BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 19th day of August, 2014, at 9 00 a m, and present were Lynn Horton, Luke Lummus, and Floyd McKee, President. Also present were Amy G Berry, Clerk of the Board, Bob Marshall, Board Attorney, and Eddie Scott, Sheriff of Clay County, when and where the following proceedings were as determined to wit,

#### NO \_\_\_\_\_

#### IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE BOARD OF SUPERVISORS MEETING HELD ON AUGUST 19, 2014

There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on August 19, 2014

After motion by Lynn Horton and second by Luke Lummus the Board doth vote

unanimously for such agenda to be adopted as presented

SO ORDERED this the 19th day of August, 2014

Alon M.g. President

- dame of me -

#### IN THE MATTER OF REVIEWING THE GENERAL LIABILITY QUOTE FROM ONE BEACON INSURANCE COMPANY

There came on this day for consideration the matter of reviewing the General Liability Insurance quote from One Beacon Insurance Company

It appears to this Board Gil Lyon of Lyon Insurance and Kyle Chandler, IV of Galloway, Chandler, and McKinney Insurance are here to present the quote of One Beacon Insurance Company for the County's General Liability Insurance policy as attached hereto as Exhibit A, and,

It appears to this Board the Zurich and Travelers insurance both did not submit quotes for the said policy because they could not be competitive with the bid of One Beacon Insurance as attached hereto as Exhibit B, and,

It appears the quote of One Beacon Insurance is \$145,017

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to take both quotes for General Liability coverage under advisement and to make a decision by Thursday, August 21, 2014

SO ORDERED this the 19th day of August, 2014

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President

COVERAGES	Cine Beacon 2	emium & Ex 2012	- One Beacon	2013	" " One Beacon	2014
		Premiums	Limits	Premiums	Limits	Premiums
Property	12 664 496	34.567	11.664 296	34 810	15 965 803	36 679
Contents	3 080.000		3 005,000		3,055,000	
Business Income	250 000		250,000		250 000	
Deductible	2,500		2 500		2 500	
Specific Locations-Bldg			800 000		Loc 29-1(ACV)200,000	
Specific Locations-Contents			50 000			
Equipment Breakdown	included	Included	included		included	
nland Manne		Included	<b></b>	490		490
lardware & Media	444,500		446 500		444 500	
Scheduled	2 384 394	<b></b> +	2,415 208		2,505 899	<u> </u>
Unschedule Equip	50 000	┝━━────┼	50.000	┝────┥	50 000	<u>├──</u> ───
Deductible		┟━━━━╋				
	000	·	<u>500</u>			
Seneral Liability	500,000/1 000 000	18 002	500 000/1 000,000	19 652	500 000/1,000 000	18 07
Sexual Abuse	300 000		300 000		300 000	
lealth Care					500 000	
Emp_Benefits Liab	1 000 000/3,000,000	Included	1 000 000/3 000,000		1 000.000/3 000 000	include
Deductible	1 000		1,600		1,000	
Retro 9/1/1997					<u></u>	
aw (Clarms Made)	2 000,000/2,000 000	11,910	2 000 000/2 000 000	22 325	2,000 000/2 000 000	21 58
Deductible	10 000		10.000		10 000	
Retro Date 9/1/2000						· · · ·
POL(Claims Made)	1 000,000/1,000 000	Included	1 000 000/1,000 000	Included	1,000 000/3 000 000	Include
Deductible	6,000		5.000		5 000	
Retro 9/1/1997		<b></b>				
EPLI (Clauns Made)	1 000 000/1 000 000	7 729	1 000 000/1 000 000	Included	1 000 000/3 000 000	sinclude
Deductible	5 000	<b></b> _	5 000		5 000	
Retro 9/1/1997					<b>_</b>	
Auto Liability	750 000	68 306	750 000	67 551	760 000	66 78
U/Motorists	750 000		750 000		750 000	
Med Pymts						
Deductuble						
	127 Units	F <b>-</b>	121 Units		131 Units	
Auto P/D		included		included		Include
Deductible	500/500		500/500		500/500	
Terrorism						
Crime	100,000	Included	100,000	included	100 000	Inciuda
	·		500		500	
Excess Liability		<u></u>		·		┼
Law Liability						<u> </u>
Grand Total		140 504		144 828	<u>├</u> ─── <u>─</u> ────	143 60
To add terrorism		<u> </u>		1,378		1,40
		┟╴╺╸╺┥	·	146 206		145 01

- Shopped out with serich & Fareles they declined See Attached - few changes - Public official

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#### Gil Lyon

From Sent: To Subject Michael Girten <michael girten@zurichna.com> Friday, July 25 2014 2 41 PM Gil Lyon Re Clay County

Gil

Per our conversation as much as I d like to be able to quote (and write) this one for you there's just too many factors working against it this year. As we discussed I quoted the account 3 years running in the mid-2000's for their then agent with no success. This year you mentioned you have the incumbent and 2 other carriers already looking to quote it not to mention that the MASIT pool will be coming after it as well and very likely with a lowball price.

I also have 9 early September County renewals of my own which will take up most of my time and resources over the next month While I most definitely appreciate your interest in a Zurich quote given all these things working against us unfortunately Clay County doesn't appear to give us the most optimal opportunity for success at this time

Regards

Mike

Mike Girten, CPCU, AU, CIC, CRM Senior Underwriter Jackson Middle Markets (601) 933-8707



From	Gli Lyoл < <u>nii@iyoninsurance com</u> >
То	michael girten@zunchna.com" <michael girten@zunchna.com=""></michael>
Date	07/25/2014 10 15 AM
Subject	Clay County

Mike can you quote Clay County for us?

Kindest Regards,

Gil Lyon President Lyon Insurance Agency Inc P O Box 762 325 Commerce Street West Point MS 39773-0762

Gil Lyon

From. Sent: To Subject: Jeff Estes <Jeff\_Estes@ajg com> Monday, August 18 2014 8 02 AM Gil Lyon FW Clay County Board of Supervisors

f Estes

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750 Woodlands Parkway, Suite 200 Ridgeland, Mississippi 39157 601 863 3153 (direct) 601 506 1448 (mobile) Jeff Estes@aig.com | www.aigrms.com Arthur J. Gallagher Risk Management Services, Inc

----Original Message----From Jackson, John G [mailto JGJACKSO@travelers.com] Sent Saturday, August 16, 2014 10 32 AM To Peggy V McCrory Cc Jeff Estes, Bryant, Sharon R, Mccabe, Patrick W Subject Clay County Board of Supervisors

Hı Peggy,

ank you for thinking of Travelers Public Sector Services for your submission for Clay County Board of Supervisors fortunately, after careful review of the submission, we are unable to offer a quote as we cannot compete with expiring or anticipated renewal pricing,

i am sorry that we could not help this time but hopefully we will be able to assist with you next submission - If you have any questions please feel free to call

Sincerely,

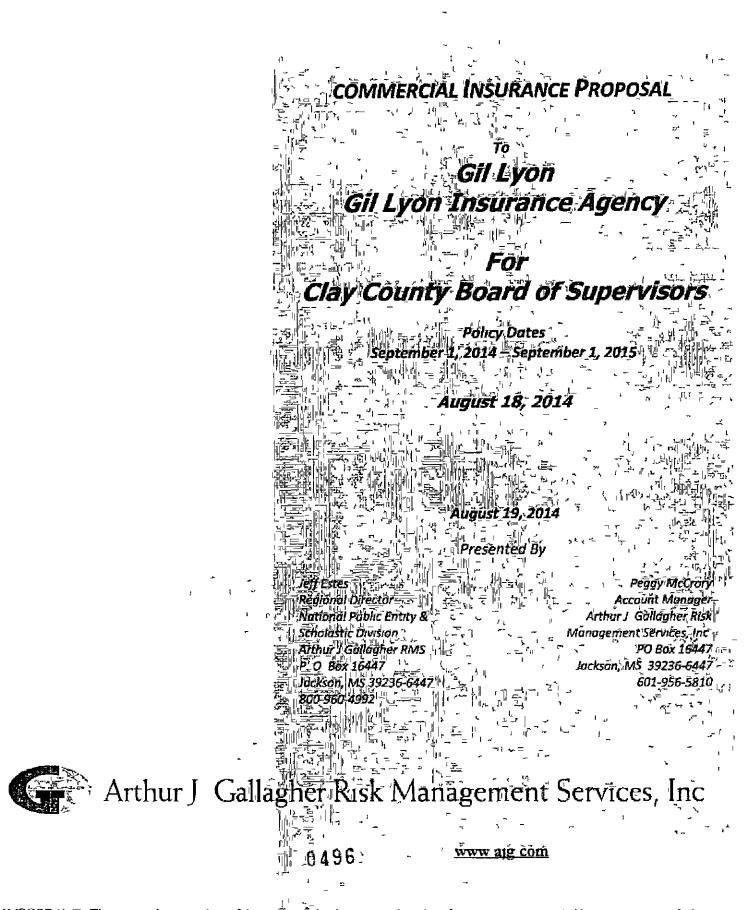
Gil

J. Gil Jackson, CIC, AAI Territory Manager, Public Sector Services

Office - (601) 936-8366 Cell - (601) 405-5072 Fax - (877) 376-6051 jgjackso@travejers.com

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IMPORTANT The proposal is an outline of the coverages by the insurers based on the information provided by your company. It does not include all the terms coverages exclusions limitations and conditions of the actual contract language. The policies themselves must be read for those details. Policy forms for your reference will be made available apont request.

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# Named Insured Schedule

# Clay County Board of Supervisors

NOTE

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Any entity not named as an insured may not be covered under this policy. This may include Partnerships and Joint Ventures





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### **Client Service Team**

A service team approach will be implemented for <u>Clay County BOS</u> to provide a senior level availability for all of your services and risk management needs as well as daily services requirements.





# **OneBeacon Quote attached**

The coverage outlined may not conform to the terms and conditions requested. You are responsible for reviewing and explain the coverage to the client including any options available or not from our office. The terms hereon are not fully described and no assumption should be made as to the adequacy of coverage of the risk to the client. You are not an agent of the insurer and as such cannot bind coverage nor make any commitments on behalf of the insurer nor of us. This policy cannot be assigned to another without the written consent of the insurer or their agent.



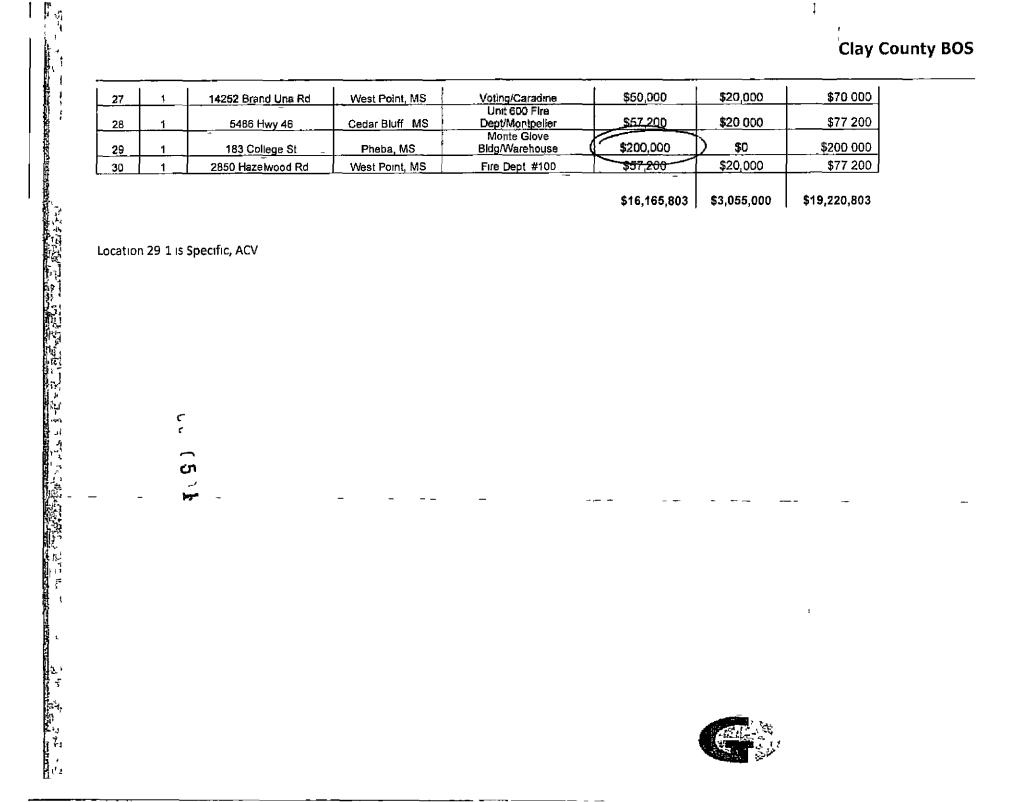
# Property Schedule

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Loc #	Bldg #	Address	City	Occupancy	Building	Contents	Total
1	1	205 Court St	West Point MS	Court House	\$4 004 000	\$500 000	\$4 504 000
1	2	_ 205 Court St	West Point, MS	Courtroom	\$114 400	\$100 000	\$214 400
2	1	10851 Hwy 46	Cedarbluff MS	Voting Bidg/Cairo	\$50 000	\$20 000	\$70,000
3	1	2504 Hwy 47	West Point MS	Voting Bldg/Siloam	\$50,000	\$20 000	\$70 000
4	1	10498 Colony Rd	Mantee MS	Voting/Pine Bluff	\$50 000	\$20 000	\$70 000
5	1	21523 Hwy 50 W	Pheba, MS	Pheba Voting Precinct	\$100 000	\$20 000	\$120 000
6	1	7390 R B Rd	Prawne, MS	Garage Dist 4	\$85 800	\$25 000	\$110 800
7	1	9750 Brand Una Rd	Praime, MS	Fire Dept Unit 400	\$57 200	\$20,000	\$77,200
8	1	2895 E Tibbee Rd	West Point MS	Tibbee Voting Bldg	\$50 000	\$20 000	\$70 000
8	2	2895 E Tibbee Rd	West Point, MS	Fire Dept	\$57 200	\$20 000	\$77 200
9	1	440 Barton Ferry Rd	West Point MS	Vinton Voting/Grg/Dist 1	\$68 640	\$25 000	\$93 640
10	1	6423 Waverly Rd	West Point, MS	Union Station Voting/Fire Dept	\$68,640	\$20 000	\$88,640
11	1	18006 Hwy 46	Cedar Bluff,, MS	Fire Dept #300	<sup>-</sup> \$57,200 <sup>-</sup>	\$20,000	\$77,200
12	1	1981 Old Tibbee Rd	West Point MS	Garage Dist 2	\$1 <b>14</b> ,400	\$25,000	\$139 400
13	1	218 W Broad St	West Point, MS	Crt. 4 Off/Jatt/Justice Crt. 4	\$6,476,398 - 1	\$500,000	\$6 976 398
14	1	451 Cooper St	West Point, MS	Home for Children	\$446,160	\$0	\$446,160
15	1	4962 Hwy 46	Cedar Bluff, MS	Barn Dist 3	- \$85,800	\$25,000	\$110 800
16	1	330 W Broad St	West Point, MS	Sheriff's Off	_\$411 840 _	_ \$350,000_	\$761,840
17	1	360 Washinton St	West Point, MS	DHS	\$949 520	\$400,000	\$1,349,520
18	1	138 S Division	West Point, MS		\$286 000	\$0	\$286,000
19	1	10986 Hwy 50 W	Cedarbluff, MS	Unit 600 Fire Dept	\$91,520	\$20 000	\$111,520
20	1	440 Barton Ferry Rd	West Point, MS	Garage Dist 1	\$85 800	\$25 000	\$110 800
21	1	13700 Hwy 47	West Point, MS	Una/Palo Alto Fire St	\$95,576	\$25,000	\$120 576
22	1_	972 E Broad St	West Point, MS	E911 Building	\$184,000	\$400 000	\$584,000
	1	227 Court St	West Point, MS	如个了是 <b>历了。</b> Building。如"个生	<u>\$818`309; `^`_'</u>	\$300,000	\$1 118,309
24	1_	21561 Hwy 50 W	Pheba, MS	Vol Fire Dept Pheba	\$57 200	\$20,000	\$77,200
25	1	21572 Hwy 50 W	Pheba, MS	Garage Dist 5	\$85 800	\$25 000	\$110,800
26	1	160 College Street	Pheba, MS	Clay County Ag High	\$800,000	\$50,000 _	<u> </u>
			<u> </u>				<u> </u>

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# Auto Schedule

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	[				Serial Number (last 4		
Unit	<u>Year</u>	<u>Make</u>	Model	Valuation	<u>digits)</u>	Comp Ded _	<u>Coll Ded</u>
1	1989	International	Truck	ACV	6684	500	500
2	2003	Ford	F150	ACV	9430	500	500
3	1997	TrailBoss	Trailer	ACV	10032	500	500
4	2001	Chevrolet	PU	ACV	2815	500	500
5	2000	Dodge	1500	ACV	5138	500	500
6	1996	Mack	5th Wheel Truck	ACV	2701	500	500
7	2006	Chevrolet	Silverado _	ACV	8726	500 <sup>_</sup>	500
8	1995	Ford	F250	ACV	10058	_ 500	500
9	2000	Palmer	Trailer	ACV	3730	500	500
10	1976	Palmer	Trailer	ACV	1129	500	500
_ 11	1976	Ford	Dump Truck	ACV	1470	500 )	500
12	2004	Ford	F250	ACV	4275	500	500
13	1975	International	Dump Truck	ACV	2075	500	500
14	2000	International	Truck	ACV	_ 1481 _	500	500
15	2006	International	Dump Truck	ACV	3468	500	500
16	2004	GMC	C1500	ACV	1957	500	500
17	1989	International	Dump Truck	ACV	8398	500 /	500
_ 18	1998	Ford	Dump_Truck	ACV	6994	500	500
-19	2000	TrailBoss -	Trailer	ACV	2469	500	500
20	1968	International	_Tractor_	ACV	9870	500	- 500
21	1992	Fontaine	Dump Truck	ACV	1517	500	500
22	1998	Roadrunner _	Trailer _	ACV	5T20	500	500
23	1988	Chevrolet	C10	ACV	5553	500	500
24	2000	Dodge	_1500 PU	ACV	3601	- 500	500
25	1990	International	Tractor Truck	ACV	2348	500	500
26	1993	International	Tractor Truck	ACV	2240	500	500
27	2006	Chevrolet	Silverado	ACV	5393	500	500
28	1986	White	1500 Truck	ACV	10484	500	500
29	1987	International	Truck	_ ACV	1248_	500	500
30	1995	Mack	CH613	ACV I	2762	500	500

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31	2001	Palmer	Trailer		3818	500	50 50
32	2001	Palmer		ACV	A003808	500	<u>50</u> 50
33		Mack	Truck		2768	500	50 50
34	2004	GMC	Sierra PU	ACV	8964	· · · · · · · · · · · · · · · · · · ·	<u>50</u> 50
35	2009	Ford	F250	ACV	7541	500	50
36	2008	Chev/Rosen	CC8 <u>C042</u>	ACV	3349	500	
37	1988	International	Fire Truck	ACV	6096	500	50
38	1992	GMC	Fire Truck	ACV	500871	500	50
39	<u>1987</u>	International	Fire Truck	ACV	7895	500	50
40	<u>1987</u>	International	Fire Truck	ACV	7897	500	5(
41	1995	International	Fire Truck	ACV	1591	500	5(
42	1981	International	Fire Truck	ACV	3313	500	50
43	1998	Cavalier	Travel Trailer	ACV	8311	500	5(
44	1998	Cavalier	Travel Trailer	ACV	8497	500	50
45	2000	GMC	Pumper	ACV	6087	500	5(
46	1997	International	Fire Truck	ACV	4540	500	5
47	1992	GMC	Fire Truck	ACV	500699	500	5
48	2002	GMC	Truck	ACV	1205	500	5
49	2002	GMC	Truck	ACV	1228	500	5
50	2004	GMC	Pumper	ACV	1099	500	5
51	2007	GMC	Fire Truck	_ ACV	7462	500	5
52	2007	GMC	Fire Truck	ACV	7509 _	500	5
53	-2007	International	Fire Truck	ACV	7179	500	5
54	2008	Ford	CV _	ACV	2441	500	5
55	2008	Ford	ĊV	ACV	2440	500	5
56	2008	Ford	cv	ACV	2439	500	5
57	2000	Ford	cv	ACV	7390	500	5
58	2008	Ford	cv	ACV	2438	500	5
59	2003	Ford	Tauras	ACV	1561	500	5
60	2000	Ford		ACV	7389	500	5
61	2000	Ford	Explorer	ACV	50468	500	5
62	2003	Ford	CV	ACV	3937	500	5
63	2003	Ford	Expedition	ACV	8603	500	5
64	1998	Dodge	150 PU	ACV	1214	500	5
65	2004	Ford	CV	ACV	6377	500	5

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	66	2001	Ford	Ranger PU	ACV	3673	500	500
	67	2002	Sterling	LT7500	ACV	1309	500	500
	68	2003	GMC	T255042	ACV	2284	500	500
	69	1986	Chevrolet	C10	ACV	1167	500	500
	70	2008	Ford	F250	ACV	5272	500	500
	71	2008	Ford	F250	ACV	1458	500	500
	72	2007	Palmer	Trailer	ACV	3719	500	500
	73	2009	International	7400	ACV	9612	500	500
	74	2003	Ford	PU	ACV	5928	500	500
	75	2008	Inernational		ACV	9857	500	500
	76	2003	Mack	CH613	ACV	9301	500	500
	77	2011	Mack	CH613	ACV	6871	500	500
I	78	2002	Chev	PU	ACV	6852	500	500
	79	1985	Chev	Diesel	ACV	32613	500	500
	80	2010	Mack	CH613	ACV	6417	500	500
	81	1984	Palmer	Trailer	ACV	348	500	500
	82	2010	Freightliner	M2 Chasis	ACV	6778	500	500
	83	2008	International	Dump Truck	ACV	4788	500	500
	84	1999	International	8100 Series	ACV	8415	500	500
				Sierra C35 Truck Dump 2CY				
	85	1998	GMC	SI	ACV	1GDHC33FOWF046182	500	500
	86	2009	Ford	Crown Victoria	ACV	1FAHP71V39X134667	500	500
	87	2008	Ford	Crown Victoria	ACV	2FAHP71V88X161751	500	500
I	88	2008	Ford	Crown Victoria	ACV_	2FAHP71V68X161750	500	500
	89	2009	Ford	Crown Victoria	ACV	2FAHP71V99X131241	500	500
	90		Dump		ACV	M100810414952AL	500	500
	91		Lowboy	Trailer	ACV	4RTSP2527WS1366	500	500
	92	1995	International	Truck	ACV	2HSFBSR3SC014936	500	500
	93		Lowboy	Trailer	ACV	1HZL37208C1002936	500	500
	94		Flatbed	Trailer	ACV	1Z9BF18298W656035	500	<u> </u>
	95		GMC	Trash Compactor	ACV	J8DE5B14X27902670	500	500
	96	1982	International	Fire Truck	ACV	1HTL23275CGA16098	500	500
	97	1986	Chev	Truck	ACV	1GCHD34J9GF317178	500	500
	98	1983	International	Truck	ACV	1HTL23277DGA17402	500	500
	99	1981	International	Truck	ACV	7896	500	500

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100	1987	GMC	MFC8753	ACV	1GDJR34J2HJ523021	500	500
101	1970	Amer Gen	MFC85826	ACV	83K662084010201	500	500
102	1966	Kaiser	Jeep	ACV	84964012522337	500	500
103	1977	Dodge _		ACV	W24BE7S084017	500	500
104	1967	Kaiser	Jeep	ACV	84994NK6385	500	500
105	1986	Amer Gen	6x6	ACV	NL0124C12415434	500	500
106	1966	Tanker	5000 GLAL	ACV	0MH962064	500	500
107	1970	Cargo	TRL	ACV	NKOFOF032512257	500	500
108	2009	Dodge	Charger	ACV	2B3LA43V59H598475	500	500
109	2012	Ford	F150	ACV	1FTFX1CF6CFB58873	500	50(
110	2012	Chev	Silverado	ACV	1GCRCPEA4CZ310225	500	500
111	2012	Chev	Silverado	ACV	1GCRCPEAXCZ310486	500	500
112	2012	Dodge	Charger	ACV	2C3CDXAT2CH230937	500	500
113	2013	Mack	Truck CHU613	ACV	1M1AN07Y7DM012386	- 500	500
114	2002	Ford	Truck	ACV	1FTYR44U22TA12326	500	50
115	1989	International	Dirt Truck	ACV	1FDXR82A7KDAD3357	500	50(
116	2002	Chev	Silverado	ACV _	2GCEK19V821194241	500	50
117		Dutchman	Travel Trailer	ACV	47CTS5P246L116836	500	50
118	2013	Dodge	Charger	ACV_	2C3CDXAG1DH713596	500	50
119		Dump	Trailer	ACV -	951	500	50
120		Service	Trailer	ACV	T26754	500	50
_ 121_	2014	Ford	F350	ACV	1FTRF3AT9EEA61194	500	50
122	2006	Chysler	Sebring	ACV	1C3EL56R06N205317	500	
123	2005	Nissan	PU	ACV	1N6BA07B45N544019	500	. 50
124	2003	Chevrolet_	Truck	ACV	1GBJ7J1E23F516074	500	50
125	2014	Dodge _	Ram	ACV	1C6RR7XT7ES223046	500	50
126	2014	Dodge _	Charger	ACV	2C3CDXAGXEH236538	500	50
127	2014	Dodge	Charger	ACV	2C3CDXAG2EH194656	500	50
128	2014	Dodge	Charger	_ ACV	2C3CDXAG4EH194657	500	50
129	2014	Dodge	Charger	ACV	2C3CDXAG0EH194655	500	50
130	2014	Ford _	Taurus	ACV	1FAHP2MKXEG145587	500	_ 50
131	2014	Dodge	Ram		1C6RR6K9ES377307	500	50

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# Equipment Schedule

MAKE	DESCRIPTION	ID#	LIMIT
Bush Hog	Cutter	12-0828	- 1 650
International	Dozer _	4429U06097	25 000
Dumpbed	Dry Body	OB401536ĀL	_ 5,212
Steele-Wheel	Roller	400T-8584118	24,393
Ford	3930 Tractor	095092B	14,500
Wobble Wheel	Packer	W122130K	2 000
Alamo	Mower	AB05126	18,912
Ford	Tractor	B061940	18 000
Caterpillar	Motor Grader	2ZK05208	155 886 \
Bush Hog	Cutter	_1200414	7,800
Caterpillar	Wheel Loader	2XB01297	25,000
Caterpillar	Excavator Trackhoe	8JR00917	61,000
New Holland	Tractor	362908M	19 834
Durapatcher	Pothole Patcher	1497	Ž6 000
Caterpillar	Backhoe 420 D	BLN05853	80 528
Tailgate	Spreader_Box	D1042	1,575
Alamo	Ditcher	D1139	5 400
_20' Boom	Mower	4689	_15,732
New Holland	Tractor	089363B	13 514
Sweeper	D2010	_12193	2,100
Caterpillar	Grader	9D3180	69 500
Hugh H50	Front End Loader	J004513	15 000
Ford	Backhoe 555E	31024738 -	39 565
Grace	Pneumatic Roller	3128 _	2 500
Durapatcher	Pothole Patcher	1500	26 000
Bush Hog	Rotary Cutter	1211403	3 115
Bush Hog	Front End Loader	1203565	2 200
Ford	Tractor _	2X351780	16 300
Alamo	5' Versa Mower	576003	15 884
Ford	Tractor 5610	4025610E20616	16 500
Side Boom	Mower	43975 -	5,000
Dresser	Front End Loader_	D042666	25 000
Rotary	Cutter	16303	1 000
Caterpillar	Motor Grader	2ZK01024	135,000
Caterpillar	Tractor	8PB01501	43 500
Ford	Tractor	019389B	17 000
Kobelco	Excavator	YMU1581	62 500
Ford	Tractor	1234308	18 518
Caterpillar	Motor Grader	2ZK06822	158 973
Caterpillar	Backhoe	FDP20312	51 274
Pot Hole	Patcher	1355	31 855
Sprayer	500 Gallon	_	1 375
Rotary	Cutter	121126	1 613

Caterpillar	Front End Loader	41K9328	<b>25</b> 000
Galion	Road Grader	1DF10656	20 000
Ford	Tractor	BD56388	12 000
Caterpillar	Backhoe Loader	5YN02104	38 561
Bush Hog	Cutter	12-03477	2 283
Spreader	Grader	4582-8	2 650
Kobelco	Excavator	YPU2009	62 500
Caterpillar	Bulldozier	9613127	20 000
Caterpillar	Motor Grader	2ZK02900	112 000
Durapatcher	Pothole Patcher	1501	26 000
Ford	Tractor	0365955B	14 500
Paving Machine	D5053	TBD	1 000
Caterpillar	Excavator	X9HR02427569K	65 000
Bush Hog	Cutter	12-00309	7,000
Boom Mower	20	1559	18 000
New Holland	Tractor	360723M	20 500
Caterpillar	Motor G ader	13K5143	25 000
Caterpillar	Bulldozier	104K1046	20 000
Backhoe	Loader	332172124	21 500
Caterpillar	Motor Grader	2ZK05207	155 586
Caterpillar	Front End Loader	6456	20 000
Caterpillar	Backhoe	BLN05812	80 528
Bush Hog	2610	1201901	10 275
Bush Hog	EL296	1201546	2 551
Sheepsfoot	D3006	6166	500
2 wheel 5x8 Trailer	D3070		395
Mobile Fuel Tank	D3089		200
Silage Cutter	D3096		200
New Holland Tractor	TD80D	HFD055323	23 978
Flexwing Rotary Cutter		1200032	7 290
Tank 500 Gallon		914410227	443
Ford Tractor	5610	BD02496	13 600
New Holland Tractor	TS110	097269B	24 115
Boom Mower		TB4261	4 920
Bush Hog Legend Cutter		1201918	6 167
5x8 Trailer		GF017	475
6 x12 Trailer	D1133	M000356	3 850
Roscoe Roller	D2053	5505606	10 000
Ford Tractor	70HP	358237M	18 225
Rudolph Towboat		BC24386	2 000
OX Bodies Dump Trailer		28398	5 043
		3410	18 000
Palmer Dump Trailer	Boot 8	SD457	700
Fisher Marine	Boat &		450
Utility Trailer	Utility Trailer	GF031	
Palmer Dump Trailer	<u> </u>	1P924HS203A003978	<u>19 673</u>
6 Rotary Cutter		6B1836	1 806
500 Gallon Spray Rig D1145		25026622	1 600
Posthole Digger	D2011	M/903FD	800

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Tailgate Spreader	D2013		525
Dura Patcher Pothole			
Patcher	D3101	1510	5 000
Adams Pull Type Grader	D3009	51925	2 350
Mower (D4117)		6010-551-03	400
Sheepsfoot	D5026	6166	1 500
Poulan Lawn Mower	BG378	031208M023284	300
Briggs & Stratton Mower	BG362	1K015K32227000001	100
Tractor	D5106	ZAJP50212	32 430
Kubota Tractor	M9540	21214	30 878
Bushog Cutter	Model 297	12-04001	3 549
New Holland Tractor	Model TD5050	2BJW50637	35 150
Bushhog Cutter	Model 3008	12-17347	4 750
Farmall 95 Tractor		2BJP51322	37 390
Pothole Digger		13TT1	475
Tractor Blade		1290	58
Ditcher Tiger		B108-6164	300
Steel Wheel Roller		4603	7 500
Lawn Mower/Bush hog		12-02521	4 800
Mauldin Asphalt Sprayer	a	848MT6GPY02848	17 681
2013 420F Backhoe	Loader	OSKR02335	90 691
		Total	2,505,899

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### **Premium Summary Page**

COVERAGE	PREMIUM
Property	\$36,679
Liability Coverages	\$18 071
Inland Marine_Coverages	, \$490
Automobile Coverages	\$66,784
Professional Liability Coverages	\$21 584
Premium when Excluding Terrorism	\$143 608
Premium when including Terrorism	\$145,017

### **Quotes and Highlights**

- 1 Premiums for the above policies are due and payable as billed, in full or quarterly installments
- 2 Unless coverage is requested not to be bound on the Client Authorization To Bind Coverage Form Gallagher is responsible for the placement of the following lines of coverage. All Lines Shown Above It is understood that any other type of exposure/coverage is either self insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures please contact your Gallagher representative
- 3 Quote is valid until September 1 2014
- 4 Commission 15% (AJG 5% Agent 10%)

# **Changes and Developments**

It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below

- 1 Changes in any operations
- 2 Any newly assumed contractual liability, granting of indemnities or hold harmless agreements
- 3 Circumstances which may require an increased liability insurance limits

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#### Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer New York Constraint the proposal is an outline of certain terms and conditions of the insurance proposed by the insurers based on the information provided by your company. It does not include all the terms coverages exclusions limitations and/or conditions of the actual policy contract language The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

We will not be operating in a fiduciary capacity but only as your broker/agent obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization however, we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact us with questions on these or any other issues of concern.

Compensation Disclosure One of the core values highlighted in The Gallagher Way states We are an Open Society and our open society extends to the compensation Gallagher receives. In general Gallagher may be compensated as follows

1 Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies annuity contracts guarantee contracts and surety bonds (collectively insurance coverages) handled for a client s account which may vary from company to company and insurance coverage to insurance coverage. As permitted by law Gallagher companies occasionally receive both commissions and fees

In placing renewing consulting on or servicing your insurance coverages Gallagher Companies may participate in contingent and supplemental commission arrangements with intermedianes and insurance companies. Contingent commissions provide for additional contingent compensation if underwriting profitability volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company and/or through the intermediary not on an individual policy basis. Some insurance markets including Gallagher-owned intermediaries have modified their commission schedule with Gallagher resulting in an increase in some commission rates. These additional commissions commonly referred to as supplemental commissions are known as of the effective date but some insurance companies are paying this commission later and apart from when commission is normally paid at policy issuance. As a result Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. Note Upon request your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage

3 Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them such as premiums or return premiums

4 Gallagher Companies may access other facilities including wholesalers reinsurance intermediaries captive managers underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities in whole or in part. If such a facility was utilized in the placement of a client's account the facility may have earned and retained customary brokerage commission or fees for its work.

5 Gallagher assists its customers in procuring premium finance quotes and unless prohibited by law may earn compensation for this value added service

6 From time to time Gallagher may participate in insurance company promotional events or training and development that insurers provide for Gallagher employees

Gallagher strives to find appropriate coverage at a competitive price for our customers in order to achieve these goals we gather and analyze data about our customers and their insurance coverage. This data and the resulting analytical tools help us better understand the current marketplace more accurately predict future trends and offer tailored solutions to our customers. The data may also be provided to insurers pursuant to consulting service agreements from which we have



#### earn fees

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements please contact, your Gallagher representative for more details

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties please send an e-mail to Compensation\_Complaints@ajg com or send a letter to

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Compliance Officer Arthur J Gallagher & Co Two Pierce Place 20th Floor Itasca IL 60143

#### TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the most recent legislation eliminated the ' distinction between foreign and domestic acts of terrorism a number of lines of coverage excluded under the TRIEA legislation passed in 2005 remain excluded including commercial automobile burglary and theft insurance surety insurance farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. The Terrorism Risk Insurance Program Reauthorization Act (TRIPRA) includes a \$100 billion cap on insurers aggregate liability.

TRIPRA is set to expire on December 31 2014 There is no certainty of extension thus the coverage provided by your insurers may or may not extend beyond December 31 2014. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate. Stand Alone, terrorism policy be purchased to satisfy those obligations.

#### Property Estimator Disclaimer

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These property values were obtained using a desktop, Property Estimator software operated by nonappraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

Actuarial The information contained in this proposal is based on the historical loss experience and exposures provided to Arthur J Gallagher Risk Management Services Inc. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary we will be pleased to provide you with a listing of actuaries for your use 4

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### **Carrier Ratings and Admitted Status**

	Proposed Carriers	A M Best s Rating	Admitted/Non Admitted						
	Atlantic Specialty Insurance Company	A XI	Admitted						
if th	If the above indicates coverage is placed with a non-admitted carrier the carrier is doing business in the state as a surplus lines or non-admitted								
carrier As such this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance									
gua	guarantee fund applicable in that state								

**Guide to Best Ratings** 

The above A M Best Rating was verified on the date the proposal document was created

			Rating	Levels and Categories					
Level	Category		Level	Category	10	vel _			: Category_
A++ A+	Superior		B B	Fair		vei _	-		Deer
	•			141					FUUI
AA	Excellent		C++ C+	Marginal	£		Unde	r Regulati	ory Supervision
8++ <b>B</b> +	 Good		сс	Weak	F	~		1	In Liquidation
					S	-	м		Suspended
			Finar	ncial Size Categories					
FSC I		Up to	1,000	FSC IX			250 000	to	500 000
FSC II	1 000	to	2,000	FSC X			500 000	to	750 000
FSC III	2 000	to	5 000	FSC XI			750 000	to	1 000 000
FSC IV	5 000	to	10 000	FSC XII			1 000 000	to	1 250 000
FSC V	10 000	to	25 000	FSC XIII			1 250 000	to	1 500 000
FSC VI	25 000	to	50 000	FSC XIV			1 500,000	to	2 000 000
FSC VII	50 000	to	100 000	FSC XV			2 000 000	or mor	e
FSC VIII	100 000	to	250 000						

Best s Insurance Reports, published annually by A M Best Company Inc presents comprehensive reports on the financial positron history and transactions of insurance companies operating in the United States and Canada Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages. A Best s Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A M Best Important Notice. Best's Credit Ratings for a disclaimer notice and complete details at <u>http://www.ambest.com/ratings/notice</u>.

Best s Credit Ratings are under continuous review and subject to change and/or affirmation For the latest Best's Credit Ratings and Best Credit Reports (which include Best Ratings) visit the A M Best website at <u>http://www.ambest.com</u> See Guide to Best s Credit Ratings for explanation of use and charges Copies of the Best s insurance Reports for carriers listed above are also available upon request of your Gallagher representative

Best s Credit Ratings reproduced herein appear under license from A M Best and do not constitute either expressly or impliedly an endorsement of (Licensee s publication or service) or its recommendations formulas criteria or comparisons to any other ratings rating scales or rating organizations which are published or referenced herein A M Best is not responsible for transcription errors made in presenting Best's Credit Ratings Best's Credit Ratings are proprietary and may not be reproduced or distributed without the express written permission of A M Best Company

Gallagher companies use A M Best Company's rating services to evaluate the financial condition of insurers whose policies we propose to deliver Gallagher companies make no representations and warranties concerning the solvency of any carrier nor does it make any representation or warranty concerning the rating of the carrier which may change



# Carrier Ratings and Admitted Status (Continued)

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#### GUIDE TO BEST S FINANCIAL STRENGTH RATINGS - INSURER

A Best s Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy an contract obligations. The rating is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength operating performance and business profile.

Financial Strength Ratings Insurer Rating Descriptor Defin tion Assigned to companies that have in our opinion a superior ability to meet their ongoing insurance A++ A+ Superior obligations Secure Assigned to companies that have in our opinion an excellent ability to meet their ongoing insurance AA Excellent obligations B++ B+ Good Assigned to companies that have in our opinion a good ability to meet their ongoing insurance obligations BB-Assigned to companies that have in our opinion a fair ability to meet their ongoing insurance Fair obligations Financial strength is vulnerable to adverse changes in underwriting and economic conditions Marginal Assigned to companies that have in our opinion a marginal ability to meet their ongoing insurance C++ C+ obligations Financial strength is vulnerable to adverse changes in underwriting and economic conditions СС Assigned to companies that have in our opinion a weak ability to meet their ongoing insurance Weak Vulnerable obligations Financial strength is very vulnerable to adverse changes in underwriting and economic conditions D Poor Assigned to companies that have in our opinion a poor ability to meet their ongoing insurance obligations Financial strength is very vulnerable to adverse changes in underwriting and economic conditions Ε Under Regulatory Assigned to companies (and possibly their subsidiaries/affiliates) placed under a significant form of Supervision regulatory supervision control or restraint including cease and desist orders conservatorship or rehabilitation but not liquidation that prevents conduct or normal ongoing insurance operations In Liquidation F Assigned to companies placed in liquidation by a court of law or by a forced liquidation S Suspended Assigned to rated companies when sudden and significant events affect their balance sheet strength or operating performance and rating implications cannot be evaluated due to a lack of timely or adequate information Rating Outlooks Assigned to an interactive Financial Strength Rating to indicate its potential direction over an intermediate term generally defined as 12 to 36 months Indicates possible rating upgrade due to favorable financial/market trends relative to the current rating level Positive Indicates possible rating downgrade due to unfavorable financial/market trends relative to the current rating level Negative Stable Indicates low likelihood of a rating change due to stable financial/market trends
Rating Modifiers Definition Madıfi Descriptor e٢ Indicates the rating may change in the near term typically within six months. Generally is event driven with positive Under Review U negative or developing implications Indicates rating assigned to insurer that chose not to participate in A.M. Best s interactive rating process Ρd Public Data Syndicate Indicates rating assigned to a Lloyd's syndicate Affiliation Codes Group Pooled Reinsured Indicates rating is based on a type of affiliation with other insurers р E - 4 Not Rated Categories Assigned to companies reported to by A M Best but not assigned a Belt's Rating NR 3 Rating Procedure Inapplicable NR\_2 Insufficien Size and/or Operating Experience NR 1 Insufficient Data NR-4 Company Request NR 5 Not Formally Followed Rating Disclosure A Best s Financial Strength Rating opinion addressed the relative ability of an insurer to meet its ongoing insurance obligations. The ratings are not assigned to specific insurance policies or contracts and do not address any other risk including but not limited to an insurer s claims payment policies or procedures the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud or any specific liability contractually borne by the policy or contract holder. A Best's Financial Strength Rating is not a recommendation to purchase hold or terminate any insurance policy contract or any other financial obligation issued by an insurer nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In arriving at a rating decision: A M Best does not independently verify the accuracy or reliability o the information. For additional details see A M Best s Terms of Use at www ambest com Best s Financial Strength Ratings are distributed via press release and/or the A.M. Best Website at www. ambest com and are published in the Rating Actions section of BestWeek® Best's Financial Strength Ratings are proprietary and may not be reproduced without permission Version 04141( Copyright© 2010 by A M Best Company Inc

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### **Contingent and Supplemental Commission Disclosure**

Effective October 1 2009 Arthur J Gallagher & Co and its subsidiaries operating as insurance agents/brokers under the corporate holding company known as Arthur J Gallagher Brokerage & Risk Management Services, LLC, resumed participating in contingent commission arrangements which are routinely offered by insurance companies and intermediaries to agents and brokers, after voluntarily foregoing the benefit of this type of compensation since May 1, 2005. Contingent commission arrangements provide for additional compensation if certain underwriting, profitability volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company and/or through the intermediary not on an individual policy basis. As a result Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company.

During the time Gallagher's retail operations did not accept contingent commissions, some insurance markets and intermediaries, including Gallagher owned intermediaries, modified their commission schedule with Gallagher resulting in an increase in some commission rates. The additional commissions commonly referred to as 'supplemental commissions' are known at the effective date of the policy but some intermediaries and insurance companies are paying the commission increase apart and later from when the commission is normally paid at policy issuance.

Unlike contingent commissions supplemental commission payments are determined <u>without</u> regard to any performance factors which are contingent on future growth retention, profitability, etc

Contingent and supplemental commission ranges from less than 1% up to 10% of written or earned premium on eligible lines of business (not all lines of business qualify)

**NOTE** Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage



# **Client Authorization to Bind Coverage**

After careful consideration of your proposal dated <u>August 19, 2014</u> we accept your insurance program subject to the following exceptions/changes

#### Policy Options

uyes an	h NO	
		Bind All Policies Herein as shown below
		OneBeacon Quote
		Include Terrorism
		Provide Quotations or Additional Information on the following Coverage Considerations

It is understood this proposal provides only a summary of the details, the policies will contain the actual coverages

We confirm the values schedules and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately

**Client Signature** 

Dated



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#### Amy Berry

From Sent To Subject Attachments Gil Lyon <gil@lyoninsurance.com> Sunday August 17 2014 5 16 PM Amy Berry (aberry@claycounty ms gov) FW Clay County BOS 9/1/14 2014 Clay Countyl Proposal doc Clay County BOS MS 2014 Proposal Revised (1) pdf Exposure comparison 14-15 xlsx

Renewal quote attached thanks

Kindest regards,

Gil Lyon President Lyon Insurance Agency Inc P O Box 762 325 Commerce Street West Point, MS 39773-0762 Ph 662 494 5576 fx 662 494 2247 gil@lyoninsurance.com www.lyoninsurance.com





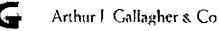
From Peggy V McCrory [mailto Peggy McCrory@ajg.com] Sent Saturday, August 16, 2014 8 54 AM To Gil Lyon Cc Jeff Estes Subject Clay County BOS 9/1/14

Gıl,

Please find attached the renewal proposal for Clay Please review and let us know if you have questions or concerns

Thank you

Peggy McCrory, CIC Account Manager



750 Woodlands Parkway Suite 200 [Ridgeland Mississippi 39157

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o<sup>1</sup> 601 863 3120 | f) 601 812 6210 <u>www ajgrms com</u> Annur J Gallagner Risk Management Services Inc

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	na karana ana ana ana ana ana ana ana ana an	ay County E	oard of Supervisors 1/2014 posure Comparisor		مېرې سېرې مەربۇرىي مېرىم دىن ئېتىلىرى	
COVERAGES		2012 - 2021	AL SAONE Beacon	2013 8	' Arta - One Beacon	2014
				Premiums	- To Lunits	Premiums
		T	11 664 296	34 810		
Property	12 664 496	34 35/	3 005 000	34 8 10	3 055 000	
Contents	<u> </u>		250 000		250 000	
Business Income	250 000		230 000		230,000	
	0.500		2 500		2 500	
Deductrble	2,500		800 000		Loc 29-1(ACV)200 000	
Specific Locations-Bldg			50 000		LUC 29-11AC V/200 000	· · · ·
Specific Locations Contents				<del></del>		
Equipment Breakdown	Included	included	included		Incidaed	
				490		490
Inland Marine	111 500	Included	446 500		444 500	
Hardware & Media	444 500	·			2 505 899	
Scheduled	2 384 394		2,415 208			
Unschedule Equip	50,000	1	50 000		50 000 500	
Deductible	500		500		500	
				<u> </u>		18 071
General Liability	500,000/1 000 000		500 000/1 000 000	19 652	500 000/1,000 000	
Sexual Abuse	300 000			2		
Health Care	1		1	[	500 000	
Emp Benefits Liab	1 000 000/3 000 000		1 000 000/3 000,000	-	1 000 000/3 000 000	
Deductible	<u> </u>		1 000		1 000	<u> </u>
Retro 9/1/1997				,		
Law (Claims Made)	2 000 000/2 000 000		2,000,000/2,000,000	22 325	· · · · · · · · · · · · · · · · · · ·	
Deductible	10 000	-	10,000		<u>۱۵ 000</u>	<u>'</u>
Retro Date 9/1/2000	-					
POL(Claims Made)	1 000 000/1 000 00D		1 000,000/1,000 000			
Deductible	- 5 000		5 000		5,000	<u></u>
Retro 9/1/1997				<u> </u>	4 000 00014 000 001	
EPLI (Clarms Made)	1 000 000/1 000 000	· · ·	1 000 000/1 000 000			
Deductible	5 000		5 000	1	5 000	<u>/</u>
Retro 9/1/1997						
Auto Liability	750 000		750 000		750 000	
U/Motorists	750,000		750 000	·		<u>ן</u>
Med Pymts				····		
Deductrble	· · · · · ·	ļ				<u> </u>
• • <u>-</u> - • • • • • • • • • • • • • • • • • •	127 Units		121 Units		131 Unit	
Auto P/D		included_		Included		
Deductible	500/500		500/500	l	500/500	<u> </u>
				<u> </u>		+
Terrorism		·				-
-					400.00	) Included
Crime	100 000	Included	100 000			
	<u> </u>		500	1	500	<u>/</u>
-					<u>                                      </u>	
Excess Liability	<u> </u>				<b>↓</b> - <u></u> -	
(Law Liability		<b></b>		<b>!</b>	+	
		-			<u> </u>	
Grand Total		140,504		144,828		143,608
To add terronsm		<b></b> .	ļ·	1,378		1,409
				146 200	5 j	145,017

## IN THE MATTER OF APPROVING AND AUTHORIZING THE SUBMISSION OF THE EQUITABLE SHARING REPORTS FOR YEARS ENDING 9/30/2011 09/30/2012, 09/30/2013

There came on this day for consideration the matter of approving and authorizing the submission of the equitable sharing reports for years ending 9/30/2011, 09/30/2012, and 09/30/2013

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to approve and authorize the executing and submission of the equitable sharing reports for year 09/30/2011, 09/30/2012, and 09/30/2013

SO ORDERED this the 19th day of August, 2014

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# Equitable Sharing Agreement and Certification



O Prosecutor's Office O National Guard Counterdrug Unit O ther

\* Please fill each required field Hover mouse over any fillable field for pop-up instructions \*

Agency Name Clay County Sheriff's Department

#### NCIC/ORI/Tracking Number M S 0 0 1 3 0 0 0 Mailing Address 330 West Broad Street City West Point State MS Zip 39773 Finance Contact First Investigator Terry Last Scott Phone 662 295-5498 E mail tscott@claysheriffms org Preparer First Amy Last Berry Same as Finance Contact Phone 662 494-3124 E-mail aberry@claycounty ms gov Independent Public Accountant E-mail aberry@claycounty ms gov Last FY End Date 09/30/2011 Agency Current FY Budget \$887 623 00 New Participant Read the Equitable Sharing Agreement and sign the Affidavit Complete the Annual Certification Report read the Equitable Sharing Agreement, and sign Existing Participant the Affidavit

Amended Form
 Revise the Annual Certification Report read the Equitable Sharing Agreement and sign
 the Affidavit

# **Annual Certification Report**

	Summary of Equitable Sharing Activity	Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)		
2	Federal Sharing Funds Received	\$686 66	
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate complete Table B)		
4	Other Income		
5	Interest Income Accrued Non Interest Bearing O Interest Bearing O		
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$686 66	\$0 00
7	Federal Sharing Funds Spent (total of lines a m below)	\$0 00_	\$0 00
8	Ending Balance (difference between line 7 and line 6)	\$686 66	\$0 00

<sup>1</sup> Justice Agencies are FBI DEA ATE USPIS USDA DCIS DSS and FDA Treasury Agencies are IRS ICE CBP TTB USSS and USCG

Page 1 of 5

October 2012 Version 2 1

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	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
а	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
с	Total spent on informants buy money and rewards	1	
d	Total spent on travel and training		
е	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment	I	
h	Total spent on buildings and improvements		_
1	Total transfers to other participating state and local law enforcement agencies (To populate complete Table C)		
J	Total spent on other law enforcement expenses (To populate complete Table D)	1	
k	Total Expenditures in Support of Community-Based Programs (To populate complete Table E)		
l	Total Windfall Transfers (To populate complete Table F)		_
m	Total spent on matching grants (To populate complete Table G)		
л	Total	<sup>+</sup> \$0.00	\$0.00
0	Did your agency receive non-cash assets? () Yes () No If ye	es complete Table H	

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#### Please fill out the following tables, if applicable

#### Table A Members of Task Force

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Agency Name		NCIC/ORI/Tracking Numbe				
	l					
e B Equitable Sharing Funds Received from other Agencies						
Transferring Agency Name City, and State	1	Justice	Funds	Tre	asury F	ur
Agency Name			-	<b>]</b> [		
NCIC/ORI/Tracking Number						
						=-
		1				
e C Equitable Sharing Funds Transferred to Other Agencies Receiving Agency Name, City, and State	1	Justice	e Funds	Tre	easury F	
e C Equitable Sharing Funds Transferred to Other Agencies Receiving Agency Name, City, and State	1	Justice	e Funds	Tra	easury F	
e C Equitable Sharing Funds Transferred to Other Agencies	1	Justice	e Funds	Tro	easury F	
e C Equitable Sharing Funds Transferred to Other Agencies          Receiving Agency Name, City, and State         Agency Name	1	Justice	e Funds	Tr	easury F	
e C Equitable Sharing Funds Transferred to Other Agencies          Receiving Agency Name, City, and State         Agency Name	1	Justice	e Funds	Tra	easury F	
e C Equitable Sharing Funds Transferred to Other Agencies Receiving Agency Name, City, and State Agency Name NCIC/ORI/Tracking Number	1	Justice	e Funds	Tra	Octob	
e C Equitable Sharing Funds Transferred to Other Agencies Receiving Agency Name, City, and State Agency Name NCIC/ORI/Tracking Number	1	Justice	e Funds	Tra	Octob	

able D Other Law Enforcement Expenses	
Description of Expense	Justice Funds Treasury Funds
able E Expenditures in Support of Community-Based Programs	
Recipient	Justice Funds
· · · · · · · · · · · · · · · · · · ·	
Table F Windfall Transfers	
Recipient	Justice Funds Funds
Table G Matching Grants	i
Matching Grant Name	Justice Funds Treasury Funds
	· · · · · · · · · · · · · · · · · · ·
Table H Other Non-Cash Assets Received	
Source Description of Asset	
Treasury	

#### Table I Civil Rights Cases

Name of Case	Type of Discrimination Alleged				
	Race	Color	National Gender		
	Disability	🗌 Age	Other		

#### Paperwork Reduction Act Notice

Under the Paperwork Reduction Act a person is not required to respond to a collection of information unless it displays a valid OMB control number We try to create accurate and easily understood forms that impose the least possible burden on you to complete The estimated average time to complete this form is 30 minutes If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler please write to the Asset Forfeiture and Money Laundering Section 1400 New York Avenue NW Washington DC 20005

> 0522 Page 3 of 5

October 2012 Version 2.1

# **Equitable Sharing Agreement**

This Federal Equitable Sharing Agreement entered into among (1) the Federal Government (2) the above stated law enforcement agency (Agency) and (3) the governing body sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash property, proceeds and any interest earned thereon which are equitably shared with participating law enforcement agencies. By its signatures the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this Document) is a prerequisite to receiving any equitably shared cash property or proceeds.

1 **Submission** This Document must be submitted to aca submit@usdoj gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2 **Signatories** This agreement must be signed by the head of the Agency and the head of the governing body Examples of Agency heads include police chief sheriff, director commissioner, superintendent, administrator chairperson secretary, city attorney county attorney district attorney prosecuting attorney, state attorney commonwealth attorney and attorney general. The governing body heads include city manager mayor city council chairperson county executive county council chairperson director secretary administrator commissioner and governor.

3 **Uses** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice s *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)* and the Department of the Treasury s *Guide to Equitable Sharing for Foreign Countries and Federal State and Local Law Enforcement Agencies (Treasury Guide)* 

4 **Transfers** Before the Agency transfers cash property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant

5 Internal Controls The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state local Department of Justice and Department of the Treasury forfeiture funds Interest income generated must be accounted for in the appropriate federal equitable sharing account

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide* including the requirement in the *Justice Guide* to maintain relevant documents and records for five years

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6 Audit Report Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133 The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits

Page 4 of 5 5 2 3

October 2012 Version 2.1

# **Affidavıt - Existing Participant**

Under penalty of perjury the undersigned officials certify that they have read and understand their obligations under the Equitable Sharing Agreement and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Justice and/or Treasury Guides during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations Title VI of the Civil Rights Act of 1964 (42.U S C § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U S C § 1681 et seq.) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) which prohibit discrimination on the basis of race color national origin disability or age in any federally assisted program or activity or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations

During the past fiscal year (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above, or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? ⊖Yes ⊙No

#### If you answered yes to the above question, complete Table I

Agency Head	Governing Body Head
Signature	Signature
Name Laddie Huffman	Name Luke Lummus Piles June
Title Sheriff	Title President
Date 5214	Date 821-14
E-mail tscott@claysheriffms org	E mail aberry@claycounty ms gov
Subscribe to Equitable Sharing Wire The Equitable Sharing Wire is an electronic newsletter that gives you important substantive information regarding Equitable Sharing policies practices and procedures	
Final Instructions Step 1 Click to save for your records	Step 3 Email the XML file to aca submit@usdo; gov
Step 2 Click to save in XML format	Step 3 Email the XML file to aca subfitt@usdo) gov Step 4 Scan & email this Affidavit to aca affidavit@usdoj gov (Email subject line must include Agency NCIC/ORI Code)
FOR AGENCY USE ONLY	
Entered by Entered on O FY End 09/30/2011 Date Printed August 18 2014	
O NCIC MS0013000 Agency Clay County Sheriff's I	
O State MS Preparer Amy Berry	E-mail aberry@claycounty ms gov
	age 5 of 5 October 2012

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	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
а	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants buy money and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
	Total transfers to other participating state and local law enforcement agencies (To populate complete Table C)		
J	Total spent on other law enforcement expenses (To populate complete Table D)		
k	Total Expenditures in Support of Community Based Programs (To populate complete Table E)		
	Total Windfall Transfers (To populate complete Table F)		
m	Total spent on matching grants (To populate complete Table G)		
n	Total	\$0 00	\$0 00
0	Did your agency receive non cash assets? () Yes () No If ye	s complete Table H	·

#### Please fill out the following tables, if applicable

#### Table A Members of Task Force

1

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Agency Name	NCIC/ORI/Tracking Number		
	<u>───</u> ─ <u>─</u> <u>─</u> <u>─</u> <u></u>		

#### Table B Equitable Sharing Funds Received from other Agencies

Transferring Agency Name City, and State	Justice Funds	Treasury Funds
Agency Name		
NCIC/ORI/Tracking Number		

### Table C Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name City, and State	Justice Funds	Treasury Funds
Agency Name		
NCIC/ORI/Tracking Number		

Page 2 of 5

October 2012 Version 2.1

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#### Table D Other Law Enforcement Expenses

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Description of Expense	Justice Funds	Treasury Funds
Table E Expenditures in Support of Community-Based Programs		
Recipient	Justice Funds	
	·	<u></u>
Table F Windfall Transfers		
Recipient	Justice Funds	Treasury Funds
Table G Matching Grants		
Matching Grant Name	Justice Funds	Treasury Funds
Table H Other Non-Cash Assets Received Source Description of Asset		

#### Table I Civil Rights Cases

Treasury 🔿

Name of Case	Type of Discrimination Alleged		
	🔲 Race	Color	National Gender
	Disability	🗌 Age	🗋 Other

### Paperwork Reduction Act Notice

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Page 3 of 5

October 2012 Version 2 1

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# **Equitable Sharing Agreement**

This Federal Equitable Sharing Agreement entered into among (1) the Federal Government, (2) the above-stated law enforcement agency (Agency'), and (3) the governing body sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash property proceeds and any interest earned thereon which are equitably shared with participating law enforcement agencies. By its signatures the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this Document ) is a prerequisite to receiving any equitably shared cash, property, or proceeds

1 **Submission** This Document must be submitted to aca submit@usdoj gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2 **Signatories** This agreement must be signed by the head of the Agency and the head of the governing body Examples of Agency heads include police chief, sheriff, director, commissioner superintendent administrator, chairperson, secretary city attorney, county attorney district attorney prosecuting attorney, state attorney commonwealth attorney and attorney general. The governing body heads include city manager mayor city council chairperson director secretary administrator commissioner and governor.

3 **Uses** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice s Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide), and the Department of the Treasury's Guide to Equitable Sharing for Foreign Countries and Federal State and Local Law Enforcement Agencies (Treasury Guide)

4 **Transfers** Before the Agency transfers cash, property or proceeds to other state or local law enforcement agencies it must first verify with the Department of Justice or the Department of the Treasury depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant

5 Internal Controls The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state local Department of Justice and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide* including the requirement in the *Justice Guide* to maintain relevant documents and records for five years

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property

6 Audit Report Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A 133 The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits

Page 4 of 5

October 2012 Version 2 1

# **Affidavit - Existing Participant**

Under penalty of perjury the undersigned officials certify that they have read and understand their obligations under the Equitable Sharing Agreement and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Justice and/or Treasury Guides during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations. Title VI of the Civil Rights Act of 1964 (42 U S C § 2000d et seq.) Title IX of the Education Amendments of 1972 (20 U S C § 1681 et seq.) Section 504 of the Rehabilitation Act of 1973 (29 U S C § 794) and the Age Discrimination Act of 1975 (42 U S C § 6101 et seq ) which prohibit discrimination on the basis of race color national origin disability or age in any federally assisted program or activity or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations

During the past fiscal year (1) has any court or administrative agency issued any finding, Judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above, or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?  $\bigcirc$  Yes  $\bigcirc$  No

If you answered yes to the above question, complete Table I

Agency Head	Governing Body Head
Signature       Color       Southand         Name       Eddie Scott         Title       Sheriff         Date       8 2114         E-mail       tscott@claysheriffms org	Signature Shelter A. Jutan- Name Shelton Deanes Title President Date 2-21-14 E-mail aberry@claycounty ms gov
Subscribe to Equitable Sharing Wire The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive information regarding Equitable Sharing policies, practices and procedures	
Final Instructions Step 1 Click to save for your records Step 2 Click to save in XML format	Step 3 Email the XML file to aca submit@usdoj gov Step 4 Scan & email this Affidavit to aca affidavit@usdoj gov (Email subject line must include Agency NCIC/ORI Code)
FOR AGENCY USE ONLY Entered by Entered on O FY End 09/30/2012 Date Printed August 18 2014 O NCIC MS0013000 Agency Clay County Sheriff's	
O State MS Preparer Amy Berry	E-mail aberry@claycounty ms gov
р	age 5 of 5 October 2012



	Agr	table Sha eement a ertificatio	nd		ОМВ Number 1123-0011 Expires 9 30 2014
🔿 Police Dep	oartment 🛛 💿 Sheri	iff's Office	) Task Force	Complete Tak	ole A)
🔿 Prosecuto	r's Office  🔿 Natio	onal Guard Co	unterdrug	nıt 🔿 Othe	r
	Please fill each required field H		illable field for pop-up	nstructions	
Agency Name Clay C	County Sheriff's Depa	artment	<u> </u>		
NCIC/ORI/Tracking N	lumber M S 0	0 1 3 0	0 0		
Mailing Address 330	West Broad Street		I		
City West Point			State MS	Zıp <u>39</u>	9773
Finance Contact Fi	rst Investigator Terr	<u>у                                    </u>	Last Scott		
Pho	ne 662 295-5498	E-mail tscotte	@claysher1ffm	s org	
Preparer F1	rst Amy		Last Berry!		
Same as Finance Contact Pho	ne <u>662 494-3124</u>	E-mail aberry	@claycounty	ms gov	
Independent Public	Accountant	E-mail aberry	eclaycounty	ms gov	
Last FY End Date 09	/30/2013	Agency Cu	rrent FY Budg	jet	\$1 067 669 00
New Participant	Read the Equitable Sh	aring Agreement	and sign the Aff	ıdavıt (	
Existing Participant	Complete the Annual the Affidavit	Certification Repo	ort, read the Equ	itable Sharing Agr	eement and sign
Amended Form	Revise the Annual Cer the Affidavit	tification Report	read the Equitab	le Sharing Agreer	nent and sign

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# **Annual Certification Report**

		• • •	
	Summary of Equitable Sharing Activity	Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	<sup>1</sup> \$686 66 <sup> </sup>	
2	Federal Sharing Funds Received		
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate complete Table B)	1	
4	Other Income	1	
5	Interest Income Accrued Non Interest Bearing O Interest Bearing O		
6	Total Equitable Sharing Funds (total of lines 1 5)	\$686 66	\$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	\$0 00	\$0 00
8	Ending Balance (difference between line 7 and line 6)	\$686 66	\$0 00

<sup>1</sup> Justice Agencies are FBI DEA ATF USPIS USDA DCIS DSS and FDA <sup>2</sup> Treasury Agencies are IRS ICE CBP TTB USSS and USCG

Page 1 of 5

October 2012 Version 2.1

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	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
а	Total spent on salaries under permitted salary exceptions		_
ь	Total spent on overtime		
с	Total spent on informants, buy money and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		1
h	Total spent on buildings and improvements		
1	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
J	Total spent on other law enforcement expenses (To populate complete Table D)		
k	Total Expenditures in Support of Community-Based Programs (To populate complete Table E)		
ļ	Total Windfall Transfers (To populate complete Table F)		
m	Total spent on matching grants (To populate complete Table G)		
n	Total	\$0_00	\$0.00
0	Did your agency receive non-cash assets? O Yes  No If ye	es complete Table H	•

#### Please fill out the following tables, if applicable

#### Table A Members of Task Force

Agency Name	NCIC/ORI/Tracking Number		

### Table B Equitable Sharing Funds Received from other Agencies

Transferring Agency Name City, and State	Justice Funds	Treasury Funds
Agency Name		
NCIC/ORI/Tracking Number		

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Receiving Agency Name City, and State	Justice Funds	Treasury Funds
Agency Name		
NCIC/ORI/Tracking Number		

Page 2 of 5

October 2012 Version 2 1 •••

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#### Table D Other Law Enforcement Expenses

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Description of Expense	Justice Funds	Treasury Funds
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#### Table E Expenditures in Support of Community-Based Programs

Recipient	Justice Funds

#### able F Windfall Transfers

Recipient	Justice Funds	Treasury Funds
		Ľ

#### Table G Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds
	<u> </u>	<u></u>

#### Table H Other Non Cash Assets Received

Sou	irce	Description of Asset	 	
Just	ice 🔿			
Treas	ury 🔿		 	 

#### Table I Civil Rights Cases

Name of Case	Type of Discrimination Alleged		
	Race		National Gender
	Disability	Age	Other

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Page 3 of 5

October 2012 Version 2 1

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# **Equitable Sharing Agreement**

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Page 4 of 5

October 2012 Version 2 1

# Affidavit - Existing Participant

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If you answered yes to the above question, complete Table I

Agency Head		⁻} Govern	ing Body Fread
Signature Name Title Date E mail	Eddie Scott Sheriff 82114 tscott@claysheriffms org	Signature Name Title Date E mail	Aheltud Mass Flöyd McKee Sheethan Dec President aberry@claycounty ms gov
The Equitable Si gives you impor	to Equitable Sharing Wire an electronic newsletter that tant substantive information regarding golicies practices and procedures		
Final Instructions Step 1 Click to save Step 2 Click to save		Step 4 Scan & en	XML file to aca submit@usdoj gov nail this Affidavit to aca affidavit@usdoj gov ect line must include Agency NCIC/ORI Code)
FOR AGENCY USE ON Entered by Entered on O FY End 09/30/20	D13 Date Printed August 18 2014		
0	) Agency Clay County Sheriff's reparer Amy Berry		Phone 662 494-3124 all aberry@claycounty ms gov
	P	Page 5 of 5	October 20 Version 2

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### NO \_\_\_\_

### IN THE MATTER OF DESIGNATING TREVA HODGE AS THE BASIC PUBLIC **INFORMATION OFFICER**

There came on this day for consideration the matter of designating Treva Hodge as the Basic Public Information Officer

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to designate Treva Hodge as the Basic Public Information Officer for Clay County, MS as attached hereto as Exhibit A

SO ORDERED this the 19th day of August, 2014

Alory Mr.

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to recess until Wednesday, August 20, 2014, at 9 00 a m

SO ORDERED this the 19th day of August, 2014

Hlunger Mik-