

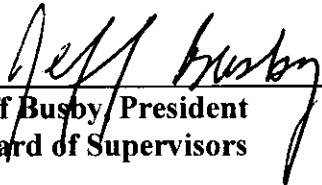
**ORDER: AUTHORIZE EMERGENCY MANAGEMENT TO PARTICIPATE IN THE
CRISIS TRACK PROGRAM**

Motion was made by Kevin Frye, duly seconded by Chad McLarty, to authorize Emergency Management to participate in the Crisis Track program.

The vote on the motion was as follows:

Supervisor Kevin Frye, voted yes
Supervisor Jeff Busby, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Busby, declared the motion carried, this the 19th day of August, 2019.



Jeff Busby, President
Board of Supervisors



Sherry Wall, Chancery Clerk

SCANNED

Lisa,

Please place either on the Consent Agenda or regular agenda (whichever is appropriate):

Permission for Emergency Management to Participate in the Crisis Track program. Crisis Track is Emergency Management Software Program that is being provided by MEMA at no cost to the counties. The program links to County Appraisal information for existing structures so that FEMA documentation can be completed quicker and more easily after a disaster. This program will be greatly beneficial to all the counties in the state.

Sylvia has already granted permission to access her offices records, but additional forms needed to be signed by the county.

Steve Quarles

Director of Emergency Management

Steve Quarles

From: Thomas Brewer <tbrewer@mema.ms.gov>
Sent: Monday, July 29, 2019 4:22 PM
To: Sylvia Baker
Cc: Steve Quarles; Bob Buseck; Myrl Williams
Subject: Lafayette County Parcel and Address Point Data
Attachments: Tri-State Data Release Form.pdf

Mrs. Baker,

MEMA and the MS. Dept. of Insurance has invested in a new disaster management software Crisis Track to perform damage assessments and resource tracking. Its uses parcel and address point data to give a better overall picture of the dollar estimation of damages using property value. We have started reaching out to our counties as we are in hurricane season and it seems these days, we can have severe weather or flooding year-round.

As always, we hope we never have to use the new system for damage assessments but this new platform with the required data will help our state's citizens by speeding up the recovery and declaration process. Is it possible to get those Lafayette County datasets from you? The sooner we can get the data the sooner we can get a training program implemented for MEMA and County personnel.

Attached is the approval form that Tri-State Consulting would need signed before they would release Lafayette County data to us.

Thanks for any assistance you can provide,

Thomas Brewer
Mississippi Emergency Management Agency
tbrewer@mema.ms.gov
Office: 601-933-6619
Cell: 601-899-2991



Click Logos Below to Stay Connected with Us:



"Preparing for Tomorrow's Disasters Today"

Data Release Form

Date 7.29.19

To: Office of Lafayette County, MS

Tri-State Consulting Services has been requested to provide information from the County's tax maps to:

Tri-State Consulting Services will not provide any of the County's data or other information "without" consent from the Tax Assessors.

If you agree that Tri-State can provide the requested information to the company listed above, please sign this form.

Tri-State Consulting reserves the right to charge a fee for processing and formatting of requested data to the firm listed above. Tri-State Consulting is not charging for the county data. Tri-State will not invoice the county for providing this service. The requesting firm will pay Tri-State for this service.

County Authorization

I, Sylvia Baker, Tax Assessor of Lafayette County, authorize Tri-State

Consulting Services to provide the requested information to MEMA-Thomas Brewer

Tax Assessors Signature

Sylvia Baker

Sylvia Baker
Assessor/Tax Collector
Lafayette County
300 North Lamar, Suite 103
OXFORD, MS 38655
(662) 234-5562



STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

GREGORY S. MICHEL
EXECUTIVE DIRECTOR

August 9, 2019

Dear Emergency Management Directors,

The Mississippi Emergency Management Agency (MEMA) has recently purchased Crisis Track to improve the collection of damage assessment information statewide by making a license available to each county at no cost. Crisis Track is a disaster management software specifically tailored for preliminary damage assessments. The application uses county tax data to locate for evaluation structures impacted by disasters and prepare the Federal Emergency Management Agency (FEMA) forms.

We hope that after a disaster, this software will allow all of us to identify damaged structures more quickly, capture the cost of response assets, and more efficiently provide data to FEMA to get disaster assistance dollars into your county quicker than ever before.

Implementation will generally consist of setting up individual county accounts, loading tax or Geographic Information System data, and providing training. Once tested, modifications to the implementation approach will be made, if needed. At this time, to participate in the program, we need four things from you:

- Please sign a data-sharing agreement (template enclosed) and send it to MEMA ITS and Crisis Track. If you have already signed such an agreement, representatives from Crisis Track will be in contact with you to discuss an amendment.
- Please provide MEMA ITS and Crisis Track with a point of contact to coordinate Tax or Geographic Information System data for your jurisdiction.
- Please provide MEMA ITS and Crisis Track with a list of potential local damage assessment team members (name, organization, and department)
- Please plan on attending a MEMA training class to provide you and your staff with the skills and knowledge necessary to fully optimize this tool.

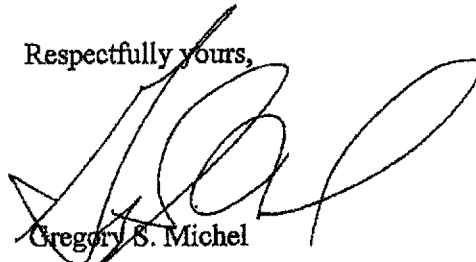
For more information about Crisis Track, go to <http://www.crisistrack.com>. Please note that the Crisis Track application provided by MEMA will *only* have functionality limited to damage assessment and disaster management tiers of functionality.

The Point of Contact for MEMA ITS is tbrewer@memams.gov. Thomas asks that you, please copy any communication with him to memaits@memams.gov.

The Point of Contact for Crisis Track is leeforesman@crisistrack.com. Lee asks that you, please copy any communication with him to support@crisistrack.com.

If you have questions on how this project impacts efforts you may have taken or contemplated taking to incorporate Crisis Track into your emergency management program, please contact your Preparedness Grants Administrator. For any other questions, please reach out to your MEMA Area Coordinator. We look forward to collaborating with you on in this important project.

Respectfully yours,



Gregory S. Michel
Executive Director

Data Sharing Agreement

Geopliant has entered into a License and Service Agreement ("Agreement") with the State of Mississippi ("Licensee") dated as of October 7, 2016, wherein Geopliant has granted Licensee the right to use the Crisis Track cloud-based software and application ("Licensed Software") within the State of Mississippi. This Data Sharing Agreement ("Data Agreement") arises as a result of the Agreement, and is by and between Lafayette County ("You" or "Your") and Geopliant LLC, on behalf of itself, its affiliated entities, subcontractors and agents ("Geopliant", "we", "our" or "us"). Geopliant and You may be sometimes referred to in this Data Agreement each individually as a "Party," or collectively as the "Parties." For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, and intending to be legally bound, the Parties agree as follows.

1. Contribution and Sharing of Data.

1.1. Upon and subject to agreement to the applicable End User License Agreement, included herein by reference, Geopliant will supply Your employees and/or agents the ability to access the Licensed Software. Use of the Licensed Software provides You with the ability to upload or access information and documentation (including but not limited to GIS data, tax assessment records, pictures, videos, damage assessment forms)("Data").

1.2. In consideration for access to the Licensed Software, You agree that all Data uploaded to and/ or accessed by the Licensed Software by You may be shared by Geopliant with other users authorized to use the Licensed Software pursuant to the Agreement, for purposes of improved crisis management by Licensee and across jurisdictions within Licensee's Territory.

2. Warranties; Disclaimers.

2.1. Intellectual Property Warranty. You warrant that: (i) to the extent that proprietary or intellectual property rights exist in the Data, You have all necessary rights to provide the Data to Geopliant for the uses contemplated herein; and (ii) Your providing the Data to Geopliant does not infringe any rights of any third party.

2.2. Compliance Warranty. You warrant to the best of Your knowledge that: (i) the Data is/was not collected, generated, compiled, obtained and/or being supplied to Geopliant in any manner that would subject Geopliant to legal or regulatory liability for the use as contemplated herein; (ii) the Data is/was collected and will be provided in accordance with applicable laws related to the collection and sharing of the Data; (iii) there are no material suits, claims, charges or proceedings currently pending or threatened against You relating to the Data; and (iv) there are no writs, injunctions, judgments, orders or decrees, nor any pending investigations of any governmental entity, against You relating to the Data.

2.3. Your Accuracy Warranty. You warrant that Data delivered to Geopliant hereunder shall be substantially as current, accurate and complete as the best version used in connection with Your own products and services, or internally.

2.4. Geopliant Warranties. Geopliant warrants that it has the right to enter into this Data Agreement, and that its sharing and use of the Data shall not be used in any manner that would subject You to legal or regulatory liability.

2.5. No Other Warranty. EXCEPT AS EXPRESSLY PROVIDED IN THIS DATA AGREEMENT, GEOPLIANT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE SEQUENCE, TIMELINESS, ACCURACY OR COMPLETENESS OF INFORMATION INCLUDED IN THE DATA.

3. Limitations on Damages

3.1. Liability. Neither party will be liable for any incidental, special, punitive, exemplary, indirect, or consequential damages of any kind, including lost profits, lost data, lost revenue, and loss of business or business opportunity, whether or not the other party was aware or should have been aware of the possibility of these damages.

3.2. Responsibility of the Parties. Geopliant agrees that it shall be responsible for its agents' and employees' acts and omissions within the scope of their duties under this Agreement which cause injury to persons or property, subject to the limitations of this Agreement. You shall be responsible for your agents' and employees' acts and omissions within the scope of their duties which cause injury to persons or property. Nothing herein shall be deemed as a waiver of sovereign immunity or other defense available to the You or Geopliant.

4. Term. This Data Agreement shall commence on the Effective Date and will continue in effect until terminated as set forth in this Section 4.

4.1. This Data Agreement will terminate automatically upon the termination or expiration of the Agreement.

4.2. Geopliant may terminate this Data Agreement at any time without notice if it ceases to support the Licensed Software, which Company may do in its sole discretion. In addition, this Data Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Data Agreement.

5. Miscellaneous

5.1. Nothing in this Data Agreement shall be deemed to create an agency, joint venture or partnership relationship between the Parties. Neither Party shall have authority to act on behalf of or bind the other Party in any way. This Data Agreement does not confer any enforceable rights or remedies upon any Person other than the Parties

5.2. This Data Agreement binds and inures to the benefit of the Parties and their successors and permitted assigns, except that neither Party may assign this Data Agreement, nor any rights or obligations hereof without the prior written consent of the other Party, such consent not to be unreasonably withheld; any purported assignment in violation of this Section 5.2 is void.