

STATE OF MISSISSIPPI

**COUNTY OF PEARL RIVER
CITY OF PICAYUNE**

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 203 Goodyear Blvd., in said City, Tuesday, March 15, 2016, at 5:00 p.m. in regular session with the following officials present: Mayor Pro Temp Wayne Gouguet, Council Members Tammy Valente, Lynn Bumpers, Jan Stevens, and Larry Breland, City Manager Jim Luke and City Clerk Amber Hinton. Mayor Ed Pinero was absent.

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

Opening prayer was given Rev. Brian Dees, followed by the Pledge of Allegiance led by Mayor Pro Temp Wayne Gouguet.

ORDER TO APPROVE MINUTES

Motion was made by Council Member Valente, seconded by Council Member Bumpers to approve the Minutes for the City of Picayune dated March 1, 2016.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT

Motion was made by Council Member Valente, seconded by Council Member Bumpers to acknowledge receipt of monthly Privilege License report for the month of February 2016.

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

Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date	We b
Dep	549214	2/01/2016	GENERAL FUND - Mail - Is OPERATING	Check	0003413	27789		RICK'S SWIMMING POOL SUPPLY, LLC,	2014-2015 PRIV LICENSE		24.20	2/03/2016	
Dep	549215	2/01/2016	GENERAL FUND - Mail - Is OPERATING	Check	0003413	27789		RICK'S SWIMMING POOL SUPPLY, LLC,	2015-2016 PRIV LICENSE		23.20	2/03/2016	
Dep	549748	2/04/2016	GENERAL FUND - Mail - Is OPERATING	Cash		01765		DUNN, SHELTON	2015-2016 priv license		22.60	2/10/2016	
Dep	549789	2/04/2016	GENERAL FUND - Mail - Is OPERATING	Cash		32049		HILLERY LAW FIRM PLLC, THE	2015-2016 PRIV LICENSE		20.00	2/10/2016	
Dep	550406	2/09/2016	GENERAL FUND - Mail - Is OPERATING	Cash		02434		JACKSON LANDING FOOD	2015-2016 PRIV LICENSE		39.90	2/10/2016	
Dep	553682	2/19/2016	GENERAL FUND - Mail - Is OPERATING	Check	0003395	32076		PICAYUNE PEDIATRICS,	2015-2016 PRIV LICENSE		30.00	2/23/2016	
											159.90		

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT

Motion was made by Council Member Valente, seconded by Council Member Bumpers to acknowledge receipt of monthly Public Records Request report for the month of February 2016.

