

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 203 Goodyear Blvd., in said City, Tuesday, January 21, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Lynn Bumpers Jan Stevens, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton. Council Member Tammy Valente was absent.

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

Opening prayer was given by Father Filken, followed by the Pledge of Allegiance led by Mayor Ed Pinero.

ORDER TO APPROVE MINUTES

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to approve the Minutes for the City of Picayune dated January 7, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to acknowledge receipt of monthly Privilege License report for the months of November and December 2013.

Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date	WE
Dep 366720	11/04/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001909	28113		MILLER FARMS	2013-2014 transient license	250.00	11/06/2013	
Dep 366858	11/04/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0000304	28378		CONSIGNMENT FURNITURE LLC	2013-2014 PRIV LICENSE	22.20	11/06/2013	
Dep 387047	11/05/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		28895		MARLENE'S FLEA MARKET,	2013-2014	22.20	11/06/2013	
Dep 387049	11/05/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		27805		ANNIE'S, KINDERGARTEN	2013-2014	22.20	11/06/2013	
Dep 387114	11/05/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001970	29472		HOLLYWOOD NAILS,	2013-2014 PRIV LICENSE	30.00	11/06/2013	
Dep 387308	11/06/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0010976	25651		CITY REXALL DRUGS, INC	2013-2014 priv license	40.00	11/13/2013	
Dep 387492	11/06/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001244	27463		WATTS, TONI L	2013-2014 priv license	22.20	11/13/2013	
Dep 388781	11/12/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0005178	05922		HOWELL, ALVIN J	2013-2014 PRIV LICENSE	22.20	11/13/2013	
Dep 388887	11/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		05562		STUDIO NAILS	2012-2013	24.20	11/13/2013	
Dep 388888	11/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		05562		STUDIO NAILS	2013-2014 priv license	22.20	11/13/2013	
Dep 389167	11/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001599	15209		ATLAS MACHINE& M G .UC	2013-2014 PRIV LICENSE	22.20	11/25/2013	
Dep 390061	11/18/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		27954		ADVANCED LAPAROSCOPIC ASSOC	2013-2014 PRIV LICENSE	20.00	11/25/2013	
Dep 391001	11/21/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0000581	03489		HAYNES, PAMELA	2013-2014 priv license	22.20	11/25/2013	
Dep 391484	11/25/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		27322		STATEN 2, BRUCE	2013-2014 priv license	38.85	11/25/2013	
Dep 391485	11/25/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		12800		STATEN, BRUCE	2013-2014 priv license	22.20	11/25/2013	
Dep 391587	11/25/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		28952		WHEELS OF FORTUNE	2013-2014 priv license	22.20	12/02/2013	
Dep 391978	11/27/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0000264	30138		J J'S THRIFT STORE	2013-2014 PRIV LICENSE	20.00	12/02/2013	
Dep 392832	12/05/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0009404	14899		AMERICAN GLASS SERVICES LLC	2013-2014 priv license	30.00	12/12/2013	
Dep 393017	12/06/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		16137		STONEWALL'S BBQ	2013-2014 PRIV LICENSE	22.40	12/12/2013	
Dep 393563	12/09/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001302	28004		BAYOU II	2013-2014 priv license	20.00	12/12/2013	
Dep 393593	12/09/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0006616	24100		CONSOLIDATED AGGREGATES,	2013-2014 PRIV LICENSE	80.00	12/12/2013	
Dep 394377	12/10/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0004397	00107		BETTY K'S PLACE	2013-2014 PRIV LICENSE	33.60	12/12/2013	
Dep 394492	12/10/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		05973		HAIR GALLERY	2013-2014 PRIV LICENSE	22.00	12/12/2013	
Dep 394519	12/10/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		16211		GIAISE STUDIO	2013-2014 PRIV LICENSE	22.40	12/12/2013	
Dep 394593	12/11/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0000181	29816		HENDRIX AUTO CENTER,	2013-2014 priv license	40.00	12/12/2013	
Dep 394597	12/11/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001071	29115		CRAZY CARLS	2013-2014 pi	22.40	12/12/2013	

Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date	We
Def: 394599	12/11/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001071	29698		HAPPY HOLLY	2013-2014 pl	22.40	12/12/2013	
Def: 394632	12/11/2013	GENERAL FUND - Mail - Is OPERATING		Check	0006803	05371		VARNADO REALTY	2013-2014 pl	20.00	12/12/2013	
Def: 394712	12/11/2013	GENERAL FUND - Mail - Is OPERATING		Check	0018608	00087		FLOWERS BY GEORGIA	2013-2014 pl	22.40	12/12/2013	
Def: 394825	12/12/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001113	29695		GRAY, JAMES L	2013-2014 priv license	22.40	12/17/2013	
Def: 394830	12/12/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001301	29432		TREASURES & MORE INC	2013-2014 PRIV LICENSE	22.40	12/17/2013	
Def: 394915	12/12/2013	GENERAL FUND - Mail - Is OPERATING		Cash		29142		SHO-NUFF BBQ & CATERING	2013-2014 Priv license	22.40	12/17/2013	
Def: 394965	12/12/2013	GENERAL FUND - Mail - Is OPERATING		Check	0002126	01890		HUCK JR, JOHN B	2013-2014 priv license	22.40	12/17/2013	
Def: 395038	12/13/2013	GENERAL FUND - Mail - Is OPERATING		Check	0009277	05202		DAVIS JR, WALTER F	2013-2014 PRIV LICENSE	22.40	12/17/2013	
Def: 395040	12/13/2013	GENERAL FUND - Mail - Is OPERATING		Check	0002751	19834		HIGHLAND PEDIATRICS	2013-2014 PRIV LICENSE	20.00	12/17/2013	
Def: 395041	12/13/2013	GENERAL FUND - Mail - Is OPERATING		Check	0003542	28093		BARK AVENUE,	2013-2014 PRIV LICENSE	20.00	12/17/2013	
Def: 395042	12/13/2013	GENERAL FUND - Mail - Is OPERATING		Check	0009905	04540		GANDY, W F	2013-2014 PRIV LICENSE	20.00	12/17/2013	
Def: 395044	12/13/2013	GENERAL FUND - Mail - Is OPERATING		Cash		28668		THE YUNE IT	2013-2014 PRIV LICENSE	20.00	12/17/2013	
Def: 395967	12/17/2013	GENERAL FUND - Mail - Is OPERATING		Check	0017293	30185		ECOATM, INC		16.70	12/17/2013	
Def: 395968	12/17/2013	GENERAL FUND - Mail - Is OPERATING		Check	0002133	28621		LARRY'S DRY CLEANING BY LOUIS OF MS INC		22.40	12/17/2013	
Def: 395971	12/17/2013	GENERAL FUND - Mail - Is OPERATING		Check	0004330	12395		WHITFIELD, KENT	2013-2014 PRIV LICENSE	30.00	12/17/2013	
Def: 395974	12/17/2013	GENERAL FUND - Mail - Is OPERATING		Cash		24042		PIT LANE OIL CHANGE, LLC,	2013-2014 PRIV LICENSE	22.40	12/17/2013	
Def: 395976	12/17/2013	GENERAL FUND - Mail - Is OPERATING		Check	0004309	14483		QUALITY TECHNICAL SERVICE	2013-2014 PRIV LICENSE	22.40	12/17/2013	
Def: 395978	12/17/2013	GENERAL FUND - Mail - Is OPERATING		Cash		30158		WATER BLUE PROPERTIES LLC,	2013-2014 PRIV LICENSE	20.00	12/17/2013	
Def: 395981	12/17/2013	GENERAL FUND - Mail - Is OPERATING		Check	0000002	30186		TEBO, TARA KELLAR PLLC		20.00	12/17/2013	
Def: 395985	12/17/2013	GENERAL FUND - Mail - Is OPERATING		Check	0005592	30187		CROSSGATES PHYSICAL THERAPY, LLC	2013-2014 PRIV LICENSE	30.00	12/17/2013	
Def: 397016	12/23/2013	GENERAL FUND - Mail - Is OPERATING		Cash		28217		FIREBIBES	2013-2014 PRIV LICENSE	250.00	12/26/2013	
Def: 397089	12/23/2013	GENERAL FUND - Mail - Is OPERATING		Check	0000501	04798		ELMWOOD MANOR APTS	2013-2014 priv license	20.00	12/26/2013	
Def: 397090	12/23/2013	GENERAL FUND - Mail - Is OPERATING		Check	0005423	17380		DEVEREUX & NGUYEN	2013-2014 priv license	36.96	12/26/2013	
Def: 397091	12/23/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001058	29082		ORTHODONTICS R & T SHOPS, LLC,	2013-2014 priv license	50.00	12/26/2013	
Def: 397302	12/26/2013	GENERAL FUND - Mail - Is OPERATING		Cash		30197		J'S AUTO SALES,	2013-2014 PRIV LICENSE	20.00	1/03/2014	

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City of Picayune
Browse Receipts [GENERAL FUND - OPERATING, Mail - Is, by Date]

Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date	We
Dec 397303	12/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001063	29950		DAD'S CAMPER OUTLET	2013-2014 PRIV LICENSE	30.00	1/03/2014	
Dec 397365	12/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		26663		S & M PIT STOP INC,	2013-2014 priv license	39.20	1/03/2014	
Dec 397672	12/27/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001904	19498		ANYTIME FITNESS	2013-2014 PRIV LICENSE	20.00	1/03/2014	
Dec 397673	12/27/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0051103	11845		DUNGAN ENGINEERING, P.A.	2013-2014 PRIV LICENSE	30.00	1/03/2014	
Dec 397738	12/27/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		27517		BARKER, SANDRA	2013-2014 PRIV LICENSE	20.00	1/03/2014	
										1,894.71		

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT

REGULAR MEETING JANUARY 21, 2014

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to acknowledge receipt of monthly Public Records Request report for the months of November and December 2013.

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS NOVEMBER 2013				
<u>DATE</u>	<u>PERSON REQUESTING</u>	<u>SUBJECT MATTER</u>	<u>DATE FILLED/ DENIED</u>	<u>ACTION</u>
11/26/13	PICAYUNE HOUSING AUTHORITY	# 7 FINGERPRINTS	11/30/13	APPROVED
11/26/13	DONNA HOSCH	RECORD'S CHECK	11/26/13	APPROVED
11/26/13	AUGUST DOANE	ACCIDENT REPORT # 2013-11-0360	11/26/13	APPROVED
11/26/13	ARRIE GODWIN	ACCIDENT REPORT # 2013-11-1616	11/26/13	APPROVED
11/26/13	BRANDON BAILEY	ACCIDENT REPORT # 2013-11-1530	11/26/13	APPROVED
11/26/13	PRS, INC.	ACCIDENT REPORT # 2013-11-1301	11/26/13	APPROVED
11/26/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-0205	11/26/13	APPROVED
11/25/13	UNITED STATES DISTRICT COURT	RECORD'S CHECK ON ALAN PAUL BLACHE	11/25/13	APPROVED
11/25/13	US DISTRICT COURT	RECORD'S CHECK X 2	11/25/13	APPROVED
11/25/13	MANDY SOMERHALDER	ACCIDENT REPORT # 2013-11-1465	11/25/13	APPROVED
11/22/13	CITY OF PICAYUNE	RECORD'S CHECK	11/22/13	APPROVED
11/25/13	JASMINE ALEXIS DUCRE	RECORD'S CHECK	11/25/13	APPROVED
11/22/13	JOAN AURES	ACCIDENT REPORT # 2013-11-1454	11/22/13	APPROVED
11/21/13	UNITED STATES DISTRICT COURT	RECORD'S CHECK	11/21/13	APPROVED
11/20/13	FARM BUREAU	ACCIDENT REPORT # 2013-11-0555	11/20/13	APPROVED
11/20/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-0360	11/20/13	APPROVED
11/20/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-0993	11/20/13	APPROVED
11/20/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-0065	11/20/13	APPROVED
11/20/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-0956	11/20/13	APPROVED
11/20/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-0768	11/20/13	APPROVED
11/20/13	PRS, INC.	ACCIDENT REPORT # 2013-11-0956	11/20/13	APPROVED
11/20/13	DANIEL SUMRALL	ACCIDENT REPORT # 2013-11-1107	11/20/13	APPROVED
11/20/13	CONNIE HINMAN	ACCIDENT REPORT # 2013-10-2494	11/20/13	APPROVED
11/19/13	BARBARA CROAS	ACCIDENT REPORT# 2013-09-2009	11/19/13	APPROVED
11/19/13	LAWANDA LEE JACKSON FOR BETTY COLE	ACCIDENT REPORT # 2013-11-1077	11/19/13	APPROVED
11/19/13	NICHOLSON ARMS APARTMENTS	RECORD'S CHECK ON LASHONA LEWIS	11/19/13	APPROVED
11/19/13	NANCY ODOM	ACCIDENT REPORT # 2013-11-1072	11/19/13	APPROVED
11/18/13	VIC VILLANOVA	ACCIDENT REPORT # 2013-11-1140	11/18/13	APPROVED
11/15/13	FARM BUREAU	ACCIDENT REPORT # 2013-10-0054	11/15/13	APPROVED
11/15/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-0351	11/15/13	APPROVED
11/15/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-0698	11/15/13	APPROVED
11/15/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-0504	11/15/13	APPROVED
11/15/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-10-2320	11/15/13	APPROVED
11/15/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-04-2738	11/15/13	APPROVED
11/15/13	MORRIS BART. LTD	ACCIDENT REPORT # 2013-10-2124	11/15/13	APPROVED
11/15/13	OREY FRIERSON	ACCIDENT REPORT # 2013-11-0057	11/15/13	APPROVED
11/14/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-0344	11/14/13	APPROVED
11/14/13	FARM BUREAU	ACCIDENT REPORT # 2013-11-0151	11/14/13	APPROVED
11/14/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT #2013-10-2005	11/14/13	APPROVED
11/14/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-10-2320	11/14/13	APPROVED

