

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, Mississippi, on the 16th day of August, 2011, at 9 00 o'clock a m , and present were R B Davis, President of the Board, Lynn Horton, Vice President, Shelton Deanes, Luke Lummus, and Floyd McKee Also present at said meeting were Harmon A Robinson, Clerk of the Board, and Laddie Huffman, Sheriff, when and where the following proceedings were had and determined, to-wit

NO _____

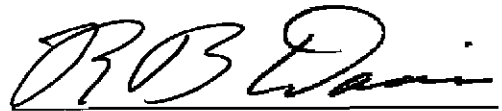
IN THE MATTER OF AN ERRONEOUS GARBAGE BILL FOR CYNTHIA BIRCHFIELD

In the matter of an erroneous garbage bill for Cynthia Birchfield

It appears that Cynthia Birchfield, garbage account No 707593, has been erroneously billed \$70 00 on the above account for it has been determined that Ms Birchfield did not live at that location and had moved

After motion by Mr Lummus and second by Mr Horton this Board doth vote unanimously to dismiss said garbage bill as an error

So ordered this the 16th day of August, 2011



President

NO _____

IN THE MATTER OF CLEANING DEBRIS

*Houiska Creek south of Chester
McLemore Road*
A STREAM IN CLAY COUNTY, MISSISSIPPI

Supervisor *Sketton James* offered and moved the adoption of the following Resolution

RESOLUTION

WHEREAS, there is an urgent need for clearing debris and drifts on the stream on the above named stream located in Section *1 1/2*, Township *105*, Range *5E* in Clay County, Mississippi,

WHEREAS, without immediate attention taken toward this problem, considerable damage to property and inconvenience to the general public may result

WHEREAS, Clay County, Mississippi, is without sufficient resources with which to perform such tasks

NOW THEREFORE, BE IT RESOLVED by the Board of supervisors of Clay County, Mississippi, that the Board hereby requests the Tombigbee River Valley Water Management District to perform the above stated task in Clay County, Mississippi, as in within their means to do so

Supervisors *LYNN HORTON* seconded by motion and with all members present and voting "Aye", the President declared the motion carried and the resolution adopted

ORDERED, THIS THE *16th* day of *August*, 2011

[Signature]
President


NO _____

IN THE MATTER OF AUDITING PROPOSALS FOR THE 2011 AND 2012 FISCAL YEARS

There came on this day for consideration the matter of auditing proposals for the 2011 and 2012 fiscal years

After motion by Mr Horton and second by Mr Lummus this Board doth vote unanimously to have the Chancery Clerk contact CPA firms who qualify to secure proposals for this Board to review

So ordered this the 16th day of August, 2011



President

This Board doth vote unanimously to recess until 9 A M on August 17, 2011



President

INSTRUMENT NO _____

BOOK _____

PAGE _____ THRU PAGE _____

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INTENTIONALLY

This the ____ day of _____, 20____

Harmon A. Robinson, Chancery Clerk

BY _____ D.C.

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, Mississippi, on the 17th day of August, 2011, at 9 00 o'clock a m , and present were R B Davis, President of the Board, Lynn Horton, Vice President, Shelton Deanes, Luke Lummus, and Floyd McKee Also present at said meeting were Harmon A Robinson, Clerk of the Board, and Laddie Huffman, Sheriff, when and were the following proceedings ere had and determined, to-wit


NO _____

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THIS BOARD TO EXECUTE
A CONTRACT WITH CORRECTIONAL COMMUNICATIONS, INC (CCI) FOR INMATE
TELEPHONE SERVICE

There came on this day for consideration the matter of authorizing the president of this board to execute a contract with Correctional Communications, Inc (CCI) for inmate telephone service

After motion by Mr Lummus and second by Mr McKee this Board doth vote unanimously to authorize the President to execute the attached contract and approve same

So ordered this the 17th day of August, 2011



President

8-17-11



INMATE TELEPHONE SERVICE AGREEMENT

The Inmate Telephone Service Agreement ("Agreement") is made by and between Correctional Communications, Inc (CCI) having its principle place of business at PO Box 596, Carthage, Mississippi 39051 ("Company") and Clay County Board of Supervisors, having its principle place of business at 218 West Broad Street, ("Premises Provider")

1 **Term** This agreement shall be in effect for **five (5) years** commencing from the date of installation of equipment. If the parties execute this Agreement on different dates, the date of installation of equipment shall be the later of said dates

2 **Equipment** This agreement applies to the installation, management, operation and maintenance of inmate telephones, enclosures, and related equipment furnished by the Company at the time of execution of the Agreement or during the term of this Agreement whether existing, newly installed enlarged or renovated, located at Clay County Sheriff's Office, 218 West Broad Street, and all other facilities under the control of Premise Provider (Facility)

The term "Equipment" is defined herein as the inmate telephone set(s) and related equipment, including but not limited to guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Company are installed upon the premises owned or controlled by Premise Provider or any of its agencies or affiliates, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of service. Such a right of removal or relocation shall not be exercised unreasonably by the Company. The Company will notify the Premise Provider in writing of its intention to remove or relocate prior to such action. Upon removal of equipment by the Company, the Company shall restore said promise to its original condition, ordinary wear and tear excepted. However, the Company shall not be liable for holes placed in wall, pillars or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. The Premise Provider may not make alterations or attachments to the equipment provided under this agreement, unless otherwise mutually agreed upon by all parties

3 **Services** At no cost to the Customer, the Company shall provide all management services necessary to implement this Agreement, and shall be responsible for furnishing, installing, repairing and servicing the Equipment, the establishment (if and to the extent required by the Company) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the pay phone and automated operator of federal and state regulatory authorities applicable to the pay phone and automated operator services provided by the Company, the establishment and maintenance of all billing and payment arrangements with the local and inter

EXHIBIT A

exchange carriers, the processing of all telephone call record, the performance (alone or through others) of all validation, billing, out clearing and collection services, and the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Company's obligations under this Agreement. The Company shall use its best efforts to keep non-billable and uncollectable charges to a minimum.

4 Compensation Remuneration shall be **forty five per cent (45%)** of the **gross** revenue collected for phones covered by this Agreement. Gross revenue shall exclude any sales tax, excise tax, or other taxes. Payments shall be paid monthly and mailed directly to Premise Provider.

5 Rates The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission (FCC). Any rate changes mandated by the state/local regulatory authority and /or the FCC which adversely affect the Agreement shall entitle the Company to, at its option, renegotiate or cancel this Agreement in accordance with Paragraph 7 below.

6 Records & Confidentiality The Company shall maintain records sufficient to permit proper determination of funds due the Premise Provider. Such Records shall be made available to the Premise Provider for review upon request. During and after the term of this Agreement, including any renewal period(s) the Company shall recognize and protect the confidentiality of all information regarding the inmate telephone station location provided by Premise Provider, including revenue and remuneration paid to the Premise Provider, and shall not disclose such information to any party other than the Premise Provider and the Company, except through the express, written consent of the Premise Provider.

The revenue payment and reporting cycle will be a maximum of 45 days following the end of the previous month. Both summary and detail reports will be provided. The original reports and payment will be mailed directly to the Premise Provider.

7 Notices Any notice, demand, request, approval or other Communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective parties as follows:

To Company

Correctional
Communications, Inc

P O Box 596

Carthage, MS 39051

Phone 662 386-1177

To Premise Provider

Clay County Board of
Supervisors

P O Box 815

West Point, MS 39773


601-494-3313

8 Renewal This Agreement shall be renewed for an additional five year period after the original term, unless either party provides written notice of its intention not to renew this Agreement at least ninety (90) days prior to the expiration of the original or any renewal term. Such notice will be sent to the address set forth in Section 7.

