

City of Hattiesburg, MS

*200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401*



Special Called Meeting

Sunday, January 29, 2017

2:00 PM

Council Chambers

City Council

1. **2017-192** Consider presentation on disaster response from representatives of Broadus.

2. **2017-190** Extend state of emergency for an additional 30 days to allow for the ongoing cleanup resulting from the tornado that occurred on January 21, 2017.

3. **2017-195** Authorize the Mayor to execute License Use Agreement with the Federal Emergency Management Agency (FEMA) for use of the C.E. Roy Community Center as a Disaster Recovery Center.

4. **2017-194** Authorize and Approve Mayor to execute Lighting Agreement with Mississippi Power Company to install L.E.D. fixtures in the area affected by the January 21, 2017 Tornado for an additional \$981.00 per month on the monthly street lighting account. (nunc pro tunc)
 1. Lighting Agreement

5. **2017-196** Approve and Authorize Mayor to execute agreement with Schaus, LLC for consulting services related to the January 21, 2017, Tornado.
 1. Schauss, LLC Agreement

6. **2017-189** Acknowledge Federal and State Declarations of State of Emergency for the storms and tornadoes that occurred January 21, 2017, in Hattiesburg and elsewhere in Mississippi.
 1. Governor's Proclamation, State of Emergency, 1-21-17
 2. President's Approval of MS Disaster Declaration

7. **2017-191** Acknowledge receipt of proposals received on January 28, 2017 for Debris Removal Assistance for the City of Hattiesburg and accept the proposal of _____ as per recommendation.

8. **2017-193** Acknowledge receipt of proposals received January 28, 2017 for Debris Monitoring Assistance for the City of Hattiesburg and accept the proposal of _____ as per recommendation.



City of Hattiesburg, MS

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FILE NUMBER: 2017-192

MEETING DATE: 01/29/2017

MINUTE BOOK NUMBER:

Brief Title: Consider presentation on disaster response from representatives of Broaddus.

Title: Consider presentation on disaster response from representatives of Broaddus.

Type: Action Item

Drafter: Debbie Bernardo

In Control: City Council

Reference:

Attachments:

File Created: 01/27/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File



City of Hattiesburg, MS

200 Forrest St.
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FILE NUMBER: 2017-190

MEETING DATE: 01/29/2017

MINUTE BOOK NUMBER:

Brief Title: Extend state of emergency for an additional 30 days

Title: Extend state of emergency for an additional 30 days to allow for the ongoing cleanup resulting from the tornado that occurred on January 21, 2017.

Type: Action Item

Drafter: Debbie Bernardo

In Control: City Council

Reference:

Attachments:

File Created: 01/27/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File



City of Hattiesburg, MS

200 Forrest St.
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FILE NUMBER: 2017-194

MEETING DATE: 01/29/2017

MINUTE BOOK NUMBER:

Brief Title: Mississippi Power Lighting Agreement

Title: Authorize and Approve Mayor to execute Lighting Agreement with Mississippi Power Company to install L.E.D. fixtures in the area affected by the January 21, 2017 Tornado for an additional \$981.00 per month on the monthly street lighting account. (nunc pro tunc)

Type: Action Item

Drafter: Marie Harris

In Control: City Council

Reference: Lamar Rutland

Attachments: Lighting Agreement

File Created: 01/27/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

DATE: 1/23/17

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: 601-545-4540

AUTHORIZED SIGNATURE [Signature] DATE: 1/25/17

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____
Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY Mike Pruitt DATE FAX RECEIVED _____
C/O _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22). Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS		<u>Remove 300 - 100 HPS Fixtures</u>
150 WATT HPS		
250 WATT HPS		
400 WATT HPS		
1000 WATT HPS		
350 WATT MH		
LED FIXTURES		
110 WATT LED		<u>Install 300 - 90 watt L.E.D. Fixtures</u>
280 WATT LED		
90 WATT LED		
OTHER FIXTURES		
		<u>Difference of \$ 981⁰⁰ per month</u> <u>on Monthly Street Lighting Account</u>

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX OR EMAIL THIS FULLY COMPLETED FORM TO LIGHTING SERVICES AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING OR EMAILING IT TO US.