REGULAR MEETING JANUARY 21, 2014

11/14/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-11-0300	11/14/13	APPROVED
11/14/13	ST TAMMANY PARISH DA	RECORD'S CHECK	11/14/13	APPROVED
11/13/13	MICHAEL KRIEG	ACCIDENT REPORT # 2013-11-0784	11/13/13	APPROVED
11/13/13	MALLORY WHITFIELD	INCIDENT REPORT # 2013-10-2494	11/13/13	APPROVED
11/13/13	RYAN JONES	INCIDENT REPORT # 2013-09-1629	11/13/13	APPROVED
11/12/13	PAUL THIBODEAUX	ACCIDENT REPORT # 2013-11-0557	11/12/13	APPROVED
11/18/13	RALPH PARKS	ACCIDENT REPORT # 2013-11-0956	11/18/13	APPROVED
11/12/13	KIMBERLEE PALMER	ACCIDENT REPORT # 2013-11-0803	11/12/13	APPROVED
11/12/13	JERRY MICHEAL BABB	RECORD'S CHECK	11/12/13	APPROVED
11/12/13	HANCOCK CO YOUTH COURT	RECORD'S CHECK X 2	11/12/13	APPROVED
11/12/13	NANCEY DOANE	ACCIDENT REPORT # 2013-11-0360	11/12/13	APPROVED
11/12/13	CAVASIA JEANE TROTTER	RECORD'S CHECK	11/12/13	APPROVED
11/08/13	ADVANTAGE INSURANCE	ACCIDENT REPORT # 2013-10-2521	11/08/13	APPROVED
11/08/13	DONALD RUSH	ACCIDENT REPORT # 2013-11-0351	11/08/13	APPROVED
11/08/13	JOYCE CUEVAS	ACCIDENT REPORT # 2013-11-0360	11/08/13	APPROVED
11/12/13	F.B.I. NICS	INCIDENT REPORTS	11/12/13	APPROVED
11/07/13	USDC SOUTHERN DISTRICT	RECORD'S CHECK X 5	11/07/13	APPROVED
11/07/13	JOSHUA SPARKS	RECORD'S CHECK	11/07/13	APPROVED
11/07/13	USDC GULFPORT OFFICE	RECORD'S CHECK X 5	11/07/13	APPROVED
11/07/13	VALERIE PACE	ACCIDENT REPORT # 2013-10-0853	11/07/13	APPROVED
11/06/13	CARLA NORMAND	RECORD'S CHECK	11/06/13	APPROVED
11/06/13	SHAD NORMAN	RECORD'S CHECK	11/06/13	APPROVED
11/05/13	CIERRA WASHINGTON	RECORD'S CHECK	11/08/13	APPROVED
11/05/13	DESSIE GRAY	ACCIDENT REPORT # 2013-10-2335	11/05/13	APPROVED
11/05/13	SHELL GAS STATION	ACCIDENT REPORT # 2013-11-0150	11/05/13	APPROVED
	LEXIS NEXIS	ACCIDENT REPORT # 2013-10-1692		APPROVED
	LEXIS NEXIS	ACCIDENT REPORT # 2013-10-0621		APPROVED
	LEXIS NEXIS	ACCIDENT REPORT # 2013-09-0635		APPROVED
11/05/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-09-2014	11/05/13	APPROVED
11/05/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-09-2014	11/05/13	APPROVED
11/05/13	SAFWAY INSURANCE COMPANY	ACCIDENT REPORT # 2013-10-2343	11/08/13	APPROVED
11/04/13	KENNETH PERNELL	ACCIDENT REPORT # 2013-10-2335	11/04/13	APPROVED
11/04/13	SYLVIA EICHELBERGER	ACCIDENT REPORT # 2013-10-2005	11/04/13	APPROVED
11/01/13	CRYSTAL LAWRENCE	ACCIDENT REPORT # 2013-09-1862	11/01/13	APPROVED
11/01/13	WILLIE T ABSTON LLC	ACCIDENT REPORT # 2013-10-1293	11/01/13	APPROVED
11/01/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-06-2141	11/01/13	APPROVED
11/01/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-07-1214	11/01/13	APPROVED
11/01/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-10-2036	11/01/13	APPROVED
11/01/13	MIKE DONNELLY/POPEYE'S	INCIDENT REPORT # 2013-10-2334	11/01/13	APPROVED
11/01/13	ROBERT & DEBORAH SENTILLES	#2 RECORD'S CHECKS	11/01/13	APPROVED
11/01/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-10-2005	11/01/13	APPROVED
11/01/13	LEXIS NEXIS	INCIDENT REPORT # 2013-10-1927	11/01/13	APPROVED
11/01/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-10-1906	11/01/13	APPROVED

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS DECEMBER 2013				
DATE	PERSON REQUESTING	SUBJECT MATTER	DATE FILLED/ DENIED	ACTION

REGULAR MEETING JANUARY 21, 2014

12/31/13	PICAYUNE HOUSING AUTHORITY	# 12 FINGERPRINTS	12/31/13	APPROVED
12/30/13	RHONDA QUIGLEY	RECORD'S CHECK	12/30/13	APPROVED
12/30/12	USDC SOUTHERN DISTRICT	RECORD'S CHECK	12/30/13	APPROVED
12/27/13	JEANETTE ARTHUR	ACCIDENT REPORT # 2013-12-0012	12/27/13	APPROVED
12/27/13	CAITLYN LANDRUM	ACCIDENT REPORT # 2013-12-1590	12/27/13	APPROVED
12/23/13	GRETCHEN PROCELL	RECORD'S CHECK	12/23/13	APPROVED
12/23/13	SELMA BEVERLY	ACCIDENT REPORT # 2013-12-1285	12/23/13	APPROVED
12/16/13	MATTHEW C RAPHAEL	BACKGROUND CHECK	12/16/13	APPROVED
12/18/13	MARY JACKSON	ACCIDENT REPORT # 2013-11-1616	12/18/13	APPROVED
12/18/13	MAX, MELYNDA & JAMES MOSELEY	RECORD'S CHECK	12/18/13	APPROVED
12/18/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-10-2243	12/18/13	APPROVED
12/18/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-0360	12/18/13	APPROVED
12/18/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-1072	12/18/13	APPROVED
12/18/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-1071	12/18/13	APPROVED
12/18/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-1872	12/18/13	APPROVED
12/18/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-12-0012	12/18/13	APPROVED
12/18/13	MICHAEL GIBSON	ACCIDENT REPORT # 2013-11-0057	12/18/13	APPROVED
12/17/13	KELVIN MAY	ACCIDENT REPORT # 2013-11-0205	12/17/13	APPROVED
12/17/13	MORRIS BART, LTD	ACCIDENT REPORT # 2013-12-0267	12/17/13	APPROVED
12/17/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-12-0527	12/17/13	APPROVED
12/17/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-12-0621	12/17/13	APPROVED
12/17/13	LEXIS NEXIS	INCIDENT REPORT # 2013-09-0807	12/17/13	APPROVED
12/17/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-12-0418	12/17/13	APPROVED
12/17/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-0267	12/17/13	APPROVED
12/17/13	SAFEWAY INSURANCE	ACCIDENT REPORT # 2013-12-0337	12/17/13	APPROVED
12/17/13	PROGRESSIVE INSURANCE	ACCIDENT REPORT # 2013-11-2214	12/17/13	APPROVED
12/17/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-12-0030	12/17/13	APPROVED
12/16/13	CENTRAL MS DEPT OF CORRECTIONS	INCIDENT REPORT # 2013-11-1864	12/16/13	APPROVED
12/13/13	LA PROBATIONS & PAROLE	POLICE REPORT	12/13/13	APPROVED
12/13/13	DEVIN MITCHELL	ACCIDENT REPORT # 2013-11-0300	12/13/13	APPROVED
12/13/13	THEODORE STONE	ACCIDENT REPORT # 2013-12-0606	12/13/13	APPROVED
12/13/13	JASON C LUCAS	ACCIDENT REPORT # 2013-12-0393	12/13/13	APPROVED
12/12/13	SESSIONAL MARKS	ACCIDENT REPORT # 2013-11-2214	12/12/13	APPROVED
12/12/13	JAMES KELLAR	ACCIDENT REPORT # 2013-12-0431	12/12/13	APPROVED
12/12/13	JOSE JAVIER TORRES	RECORD'S CHECK	12/12/13	APPROVED
12/12/13	MICHEAL MORRISON	RECORD'S CHECK	12/12/13	APPROVED
12/12/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-11-0698	12/12/13	APPROVED
12/12/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-11-0300	12/12/13	APPROVED
12/12/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-11-0605	12/12/13	APPROVED
12/12/13	MDHS CHILD SUPPORT	RECORD'S CHECK	12/12/13	APPROVED
12/12/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-11-0360	12/12/13	APPROVED
12/12/13	USDC SOUTHERN DISTRICT	RECORD'S CHECK X 2	12/12/13	APPROVED
12/12/13	INVESTIGATIVE SERVICE GROUP	RECORD'S CHECK	12/12/13	APPROVED
12/12/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-11-1077	12/12/13	APPROVED
12/12/13	CRYSTAL GABALDON	ACCIDENT REPORT # 2013-13-0267	12/12/13	APPROVED
12/11/13	ROBERT ELLIS JR	ACCIDENT REPORT # 2013-12-0527	12/11/13	APPROVED
12/11/13	PETER CAMPBELL	ACCIDENT REPORT # 2013-11-1530	12/11/13	APPROVED
12/09/13	LA PROBATIONS & PAROLE	POLICE REPORT	12/09/13	APPROVED
12/09/13	TANYA TETU	ACCIDENT REPORT # 2013-12-0418	12/09/13	APPROVED

REGULAR MEETING JANUARY 21, 2014

12/09/13	MDOC	COPY OF POLICE RECORD	12/09/13	APPROVED
12/09/13	DOUG DILLARD	ACCIDENT REPORT # 2013-12-0267	12/09/13	APPROVED
12/06/13	FARM BUREAU	ACCIDENT REPORT # 2013-10-2020	12/06/13	APPROVED
12/06/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-1069	12/06/13	APPROVED
12/06/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-1687	12/06/13	APPROVED
12/06/13	GLORIA COLEMAN	ACCIDENT REPORT # 2013-12-0159	12/06/13	APPROVED
12/06/13	CARR INSURANCE	ACCIDENT REPORT # 2013-10-2005	12/06/13	APPROVED
12/06/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-1620	12/06/13	APPROVED
12/06/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-09-1788	12/06/13	APPROVED
12/06/13	HELEN KELLER	ACCIDENT REPORT # 2013-10-2005	12/06/13	APPROVED
12/06/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-1530	12/06/13	APPROVED
12/05/13	PROGRESSIVE INSURANCE	ACCIDENT REPORT # 2013-11-2027	12/05/13	APPROVED
12/06/13	STEVEN MOFFETT	ACCIDENT REPORT # 2013-11-1560	12/06/13	APPROVED
12/06/13	MCHARD & ASSOCIATE, P.L.L.C.	ACCIDENT REPORT # 2012-04-0247	12/06/13	APPROVED
12/05/13	RUSSELL MICHAEL WALKER	OUT OF THE COUNTRY RECORD'S CHECK	12/05/13	APPROVED
12/05/13	JEFF MONTALBERO	RECORD'S CHECK	12/05/13	APPROVED
12/05/13	USDC SOUTHERN DISTRICT	RECORD'S CHECK	12/05/13	APPROVED
12/05/13	SUSAN MCKEE	RECORD'S CHECK	12/05/13	APPROVED
12/04/13	HOMER C SMITH	ACCIDENT REPORT # 2013-12-0012	12/04/13	APPROVED
12/04/13	PEARL RIVER COUNTY YOUTH COURT	RECORD'S CHECK	12/04/13	APPROVED
12/04/13	US DISTRICT COURT	RECORD'S CHECK	12/04/13	APPROVED
12/03/13	GAIL WOODS	ACCIDENT REPORT # 2013-11-1827	12/03/13	APPROVED
12/03/13	FREDERICK DENNY	ACCIDENT REPORT # 2013-08-0250	12/03/13	APPROVED
12/02/13	PICAYUNE HOUSING AUTHORITY	RECORD'S CHECK ON LILLIE WILLIAMS	12/02/13	APPROVED
12/02/13	THERESHA HURD	RECORD'S CHECK	12/02/13	APPROVED
12/02/13	GWENDOLYN SUE MILLER-CUZZORT	RECORD'S CHECK	12/02/13	APPROVED
12/02/13	NORMAN BRADLEY	ACCIDENT REPORT # 2013-11-0956	12/02/13	APPROVED

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR AND COUNCIL TO TRAVEL TO WASHINGTON, D.C.

Motion was made by Council Member Breland, seconded by Council Member Bumpers to authorize Mayor and Council to travel to Washington, D.C. February 13-16, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE PROPOSAL FROM BUTLER SNOW TO PROVIDE GOVERNMENTAL RELATIONS LEGAL COUNSEL SERVICE

Motion was made by Council Member Breland, seconded by Council Member Bumpers to approve proposal from Butler Snow to provide Governmental Relations Legal Counsel services and authorize Mayor to sign the same.

BUTLER | SNOW

January 2, 2014

VIA E-MAIL (preplanning@yahoo.com)

Mayor Ed Pinero
City of Picayune
815 N. Beech Street
Picayune, Mississippi 39466

Re: City of Picayune
Governmental Relations Legal Counsel

Dear Mayor Pinero:

On behalf of the firm, I want to thank the City of Picayune ("City") for considering Butler Snow, LLP to act as its counsel. We are honored to serve in this capacity.

Attached is our proposal to provide Governmental Relations counseling in Washington D.C. on behalf of the City. This agreement will be effective for a one-year period beginning February 1, 2014 through January 31, 2015.

We will bill you for our services rendered each month in the amount of \$1,500 plus expenses. Bills are payable upon receipt, but in no event later than the last day of each month in which the statement is rendered. If there are ever any questions or comments regarding our monthly statements, please call me, and I will be glad to discuss them.

You have the right to discharge us, and we have the right to withdraw, for any reason at any time upon reasonable notice. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal.

In the event of our withdrawal or discharge, we will be entitled to retain any fees for services provided before the date of our withdrawal or discharge, as well as to compensation for the reasonable value of our services actually rendered. We also will be entitled to reimbursement of any costs and expenses paid or incurred on your behalf up to the effective date of withdrawal or discharge.

In the event any dispute arising out of or relating to this agreement cannot be resolved amicably between the parties, the parties shall endeavor first to resolve any such disputes by

Post Office Box 6010
Ridgeland, MS 39158-6010

MICHAEL D. CAPLES
601.985.4412
michael.caples@butlersnow.com

Suite 1400
1020 Highland Colony Parkway
Ridgeland, MS 39157

T 601.948.5711 • F 601.985.4500 • www.butlersnow.com

BUTLER SNOW LLP

Mayor Ed Pinero
January 2, 2014
Page 2

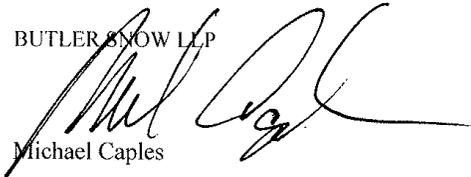
mediation under the Mediation Procedure of the CPR Institute for Dispute Resolution. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any controversy or claim arising out of or relating to this contract or the breach, termination or validity thereof, which remains unresolved 45 days after appointment of a mediator, shall be finally resolved by arbitration by a sole arbitrator in accordance with the CPR Rules for Non-Administered Arbitration, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

I believe this letter and accompanying proposal accurately reflects our understanding as to both the scope and the terms and conditions of our representation. If you are in agreement with these terms, please have the Board approve it at the next meeting, sign at the bottom of this letter and return it to us as soon as possible. If it does not, please advise me in writing as soon as possible.

On behalf of the firm, I want to thank the City of Picayune again for selecting us to serve as its legal counsel.

Sincerely,

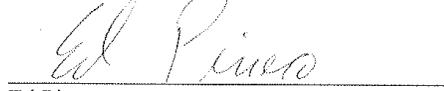
BUTLER SNOW LLP



Michael Caples

MDC:aac
Enclosure

I agree to the terms outlined above:



Ed Pinero, Mayor
City of Picayune

18881347

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR'S SIGNATURE ON PROBATION SERVICES CONTRACT

Motion was made by Council Member Breland, seconded by Council Member Gouquet to authorize Mayor's signature on Professional Probation Services Contract.

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this 21ST day of JANUARY, 2014, by and between the CITY OF PICAYUNE, A MISSISSIPPI MUNICIPALITY, Picayune, Mississippi (hereinafter referred to as the "CITY") and PROFESSIONAL PROBATION SERVICES, INC., A GEORGIA CORPORATION (hereinafter referred to as "PPSI"), through the duly authorized representatives and/or agents for both the CITY and PPSI.

RECITALS

WHEREAS, the City recognizes its responsibilities to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the City; and

WHEREAS, the Parties hereto deem it in their respective best interest and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Judge of the City of Picayune Municipal Court (hereinafter "COURT").

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the Parties hereto agree as follows, to-wit:

DESIGNATION BY THE COURT

The City shall designate PPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the standards and qualifications as set forth by the Court as described by Exhibit "A" attached hereto and incorporated herein.
- B. Operate under the conditions as agreed to by and between PPSI and the Court, as more fully set forth in the Specifications for Probation Services attached hereto, and incorporated herein by reference as Exhibit "B".
- C. Provide such services as specifically set forth in the Specifications for Probation Services, for referenced for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.
- E. Maintain individual files for each offender participating in PPSI's programs. The files will be maintained in a secured, locked room.
- F. Provide timely and prompt reports as are, or may be required by the Court

- during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in during the period of the Contract, which include but are not limited to, statistical reports and caseload data to assure that PPSI is providing program services and maintaining records reflective of good business practice.
 - H. Make fiscal program records available within three (3) working days for review and maintain financial records reflective of good business practice.
 - I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
 - J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court.
 - K. Submit a monthly written report to the designee(s) of the Court and City on the amount of Court fines, costs and restitution Court ordered and

collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, restitution, and other conviction related costs. The monthly reports for the previous month shall be provided to the Court and City by the fifth day of the following month.

- L. Tender all Court fines, cost and restitution ordered and collected during the previous month from the offender to the City by the fifth day of the following month.
- M. Comply with all laws regarding confidentiality of offender records.
- N. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand (\$100,000.00) dollars as surety for the satisfactory performance of the Contract.
- O. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the 1st day of February, 2014, and shall continue until 31st day of January, 2015, provided that the Contract may be renewed by the City for additional one (1) year terms on each anniversary date of this Contract under the same terms and conditions as provided herein, not to extend beyond June 30, 2017.

Notwithstanding anything herein to the contrary, this Contract may be terminated by the City at any time, with or without cause, upon sixty (60) days prior written notice of intent to terminate delivered to PPSI. PPSI may terminate this contract at any time,

with or without cause, upon ninety (90) days prior written notice of intent to terminate delivered to the Court and City.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City. The Fee Schedule referred to herein is attached hereto and incorporated herein as Exhibit "C".

DEFICIENCIES IN SERVICE

In the event the Court or City determines there are deficiencies in the service and work provided by PPSI, the Court or City shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, each such question shall be submitted for resolution to the Attorney for the City or his/her appointee.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the City may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The City shall provide PPSI with a written receipt of those items over which the City assumes exclusive control.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon three (3) working days prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the last two (2) years.

INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- \$100,000 each accident - \$500,000 each occurrence
General Liability	- \$1,000,000 each occurrence
Personal & Advertising Injury	- \$1,000,000 each occurrence
Professional Liability	- \$1,000,000 each occurrence

PPSI shall provide proof upon request by either the City or the Court as to the existence of the insurance policies.

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the Court nor the City shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any act or omission of PPSI, its employees, agents or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the Court and the City, their officials, appointees, employees, agents or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with the services performed by PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents or representatives.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the Court and City. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any Court, City, State or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the City/Court: James I. Luke, City Manager
City of Picayune
203 Goodyear Blvd.
Picayune, MS 39466

As to PPSI: John C. Cox, President
Professional Probation Services, Inc.
1770 Indian Trail Road, Suite 350
Norcross, GA 30093

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other Party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the Parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the Parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by all Parties hereto.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their seals on this, the 21st day of JANUARY, A.D., 2014.

**CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY**



EDWARD PINERO, MAYOR

ATTEST:



AMBER HINTON, CITY CLERK

PROFESSIONAL PROBATION SERVICES, INC.

JOHN C. COX, PRESIDENT (SEAL)



STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the 21 day of January, 2014, within my jurisdiction, the within named ED PINERO and AMBER HINTON, who acknowledged that they are the Mayor and City Clerk of the CITY OF PICAYUNE, a Mississippi Municipal Corporation, respectively, and that in said representative capacity they executed the above and foregoing CONTRACT, after first having been duly authorized so to do.


Leslie Leann Smith
NOTARY PUBLIC

My Commission Expires:
November 7, 2017

STATE OF _____)
)
COUNTY OF _____)

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the _____ day of January, 2014, within my jurisdiction, the within named JOHN C. COX who acknowledged that he is the President of PROFESSIONAL PROBATION SERVICES, INC. A Georgia Corporation, and that in said representative capacity they executed the above and foregoing CONTRACT, after first having been duly authorized so to do by said Corporation.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"

UNIFORM STANDARDS OF PROBATION SUPERVISION

1. All PPSI probation officers will be at least 21 years of age at the time of appointment.
2. PPSI will employ at least one supervisor of private probation officers with a minimum of five (5) years experience in corrections, parole or probation services.
3. No person convicted of a felony will be employed as a private probation officer, use the title private probation officer or otherwise be responsible for the supervision of probationers.
4. PPSI will complete record checks on all staff in accordance with its standard operating procedures.
5. The City or Court shall have the express right to reject proposed employees of PPSI in Picayune, MS.
6. PPSI will supervise all probated cases sentenced by the Court unless Court specifically exempts any cases from such probation supervision. PPSI will also supervise indigent cases when determined by the Court. These cases will not be charged the standard probation fee, but will still be offered all PPSI services.
7. Probationers not complying with the terms set forth in the Court order will be returned to the Court, at which time the probation officer will testify as to the circumstances of the case, giving the probationer full opportunity to refute any or all points. The probation officer will then comply with the Court's ruling in reference to sentencing or possible revocation of probation.
8. Probationers who pay their entire fine and Court costs within 30 days of the sentencing date will not be charged a probation supervision fee by PPSI, although they would be responsible for a \$10 set up fee.
9. PPSI shall comply with all provisions of local, state and federal law.

EXHIBIT "B"

SERVICES PROVIDED BY PPSI

1. Attend regularly scheduled court sessions for the purpose of obtaining sentencing information and personal history information for each offender placed on probation by the Court.
2. Conduct an initial interview with each probationer at the time of his or her sentencing for the purposes of explaining the scope of the court order relative to fines, fees, and or restitution imposed as well as requirements and conditions for probation supervision.
3. Monitor offenders for compliance with terms and conditions of probation as required by the Court notifying the Court of any non-compliance.
4. If requested by the Court to do so, collect from probationers Court ordered fines, restitutions and other costs associated with the Court and disburse said monies as follows, to-wit:
 - A. Restitution shall be paid to PPSI, who will disburse monies directly to the victim, as directed by the Court.
 - B. All fines, surcharges and other fees shall be paid to PPSI who will disburse monies to the City as directed by the City.
5. Prepare referrals and lend assistance to probationers either ordered to receive or desiring employment assistance or counseling.
6. Coordinate community service work as required as a condition of probation by the Court. The City/Court will define the work mission for all community service. PPSI will coordinate only that community service work that is reasonably consistent with those duties performed by regular City employees.
7. Maintain case files on each probationer regarding compliance with the terms and conditions of probation, reporting dates, field contacts as they occur and in the amounts and dates of monies collected.
8. Provide reports to the Court regarding compliance and payment information as requested.
9. PPSI shall supervise all persons assigned to probation by the Court with a ration of probationers to staff of no greater than 250 to 1.

REGULAR MEETING JANUARY 21, 2014

10. PPSI shall maintain professional liability insurance in an amount not less than one million (\$1,000,000.00) dollars as well as add the City as an additional insured and assure the City is named therein as an additional loss payee.
11. Each probationer placed on probation under the supervision of PPSI will be required to meet with their assigned probation officer at least every thirty (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 (referred to as "intensive" supervision).
12. Any modification of the original court sentence will be decided by the Court.
13. PPSI may recommend to the Court early probation release if a probationer has fulfilled all Court ordered requirements and paid all fines. Any remaining fees will not be assessed against the probationer if the Court grants early release.



EXHIBIT
C

Specifications for Services and Fee Schedule- Mississippi

Basic Probation Supervision	\$40.00 per month; \$10.00 one-time set up fee
Pay Only Supervision	First Month Free- \$35.00 Thereafter; \$10.00 one-time set up fee payable upon second month.
Intensive Probation Supervision	\$45.00 per month with field visits -\$10.00 one-time set up fee
City Ordinance Supervision	\$40.00 Per Month - \$10.00 one-time set up fee
Voice Verification Supervision	\$50.00 Per Month -\$10.00 one-time set up fee
Indigent Supervision	\$0.00 - As Ordered by the Court - NO SET UP FEE
Pre-Trial Supervision	<p>LEVEL ONE (\$40.00 per month) 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>LEVEL TWO (\$10.00 per day) Defendants are monitored electronically using the PPS anklet monitor which enforces <i>house arrest and curfew</i> on a set schedule approved by the Court. The in-house monitoring unit also screens the defendant for alcohol use and reports results immediately to the PPS monitoring station. Defendants also must <i>report weekly to a PPS office</i> location and submit to random urinalysis screenings (included in fee).</p> <p>LEVEL THREE (\$11.00 per day) Defendants are monitored <i>24/7 by global positioning satellite (GPS)</i> with transdermal alcohol testing. PPS requires a <i>face to face visit with each defendant</i> at our office location twice monthly and can administer drug screens.</p>
Now What? Course (Cognitive Restructuring)	\$25.00 per session
Electronic Monitoring	<p>Anklet Monitoring with Curfew Enforcement and Voice Verification (\$7.00 per day)</p> <p>Anklet Monitoring with Curfew Enforcement, Voice Verification, and Remote Breath Alcohol Testing (\$9.25 per day)</p> <p>Active GPS Monitoring with Exclusionary Zone and Transdermal Alcohol Testing (\$11.00 per day)</p>
5 Panel Drug Screen	\$15.00
Pre-Sentence Investigation	No Cost
Community Service Work Coordination	No Cost
Community Service Liability Insurance (Optional)	\$10.00 - regardless of hours ordered
Restitution Collection - Direct Disbursement to Victim	No Cost

REGULAR MEETING JANUARY 21, 2014

Court On-Line Access to the PPSI Offender Management Computer Program	No Cost for 24/7 Internet Access to all Offender Data and Activity
Transfer of Supervision	No Cost to any of our more than 40 nationwide locations
Domestic Violence Workshop	\$25.00 per session
Anger Control Workshop	\$25.00 per session
Youthful Offender Workshop	\$25.00 per session
Job Skills, Resume Course and Job Placement	No Cost
Under the Influence (for adults)	\$75.00
Alcohol-Wise JV (for juveniles)	\$75.00
Marijuana 101	\$75.00
STOPLifting.com	\$75.00
Parent Alcohol and Drug Education Course (Parent-Wise)	\$75.00

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO APPLY FOR ALCOHOL COUNTERMEASURES GRANT FY15

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to approve request to apply for Alcohol Countermeasures Grant FY15 and authorize Mayor to sign all related documents.

The following roll call was made:

VOTING YEA: Council Members Bumpers, Stevens, Breland and Gouguet

VOTING NAY: Mayor Ed Pinero

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO APPLY FOR OCCUPATION PROTECTION GRANT FY15

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve request to apply for Occupation Protection Grant FY15 and authorize Mayor to sign all related documents.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE SPECIAL USE PERMIT TO ROSABELL'S SOUTHERN KITCHEN

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to approve Special Use Permit to RosaBell's Southern Kitchen located at 1824 Hwy 11 N under Ordinance No. 882 for Alcoholic Beverages less than 5% including beer and light wine.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO OPEN PUBLIC HEARING FOR PROPERTY CLEAN UP

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to open public hearing for property clean up.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE WESTCHESTER DRIVE PARCEL 6172030000002100 A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to declare Westchester Drive parcel 6172030000002100 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO CLOSE HEARING ON PROPERTY CLEAN UP

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to close hearing on property clean up.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE SURPLUS OF LOCKERS PREVIOUSLY DONATED TO PUBLIC WORKS BY PEARL RIVER CENTRAL HIGH SCHOOL

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve request to surplus student lockers previously donated to Public Works department by Pearl River Central High School.

The following roll call was made:

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

VOTING NAY: None

- procedures.
5. The City and the Contractor entered into a Demolition Contract upon the terms and conditions as set forth therein on the 31st day of JANUARY, A.D., 2013.
 6. That due to delays caused by weather and other unforeseen site conditions, the City and Contractor desire to extend the original completion date of the Demolition Contract previously entered into between the City and the Contractor, as set forth hereafter, to-wit:

AMENDMENT(S) TO DEMOLITION CONTRACT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, an other good and valuable consideration(s), the receipt and sufficiency of which is acknowledged herein, the City and the Contractor do hereby agree, contract and covenant to amend, and do hereby amend the Demolition Contract previously executed by the City and the Contractor as follows, to-wit:

.....

7. PERFORMANCE SCHEDULE

.....

3. The Demolition Contract previously executed by the City and Contractor shall be completely performed by the Contractor no later than March 5, 2014.

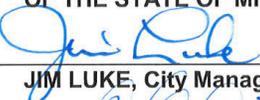
.....

27. EFFECT OF AMENDMENT(S)

1. The Parties do hereby agree the terms and provisions of the Demolition Contract previously entered into between the City and Contractor and not otherwise amended pursuant to this Agreement as forth above, shall remain in full force and effect as set forth in said Demolition Contract referred to and adopted herein by reference.

IN WITNESS WHEREOF, the undersigned and duly authorized representatives for the **CITY OF PICAYUNE, A MISSISSIPPI MUNICIPALITY**, and the Contractor, **BEAN EXCAVATING and DIRT WORK, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY**, do hereby enter into, contract, covenant and agree on this, the 31st, day of JANUARY, A.D., 2014.

THE CITY OF PICAYUNE, A MISSISSIPPI MUNICIPALITY AND A POLITICAL SUBDIVISION OF THE STATE OF MISSISSIPPI, GRANTEE

BY: 

JIM LUKE, City Manager, City of Picayune

BY: 

AMBER HINTON, City Clerk, City of Picayune

BEAN EXCAVATING and DIRT WORK, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY CONTRACTOR:

BY: 

JAMIE BEAN, AUTHORIZED MANGER AND MEMBER

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

Personally came and appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named **JAMIE BEAN**, who acknowledged to me that he is the Manager/Member, of **THE CITY OF PICAYUNE, A MISSISSIPPI MUNICIPALITY AND A POLITICAL SUBDIVISION OF THE STATE OF MISSISSIPPI**, and as its act and deed, they signed, executed and accepted the foregoing Amendment to Demolition Agreement on the day, in the year, and for the purposes therein contained after first having been duly authorized by said Mississippi Municipality to do so.

GIVEN under my hand and official seal of office, upon this, the 31 day of January, A.D., 2014.

Leslie Leann Smith

Notary Public

My Commission Expires:
November 17, 2017

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)



Personally came and appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named **JAMIE BEAN**, who acknowledged to me that he is the **MANAGER/MEMBER**, of **BEAN EXCAVATING and DIRT WORK, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY**, and as its act and deed, they signed, executed and accepted the foregoing Amendment to Demolition Agreement on the day, in the year, and for the purposes therein contained after first having been duly authorized by said Mississippi Limited Liability Company to do so.

GIVEN under my hand and official seal of office, upon this, the 31 day of January, A.D., 2014.

Leslie Leann Smith

Notary Public

My Commission Expires:
November 17, 2017

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)



The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE THE PRELIMINARY ENGINEERING CONTRACT FOR THE MEMORIAL BLVD OVERLAY AND HWY 43 LIGHTING PROJECT

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to approve the Preliminary Engineering Contract for the STP-0400-00 (030) LPA 106715-701000 Memorial Blvd Overlay and Hwy 43 Lighting Project.

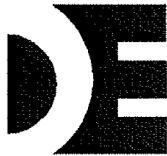
THE CITY OF PICAYUNE
PRELIMINARY ENGINEERING CONTRACT
FOR
CITY OF PICAYUNE –
MEMORIAL BOULEVARD OVERLAY AND
HIGHWAY 43 NORTH LIGHTING
PROJECT NO. STP-0400-00(030) LPA106715-701000
PEARL RIVER COUNTY, MS

PICAYUNE, MS

JANUARY 2014



Prepared By:



DUNGAN ENGINEERING, P.A.
925 GOODYEAR BOULEVARD
PICAYUNE, MISSISSIPPI 39466
(601) 799-1037

SET NO. __

ESC
Rev. 08/20/94 (Base)
Rev. 02-20-2011 (This form)

PRELIMINARY ENGINEERING SERVICES CONTRACT

City of Picayune – Historic District Enhancements
Project No. ***STP-0400-00(030)LPA/106715-701000***
Pearl River

THIS CONTRACT, is made and entered into by and between the ***City of Picayune***, a body Corporate of the State of Mississippi (the "LPA"), and, ***Dungan Engineering, P.A.*** (the "CONSULTANT"), a ***Mississippi*** Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is ***925 Goodyear Blvd, Picayune, MS, 39466***, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform a ***Memorial Boulevard Maintenance Overlay and Highway 43 North Lighting Project***, as provided for in Project No. ***STP-0400-00(030)LPA/106715-701000***, 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 Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

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 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.

REGULAR MEETING JANUARY 21, 2014

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 2014**, CDT, at which time this CONTRACT shall absolutely and finally terminate.

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.

REGULAR MEETING JANUARY 21, 2014

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.

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.

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.

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.

REGULAR MEETING JANUARY 21, 2014

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 all of the above 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.

**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 designee 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 **Pearl River** 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 **Pearl River 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 may notify the CONSULTANT, in writing, of MDOT'S intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT, 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: City of Picayune
Fax (601) 798-0564
Email: picstaffasst@bellsouth.net

For Contractual Matters:
Ed Pinero, Jr., Ph.D., Mayor
Mayor, City of Picayune
815 N. Beech Street
Picayune, MS 39466
601-798-9770
601-798-0564
picstaffasst@bellsouth.net

For Technical Matters:
Eric Morris, Public Works Director
Public Works Director, City of Picayune
815 N. Beech Street
Picayune, MS 39466
601-798-9770
601-798-0564
emorris@picayune.ms.us

CONSULTANT:

Dungan Engineering, P.A.

For Contractual Matters:
Brooks Wallace, P.E.
925 Goodyear Blvd
Picayune, MS 39466
601-799-1037
601-799-0480
brooks@dunganeng.com

For Technical Matters:
Vernon Moore, P.E.
925 Goodyear Blvd
Picayune, MS 39466
601-799-1037
601-799-0480
vernon@dunganeng.com

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

P.E. # 17699
Surveyor # NA
Or
Architect's # NA

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 19048
Surveyor # NA
Or
Architect's # NA

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 PICAYUNE

Ed Pintero, Jr., Ph.D, Mayor

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

DUNGAN ENGINEERING, P.A.

BY: _____
Brooks Wallace, P.E.

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. General Scope of Work and Common Specifications
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

{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}

{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}

REGULAR MEETING JANUARY 21, 2014

UNANIMOUS CONSENT TO ACTION BY THE DIRECTORS OF
DUNGAN ENGINEERING, P.A.
IN LIEU OF THE ANNUAL MEETING OF DIRECTORS

The undersigned, constituting all of the directors of DUNGAN ENGINEERING, P.A., a Mississippi Corporation, do hereby, pursuant to Mississippi Code Annotated Section 79-4-8.21, consent to the following actions undertaken in the name of and on behalf of the directors of the corporation, without the necessity of a meeting, in lieu of the annual meeting of the directors:

RESOLVED:

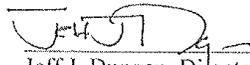
The following employees in their respective positions listed below are authorized to execute contracts on behalf of Dungan Engineering, PA.

H. Les Dungan III, Corporate President and Principal Engineer
J. Lee Mock, Corporate Vice President and Principal Engineer
Brooks Wallace, Corporate Vice President and Principal Engineer
Jeff J. Dungan, Corporate Secretary-Treasurer and Principal Engineer
Jeremy Cooper, Survey Manager
Dewayne Morea, Materials Testing Manager
Ryan Holmes, Engineering Manager Brookhaven Office
Sean Burns, City of Columbia Engineer
Stephen Sowell, Structural Engineer

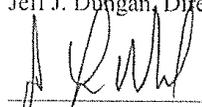
The undersigned, constituting all of the directors of DUNGAN ENGINEERING, P.A., have executed this unanimous consent action as of the ~~19th~~^{20th} day of January 2011, A.D.



H. Les Dungan, III, Director



Jeff J. Dungan, Director



J. Lee Mock, Director



Brooks R. Wallace, Director

EXHIBIT 2

Scope of Work

Insert the Scope of Work here

{NOTE: SCOPES OF WORK MUST BE DETAILED – INCLUDE TERMINI}

{ATTACH THE PROGRESS SCHEDULE AT THE BACK OF THIS EXHIBIT – SEE ARTICLE IV}

EXHIBIT 3

The LPA shall pay the CONSULTANT on a lump sum / firm-fixed-price basis of \$25,008.50 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs, profit and any other costs attributable to this CONTRACT.

A lump sum / firm-fixed-price contract provides for a price that is not subject to any adjustment on the basis of the CONSULTANT'S cost experience in performing the assignment.

The monthly billing shall be based on the completion of each milestone relative to its payment, as provided on "Table 1: Billing Milestones" of this Exhibit, as approved by the LPA for this CONTRACT.

Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the CONTRACT.

Table 1: Billing Milestones

Milestone number	Milestone	Payment
#1	Field Review	\$8,662.50
#2	Office Review	\$8,555.21
#3	PS&E Assembly	\$7,790.80

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.

EXHIBIT 4
SAMPLE INVOICE
[Lump Sum]

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
 P. O. BOX 1850
 JACKSON, MS 39215-1850

DATE:

ATTENTION: _____

INVOICE NO. 0000
 PERIOD _____, 20__ THROUGH _____, 20__
 PROFESSIONAL SERVICES IN ACCORDANCE WITH
 CONTRACT DATED _____, 20__,
 PROJECT NUMBER _____
 PROJECT DESCRIPTION _____

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
Contract Max \$ _____			
Milestone number 1	\$	\$	\$
Milestone number 2	\$	\$	\$
Milestone number 3	\$	\$	\$
Milestone number 4	\$	\$	\$
Milestone number 5	\$	\$	\$

REGULAR MEETING JANUARY 21, 2014

Milestone #1

City of Picayune / Dungan Engineering, P.A. STP-0400-00(030)LPA/106715-701000 Memorial Boulevard Maintenance Overlay and Highway 43 North Lighting			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager	20	\$40.00	\$800.00
Engineer	45	\$25.00	\$1,125.00
CADD			\$0.00
Clerical			\$0.00
Engineer Tech I	10	\$22.00	\$220.00
Secretary	6	\$16.50	\$99.00
Labor Classification			\$0.00
Raw Labor			\$2,244.00
Overhead Rate	163.24%		\$3,663.11
(Enter appropriate overhead rate (home or field) - FCCM in cell C20)			
Total Labor + O/H			\$5,907.11
Fixed Fee	12%		\$708.85
(Enter FF % in cell C25)			
FCCM Overhead	0.96%		\$21.54
(Enter FCCM in C28)			
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant Cost ²:			
Daughtry Engineering Services, LLC			\$2,025.00
			\$0.00
Total Subconsultant Cost			\$2,025.00
Project Total			\$8,662.50

¹ See State Travel Handbook

² All subs must provide back-up and contain MDOT approved overhead rates

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REGULAR MEETING JANUARY 21, 2014

Milestone #1

City of Picayune / Dungan Engineering, P.A. STP-0400-00(030)LPA/106715-701000 Memorial Boulevard Maintenance Overlay and Highway 43 North Lighting			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager			\$0.00
Engineer	45	\$45.00	\$2,025.00
CADD			\$0.00
Clerical			\$0.00
Labor Classification			\$0.00
Raw Labor			\$2,025.00
Overhead Rate		%	\$0.00
<small>(Enter appropriate overhead rate (home or field) - FCCM in cell C20)</small>			
Total Labor + O/H			\$2,025.00
Fixed Fee		%	\$0.00
<small>(Enter FF % in cell C25)</small>			
FCCM Overhead		%	\$0.00
<small>(Enter FCCM in C28)</small>			
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant (to the Subconsultant) Cost ²:			
Daughtry Engineering Services, LLC			
Total Subconsultant Cost			\$0.00
Subconsultant Total			\$2,025.00

¹ See State Travel Handbook
² All subs must provide back-up and contain MDOT approved overhead rates

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REGULAR MEETING JANUARY 21, 2014

Milestone #2

City of Picayune / Dungan Engineering, P.A. STP-0400-00(030)I.PA/106715-701000 Memorial Boulevard Maintenance Overlay and Highway 43 North Lighting			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager	20	\$40.00	\$800.00
Engineer	50	\$25.00	\$1,250.00
CADD			\$0.00
Clerical			\$0.00
Engineering Tech I	12	\$22.00	\$264.00
Labor Classification	12	\$16.50	\$198.00
Labor Classification			\$0.00
Raw Labor			\$2,512.00
Overhead Rate	163.24%		\$4,100.59
(Enter appropriate overhead rate (home or field) - FCCM in cell C20)			
Total Labor + O/H			\$6,612.59
Fixed Fee	12%		\$793.51
(Enter FF % in cell C25)			
FCCM Overhead	0.96%		\$24.12
(Enter FCCM in C28)			
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant Cost ²:			
Daughtry Engineering Services, LLC			\$1,125.00
			\$0.00
Total Subconsultant Cost			\$1,125.00
Project Total			\$8,555.21

¹ See State Travel Handbook

² All subs must provide back-up and contain MDOT approved overhead rates

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REGULAR MEETING JANUARY 21, 2014

Milestone #2

City of Picayune / Dungan Engineering, P.A. STP-0400-00(030)LPA/106715-701000 Memorial Boulevard Maintenance Overlay and Highway 43 North Lighting			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager			\$0.00
Engineer	25	\$45.00	\$1,125.00
CADD			\$0.00
Clerical			\$0.00
Labor Classification			\$0.00
Raw Labor			\$1,125.00
Overhead Rate		%	\$0.00
<small>(Enter appropriate overhead rate (home or field) - FCCM in cell C20)</small>			
Total Labor + O/H			\$1,125.00
Fixed Fee		%	\$0.00
<small>(Enter FF % in cell C25)</small>			
FCCM Overhead		%	\$0.00
<small>(Enter FCCM in C28)</small>			
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant (to the Subconsultant) Cost²:			
Daughtry Engineering Services, LLC			
Total Subconsultant Cost			\$0.00
Subconsultant Total			\$1,125.00

¹ See State Travel Handbook
² All subs must provide back-up and contain MDOT approved overhead rates

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REGULAR MEETING JANUARY 21, 2014

Milestone #3

City of Picayune / Dungan Engineering, P.A. STP-0400-00(030)LPA/106715-701000 Memorial Boulevard Maintenance Overlay and Highway 43 North Lighting			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager	15	\$40.00	\$600.00
Engineer	40	\$25.00	\$1,000.00
CADD			\$0.00
Clerical			\$0.00
Engineering Tech I	15	\$22.00	\$330.00
Secretary	15	\$16.50	\$247.50
Labor Classification			\$0.00
Raw Labor			\$2,177.50
Overhead Rate	163.24%		\$3,554.55
(Enter appropriate overhead rate (home or field) - FCCM in cell C20)			
Total Labor + O/H			\$5,732.05
Fixed Fee	12%		\$687.85
(Enter FF % in cell C25)			
FCCM Overhead	0.96%		\$20.90
(Enter FCCM in C28)			
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant Cost ²:			
Daughtry Engineering Services, LLC			\$1,350.00
			\$0.00
Total Subconsultant Cost			\$1,350.00
Project Total			\$7,790.80

¹ See State Travel Handbook

² All subs must provide back-up and contain MDOT approved overhead rates

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REGULAR MEETING JANUARY 21, 2014

Milestone #3

City of Picayune / Dungan Engineering, P.A. STP-0400-00(030).LPA/106715-701000 Memorial Boulevard Maintenance Overlay and Highway 43 North Lighting			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager			\$0.00
Engineer	30	\$45.00	\$1,350.00
CADD			\$0.00
Clerical			\$0.00
Labor Classification			\$0.00
Raw Labor			\$1,350.00
Overhead Rate		%	\$0.00
<small>(Enter appropriate overhead rate (home or field) - FCCM in cell C20)</small>			
Total Labor + O/H			\$1,350.00
Fixed Fee		%	\$0.00
<small>(Enter FF % in cell C25)</small>			
FCCM Overhead		%	\$0.00
<small>(Enter FCCM in C28)</small>			
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant (to the Subconsultant) Cost ²:			
Daughtry Engineering Services, LLC			
Total Subconsultant Cost			\$0.00
Subconsultant Total			\$1,350.00

¹ See State Travel Handbook
² All subs must provide back-up and contain MDOT approved overhead rates

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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 Clear 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 (1)(b) of this certification: and
 - (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;
 - (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:
 - (f) 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.
 - (g) 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-L.L.L, "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.

REGULAR MEETING JANUARY 21, 2014

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,

(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____.

CONSULTANT

BY: _____

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 _____, 200__.

LPA _____

Chief Administrative Official
Ed Pintero, Jr., Ph.D, Mayor

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.

134671
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

Brooks Wallace Vice President
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 _____, 20____.

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.



1/15/2014

City of Picayune
 Historic District Enhancements
 Project No. STP-0400-00(030) LPA106715-701000
 Pearl River County, Mississippi

Project Schedule

Phase of Project	April-14	May-14	June-14	July-14	August-14	September-14
Field Review						
Office Review						
PS&E Assembly						

O:\1700C082\documents\Engineering Contract\Preliminary Engineering Contract\Schedule.xlsx

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ADVERTISE FOR SEALED BIDS FOR PHASE II OF THE PICAYUNE DRAINAGE PROJECT

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve request to advertise for sealed bids for Phase II (Construction) of the Picayune drainage project.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FOR SURPLUS PROPERTY FOR AUCTION WITH PROCEEDS GOING TO SPECIAL POLICE DRUG FUND

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve surplus property for auction with proceeds going to Special Police Drug Fund.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ADJOURN

Motion was made by Council Member Breland, seconded by Council Member Gouguet to adjourn.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk