

Attachment 3

Example Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING MISSISSIPPI ALTERNATIVE HOUSING PILOT PROGRAM

State of Mississippi

1. Parties. The parties to this Agreement are the MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, hereinafter referred to as "MEMA", and The City of Pascagoula, hereinafter referred to as the "Jurisdiction."
2. Purpose. The Jurisdiction desires to assist and cooperate with MEMA in the implementation of the Mississippi Alternative Housing Pilot Program ("MAHPP") and to support the Jurisdiction's residents who resided in Jackson, Harrison and Hancock Counties, Mississippi on August 28, 2005, and were displaced from their residence as a result of Hurricane Katrina and who are currently living in travel trailers and/or mobile homes within aforementioned Jurisdiction provided by the Federal Emergency Management Agency ("FEMA").

The MAHPP is a pilot program implemented by FEMA and administered by MEMA. The purpose of this portion of the MAHPP is to develop and produce a safer and more comfortable temporary housing unit for use in future disasters.

3. Scope of Agreement. Jurisdiction agrees to allow the Park Model, Mississippi Cottage, and/or Green Mobile (collectively "MAHPP units"), to be placed on occupant-selected sites, which are acceptable and approved by MEMA and the Jurisdiction. The sites may include private lots, lots provided by the Jurisdiction, existing or new commercial sites, and private non-profit sites. In accordance with FEMA Recovery Disaster-Specific Guidance, the Jurisdiction acknowledges a portion of the temporary units may be placed below the Jurisdiction's Advisory Base Flood Elevations. Occupants who are selected may present MEMA and the Jurisdiction alternative sites to be considered. Jurisdiction agrees to allow the occupants to maintain the unit on the approved site for a minimum of six (6) months from the date the unit is placed on said site and up to twenty-four (24) months from the date FEMA awards MEMA the grant funds. Jurisdiction agrees to allow MAHPP units on a temporary basis only, so long as the occupants are not allowed to purchase the MAHPP units for permanent use in said Jurisdiction, without further written authorization from the jurisdiction.
4. Conditions of Agreement. The following conditions shall apply:
 - A. Within the Jurisdiction, Park models may be installed at any site where a travel trailer is currently allowed. Units larger than the Park model may be considered for temporary installation, on an individual basis. Criteria will be (at a minimum) that the recipient currently lives in temporary housing at the site, permanent housing is under construction and progress is made monthly, the unit can be placed within the lot without causing sight distance (traffic) or ingress/egress issues, and that the State will be responsible for removal of the unit no later than March 2009. Temporary installation of units larger than the Park model will not be allowed without specific consideration and approval by the Jurisdiction. Temporary installation of the Green Mobile unit will be considered under the same circumstances, and only for ADA compliance.
 - B. All units placed under this Memorandum of Understanding will be placed on a temporary basis only.
 - C. MEMA shall be solely responsible for the installation of the alternate housing unit and; coordination with FEMA to effect removal of the existing temporary housing unit. Infrastructure adjustments as necessary to facilitate the installation shall be the obligation of MEMA and/or the Occupant as per the grant plan.

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- D. MEMA maintains ownership of the temporary unit for the duration of the temporary installation. The occupant is responsible for the maintenance of the unit, as per the terms of the Maintenance Agreement. The Jurisdiction will refer all inquiries accordingly.
 - E. No unit will be placed on a site where sight distance (traffic safety) is compromised by the installation. [Can the subcontractor co-ordinate with the City??]
 - F. MEMA shall notify E-911 of any special needs at a site at the time of installation.
 - G. Temporary installations in Special Flood Hazard Areas, based on the published FIRM maps, shall be completed in accordance with the published Base Flood Elevations (BFEs) and agreements with FEMA on such placements.
 - H. MEMA shall be fully responsible for removal of all temporary units at the end of the specified term, including but not limited to all legal expenses, coordination of the resident, physical removal and disposal of the unit, and reasonable site restoration to prevent erosion following the removal.
 - I. No agreements regarding purchase of a temporary unit to be placed within the boundaries of the Jurisdiction shall be made between MEMA and the occupant without written approval from the Jurisdiction.
5. Consideration. As consideration for the performance of the actions referred to "Scope of Agreement", MEMA agrees to include the Jurisdiction and its residents in the selection process approved by FEMA for MAHPP.
6. Period of Agreement. This Agreement will become effective on the date this Agreement is executed and remain in effect until March 30, 2009 or until such other time as both parties agree to same in writing.

In witness whereof, the parties hereto have executed the Agreement on the date indicated below, after first being authorized so to do.

6-20-07
DATE

6/20/08
DATE

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

By: [Signature]
THOMAS M. "MIKE" WOMACK, Executive Director

CITY OF PASCAGOULA

By: [Signature]
Title: MAYOR