



Agenda Item 2016-020

5000 Diamondhead Circle • Diamondhead, MS 39525-3260

Phone: 228.222.4626 Fax: 228-222-4390

www.diamondhead.ms.gov

February 2, 2016

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

RE: CDBG Project #1131-14-432-PF-01 ADA Improvements
Invoice #10033 Grant Administration Services

Dear Mayor and Councilmembers:

Attached for your review and consideration for payment is Invoice #10033 in the amount of \$1,249.08 from Professional Grant Management Services relating to City Hall ADA improvements.

If you find these documents to be in order, please accept my recommendation for payment approval. Thank you in advance for your consideration in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Clovis Reed", is written over the typed name.

Clovis Reed
City Manager

CR:jk

attachment

Professional Grant Management *services llc*

STATEMENT
FOR SERVICES RENDERED

CITY OF DIAMONDHEAD
PROJECT NO. 1131-14-432-PF-01
CITY HALL ADA IMPROVEMENTS PROJECT

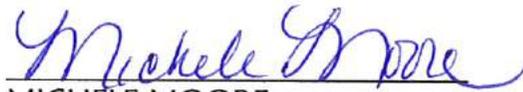
February 1, 2016

INVOICE NO. # 10033

Services Rendered Pertaining to the Application Preparation, Administration, and Implementation of Project 1131-14-432-PF-01 for the month of January 2016.

	<u>CDBG</u>	<u>CITY</u>
Contract Amount	\$11,000.00	\$ 13,989.00
Previously Invoiced	\$ 8,500.00	\$ 7,743.56
Current Amount Due	\$ 0.00	\$ 1,249.08
Balance left	\$ 2,500.00	\$ 4,996.36
 <i>Percent Complete</i>		 <i>96%</i>

CURRENT AMOUNT DUE \$1,249.08


MICHELE MOORE

P.O. Box 1465 • Biloxi • MS• 39533 • 228/826-1909 •
michele@pgms.ms • www.pgms.ms



Agenda Item 2016-021

5000 Diamondhead Circle · Diamondhead, MS 39525-3260

Phone: 228.222.4626 Fax: 228-222-4390

www.diamondhead.ms.gov

February 2, 2016

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Re: Equipment Disposition

Dear Mayor and Councilmembers:

Presented for your consideration and approval is the matter of disposition and disposal of the following equipment being property of the City:

1. Asset #00000052 - Dell Optiplex workstation – end of life (no longer supported by manufacturer) CGNCY1 (to be destroyed/discarded)
2. Asset #00000053 -Dell Optiplex workstation – end of life (no longer supported by manufacturer) CGPBYV1 (to be destroyed/discarded)
3. Asset #00000030 – Mower – engine non-repairable (will be used for parts)

With your approval of disposition, proper procedure will be followed with regard to disposal.

Thank you in advance for approval and consideration in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Clovis Reed". The signature is written in a cursive style with a large, looped "C" and "R".

Clovis Reed
City Manager

CR:jk

attachments



Agenda Item 2016-022

5000 Diamondhead Circle • Diamondhead, MS 39525-3260

Phone: 228.222.4626 Fax: 228-222-4390

www.diamondhead.ms.gov

February 3, 2016

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

RE: Traffic Study (STP-0023-00(050)LPA/ 107130-711000

Attached for your review and approval is Invoice No. 4 in the amount of \$38,127.62 to Pickering Firm, Inc. for professional services relating to the traffic study. This payment is part of the MDOT grant received for the traffic study and covers the period ending December 1 – 31, 2015 bringing the total paid to date at 85% of the estimated overall project cost.

Thank you for your approval and consideration in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Clovis Reed', is written over the typed name.

Clovis Reed
City Manager

CR:jk

attachment



*Service and Good Work...
Our Foundation, Our Future
Since 1946*

January 29, 2016

Mr. Clovis Reed, City Manager
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Re: City of Diamondhead Traffic Study
Project No. STP-0023-00(050)LPA
Pickering Project No. 24494.01
Hancock County

Dear Clovis:

Submitted herewith are five (5) original engineering estimates for the period ending December 31, 2015 on the above captioned project. The total billing to date reflects approximately 85% of the estimated fee for the project. Please sign where required and forward all five (5) originals to MDOT for further processing and reimbursement.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Rick Ferguson".

