20/2013	<b>Possession or Use of a Controlled Substance – MA</b> First District Court – Cache Case # [REDACTED]	Guilty 08/26/2013 <b>Current</b>

### CUSTODY STATUS

The subject spent seven days in jail on this charge and was released on her own recognizance.

### LIFE HISTORY AND CURRENT LIVING SITUATION

Ms. [REDACTED] was born in Clearfield, Utah. Her parents divorced when she was about four years old. Her mother re-married a very short time after the divorce and she lived with her mother and stepfather. They moved to Logan when she was about 12. Her childhood does not produce good or happy memories. Her stepfather was an alcoholic and often became emotionally and physically abusive. At age 14 she became pregnant. She believes this was a quest for the self-worth and love she lacked in the home. A daughter was born who, with the help of family, she raised. At age 16 she became pregnant again by a different boy and had another daughter. The fathers of these two children have never been part of her life after the births of the daughters. At age 18 she moved out and into her own apartment.

In 2001, the defendant married [REDACTED]. They have been separated since 2011, but still see each other and are hoping to re-unite. They have two daughters together (ages 11 and 14), who live with John. The subject presently resides with her mother in Logan. She indicates that their relationship has recently improved.

The defendant provided the following written statement regarding his childhood and the important events in his life. All written statements contain the original spelling and grammar.

*"I was born in Layton, Ut. when I was 12 we moved to Logan Ut. When I was 16 I had two babies. When I was 24 I moved to Kaysville got married and had two more babies. We lived their for 7 ½ yrs then moved back. I graduated high school and completed 1 year of medical assisting When I lived in Kaysville. I plan, and am in the process of getting back in school and getting a degree."*

*"The last three years and my husband and I have had marital distress. However were doing well and Im pretty confident we will be getting back together."*

### **PHYSICAL/MENTAL HEALTH**

The defendant struggles with some health issues. She has some female problems and stomach problems, including ulcers. She is on medication and may need surgery.

Ms. [REDACTED] was diagnosed with depression in 2010. Mentally, she feels stressed, but is good overall. Her mental health deteriorates when using drugs. Emotionally, she is struggling at this time, also a risk factor for relapse, but seems focused and determined to make changes. Time and action on her part will tell.

### **SUBSTANCE ABUSE HISTORY**

If true, Ms. [REDACTED] has a drug history a little different than many in her situation in that it started much later in life. She reports not using alcohol until she was about 32-years old. She states she stayed away from drugs and alcohol in her younger years because she was having children early on. She started to drink with her husband and one summer, at age 32, drank heavily. However, she indicates she does not really care for alcohol and last drank three-years ago.

At age 24, the defendant tried marijuana. Her heaviest use was a year ago when she was using one or two times per week. Over the past 10 years she estimates, on average, using marijuana once or twice per year, most recently being several months ago.

She tried meth for the first time this past spring, when she started a relationship with Robert [REDACTED] who was released from parole last year. She describes this relationship mostly as a "fun affair" that has become destructive and hurtful. Regarding meth, she stated she "hates it, hates everything about it." and it is not who she is. For about three weeks last spring she was regularly injecting the drug with Mr. [REDACTED]. They quit for a time, but relapsed. She then left Robert and quit again. She went back to see him when this offense occurred, last using the day of her arrest.

Ms. [REDACTED] was attending the IOP program at Bear River as a condition of her current probation. She has an appointment with them to get back into treatment October 8, 2013. She is also currently attending the MRT program at PPS and should be on about step 6 or 7 by the time of sentencing.

She denies the use of other illegal drugs of any kind.

### **EDUCATION**

The defendant dropped out of the 11<sup>th</sup> grade due to being pregnant with her 2<sup>nd</sup> child. She later earned her GED. She has attended some vocational training and would like to pursue certification as a truck driver.

### **EMPLOYMENT HISTORY**

Ms. [REDACTED]'s last job was one and a half years ago at the D.I. She held that job for five months. Her longest job was with Wal-Mart, where she worked for three years. She quit because she moved. Prior to that, she worked at Comfort Inn for two years. She indicates that she has been unemployed in the past year due to health concerns. Her choices have also hampered her ability to find and maintain stable employment.

### **ECONOMIC STATUS**

The defendant reports no income or expenses at this time. She does not own a vehicle and relies on public transportation.

Respectfully submitted,

/s/ Larry Chatterton, 10/2/13

Larry Chatterton

Probation Agent

*Professional Probation Services, Inc.*

17. In the event of a hearing, the probation officer will testify as to the circumstances of the cases, giving the probationer full opportunity to refute any or all point. The probation officer will then comply with the Court's ruling in reference to sentencing or possible revocation of probation.

PPS court services also include the preparation of and appearance at all probation revocation/modification hearings. PPS officers will prepare and petition the Court for said hearings upon a defendant's violation of the conditions of probation, detailing the violations, presenting evidence and documentation related to the probationer's performance on probation, and making recommendations as to any possible action to be taken by the Court. PPS will coordinate revocation/modification hearing scheduling with Court staff. Following a revocation or modification by the Court, PPS shall file the original order of revocation or modification with the Court clerk, and will then amend the PPS files, including the OTS file, so that the Court can immediately view the amended sentence and its conditions online. PPS shall then enforce the newly established conditions.

18. Shall comply with all provisions of local, state and federal law.

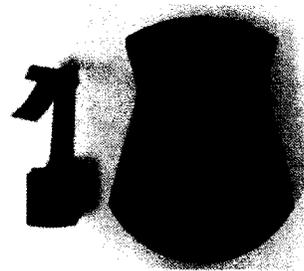
PPS shall comply with this provision.

19. Please line item any and all other services you may offer, including but not limited to
  - a. GPS Tracking

PPS shall comply with all court directives relative to EM vendors. We currently offer the following electronic monitoring programs:

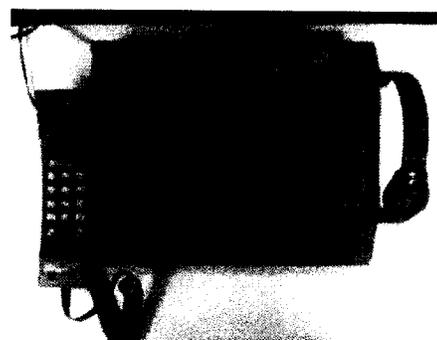
### **Anklet Electronic Monitoring**

PPS offers a standard house arrest/curfew monitor system that requires the defendant to wear an anklet monitored by an RF unit in the offender's home. The defendant is restricted to their residence by the unit which immediately notifies PPS in the event of the defendant leaving their home. The PPS House Arrest Program will maintain and provide accurate status reports, documenting reliably and continuously each offender's departure and return. The scheduling feature allows for the offender to attend work, church, school, or any other scheduled event. Schedule changes can be made upon request at any time upon verification of the need for the schedule change, and upon occasion, approval by the Court. All violations are immediately reported to the Court by way of a delinquency report and monitoring station printout.