IN WITNESS WHEREOF, the forgoing Agreement has been executed by the parties hereto, this the 17 day of August 2011

Company
Correctional
Communications, Inc

Premise Provider
Clay County Board of Supervisors





Signature

Signature

Name

R.B. Davis

Name

Title

President Board of Supervisors

Title

Acknowledged: 

MINUTES
CLAY COUNTY
FY 2011 HOME INITIAL PUBLIC HEARING
August 17, 2011

The FY2011 HOME Initial Public Hearing was conducted at the Courthouse in West Point, Mississippi on August 17, 2011 at 10:00 AM. The purpose of the meeting was to announce the intent of the County to apply for a FY2011 HOME Homeowner Rehabilitation/Reconstruction Grant and to gain input into the development of the application.

Ms. Patsy Patterson of the Golden Triangle Planning and Development District conducted the public hearing. Ms. Patterson, Housing Specialist, reported that the State of Mississippi expects to receive approximately \$13 million for the FY2011 HOME Investment Partnership Program, which has been allocated for the following purposes:


- Homeowner Rehabilitation/Reconstruction -
- Homebuyer Assistance-Non Competitive through Mississippi Home Corp
- CHDO Set-Aside -
- Disabled Housing Initiative (Ms. Home Corp)

Ms. Patterson stated that the purpose of the HOME program is to:


1. Expand the supply of decent, safe, sanitary, and affordable housing
2. Strengthen the abilities of states and units of general local government to design and implement strategies for achieving an adequate supply of affordable housing
3. Provide participating jurisdictions, on a coordinated basis, with the various forms of federal housing assistance

Ms. Patterson reported that the deadline for HOME program applications in Jackson is September 30, 2011, at 4:00 PM. The HOME program rating factors were each explained and afterward the floor was opened for discussions and questions. Applications were handed out to potential homeowners with a specified date to return to the County.

There being no further discussions or questions, Ms. Patterson agreed to remain afterward to answer any questions or assist in with applications. There were no negative comments received during the hearing nor in writing.



President



Clerk

CITIZEN PARTICIPATION REQUIREMENTS AND CERTIFICATION

The Clay County Board of Supervisors hereby certifies that the following requirements have been met concerning the Home Investment Partnerships Program (HOME) under FY 2011 funds

- (1) An initial public hearing was conducted in the proposed project area to inform the local citizens of the County's intent to apply for funds and to obtain local citizens' input. The public hearing was conducted at the Courthouse in West Point, Mississippi on August 17, 2011 at 10:00 AM. This location was accessible to the handicapped. The County provided for the needs of non-English speaking residents in the community upon request.
- (2) Published a notice of the initial public hearing not more than twenty (20) days prior to and at least fourteen (14) days before the date of the hearing in the non-legal section of a local newspaper of general circulation.
- (3) The County during the initial public hearing, furnished information to citizens concerning amounts of funds available statewide for proposed community development and housing activities, the types of eligible activities that may be undertaken, amount of funds expected to benefit low-and moderate-income persons.
- (4) Informed citizens that written comments will be accepted regarding the proposed use of funds and areas to be targeted for assistance and must provide a reasonable time period and location for submittal of written comments. Technical assistance was provided to representatives of persons of low-and moderate-income as appropriate in developing program input.
- (5) Ensured that local files contain documentary evidence that the initial public hearing was held, including a copy of the actual notice and proof of publication notice. Copies of these will be submitted to the State with the application. The County will retain the attendance roster and minutes of the meeting in the application file for public review. All written citizens' comments will be maintained in the local files and available for review by the State.
- (6) In determining the proposed project location and needs to be addressed by the proposed HOME projects, the County will consider both citizen input that was received during the initial public hearing and the written comments received within the designated time frame after the public hearing.