Richard C. Ferguson, P.E.
PRINCIPAL

pc: File

Enclosures

**CITY OF DIAMONDHEAD
TRAFFIC CIRCULATION STUDY
PROJECT NO. STP-0023-00(050)LPA/107130-711000
HANCOCK COUNTY**

ID	Task Name	Duration	% Complete	Week 1	Week 4	Week 7	Week 10	Week 13	Week 16	Week 19	Week 22
1	Notice To Proceed	0 wks	100%								
2	Task 1.0 - Obtain Traffic Data	1 wk	100%								
3	Task 2.0 - Evaluate Existing Operations	4 wks	100%								
4	Task 3.0 - Evaluate Base Year Model	2 wks	100%								
5	Task 4.0 - Develop Future Year Model	2 wks	90%								
6	Task 5.0 - Evaluate Future Operations	4 wks	90%								
7	Task 6.01 - Draft Report	2 wks	80%								
8	Task 6.02 - MDOT Review	6 wks	0%								
9	Task 6.03 - Final Report	2 wks	0%								



Task		Milestone		External Tasks	
Split		Summary		External MileTask	
Progress		Project Summary		Split	

Diamondhead Traffic Study

Project Status

January 29, 2016

Since our last project status report, we have completed building our future model. This includes calculating a trip generation from each land use anticipated to be constructed within the City Limits, analyzing the circulation needed for future traffic, and distributing traffic generated by planned future development on to the future roadway system. Furthermore, we have completed writing the draft report which will summarize the results of this study and present recommendations for transportation improvements within the study area. Based on the coordination with Gresham-Smith regarding their Traffic Study for MDOT, we have determined that a change will need to be made in the traffic distribution for the planned future development. Furthermore, the study intersections will need to be re-analyzed and modifications to the draft report will need to be made before a submittal can be given to MDOT for their review.



INVOICE

Pickering Firm, Inc.

Facility Design • Civil Engineering • Surveying •
 Transportation • Natural / Water Resources
 2001 Airport Road, Suite 201, Flowood, MS 39232
 PH 601.956.3663 FAX 601.956.7817 www.pickeringfirm.com

City of Diamondhead
 5000 Diamondhead Circle
 Diamondhead, MS 39525

January 29, 2016

Project No: 24494.01

Invoice No: 0078252

City of Diamondhead Traffic Study
 Project No. STP-0023-00(050)LPA/107130-711000
 Hancock County

Client Contact: Clovis Reed, City Manager

Professional Services from December 1, 2015 to December 31, 2015

Professional Personnel

	Hours	Rate	Amount	
SENIOR ENGINEER				
Ferguson, Richard	10.00	41.91	419.10	
Ferguson, Richard	3.00	42.80	128.40	
Ferguson, Richard	3.00	43.73	131.19	
Ferguson, Richard	7.00	50.29	352.03	
ENGINEER				
Schmidt, Derek	35.50	31.25	1,109.38	
Warkentin, Matthew	35.00	26.04	911.40	
Warkentin, Matthew	30.00	30.49	914.70	
Warkentin, Matthew	86.00	31.25	2,687.50	
SENIOR DESIGNER				
Michael, M. Paul	43.00	29.81	1,281.83	
PROFESSIONAL INTERN				
McCormick, William	41.50	22.94	952.01	
McCormick, William	43.00	23.80	1,023.40	
Totals	337.00		9,910.94	
	2.7772 times	9,910.94	27,524.66	
	1.12 times	27,524.66	30,827.62	
Total Labor				30,827.62

Consultants

CONSULTANTS-REIMB				
12/1/2015	SOUTHERN TRAFFIC SERVICES	15768		7,300.00
	Total Consultants		1.0 times	7,300.00
				7,300.00

Project	24494.01	City of Diamondhead Traffic Study	Invoice	0078252
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Billing Limits	Current	Prior	To-Date
Total Billings	38,127.62	14,527.11	52,654.73
Limit			61,851.81
Remaining			9,197.08
		Total this Invoice	\$38,127.62