### **Anklet Electronic Monitoring with Breath Alcohol Testing (optional)**

The standard RF monitor can be coupled with a voice verification device which during the voice recognition process, simultaneously takes a breath alcohol sample, and immediately reports the results to the PPS monitoring center.

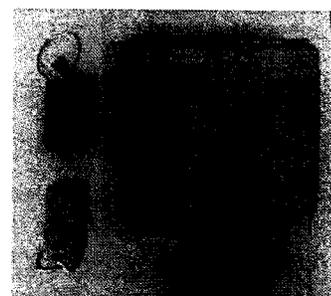


### **The Voice Verification Monitoring System**

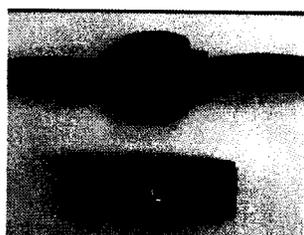
The VVM uses voice recognition and voice recording to eliminate false violations and increase system credibility. This system can also compliment ankle bracelets, provide for fast and easy enrollment, and is economical by not requiring any additional equipment. To utilize the VVM, defendants need only to have a touch-tone phone and are charged according to an as-need basis established by the probation department and the Judge. The PPS monitoring center averages ten calls per 24-hour period.

### **Domestic Violence Electronic Monitoring and Deterrence**

PPS provides electronic monitoring of domestic violence offenders. This state of the art technology allows the victim to have a device in his/her home that will alert and automatically dial "911" if the offender comes within 250 feet of the victim's residence. Additionally, while the victim is away from home he/she carries a portable detection device, no larger than a key chain, which alerts if the offender is within 100 feet.



### **Global Positioning Satellite Monitoring with Alcohol Detection**



PPS offers the very latest in GPS monitoring that is a 100% "Active" monitoring device. The probationer's movements are monitored 24 hours per day, seven days per week, and the activity is archived digitally and can be viewed in real time, not only by our monitoring center, but by our contracted court officials as well. The anklet worn with our GPS unit is tamper and water proof similar to our standard RF unit. PPS can even establish "exclusionary zones" and notify probationers if they approach such a zone as they are being

monitored. PPS exclusively offers alcohol testing with its GPS monitor, testing for alcohol with a trans-dermal sensor located in the anklet itself.

### **In Home Breath Alcohol System**

The PPS monitoring host computer automatically calls the participant, giving him/her clear instructions OR the testing schedule loaded into the unit automatically alerts the participant to begin the test procedure. The procedure requires that the participant blow into a disposable straw. Breathe Alcohol Test results are transmitted to the monitoring center host through standard phone lines or by cellular connection. The Home Station also photographs the participant at the time of testing and relays the image to the PPS monitoring center. PPS verifies the photograph with the digital photo taken at sentencing by PPS intake staff, and are used to verify participant identity. Appropriate action is taken if the participant fails the alcohol test, the photos don't match, or the participant fails to comply with breath alcohol testing parameters.



#### b. Cell Phone Monitoring

### **Voice Verification Supervision**

This supervision equips each offender with a pager. The defendant must call a reporting software program at randomly multiple times per day from a pre-approved phone number—typically the defendant's home or work. The system verifies the number requires the defendant answer a set of questions, and verifies the defendant's voice imprint. All answers and results are transmitted immediately to the PPS probation officer, and all violations are immediately addressed pursuant to SOP.

#### c. Ignition Breathalyzer

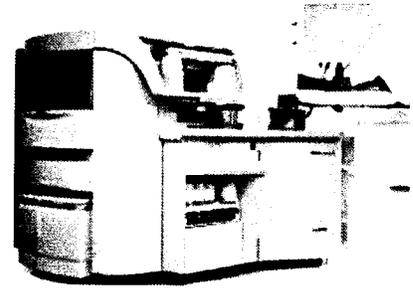
PPS refers this service out to local court-approved vendors, establishing electronic communication with said vendors alerting the Court of any violations and taking appropriate action and affecting documentation.

#### d. Counseling

PPS has describes herein many of our in-house rehabilitative programs, and PPS refers offenders to court-approved local therapists, treatment providers, and counseling agencies for evaluations and treatment programs. Additionally, as part of the UHS, PPS offenders also have access, as approved or ordered by the Court, to the largest and best behavioral health facilities in the world, often with the advantage of insurance / third party payers. Some local UHS facilities include Brentwood Behavioral Health in Flowood, MS; Parkwood Behavioral Hospital in Olive Branch, MS; and Gulf Coast Treatment Centers in Fort Walton, FL.

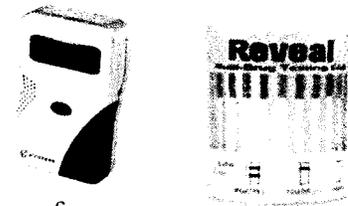
## **PPS Drug Screen Capabilities offer the Court Lab Verification- in our Office**

PPS now features an ***on-site urinalysis lab*** for drug and alcohol screenings utilizing the ADVIA drug screening system by Siemens. This system allows PPS staff to ascertain the use of any illicit substance, including alcohol with accurate and indisputable blood level readings. We can also conduct confirmatory screens for any disputed field tests.



PPS also offers, at a lesser price per screen, field screens for alcohol using the Alcohawk device.

PPS staff members are also certified by the manufacturer to also utilize ASC's REVEAL CUPS for 8 different illicit drugs, which PPS routinely conducts in the field while enforcing conditions of intensive probation.



PPS has developed specific programs designed to promote the probationer's success in completing their court ordered conditions of probation. PPS ensures attendance and compliance with the directives for treatment with all third party agencies and notifies the court of the probationer's compliance or failure.

### **Teaching Financial Management**

Each PPS officer is trained for 8 hours per year in financial management and counseling techniques. This translates into constant positive financial coaching for every offender on our caseload. Probationers are on a monthly and ongoing basis asked to assess the cost of their lifestyle choices, and learn to appreciate the cost of their conviction in real dollars. Monthly budgets for not only fines and fees are established, but for the offender's household as well. The development of a more proficient approach to personal finance is the outcome.

### **Under the Influence (for adults)**

This online course is used in college towns, spring break resorts with out-of-town visitors, and in any community where underage drinking and public intoxication by young adults is a problem. Most of the individuals taking this course are first-offenders and are either in the workplace or going to school.

### **Alcohol-Wise JV (for juveniles)**

This online alcohol education course is for teens 17 and younger charged with an underage drinking violation. Alcohol-Wise JV is a sensible option to the classroom-based alcohol education classes offered in many communities. A number of research studies suggest that aggregating young drinkers into a group may actually have a detrimental effect on participants. Peer pressure is also evident when groups of teens get together in these classes.

## **Marijuana 101**

Marijuana 101 is offered by courts as a sanction for misdemeanor marijuana or drug paraphernalia. Lesson topics explore the impact of marijuana use on personal health, workplace safety, academic performance, future earnings, driving under the influence, and social behavior. The course offers guidelines to help individuals who want to move away from marijuana use.

## **STOPLifting.com**

STOPLifting.com is an online education course designed specifically for shoplifters. The purpose of the course is to provide facts about shoplifting, personalized feedback to the student taking the course, and skills training to help the shoplifter change their attitude and behavior about the crime of shoplifting.

STOPLifting.com is a unique online theft education course. The course is written in a motivational interviewing style and incorporates many of the brief intervention techniques used in 3rd Millennium's alcohol and drug education courses. STOPLifting.com is made up of 5 lesson modules and can be completed in about 3 hours. We offer an adult and juvenile version of this course.

## **Parent Alcohol and Drug Education Course (Parent-Wise)**

An online alcohol & drug education course for parents. The course is made up of 4 lesson modules and can be completed in less than one hour. The parent can also log in and out of the 15 minute lesson modules if time is a factor. Research studies clearly show that parent involvement contributes to a significant decrease in alcohol and drug-related consequences for their child. Parent-Wise includes current alcohol & drug information and helps parents have an informed conversation with their teen. In Parent-Wise, we offer guidelines to help establish talking points, boundaries, and a stronger relationship with their child. Parent-Wise is available in both English and Spanish.

## **Now What?**

This program is a probationer's guide to cognitive restructuring, by William H. Dodd. This workgroup guides the user in a journey of developing new and effective habits that lead to life improvement, self-reliance, and law abiding behavior.

## **Gang Deterrent/Youthful Offender Workshop**

A five week class of ten 1.25 hour sessions covering the nature of addiction and effects of alcohol, as well as the following topics: What has my offense cost me and others?; Assertiveness training; How to say "no"; career counseling; goal setting; boundary setting; and relationship skills. The course emphasizes how gang involvement accelerates the deterioration of opportunities for young people with real life examples.

## **Courageous Parenting**

This 3 hour workshop is designed to help parents face the challenges that come with being effective parents or guardians. Participants will be given proven tools for developing character

in children, increasing motivation, using creative discipline to change destructive behavior, facing challenges in school, and communicating effectively.

**B. MISDEMEANOR PROBATION SERVICES COST SUMMARY**

To follow is our proposed fee schedule. All fees are paid by the offender, and only for court-ordered participation.

<p><b>Basic Probation Supervision</b></p>	<p><b>\$40.00 per month; NO SET UP FEE</b></p>
<p><b>Pay Only Supervision</b></p>	<p><b>\$0.00 –First Month, \$35.00 Thereafter; NO SET UP FEE</b></p>
<p><b>Intensive Probation Supervision</b></p>	<p><b>\$50.00 per month with field visits; NO SET UP FEE</b></p>
<p><b>Indigent Supervision</b></p>	<p><b>\$0.00 – As Ordered by the Court; NO SET UP FEE</b></p>
<p><b>City Ordinance Enforcement Supervision</b></p>	<p><b>\$45.00 Per Month; NO SET UP FEE</b>          PPS supervises defendants accused of environmental violations (junk cars, neglected properties, etc.) and ensures compliance by regularly visiting and digitally documenting the continued violation or compliance. The court may view the PPS digital photographs and field notes on line.</p>
<p><b>Pre-Trial Supervision / Diversion</b></p>	<p><b><u>LEVEL ONE (\$40.00 per month)</u></b>          Defendants are required to <i>report to a PPS location once weekly</i>, submitting to a urinalysis, and breath test. Screens are included in the fee.</p> <p><b><u>LEVEL TWO (\$10.00 per day)</u></b>          Defendants are monitored with the PPS anklet monitor which enforces <i>house arrest and curfew</i> on a set schedule. The monitoring unit also screens the defendant for alcohol use and reports results immediately. Defendants also must <i>report weekly to a PPS office</i> location and submit to drug screens (included in fee).</p> <p><b><u>LEVEL THREE (\$11.00 per day)</u></b>          Defendants are monitored <i>24/7 by global positioning satellite with trans-dermal alcohol detection</i> (GPS). PPS requires a <i>face to face visit with each defendant</i> at our office location twice monthly and can administer drug screens.</p>

<b>Bench Warrant Collections</b>	<p align="center"><b>20% of monies recovered</b></p> <p>We use our nationwide network of offender data, search engines, the latest technology, investigation, phone calls and letters to contact your delinquent and bench warrant cases. We then obtain compliance by accepting payment in full, or allowing the offenders to make monthly installments in person at our offices, on the web, or by mail.</p>
<b>Cognitive Restructuring Course "Now What Course"</b>	<b>\$65.00</b>
<b>Under the Influence (for adults)</b>	<b>\$75.00</b>
<b>Alcohol-Wise JV (for juveniles)</b>	<b>\$75.00</b>
<b>Marijuana 101</b>	<b>\$75.00</b>
<b>STOPLifting.com</b>	<b>\$75.00</b>
<b>Parent Alcohol and Drug Education Course (Parent-Wise)</b>	<b>\$75.00</b>
<b>Courageous Parenting</b>	<b>\$75.00</b>
<b>Electronic Monitoring</b>	<p align="center"><b>Anklet Monitoring- RF with Curfew Enforcement and Voice Verification (\$7.00 per day)</b></p> <p align="center"><b>Anklet Monitoring with Curfew Enforcement, Voice Verification, and Remote Breath Alcohol Testing (\$9.25 per day)</b></p> <p align="center"><b>Random Alcohol Monitoring (\$8.00 per day)</b></p> <p align="center"><b>Active GPS Monitoring with Exclusionary Zone and Continuous Trans-dermal Alcohol Testing (\$10.25 per day)</b></p>
<b>6 Panel Drug Screen</b>	<p align="center"><b>\$15.00</b></p> <p>PPS staff are certified by the manufacturer to screen on-site for THC, Cocaine, Methamphetamines, Opiates, and Alcohol.</p>
<b>Laboratory Urinalysis</b>	<p align="center"><b>\$25.00</b></p> <p>PPS staff are certified by the manufacturer to screen on-site for THC, Cocaine, Methamphetamines, Opiates, Alcohol, and many other substances, resulting on confirmatory blood level content readings.</p>

<b>Restitution Collection - Direct Disbursement to Victim</b>	<b>No Cost</b>
<b>Court and On-Line Access to the PPSI Offender Management Computer Program</b>	<b>No Cost</b> for 24/7 Internet Access to all Offender Data and Activity
<b>Transfer of Supervision</b>	<b>No Cost</b> to any of our more than 40 nationwide locations
<b>Domestic Violence Workshop</b>	<b>\$25.00</b> per session
<b>Anger Control Workshop</b>	<b>\$25.00</b> per session
<b>Youthful Offender Workshop</b>	<b>\$25.00</b> per session
<b>Resume and Interview Skills Development with Job Placement Assistance</b>	<b>No Cost</b>
<b>Indemnification of the Court, and Naming Court as Additional Insured</b>	<b>No Cost</b> – Professional and General Liability

Motion made by **Councilman Colledge** to approve the contractor based on verifying the bids documents met all Mississippi State laws. Motion seconded by **Councilman Vaughan** and unanimously carried.

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

**ORDER NUMBER 148-2014**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the agreement with DRC Emergency Services, LLC for disaster-related debris removal in the event of a declared disaster is hereby approved.

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

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

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

NAYS:           None

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**MAYOR**

ATTEST:

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2014.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha D. Abell, City Manager  
**From:** Patty Huffman, Grants and Projects Manager  
**Thru:** Chandra Nicholson, Planning and Economic Development Director  
**Date:** June 24, 2014  
**Subject:** City Council Selection of a Pre-Event Contractor for Disaster-Related Debris Removal

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**REQUEST:**

City Council action is requested to approve a pre-event contractor for Disaster-Related Debris Removal.

**DISCUSSION:**

In an effort to be prepared for future disasters, City staff advertised a Pre-Event Request for Proposals from qualified contractors to perform Disaster-Related Debris Removal services in the event that such services are needed. State and Federal procurement laws were followed in soliciting these proposals. The RFP was publicized on May 25<sup>th</sup> and June 1, 2014. The deadline to submit proposals was June 19, 2014. Four proposals were received and reviewed.

**RECOMMENDATION:**

City staff reviewed the proposals on June 24, 2014, and after due consideration recommends **DRC Emergency Services, LLC** of Mobile, Alabama for Pre-Event Disaster-Related Debris Removal Services. This recommendation is based on the required qualifications and the lowest price submitted for a range of services including general debris removal, leaning tree/ hanging limb vegetative debris removal, and a 70-hour push immediately after a storm. A summary of the total amounts proposed based on charts with sample quantities is listed below.

<b><u>Debris Removal Contractors</u></b>	<b><u>Price</u></b>
1) DRC Emergency Services, LLC	\$193,370.00
2) Hensley Lee Contracting, Inc.	\$194,523.00
3) Crowder Gulf	\$212,305.00
4) Phillips & Jordan, Inc.	\$295,070.00

For additional information on the above proposals, see the attached Bid Tabulation Summary.

City staff recommends approval of the above firm (**DRC Emergency Services, LLC**) as the most experienced, qualified and capable firm for this project at the lowest price. The City Council may:

1. Authorize selection of the recommended contractor for Debris Removal Services;  
or
2. Authorize selection of a contractor other than the City staff recommendation.

**ATTACHMENTS:**

Debris Removal Bid Tabulation Summary

**BIDDER'S SCHEDULE - Summary Sheet**

**CONTRACT FOR DEBRIS REMOVAL IN PREPARATION FOR HURRICANE/DISASTER DEBRIS**

PAY ITEM NO.	DESCRIPTION	TOTAL Hensley Lee Contr.	TOTAL Crowder Gulf	TOTAL DRC Emergency Svc.	TOTAL Phillips & Jordan
1-4	General Debris Removal - Subtotal from sheet 3-1	\$86,122.00	\$149,500.00	\$77,250.00	\$176,750.00
5-15	Leaning Tree/Hanging Limb Vegetative Debris Removal - Subtotal from sheet 3-2	\$26,876.00	\$18,765.00	\$37,770.00	\$42,900.00
16-30	70 Hour Push (Subtotal from sheet 3-3)	\$81,525.00	\$44,040.00	\$78,350.00	\$75,420.00
	Total all items - Not to Exceed Fee	<b>\$194,523.00</b>	<b>\$212,305.00</b>	<b>\$193,370.00</b>	<b>\$295,070.00</b>

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Fee listed is not to be exceeded, unless written authorization is provided by City of Gautier. After notice of award, upon notice of work assignment, Contractor is to provide a payment and performance bond for the Not to Exceed Fee listed for all pay items (1-15).

\*There is no guarantee that any work assignments will be issued under this contract. The quantities listed are only for the purpose of comparing proposals and setting a maximum fee. There will be no adjustment of unit prices based on the quantity of work completed. There will not be any annual adjustments of rates, as rates provided will be valid until contract expires or is terminated.

**All items must be bid by Contractor, or bid will be considered Non-conforming.**

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

**ORDER NUMBER 149-2014**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that an agreement with Thompson Consulting Services for debris removal monitoring services in the event of a declared disaster is hereby approved.

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

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

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

NAYS:           None

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**MAYOR**

ATTEST:

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2014.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha D. Abell, City Manager  
**From:** Patty Huffman, Grants and Projects Manager  
**Thru:** Chandra Nicholson, Planning and Economic Development Director  
**Date:** June 24, 2014  
**Subject:** City Council Selection of a Pre-Event Contractor for Disaster-Related Debris Removal Monitoring

---

**REQUEST:**

City Council action is requested to approve a pre-event contractor for Disaster-Related Debris Removal Monitoring services.

**DISCUSSION:**

In an effort to be prepared for future disasters, City staff advertised a Pre-Event Request for Proposals from qualified contractors to perform Disaster-Related Debris Removal Monitoring Services in the event that a disaster requires the services of a debris removal contractor. Monitoring would then be required to ensure compliance with FEMA and MEMA regulations. State and Federal procurement laws were followed in soliciting these proposals. The RFP was publicized on May 25<sup>th</sup> and June 1, 2014. The deadline to submit proposals was June 19, 2014. Four qualified proposals were received and reviewed by the Selection Committee.

**RECOMMENDATION:**

A selection committee comprised of city staff convened on June 24, 2014, and after due consideration recommends **Thompson Consulting Services of Moss Point, MS** for Disaster-Related Debris Removal Monitoring Services in the event of a declared disaster. This recommendation is based on average scores from the Rating and Ranking Committee using the evaluation criteria listed in the RFP instructions. These criteria included: Project Approach, Experience of the Firm, Personnel Qualifications, Office Location, and Fee Table. A list of the applicants and their average scores are summarized below:

<b><u>Debris Removal Monitoring Firm</u></b>	<b><u>Committee Average Score (100 max.)</u></b>
1) Thompson Consulting Services (Moss Point)	92.1
2) Volkert, Inc. (Mobile, AL)	76.1
3) Pickering Firm, Inc. (Biloxi)	68.6
3) Witt/O'Brien's (Slidell, LA)	67.6

City staff recommends approval of the above firm (**Thompson Consulting Services**) as the most experienced, qualified and capable firm for this project. The City Council may:

1. Authorize selection of the recommended contractor for Pre-Event Debris Removal Monitoring Services; or
2. Authorize selection of a contractor for Pre-Event Debris Removal Monitoring Services other than the City staff recommendation.

**ATTACHMENTS:**

Consultant Selection Committee Recommendation for Disaster Removal Monitoring

**RECOMMENDATION OF  
CONSULTANT SELECTION  
COMMITTEE**

**RE: Pre-Event Disaster Debris Removal Monitoring Services**

The following proposals were received in the Purchasing Agent’s Office no later than **2:00 p.m. on Thursday, June 19, 2014**. The Consultant Selection Committee met on **June 24, 2014** to review the proposals received from the following firms and/or individuals:

1. Thompson Consulting Services
2. Pickering Firm, Inc.
3. Volkert
4. Witt/O'Brien’s

Each Committee member assigned points to each firm’s proposal based on the content of the proposal. These points were then averaged for a combined average total score. The firm receiving the highest number of points is deemed by this Committee to be the most advantageous to the City. We, therefore, recommend award of a contract to **Thompson Consulting Services**. The firms that were evaluated are listed in order of the points assigned.

<b>Firm</b>	<b>Average Score-Project Approach (15 pts.)</b>	<b>Average Score-Firm Experience (40 pts.)</b>	<b>Average Score-Staff Qualifications (25 pts.)</b>	<b>Average Score-Office Location (10 pts.)</b>	<b>Average Score-Fee Table (10 pts.)</b>	<b>Combined Average Total Score (100 max.)</b>
<b>Thompson Consulting</b>	14.0	36.4	23.6	9.4	8.7	<b>92.1</b>
<b>Volkert, Inc.</b>	11.2	30.6	19.8	7.2	7.3	<b>76.1</b>
<b>Pickering Firm</b>	10.0	28.0	17.8	9.0	3.8	<b>68.6</b>
<b>Witt/O’Brien’s</b>	13.8	25.8	15.0	5.8	7.2	<b>67.6</b>

*Chandra Nicholson*  
 \_\_\_\_\_  
 Consultant Selection Committee, Chair

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

**ORDER NUMBER 150-2014**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the professional services agreement with Brown, Mitchell & Alexander, Inc. for I-10/Highway 57 Area Planning Study is hereby approved.

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

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

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

NAYS:           None

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**MAYOR**

ATTEST:

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2014.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Patty Huffman, Grants & Projects Manager  
**Through:** Chandra Nicholson, Economic Development and Planning Director  
**Date:** June 23, 2014  
**Subject:** Revised Professional Services Agreement for Planning and Related Services-  
Brown, Mitchell & Alexander, Inc. for the I-10/Highway 57 Area Study

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**REQUEST:**

The Economic Development & Planning Department requests authorization to enter into a revised Agreement with Brown, Mitchell & Alexander, Inc. to perform planning and related services for the I-10/Highway 57 Area Study. The study will not exceed \$80,000 and grant funding/local match will be an 80/20 split.

**BACKGROUND:**

City Council originally approved this agreement on April 1, 2014, contingent on MDOT review and approval. MDOT has since reviewed the agreement and made several revisions to the language and terminology regarding the project scope. Revisions are highlighted on the attached contract. The fee was not modified.

**RECOMMENDATION:**

City staff recommends that City Council reauthorize entering into the attached revised professional services agreement with Brown, Mitchell & Alexander, Inc. with the revisions specified by MDOT.

The City Council may:

1. Authorize entering into the revised professional services agreement as submitted, contingent on MDOT final approval; or
2. Authorize entering into the revised professional services agreement with further revisions, contingent on MDOT final approval; or
3. Disapprove entering into the revised professional services.

**ATTACHMENT(S):**

Brown, Mitchell & Alexander Professional Services Agreement (Revised)

**PRELIMINARY ENGINEERING SERVICES CONTRACT**

***City of Gautier I-10 / Highway 57 (North-East) Master Plan  
Jackson County, Mississippi***

THIS CONTRACT, is made and entered into by and between the *City of Gautier, Mississippi*, a body Politic of the State of Mississippi (the "LPA"), and, *Brown, Mitchell & Alexander Inc.* (the "CONSULTANT"), a *Mississippi* Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is **521 34<sup>th</sup> Street, Gulfport, MS 39507**, effective as of the date of latest execution below.

**WITNESSETH:**

WHEREAS, the LPA requires the services of a professional engineering firm to provide preliminary engineering for Master Planning Services of transportation corridors for the area: North of Interstate 10; East of Highway 57; West of the Sandhill Crane Refuge; and South of the City Limits of Gautier, Jackson County, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract;

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

**ARTICLE I. GENERAL RECITALS**

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and any MDOT or LPA standards identified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

#### **ARTICLE II. SCOPE OF WORK**

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

#### **ARTICLE III. CONTRACT TERM**

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until December 31, 2016, 12 Midnight, CDT, at which time this CONTRACT shall absolutely and finally terminate.

Comment [BS1]: Date Added

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

#### **ARTICLE IV. TIME OF PERFORMANCE**

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

#### **ARTICLE V. RELATIONSHIP OF THE PARTIES**

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

**ARTICLE VI. COMPENSATION, BILLING & AUDIT**

**A. Cost and Fees**

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

**B. Monthly Billing**

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

**C. Record Retention**

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

**D. Retainage**

The LPA shall retain the final 25% of the CONSULTANT's Fixed Fee until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

**ARTICLE VII. FINAL PAYMENT**

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

**ARTICLE VIII. REVIEW OF WORK**

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

**Comment [BS2]:** Contract Language re-inserted

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

**Comment [BS3]:** Contract Language re-inserted

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

**Comment [BS4]:** Contract Language re-inserted

**ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY**

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

#### **ARTICLE X. INSURANCE**

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has sufficient coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3)

years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a “retroactive coverage” endorsement from its new insurance carrier.

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

**ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING**

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

**ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL**

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

**ARTICLES XIII. MODIFICATION**

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation

should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

#### **ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER**

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

#### **ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE**

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work

including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its donee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

#### **ARTICLE XVI. PUBLICATION AND PUBLICITY**

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its

CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

*The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.*

#### **ARTICLE XVII. CONTRACT DISPUTES**

This CONTRACT shall be deemed to have been executed in **Jackson County, Mississippi**, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Jackson County, State of Mississippi**. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

#### **ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW**

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative

Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in “Exhibit 5”.
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security’s E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

**ARTICLE XIX. 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 CONTRACT.

**ARTICLE XX. SEVERABILITY**

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

**ARTICLE XXI. ENTIRE AGREEMENT**

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

**ARTICLE XXII. CONFLICT OF INTEREST**

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

**ARTICLE XXIII. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are 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 LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

**ARTICLE XXIV. STOP WORK ORDER**

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of the MDOT or the LPA'S intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

**ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS**

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

**LPA:**

For Contractual Matters:

**City of Gautier**

Samantha D. Abell  
City Manager  
3330 Highway 90  
Gautier, MS 39553

(228) 497-8000 (office)

(228) 238-2691 (cell)

Email: [sabell@gautier-ms.gov](mailto:sabell@gautier-ms.gov)

For Technical Matters:

**City of Gautier**

Ms. Chandra Nicholson, P.E.  
Director of Economic Development & Planning  
3330 Highway 90  
Gautier, MS 39553

(228) 497-1878 (office)

(228) 228-806-1285 (cell)

[cnicholson@gautier-ms.gov](mailto:cnicholson@gautier-ms.gov)

**CONSULTANT:**

For Contractual Matters:

**Brown, Mitchell & Alexander, Inc.**

Dax Alexander, P.E.  
Principal  
521 34<sup>th</sup> Street  
Gulfport, MS 39507

(228) 864-7612

(228) 864-7676 Fax

email: [dax@bmaengineers.com](mailto:dax@bmaengineers.com)

Licensure Number  
from the Mississippi  
Board of Licensure  
for Professional  
Engineers and Surveyors:

P.E. #14208

For Technical Matters:

**Brown, Mitchell & Alexander, Inc.**

Benjamin Smith, P.E.  
Project Engineer  
521 34<sup>th</sup> Street  
Gulfport, MS 39507

(228) 864-7612

(228) 864-7676 Fax

email: [ben@bmaengineers.com](mailto:ben@bmaengineers.com)

Licensure Number  
from the Mississippi  
Board of Licensure  
for Professional  
Engineers and Surveyors:

P.E #18333

**ARTICLE XXVI. AUTHORIZATION**

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

***CITY OF GAUTIER, JACKSON COUNTY, MISSISSIPPI***

\_\_\_\_\_  
***Samantha D. Abell, City Manager***

WITNESS this my signature in execution hereof, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

***BROWN, MITCHELL & ALEXANDER, INC.***

BY: \_\_\_\_\_  
***Dax Alexander, P.E., President***

ATTEST: \_\_\_\_\_

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

## LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

**EXHIBIT 1-A**  
**EVIDENCE OF AUTHORITY**  
**BROWN, MITCHELL, & ALEXANDER, INC.**

WHEREAS, it has been requested that a copy of a resolution granting authority for certain company officials or agents to sign responses, proposals or contracts on behalf of the Corporation be included:

NOW THEREFORE BE IT RESOVLED, that Dax B. Alexander, P.E., is President of Brown, Mitchell & Alexander, Inc. (Corporation) and has full authority to execute proposals, letters, or contracts on behalf of the Corporation.

SIGNATURE: \_\_\_\_\_

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

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

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014, within my jurisdiction, the within named Dax B. Alexander, P.E., who acknowledged that he is President of Brown, Mitchell & Alexander, Inc., a Mississippi corporation, and that for and on behalf of the said Corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said Corporation to do so.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Printed Name of Notary:

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT 1-B**  
**EVIDENCE OF AUTHORITY**  
**CITY OF GAUTIER**  
**JACKSON COUNTY, MISSISSIPPI**

WHEREAS, it has been requested that a copy of a resolution granting authority for certain company officials or agents to sign responses, proposals or contracts on behalf of the Corporation be included:

NOW THEREFORE BE IT RESOVLED, that Samantha D. Abell, is City Manager of the City of Gautier, Jackson County, Mississippi. (Corporation) and has full authority to execute proposals, letters, or contracts on behalf of the Corporation.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Samantha D. Abell, City Manager  
City of Pascagoula, MS

STATE OF MISSISSIPPI  
COUNTY OF JACKSON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014, within my jurisdiction, the within named Samantha D. Abell who acknowledged that she is the City Manager of the City of Gautier, Jackson County, Mississippi, and that for and on behalf of the said City, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized executive power of the municipality under Miss. Code Ann. Sec. 21-8-15 to do so.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Printed Name of Notary:

\_\_\_\_\_

\_\_\_\_\_

## EXHIBIT 2

### Scope of Work

#### NorthEast Quadrant of I-10 / HIGHWAY 57 MASTER PLAN GAUTIER, MISSISSIPPI

#### GENERAL DESCRIPTION:

The CONSULTANT shall perform a planning study of the land area inside the City of Gautier generally depicted on the attached project map, also being described as the area in the North – East Quadrant of the intersection of Interstate 10 and Highway 57 to determine what infrastructure improvements could be made to support anticipated commercial development.

#### SERVICES TO BE PERFORMED BY THE CONSULTANT

The CONSULTANT shall perform the services indicated below:

#### PHASE A: ENGINEERING AND PLANNING STUDY

- Part 1 COLLECT AND ANALYZE EXISTING ROADWAY CONDITIONS
- Part 2 PERFORM TOPOGRAPHIC SURVEY AND BOUNDARY SURVEYS
- Part 3 PERFORM WETLAND MAPPING
- Part 4 DEVELOP MASTER PLAN FOR LAND USE AND LOCAL TRANSPORTATION NETWORK
- Part 5 DEVELOP MASTER DRAINAGE PLAN
- Part 6 DEVELOP PRIORITY SCHEDULE FOR TRANSPORTATION NETWORK
- Part 7 DEVELOP CONCEPTUAL DESIGN FOR TOP PRIORITY ROADWAY SEGMENTS
- Part 8 PREPARE OPINIONS OF COSTS FOR INFRASTRUCTURE IMPROVEMENTS
- Part 9 PREPARE REPORT OUTLINING PROPOSED IMPROVEMENTS

Specific work for each Part of PHASE A is presented below. References in the document to LPA shall mean the City of Gautier. FHWA shall mean the Mississippi Division of the Federal Highway Administration. MDOT shall mean the Mississippi Department of Transportation.

#### Part 1 COLLECT AND ANALYZE EXISTING ROADWAY CONDITIONS

Develop an inventory of existing public improvements including roads/streets, rights-of-way, and water and sewer facilities in the study area.

#### Part 2 PERFORM TOPOGRAPHIC SURVEY AND BOUNDARY SURVEYS

Provide topographic and boundary surveys as needed for future local roadway network layout and conceptual designs. All land survey work will be based on the MDOT Survey Manual, as noted below.

The boundary survey work will aid in determining the most practical and efficient ways to plan the rights-of-way for proposed roadway improvements described in Part 4.

#### Part 3 PERFORM WETLAND MAPPING

Provide Wetland Mapping and Delineations as necessary to aid in the development of the land use plan and to determine what permitting requirements may be necessary. An overall wetland inventory map will be created based on currently available digital information. As noted on EXHIBIT \_\_, a detailed field delineation will be performed for the area the LPA anticipates will be developed in the near future. *The study does not include any additional natural resource assessments. In the final report, we will document to the LPA, other suggested assessments they consider prior to development of any specific project.*

**Comment [BS5]:** Exhibit 2 re-worked per MDOT comments

**Comment [jaj6]:** Is there an idea of what kind of land use this quadrant will provide? The land us will determine the amount of trips generated for the local roads. The ITE Trip Generation Manual would be helpful for this.

**Response:** Currently the proposed land use is commercial and residential use. Current plans are in the works for a Medical Complex which has generated a great deal of speculative interest from numerous developers.

**Comment [jaj7]:** Be sure to reference the use of MDOT's Access Management Manual as a part of the study when developing the future local transportation network if the local network affects the state transportation system in any way (use of frontage roads, adding lanes to off/on ramps, affecting flow of traffic on I-10 and/or SR 57, etc.). The access management manual can be found online [here](#).

**Response:** AMM will be used. The initial idea is to use the planned access point from SR 57 and suggest any necessary improvements to that point, including review of opportunities to link the proposed network to another planned access point.

**Part 4 DEVELOP MASTER PLAN FOR LAND USE AND LOCAL TRANSPORTATION NETWORK**

Develop a land use plan for the study area. Land uses will be assumed based on information obtained from sources, including site plans from currently proposed commercial development, the City's long range plan, and prospective developments the City is negotiating with private groups. Traffic projections necessary to aid in development of proposed roadway improvements will be based on resources such as the *ITETrip Generation Manual*.

Initial traffic data will be supplied by Gulf Regional Planning Commission and any other available existing information available to the Consultant. Traffic projects will be provided, as part of the study.

*The study does not include analysis for Highway 57 and assumes that no additional connections to Highway 57 will be considered, except those currently proposed by MDOT's SR 57 plans. At any time, during this study, should additional access points need consideration, the scope would need to be adjusted at the LPA's request. It should be noted that all access points are controlled by MDOT's Access Management Manual.*

**Part 5 DEVELOP MASTER DRAINAGE PLAN**

Develop plan for management of stormwater improvements to support proposed transportation network improvements and proposed development tracts

**Part 6 DEVELOP PRIORITY SCHEDULE FOR TRANSPORTATION NETWORK**

Once the future local roadway network is finalized, further analysis will be completed to determine future roadways project segments based on anticipated needs. A priority list will be provided that will also provide justifications for all priorities.

**Part 7 DEVELOP CONCEPTUAL DESIGN FOR TOP PRIORITY ROADWAY SEGMENTS**

Once the priority list is completed, as noted in Part 6, roadway design will be further developed to aid the LPA in determining more specific costs for the Top 2 priority roadways. The Conceptual design includes:

- Horizontal / Vertical alignment plans
- Detailed roadway cross sections
- Earthwork estimates
- Drainage improvements
- Map of anticipated ROW needs

**Part 8 PREPARE OPINIONS OF COSTS FOR INFRASTRUCTURE IMPROVEMENTS**

Develop an opinion of costs for all planned infrastructure improvements. For the road improvements develop in Part 7, cost opinions will be based on a more detailed development of plans. For all other improvements, cost opinions will be based on a more broad set of assumptions based on CONSULTANT'S experience in development similar projects.

**Part 9 PREPARE REPORT OUTLINING PROPOSED IMPROVEMENTS**

Once all other parts of the study are complete and the LPA has sufficient information for the study area, CONSULTANT will prepare a report summarizing the activities outlined in the study and provide all exhibits, opinions of costs and other pertinent information.

Once complete, the CONSULTANT will provide the LPA with the following deliverables:

- Three (3) hard copies, each, of all reports, exhibits and maps produced.
- PDF versions of all reports, exhibits and maps produced

**GENERAL REQUIREMENTS:**

- I. Surveys shall at all times comply with the following:
  1. MDOT Survey Manual;
  2. Mississippi Board of Registration for Professional Engineers and Land Surveyor's "Standards of Practice for Surveying" in Mississippi. All traverses and right of way monument locations (being set) shall meet with Class "A" of the standards of practice specifications and traverses shall be properly adjusted according to good surveying practices. Side ties or other locations of improvements or features shall meet the class specification normally required by said minimum standards;
  3. Land Surveying laws as defined in the Mississippi Code of 1972 as well as current case law including interpretations of those laws by the judicial branches of the United States and State of Mississippi governments;
  4. Local Zoning and Subdivision laws and regulations in the project area. (Properties falling within the required right of way are not subject to these regulations. However, the remainder portion of the original tract may be affected by the MDOT acquisitions.); and Specific instructions as required by the Mississippi Department of Transportation on individual Projects.

### EXHIBIT 3

#### FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee with an upset limit for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT's fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this contract. Accordingly, direct salaries chargeable to this contract shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT's allowable indirect costs attributable to this contract. Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT's profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

#### SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for services will not be exceeded for all work under this CONTRACT:

##### Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this contract.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

##### Payroll Additive & Overhead:

The rate, based on the CONSULTANT'S latest governmental audited rate, not to exceed two (2) years, and as approved by MDOT, for payroll additives and overhead shall be computed at 187.20 % (FCCM: 0.23 %) of direct salary cost. This rate shall be used to calculate costs under this CONTRACT and in the preparation of costs estimates for Supplemental Agreements under this CONTRACT. The estimated FCCM for cost proposals in Supplemental Agreements must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM. Final payment of these costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow the CONTRACT'S cost to exceed the maximum limitation stated. Said audit of the CONSULTANT will be conducted by the LPA, or the LPA's designated auditor at the conclusion of the contract in accordance with Federal and LPA requirements.

*All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, 2010, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was*

established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

**Direct Costs:**

The LPA will reimburse the CONSULTANT's actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (i.e. no meal reimbursement when there is no overnight stay).

All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

**Fixed Fee:**

The CONSULTANT's fixed fee shall be **\$ 7,881.06**, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

**Contract Maximums:**

Under no circumstances shall the amount payable by the LPA for this assignment exceed **\$ 80,011.96** (Total of all Charges) without the prior written consent of both parties.

**Comment [BS8]:** Adjusted fee to account for correct mileage rate.

**Fee and Expense Summary**

Labor Cost & Overhead	Direct Cost	Fixed Fee	FCCM	Sub-Consultant	Total
\$65,675.52	\$804.00	\$ 7,881.06	\$ 52.60	\$5,598.79	\$80,011.96

**\*\*See Delineation of Cost Breakdown behind Exhibit 9.**

**EXHIBIT 4**  
SAMPLE INVOICE

LOCAL PUBLIC AGENCY  
ADDRESS  
CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000  
PERIOD \_\_\_\_\_, 20\_\_ THROUGH \_\_\_\_\_, 20\_\_  
PROFESSIONAL SERVICES IN ACCORDANCE WITH  
CONTRACT DATED \_\_\_\_\_, 20\_\_, AS RELATES TO  
PROJECT NO. \_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_ IN \_\_\_\_\_ COUNTY, HIGHWAY \_\_\_\_\_.

CONSULTANT:  
CUSTOMER NUMBER 0000000000 FILE NUMBER 000-000000  
REPORT NUMBER: 000 through 000 FMS NUMBER 000000-000000LPA

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
DIRECT SALARIES	\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

NOTE:

1. \* PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. \*\* DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 000000-000000LPA  
 County \_\_\_\_\_

Employee and Classification	Current Rate of Pay	Current Period Hours	Previous Period Costs	Current Period Costs	Costs To Date
DIRECT LABOR AND DIRECT COSTS					
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
<b>Sub Total</b>		0.00	0.00	0.00	0.00
Payroll Additives (minus FCCM)			0.00	0.00	0.00
<b>Total Labor</b>			0.00	0.00	0.00
Fixed Fee			0.00	0.00	0.00
Payroll additives w/ only FCCM (Direct Labor * FCCM)			0.00	0.00	0.00
Direct Costs			0.00	0.00	0.00
<b>Project Total</b>			0.00	0.00	0.00

## EXHIBIT 5

### NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

**EXHIBIT 6**

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification;
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default; and
  - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
  
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
  - (a) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

**The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.**

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; or
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement; or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**BROWN, MITCHELL & ALEXANDER, INC.**

BY: \_\_\_\_\_  
Dax Alexander, P.E., President

ATTEST: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
Notary

**EXHIBIT 7**

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

***LPA: CITY OF GAUTIER  
JACKSON COUNTY, MS***

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**Samantha D. Abell, City Manager**

**EXHIBIT 8**

**{Intentionally Left Blank}**

EXHIBIT 9

**PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT**

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program\* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

170798  
EEV\* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Officer or Agent

Dax Alexander, P.E. President, Brown, Mitchell & Alexander, Inc.  
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

\* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

**COST BREAKDOWN**

**GAUTIER PLANNING SERVICES  
INTERSTATE 10 @ HIGHWAY 57  
GAUTIER, MISSISSIPPI**

**PHASE A - ENGINEERING STUDY**

**BROWN, MITCHELL & ALEXANDER, INC.:**

Classifications	Estimated Manhours	Hourly Rates	Total per Classification
PRINCIPAL ENGINEER	20	44.71	\$894.20
PROJECT ENGINEER IV	136	38.46	\$5,230.56
PROJECT ENGINEER III	80	34.62	\$2,769.60
PROJECT ENGINEER I	60	28.85	\$1,731.00
CADD MANAGER	54	25.96	\$1,401.84
CADD TECHNICIAN II	112	24.50	\$2,744.00
REG LAND SURVEYOR	48	30.24	\$1,451.52
3-MAN SURVEY CREW	80	46.92	\$3,753.60
SURVEY CREW CHIEF	8	16.40	\$131.20
ADMINISTRATIVE	120	23.00	\$2,760.00
SALARY COSTS			\$22,867.52
OVERHEAD @ 187.20%	(2012 Audited Rate)		\$42,808.00
TOTAL LABOR			\$65,675.52
12% FIXED FEE			\$7,881.06
FCCM @ 0.23%			\$52.60
<b>SUBTOTAL</b>			<b>\$73,609.17</b>
<b>DIRECT COSTS:</b>			
Mileage	400 miles @ .56	\$224.00	
Communications	0 mins @ .20	\$0.00	
Repro/printing	2000 copies @ .20	\$400.00	
Postage/Overnight	5 UPS @ \$20	\$100.00	
Field Supplies		\$80.00	
<b>TOTAL - DIRECT COSTS</b>			<b>\$804.00</b>
<b>TOTAL FEE - BROWN, MITCHELL &amp; ALEXANDER, INC.</b>			<b>\$74,413.17</b>
<b>SUBCONSULTANTS:</b>			
<b>BMI Environmental Services, LLC</b>			
<b>TOTAL - SUBCONSULTANTS</b>			<b>\$5,598.79</b>
<b>TOTAL FEE - PHASE A (ENGINEERING STUDY)</b>			<b>\$80,011.96</b>

**Comment [BS9]:** Corrected mileage rate

**COST BREAKDOWN**

**GAUTIER PLANNING SERVICES  
 INTERSTATE 10 @ HIGHWAY 57  
 GAUTIER, MISSISSIPPI  
 SUBCONSULTANT: BMI ENVIRONMENTAL SERVICES, LLC**

**PHASE A - WETLANDS DELINEATION FOR ENGINEERING STUDY**

**BMI ENVIRONMENTAL SERVICES, LLC**

Classifications	Estimated Manhours	Hourly Rates	Total per Classification
SR ENVIRONMENTAL SCIENTIST	40	60.00	\$2,400.00
ENVIRONMENTAL SCIENTIST	20	21.20	\$424.00

SALARY COSTS		\$2,824.00
OVERHEAD @ 75%	(2012 Audited Rate)	\$2,118.00
TOTAL LABOR		\$4,942.00
12% FIXED FEE		\$593.04
FCCM @ 0.00%		\$0.00
<b>SUBTOTAL</b>		<b>\$5,535.04</b>

**DIRECT COSTS:**

Mileage	125 miles @ .51	\$63.75
Communications	0mins @ .20	\$0.00
Repro/printing	0 copies @ .20	\$0.00
Postage/Overnight	0 UPS @ \$20	\$0.00
Field Supplies		\$0.00

<b>TOTAL - DIRECT COSTS</b>		<b>\$63.75</b>
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<b>TOTAL FEE - BMI ENVIRONMENTAL SERVICES, LLC</b>	<b>\$5,598.79</b>
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**COST BREAKDOWN BY TASKS**

Comment [BS10]: New Sheet – Created Cost Breakdown

**GAUTIER PLANNING SERVICES  
INTERSTATE 10 @ HIGHWAY 57  
GAUTIER, MISSISSIPPI**

**PHASE A - ENGINEERING STUDY**

**BROWN, MITCHELL & ALEXANDER, INC.:**

Scope of Work	Estimated Percent of Fee	Estimated Fee
Part 1 Collect and Analyze Existing Roadway Conditions	5%	\$3,950.00
Part 2 Master Wetlands Delineations	7%	\$5,598.79
Part 3 Develop Concept Alignments of Future Local Transportation Network	20%	\$15,840.00
Part 4 Prioritize Future Roadway Construction	20%	\$15,840.00
Part 5 Topographic and Boundary Surveys	25%	\$19,800.00
Part 6 Develop Drainage Master Plan	5%	\$3,960.00
Part 7 Develop Conceptual Design for Top Priority Roadway Segments	8%	\$6,319.17
Part 8 Prepare Opinions of Probable Costs	5%	\$3,950.00
Part 9 Prepare Report Outlining Proposed Improvements	5%	\$3,950.00
Subtotal	100%	\$79,207.96
Plus Direct Costs		6784.00
<b>TOTAL FEE - PHASE A (ENGINEERING STUDY)</b>		<b>\$79,991.96</b>

804.00  
80,011.96

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

**ORDER NUMBER 151-2014**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to advertise seeking a qualified professional services provider required by the Environmental Protection Agency's 2014 Brownfields Assessment Grant.

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

Motion was made by **Councilwoman Martin** seconded by **Councilman Vaughan** and the following vote was recorded:

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

NAYS:           None

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**MAYOR**

ATTEST:

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2014.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Patty Huffman, Grants & Projects Manager  
**Through:** Chandra Nicholson, Economic Development and Planning Director  
**Date:** June 24, 2014  
**Subject:** Advertisement for Professional Services for Brownfields Assessment Project

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**REQUEST:**

The Economic Development & Planning Department requests authorization to advertise for a Contractor needed for Professional Services related to the City's 2014 Brownfields Assessment Grant from the Environmental Protection Agency (EPA).

**BACKGROUND:**

The City of Gautier received notification from the EPA on May 28, 2014 that Gautier was selected as one of the entities to be awarded a cooperative agreement for two Brownfields assessment grants (\$200,000 for hazardous substances and \$200,000 for petroleum). Professional services will be required for completing an inventory of sites, conducting Phase I and Phase II Assessments, and preparing Quality Assurance Project Plans (QAPPs) as well as Analyses of Brownfield Cleanup Alternatives (ABCA's). The period of performance for this grant is from October 1, 2014 through September 30, 2017. EPA recommended that grantees start the Request for Qualifications process now in order to have a Contractor in place by the start of the grant period.

**RECOMMENDATION:**

The Economic Development and Planning Department recommends that City Council authorize advertisement for professional services related to the City's Brownfields Assessment Project.

The City Council may:

1. Approve advertising for professional services as described above; or
2. Disapprove advertising for professional services.

**ATTACHMENT(S):**

N/A