City of Hattiesburg, MS

200 Forrest St.
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Hattiesburg, MS 39401

FILE NUMBER: 2017-196

MEETING DATE: 01/29/2017

MINUTE BOOK NUMBER:

Brief Title: Schaus Professional Services Agreement

Title: Approve and Authorize Mayor to execute agreement with Schaus, LLC for consulting services related to the January 21, 2017, Tornado.

Type: Action Item

Drafter: Marie Harris

In Control: City Council

Reference: Lamar Rutland

Attachments: Schauss, LLC Agreement

File Created: 01/27/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

**STATE OF MISSISSIPPI
CITY OF HATTIESBURG
CONTRACT FOR PROFESSIONAL SERVICES
#12417**

January 24, 2017

1. **Parties.** This contract is made and entered into by and between the City of Hattiesburg MS (The City) and SCHAUS LLC (SCHAUS LLC) a Mississippi Company.
2. **Purpose.** The City hereby engages the services of SCHAUS LLC, and SCHAUS LLC hereby agrees to render those certain services described in Paragraph 3, "Scope of Services," below.
3. **Scope of Services.** The intent of this contract is assist the City with Emergency Preparedness Planning including the Office of Management Super Circular Guidelines. This is a non-federally funded project solely funded by the City of Hattiesburg.

Description of Services:

1. Design Debris Removal and Monitoring Request for Proposals (RFP) for Activations.
2. Design Direct Administrative Cost (DAC) RFQ and RFP's for Activations.
3. Design Contract Templates for Debris Removal, Debris Monitoring, and Direct Administrative Cost Activations.
4. Update the FEMA Debris Plan as needed.
5. Assist the City with Guidance during Activations.
6. Assist the City with Grant Guidance including Hazard Mitigation Grant Program (HMGP), Pre Disaster Mitigation (PDM), and Flood Mitigation Assistance (FMA), Homeland Security, and FEMA eGrants.
7. Provide Legal Guidance pertaining to FEMA Documents and updates.

Deliverables upon activation:

1. SCHAUS LLC will provide experienced personnel to complete the projects.
2. SCHAUS LLC will represent Hattiesburg for required follow through.

City Responsibilities:

1. The City will assign a single Point of Contact for the Project.
 2. The City will assist SCHAUS with negotiations for Temporary Debris Reduction Sites and Legal Agreements that may surface for the Project.
4. **Period of Performance.** The period of performance of services under this Contract shall be for six months beginning on January 1, 2017 and end June 30th, 2017. Should City and SCHAUS LLC agree to extend this Agreement both parties shall agree in writing. Notice of any cancellation must be sent to SCHAUS LLC in writing at least fifteen (15) days prior to the effective termination date.
5. **Consideration and Method of Payment.** Consulting upon activation will require Hourly rates reviewed annually for updates. Rates for 2017 (January 1, 2017 to June 30, 2017)

are as follows:

POSITIONS	HOURLY RATES
Project Manager/Planner	\$ 75.00/hour
Legal Counsel	\$ 135.00/hour
Operations Manager	\$ 65.00/hour
Document Manager	\$ 70.00/hour
Environmental Consultant	\$ 75.00/hour
Clerk	\$ 33.00/hour

Expenses:

Excessive trips/mileage beyond 50 miles from Hattiesburg \$At Current IRS Rate

Copies, Photo Documentation, GIS Printing, Scanning \$At Negotiated Rate

This Project shall not exceed \$20,00.00 without approval of the City of Hattiesburg.

SCHAUS LLC will bill Hattiesburg monthly for Services. The City of Hattiesburg will pay SCHAUS LLC 30 days after receipt of payment.

Should City not desire to continue to utilize the services of SCHAUS LLC, then City shall notify the SCHAUS LLC in writing 30 days in advance, upon cancellation and City shall be under no further obligation under this contract.

6. **Relationship of Parties.** It is expressly understood and agreed that the City enters into this Contract with SCHAUS LLC based on the purchase of Professional Services and not based on an employer-employee relationship. For all purposes under this Contract:
- A. SCHAUS LLC represents that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Contract. Such personnel shall not be deemed in any way, directly or indirectly, expressly, or by implication, to be employees of the City without approval of the City.
 - B. Any person or subcontractor employed by SCHAUS LLC to perform the services hereunder shall be the responsibility of SCHAUS LLC, who shall have the sole right to hire and discharge its employee.
 - C. It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to SCHAUS LLC for services actually rendered shall be so paid with no withholdings or deductions being made by the City for any purpose except as provided in Paragraph 7 herein.

SCHAUS LLC shall pay, when due, all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of and shall pay any Tax and any withholdings that may be required.

7. **Termination for Cause.** If, through any cause, SCHAUS LLC shall fail to fulfill in a

timely and proper manner, as determined by the City, its obligations under this Contract, or if SCHAUS LLC shall violate any of the covenants, agreements, or stipulations of this Contract, City shall thereupon have the right to terminate the Contract by giving written notice to SCHAUS LLC of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Satisfactory work shall be determined by the City in its sole discretion. In the event of such termination, SCHAUS LLC shall be entitled to receive just and equitable compensation for satisfactory work completed on documents, services or materials collected and/or prepared by SCHAUS LLC in connection with this Contract as of the date of receipt of Notification of Termination. Such compensation shall be based upon the fees set forth in Paragraph 5.

Notwithstanding the above, SCHAUS LLC shall not be relieved of liability to the City for damages sustained by City by virtue of any breach of this Contract by SCHAUS LLC and City may withhold any payments to SCHAUS LLC for the purpose of set off until such times as the exact amount of damages due to City from SCHAUS LLC are determined.

8. **Termination for Convenience.** Either City or SCHAUS LLC may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. SCHAUS LLC shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of SCHAUS LLC covered by the Contract, less payments previously made.
9. **Ownership of Documents and Work Product.** Except as otherwise required by law with regard to the confidentiality of patent records, all documents, notes, programs, books, data bases (and all applications thereof), files, reports, studies, unfinished documents and/or other materials collected or prepared by SCHAUS LLC specifically at the request and solely for the use of the City, which information is not of the sort that would be compiled in the ordinary course and scope of SCHAUS LLC regular business activities, shall be owned by the City upon completion or termination of this agreement. The City reserves the rights to any and all information and/or materials collected on its behalf.

SCHAUS LLC assures that any and all information regarding clients of the City will be kept strictly confidential pursuant to current state and local requirements and will become the property of the City. SCHAUS LLC further assures that the City shall have full access to all information collected.

The SCHAUS LLC is prohibited from use of the above described information and/or materials without the express written approval of the City.

10. **Agreements by SCHAUS LLC.**
Subcontractors. It is understood and agreed that SCHAUS LLC may enter into agreements or subcontracts with qualified entities, to perform the obligations contained in this agreement. Any such contracts, subcontracts or agreements shall include or incorporate by reference, the terms and conditions of this agreement. SCHAUS LLC shall bear full responsibility for the performance of any and all contractors and subcontractors.

Subcontractor Liability. In any agreement or subcontract for the performance of any

service or services under this agreement, SCHAUS LLC shall require a contractor or subcontractor to indemnify, release, save and hold harmless the City from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees arising under this agreement.

SCHAUS LLC shall require any and all licensed professionals either employed by or under a contract/subcontract to SCHAUS LLC to perform services under this Contract, shall be fully responsible and liable to SCHAUS LLC and City for work performed or any omission by any associates, employees and/or consultants. Proof of General Liability and Errors and Omissions shall be provided to the City upon request. SCHAUS LLC shall require that any such licensed professional (example: Engineers, Environmentalist, etc.) carry errors and omissions insurance coverage in an amount equal to at least one million (\$1,000,000.00), to include all associates, employees and/or consultants, and that the cost thereof shall be borne by the licensed professional. Such errors and omissions coverage shall remain in full force and effect for the period of time that the professional or subcontractor is responsible for performance of any part of this Contract.

11. **Record Retention and Access to Records.** SCHAUS LLC shall maintain, and shall make available to the City, any state agency authorized to audit the City, the federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State or Federal Government has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.
12. **Modification or Amendment.** Modifications, changes or amendments to this Contract may be made upon mutual agreement of the parties, in writing and signed by the parties hereto.
13. **Assignment.** SCHAUS LLC may not assign or otherwise transfer its obligations or duties under this Contract without the prior written consent of the City. Any attempt to assign or transfer the obligations and duties hereunder without such consent shall be void.
14. **Waiver.** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power there under at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Contract.
15. **Funding.** It is expressly understood by the parties hereto that the fulfillment of the obligations of the City under this agreement is conditioned upon the availability of the City funds. In the event that funds are insufficient or otherwise unavailable to satisfy payments due under this agreement, the City shall satisfy all payment request of completed service by the SCHAUS LLC and shall notify SCHAUS LLC to cease work.
16. **Indemnification.** SCHAUS LLC agrees to indemnify, defend, save and hold harmless the City from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or

caused by SCHAUS LLC, its agents, subcontractors, or employees in the performance of this Contract.

17. **Governing Law and Legal Remedies.** This Contract shall be construed and governed in accordance with the laws of the State of Mississippi. SCHAUS LLC expressly agrees that under no circumstances shall Hattiesburg be obligated to pay an attorney's fee or the cost of legal action to the SCHAUS LLC.

SCHAUS LLC and the City agree that the courts of general jurisdiction of the City, and appropriate appellate courts therefrom, shall have exclusive venue and jurisdiction for the litigation and resolution of any dispute regarding this Contract.

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

19. **Disputes.** Any dispute concerning a question of fact arising under this Contract may be disposed of by good faith negotiation between a duly authorized representative of the City and SCHAUS LLC. Such a resolution shall be reduced to writing, executed by both parties, and a copy thereof mailed or furnished to the SCHAUS LLC and shall be final and conclusive, unless within ten (10) days from the date of such resolution, SCHAUS LLC mails or furnishes to the City a written request for review.

20. **Compliance with Laws.** SCHAUS LLC shall comply with all applicable laws, regulations, policies and procedures and Grant requirements (if applicable) of the United States of America or any agency thereof, the State of Mississippi or any agency thereof and any local governments or political subdivisions that may affect the performance of services under this Contract. Specifically, but not limited to, SCHAUS LLC shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Contract because of race, color, sex, age, religion, national origin or disability.

21. **Notice.** Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth following:

HATTIESBURG MISSISSIPPI

Johnny Dupree, Ph.D.
Mayor
200 Forrest Street
Hattiesburg, MS 39401

SCHAUS LLC: Danny Shows, President and CEO
SCHAUS LLC
PO Box 331
211 South Front Street

Ellisville, MS 39437

The parties agree to promptly notify each other of any change of address.

IN WITNESS WHEREOF, this contract has been entered into and executed by the parties hereto in duplicate originals.

Witness my signature this _____ day of _____, 20_____.

HATTIESBURG

By: _____
Johnny Dupree, Ph.D.
Mayor

Witness my signature this _____ day of _____, 20_____.

SCHAUS LLC

By: _____
Danny Shows
President and CEO



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-189

MEETING DATE: 01/29/2017

MINUTE BOOK NUMBER:

Brief Title: Acknowledge Federal and State Declarations of State of Emergency, 1-21-17

Title: Acknowledge Federal and State Declarations of State of Emergency for the storms and tornadoes that occurred January 21, 2017, in Hattiesburg and elsewhere in Mississippi.

Type: Action Item

Drafter: Debbie Bernardo

In Control: City Council

Reference:

Attachments: Governor's Proclamation, State of Emergency, 1-21-17, President's Approval of MS Disaster Declaration

File Created: 01/27/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

STATE OF MISSISSIPPI

Office of the Governor



A Proclamation

WHEREAS, the counties of Forrest, Lamar, Perry, Marion, Jones and other parts of the State of Mississippi have been and will be affected by severe thunderstorms and tornados beginning on January 21, 2017, and continuing throughout the day, which include torrential rain, damaging winds, hail, flooding, lightning and tornados, and thus state assistance will be necessary to support local government response and recovery efforts; and

WHEREAS, this severe weather system has caused and may cause damage to homes, businesses, and public property, and threaten the safety of the citizens and property throughout the State of Mississippi; and

WHEREAS, in consideration of the health and safety of the residents and the protection of their property within the affected areas, and in the public interest, all steps should be taken to protect people and property.

NOW, THEREFORE, I, Phil Bryant, Governor of the State of Mississippi, pursuant to the authority vested in me under the Mississippi Constitution and Miss. Code Ann. § 33-15-11(b)(17), and in the public interest and for the general welfare, do hereby proclaim a State of Emergency to exist in the areas of the State of Mississippi affected by, or areas that may be affected by, this severe weather. The provisions of this proclamation shall exist and remain in effect until such time as this threat to public safety shall cease to exist as prescribed in Section 33-15-11(b)(17).

FURTHER, all agencies of the State of Mississippi shall discharge their emergency responsibilities as deemed necessary as set forth in the State of Mississippi's Comprehensive Emergency Management Plan.

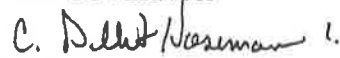


IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 21st day of January in the year of our Lord, two thousand and seventeen, and of the Independence of the United States of America, the two hundred and forty-first.


PHIL BRYANT
GOVERNOR

BY THE GOVERNOR


C. DELBERT HOSEMAN, JR.
SECRETARY OF STATE



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The White House

Office of the Press Secretary

For Immediate Release

January 25, 2017

President Trump Approves Mississippi Disaster Declaration

The President today declared a major disaster exists in the State of Mississippi and ordered Federal aid to supplement state, tribal, and local recovery efforts in the areas affected by severe storms, tornadoes, straight-line winds, and flooding during the period of January 20-21, 2017.

The President's action makes federal funding available to affected individuals in the counties of Forrest, Lamar, Lauderdale, and Perry.

Assistance can include grants for temporary housing and home repairs, low-cost loans to cover uninsured property losses, and other programs to help individuals and business owners recover from the effects of the disaster.

Federal funding is also available on a cost-sharing basis for hazard mitigation measures statewide.

Robert J. Fenton, Acting Administrator, Federal Emergency Management Agency (FEMA), Department of Homeland Security, named Joe M. Girot as the Federal Coordinating Officer for federal recovery operations in the affected areas.

FEMA said that damage surveys are continuing in other areas, and more counties and additional forms of assistance may be designated after the assessments are fully completed.

FEMA said that residents and business owners who sustained losses in the designated counties can begin applying for assistance tomorrow by registering online at <http://www.DisasterAssistance.gov> or by calling 1-800-621-FEMA(3362) or 1-800-462-7585 (TTY) for the hearing and speech impaired. The toll-free telephone numbers will operate from 7 a.m. to 10 p.m. (local time) seven days a week until further notice.

FOR FURTHER INFORMATION MEDIA SHOULD CONTACT: FEMA NEWS DESK AT (202) 646-3272 OR FEMA-NEWS-DESK@FEMA.DHS.GOV



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