



Central Mississippi Planning and Development District

1170 Lakeland Drive P.O. Box 4935 Jackson, Mississippi 39296-4935 (601)981-1511 Fax: (601)981-1515

James Archer, President
Cobie Collins, Vice President
Quentin Whitwell, Secretary-Treasurer
Michael Monk, Chief Executive Officer

August 5, 2015

Butch Hammack, Director
Madison County Emergency Management
P.O. Box 608
Canton, MS 39046

Dear Butch:

Re: Hazard Mitigation Plan

As you are aware, the county's current Hazard Mitigation Plan will expire during 2016. Based on our conversation and in preparation of the FY 2016 budget cycle, I have enclosed a contract for your review and approval if the county wishes to continue to work with the Central Mississippi Planning and Development District to revise and update the existing Hazard Mitigation Plan prior to the plan's expiration.

In the meanwhile, if you have any questions, or if you would like to discuss this matter further, please contact me at (601)981-1511.

Sincerely,

Lesley Callender
Senior Planner

Attachment

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into as of the _____ day of _____, 2015, by and between **MADISON COUNTY, MISSISSIPPI**, hereinafter called the “**Local Government**”, and the **CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT** hereinafter called “**CMPDD**”, WITNESSETH THAT:

Whereas, the Local Government desires to engage the CMPDD to render certain technical and professional services, hereafter described. Now, therefore, the parties hereto do mutually agree as follow:

I. Employment of CMPDD

The Local Government hereby agrees to engage CMPDD; and CMPDD hereby agrees to provide the services hereinafter set forth.

II. Scope of Services

CMPDD hereby agrees to develop an updated Hazard Mitigation Plan for the Local Government. The plan shall be developed in compliance with Federal Regulations and guidance issued by the Federal Emergency Management Agency. CMPDD shall appoint a project manager for this task that shall be responsible for managing the project to ensure project goals and objectives are completed within the timeframe specified in this document and within budget limits. The Local Government shall appoint a Committee to work with the CMPDD to gather data and carry out a comprehensive planning process.

III. Period of Performance

The services specified under paragraph II of this agreement shall begin upon execution of this contract by both parties and extend for a period of no more than twelve (12) months.

IV. Compensation

Compensation to the CMPDD for responsibilities outlined in the “Scope of Services” shall be on a fixed fee basis. The Local Government agrees to pay a fixed fee of two-thousand five hundred dollars (\$2,500) to the CMPDD. The Local Government shall pay the CMPDD for these services within thirty (30) days of the Local Government receipt of an invoice.

V. Changes

This agreement may be altered from time to time with the written approval of both parties. Such changes shall be incorporated into written amendments to this contract.

VI. Termination of Contract

At any time for convenience, or if, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Contract, this Contract may be terminated by giving thirty (30) days written notice to the other party of such termination. If this Contract is terminated by the CMPDD as provided herein, the Local Government will be reimbursed equal to its contribution, less any costs actually incurred by the CMPDD that are directly attributable

to the services covered by this Contract. If this Contract is terminated by the Local Government as provided herein, the CMPDD will be reimbursed equal to its contribution, less any costs actually incurred by the Local Government that are directly attributable to the services covered by this contract.

VII. Interest of Members of the Local Government

No officer, member, or employee of the Local Government who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision that affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly involved.

VIII. Cooperation of the Local Government

The Local Government hereby agrees that its officials and employees will cooperate with CMPDD in the discharge of CMPDD's responsibilities under this Contract and will be available for consultation at such times as may be mutually agreeable to all parties. The Local Government shall make available to CMPDD or its designated agents all data, reports, records, maps or other information as are existing, available, and necessary for carrying out this Contract.

IX. Products of this Contract

It is understood and acknowledged by the Local Government that CMPDD shall retain ownership of all work products it develops as necessary to produce the items which CMPDD is required to produce under this agreement. Such work products shall include, but shall not necessarily be limited to digital files, research materials, working papers, and other internal documents. The Local Government shall have full right and title to all products delivered to them under this agreement.

X. Execution

In witness whereof, CMPDD and the Local Government have executed this agreement as of this the _____ day of _____, 2015.

Karl Banks, President
Madison County Board of Supervisors

Michael Monk, Chief Executive Officer
Central Mississippi
Planning & Development District

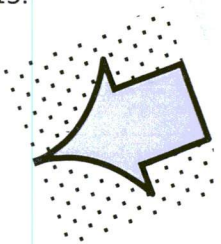
Mark Houston, County Administrator
Madison County Board of Supervisors

Shay Lipe, Director of Finance
Central Mississippi
Planning & Development District

State of Mississippi
Madison County

Personally appeared before me, the undersigned in and for said county and state, the within named **Karl Banks and Mark Houston**, who acknowledged to me that they are the **President of the Board of Supervisors and County Administrator** for Madison County, Mississippi, respectively, and that as such did sign, execute and deliver the foregoing instrument, having affixed the County seal thereto, for the purposes therein stated, in the name of, for and on behalf of said Madison County, Mississippi, he being first duly authorized to do so.

Given under my hand and official seal, this the _____ day of _____, 2015.



Notary Public

My Commission Expires:

State of Mississippi
Hinds County

Personally appeared before me, the undersigned in and for said county and state, the within named **Michael Monk** and **Shay Lipe**, who acknowledged to me that they are the **Chief Executive Officer** and **Director of Finance** of **Central Mississippi Planning and Development District**, respectively, and that as such did sign, execute and deliver the foregoing instrument, having affixed the corporate seal thereto, for the purposes therein stated, in the name of, for and on behalf of said corporation, they being first duly authorized to do so.

Given under my hand and official seal, this the _____ day of _____, 2015.

Notary Public

My Commission Expires:
