



April 28, 2016

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

Re: Cruisin' The Coast 2016

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 5, 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 appropriate printed materials and website.
- Direct marketing to CTC auto registrants via insert into our official registration packet. (Printing of 8,500 flyers will be at Diamondhead's cost. Flyers to be delivered to CTC by September 21.)
- 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

Clovis Reed

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

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

City Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Agenda Item 2016-092*



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 3, 2016

Mayor and Councilmembers  
5000 Diamondhead Circle  
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

Re: Hazard Mitigation Grant Program Project #4081-0015 (Close Out and Final Payment)

Attached for your review and consideration Pay Application #5 to Vision Constructors, Inc. in the amount of \$73,507.15 for the Hazard Mitigation Project #4081-0015. This final invoice includes payment for the additional roof hardening and the cost overrun on the tie down straps. The Substantial Completion, punch list and punch list completion verification are attached.

If you find these documents to be in order, please accept my recommendation for approval.

Sincerely,

Clovis Reed  
City Manager

attachment

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF ONE

PAGES

**TO OWNER:**

City of Diamondhead  
Diamondhead, MS

PROJECT: 12-035e

Diamondhead Hazard Mitigation

APPLICATION NO:

5

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

**FROM CONTRACTOR:**

Vision Constructors, Inc.  
608 34th Street  
Gulfport, MS 39501

VIA ARCHITECT: Eley Guild Hardy Architects

1091 Tommy Munro Drive  
Biloxi, MS 39532

PERIOD TO:

5/27/2016

PROJECT NOS:

12-035e

**CONTRACT FOR:**

CONTRACT DATE: 5-Mar-2015

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	389,900.00
2. Net change by Change Orders	\$	171,735.20
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	561,635.20
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	561,635.20
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. 5 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	561,635.20
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	488,128.05
8. CURRENT PAYMENT DUE	\$	73,507.15
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$125,200.00	\$0.00
Total approved this Month	\$46,535.20	\$0.00
<b>TOTALS</b>	<b>\$171,735.20</b>	<b>\$0.00</b>
<b>NET CHANGES by Change Order</b>	<b>\$171,735.20</b>	<b>\$0.00</b>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

Vision Constructors, Inc.

By:

*[Handwritten Signature]*

Date:

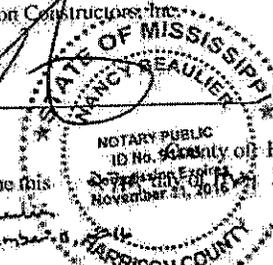
5/22/16

State of Mississippi

Subscribed and sworn to before me this

Notary Public: *Nancy Beaulieu*

My Commission expires: *November 8, 2016*



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*  
ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Diamondhead City Hall Hazard Mitigation  
12-035  
Diamondhead, MS

Vision Constructors, Inc.  
Ecky Guild Hardy Architects

AIR DOCUMENT 6703

APPLICATION NUMBER:  
APPLICATION DATE:  
PERIOD TO:

27-May-16  
27-May-16

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED TO DATE (D+E)	H % (G/C)	I BALANCE TO FINISH (C-(D+E))	J RETAINAGE 5%
			PREVIOUS APPLICATION	THIS PERIOD					
<b>DIVISION 1 GENERAL CONDITIONS</b>									
1	Mobilization	5,000	5,000			5,000	100%	0	250
2	Supervision	2,000	2,000			2,000	100%	0	350
3	Builders Risk Insurance	1,150	1,150			1,150	100%	0	58
4	Bond	6,450	6,450			6,450	100%	0	323
5	MGRY	13,650	13,650			13,650	100%	0	683
6	Allowance	20,000	18,719	1,281		20,000	100%	0	1,000
7	Misc. General Conditions	5,000	5,000			5,000	100%	0	250
<b>DIVISION 2 SITEWORK</b>									
8	Demolition	11,750	11,750			11,750	100%	0	588
<b>DIVISION 3 CONCRETE</b>									
<b>DIVISION 4 MASONRY</b>									
9	Cast Stone Material	2,000	2,000			2,000	100%	0	100
10	Cast Stone Labor	1,850	1,850			1,850	100%	0	93
<b>DIVISION 5 ROUGH CARPENTRY</b>									
11	Rough Carpentry	5,500	5,500			5,500	100%	0	275
12	Finish Carpentry	1,250	1,250			1,250	100%	0	63
<b>DIVISION 6 THERMAL &amp; MOISTURE PROTECTION</b>									
13	Roofing: Demo and Installation of Underlayment	44,000	44,000			44,000	100%	0	2,200
14	Roofing: Installation of New Roof Decking	2,000	2,000			2,000	100%	0	100
15	Roofing: Fabricate and Install Standing Seam Metal Roof	141,000	141,000			141,000	100%	0	7,050
16	Roofing: Install liquid applied roofing membrane	9,000	9,000			9,000	100%	0	450
17	Roofing: Sheetmetal Flashing and Trim	15,000	15,000			15,000	100%	0	750
18	Fiber Reinforced Siding Material	2,200	2,200			2,200	100%	0	110
19	Fiber Reinforced Siding Labor	4,900	4,900			4,900	100%	0	245
<b>DIVISION 8 DOORS &amp; WINDOWS</b>									
20	Door/Hardware Material	5,850	5,850			5,850	100%	0	293
21	Door Labor	1,200	1,200			1,200	100%	0	60
22	Storefront: Aluminum Framing Material	24,500	24,500			24,500	100%	0	1,225
23	Storefront: Glass Material	27,000	27,000			27,000	100%	0	1,350
24	Storefront: Labor	27,000	27,000			27,000	100%	0	1,350
<b>DIVISION 9 FINISHES</b>									
25	Gypsum Board Assemblies	650	650			650	100%	0	33

**CONTINUATION SHEET**  
 Diamondhead City Hall Hazard Mitigation  
 12-019c  
 Diamondhead, MS

Vision Constructors, Inc.  
 Eby-Guld Hardy Architects

AIA DOCUMENT G703

APPLICATION NUMBER:  
 APPLICATION DATE:  
 PERIOD TO:

27-519/16  
 27-519/16

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED	G		H BALANCE TO FINISH (C-(D+E))	I RETAINAGE 5%
			PREVIOUS APPLICATION	THIS PERIOD		TOTAL COMPLETED TO DATE (D+E)	% (G/C)		
26	Painting	5,000	-5000			5,000	100%	0	250
	CHANGE ORDER					0		0	0
27	Change order #1 Roofing	19,200	19200			19,200	100%	0	960
28	Change Order #1 Storefront Doors	106,000	106000			106,000	100%	0	5,300
29	Change Order #2 Roofing	46,535.20		46,535.20		46,535	100%	0	2,327
SUB TOTALS		561,635.20	513,819.00	47,816.20		561,635.20	100.00%	-	28,755.00



# AIA Document G706™ - 1994

## Contractor's Affidavit of Payment of Debts and Claims

<b>PROJECT:</b> <i>(Name and address)</i> Diamondhead Hazard Mitigation Improvements to Diamondhead City Hall Diamondhead, Mississippi	<b>ARCHITECT'S PROJECT NUMBER:</b> 12-035e	<b>OWNER</b> <input type="checkbox"/>
	<b>CONTRACT FOR:</b> General Construction	<b>ARCHITECT</b> <input type="checkbox"/>
		<b>CONTRACTOR</b> <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS 39525	<b>CONTRACT DATED:</b> March 5, 2015	<b>SURETY</b> <input type="checkbox"/>
		<b>OTHER</b> <input type="checkbox"/>

**STATE OF:** Mississippi  
**COUNTY OF:** Harrison

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

**EXCEPTIONS:**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment:  Yes  No

N/A - AFP #5  
The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
- Contractor's Affidavit of Release of Liens (AIA Document G706A™)

**CONTRACTOR:** *(Name and address)*

Vision Constructors, Inc.  
608 34<sup>th</sup> Street  
Gulfport, MS 39501

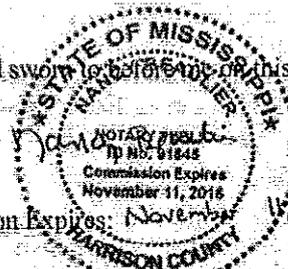
BY:

*(Signature of authorized representative)*

John M. Rollins, President  
*(Printed name and title)*

Subscribed and sworn to before me on this date: May 27, 2016

Notary Public:



My Commission Expires: November 11, 2016

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



# AIA Document G706A™ - 1994

## Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)* ARCHITECT'S PROJECT NUMBER: 12-035e OWNER   
 Diamondhead Hazard Mitigation CONTRACT FOR: General Construction ARCHITECT   
 Improvements to Diamondhead City Hall CONTRACTOR   
 Diamondhead, Mississippi SURETY   
 TO OWNER: *(Name and address)* CONTRACT DATED: March 5, 2015 OTHER   
 City of Diamondhead  
 5000 Diamondhead Circle  
 Diamondhead, MS 39525

STATE OF: Mississippi  
 COUNTY OF: Harrison

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

Vision Constructors, Inc  
 608 34<sup>th</sup> Street  
 Gulfport, MS 39501

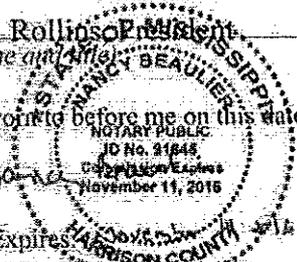
*(Signature of authorized representative)*

John M. Rollins, President  
*(Printed name and title)*

Subscribed and sworn to before me on this date: May 27, 2015

Notary Public: *(Signature)*

My Commission Expires: November 11, 2016



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

**CONSENT OF SURETY  
TO FINAL PAYMENT**

*AIA Document G707*

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

Bond No. 438CSGV7669

**TO OWNER:**  
*(Name and address)*

City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS 39525

**ARCHITECT'S PROJECT NO.:**

**CONTRACT FOR:** General Construction

**PROJECT:**  
*(Name and address)*

12-035e Hazard Mitigation Improvements to Diamondhead City Hall, Diamondhead, MS

**CONTRACT DATED:** March 5, 2015

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Hartford Casualty Insurance Company  
One Hartford Plaza  
Hartford, CT 06155-0001

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

Vision Constructors, Inc.  
608 34th Street  
Gulfport, MS 39501

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to  
*(Insert name and address of Owner)*

City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS 39525

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 17, 2015  
*(Insert by writing the month followed by the numeric date and year.)*



Hartford Casualty Insurance Company

*(Surety)*

*Angie M. Strickland*

*(Signature of authorized representative)*

Angie M. Strickland Attorney-in-Fact

*(Printed name and title)*

Surety Phone No. 601-709-4513

Attest:  
(Seal): *Susan Robertson*  
Susan Robertson, Witness to Surety

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: SurePath

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

**Angie M. Strickland of Jackson, MS**

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

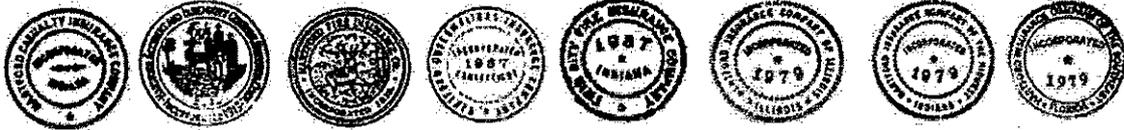
Bond No. 43BCSGV7669 on behalf of Vision Constructors, Inc.

City of Diamondhead

naming as Obligee in the amount of See Bond Form

on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 17, 2015  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President

# ELEY GUILD HARDY ARCHITECTS

PRINCIPALS

James H. Eley, FAIA  
W. Taylor Guild, III, AIA, CCS  
David J. Hardy, AIA  
Stephen A. Stojcich, AIA  
Joseph B. Crain, AIA  
Mark E. Lishen, AIA, LEED AP  
J. Heath Perry, AIA, CSI, CDT

ASSOCIATES

Joseph R. Stevens, Jr., AIA, LEED AP  
Eric J. Commarato, AIA  
Kyle L. Kish, AIA, LEED AP

June 2, 2016

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

Re: Hazard Mitigation Improvements to Diamondhead City Hall, Diamondhead, MS

Dear Mr. Reed:

Enclosed please find Three (3) copies of AIA Document G704, Certificate of Substantial Completion, for the above referenced project.

Please execute all Three (3) copies, retaining One (1) for your records and return the other Two (2) copies to this office for distribution.

If you have any questions regarding these documents, please do not hesitate to call me.

Sincerely,

  
Denese Bloom  
Contract Administrator  
Eley Guild Hardy Architects PA

/dab

Enclosures

12-035e/5/3/1

BILOXI OFFICE

1091 Tommy Munro Drive  
Biloxi, MS 39532  
228.594.2323 P

JACKSON OFFICE

329 East Capitol Street  
Jackson, MS 39201  
601.354.2572 P

[www.eleyguildhardy.com](http://www.eleyguildhardy.com)

# ELEY GUILD HARDY ARCHITECTS

## PRINCIPALS

James H. Eley, FAIA  
W. Taylor Guild, III, AIA, CCS  
David J. Hardy, AIA  
Stephen A. Stojcich, AIA  
Joseph B. Crain, AIA  
Mark E. Lishen, AIA, LEED AP  
J. Heath Perry, AIA, CSI, CDT

## ASSOCIATES

Joseph R. Stevens, Jr., AIA, LEED AP  
Eric J. Commarato, AIA  
Kyle L. Kish, AIA, LEED AP

June 2, 2016

Vision Constructors, Inc.  
John Rollins, President  
PO Box 2686  
Gulfport, MS 39505

Re: Hazard Mitigation Improvements to Diamondhead City Hall, Diamondhead, MS

Dear Mr. Rollins:

Enclosed please find Three (3) copies of AIA Document G704, Certificate of Substantial Completion, for the above referenced project.

Please execute all Three (3) copies, and return all Three (3) copies to our office for distribution. Upon execution One (1) original will be forwarded to you for your records.

As always, if you have any questions please do not hesitate to call.

Sincerely,



David J. Hardy, AIA  
Eley Guild Hardy Architects PA

DJH/dab

Enclosures

12-035e/5/3/1

## BILOXI OFFICE

1091 Tommy Munro Drive  
Biloxi, MS 39532  
228.594.2323 P

## JACKSON OFFICE

329 East Capitol Street  
Jackson, MS 39201  
601.354.2572 P

[www.eleyguildhardy.com](http://www.eleyguildhardy.com)

# AIA<sup>®</sup> Document G704<sup>™</sup> – 2000

## Certificate of Substantial Completion

**PROJECT:**  
*(Name and address)*  
12-035e Hazard Mitigation  
Improvements to Diamondhead City  
Hall  
Diamondhead, Mississippi

**PROJECT NUMBER:** 12-035e/  
**CONTRACT FOR:** General Construction  
**CONTRACT DATE:** March 03, 2015

**OWNER:**   
**ARCHITECT:**   
**CONTRACTOR:**   
**FIELD:**   
**OTHER:**

**TO OWNER:**  
*(Name and address)*  
City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, Mississippi 39525

**TO CONTRACTOR:**  
*(Name and address)*  
Vision Constructors, Inc.  
608 34th Street  
Gulfport, MS 39501

**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:**

See attached punch list

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

**Warranty**

See specifications and original warranties for modified warranty periods, if any.

**Date of Commencement**

June 2, 2016

Eley Guild Hardy Architects PA

ARCHITECT

BY 

June 2, 2016

DATE OF ISSUANCE

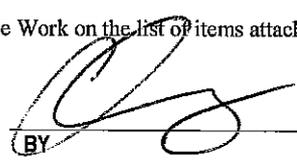
A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

**Cost estimate of Work that is incomplete or defective:** \$73,000.00

The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Vision Constructors, Inc.

CONTRACTOR

BY 

6-2-2016  
DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 12:00 pm (time) on June 2, 2016 (date).

City of Diamondhead

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

*(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*

Owner shall assume responsibility for security, maintenance, damage to work and insurance on date of substantial completion with the exception of Contractor's work associated with punch lists until satisfactorily complete.

# ELEY GUILD HARDY

ARCHITECTS

## ROOF PUNCH LIST REVIEW

### Project No. 12-035e Diamondhead City Hall Hazard Mitigation

This preliminary inspection was performed by Daniel Hamburg on Thursday, June 2, 2016. The following items were noted.

#### General Items:

1. General site cleaning needed.
2. Provide all O & M Manuals along with all warranties per specification manual.
3. Clean all areas of construction debris.
4. Complete Contractors attached punch listed items.

#### Specific Items:

1. Close off refrigerant curbing cap
2. Install all roof equipment curb flashing
3. Reinstall all existing roof gutters
4. Replace coping caps damaged during new roof installation
5. Reinstall ductwork support pedestals
6. Secure roof top equipment hold-down straps to curbs
7. Cover roofing seams with granules
8. Reinstall condensate and refrigerant line piping supports
9. Install flashing at thru-wall gutter locations
10. Install termination flashing and sealant at top edge of roof to wall condition
11. Paint ductwork with aluminum paint to clean up appearance
12. Install flashing at roof drains/ reinstall roof drain covers

ELEY GUILD HARDY ARCHITECTS

TO: Mr. Reed  
James H. Eley, FAIA  
W. Taylor Guild, III, AIA, CCS  
David J. Hardy, AIA  
Stephen A. Stojcich, AIA  
Joseph B. Crain, AIA  
Mark E. Lishen, AIA, LEED AP  
J. Heath Perry, AIA, CSI, CDT

June 3, 2016

FROM: Mr. Reed  
Joseph R. Stevens, Jr., AIA, LEED AP  
Eric J. Commerato, AIA  
Kyle L. Kish, AIA, LEED AP

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

RE: Hazard Mitigation Improvements to Diamondhead City Hall, MEMA  
Hazard Mitigation Grant Project No. 4081-0015

Dear Mr. Reed:

This letter certifies that the General Contractor, Vision Constructors, Inc., has completed all Punchlist items submitted with the Substantial Completion documents (dated 6/2/2016) for the Hazard Mitigation Project. Please keep this letter for your records to submit to FEMA.

Sincerely,



Daniel Hamburg  
Architect

EGH/dsh

cc: Jeannie Klein, David Hardy, Lee Palermo, John Rollins, Clint Way

BILOXI OFFICE  
1091 Tommy Munro Drive  
Biloxi, MS 39532  
228.594.2323 P

JACKSON OFFICE  
329 East Capitol Street  
Jackson, MS 39201  
601.354.2572 P

[www.eleyguildhardy.com](http://www.eleyguildhardy.com)



Agenda Item 2016-057



5000 Diamondhead Circle • Diamondhead, MS 39525-3260

Phone: 228.222.4626 Fax: 228.222.4390

www.diamondhead.ms.gov

May 31, 2016

Mayor and Councilmembers  
5000 Diamondhead Circle  
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

RE: Hazard Mitigation Grant Program Project #4081-0015 (A&E Fees)

Attached for your review and consideration is Invoice 7 from Eley Guild Hardy Architects in the amount of \$1,308.00. This invoice is the result of supplemental architectural services resulting from the increase in FEMA funding for roof hardening and the cost overrun on the tie down straps. The additional A&E fees were denied by FEMA.

If you find these documents to be in order, please accept my recommendation for approval.

Sincerely,

A handwritten signature in black ink that reads 'Clovis Reed'.

Clovis Reed  
City Manager

CR:jk

attachment

PRINCIPALS  
James H. Eley, FAIA  
W. Taylor Guild, III, FAIA, CCS  
David J. Hardy, AIA  
Stephen A. Stojich, AIA  
Joseph B. Crain, AIA  
Mark E. Lishen, AIA, LEED AP  
J. Heath Perry, AIA, CCS, CCS\*

ASSOCIATES  
Joseph R. Stevens, Jr., AIA, LEED AP  
Eric J. Commarato, AIA  
Kyle L. Kish, AIA, LEED AP

March 22, 2016

Mr. Clovis Reed, City Manager  
City of Diamondhead  
5300 Diamondhead Circle  
Diamondhead, MS 39525

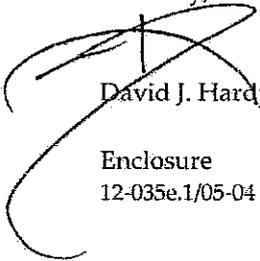
Re: 12-035e.1 Hazard Mitigation Renovations and Upgrades to  
Diamondhead City Hall - Work Authorization No. 5

Dear Mr. Reed:

Please find enclosed our Invoice Number Seven (7) for additional architectural services in the amount of \$1,308.00. This invoice in accordance with the additional scope of work approved by FEMA for re-roofing and roof curve work.

As always, if you should have any questions regarding this invoice, please do not hesitate to contact me.

Sincerely,



David J. Hardy, Principal

Enclosure  
12-035e.1/05-04

BILOXI OFFICE  
1091 Tommy Munro Drive  
Biloxi, MS 39532  
228.594.2323 #

JACKSON OFFICE  
329 East Capitol Street  
Jackson, MS 39201  
601.354.2672 #

[www.eleyguildhardy.com](http://www.eleyguildhardy.com)

Eley Guild Hardy Architects PA  
 1091 Tommy Munro Drive  
 Biloxi, MS 39532  
 228-594-2323

**Invoice**

City of Diamondhead  
 5000 Diamondhead Circle  
 Diamondhead, MS 39525

Invoice number 12-035e.1-7

Invoice Date 03/22/2016

Project Hazard Mitigation Renovations and Upgrades to Diamondhead  
 City Hall (WA #5)

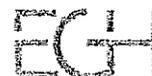
Billed Period Through: 03/22/2016

Construction Cost Basis: \$515,100.00  
 Fee Basis: 8.00 %  
 Billing Fee: \$42,516.00

Description	Architectural Fee	% of Total Fee	Percent Complete	Prior Billings	Fee Earned	Current Fee
Schematic Design	\$6,181.20	14.54 %	100.00%	\$6,181.20	\$6,181.20	\$0.00
Design Development	\$8,241.60	19.38 %	100.00%	\$8,241.60	\$8,241.60	\$0.00
Construction Documents	\$16,483.20	38.77 %	100.00%	\$16,483.20	\$16,483.20	\$0.00
Bidding	\$2,060.40	4.85 %	100.00%	\$2,060.40	\$2,060.40	\$0.00
Construction Administration	\$8,241.60	19.38 %	100.00%	\$8,241.60	\$8,241.60	\$0.00
Additional Services	\$1,308.00	3.08 %	100.00%	\$0.00	\$1,308.00	\$1,308.00
<b>Total</b>	<b>\$42,516.00</b>	<b>100.00 %</b>	<b>100.00%</b>	<b>\$41,208.00</b>	<b>\$42,516.00</b>	<b>\$1,308.00</b>

\*\*Total Project Invoice Amount\*\* 1,308.00

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

**CITY OF DIAMONDHEAD  
HAZARD MITIGATION RENOVATIONS  
Professional Opinion of Cost**

11/9/2015

**Proposed Hazard Mitigation  
for Diamondhead City Hall**



<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Extension</u>
<b>1</b>	<b><u>Previously Approved Scope</u></b>			
	a. See 'Attachment A' estimate dated 1/28/2015			\$568,944
			<b>SUBTOTAL</b>	<b>\$568,944</b>
<b>2</b>	<b><u>Additional Requested Funds</u></b>			
	a. <u>Hold Down Straps (Actual Price)</u>			
	Install New Curbing and Tie Down Straps for Roof Top Mechanical Units			
	i. Remove and Replace Curbing at Mech Units (See 'Attachment B')			\$13,148
	ii. Previously approved value			(\$10,200)
			<b>SUBTOTAL</b>	<b>\$2,948</b>
	b. <u>Re-Roof Membrane Roofing Area</u>			
	Install New SBS Modified Bitumen Roofing System			
	i. Remove and Replace Mod Bit Roofing (See 'Attachment C')			\$34,268
	ii. Remaining Unused Approved Funds			(\$19,200)
	iii. Remaining Unused Contingency			(\$1,667)
			<b>SUBTOTAL</b>	<b>\$13,401</b>
			Hardcost for Additional Requested Funds	\$16,349
			A&E Fee for Added Scope 8.00%	\$1,308
			<b><u>Subtotal for Additional Requested Funds</u></b>	<b>\$17,657</b>
<b>Total Project Cost</b>				<b>\$586,601</b>

Agenda Item 2016-093



5000 Diamondhead Circle • Diamondhead, MS 39525-3260  
Phone: 228.222.4626 Fax: 228.222.4390  
www.diamondhead.ms.gov

May 31, 2016

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

Handwritten initials 'CR' in black ink.

Dear Mr. Reed:

Re: Agent of Record Designation and Business Associate Agreement – Hub International Gulf South

A request from Hub International for employee demographics has been received. Our current health coverage with Blue Cross Blue Shield will be renewing in January 2017 and employer-provided life through Guardian will renew November 2016. HUB International Gulf South has been serving as our agent to secure our employee insurance/benefits needs and renewals since the City's inception of the program.

Attached for your review and presentation Council is a Group Agent of Record designation and the Business Associate Agreement with HUB International Gulf South for final consideration. In short, approval of these agreements provides HUB International official approval to enter market for renewal coverages and further authorizes the release, use, disclosure, transmission and maintenance of protected health information used in process of obtaining such renewals.

If you find this document to be acceptable, please present to the Council for approval. Thank you in advance for your assistance to ensure a timely renewal of benefits for the employees of the City of Diamondhead.

Sincerely,

Handwritten signature of Jeannie Klein in black ink.

Jeannie Klein  
City Clerk

Attachment

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”), is entered into and made this 7th day of June, 2016, by and between *HUB International Gulf South* (“Business Associate”) and those Employee Welfare Benefit Plans (as defined in the Employee Retirement Income Security Act of 1974, as amended (“ERISA”))(each, a “Covered Entity” and collectively, the “Covered Entities”), subject to 45 CFR Parts 160 and 164, Subparts A and E (“Privacy Rule”) and 45 CFR Parts 160 and 164, Subpart C (“Security Rule”), and on whose behalf this BAA has been executed and delivered.

WHEREAS, pursuant to certain services agreements (the “Agreements”), Business Associate provides services to the Covered Entities that may involve the use, disclosure, transmission, maintenance and/or creation of Protected Health Information; and

WHEREAS, Business Associate and Covered Entities (the “Parties”) hereto are committed to compliance with the Privacy, Security, Breach Notification and Enforcement Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) at 45 CFR Parts 160 and 164 and any current and future regulations promulgated thereunder (collectively, the “HIPAA Rules”);

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the Parties agree as follows:

### I. DEFINITIONS

Capitalized terms used herein but not otherwise defined in this BAA will have the same meaning as the meaning ascribed to such terms in the HIPAA Rules.

- A. *Breach*. “Breach” shall have the same meaning as the term “breach” in 45 CFR §164.402, subject to all exclusions under 45 CFR §§164.402(1)(i), (ii) and (iii).
- B. *Electronic Protected Health Information*. “Electronic Protected Health Information” or “ePHI” shall have the same meaning as the term “electronic protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- C. *Electronic Transactions Rule*. “Electronic Transactions Rule” shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 CFR Parts 160 and 162.
- D. *HHS*. “HHS” shall mean the U.S. Department of Health and Human Services.
- E. *Protected Health Information*. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity, including but not limited to Electronic Protected Health Information.

- F. *Required By Law.* “Required by Law” shall have the same meaning as the term “required by law” at 45 CFR §164.103 and the standards imposed at 45 CFR §164.512(a).
- G. *Secretary.* “Secretary” shall mean the Secretary of HHS.
- H. *Security Incident.* “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR §164.304.
- I. *Transaction.* “Transaction” shall have the meaning given the term “transaction” in 45 CFR §160.103.
- J. *Unsecured Protected Health Information.* “Unsecured protected health information” shall have the meaning given the term “unsecured protected health information” in 45 CFR §164.402.

When a reference is made in this BAA to “PHI” or “Electronic PHI,” it is made with respect to information maintained by or for each Covered Entity individually.

## II. OBLIGATIONS OF BUSINESS ASSOCIATE

The Business Associate agrees:

- A. Not to use or disclose Protected Health Information other than as permitted or required by this BAA or as Required by Law.
- B. To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent the use or disclosure of PHI other than as provided for by this BAA.
- C. To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this BAA.
- D. To report to the appropriate Covered Entity any use or disclosure of PHI not provided for by this BAA of which it becomes aware.
- E. To report to the appropriate Covered Entity on a monthly basis an aggregated list of all successful Security Incidents of which Business Associate becomes aware, unless earlier reporting to Covered Entity of a successful Security Incident is required under Section II.K. Upon request from Covered Entity, Business Associate shall also provide an aggregated list of all attempted but unsuccessful Security Incidents of which Business Associate becomes aware for the same reporting period.
- F. In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate agrees to the same

restrictions and conditions that apply through this BAA to the Business Associate with respect to such PHI. If Business Associate becomes aware of a pattern or practice by the subcontractor that violates such agreement, Business Associate shall take steps to cure the breach or end the violation. If efforts to cure the breach or end the violation are not successful, Business Associate shall terminate its arrangement with the subcontractor, if feasible. If not feasible, Business Associate shall notify Covered Entity of the breach or violation.

- G. To make available, at the request of a Covered Entity, and in the form and format designated by such Covered Entity, PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the requesting Individual or such Individual's designee, within the time period necessary to meet the requirements under 45 CFR § 164.524; provided, however, that this Section II.G is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the particular Covered Entity.
- H. To make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 CFR § 164.526, or to take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.526; provided, however, that this Section II.H is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the particular Covered Entity.
- I. To make applicable internal practices, books and records available to the Secretary or his designee for purposes of the Secretary's determining compliance with the HIPAA Rules.
- J. To maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.528.
- K. Without unreasonable delay and in no case later than 60 days following discovery by Business Associate (except as otherwise required under 45 CFR §164.412), Business Associate will notify Covered Entity of writing of any Breach of Unsecured Protected Health Information. Business Associate shall provide Covered Entity, to the extent known, the identify of each Individual whose Unsecured Protected Health Information has, or is reasonably believed by Business Associate, to have been affected by the Breach. In addition, Business Associate shall provide to Covered Entity, either at the time it provides notice to the Covered Entity of the Breach or promptly thereafter as information becomes available, any other information that Covered Entity is required to include in its notification to an Individual under 45 CFR §164.404(c).
- L. In the event Business Associate transmits or receives a Transaction on behalf of Covered Entity, it shall comply with all provisions of the Electronic Transactions Rule to the extent applicable.
- M. To the extent Business Associate is to carry out one or more of Covered Entity's

obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

- N. In its performance of the functions, activities, services, and operations for Covered Entity, Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
- O. Business Associate shall not engage in the Sale of Protected Health Information or otherwise directly or indirectly receive direct or indirect remuneration in exchange for the disclosure of Protected Health Information of an Individual, unless the Covered Entity or Business Associate has obtained a valid authorization from the Individual, consistent with the requirements under 45 CFR §164.508.

### **III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

Except as otherwise limited in this BAA, the Business Associate may:

- A. *Use or disclose* PHI for purposes of performing the functions, activities or services for, or on behalf of, each Covered Entity as specified in the Agreements, provided that such use or disclosure would not violate Subpart E of 45 CFR Part 164 if done by the Covered Entity or is permitted under paragraphs B and C below.
- B. *Use* PHI for all appropriate management and administrative functions of the Business Associate, or as needed to carry out the legal responsibilities of the Business Associate.
- C. *Disclose* PHI for all appropriate management and administrative functions of the Business Associate, or as needed to carry out the legal responsibilities of the Business Associate, provided that such disclosures are either Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

### **IV. OBLIGATIONS OF COVERED ENTITY**

Each Covered Entity shall:

- A. Provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.
- B. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's

permitted or required uses and disclosures.

- C. Notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Subpart E of 45 CFR Part 164 if done by the Covered Entity, except as set forth in Sections III.B and C.
- E. Disclose only the minimum necessary Protected Health Information to Business Associate as may be required for Business Associate to perform its services to Covered Entity, except that Covered Entity will not be obligated to comply with this minimum necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary.

## V. TERM AND TERMINATION

- A. **Term.** As to each Covered Entity, the term of this BAA shall be effective as of the date set forth above in the first paragraph. This BAA shall terminate on the date Business Associate ceases to be obligated to perform functions, activities or services for Covered Entity under the Agreements. However, Business Associate's obligations under Articles II, III and V shall survive the termination of this BAA with respect to any PHI so long as it remains in the possession of Business Associate.
- B. **Termination for Cause.** Without limiting the rights of the Parties respecting termination under the Parties' Agreement:
  - 1. **By Covered Entity.** As directed by governing regulatory rules, the Covered Entity is fully authorized to terminate its Agreement and this BAA if the Covered Entity determines the Business Associate has violated a material term of this BAA. Upon a Covered Entity's knowledge of a pattern of an activity or practice of the Business Associate that constitutes a material breach or violation of this BAA by the Business Associate with respect to PHI maintained for that Covered Entity, such Covered Entity is also empowered to provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this BAA and the Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this BAA and the Agreement if the Business Associate has breached or violated a material term of this BAA and cure is not possible. However, Business Associate's Agreement(s) and the terms of this BAA with respect to any other Covered Entity shall continue to remain in effect until otherwise terminated.

2. **By Business Associate.** Upon the Business Associate's knowledge of a pattern of an activity or practice of a Covered Entity that constitutes a material breach or violation of this BAA by such Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this BAA and the Agreement with respect to that Covered Entity if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this BAA and the Agreement with respect to that Covered Entity if the Covered Entity has breached or violated a material term of this BAA and cure is not possible. However, Business Associate's Agreement(s) and the terms of this BAA with respect to any other Covered Entity shall continue to remain in effect until otherwise terminated.
- C. **Effect of Termination.** Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from a Covered Entity, or created, maintained, or received by Business Associate on behalf of the Covered Entity, shall:
1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that Business Associate still maintains in any form;
  3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of the PHI, other than as provided for in this Section V.C, for as long as Business Associate retains the PHI;
  4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out under Sections III.B and III.C which applied prior to termination; and
  5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

## VI. MISCELLANEOUS PROVISIONS

- A. **Regulatory References.** A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required at the time of the use or disclosure in question. In case a specific regulatory

reference used in this BAA changes, as may occur when an enforcement body moves or otherwise changes its numbering system, this BAA shall remain in place and the Parties subject to the BAA shall use all reasonable efforts to discern the correct and applicable reference currently in effect in order to optimally satisfy compliance obligations as set forth under governing law.

- B. **Amendment.** The Parties agree to take appropriate action as necessary to amend this BAA from time to time in order for Covered Entity and Business Associate to comply with its obligations under the HIPAA Rules. Moreover, to the extent permitted by applicable law, upon the compliance date of any final regulation, or amendment to final regulation promulgated by HHS that affects Business Associate or Covered Entity's obligations under this BAA, this BAA will automatically amend such that the obligations imposed on Business Associate or Covered Entity remain in compliance with the final regulation or amendment to final regulation.
- C. **Governing Law.** This BAA shall be governed by the laws of the State of Mississippi.
- D. **Notices.** All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested or by overnight delivery. Notices shall be directed to the Parties at their respective addresses set forth below their signature, as appropriate, or at such other addresses as the Parties may from time to time designate in writing.
- E. **Entire Agreement; Modification.** This BAA represents the entire agreement between the Business Associate and each Covered Entity relating to the subject matter hereof and supersedes all prior oral and written agreements relating to the subject matter hereof. No provision of this BAA may be modified, except in writing, signed by the Parties.
- F. **No Third Party Beneficiaries.** There shall be no third party beneficiaries to this BAA, and no individual (including an "Individual") or entity who is not a party to this BAA shall have any rights in connection with a breach or violation of this BAA.
- G. **Binding Effect.** This BAA shall be binding upon the Parties hereto and their successors and assigns.
- H. **Counterparts and Signature.** This BAA may be executed in any number of counterparts, which, when taken together, shall constitute one original. This BAA may be executed by an electronic or facsimile signature of an authorized representative of the Parties, and any such signature shall be deemed to be an original signature and shall be binding on the Parties to the same extent as if such electronic or facsimile signature were an original signature.
- I. **Interpretation of this Agreement.** Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Parties to comply with applicable law.

**IN WITNESS WHEREOF**, the Parties hereto have caused this BAA to be executed as of the date first above written.

**PLAN ADMINISTRATOR:** *City of Diamondhead*  
on behalf of its Covered Entities

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

Name: Clovis Reed

Title: City Manager

**BUSINESS ASSOCIATE:** *HUB International Gulf South*

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

Name: \_\_\_\_\_ Kevin Gardner \_\_\_\_\_

Title: \_\_\_\_\_ Senior Vice President \_\_\_\_\_



**BlueCross BlueShield  
of Mississippi**

Committed to a Healthier Mississippi.

Return form by fax to 601-936-9502 or mail to:  
Blue Cross & Blue Shield of Mississippi  
ATTN: Agent Licensing  
P.O. Box 1043  
Jackson, MS 39215-1043

## Group Agent of Record Change Request

---

City of Diamondhead

Group Name

10937A

Group Number

Effective June 7, 2016 I request that Certified Agent Hub International Gulf South  
(date) (new agent's name)

be designated as my Agent of Record, replacing Hub International Gulf South  
(prior agent's name)

in handling my group's insurance needs and receiving any commissions associated with the contract. My signature on this request authorizes Blue Cross & Blue Shield of Mississippi (BCBSMS) and if appropriate, Bluebonnet Life Insurance Company (BBL), to implement this change. I certify that I am authorized to make this request on behalf of my group. I understand that I will be contacted by BCBSMS to verify this request.

Clovis Reed

Name of Group Decision Maker or Authorized Representative

\_\_\_\_\_  
Signature of Group Decision Maker or Authorized Representative

City Manager

Title

6/8/16

Date

228-222-4626

Telephone Number for Verification

Agenda Item 2016-095



5000 Diamondhead Circle • Diamondhead, MS 39525-3260  
Phone: 228.222.4626 Fax: 228.222.4390  
www.diamondhead.ms.gov

May 31, 2016

Mayor and Councilmembers  
5000 Diamondhead Circle  
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

RE: Designation of Solid Waste Contact

The Hancock County Solid Waste Authority has requested that each entity designate a contact person for addressing dumpster needs and concerns to the Solid Waste Administrator. It is my recommendation the City Manager be officially designated as the contact for the City of Diamondhead.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Reed', written over a white background.

Clovis Reed  
City Manager

CR:jk

Agenda Item 2016-096



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 2, 2016

Mayor and Councilmembers  
5000 Diamondhead Circle  
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

Re: Designation of Local Public Agency Coordinator for MDOT Projects

It is my recommendation Jeannie Klein be designated as LPA Coordinator for the City of Diamondhead to meet the requirement MDOT funding for city projects. MDOT requires Local Public Agencies (LPA) to have a full-time employee certified as the LPA's coordinator for MDOT funded projects. Jeannie Klein has attended MDOT training sessions and currently has certification valid through October 14, 2017.

Thank you for your consideration and approval in this matter.

Sincerely,

A handwritten signature in black ink that reads 'Clovis Reed'. The signature is written in a cursive style with a large initial 'C'.

Clovis Reed  
City Manager

Agenda Item 2016-097



5000 Diamondhead Circle • Diamondhead, MS 39525-3260

Phone: 228.222.4626 Fax: 228.222.4390  
www.diamondhead.ms.gov

June 2, 2016

Mayor and Councilmembers  
5000 Diamondhead Circle  
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

Re: Police Officer Retention Stipend – Lilly, Cobb, McSwain

The following Diamondhead Police Officers have or will meet the one-year employment requirement necessary to receive the retention stipend as approved in the interlocal agreement for police services:

	Effective Stipend Date
Bruce Lilly	June 2016
Corina McSwain	July 2016

Each officer will be paid \$3,000 annually (\$250.00 per month) for their continued service to the citizens of the City of Diamondhead.

Thank you for your consideration and approval in this matter.

Sincerely,

A handwritten signature in black ink that reads 'Clovis Reed'. The signature is written in a cursive style with a large, looping 'C' and 'R'.

Clovis Reed  
City Manager

CR:jk

Agenda Item 2016-100



5000 Diamondhead Circle • Diamondhead, MS 39525-3260

Phone: 228.222.4626 Fax: 228.222.4390

www.diamondhead.ms.gov

June 3, 2016

Mayor and Councilmembers  
5000 Diamondhead Circle  
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

RE: Match Donation to Hancock County Sheriff's Youth Summer Camp Program

A request has been received to support the efforts of the Hancock County Sheriff's Office to provide the annual Youth Summer Camp Program for disadvantaged youth. I have consulted with legal counsel and been advised the City could support the program with match funds. The Sheriff's Office official request is the City provide monetary match in the amount of \$500.00.

If you are in agreement to support the summer youth program, it is my recommendation the Council act favorably to authorize payment to the Hancock County Sheriff's Office in the amount of \$500.00 for the specified purpose of match contributions for expenses directly related to the operation of the Hancock County Sheriff's 2016 Summer Youth Camp.

Thank you for your consideration and approval in this matter.

Sincerely,

A handwritten signature in black ink that reads 'Clovis Reed'. The signature is written in a cursive style with a large, sweeping 'R'.

Clovis Reed  
City Manager

CR:jk

attachments



**Hancock County Sheriff's Office**  
**Sheriff Ricky Adam**  
**Criminal Investigation Division**

8450 Highway 90  
Bay St. Louis, MS 39520  
228-466-6910  
Fax: 228-466-4121



Date: June 3, 2016

To: Clovis Reed, City Manager of Diamondhead, MS

From: Holli Cuevas

I am writing on behalf of the Hancock County Sheriff's Office free summer camp program. This is the 14<sup>th</sup> year for the Sheriff's Office to host a week long summer camp for the children of Hancock County. This is made possible through generous donations of citizens and businesses in our community.

The approximate cost to operate camp is \$7500.00. Sound Insurance Solutions donated \$500.00 which can be used as a match for your donation.

Thank you so much for your consideration in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Holli Cuevas".

Holli Cuevas



**HANCOCK COUNTY SHERIFF'S OFFICE**

**Ricky Adam Sheriff**

8450 Highway 90 • Bay-St. Louis, MS 39520  
(228) 466-6900 Office • (228) 586-1636 Fax

**Adult Detention Center**  
(228) 466-6922 • (228) 467-2342 Fax

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April 13, 2016

Dear Sir/Mam,

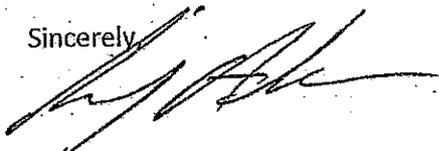
I am writing on behalf of the Hancock County Sheriff's Office free summer camp program. This is the 14<sup>th</sup> year for the Sheriff's Office to host a week long summer camp for the children of Hancock County. This is made possible through generous donations of citizens and businesses in our community.

Last year we had over one hundred children attend and we would like this year to be bigger and better. This free summer camp was started in 2002 to give children who would not otherwise be able to go to camp an opportunity to experience a fun filled week of activities with no cost to their parents. This year camp has been set for June 13<sup>th</sup>- 17<sup>th</sup>, 2016. Our camp is staffed with personnel from the Sheriff's Office and volunteers in the community.

It takes a lot to put this free summer camp on for the children. We are asking if you would like to make a donation however large or small, to our summer camp. Food, certificates, gift cards, prizes, etc. or any contribution will be greatly appreciated.

Thank you for considering our request. If you have any questions or need further information, please feel free to contact Holli Cuevas at (228) 466-6910.

Sincerely,



Ricky Adam  
Sheriff

*Agenda Item 2016-102*



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June 3, 2016

Mayor and Councilmembers  
5000 Diamondhead Circle  
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

RE: Designations of Engineering Firms of Record for City projects

Sealed RFQ's were received from professional engineering firms to be considered as Engineering Firms of Record for City Projects. Selection and approval in this matter is greatly appreciated.

Sincerely,

Clovis Reed  
City Manager

CR:jk

*Agenda Item 2016-103*



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June 3, 2016

Mayor and Councilmembers  
5000 Diamondhead Circle  
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

RE: Safe Routes to Schools Grant Engineering Services– Mississippi Engineering & Development, LLC

As you know we were recently awarded a MDOT Transportation Alternative Project for Safe Routes to Schools project in the amount of \$300,000.00. The three (3) engineering firms considered for the project were Mississippi Engineering & Development, LLC, Seymour Engineering and James J. Chiniche Engineering.

The committee reviewing the qualifications selected Mississippi Engineering & Development, LLC to our Professional Engineering Consultant for the Safe Routes to Schools Project research, recommendation, mapping, design and reporting phases of the Project.

Thank you for your consideration and approval in this matter.

Sincerely,

Clovis Reed  
City Manager

CR:jk



Agenda Item 2016-104

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June 3, 2016

Mayor and Councilmembers  
5000 Diamondhead Circle  
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

RE: Selection of Engineering Firm for Tidelands Grant Application

Please consider proposals received and designate an engineering firm to assist with the preparation/submission and all other phases of a Tidelands Grant Application through the Mississippi Department of Marine Resources.

Thank you for your consideration and approval in this matter.

Clovis Reed  
City Manager

CR:jk



*Agenda Item 2016-105*

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June 3, 2016

Mayor and Councilmembers  
5000 Diamondhead Circle  
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

RE: Advertisement for Paving Projects

Approval is hereby requested to advertise for paving project throughout the City. Administration is preparing a prioritized list of projects to be made available at the Council meeting for consideration.

Thank you for your consideration and approval in this matter.

Sincerely,

Clovis Reed  
City Manager

CR:jk

Agenda Item 2016-108



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June 3, 2016

Mayor and Councilmembers  
5000 Diamondhead Circle  
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

The following individuals are new hires/transfer employees for the City of Diamondhead. Pay rates for these positions should be set as follows:

Receptionist	\$11.41 p/hour
Janitorial-City Hall	\$9.50 p/hour
Public Works GEI	\$9.25 p/hour

Please approve pay rate for these positions for the remainder of FY17 subject to the individual's successful completion of the necessary employment screenings and background checks.

Thank you for your approval in this matter.

Sincerely,

Clovis Reed  
City Manager

CR:Jk

Attachment