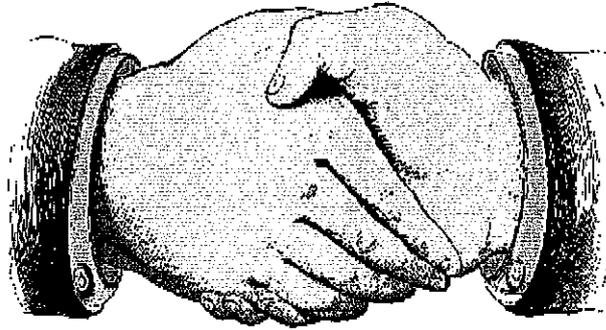


*Agenda Item 2014-3/71*

**State of Mississippi**

**SMAAC**

**Statewide Mutual Aid Compact**



A System for Utilizing All Available Resources During  
Emergencies

*The State of Mississippi*

**STATEWIDE MUTUAL AID COMPACT**

**(SMAC)**

Revised August 2010

**THIS AGREEMENT IS ENTERED INTO AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, AND EACH COUNTY AND MUNICIPALITY THAT EXECUTE AND ADOPT THE TERMS AND CONDITIONS CONTAINED HEREIN BASED ON THE FOLLOWING FACTS:**

**WHEREAS**, the State of Mississippi is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, and other natural disasters that, in the past, have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

**WHEREAS**, Section 33-15-19(a) Mississippi Code of 1972, as amended, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

**WHEREAS**, Section 33-15-1 et seq. of the Mississippi Code of 1972, as amended, the Mississippi Emergency Act of 1995 (the Act) sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

**WHEREAS**, the Act authorizes the State to enter into a contract on behalf of the state for the lease or loan to any political subdivision of the state any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the state; and

**WHEREAS**, Section 33-15-17 of the Act authorizes the governing body of each political subdivision of the state to enter into such contract or lease within the state, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefor in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which contract was entered into; and

**WHEREAS**, the Act requires that each municipality must coordinate requests for state or federal emergency response assistance with its county; and

**WHEREAS**, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

**WHEREAS**, to provide the most effective mutual aid possible, each Participating Government intends to foster communications between the personnel of the other Participating Governments by visits,

compilation of asset inventories (shown as Exhibit B), exchange of information, and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties agree to agree as follows:

## **SECTION 1. DEFINITIONS**

**A. "AGREEMENT"** means the Statewide Mutual Aid Agreement/Compact. Political subdivisions of the State of Mississippi may become a party to this Agreement by executing a copy of this Agreement and providing a copy with the original signatures and authorizing resolution(s) to the Mississippi Emergency Management Agency. Copies of the agreement with original signatures and copies of authorizing resolutions and insurance letters shall be filed and maintained at the Agency headquarters in Pearl, Mississippi.

**B. "REQUESTING PARTY"** means the Participating Government entity requesting aid in the event of an emergency. Each municipality must coordinate requests for state or federal emergency response assistance through its county.

**C. "ASSISTING PARTY"** means the Participating Government entity furnishing equipment, services and/or manpower to the requesting Party.

**D. "AUTHORIZED REPRESENTATIVE"** means an employee of a Participating Government authorized in writing by that government to request, offer or provide assistance under the terms of this Agreement. The list of authorized representatives for the Participating Government executing this Agreement shall be attached as Exhibit A and shall be updated as needed by each Participating Government.

**E. "AGENCY"** means The Mississippi Emergency Management Agency.

**F. "EMERGENCY"** means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

**G. "DISASTER"** means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a proclamation of a Local emergency by a city/county, a declaration of a State of Emergency by the Governor, or a disaster declaration by the President of the United States.

**H. "MAJOR DISASTER"** means a disaster that will likely exceed local capabilities and require a broad range of state and federal assistance.

**I. "PARTICIPATING GOVERNMENT"** means the State of Mississippi and any political subdivision of the State of Mississippi which execute this mutual aid agreement and supply a completed executed copy to the Agency.

**J. "PERIOD OF ASSISTANCE"** means the period of time beginning with the departure of any personnel and equipment of the Assisting Party from any point for the purpose of traveling to the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip

to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting Party.

**K. "WORK OR WORK-RELATED PERIOD"** means any period of time in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.

Nothing should be derived from the above statement that excludes Assisting Party personnel from being considered "on the job" for purposes of workers compensation injuries or accidents during these periods.

## **SECTION 2. PROCEDURES**

When a Participating Government either becomes affected by, or is under imminent threat of, a major disaster, it may request emergency-related mutual aid assistance either by: (1) proclaiming a local emergency and transmitting a copy of that proclamation along with a completed Part 1 "Identification of Need" form (Form REQ-A, Appendix A) to the Assisting Party or to the Agency; or (2) by orally communicating a request for mutual aid assistance to the Assisting Party or to the Agency, followed as soon as practicable by written confirmation of said request shown as Form REQ-A in Appendix A.

Mutual aid shall not be requested by Participating Governments unless resources available within the stricken area are deemed inadequate by that Participating Government. Municipalities shall coordinate requests for state or federal assistance with their county Emergency Management Agencies. All requests for mutual aid shall be transmitted by the Authorized Representative or the Director of the Local Emergency Management Agency. Requests for assistance may be communicated either to the Agency or directly to an Assisting Party. Requests for assistance under this Agreement shall be limited to major disasters, except where the Participating Government has no other mutual aid agreement based upon Section 33-15-19(a), Mississippi Code, in which case a Participating Government may request assistance pursuant to the provisions of this agreement.

**A. REQUESTS DIRECTLY TO ASSISTING PARTY:** The Requesting Party may directly contact the authorized representative of the Assisting Party and shall provide them with the information in paragraph C below. All communications shall be conducted directly between the Requesting and Assisting Parties. Each party shall be responsible for keeping the Agency advised of the status of the response activities. The Agency shall not be responsible for costs associated with such direct requests for assistance unless it so elects. However, the Agency may provide, by rule, for reimbursement of eligible expenses from the Disaster Assistance Trust fund.

**B. REQUESTS ROUTED THROUGH, OR ORIGINATING FROM, THE AGENCY:**

The Requesting Party may directly contact the Agency, in which case it shall provide the Agency with the information in paragraph C below. The Agency may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. The Agency shall not be responsible for costs associated with such indirect requests for assistance unless the Agency so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall the Agency be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the

party receiving the mutual aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.

**C. REQUIRED INFORMATION:** Each request for assistance shall be accompanied by the following information, to the extent known:

1. A general description of the damage sustained.
2. Identification of the emergency service function for which assistance is needed (e.g. fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support health and other medical services, search and rescue, etc.) and the particular type of assistance needed.
3. Identification of the public infrastructure system for which assistance is needed (i.e. sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed.
4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed and include a description of working conditions and if personnel will be locally housed.
5. The need for sites, structures or buildings outside the Requesting Party's political subdivision to serve as relief centers or staging areas for incoming emergency goods and services.
6. An estimated time and a specific place for a representative of the requesting Party to meet the personnel and equipment of any Assisting Party.

This information may be provided on the form shown in Appendix A as the form REQ-A or by any other available means. The Agency may revise the format of Form REQ-A subsequent to the execution of this agreement, in which case it shall distribute copies to all Participating Governments.

**D. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE:** When contacted by a Requesting Party or the Agency, the authorized representatives of any Participating Government agree to assess their government's situation to determine available personnel, equipment and other resources. All Participating Governments shall render assistance to the extent personnel, equipment and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the authorized representative determines that his Participating Government has available personnel, equipment or other resources, they shall so notify the Requesting Party/Agency and provide the information on Part 2 of the REQ-A form. The Agency shall, upon response from sufficient participating parties to meet the needs of the Requesting Party, notify the authorized representative of the Requesting Party and provide them with the information to the extent known on Part 2 of REQ-A form. The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered and shall transmit said request by the quickest, most practical means to the Requesting Party or the Agency, as applicable for approval. The form to serve as this written acknowledgment is shown in Appendix A as Form REQ-A.

**E. WRITTEN ACKNOWLEDGEMENT:** The Requesting Party/Agency shall respond to the written acknowledgment by executing Part 3 of the REQ-A form shown in Appendix A and returning a copy to the Assisting Party by the quickest, most practical means. Additionally, the Requesting Party/Agency must maintain a copy for its files.

**F. SUPERVISION AND CONTROL:** The personnel, equipment and resources of any Assisting Party shall remain under operational control of the requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall assign work tasks to the supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party based on task or mission assignments provided by the Requesting Party and the Agency. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. This agreement shall not support any person, group or organization that self deploys.

**G. FOOD, HOUSING, SELF-SUFFICIENCY:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

**H. RIGHTS AND PRIVILEGES:** Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation incidental to their employment as authorized in 33-15-15(b)(2).

**I. COMMUNICATIONS:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

### **SECTION 3. REIMBURSABLE EXPENSES**

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the written acknowledgment executed in accordance with paragraph 2D and 2E of this Agreement. The Requesting Party shall be ultimately responsible for reimbursement of all eligible expenses. The Assisting Party shall submit reimbursement documentation to the Requesting Party on the forms shown in Appendix B.

**A. PERSONNEL:** During the period of assistance, the Assisting Party shall continue to pay its employees according to its then-prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party under the terms of the Mississippi Workers' Compensation Act (Section 71-3-1, Mississippi Code) due to personal injury or death occurring while such employees are engaged in rendering aid under this agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their own employees.

**B. EQUIPMENT:** The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting party.

**C. MATERIALS AND SUPPLIES:** The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in 3B unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's Personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the Agency.

**D. RECORD KEEPING:** The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party or the Agency utilizing format used or required by FEMA publications, including 44 CFR Part 13 and applicable Office of Management and Budget Circulars. Requesting Party and Agency finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel.

**E. PAYMENT:** Unless otherwise mutually agreed in the written acknowledgment executed in accordance with paragraph 2.I. or a subsequent written addendum to the acknowledgment, the reimbursable expenses with an itemized notice as soon as practicable after the expenses are incurred, but not later than 60 days following the period of assistance unless the deadline for identifying damage is extended in accordance with 44 CFR part 206. The Requesting Party shall pay the bill or advise of any disputed items, not later than 60 days following the billing date. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to a Requesting Party.

**F. PAYMENT BY OR THROUGH THE AGENCY:** The Mississippi Emergency Management Agency may reimburse for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the Agency, to the extent of funds available and contingent upon an annual appropriation from the legislature for such purposes. The Assisting Party shall be responsible for making written request to the Agency for reimbursement of travel and subsistence expenses, prior to submitting a request for payment to the Requesting Party. The Assisting Party's written request should be submitted as soon as possible after expiration of the period of assistance. The Agency shall provide a written response to said requests within ten days of actual

receipt. If the Agency denies said request, the Assisting Party shall then bill the Requesting Party. In the event that an affected jurisdiction requests assistance without forwarding said request through the Agency, or an assisting party provides assistance without having been requested by the Agency to do so, the Agency shall not be liable for reimbursement of any of the cost(s) of assistance. The Agency may serve as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the Agency shall be determined in accordance with 44 CFR 206.228. The Agency may authorize applications for reimbursement of eligible costs from the Disaster Assistance Trust Fund, established pursuant to Section 33-15-301 Mississippi Code, in the event that the disaster or emergency event is not declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-707. Such applications shall be evaluated pursuant to rules established by the Agency and may be funded only to the extent of available funds.

#### **SECTION 4. IMMUNITY**

To the extent permitted by law, the Parties shall not be liable for actions to the extent provided by Section 33-15-21(a). This immunity may be waived by the Parties in a manner provided by law to the extent that adequate insurance coverage is in effect.

#### **SECTION 5. LENGTH OF TIME FOR EMERGENCY**

The duration of such local emergency declared by the Requesting Party is limited to 30 days. It may be extended with review, if necessary, in 30-day increments as specified in 33-15-17(d).

#### **SECTION 6. TERM**

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically be renewed in successive one-year terms unless terminated upon 60 days' advance written notice by the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail to the Director of Mississippi Emergency Management Agency, Pearl, Mississippi, who shall provide copies to all other Participating Parties. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until 60 days after notice thereof has been set by the Director, Mississippi Emergency Management Agency to all other Participating Governments.

#### **SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT**

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution hereof.

#### **SECTION 8. ROLE OF MISSISSIPPI EMERGENCY MANAGEMENT AGENCY**

The responsibilities of the Mississippi Emergency Management Agency under this Agreement are to: (1) request mutual aid on behalf of a Participating Government under the circumstances identified in this Agreement; (2) coordinate the provision of mutual aid to a Requesting Party pursuant to the provisions of this Agreement; (3) serve as the eligible entity for requesting reimbursement of eligible costs from FEMA upon a Presidential disaster declaration; (4) serve as central depository for executed Agreements; and (5) maintain a current listing of Participating Governments with their Authorized Representative and contact information, and provide a copy of the listing to each of the Participating Governments on

an annual basis during the second quarter of the calendar year. MEMA will assume no responsibility for any person, group or organization that self deploys.

**SECTION 9. SEVERABILITY, EFFECT ON OTHER AGREEMENTS**

Should any portion, section or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the portion, section, subsection or power invalidated.

In the event that any parties to this agreement have entered into other mutual aid agreements pursuant to Section 33-15-19(a), Mississippi Code, or interlocal agreements pursuant to Section 17-13-1, Mississippi Code, those parties agree that said agreements are superseded by this agreement only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this agreement. In the event that two or more parties to this agreement wish to engage in mutual aid, then the terms and conditions of this agreement shall apply unless otherwise agreed between those parties.

**IN WITNESS WHEREOF**, the parties named herein have dully executed this Agreement/Compact on the date set forth below:

**ATTEST:  
CLERK OF THE BOARD**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**BOARD OF SUPERVISORS**

**OF \_\_\_\_\_ MISSISSIPPI**  
(county)

By: \_\_\_\_\_  
President

**APPROVED AS TO FORM:**  
County Attorney

By: \_\_\_\_\_

**ATTEST:  
CITY CLERK**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY/TOWN OF \_\_\_\_\_**  
**MISSISSIPPI**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**  
City Attorney

By: \_\_\_\_\_

**STATE OF MISSISSIPPI  
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY**

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

STATEWIDE MUTUAL AID COMPACT

EXHIBIT A

Date: \_\_\_\_\_

Name of Government: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ MS Zip Code: \_\_\_\_\_

**-Authorized Representative to Contact for Emergency Assistance-**

**Primary Representative:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Day Phone: (601) \_\_\_\_\_ Night Phone: (601) \_\_\_\_\_

Fax No: (601) \_\_\_\_\_ Pager No: (601) \_\_\_\_\_

**1st Alternate Representative**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Day Phone: (601) \_\_\_\_\_ Night Phone: (601) \_\_\_\_\_

Fax No: (601) \_\_\_\_\_ Pager No: (601) \_\_\_\_\_

**2nd Alternate Representative**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Day Phone: (601) \_\_\_\_\_ Night Phone: (601) \_\_\_\_\_

Fax No: (601) \_\_\_\_\_ Pager No: (601) \_\_\_\_\_



## SUGGESTED RESOURCE CATEGORIES

### For Completing Exhibit B *Mississippi Statewide Mutual Aid Compact (SMAC)*

The following categories represent the general types of resources that would likely be overtaxed or in short supply during a local emergency or disaster. The possibilities of additional categories are limited to the extent of existing local resource capabilities.

Backhoes	Street Sweepers	Tractor trailers
Low Boy Trailers	Boats & motors	All Terrain Vehicles (ATVs)
Search & Rescue Teams	Search Dogs/Teams	Generators
Ambulances	Front End Loaders	Water trailers
Mobile Command Vehicles	Portable pumps	Bulldozers
Police cars	Dump trucks	Portable lighting
Rescue vehicles	Chippers	4-wheel drive vehicles
Fire Engines (types)	Chainsaws	Bucket trucks
Ladder trucks	Tracked hoes	Barricades
Folding cots	Portable feeding units	Road graders

Other information such as, quantity, size, length, capacity, as well as other pertinent specifications should be listed appropriately for each item. Any unique resources or capabilities should be listed also, for example, specialized hazardous materials response teams, dive teams, search/cadaver dogs, bomb disposal units, damage inspection teams, engineers, public assistance program specialists, or other personnel resources who possess specialized skills.

City Clerks and County Chancery Clerks are an excellent source for obtaining this information. Much of this data is maintained and inventoried as official property and properly marked as required by state law.

Each governmental entity compiling this data for SMAC purposes should maintain a copy for their use, and each county shall populate the resource manager in WebEOC with their resources for inclusion in the state computerized resource database.

# **APPENDIX A**

## **REQUEST FOR ASSISTANCE (REQ-A)**

**Mississippi Statewide Mutual Assistance Compact (SMAC)**

**MUTUAL AID REQUEST**

Form REQ-A

August 2010

**PART 1: TO BE COMPLETED BY THE REQUESTING CITY / COUNTY / OR STATE**

DATE:	TIME:	FROM THE CITY / COUNTY / STATE OF:
TELEPHONE NO. TO THE CITY / COUNTY / STATE OF:	FAX NO:	CONTACT PERSON: AUTHORIZED REPRESENTATIVE:

SITUATION REQUIRING ASSISTANCE:

SITUATION IS:     Life threatening & requires immediate response     not life threatening, but resource shortages are critical

TYPE ASSISTANCE / RESOURCES NEEDED (for more space use Part V & attach):

DATE & TIME RESOURCES NEEDED:	STAGING AREA:
-------------------------------	---------------

APPROXIMATE DATE / TIME RESOURCES WILL BE RELEASED:

AUTHORIZED OFFICIAL'S NAME:	AGENCY: TITLE:
-----------------------------	----------------

SIGNATURE:	REQUESTOR'S MISSION NUMBER:
------------	-----------------------------

**PART 2: TO BE COMPLETED BY THE ASSISTING CITY / COUNTY / OR STATE**

CONTACT PERSON:	TELEPHONE:	FAX:
-----------------	------------	------

TYPE ASSISTANCE AVAILABLE: (for more space use Part V & attach)

DATE & TIME RESOURCES AVAILABLE:	APPROX. DAILY COSTS FOR LABOR EQUIPMENT & MATERIALS: \$
----------------------------------	---

ESTIMATED TRANSPORTATION COSTS FROM HOME BASE: \$	ESTIMATED TRANSPORTATION COSTS TO RETURN HOME BASE: \$
---	--

LOGISTICAL SUPPORT REQUIRED FROM REQUESTING CITY / COUNTY / OR STATE:

AUTHORIZED OFFICIAL'S NAME:	TITLE:
-----------------------------	--------

SIGNATURE:	AGENCY:
------------	---------

DATE:	TIME:	MISSION NO:
-------	-------	-------------

**PART 3: REQUESTING PARTY'S APPROVAL**

AUTHORIZED OFFICIAL'S NAME:

SIGNATURE:

TITLE:

AGENCY:

DATE: TIME:

See Excel Appendix A SMAC REQA



APPENDIX B

REIMBURSEMENT

FORM R-2



**STATE OF MISSISSIPPI  
STATE MUTUAL AID COMPACT REIMBURSEMENT  
FORM R-2**



EVENT: \_\_\_\_\_

SUBMITTED TO THE REQUESTING STATE OF: \_\_\_\_\_ DATE: \_\_\_\_\_

BY THE ASSISTING STATE OF: \_\_\_\_\_ FORM W-9 ENCLOSED: \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_

FOR SERVICES SPECIFIED IN REQ-A UNDER THE REQUESTING STATE MISSION NO: \_\_\_\_\_

COPIES OF RECEIPTS AND PAYMENT VOUCHERS FOR EACH CLAIM ARE ATTACHED: \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_

**PERSONNEL COSTS:**

REGULAR TIME	\$0.00
OVERTIME	\$0.00
EMPLOYER SHARE OF FRINGE BENEFITS	\$0.00
<b>TOTAL PERSONNEL COSTS</b>	<b>\$0.00</b>

**TRAVEL COSTS:**

AIR TRAVEL	\$0.00
AUTO RENTAL / GAS/MILEAGE	\$0.00
LODGING	\$0.00
MEALS / TIPS	\$0.00
GOVERNMENT VEHICLE COSTS	\$0.00
<b>TOTAL TRAVEL COSTS</b>	<b>\$0.00</b>
<b>EQUIPMENT COSTS</b>	<b>\$0.00</b>
<b>CONTRACTURAL COSTS</b>	<b>\$0.00</b>
<b>COMMODITIES</b>	<b>\$0.00</b>
<b>OTHER COSTS (EXPLAIN IN REMARKS)</b>	<b>\$0.00</b>

**GRAND TOTAL** **\$0.00**

REMARKS:

CERTIFIED AND AUTHORIZED BY  
(Please Print/Type): \_\_\_\_\_

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

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

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

THE AUTHORIZED OFFICIAL OF THE ASSISTING STATE CERTIFIES THAT THE TOTALS FOR EACH CATEGORY/CLAIM ARE EXACT COSTS EXPENDED BY THE ASSISTING STATE TO PERFORM THE SERVICES REQUESTED AS EXECUTED IN THE REQ-A. ALL ADDITIONAL SUPPORTING DOCUMENTATION NOT INCLUDED WITH THIS CLAIM WILL BE MAINTAINED BY THE ASSISTING STATE FOR A PERIOD OF THREE (3) YEARS FOLLOWING THE ABOVE DATE OF SUBMISSION AND MAY BE OBTAINED FOR AUDIT PURPOSES BY NOTIFYING THE ASSISTING STATE AUTHORIZED OFFICIAL NAMED HEREIN.

See Excel Appendix B SMAC FORM R2



Agenda Item 2014-3174

PRESENTED BY  
THE PEOPLES BANK

June 5, 2014

Mayor Thomas E. Schafer, IV  
City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead Ms 39525

Re: Cruisin' The Coast 2014

Dear Mayor Schafer:

The following proposal defines the agreement between Cruisin' The Coast (CTC) and the City of Diamondhead for the event, Blessing of the Classics, to be held Wednesday, October 8, from 3 P.M. – 6 P.M.

**City of Diamondhead will provide:**

- Event fee of \$4,000
- Volunteers to staff the event
- Traffic control
- Port-o-lets
- Signage
- Liaison between City and CTC.

**Cruisin' The Coast will provide:**

- Promotion of the event in all printed materials and website.
- Direct marketing to CTC auto registrants via insert into our official registration packet. (Printing of 8,200 flyers will be at Diamondhead's cost. Flyers to be delivered to CTC by September 1.)
- 10 tickets to the Kickoff Sponsor Party to be held Monday evening, October 7.
- 10 Sponsor T-shirts

**General:**

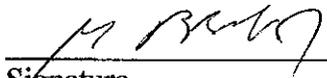
- Outside vendors, not associated with a local merchant will be liable for state sales tax. Each vendor will be responsible for submitting the appropriate state reporting form. The City of Diamondhead is responsible for any sales tax issue arising from the event.

- ET Motorgear is the official apparel vendor of Cruisin' The Coast, other vending of this type is not permitted.
- Additional events, give away items or special promotions must be approved by Cruisin' The Coast.
- All media releases, press conferences, and any collateral materials promoting the event must be approved in advance by CTC. CTC must approve any advertisements by sponsors of event. CTC is a registered trademark and any use of the CTC logo and the words "Cruisin' The Coast" must be approved by CTC.
- The City of Diamondhead will obtain appropriate liability insurance and list CTC as an additional insured.

If this proposal reflects your understanding of our agreement, please sign both copies and return one to me at P.O. Box 424, Biloxi MS 39533.

Representative of CTC

Representative of City of Diamondhead

  
 \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

*Sherwood R "Woody" Bailey, Jr.*  
 \_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Print Name

*Vice Chair & Exec. Dir*  
 \_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

*6/5/14*  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



PRESENTED BY  
**THE PEOPLES BANK**

June 5, 2014

Mayor Thomas E. Schafer, IV  
City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead Ms 39525

Re: Cruisin' The Coast 2014

Dear Mayor Schafer:

The following proposal defines the agreement between Cruisin' The Coast (CTC) and the City of Diamondhead for the event, Blessing of the Classics, to be held Wednesday, October 8, from 3 P.M. – 6 P.M.

**City of Diamondhead will provide:**

- Event fee of \$4,000
- Volunteers to staff the event
- Traffic control
- Port-o-lets
- Signage
- Liaison between City and CTC.

**Cruisin' The Coast will provide:**

- Promotion of the event in all printed materials and website.
- Direct marketing to CTC auto registrants via insert into our official registration packet. (Printing of 8,200 flyers will be at Diamondhead's cost. Flyers to be delivered to CTC by September 1.)
- 10 tickets to the Kickoff Sponsor Party to be held Monday evening, October 7.
- 10 Sponsor T-shirts

**General:**

- Outside vendors, not associated with a local merchant will be liable for state sales tax. Each vendor will be responsible for submitting the appropriate state reporting form. The City of Diamondhead is responsible for any sales tax issue arising from the event.

- ET Motorgear is the official apparel vendor of Cruisin' The Coast, other vending of this type is not permitted.
- Additional events, give away items or special promotions must be approved by Cruisin' The Coast.
- All media releases, press conferences, and any collateral materials promoting the event must be approved in advance by CTC. CTC must approve any advertisements by sponsors of event. CTC is a registered trademark and any use of the CTC logo and the words "Cruisin' The Coast" must be approved by CTC.
- The City of Diamondhead will obtain appropriate liability insurance and list CTC as an additional insured.

If this proposal reflects your understanding of our agreement, please sign both copies and return one to me at P.O. Box 424, Biloxi MS 39533.

Representative of CTC

Representative of City of Diamondhead

*M. Bailey*  
Signature

\_\_\_\_\_  
Signature

Sherwood R "Woody" Bailey Sr.  
Print Name

\_\_\_\_\_  
Print Name

Vice Chair & Exec Dir  
Title

\_\_\_\_\_  
Title

6/5/14  
Date

\_\_\_\_\_  
Date



# City of Diamondhead

---

5000 Diamondhead Circle, Diamondhead, MS 39525-3260

Phone: (228) 222.4626

FAX: (228) 222.4390

[www.diamondhead.ms.gov](http://www.diamondhead.ms.gov)

June 13, 2014

Mayor and Councilmembers  
City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS 39525

Re: Insurance Renewal Proposal for Professional Liability, Law Enforcement, Commercial Automobile and General Liability

Dear Mayor and Councilmembers:

Attached is the renewal proposal for Professional Liability, Law Enforcement, Commercial Automobile and General Liability. Frank Bordeaux of Stewart, Sneed, Hewes will be presenting at the Council Meeting on June 17<sup>th</sup> to discuss the renewal and answer any questions of the Council.

A revised proposed for Professional Liability, Law Enforcement and auto physical damage will be forthcoming for a short-term renewal. As presented in the attached letter to Council dated March 11, 2014, these policies will be renewed short-term expiring March 14, 2015 rather than the annual renewal reflected in the attached proposal.

We have also been advised the Professional Liability, Law Enforcement and auto physical damage coverage cannot be written on a short-term basis. Therefore, these specific policies will be renewed at the annual premium. These policies will be cancelled and re-written as time approaches to coincide with the March 15<sup>th</sup> timeline.

It is expected that Mr. Bordeaux will have the revised proposal for the Professional Liability, Law Enforcement, Commercial Automobile and General Liability at the Council Meeting; if not before then. If you have any questions in the interim, please contact me.

Sincerely,

Kristin Ventura  
City Clerk

attachments



Agenda Item # 2014-3116

# City of Diamondhead

5000 Diamondhead Circle, Diamondhead, MS 39525-3260

Phone: (228) 222.4626

FAX: (228) 222.4390

[www.diamondhead.ms.gov](http://www.diamondhead.ms.gov)

March 11, 2014

Mayor and Councilmembers  
City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS 39525

Re: Insurance Renewal Dates

Dear Mayor and Councilmembers:

As discussed at the council meeting on February 18, 2014, we would like to proceed with the consolidation of renewal dates of the City's insurance policies. It is my recommendation consideration be given to amend the following policies so all expire simultaneously and renew annually on March 15:

<u>POLICY</u>	<u>CURRENT RENEWAL</u>
Property	January 8
Flood	February 15
Auto	June 6
Equipment	February 27
General Liability	June 6
Law Enforcement	June 6

As these policies are presented for renewal, policy terms will be amended to reflect a common expiration date and premiums will be prorated accordingly. As explained by our Agent, Frank Bordeaux of Stewart Sneed Hewes, consolidating the renewal dates will establish consistency and will support the efforts for a more simplified and timely renewal process.

Thank you for your consideration and approval in this matter.

Sincerely,

Kristin Ventura  
City Clerk

KV:jk

## Kristin Ventura

---

**From:** Lynn Valdez <Lynn.Valdez@bxsi.com>  
**Sent:** Friday, June 13, 2014 9:07 AM  
**To:** Kristin Ventura  
**Cc:** Lynn Valdez  
**Subject:** Renewal proposal  
**Attachments:** City of Diamondhead 14-15 GL, Auto, LAW, D&O proposal.pdf

Morning Kristin,

Attached is the renewal proposal for City of Diamondhead. Professional Liability, Law Enforcement and auto physical damage coverages cannot be written short term. We will have to cancel and re-write.

The general liability and auto liability can be written short term. The proposal has the annual premium as we have not received short term premiums from the carrier. Once received I will revise the proposal and forward to your attention.

Should you have any questions please contact Frank or me.

Thanks!

Lynn

Lynn Valdez  
Commercial Lines Account Manager



Stewart Sneed Hewes

(228) 863-5362 Phone  
(228) 563-6127 Direct Line  
(800) 356-3083 Toll Free  
(228) 863-1957 Fax

[Lynn.Valdez@bxsi.com](mailto:Lynn.Valdez@bxsi.com)  
[www.bxsi.com](http://www.bxsi.com)

2909 13th St, 4th Floor  
Gulfport, MS 39501

Download our new mobile app for iPhone and Android.

Changes to coverage are not effective until confirmation is received from a BancorpSouth Insurance Services, Inc. agent.



# Proposal of Insurance

*prepared for:*



City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead MS 39525

6/13/2014

Presented by:



**BancorpSouth**

Insurance Services, Inc.



## Important Please Read

As you review our proposal, please keep these thoughts in mind:

Always refer to the policies for specific coverage questions. Our proposal is a general overview only. The policy contract determines where and if coverage is available.

Consider flood and earthquake coverage. Neither flood loss nor earthquake loss are covered under standard property policies. All of us have exposure to floods and earthquakes.

The property and liability limits that we illustrate in this proposal are options only. We can provide additional alternative limit options if you request. The selection of limits is solely your decision.

Please notify us throughout the policy year of changes in your business that may affect your exposure to risk. Failure to do so may result in uncovered losses.

Our inspections, reports and recommendations are provided to assist in your efforts to establish and maintain a safe workplace and not to warrant workplace safety or compliance with applicable laws, regulations or standards. Our observations and suggestions are not a substitute for legal advice. You bear this ultimate responsibility and are encouraged to seek appropriate legal counsel when implementing a program or process to maintain a comprehensive workplace safety program.

Loss control is a daily responsibility of your management. Our visits are not a substitute for your own loss control program. Recommendations are developed from conditions observed at the time of our visit. They do not include every possible loss potential, code violation, or exception to good practice.

The solvencies of the insurance carriers that you select are of utmost importance. Unless noted otherwise, all carriers have a Best Guide rating of A- or better.

In order to offer you choices, our agency maintains relationships with a number of insurance companies. Most of these companies pay our agency a commission when we place coverage with them. Some companies issue policies on a net basis to us, and we, in turn, will charge you an agency fee. Some companies do pay our agency a contingency commission at the end of the calendar year if the group of insurance customers placed with that company have been profitable. Such an arrangement is an incentive for our agency to work with you to prevent losses as well as send profitable business to insurance carriers.

Our relationship with you is based on trust and we do our best to make no representation that would mislead anyone about any aspect of the products or services that we offer.

We value your trust and have always held it in the highest regard, therefore, we will continue to do all that we can to fully represent you in the insurance marketplace.

This is only a brief summary, not a contract. Please see policy for full details, limitations and exclusions.



## General Liability

**Issuing Company:** National Casualty Company  
**Policy Term:** 7/6/2014 - 7/6/2015

### Limits

BI and PD Occurrence Limit	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Fire, Lighting or Explosion Limit (damage to rented premises)	\$500,000
General Annual Aggregate	\$2,000,000
Products-completed Operations Aggregate Limit:	\$2,000,000

### Coverage Includes:

BI included Metal Anguish	
Professional Coverage for EMTs & Paramedics	
Liquor Liability included for short term events	
Volunteers as Insureds	
Blanket Additional Insureds	
Good Samaritan Liability	
Crisis Management for Emergency Response Expense	\$10,000 / \$30,000
Identity Theft Expenses	\$10,000 / \$30,000
Workplace Violence Counseling	\$10,000 / \$30,000

**ANNUAL PREMIUM: \$8,275**

**Terrorism:** Completed, signed forms required prior to binding coverage. A separate form is required for each coverage indicated below, whether accepting or rejecting. If completed, signed forms are not received prior to binding a charge will be made for coverage. **Terrorism Premium \$141.**

Optional Quote lower limits:	\$500,000 occurrence / \$1,000,000 Aggregate = \$7,101
------------------------------	--

This is only a brief summary, not a contract. Please see policy for full details, limitations and exclusions.



### **General Liability Exclusions that apply in addition to standard ISO Exclusions**

- Total Pollution w/Hostile Fire Exception
- Asbestos Exclusion
- Lead Exclusion
- Dam/Dike Levee/ Failure
- Eminent Domain
- Employment Related Practices
- Injury to Volunteer Firefighters
- Lawyers Professional Liability
- Other Professional Services – Architect, Engineer, Etc (See Exception for EMT/Paramedics)
- Landfills – Except BI on Premises and PD to Non-Owned Auto
- Airports
- Failure to Supply Utility Services
- Law Enforcement
- Jails
- Medical or Health Facilities
- Riot, Civil Commotion or Mob Action
- Punitive Damage Exclusion (When Permitted by State)
- Mold Exclusion
- Terrorism Exclusion/Limitation
- Hydraulic Fracturing Exclusion
- Funeral Services

This is only a brief summary, not a contract. Please see policy for full details, limitations and exclusions.



## Business Automobile Liability

**Issuing Company:** National Casualty Company  
**Policy Term:** 7/6/2014 - 7/6/2015

Your exposure to a loss may exceed your limits and even those quoted here. Higher limits may be available. Please let us know if you would like additional information or a quote.

### *Limits*

Limits of Liability	
Auto Liability - Combined Single Limit	\$1,000,000
Medical Limit	\$5,000
Hired & Non-Owned Auto	\$1,000,000

- All Ambulances, Fire Trucks and any other unit greater than \$100,000 Coverage will be provided at Stated Amount:

**ANNUAL PREMIUM: \$17,776**

**Based on # of units rated: 23**

### *Carrier Recommendations:*

1. Insured should develop and implement driver accountability standards when include obtaining MVRs on all drivers and periodic updates. Annual driver safety reviews should be considered.

This is only a brief summary, not a contract. Please see policy for full details, limitations and exclusions.



## Business Automobile Physical Damage

**Issuing Company:** Underwriters at Lloyd's  
**Policy Term:** 7/6/2014 - 7/6/2015

### *Limits*

Limits of Liability	
Auto Physical Damage	Comprehensive and Collision
Total Insured Values – 23 scheduled units	\$420,087
Deductible	\$1,000

**ANNUAL PREMIUM: \$19,362.92**

This is only a brief summary, not a contract. Please see policy for full details, limitations and exclusions.



## Schedule of Vehicles

	Year	Make/Model	VIN
1	2010	FORD / Crown VIC Police int	2FABP7BVXAX142287
2	2010	FORD / Crown VIC Police int	2FABP7BV6AX116155
3	2010	FORD / Crown VIC Police int	2FABP7BV9AX116165
4	2010	FORD / Crown VIC Police int	2FABP7BV8AX108462
5	2005	FORD / Crown VIC Police int	2FAFP71W35X169803
6	2005	FORD / Crown VIC Police int	2FAFP71WX5X169801
7	2005	FORD / Crown VIC Police int	2FAFP71W25X169789
8	1998	FORD / F - 150	1FTZF262NB96850
9	1999	FORD / F - 150	1FTZF1723XNB65203
10	1990	Dodge / D100	1B7GE0BX8LS600388
11	1998	International / 4400	1HTSCAB2WH529713
12		Econ / Trailer	42EDPJK2711001370
13	2013	CHEV. / SILVERADO	1GCRKPEA0DZ287286
14	2013	CHEV. / SILVERADO	1GCRCPEA7DZ285497
15	2013	CHEV. / SILVERADO	1GCRCPEA8DZ289462
16		Flatbed / Trailer	17X19101930762
17	2006	CARGO TRAILER	5NHUFE2166U321316
18	2013	Ford / Taurus Interceptor	1FAHP2M8XDG119350
19	2014	Ford / Explorer Police	1FM5K8AR1EGA14642
20	1999	Dodge / Ram 350	2B52B35Z1XK578509
21	2005	Chevrolet / Silverado	1GCEK19B45E304274
22		Utility Trailer	EQ018
23		3x8 equipment / Trailer	1D9U1106YD203384

This is only a brief summary, not a contract. Please see policy for full details, limitations and exclusions.



## Public Officials

**Issuing Company:** Indian Harbor Insurance Company  
**Policy Term:** 7/6/2014 - 7/6/2015

Coverage	Limits	Deductibles
Public Officials Liability	\$1,000,000	\$5,000
Employment Practices Liability	\$1,000,000	\$5,000
Policy Aggregate	\$1,000,000	
Deductible Type - Includes Defense Costs	Each Wrongful Act	
Retroactive Date: 6/6/2012		
Defense Costs	Inside the Limits	

**ANNUAL PREMIUM: \$8,943.58**

**Optional \$10,000 deductible Annual Premium: \$8,466.32**

---

## Law Enforcement

**Issuing Company:** Darwin Select Insurance Company  
**Policy Term:** 7/6/2014 - 7/6/2015

Coverage	Limits	Deductibles
Each Wrongful Act	\$1,000,000	\$5,000
Annual Aggregate	\$1,000,000	
Deductible Type - Includes Defense Costs	Each Wrongful Act	
Defense Costs	Outside the Limits	

**ANNUAL PREMIUM: \$10,026.80**

This is only a brief summary, not a contract. Please see policy for full details, limitations and exclusions.



## Premium Comparison

<b>Coverage</b>	<b>Renewal Premium</b>	<b>Expiring Premium</b>
Commercial Liability	\$8,275	\$4,720
Commercial Auto Liability (23 units)	\$17,776	\$14,022
Commercial Auto Physical Damage (23 units)	19,362.92	Included above (16 units)
Public Official Liability	\$8,943.58	\$7,852
Law Enforcement Liability	\$10,026.80	\$9,302
<b>TOTAL</b>	<b>\$64,384.30</b>	<b>\$35,896</b>

This is only a brief summary, not a contract. Please see policy for full details, limitations and exclusions.



## Acceptance of Proposal

### City of Diamondhead

Please bind coverage as proposed by BancorpSouth Insurance Services, Inc., effective \_\_\_\_\_.

I understand that this proposal is only an outline of the insurance policy/policies and does not include all of the terms, coverages, exclusions, limitations and conditions included in the insurance policy/policies. Regardless of the terms, limitations and conditions carried in prior years, this proposal contemplates only the limits, terms, conditions, warranties and exposures represented herein. The insurance policy/policies will include these specific details.

\*\*\*\*\*

\_\_\_\_\_ I accept the proposal as presented

\_\_\_\_\_ I accept the proposal with the following changes:

\_\_\_\_\_ I reject this proposal

\*\*\*\*\*

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Authorized Signature of Named Insured

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

This is only a brief summary, not a contract. Please see policy for full details, limitations and exclusions.



## City of Diamondhead's Service Team

Our commitment to five-star service is made at all levels of our organization. The following individuals are dedicated to providing high-quality service for all of your insurance needs.

Team Member	How They Can Help	Phone Number	Fax Number	Email Address
Frank Bordeaux	Gathers your risk information and oversees and executes resources and services.			
Lynn Valdez	Manages and implements all day-to-day changes and any services you need.			
Claim Support Name	Reports, monitors and assists with problematic claims.			
Surety Support Name	Coordinates and manages the issuance of all types of bonds.			
Loss Control Support Name	Helps you proactively prevent, reduce and manage exposures while reducing the frequency and severity of losses.			
Risk Management Support Name	Offers expertise in complex claims, defense strategy and mediation and helps resolve disputes between you and insurance carriers if necessary.			
Personal Lines Support Name	Manages insurance coverage for your home, auto, umbrella liability, recreational vehicles, watercraft, jewelry and other valuable articles.			
Employee Benefits Support Name	Designs, implements and manages your employee benefits program.			

This is only a brief summary, not a contract. Please see policy for full details, limitations and exclusions.



This is only a brief summary, not a contract. Please see policy for full details, limitations and exclusions.

## Saunders Construction LLC

PO Box 7668 · D'Iberville, MS 39540  
Ph: 228-860-5142 Fax: 228-396-8888

**Excavation · Dirt · Underground Utilities**

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### Proposal

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June 10, 2014

RE: Diamondhead Drainage Improvements  
Guardrail Change Order

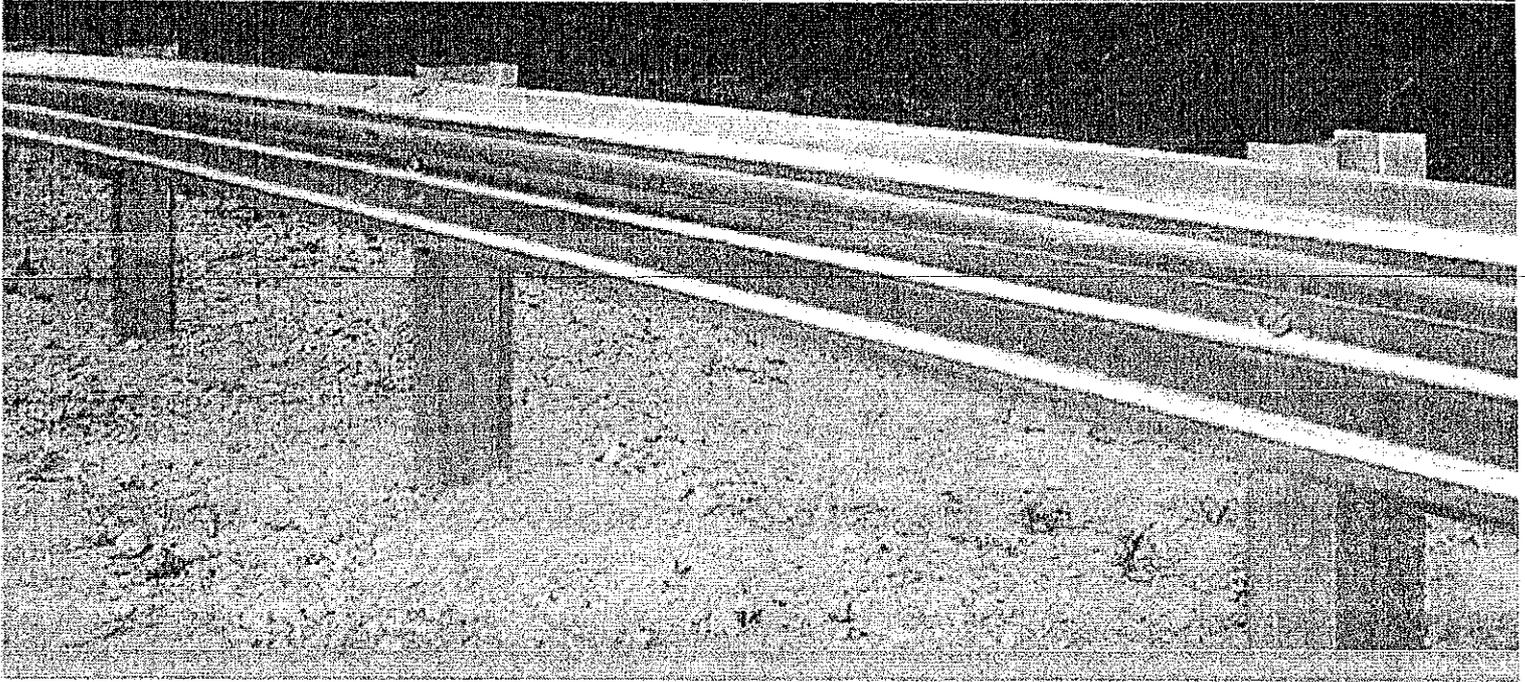
ATTN: Richard Sullivan

Below is a price to provide all necessary labor, materials, and equipment to install 37.5 LF of guardrail on Diamondhead Drive East per on site discussions. Also attached is a submittal of the material we plan on using. Please note there is a 2 ½ week lead time once the order has been placed

**\$3,900.00**

# TGS™

Trinity Guardrail System



The TGS™ (Trinity Guardrail System) is mounted at 31" (787 mm) and uses standard W-beam rail with standard 6'0" (1,830 mm) posts. The posts are spaced at 6'3" (1,905 mm) and located at the guardrail splices. With the 31" (787 mm) system height, the W-beam attaches directly to the post eliminating the need for offset blocks. A major benefit of this product is the reduced grading required by the elimination of the blockout.

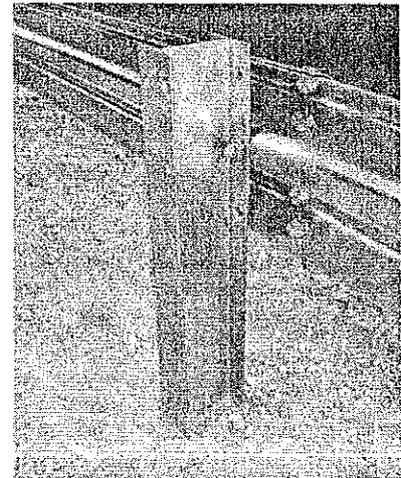
The TGS is Test Level 3 compliant for both NCHRP Report 350 and MASH.

## Features

- Standard strong posts.
- No offset blocks required.
- Countersunk head bolts.
- Splices at posts.
- NCHRP Report 350, Test Level 3 compliant.
- MASH, Test Level 3 compliant.
- Reduces site grading as a result of eliminated blockout.

## Specifications

- Standard W-Beam guardrail  
W6 x 8.5 x 6'0" (W150 x 12.6 x 1,830 mm),
- W-Beam guardrail height:  
31" (787 mm).
- Post spacing: 6'3" (1,905 mm),
- Countersunk head bolts 5/8" x 1 3/4"  
(16 mm x 45 mm).3



1-800-527-6050  
[www.highwayguardrail.com](http://www.highwayguardrail.com)

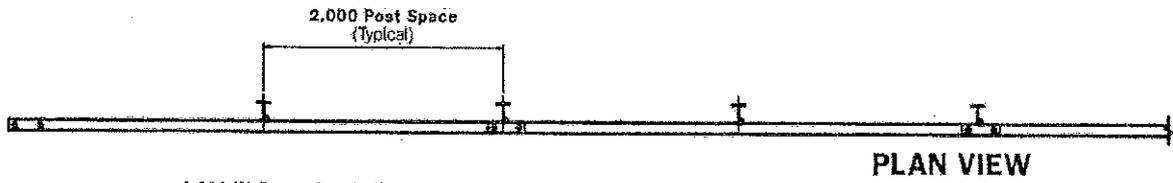
1-888-323-6374  
[www.energyabsorption.com](http://www.energyabsorption.com)



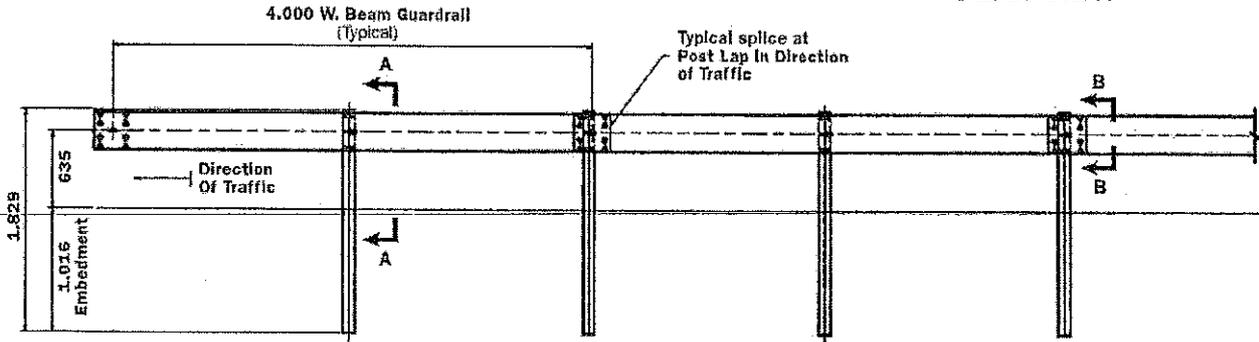
BUILDING TOMORROW'S HIGHWAY SAFETY SOLUTIONS TODAY

**TGS™**

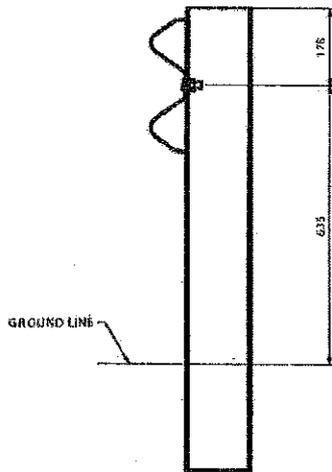
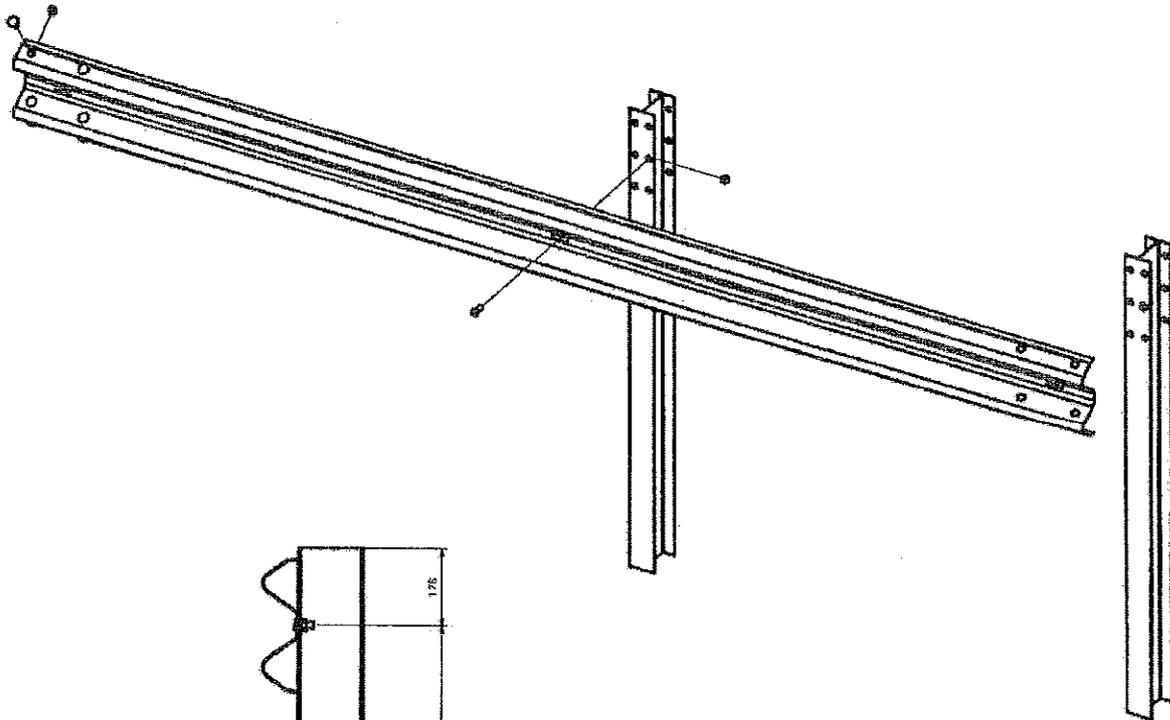
Trinity Guardrail System



**PLAN VIEW**



**ELEVATION VIEW**

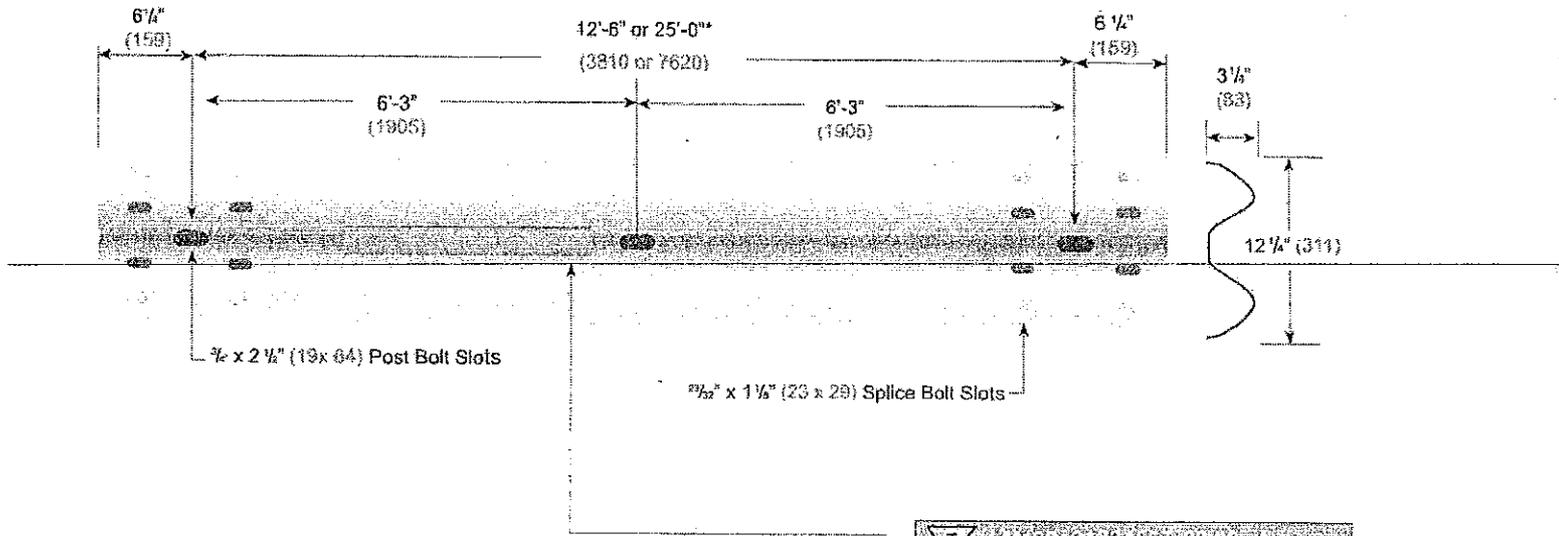


**SECTION A-A**



**SECTION B-B  
(TYPICAL SPLICE)**

### W-BEAM RAIL



### W-BEAM / THRIE BEAM CENTER PUNCHING

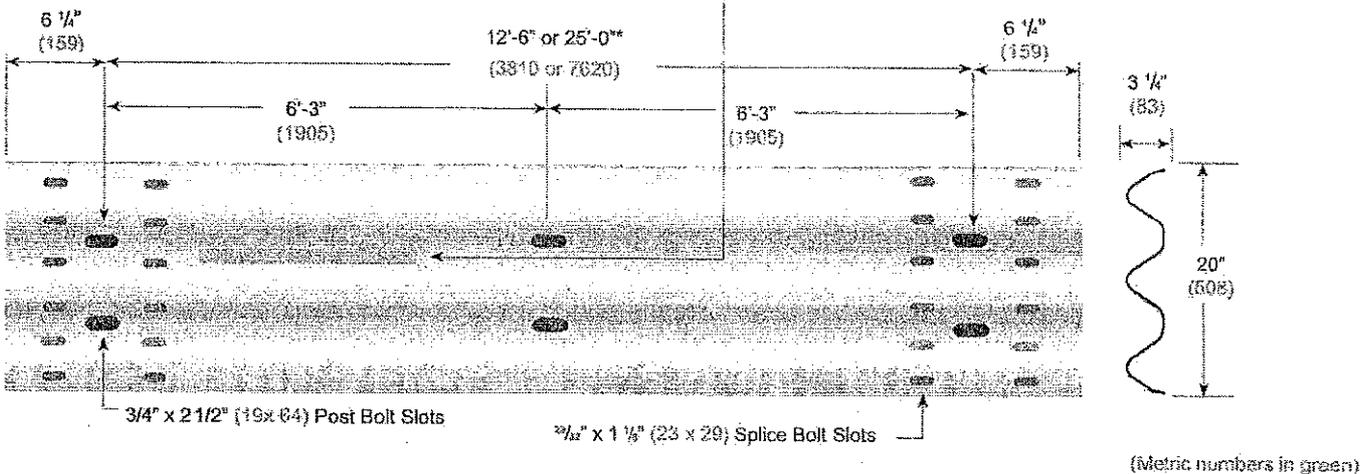
Part Number	Length	O.C.
8G / 208G	12'-6" (3810 mm)	58G / 258G
9G / 209G	6'-3" (1905 mm)	60G / 260G
11G / 211G	3'-1 1/2" (952 mm)	61G / 261G

Part numbers shown for 12 gauge material; 10 gauge part numbers available upon request.

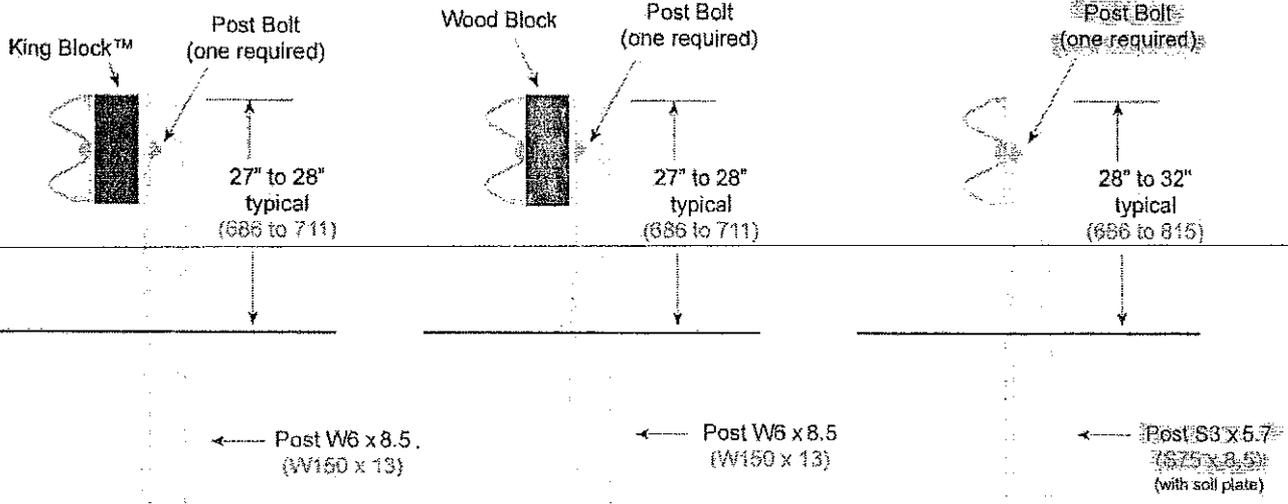


1. MANUFACTURER  
 = Trinity Industries
  2. AASHTO SPECIFICATIONS
  3. MILL HEAT NUMBER
  4. GALVANIZED LOT  
 08 = Week (8th Week)  
 00 = Year (2000)
  5. CLASS  
 Class A = 12 gauge  
 Class B = 10 gauge
- TYPE**
- Type 1 = Zinc Coated 1.8 oz/ft<sup>2</sup> (550 g/m<sup>2</sup>) minimum single spot
  - Type 2 = Zinc Coated 3.6 oz/ft<sup>2</sup> (1100 g/m<sup>2</sup>) minimum single spot
  - Type 3 = Uncoated steel
  - Type 4 = Weathering Steel

### THRIE BEAM RAIL



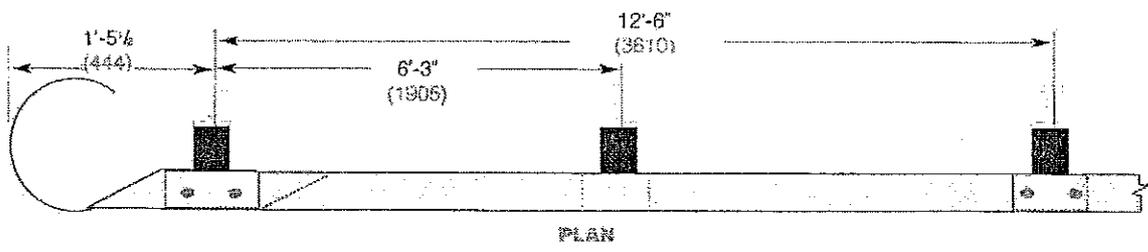
**W-BEAM POST SYSTEMS**



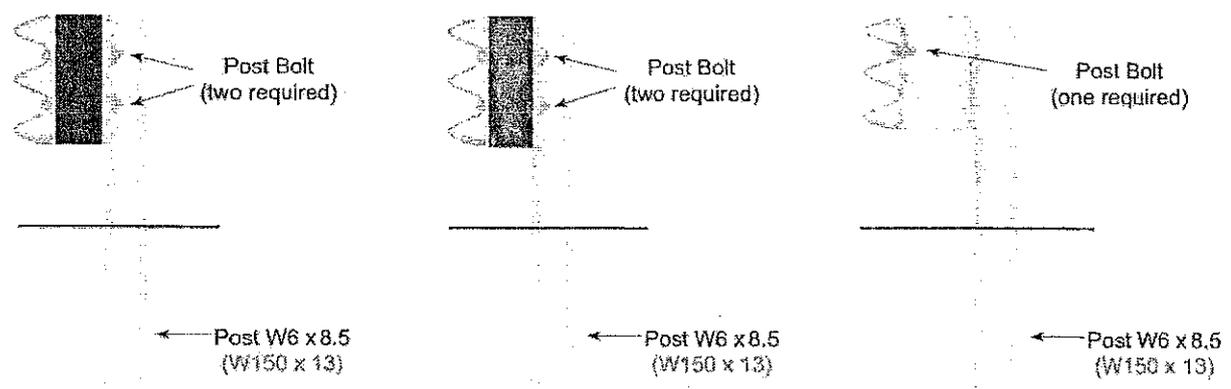
**STRONG POST WITH KING BLOCK™**

**STRONG POST WITH WOOD BLOCK**

**WEAK POST**



**THREE BEAM POST SYSTEMS**



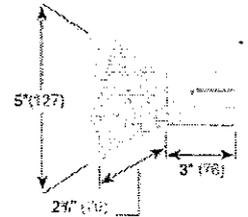
**STRONG POST WITH KING BLOCK**

**STRONG POST WITH WOOD BLOCK**

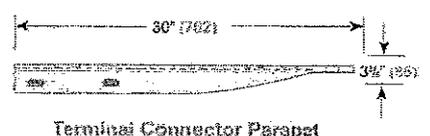
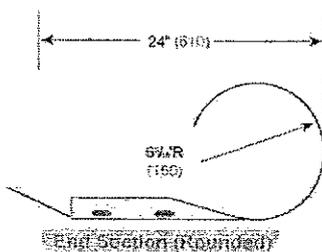
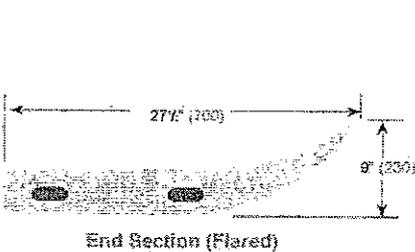
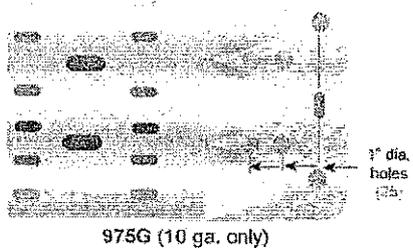
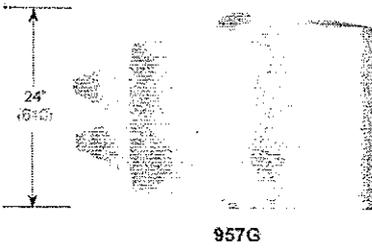
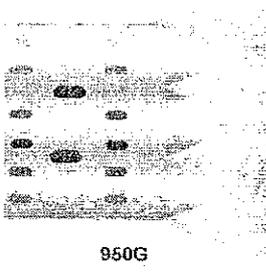
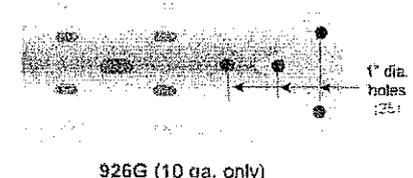
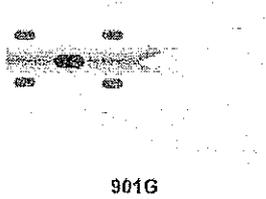
**STRONG POST WITH MODIFIED STEEL BLOCK (TEST LEVEL 4)**

**W-BEAM & THRIE BEAM RAIL END SECTIONS**

NOMINAL WEIGHT					
	lbs	kg		lbs	kg
<b>W-Beam</b>			<b>Thrie-Beam</b>		
901G (12 ga.)	18	8.2	950G (12 ga.)	29	13.2
907G (12 ga.)	22	10.0	957G (12 ga.)	37	16.8
926G (10 ga.)	22	10.0	975G (10 ga.)	37	16.8



Reflectorized Washer



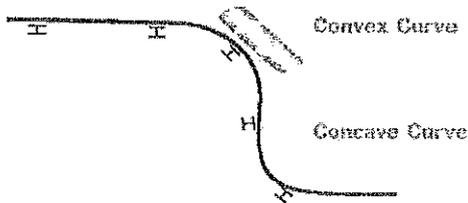
Components are available in 12 gauge or 10 gauge as required (except where noted).  
 Finish is available either hot dip galvanized or weathering steel.

# GUARDRAIL

## RADIUS RAIL INFORMATION

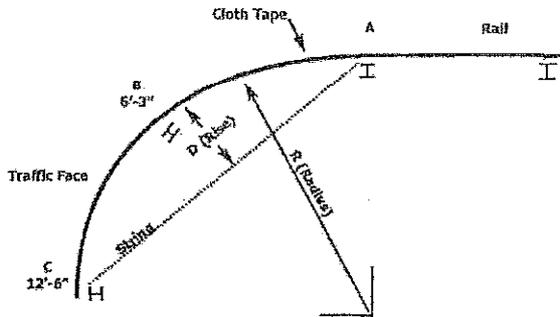
Rail sections specified to be installed on curves having a radius of 5 feet (1.5m) to 150 feet (45.7m) can be curved in our fabricating facilities prior to delivery.

Rail can be curved either convex or concave as required. Terms convex or concave refer to the direction curved, outward or inward, relative to the traffic face of the rail.



The diagrams & chart provide data for locating posts and curves. For assistance, please contact our Sales Offices.

### TO FIND THE RADIUS FOR A CURVED RAIL:



**STEP 1:** Starting at the last post in the straight run (point A), lay cloth tape along the path that the curved guard rail will follow.

**STEP 2:** Mark-off two points along the curved cloth tape: One at 6'3", or 1905 mm (point B) and the second at 12'-6" or 3810 mm (point C).

**STEP 3:** Pull string directly from starting point (point A) to the second mark-off point (point C).

**STEP 4:** Measure from the first mark-off point (point B) over to the mid-point of the taut string. This measurement (D) is the Rise.

**STEP 5:** Check the chart to find the Radius (R), given the Rise (D). Example: a Rise of 4 inches (102 mm) would result in a radius of 60 feet (18.3 m).

**Note:** Follow the steps above for each piece of rail section in the curved run. The arc may not be consistent and each consecutive piece of rail may differ in radius from the previous one. Please consult with an individual approved by the governmental authority specifying and supervising the installation of the guardrail.

Radius (ft) (1:30.5)	Radius (ft) (1:30.5)	Radius (ft) (1:30.5)	Radius (ft) (1:30.5)
41	5	1041	1.5
36	6	914	1.8
28	8	711	2.4
26	9	660	2.7
22	10	559	3.1
20	12	508	3.7
18	13	457	4.0
16	15	406	4.6
14	16	356	4.9
11 3/4	20	295	6.1
9 1/4	25	241	7.6
7 3/4	30	197	9.1
6 3/4	35	171	10.7
6	40	152	12.2
5 1/4	45	133	13.7
4 5/8	50	117	15.2
4 1/4	55	108	16.8
4	60	102	18.3
3 3/4	65	92	19.8
3 3/8	70	86	21.3
3 1/4	75	83	22.9
3	80	78	24.4
2 3/4	85	70	25.9
2 5/8	90	67	27.4
2 1/2	95	64	29.0
2 3/8	100	60	30.5
2 1/8	110	54	33.5
2	120	51	36.6
1 3/4	130	44	39.6
1 5/8	140	41	42.7
1 1/2	150	38	45.7

## CONTRACT FOR PROFESSIONAL GIS SERVICES

THIS AGREEMENT entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between CITY OF DIAMONDHEAD, MISSISSIPPI, (herein called the "CITY") and the SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT (herein called the "SMPDD").

### WITNESSETH THAT:

WHEREAS, the CITY desires to engage SMPDD to render certain technical or professional services, hereafter described:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) Employment of SMPDD - The CITY hereby agrees to engage the SMPDD, and the SMPDD hereby agrees to provide the services hereinafter described.
- 2) Scope of Services - SMPDD will furnish the appropriate personnel and attendant resources to perform the services described in the "Scope of Services," which is attached hereto and made a part hereof by reference.
- 3) Period of Performance - The SMPDD will undertake performance of the services referred to in "Scope of Services," for the period beginning upon approval by the CITY and will continue such services until the end of the fiscal year.
- 4) Termination of Convenience to the SMPDD - The SMPDD may terminate this Contract at any time by giving written notice to the CITY of such termination. If this Contract is terminated by the SMPDD as provided herein, the CITY will be reimbursed equal to its contribution, less any costs actually incurred by the SMPDD which are directly attributable to the services covered by this Contract.
- 5) Termination of Convenience to the CITY - The CITY may terminate this Contract at any time by giving written notice to the SMPDD of such termination. If this Contract is terminated by the CITY as provided herein, the SMPDD will be reimbursed equal to its contribution, less any costs actually incurred by the CITY which are directly attributable to the services covered by this Contract.
- 6) Changes - This contract may be altered from time to time with the approval of both the parties. Such changes, including any increase or decrease in the amount of the CITY's contribution or compensation received by SMPDD shall be incorporated in written amendments to this Contract.
- 7) Compensation - Seventy-five dollars (\$75.00) per hour, not to exceed \$5,000, for performing administrative services, technical guidance and technical labor through the end of September 2014. The CITY will be billed on a monthly basis for services performed during the month prior.

8) CITY Cooperation - The CITY hereby agrees that its officials and employees will cooperate with the SMPDD in the discharge of its responsibility under this Contract and will be available for consultation at such times as may be mutually agreeable to both parties. The CITY shall make available to the SMPDD or its designated agents, all data, records, reports, or other information as are existing, available, and necessary for carrying out this Contract.

9) Products of this Contract – It is understood and acknowledged by the CITY that SMPDD shall retain ownership of all work products it develops as necessary to produce the items which the SMPDD is required to produce for the CITY under this Agreement.

IN WITNESS WHEREOF, the SMPDD and the Local Government have executed this Agreement as of this date first above written.

ATTEST:

SOUTHERN MISSISSIPPI PLANNING  
AND DEVELOPMENT DISTRICT

\_\_\_\_\_

\_\_\_\_\_  
LEONARD BENTZ II  
EXECUTIVE DIRECTOR

ATTEST:

CITY OF DIAMONDHEAD, MISSISSIPPI

\_\_\_\_\_

\_\_\_\_\_  
THOMAS E. SCHAFER IV  
MAYOR

## **Scope of Services**

Technical Assistance - The SMPDD will provide technical assistance as needed. This will include but is not limited to GIS data collection and maintenance, GIS Structure development, GPS technical assistance, training, and the assistance of integrating the internal interactive mapping into the daily workflow within selected departments within the CITY.