Signed _____
President

Date of Publication 7-30-11
Date Public Hearing 8-17-11

INTENTIONALLY

LEFT BLANK

NO _____

IN THE MATTER OF AUTHORIZING A CONTRACT WITH KDDFD COMMISSARY NETWORK , LLC FOR FOOD AND RELATED PRODUCTS IN THE CLAY COUNTY JAIL

There came on this day for consideration the matter of authorizing a contract with KEEFE Commissary Network, LLC for food and related products in the Clay County Jail

After motion by Mr McKee and second by Mr Deanes this Board doth vote unanimously to authorize the president to execute the attached contract and approve same

So ordered this the 17th day of August, 2011



President

KEEFE COMMISSARY NETWORK AGREEMENT

This Agreement made and entered into as of this 17 day of August, 2011,
between KEEFE COMMISSARY NETWORK, L L C an affiliate of THE KEEFE GROUP,
("KEEFE") and Clay County Jail, a Correctional INSTITUTION in the State of
Mississippi, ("INSTITUTION");

Whereas, KEEFE is in the business of supplying food and other related products to
inmate commissary departments of correctional facilities throughout the United States, including
INSTITUTION, and,

Whereas, the parties wish to enter into a Commissary Agreement to facilitate the
ordering of commissary supplies by inmates and the payment thereof, now, therefore, in
consideration of the mutual promises and conditions herein contained, it is agreed between the
parties

1 OPERATION OF COMMISSARY BY INSTITUTION

INSTITUTION agrees that during the term of this Agreement, it will, at its expense
provide personnel to operate the computer equipment, account for inmate welfare funds, and
deliver the completed orders to the individual inmates

2 OPERATION OF COMMISSARY BY KEEFE

KEEFE agrees that on an as needed basis, it will download all inmate orders for
commissary items. KEEFE will bag, box, and ship such commissary items to the INSTITUTION
for distribution to the inmates and will bill the INSTITUTION monthly or more frequently for all
such purchases. In addition, KEEFE will keep the computer equipment updated with complete
information as to commissary items available, pricing, and other terms and conditions of sale

EXhibit A

3 HARDWARE

During the term of this agreement, KEEFE shall supply INSTITUTION with such computer equipment and software as listed in Exhibit A. INSTITUTION agrees to buy the hardware listed in Exhibit A for the sum of \$ N/A KCN agrees to delay payment of purchase price so long as INSTITUTION is utilizing the equipment as part of the Keefe Commissary Network program set forth in this agreement. In the event that INSTITUTION elects to terminate the Agreement prior to the end of the base term, defined in paragraph 8 Term and Termination, INSTITUTION, at its option, shall promptly pay the agreed upon purchase price or return the equipment to KCN at its own expense. If the agreement is terminated after the base term, then the institution shall only be able to return the equipment to KCN. KEEFE hereby grants to INSTITUTION a royalty free license to use the KEEFE Commissary Network software. INSTITUTION acknowledges the proprietary nature of the software and/or written software documentation and hereby agrees NOT to disclose, reproduce, transfer or use the software and/or documentation for any purpose other than those specifically allowed by the terms of this agreement without specific written permission of an Officer of KEEFE.

4 PAYMENT

KEEFE will invoice INSTITUTION for all commissary items purchased. INSTITUTION will pay such invoices in accordance with KEEFE'S standard credit terms (NET 30 DAYS) from the Inmate Trust Account.

5. SERVICE FEE

INSTITUTION will be paid a service fee for the services to be provided by it hereunder equal to 25% of adjusted gross sales. Adjusted gross sales are gross sales less the sales of noncommissioned items as determined by KEEFE and INSTITUTION listed on Exhibit B to this

Agreement In the event that the inmate's funds available to purchase commissary products are inhibited in any way by change in policy from INSTITUTION, the service fee paid to INSTITUTION shall be reduced accordingly by KEEFE after negotiation with INSTITUTION

6. **MENU**

Product selection and pricing will be agreed upon by INSTITUTION and KEEFE Menu selection shall be reviewed as needed, and no less than annually. All changes must be approved by INSTITUTION Any price adjustments will be made at least yearly on the contract anniversary date with prior approval of INSTITUTION

7. **DEPOSIT SERVICES**

This agreement shall include KEEFE'S Access Corrections® Deposit Services KEEFE will facilitate family deposits to inmate trust accounts via website, toll free phone number KEEFE will guarantee all deposits and ACH moneys to designated INSTITUTION bank account monthly No fees for this service will be born by INSTITUTION

8. **TERM & TERMINATION**

This Agreement shall continue in effect for a period of four years (the base term) from the date hereof. The Agreement will automatically renew for successive one year terms thereafter, unless either party to this Agreement shall give notice in writing to the other party on or prior to 90 days prior to the expiration of any term or extended term that the party so giving notice does not wish to extend this Agreement

9. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Mississippi

10 ENTIRE AGREEMENT-WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of delivery services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of the Agreement and no waiver of its provision shall be valid unless in writing and signed by the duly authorized officers of KEEFE and INSTITUTION. This Agreement supersedes all other agreements between the parties for the provision of Commissary Delivery Services.

11 INDEMNIFICATION

The parties shall indemnify each other against any loss, damage, injury, or death caused by the negligent acts or omissions by their agents or employees for losses, damages, injuries or death caused by their negligence and arising out of the consumption or use of the products sold or services provided, however, nothing contained herein shall require the parties to defend or indemnify each other for losses, damages, injuries or death arising out of the negligence of their respective agents or employees.

IN WITNESS WHEREOF, the parties have executed this Commissary Agreement as of the year and date first above written.

KEEFE COMMISSARY NETWORK (KEEFE)

John Puricelli
Executive Vice President, General Manager

Date

Clay County Jail (INSTITUTION)

BY *P.B. D. - President of Bank of*
TITLE *First Bank of Egypt*
DATE *8-17-11*

Exhibit "A"

Hardware Featured

Current equipment shall be maintained and updated as needed.

The DELL computer hardware is provided, maintained, and warranted at no additional cost for the life of the commissary agreement.

Company
6863

Commissary Agreement

Exhibit B

Noncommissioned Items

Stamped envelopes

Postage stamps

Indigent Kits

Admission Kits

On-site, special commissary item sales sold by INSTITUTION

How Commissions Are Determined

The commissions will be based on the weekly, adjusted gross commissary sales. Adjusted gross sales are gross sales less postage sales or other noncommissioned sales.

Monthly Sales
Less Postage/Non Commissionable
= Adjusted Gross Sales

25 % Commission Offered

*Postage sales and stamped envelopes are noncommissioned

NO _____

IN THE MATTER OF EXECUTING A CONTRACT WITH DRC EMERGENCY SERVICES
TO BURN DEBRIS RESULTING FROM THE APRIL STORM

There came on this day for consideration the matter of executing a contract with DRC
Emergency Services to burn debris resulting from the April Storm

After motion by Mr McKee and second by Mr Horton this Board doth vote unanimously
to authorize the President of this Board to execute the attached contract marked as exhibit A and
approve same

So ordered this the 17th day of August, 2011



President

SERVICE AGREEMENT

WHEREAS, there occurred a violent tornado in the northwest corner of Clay County, Mississippi on or about April 27, 2011 wherein substantial damages occurred to trees, businesses, homes and agriculture, and

WHEREAS, there was significant vegetative debris resulting from the tornado, and

WHEREAS, pursuant to a request for service to dispose of and burn said debris, this Agreement is entered into by and between CLAY COUNTY, MISSISSIPPI, by and through its Board of Supervisors, (hereinafter "Clay") and DRC EMERGENCY SERVICES, LLC, of Mobile, Alabama (hereinafter "DRC")

NOW THEREFORE, Clay and DRC enter into this Agreement and do hereby agree as follows

1 DRC will dispose such vegetative debris by burning said debris at two sites in Clay County, Mississippi, the first site being known as the Enon site and the second being known as the Highway 389 Pheba site DRC shall be fully responsible for the maintenance of the burn at said sites and agrees not to commence the burn without MDEQ authorization permit DRC shall complete the site agreement remediation to the satisfaction of Clay as to the job sites before requesting reimbursement

EXHIBIT A

2 DRC agrees to remove all ash and transport same to a designated landfill for final disposition. Any required burning on-site is included in the contract rate. However, a reasonable charge shall be negotiated between Clay and DRC for the transportation and removal of the ash to the designated landfill. It is also agreed that when the debris is burned, the pit shall be sized to accommodate the size of the blower being used.

3 DRC agrees to maintain a safe working environment during this project and agrees to provide Clay proof of liability insurance and any worker's compensation required by state law.

4 Clay agrees to pay DRC upon completion \$2.15 per cubic yard to burn the proposed debris. Payment by Clay to DRC pursuant to the MDEQ permit shall be made within 48 days after operations have commenced.

5 DRC agrees to commence the Service Contract within 24 hours of notice to proceed from Clay and to complete said project within a reasonable time, weather conditions being taken into consideration because of strong winds or rain.

6 Clay represents to DRC that it has received a permit from MDEQ for a burn site for the burning of the vegetative debris at the two designated locations provided in this Agreement for the removal of an estimated 15,486 cubic yards of vegetative debris to burn and remove.

This Agreement was approved by the Clay County Board of Supervisors on the 17th day of August, 2011 and is executed in multiple counterparts, each to be considered as an original thereof

CLAY COUNTY BOARD OF SUPERVISORS

BY

R B Davis

R B Davis, President

DRC EMERGENCY SERVICES, LLC

BY

Mark Stafford (e)

Mark Stafford, Chief Operating Officer

NO _____

IN THE MATTER OF AUTHORIZING THE ATTORNEY FOR THIS BOARD THOMAS B STOREY, JR. TO PURSUE LEGAL ACTION AGAINST NAES TO COLLECT A DELINQUENT BALANCE RESULTING FROM THE CONTRACT TO HOUSE INMATES


There came on this day for consideration the matter of authorizing the attorney for this Board Thomas B Storey, Jr to pursue legal action against NAES to collect a delinquent balance resulting from the contract to house inmates

It appears to this Board that NAES terminated its contract with Clay County Mississippi to house inmates said termination being June 30, 2011, and

It appears that there existed at that time an unpaid balance of \$103,266 14 owed to Clay County

After motion by Mr McKee and second by Mr Deanes this Board doth vote unanimously to authorize Mr Storey to issue a demand letter to NAES and to pursue the proper legal action necessary to collect the outstanding amount owed to Clay County as spelled out herein above

So ordered this the 17th day of August, 2011


President

This Board doth recess until 9 A M on August 18th, 2011


President

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, Mississippi, on the 18th day of August, 2011, at 9 00 o'clock a m , and present were R B Davis, President of the Board, Lynn Horton, Vice President, Shelton Deanes, Luke Lummus, and Floyd McKee Also present at said meeting were Harmon A Robinson, Clerk of the Board, and Laddie Huffman, Sheriff, when and where the following proceedings were had and determined, to-wit

NO _____

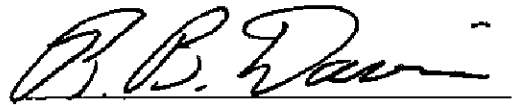
IN THE MATTER OF AN INTERLOCAL JAIL AGREEMENT WITH THE CITY OF WEST
POINT, MISSISSIPPI

There came on this day for consideration the matter of an interlocal jail agreemtn with the City of West Point, Mississippi

It appears that Clay County will house prisoners for West Point, Mississippi at \$35 00 per day per inmate for a minimum of eight (8) inmates See attached agreement marked as exhibit A

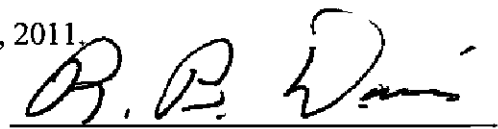
After motion by Mr McKee and second by Mr Lummus this Board doth vote
unanimously to have the President execute the agreement and forward to the City to approve

So ordered this the 18th day of August, 2011



President

This Board doth recess until 9 A M on August 22nd, 2011.



President

INTERLOCAL JAIL AGREEMENT

THIS AGREEMENT is made and entered into on the date hereinafter set forth by and between the City of West Point, Mississippi, by and through its governing authorities, the Board of Mayor and Selectmen of the City of West Point ("WEST POINT"), and Clay County, Mississippi, by and through its governing authorities, the Clay County Board of Supervisors ("CLAY COUNTY")

WHEREAS, CLAY COUNTY owns and operates the Clay County Detention Facility located in West Point, Mississippi ("CLAY COUNTY DETENTION FACILITY"), and

WHEREAS, WEST POINT, through its police department, desires to reserve and use a certain number of beds to house West Point inmates at the CLAY COUNTY DETENTION FACILITY pursuant to the authority granted under the "Interlocal Cooperation Act of 1974" (codified at Miss Code Ann 17-31-1, et seq)

NOW, THEREFORE, by the mutual covenants and promises contained herein, the parties agree as follows

- 1 **Use** WEST POINT shall reserve for its exclusive use, on a 24 hour, 7 days per week basis, a minimum of eight (8) bed spaces located at the CLAY COUNTY DETENTION FACILITY to house its inmates ("the West Point inmates") CLAY COUNTY shall accept custody thereof according to the terms of this Agreement CLAY COUNTY, through its Sheriff, shall receive the West Point inmates upon delivery by WEST POINT and shall be responsible for the proper housing, care and maintenance of such inmates thereafter while they are in custody of CLAY COUNTY Upon receipt of custody of the West Point inmates, CLAY COUNTY and the Clay County Sheriff shall be responsible for the custodial care, treatment, safety, security, feeding and maintenance of the West Point inmates while they are in custody of CLAY COUNTY The Clay County Sheriff, and CLAY COUNTY as the source of revenue for the Sheriff, agrees to supervise, control, and manage the CLAY COUNTY DETENTION FACILITY to provide safe and secure custody of the West Point inmates according to state and federal law, regulations and standards All correctional officers and guards employed at the CLAY COUNTY DETENTION FACILITY shall be certified by the State of Mississippi and all custodial and prisoner detention protocol and procedures shall be observed and implemented in accordance with federal and state standards and guidelines

- 2 **Healthcare** CLAY COUNTY shall furnish nursing services within the CLAY COUNTY DETENTION FACILITY to the West Point inmates sufficient for attending to minor illnesses and minor medical problems, evaluation to determine whether more extensive medical care is warranted and dispensing over-the-counter medications CLAY COUNTY shall not be responsible for arranging, scheduling physician visits, appointments, prescription medications or any

Exhibit A

1

associated cost as this responsibility shall remain with WEST POINT CLAY COUNTY shall also not accept any West Point inmate(s) suffering from lunacy, mental illness, or who has or will be prescribed psychotropic drugs

- 3 **Transportation** WEST POINT shall be responsible for transporting its prisoners to and from the CLAY COUNTY DETENTION FACILITY, except in the case of medical or other emergency. In the event of such medical or other emergency, all costs of transportation, maintenance, and security of West Point's inmates shall be borne by WEST POINT. The Clay County Sheriff shall be responsible for making the West Point inmates available promptly for transportation to court appearances and for other purposes upon timely requests therefore.
- 4 **Cost** WEST POINT shall pay CLAY COUNTY a rate of \$35.00 per inmate/per calendar day to house a minimum of eight (8) inmates. To the extent additional space is available, WEST POINT shall pay CLAY COUNTY \$42.00 per inmate/per calendar day to house additional inmates. All payments shall be timely made by WEST POINT by the 15th of the month following when the cost was incurred. Payments to be mailed to the Clay County Sheriff Department, P O Box 142, West Point, MS 39773.
- 5 **Insurance** CLAY COUNTY shall obtain and maintain law enforcement liability insurance providing coverage for the CLAY COUNTY DETENTION FACILITY and its occupants, including the West Point inmates, in an amount not less than One Million Dollars (\$1,000,000.00) issued by a reputable company which is permitted to do business in the State of Mississippi. Both WEST POINT and CLAY COUNTY shall maintain and provide comprehensive law enforcement liability insurance in an amount not less than \$1,000,000.00. Each party waives the right of subrogation against the other for claims in the event that claims are paid by insurance to the extent allowed by the respective insurance carriers.
- 6 **Indemnity** WEST POINT agrees to defend and hold harmless CLAY COUNTY, its governing authority, officers, employees and agents against any demand, claim, assertion of liability or action arising out of any act of omission of WEST POINT, its officer, employees and agents in connection with its use of the CLAY COUNTY DETENTION FACILITY which is not fully covered by the insurance set forth in the preceding paragraph of this Agreement, and agrees to assume liability for CLAY COUNTY for any loss, damages, liability, attorney's fees, or other sums for which CLAY COUNTY may reasonably pay on account of any such demand, claim, assertion of liability or action. CLAY COUNTY agrees to defend and hold harmless WEST POINT, its governing authority, officers, employees and agents against any demand, claim, assertion of liability or action arising out of any act or omission of CLAY COUNTY, its officers, employees and agents in connection with the CLAY COUNTY DETENTION FACILITY which is not fully covered by the insurance set forth in the preceding paragraph of this Agreement, and agrees to assume liability for WEST POINT for any loss, damages, liability, attorney's fees or other sums for which WEST POINT may

reasonably pay on account of any such demand, claim or assertion of liability or action

- 7 **Duration and Termination** This Agreement shall remain in force and effect for a period of 1 year or until WEST POINT and CLAY COUNTY determines there is no longer any need to continue it. In that event, this Agreement may be terminated by either party by giving the other party a sixty (60) day written notice, during which sixty (60) day period the parties shall reconcile their financial obligations to each other. However, the obligation to maintain general liability insurance, and the right to indemnity, shall survive for three (3) years after termination or until all claims are resolved, whichever occurs later.
- 8 **Governing Law** This Agreement shall be interpreted and construed under the laws of the State of Mississippi.
- 9 **Amendment** No amendment or modification to this Agreement shall be effective unless reduced to writing and signed by all parties hereto. No waiver of any breach of this Agreement by any party hereto shall be construed to be a waiver of any succeeding breach. This Agreement has been fully negotiated and shall not be construed against either party as a result of the preparation of this Agreement.
- 10 **Authority** Each governing authority, as defined by 16-13-5 of the Mississippi Code of 1972, Annotated, as amended, has approved the entering into this Agreement by resolution entered on its minutes. This Agreement shall be submitted to the Attorney General of Mississippi for approval, and when approved, a copy shall be immediately filed with the Chancery Clerk of Clay County and with the Secretary of State. This Agreement shall be effective upon approval by the governing bodies of WEST POINT and CLAY COUNTY and the Attorney General of the State of Mississippi.
- 11 **Force Majeure** In the event that WEST POINT and CLAY COUNTY is delayed, hindered, or prevented from the performance of any requirement hereunder by reason of general civil disturbance, riot, labor dispute, strike, flood, tornado, or other natural disaster, or for other reasons, other than governmental or financial, which are totally beyond control of such party, the performance of the requirements shall be excused for the period of the delay, provided, however, that nothing in this provision shall prevent or delay termination as provided in Section 7.
- 12 **Assignment** This Agreement shall not be assigned except upon written agreement of all the parties.
- 13 **Miscellaneous** The parties acknowledge that this Agreement contains the full, complete and entire agreement between the parties regarding WEST POINT's use

of minimum of eight (8) beds at the CLAY COUNTY DETENTION FACILITY and matters pertaining thereto, and that this Agreement supersedes all other agreements, correspondence and understandings, verbal or in writing

14 **Notice** Notices to the parties under this Agreement shall be sent via registered or certified mail, return receipt requested, to the following addresses

WEST POINT
Office of the Mayor
Post Office Box 1217
West Point, MS 39773

CLAY COUNTY
Clay County Board of Supervisors
Post Office box 815
West Point, MS 39773

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates noted below

DATED _____

CITY OF WEST POINT, MISSISSIPPI

BY _____
Mayor of the City of West Point

DATED _____

CLAY COUNTY, MISSISSIPPI

BY _____
President of Clay County
Board of Supervisors

INSTRUMENT NO _____

BOOK _____

PAGE _____ THRU PAGE _____

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INTENTIONALLY

This the ____ day of _____, 20____

Harmon A. Robinson, Chancery Clerk

BY _____ D.C.