Outstanding Invoices

Number	Date	Balance
0078098	12/18/2015	5,790.78
Total		5,790.78

Project 24494.01

City of Diamondhead Traffic Study

Invoice 0078252

Billing Backup

Friday, January 29, 2016

Pickering

Invoice 0078252 Dated 1/29/2016

10:53:34 AM

Professional Personnel

			Hours	Rate	Amount
SENIOR ENGINEER					
01908	Ferguson, Richard	12/1/2015	1.00	42.80	42.80
01908	Ferguson, Richard	12/2/2015	1.00	42.80	42.80
01908	Ferguson, Richard	12/4/2015	1.00	42.80	42.80
01908	Ferguson, Richard	12/7/2015	2.00	43.73	87.46
01908	Ferguson, Richard	12/8/2015	1.00	43.73	43.73
01908	Ferguson, Richard	12/14/2015	2.00	41.91	83.82
01908	Ferguson, Richard	12/15/2015	2.00	41.91	83.82
01908	Ferguson, Richard	12/16/2015	2.00	41.91	83.82
01908	Ferguson, Richard	12/17/2015	2.00	41.91	83.82
01908	Ferguson, Richard	12/18/2015	2.00	41.91	83.82
01908	Ferguson, Richard	12/21/2015	2.00	50.29	100.58
01908	Ferguson, Richard	12/22/2015	2.00	50.29	100.58
01908	Ferguson, Richard	12/23/2015	2.00	50.29	100.58
01908	Ferguson, Richard	12/28/2015	1.00	50.29	50.29
ENGINEER					
02018	Schmidt, Derek	12/14/2015	5.00	31.25	156.24
02018	Schmidt, Derek	12/15/2015	7.50	31.25	234.38
02018	Schmidt, Derek	12/16/2015	9.50	31.25	296.88
02018	Schmidt, Derek	12/17/2015	5.50	31.25	171.88
02018	Schmidt, Derek	12/18/2015	8.00	31.25	250.00
02036	Warkentin, Matthew	12/1/2015	9.00	26.04	234.36
02036	Warkentin, Matthew	12/2/2015	14.00	26.04	364.56
02036	Warkentin, Matthew	12/3/2015	6.00	26.04	156.24
02036	Warkentin, Matthew	12/4/2015	6.00	26.04	156.24
02036	Warkentin, Matthew	12/7/2015	10.00	30.49	304.90
02036	Warkentin, Matthew	12/8/2015	3.00	30.49	91.47
02036	Warkentin, Matthew	12/9/2015	3.00	30.49	91.47
02036	Warkentin, Matthew	12/10/2015	8.00	30.49	243.92
02036	Warkentin, Matthew	12/11/2015	6.00	30.49	182.94
02036	Warkentin, Matthew	12/14/2015	8.00	31.25	250.00
02036	Warkentin, Matthew	12/15/2015	10.00	31.25	312.50
02036	Warkentin, Matthew	12/16/2015	10.00	31.25	312.50
02036	Warkentin, Matthew	12/17/2015	10.00	31.25	312.50
02036	Warkentin, Matthew	12/21/2015	9.00	31.25	281.25
02036	Warkentin, Matthew	12/22/2015	10.00	31.25	312.50
02036	Warkentin, Matthew	12/23/2015	11.00	31.25	343.75
02036	Warkentin, Matthew	12/24/2015	10.00	31.25	312.50
02036	Warkentin, Matthew	12/31/2015	8.00	31.25	250.00
SENIOR DESIGNER					
01558	Michael, M. Paul	12/14/2015	1.00	29.81	29.81
01558	Michael, M. Paul	12/15/2015	8.00	29.81	238.48

Project	24494.01	City of Diamondhead Traffic Study			Invoice	0078252
01558	Michael, M. Paul	12/16/2015	8.00	29.81	238.48	
01558	Michael, M. Paul	12/17/2015	8.00	29.81	238.48	
01558	Michael, M. Paul	12/18/2015	8.00	29.81	238.48	
01558	Michael, M. Paul	12/21/2015	10.00	29.81	298.10	
PROFESSIONAL INTERN						
02057	McCormick, William	12/7/2015	9.00	22.94	206.46	
02057	McCormick, William	12/8/2015	8.00	22.94	183.52	
02057	McCormick, William	12/9/2015	8.00	22.94	183.52	
02057	McCormick, William	12/10/2015	8.00	22.94	183.52	
02057	McCormick, William	12/11/2015	8.50	22.94	194.99	
02057	McCormick, William	12/21/2015	4.00	23.80	95.20	
02057	McCormick, William	12/22/2015	8.00	23.80	190.40	
02057	McCormick, William	12/23/2015	6.00	23.80	142.80	
02057	McCormick, William	12/28/2015	9.00	23.80	214.20	
02057	McCormick, William	12/29/2015	8.00	23.80	190.40	
02057	McCormick, William	12/30/2015	8.00	23.80	190.40	
Totals			337.00		9,910.94	
			2.7772 times	9,910.94	27,524.66	
			1.12 times	27,524.66	30,827.62	
Total Labor						30,827.62
Consultants						
CONSULTANTS-REIMB						
AP 0147999	12/1/2015	SOUTHERN TRAFFIC SERVICES /			7,300.00	
		15768				
Total Consultants				1.0 times	7,300.00	7,300.00
Total the Project						\$38,127.62
Total this Report						\$38,127.62

SOUTHERN TRAFFIC SERVICES, INC.

2911 WESTFIELD ROAD
 GULF BREEZE, FL 32563
 USA

INVOICE

Invoice Number: 15065.01
 Invoice Date: Oct 31, 2015
 Page: 1

Voice: 850-934-5732
 Fax: 850-934-0373

Bill To:
 PICKERING
 2001 AIRPORT ROAD
 SUITE 201
 FLOWOOD, MS 39232

Ship to:
 PICKERING
 2001 AIRPORT ROAD
 SUITE 201
 FLOWOOD, MS 39232

Customer ID	Customer PO	Payment Terms	
PICK FLO MS	15768	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		12/31/15

Quantity	Item	Description	Unit Price	Amount
5.00	1	12 HR TURNING MOVEMENT COUNTS	700.00	3,500.00
38.00	1	15 - 24 HR CLASS COUNTS - TOTAL OF 38 LANES CITY OF DIAMONDHEAD TRAFFIC STUDY	100.00	3,800.00

581817

APPROVED FOR PAYMENT
 DIRECT **REIMBURSABLE**
 JOB # 2494.01 TASK 002
 P.O. / CPO 15768.00
 BY RCF

Subtotal	7,300.00
Sales Tax	
Total Invoice Amount	7,300.00
Payment/Credit Applied	
TOTAL	7,300.00

Check/Credit Memo No:



Budget Amendment Request

Fund Name: 154 Small Municipalities - Special Revenue
 Department #: N/A
 Department Name: N/A
 Requested by: Kristin Ventura

Date: _____
 Budget Entry #: 2016-154-1
 Amendment #: 2016-154-1

	Original Budget	Prior Amendments	This Amendment	Revised Budget
TOTAL REVENUE	\$ -	\$ -	\$ 150,000.00	\$ 150,000.00

EXPENDITURES:

Personnel Services	\$ -	\$ -	\$ -	\$ -
Supplies	-	-	-	-
Contractual Services	53,230.00	-	9,445.00	62,675.00
Grants/Subsidies/Allocations	-	-	-	-
Debt Service	-	-	-	-
CAPITAL OUTLAY	88,050.00	-	200,555.00	288,605.00
TOTAL EXPENDITURES	\$ 141,280.00	\$ -	\$ 210,000.00	\$ 351,280.00
REVENUE OVER/(UNDER) EXPENDITURES	\$ (141,280.00)	\$ -	\$ (60,000.00)	\$ (201,280.00)

OTHER FINANCING SOURCES AND USES:

Transfers In from Other Funds	\$ 141,280.00	\$ -	\$ 60,000.00	\$ 201,280.00
Transfers Out to Other Funds	-	-	-	-
TOTAL ALL	\$ -	\$ -	\$ -	\$ -

Description To recognize award of Small Municipalities Grant and change to original scope of work for a new access road on the Eastside of the commercial area running from East Aloha Drive to Diamondhead East Drive.

Other

§ 21-35-25. Revision of municipal budget

Any amendments made pursuant to this section to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget. Separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. This publication or posted notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice.



Agenda Item 2016-024

Budget Amendment Request

Fund Name: General
 Department #: 000
 Department Name: Nondepartmental
 Requested by: Kristin Ventura

Date: _____
 Budget Entry #: 2016-000-1
 Amendment #: 2016-000-1

	Original Budget	Prior Amendments	This Amendment	Revised Budget
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -
EXPENDITURES:				
Personnel Services	\$ -	\$ -	\$ -	\$ -
Supplies	-	-	-	-
Contractual Services	-	-	-	-
Grants/Subsidies/Allocations	-	-	-	-
Debt Service	-	-	-	-
CAPITAL OUTLAY	-	-	-	-
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
REVENUE OVER/(UNDER) EXPENDITURES	\$ -	\$ -	\$ -	\$ -

OTHER FINANCING SOURCES AND USES:

Transfers In from Other Funds	\$ -	\$ -	\$ -	\$ -
Transfers Out to Other Funds	141,280.00	-	60,000.00	201,280.00
TOTAL ALL	\$ 141,280.00	\$ -	\$ 60,000.00	\$ 201,280.00

Description To recognize award of Small Municipalities Grant and change to original scope of work for a new access road on the Eastside of the commercial area running from East Aloha Drive to Diamondhead East Drive.

Other Additional Match \$ 60,000.00

§ 21-35-25. Revision of municipal budget

Any amendments made pursuant to this section to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget. Separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. This publication or posted notice shall contain a description of the amendment, the amount of money and funds affected, and a detailed statement explaining the need and purpose of the amendment. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice.

**SMALL MUNICIPALITIES AND LIMITED POPULATION COUNTIES GRANT
Budget**

Applicant: City of Diamondhead

Funding Year: 2015

Grant Year: 2015 Contract # SM-15-709

Description	MDA		Other Funding Sources			Total
			Local Sponsor	Private Company	Other	
Administration						
General Administration			\$ 3,295.00			\$ 3,295.00
Application Prep.			\$ 2,000.00			\$ 2,000.00
						\$ -
Subtotal (A)			\$ 5,295.00	\$ -	\$ -	\$ 5,295.00

Description	MDA		SMLPC	Other Funding Sources			Total
				Local Sponsor	Private Company	Other	
Econ. Dev							
Architectural/Engineering				\$ 57,380.00			\$ 57,380.00
Contingency							\$ -
Construction of Public Building							\$ -
Renovation of Public Building							\$ -
Purchase of Public Building							\$ -
Downtown Improvements							\$ -
Street Improvements			\$ 150,000.00	\$ 138,605.00			\$ 288,605.00
Other (Describe)							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
Subtotal (B)			\$ 150,000.00	\$ 195,985.00	\$ -	\$ -	\$ 345,985.00
Total Project Cost (A + B)			\$ 150,000.00	\$ 201,280.00	\$ -	\$ -	\$ 351,280.00

RECEIVED

JAN 25 2016

MDA
COMMUNITY SERVICES DIV.



STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
GLENN MCCULLOUGH, JR.
EXECUTIVE DIRECTOR

February 1, 2016

Mr. Clovis Reed
City Manager
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, Mississippi 39525

Dear Mr. Reed:

We have received your letter dated January 21, 2016, requesting to change the scope of work on the City of Diamondhead's application for Small Municipalities and Limited Population Counties Program. We will allow you to change the original scope of work from originally constructing a Roundabout on West Aloha Drive to now constructing a New Access Road on the Eastside of the Commercial area running from East Aloha Drive to Diamondhead East Drive.

A copy of your revised budget is enclosed. Should you have questions concerning your project, please call Patricia Turner at (601) 359-9316.

Sincerely,

A handwritten signature in cursive script that reads "Sara W. Doss".

Sara W. Doss
Bureau Manager
Community Services Division

SWD:pjt

cc: Michele Moore

Enclosure



Agenda Item 2016-025
5000 Diamondhead Circle • Diamondhead, MS 39525-3260
Phone: 228.222.4626 Fax: 228-222-4390
www.diamondhead.ms.gov

February 11, 2016

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

The Mississippi Emergency Management Agency's Statewide Mutual Aid Compact (SMAC) has been presented to the City for consideration. The agreement provides for mutual aid from state, counties and other municipalities with regard to loan or lease of equipment, manpower and other resources during times of disaster.

Should you find this document to be acceptable, please accept my recommendation to participate in the Statewide Mutual Aid Compact.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Clovis Reed', is written over the word 'Sincerely,'.

Clovis Reed
City Manger

CR:jk

attachment



HANCOCK COUNTY EMERGENCY MANAGEMENT AGENCY

6069 Cuevas Town Road
Kiln, MS 39556
OFFICE: 228-466-8320 • FAX: 228-466-8229



BRIAN ADAM
DIRECTOR

JOHN A. EVANS
DEPUTY DIRECTOR

February 10, 2016

Tommy Scaffer
Mayor, Diamondhead

Clovis Reed
City Manager, Diamondhead

Mayor & City Manager;

The Mississippi Emergency Management Agency sent out the State Mutual Aid Agreement (SMAC) for the County and City Governments to participate in if you choose to.

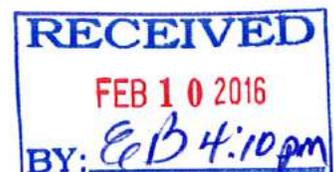
This agreement allows the County and City Governments to send help to other Counties and Cities and also receive help from other Counties and Cities.

Attached is the State Mutual Aide Agreement (SMAC). If you wish to participate, please sign the SMAC Agreement and return it to the Hancock County Emergency Management Office. We will send it into the Mississippi Emergency Management Agency (MEMA).

The Hancock County Board of Supervisors approved the State Mutual Aid Agreement (SMAC) on January 19, 2016.

Thank you for your cooperation;

Brian T. Adam
EMA Director



SMAAC

Statewide Mutual Aid Compact

A System for Using all
Available Resources
during Emergencies



The State of Mississippi

STATEWIDE MUTUAL AID COMPACT

(SMAC)

Revised March 2015

THIS AGREEMENT IS ENTERED INTO AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, EACH COUNTY AND MUNICIPALITY, AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS 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, the Mississippi Band of Choctaw Indians, a sovereign nation and Federally-recognized American Indian tribe living with the State of Mississippi, and the State of Mississippi have a mutual interest in protecting their citizens and properties and acknowledge that mutual cooperation in responding to man-made and natural disasters is beneficial to the State of Mississippi, the state's political subdivisions, and the Mississippi Band of Choctaw Indians.

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 with each other and the Mississippi Band of Choctaw Indians 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, Section 33-15-11(c)(2) & (3) 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 and the Mississippi Band of Choctaw Indians 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, MEMA requires that each municipality must coordinate requests for state or federal emergency response assistance with its county, while county and tribal requests for state or federal emergency response assistance may be made directly to MEMA; 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, provisions of available resources as listed in the statewide resource database (WebEOC Resource Manager), 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 and Mississippi Band of Choctaw Indians 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 or the Tribal Chief, 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, any political subdivision of the State of Mississippi, and/or the Mississippi Band of Choctaw Indians which executes 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, and county and tribal emergency agencies may coordinate requests for state or federal assistance directly with MEMA. All requests for mutual aid shall be transmitted by the Authorized Representative or the director of the local county 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 agrees 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.E. or a subsequent written addendum to the acknowledgment, the reimbursable expenses with an itemized notice are payable 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 the timeframe outlined above. 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, 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 of the 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:
SECRETARY-TREASURER

MISSISSIPPI BAND OF
CHOCTAW INDIANS

By: _____

By: _____
Tribal Chief

APPROVED AS TO FORM:
Attorney General

Date: _____

By: _____

ATTEST:
CLERK OF THE BOARD
OF MISSISSIPPI

BOARD OF SUPERVISORS
OF Hancock MISSISSIPPI
(county)

By: Timothy A. Kelley

By: [Signature]
President

APPROVED AS TO FORM:
County Attorney

Date: 1-29-16

By: [Signature]

ATTEST:
CITY CLERK

CITY/TOWN OF
MISSISSIPPI

By: _____

By: _____
Title:

APPROVED AS TO FORM:
City Attorney

Date: _____

By: _____

STATE OF MISSISSIPPI
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

By: _____
Director

Date: _____

STATEWIDE MUTUAL AID COMPACT

EXHIBIT A

Date: January 19, 2016
Name of Government: Hancock County Board of Supervisors
Mailing Address: 854 Hwy 90 Suite A
City: Ray, ST. Louis, MS Zip Code: 39520

Authorized Representative to Contact for Emergency Assistance

Primary Representative:

Name: Brian "Hooty" Adam
Title: Emergency Management Director
Day Phone: 228-255-0942 Night Phone: 228-216-0738
Fax No: 228-255-6775 Pager No: N/A

1st Alternate Representative

Name: John Albert Evans
Title: Emergency Management Deputy Director
Day Phone: 228-255-0942 Night Phone: 228-493-7813
Fax No: 228-255-9456 Pager No: N/A

2nd Alternate Representative

Name: Jeniffer Lacoste
Title: Emergency Management Administrative Assistant
Day Phone: 228-255-0942 Night Phone: 228-332-1638
Fax No: 228-255-9456 Pager No: N/A