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS FEBRUARY 2016				
<u>DATE</u>	<u>PERSON REQUESTING</u>	<u>SUBJECT MATTER</u>	<u>DATE FILLED/ DENIED</u>	<u>ACTION</u>
02/29/16	PICAYUNE HOUSING AUTHORITY	RECORD'S CHECK AND FINGERPRINTS	02/29/16	APPROVED
02/29/16	LAURA HALL	RECORD'S CHECK	02/29/16	APPROVED
02/29/16	RODNEY MITCHELL	ACCIDENT REPORT # 2016-02-1653	02/29/16	APPROVED
02/29/16	CHRISTIE ACOSTA	INCIDENT REPORT # 2016-02-1715	02/29/16	APPROVED
02/25/16	RUBY NELL WHITEHEAD FOR URSULA SPRIGGS	INCIDENT REPORT # 2015-12-0007	02/25/16	APPROVED
02/24/16	JAMES B DEWITT	RECORD'S CHECK	02/24/16	APPROVED
02/24/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-02-0862	02/24/16	APPROVED
02/24/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-01-0799	02/24/16	APPROVED
02/24/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-02-0019	02/24/16	APPROVED
02/24/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-02-0725	02/24/16	APPROVED
02/23/16	ALLISON GODWIN DISBROW	RECORD'S CHECK	02/23/16	APPROVED
02/22/16	MICHAEL KUYKENDALL	ACCIDENT REPORT # 2016-02-1045	02/22/16	APPROVED
02/22/16	MICHAEL NELON	ACCIDENT REPORT # 2016-2-1367	02/22/16	APPROVED
02/22/16	KIMBERLEE WATTS	RECORD'S CHECK	02/22/16	APPROVED
02/22/16	RACHELLE FUGATE	RECORD'S CHECK	02/22/16	APPROVED
02/19/16	RONALD EDWARD HEARD	RECORD'S CHECK	02/19/16	APPROVED
02/19/16	WILLIAM ALLEN WHITE	RECORD'S CHECK	02/19/16	APPROVED
02/19/16	DEBORAH STRAHAN	ACCIDENT REPORT # 2016-02-0731	02/19/16	APPROVED
02/19/16	BRIANNA HAYES	RECORD'S CHECK	02/19/16	APPROVED
02/18/16	SUNCOAST INFRASTRUCTURE	ACCIDENT REPORT # 2016-02-0113	02/18/16	APPROVED
02/17/16	ADAM KINCAID DISBROW	RECORD'S CHECK	02/17/16	APPROVED
02/17/16	HENRY PORTER SR	INCIDENT REPORT # 2016-02-0642	02/10/16	APPROVED
02/10/16	LEXIS NEXIS	ACCIDENT REPORT # 2015-09-0051	02/10/16	APPROVED

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02/10/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-01-1057	02/10/16	APPROVED
02/10/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-01-0803	02/10/16	APPROVED
02/10/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-01-1672	02/10/16	APPROVED
02/10/16	LEXIS NEXIS	ACCIDENT REPORT # 2015-12-0180	02/10/16	APPROVED
02/10/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-01-0916	02/10/16	APPROVED
02/10/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-02-1826	02/10/16	APPROVED
02/10/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-01-1856	02/10/16	APPROVED
02/10/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-02-0082	02/10/16	APPROVED
02/10/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-02-0196	02/10/16	APPROVED
02/09/16	CODY CRISPELL	ACCIDENT REPORT # 2016-02-0212	02/09/16	APPROVED
02/08/16	KAREN MEJIA	RECORD'S CHECK	02/08/16	APPROVED
02/08/16	RAMY AL-DUES	INCIDENT REPORT # 2015-12-0235	02/08/16	APPROVED
02/08/16	CHANCE PUTMAN	ACCIDENT REPORT # 2016-01-1159	02/08/16	APPROVED
02/08/16	ROLAND LEE	ACCIDENT REPORT # 2015-01-0953 & 13-12-0539	02/08/16	APPROVED
02/03/16	JEANINE HINES	ACCIDENT REPORT # 2016-02-0130	02/03/16	APPROVED
02/03/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-01-1691	02/03/16	APPROVED
02/03/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-01-1702	02/03/16	APPROVED
02/03/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-01-1466	02/03/16	APPROVED
02/03/16	MARY JENSEN	ACCIDENT REPORT # 2016-01-1755	02/03/16	APPROVED
02/03/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-01-1673	02/03/16	APPROVED
02/03/16	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2016-01-1436	02/03/16	APPROVED
02/03/16	ALFA INSURANCE COMPANY	ACCIDENT REPORT # 2016-01-1014	02/03/16	APPROVED
02/01/16	SANDRA STONE	ACCIDENT REPORT # 2015-12-1032	02/01/16	APPROVED
02/01/16	JOHN LILLY	ACCIDENT REPORT # 2016-01-1856	02/01/16	APPROVED

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT APPROVED PLANNING COMMISSION MINUTES

Motion was made by Council Member Valente, seconded by Council Member Bumpers to accept the approved Planning Commission Minutes dated January 12, 2016.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION MINUTES

Motion was made by Council Member Valente, seconded by Council Member Bumpers to accept Planning Commission Minutes dated March 8, 2016.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE PICAYUNE MAIN STREET, INC TO HOLD THE 3RD ANNUAL ROCKING AND GRILLING BBQ EVENT

Motion was made by Council Member Breland, seconded by Council Member Bumpers to approve request from Picayune Main Street, Inc. to hold the 3rd Annual Rocking and Grilling BBQ event March 18 & 19, 2016.

REGULAR MEETING MARCH 15, 2016



P.O. Box 1656 Picayune MS 39466 601-799-3070 phone 601-799-0607 fax www.picayunemainstreet.com

Mayor; City Council; City Manager;
Chief of Police; Street Departments
City of Picayune
203 Goodyear Boulevard
Picayune, MS 39466

Thank you for your continued support with events sponsored by Picayune Main Street, Inc. events

Picayune Main Street, Inc. request permission from the Mayor, Picayune City Manager, Chief of Police, and the City Council to hold the 3rd Annual Rockin&Grillin BBQ – BCA Competition on March 18&19, 2016 on West Canal Street in Historic Downtown Picayune. 2015 Grand Champion advanced to Jack Daniels World Champion Competition.

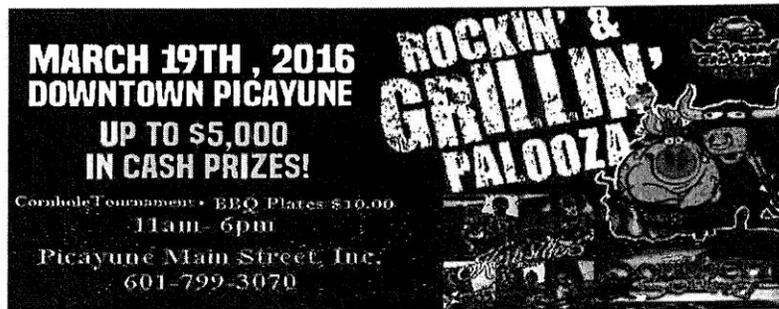
Our Committee is expecting in excess of 30 BBQ Competition teams for the 2-day event. Street closures are requested from 6:00 p.m. Friday, March 18, 2016 to 6:00 p.m. Saturday, March 19, 2016. Requested street closure are West Canal from Main to Quince; Ruby Street from Elizabeth to Canal Street and Rester Street & from Williams to Canal Street.

Additional security will be supplied by Picayune Main Street, Inc. 10am-6pm on Saturday, March 19, 2016.

During the BBQ Competition following attractions are scheduled:

Cornhole Tournament on West Canal Street located in front of Larry's Cleaners and Barousse Design

Entertainment Stage will be located in parking lot of SouthernChar Steakhouse. Entertainment is scheduled from 10:00 a.m. until 6:00 p.m. BBQ winners will be announced at 3pm



Please Join the Fun with Rockin&Grillin BBQ

If you have any questions, please feel free to call 601-799-3070

Thank you,

Chad Dorn, Rockin&Grillin Chairman
Picayune Main Street, Inc.

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The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE PICAYUNE MAIN STREET, INC. TO HOLD THE BI-ANNUAL STREET FESTIVAL

Motion was made by Council Member Breland, seconded by Council Member Bumpers to approve request from Picayune Main Street, Inc. to hold the Bi-annual Street Festival from Friday, April 1, 2016 to Sunday, April 3, 2016.

REGULAR MEETING MARCH 15, 2016



P.O. Box 1656 Picayune MS 39466 601-799-3070 phone 601-799-0607 fax www.picayunemainstreet.com

Mayor; City Council; City Manager;
Chief of Police; Street Departments
City of Picayune
203 Goodyear Boulevard
Picayune, MS 39466

Thank you for your continued support with events sponsored by Picayune Main Street, Inc. events. Picayune Main Street, Inc. again request permission from the Mayor, the City Manager, Chief of Police, and the City Council to host our Bi-annual Street Festival established in 1995 on the weekend of April 2 & 3, 2016.

Please accept our personal invitation to come out and enjoy the fun.

We are expecting in excess of 300 vendors for the weekend event with most arriving Friday evening. Street closures are requested from 6:00 p.m. Friday, April 1, 2016 to 7:00 p.m. Sunday, April 3, 2016. See Attached list of requested street closures as these are the same as past festivals and includes the request to close South Haugh at 4pm to setup the entertainment stage.

We are also asking permission to continue the following attractions:

- The train ride for children and adults during the Street Festival- will use the same route as the previous Street Festival approved by Picayune Police Department.
- Fun Jumps by Wet&Wild, Kirkland Farm Petting Zoo
- Tom Gates will return with his 4 person Euro Bungee which will be located on North Main Street
- Returning also, Boulevard Cruisers on Saturday on North Main and Artistry in Wood on Sunday on South Main Street as in previous fairs.
- 2 Entertainment Stages will be located on South Haugh Street & West Canal/Church Street- we request South Haugh to be closed next to Robinson Electric at 4pm on Friday, April 1, 2016 for stage setup. West Canal Stage will be setup after 6pm. Entertainment is scheduled from 10:00 a.m. until 4:00 p.m. on Saturday and 12:00 a.m. until 4:00 p.m. on Sunday. Street needs to remain closed until 8pm on Sunday to allow stage to be taken down.
- We request Police assistance with Street Closures in the 300 Block of West Canal Street in front of dance studios.

If you have any questions, please feel free to call 601-799-3070

Thank you,

Reba Beebe, Executive Director
Picayune Main Street, Inc.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ACCEPT THE HIGHEST BID FOR THE SALE OF REAL PROPERTY ON CARTER STREET

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to accept \$6001.00 from Cliff Diamond as the highest bid for the sale of real property (parcel 617-111-001-03-064-00 on Carter St.) and authorize Mayor and City Clerk to sign all necessary documents.



Bid Tabulation - Sale of Property

Bid Opening

Date: March 2, 2016
Time: 10:00 AM
Place: City Hall, 203 Goodyear Blvd., Picayune, MS 39466

Property Location: Parcel #6171110010306400
Legal Description: Roseland Park, Block 5, Lot 23, 24, 25

<u>Bidder</u>	<u>Amount</u>
Cliff Diamond	\$ 6,501.00
Ted Musgrove	\$ 3,199.00
Court Properties	\$ 1,001.00

Bids Opened By: Sean Amir

Christy G...s

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The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO APPLY FOR WAL-MART COMMUNITY GRANT

Motion was made by Council Member Breland, seconded by Council Member Valente to approve request to apply for a Wal-Mart Community Grant and to authorize Mayor to sign all related documents.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM HOUSTON FRIERSON TO USE AN EXISTING BUILDING AS RESIDENTIAL FOR HIS HOME

Motion was made by Council Member Valente, seconded by Council Member Stevens to accept Planning Commission recommendation to approve request from Houston Frierson to use an existing building as residential for his home. Property is located at 1907 East Canal St. and is zoned C-3.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM STEVEN YOUNG TO USE EXISTING BUILDING AS RESIDENTIAL FOR HIS HOME

Motion was made by Council Member Stevens, seconded by Council Member Valente to accept Planning Commission recommendation to approve request from Steven Young to use an existing building as residential for his home at 307 Airport Road zoned I-2 subject to all construction and improvements already in place meet IBC Codes by building inspector. Mr. Young has been made aware that Conditional Use is not transferrable and that I-2 zone allows for noise and traffic 24 hours a day.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM BETH FIERABEND FOR A HOME OCCUPATION LICENSE

Motion was made by Council Member Valente, seconded by Council Member Stevens to approve request for a Home Occupation License from Beth Fierabend for use of an office as a meditation instructor at 2203 Megehee Lane. Property is zoned R-2 and no stock and trade is allowed.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO CORRECT AGENDA REMOVING REQUEST FOR A SPECIAL USE PERMIT FOR ALCOHOLIC BEVERAGES OF MORE THAN 5% BY WEIGHT

Motion was made by Council Member Valente, seconded by Council Member Stevens to correct the agenda by removing a request for a Special Use Permit by Crackin' Shells and Dippin' Tails, for alcoholic beverages of more than 5% by weight.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE SPECIAL USE PERMIT ISSUED TO CRACKIN' SHELLS AND DIPPIN' TAILS AT 402 WEST CANAL STREET

Motion was made by Council Member Bumpers, seconded by Council Member Stevens to approve a Special Use Permit to be issued to Crackin' Shells and Dippin' Tails at 402 West Canal Street, owner Donna Crosby Lively, under Ordinance No. 918 amended from Ordinance No. 882 for Alcoholic Beverages less than 5% by weight including beer and light wine.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE OUT OF STATE TRAVEL TO BATON ROUGE FOR POLICE DEPARTMENT

Motion was made by Council Member Breland, seconded by Council Member Valente to authorize out of state travel to Baton Rouge, LA for detective Ray Rickoll and Felony Records Clerk Jessica Esque on April 5-7, 2016 to attend a PTS National Users Group conference.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE STATE MUTUAL AIDE CONTRACT AGREEMENT

Motion was made by Council Member Breland, seconded by Council Member Stevens to enter into a State Mutual Aide Contract Agreement and to authorize Mayor to sign the same.

SMAC

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.

REGULAR MEETING MARCH 15, 2016



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 Pearl River MISSISSIPPI
(county)



By: [Signature]

By: [Signature]
President

APPROVED AS TO FORM:
County Attorney

Date: 20-2016

By: [Signature]

ATTEST:
CITY CLERK

CITY/TOWN OF
MISSISSIPPI

By: [Signature]

By: [Signature]
Title: MAYOR PRO TEMP

APPROVED AS TO FORM:
City Attorney

Date: 3/15/16

By: [Signature]

STATE OF MISSISSIPPI
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

By: _____
Director

Date: _____



STATEWIDE MUTUAL AID COMPACT

EXHIBIT A

Date: _____
Name of Government: Pearl River County
Mailing Address: 810 Hwy 11 South
City: Poplarville, MS Zip Code: 39470

Authorized Representative to Contact for Emergency Assistance

Primary Representative:

Name: Danny Manley
Title: Emergency Management Director
Day Phone: 601-273-1394 Night Phone: 601-273-1394
Fax No: 601-795-3470 Pager No: _____

1st Alternate Representative

Name: Adrian Lumpkin
Title: County Administrator
Day Phone: 601-403-2304 Night Phone: 601-916-601-9203
Fax No: 601-403-2309 Pager No: _____

2nd Alternate Representative

Name: Sandy Smith
Title: Board President
Day Phone: 601-916-2317 Night Phone: 601-916-2317
Fax No: 601-403-2309 Pager No: _____

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO CONSIDER ADOPTION OF AN ORDINANCE THAT WOULD ASSIGN EACH COUNCILPERSON A SPECIFIC NOMINATION TO FILL A VACANCY OR MAKE AN APPOINTMENT TO EACH COMMITTEE CREATED BY THE CITY OF PICAYUNE

Motion was made by Council Member Breland, seconded by Council Member Bumpers to consider adoption of an Ordinance that would assign each councilperson a specific nomination to fill a vacancy or make an appointment to each committee created by the City of Picayune on a rotating basis.

The following roll call was made:

VOTING YEA: Council Members Bumpers and Breland

VOTING NAY: Mayor Pro Temp Wayne Gouguet, Council Members Valente and Stevens

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion did not carry.

MOTION TO ADJOURN

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

The following roll call was made:

REGULAR MEETING MARCH 15, 2016

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk