

**BE IT REMEMBERED** that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 5th day of March, 2015, at 9 00 a m , and present were Lynn Horton, President, Luke Lummus, R. B Davis, Shelton Deanes and Floyd McKee 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 MARCH 5, 2015**


There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on March 5, 2015

It appears to this Board the following items need to be added to the agenda for further discussion and consideration by this Board

- Request to go into Closed Session
- Alvin Carter, Jr regarding the change of location for parking the County Coroner Suburban
- White Station Water Association Grant
- Approval of travel for the Sheriff's Office

After motion by Shelton Deanes and second by Floyd McKee the Board doth vote unanimously to adopt the agenda as presented and to approve the agenda as amended

SO ORDERED this the 5th day of March, 2015

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

**IN THE MATTER OF APPROVING AND AUTHORIZING THE PRESIDENT TO  
EXECUTE THE SUPPLEMENTAL AGREEMENT FOR YOKOHAMA BLVD**

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There came on this day for consideration the matter of approving and authorizing the President to execute the Supplemental Agreement for Yokohama BLVD

After motion by Luke Lummus and second by Floyd McKee this Board doth vote unanimously to authorize and approve the President to execute the supplemental agreement for Yokohama BLVD; as attached hereto as Exhibit A

SO ORDERED this the 5<sup>th</sup> day of March, 2015



\_\_\_\_\_  
President

SUPPLEMENTAL AGREEMENT

STATE AID Project No. DECD 0013(51)B  
Clay County

OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WHEREAS (I) (We) Eutaw Construction Company Inc  
Contractor of P O Box 36 Aberdeen MS 39730 and  
the Travelers Casualty and Surety Company of America of  
1 Tower Square Hartford CT 06183 Surety, entered into a contract with the  
Board of Supervisors of Clay County on the 19th day of  
December, 19 2013, for the construction of the above designated project and

WHEREAS the design mix for the soil water line mixing recommended a change from a Class B to a Class A Lime Treatment and

WHEREAS section S 307 11 Basis of Payment increases the bid price by \$0.20 per square yard from a change from Class B to Class A

THEREFORE it is hereby agreed that the following items at the unit price shown shall be added to the contract to accomplish this work.

Pay Item S 307 A 12 Soil Lime Water Mixing (Class A) \$2.45 per Sq Yd

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein

NOW THEREFORE (I) (We) Eutaw Construction Company Inc  
Contractor and the Travelers Casualty and Surety Company of America Surety,  
herby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental  
Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract  
is in full force and effect except as it might be modified by this Supplemental Agreement.

Dated this the 27th day of January, 2015

Travelers Casualty and Surety Company of America  
Surety  
BY Linda D Whittington  
Attorney in Fact - Linda D Whittington  
Mississippi Resident Agent  
RECOMMENDED FOR APPROVAL

Eutaw Construction Company, Inc  
Contractor  
BY [Signature]  
Title

County Engineer

APPROVED \_\_\_\_\_  
Date

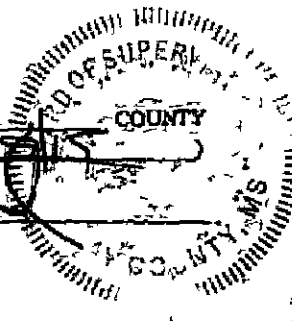
APPROVED  
BOARD OF SUPERVISORS

State Aid Engineer  
Office of State Aid Road Construction

(By Order of the Board Dated \_\_\_\_\_)

BY [Signature]  
President

State Aid Engineer  
Office of State Aid Road Construction



POWER OF ATTORNEY

TRAVELERS J

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney In Fact No 228697

Certificate No 006088062

KNOW ALL MEN BY THESE PRESENTS That Farmington Casualty Company St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies") and that the Companies do hereby make constitute and appoint

S. Lyle Bates Jr. Jerry Eugene Homer Jr. Jim A. Armstrong Jerry G. Vazley Jr. Jason J. Young Trina Cobb Lindi D. Whittington Peggy L. Jackson William E. Howard Jr. Brody Eric Buckley and Angel Bullie

of the City of Jackson State of Mississippi their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign execute seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed this 5th day of November 2014

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss

By Robert L. Raney Senior Vice President

On this the 5th day of November 2014 before me personally appeared Robert L. Raney who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

In Witness Whereof, I hereunto set my hand and official seal My Commission expires the 30th day of June 2016



Marie C. Tetreault
Marie C. Tetreault Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters Inc St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America and United States Fidelity and Guaranty Company which resolutions are now in full force and effect reading as follows

**RESOLVED** that the Chairman the President any Vice Chairman any Executive Vice President any Senior Vice President any Vice President any Second Vice President the Treasurer any Assistant Treasurer the Corporate Secretary or any Assistant Secretary may appoint Attorneys in Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her and it is

**FURTHER RESOLVED** that the Chairman the President any Vice Chairman any Executive Vice President any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary and it is

**FURTHER RESOLVED** that any bond, recognizance, contract of indemnity or writing obligatory in the nature of a bond, recognizance or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President any Vice Chairman any Executive Vice President any Senior Vice President or any Vice President any Second Vice President the Treasurer any Assistant Treasurer the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or (b) duly executed (under seal if required) by one or more Attorneys in Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority and it is

**FURTHER RESOLVED** that the signature of each of the following officers President any Executive Vice President any Senior Vice President any Vice President any Assistant Vice President any Secretary any Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents Resident Assistant Secretaries or Attorneys in Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters Inc, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seals of said Companies this            day of            **JAN 27 2015**            20          

*Kevin E. Hughes*  
Kevin E. Hughes Assistant Secretary



To verify the authenticity of this Power of Attorney call 1 800 421 3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com) Please refer to the Attorney In Fact number the above named individuals and the details of the bond to which the power is attached

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING AND APPROVING THE STATE AID PROJECT  
FOR THE HOULKA BRIDGE PROJECT**

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There came on this day for consideration the matter of authorizing and approving the State Aid Project for the Houlka Bridge Project

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize and approve the State Aid Project for the Houlka Bridge Project as attached hereto as Exhibit A.

SO ORDERED this the 5<sup>th</sup> day of March, 2015



President

ORDER OF BOARD OF SUPERVISORS Clay COUNTY,  
SETTING FORTH PROPOSED STATE AID PROJECTS FOR  
PERIOD January, 2012 THROUGH December, 2015

Pursuant to the provisions of Senate Bill No. 1 of the Extraordinary Session of 1949 and as subsequently amended, herein after referred to as said Act. We, the undersigned members of the Board of Supervisors of Clay County, hereby order that the proposed project(s) listed herein constitute the State Aid Program for Clay County for the period January, 2012 through December, 2015.

In support of this order, the Board certifies and agrees that

- 1 The State Aid System in said County has been designated by the Board and approved by the State Aid Engineer, as required by said Act.
- 2 The Board has employed a Registered Professional Engineer as County Engineer, who will employ such other competent technical assistant(s) as required, to properly supervise and inspect the work in compliance with the Rules and Regulations of the State Aid Engineer, all as required in said Act.
- 3 This program which has been prepared by the County Engineer and approved by this Board is herewith submitted to the State Aid Engineer for approval.
- 4 The Board will comply with all applicable Laws, Rules and Regulations in the acquisition of rights-of-way and will maintain the acquired rights-of-way for said project(s) to keep the same free of encroachments such as buildings, fences or any other obstructions. The Board designates \_\_\_\_\_ as its right-of-way acquisition agent for the project(s) herein. The agent's address and phone number is \_\_\_\_\_.
- 5 Counties receiving \$500,000 or more in Federal funds from all projects constructed or being constructed in a Federal Fiscal Year (October 1 - September 30), must have a single audit conducted in accordance with OMB circular A-133.
- 6 The Board herein affirms its acceptance of the Office of State Aid Road Construction's policy for the accommodation of utilities as stated in S O P No. SA II-2-8 and agrees to coordinate utility facility installation and/or adjustment in a timely manner so as not to impede project development.
- 7 The Board will maintain the project(s), after completion, in a regular and satisfactory manner subject to the approval of the State Aid Engineer, all as required in said Act.
- 8 The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay engineering costs on the project(s), as authorized by Mississippi Code 1972 Section 65-9-15 and in accordance with the Rules and Regulations promulgated by the State Aid Engineer, dated July 1, 2005.
- 9 The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay testing expenses incurred PRIOR to the award of Contract on any project(s) included in this program. In the event the Board cancels or withdraws any project(s) included in this program, the Board hereby agrees to reimburse its State Aid Fund for testing charges incurred.

**PROJECT PRIORITY NO.**

1. Project No. SAP 13(9)M  
 2. Name of Road Siloam Una Road  
 3. Design Classification (check one) Rural  Urban  (check one) Collector  Local   
 Federal Route Number 770  
 4. Term of Project Bridge on Siloam Una Road over tributary of Houka Creek near NW Corner of NE 1/4 of section 27 T 15 S R 15 E Clay County  
 5. Length of Project 0.1 Miles  
 6. Character of Work (Show Alternates if Applicable) Bridge Rehabilitation

**Design Data**

a. Traffic Count How Determined MDOT  
 Current ADT 230 VPD, Design Year ADT VPD Trucks 20  
 Traffic Count Required: Yes  No  (Attach Supplemental Sheet)  
 b. Terrain Level  Rolling Design Speed 40 MPH  
 c. ROW Existing 20 Ft Proposed 20 Ft  
 d. Proposed Roadway Crown Width 20 Ft  
 e. Surface Type & Width Existing ASPT 20 Ft Proposed ASPT 20 Ft

**Bridges**

a. Str No 00130000000024 Suff. Rtg 34 ft closed Capacity \_\_\_\_\_  
 Remain in Place Yes  No  Existing/Proposed Width \_\_\_\_\_ Ft  
 b. Str No \_\_\_\_\_ Suff. Rtg \_\_\_\_\_ Capacity \_\_\_\_\_  
 Remain in Place Yes  No  Existing/Proposed Width \_\_\_\_\_ Ft  
 c. Str No \_\_\_\_\_ Suff. Rtg \_\_\_\_\_ Capacity \_\_\_\_\_  
 Remain in Place Yes  No  Existing/Proposed Width \_\_\_\_\_ Ft  
 d. Str No \_\_\_\_\_ Suff. Rtg \_\_\_\_\_ Capacity \_\_\_\_\_  
 Remain in Place Yes  No  Existing/Proposed Width \_\_\_\_\_ Ft  
 e. Str No \_\_\_\_\_ Suff. Rtg \_\_\_\_\_ Capacity \_\_\_\_\_  
 Remain in Place Yes  No  Existing/Proposed Width \_\_\_\_\_ Ft

9. Estimated Construction Cost of Project (including Contingencies) \$ 89,745  
 a. STP Funds Requested ( \_\_\_\_\_ %) \$ \_\_\_\_\_  
 b. BR Funds Requested ( \_\_\_\_\_ %) \$ \_\_\_\_\_  
 c. SA Funds Requested ( 100 %) \$ 89,745  
 d. LSBP Funds ( \_\_\_\_\_ %) \$ \_\_\_\_\_  
 e. \_\_\_\_\_ Funds \$ \_\_\_\_\_

Engineering Cost ( 12 %) (Constr. Cost Less Contingencies) \$ 10,255  
 a. State Aid Funds Requested \$ \_\_\_\_\_  
 b. County Funds Contributed \$ \_\_\_\_\_  
 c. LSBP Funds Contributed \$ \_\_\_\_\_  
 d. \_\_\_\_\_ Funds Contributed \$ \_\_\_\_\_  
 Total Estimated Cost of Project \$ 100,000.00

Construction will be by Contract County Forces

Use Supplemental Sheet and or maps if needed to provide complete data

**FOR STATE AID USE ONLY**

Preliminary Review	_____	Date	_____
Recommend Approval	_____	Dist Engr	_____
Approved	_____	State Aid Engr	_____
Letter To Bd	_____	Dist Engr	_____
Funds Record	_____	Auditor	_____
Programmed	_____	Date	_____



BOARD OF SUPERVISORS



[Signature] Clay County Supervisor, District I  
[Signature] Supervisor, District II  
[Signature] Supervisor, District III  
[Signature] Supervisor, District IV  
[Signature] Supervisor, District V  
 Prepared by [Signature] County Engineer

STATE OF MISSISSIPPI

COUNTY OF Clay

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of Clay County, Mississippi, entered into the minutes of the said Board of Supervisors, Minute Book No 148, Page No.         , same having been adopted at a meeting of said Board of Supervisors on the 5<sup>th</sup> day of March, 2015.

[Signature]  
 Clerk of Board of Supervisors of  
Clay County, Mississippi

**OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
JACKSON, MISSISSIPPI**

**DATA TO BE SUBMITTED WITH ALL PROJECT PROGRAMS**

Project Number SAP-13(9)M County Clay Date \_\_\_\_\_

Road Connections at each End of Project  
 SOUTH End Surf Type DBST Surf Width 20' Rwy Width 28'  
 (South or West)  
 NORTH End Surf Type DBST Surf Width 20' Rwy Width 28'  
 (North or East)

Railroad Grade Crossing Data:  
 Is there an existing Railroad Grade Crossing? Yes \_\_\_\_\_ No

Name of Railroad \_\_\_\_\_

Existing Protection \_\_\_\_\_

Proposed Protection \_\_\_\_\_

Existing and/or Proposed Facilities Effecting Route:  
 SCHOOLS YES  NO \_\_\_\_\_ ON ROUTE  OFF ROUTE \_\_\_\_\_  
 INDUSTRY YES \_\_\_\_\_ NO \_\_\_\_\_ ON ROUTE \_\_\_\_\_ OFF ROUTE \_\_\_\_\_

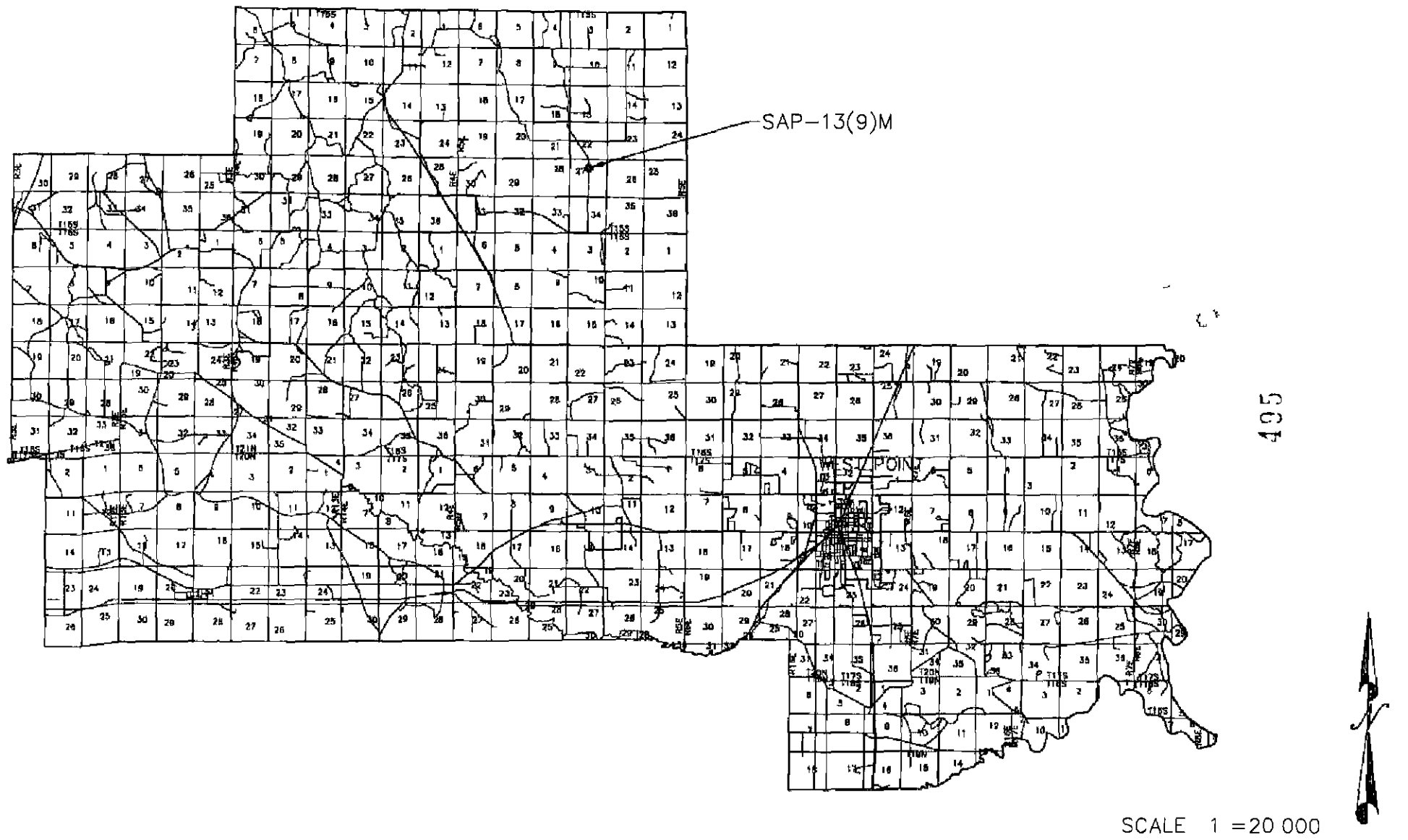
TYPE OF INDUSTRY \_\_\_\_\_

OTHER DESIGN CONSIDERATIONS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

UTILITY COMPANIES TO BE AFFECTED BY PROJECT

NAME	STREET OR P.O. BOX ADDRESS	CITY
N/A		
NONE		

Signed Robert L. Calvert  
 County Engineer



CALVERT - SPRADLING ENGINEERS INC  
 Consulting Engineers  
 P O Box 1078 • Phone (601) 494-7101  
 West Point Mississippi 39773

SILOAM-UNA ROAD  
 SAP-13(9)M

CLAY COUNTY,  
 MISSISSIPPI

DESIGNED/SURVEYED BY \_\_\_\_\_  
 DRAWN BY RLC Jr.  
 CHECKED BY RLC  
 DATE 3-3-15

SHEET  
 NO  
 1 OF 1

NO: \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING AND APPROVING THE MUTUAL AID  
AGREEMENT BETWEEN THE CLAY COUNTY MS, CITY OF WEST POINT, AND  
TIBBEE VOLUNTEER FIRE DEPARTMENT**

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There came on this day for consideration the matter of authorizing and approving the mutual aid agreement between the Clay County MS, City of West Point, and Tibbee Volunteer Fire Department.

After motion by Luke Lummus and seconded by Shelton Deanes this Board doth vote unanimously to authorize and approve the mutual aid agreement between the Clay County MS, City of West Point, and Tibbee Volunteer Fire Department, as attached hereto as Exhibit A.

SO ORDERED this the 5<sup>th</sup> day of March, 2013.



President

# MUTUAL AID AGREEMENT

This agreement is entered into between CLAY County Fire Protection District and WEST POINT City Fire Department, municipal of the state of Mississippi

This agreement is entered into under the authority of \_\_\_\_\_

- 1 Each of the parties owns and maintains equipment for the suppression of fires and for the supplying of emergency medical services. Each of the parties also retains firefighting personnel who are trained to provide various levels of emergency medical services.
- 2 In the event of a major fire, disaster, or other emergency, each of the parties will need the assistance of the other party to provide supplemental fire suppression and emergency medical service equipment and personnel.
- 3 Each of the parties has the necessary equipment and personnel to enable it to provide such service to the other party in the event of such an emergency.
- 4 The geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid service to the other.

The parties, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the parties, agree as follows:

1. **Request for Assistance.** The commanding officer of the fire department or the officer in charge of a fire unit or an emergency medical service unit at the scene of an emergency, or either party, is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting party's fire department.  
A. Assistance will be automatically rendered in cases where there is threat of life, entrapment, or technical rescue required beyond County capabilities, including but not limited to:  
(i) Structure fires within a 5 mile radius of city limits, (ii) Motor vehicle accidents requiring extrication, and (iii) Hazardous materials spills and incidents.
2. **Response to Request.** Upon receipt of such a request, the commanding officer of the party receiving the request shall immediately take the following action:
  - A. Determine if the responding party has equipment and personnel available to respond to the requesting party and determine the nature of the equipment and number of personnel available.
  - B. Determine what available equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established by the parties.
  - C. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
  - D. In the event the needed equipment and personnel are not available, to immediately advise the requesting party of such fact.
3. **Command Responsibility at Emergency Scene.** The chief officer or senior officer of the party to which the response is made shall be in command of the operations under which the equipment and personnel sent by the responding party shall serve; provided, that the responding equipment

and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus.

4 **Termination of Service** The equipment and personnel of the responding party shall be released from service and returned to the responding district by the commanding officer in charge of the operations as soon as conditions may warrant.

5 **Liability** Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party its employees and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's employees relating to the performance of this agreement.

6 **Insurance** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

7 **Compensation** Each party agrees that it will not seek compensation for services rendered under this agreement from the other party in charge of a fire unit or an emergency medical service unit at the scene of an emergency, or either party, is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting party's fire department.

8 **Pre-Emergency Planning** The commanding officers of the parties shall, from time to time, mutually establish pre-emergency plans which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances, and the number of personnel that should be dispatched under such circumstances. Such plans shall take into consideration and insure the proper protection by the responding party of its own geographical area.

9 **Non-Exclusive Agreement** The parties to this agreement shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations.

10 **Termination** This agreement may be terminated by either party giving to the other party a thirty (30) day notice of termination in writing.

DATED \_\_\_\_\_

County

City of: \_\_\_\_\_

BY: \_\_\_\_\_

President of the Board of Supervisors

BY: \_\_\_\_\_

Mayor

BY: \_\_\_\_\_

County Fire Coordinator

BY: \_\_\_\_\_

Municipal Fire Chief

West Point FD

# MUTUAL AID AGREEMENT

This agreement is entered into between \_\_\_\_\_ County Fire Protection District No \_\_\_\_\_ and \_\_\_\_\_ County Fire Protection District No \_\_\_\_\_, municipal of the state of Mississippi

This agreement is entered into under the authority of \_\_\_\_\_

1. Each of the parties owns and maintains equipment for the suppression of fires and for the supplying of emergency medical services. Each of the parties also retains firefighting personnel who are trained to provide various levels of emergency medical services.
2. In the event of a major fire, disaster, or other emergency, each of the parties will need the assistance of the other party to provide supplemental fire suppression and emergency medical service equipment and personnel.
3. Each of the parties has the necessary equipment and personnel to enable it to provide such service to the other party in the event of such an emergency.
4. The geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid service to the other.

The parties, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the parties, agree as follows:

1. **Request for Assistance.** The commanding officer of the fire department or the officer in charge of a fire unit or an emergency medical service unit at the scene of an emergency, or either party, is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting party's fire department.
2. **Response to Request.** Upon receipt of such a request, the commanding officer of the party receiving the request shall immediately take the following action:
  - A. Determine if the responding party has equipment and personnel available to respond to the requesting party and determine the nature of the equipment and number of personnel available.
  - B. Determine what available equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established by the parties.
  - C. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
  - D. In the event the needed equipment and personnel are not available, to immediately advise the requesting party of such fact.
3. **Command Responsibility at Emergency Scene.** The chief officer or senior officer of the party to which the response is made shall be in command of the operations under which the equipment and personnel sent by the responding party shall serve, provided, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus.

4 Termination of Service. The equipment and personnel of the responding party shall be released from service and returned to the responding district by the commanding officer in charge of the operations as soon as conditions may warrant

5 Liability. Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party, its employees and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's employees relating to the performance of this agreement

6 Insurance. Each party agrees to maintain adequate insurance coverage for its own equipment and personnel

7 Compensation. Each party agrees that it will not seek compensation for services rendered under this agreement from the other party in charge of a fire unit or an emergency medical service unit at the scene of an emergency, or either party, is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting party's fire department.

8 Pre-Emergency Planning. The commanding officers of the parties shall, from time to time, mutually establish pre-emergency plans which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances, and the number of personnel that should be dispatched under such circumstances. Such plans shall take into consideration and insure the proper protection by the responding party of its own geographical area

9 Non-Exclusive Agreement The parties to this agreement shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations

10 Termination. This agreement may be terminated by either party giving to the other party a thirty (30) day notice of termination in writing

DATED \_\_\_\_\_

\_\_\_\_\_ County

Fire Protection District No. \_\_\_\_\_

BY \_\_\_\_\_  
President of the Board of Supervisors

BY \_\_\_\_\_  
Secretary

\_\_\_\_\_ County

Fire Protection District No. \_\_\_\_\_

BY \_\_\_\_\_  
President of the Board of Supervisors

BY \_\_\_\_\_  
Secretary



NO

**IN THE MATTER OF AUTHORIZING TO PURCHASE A PORTABLE METAL  
BUILDING TO SERVE AS STORAGE OF 4-H EQUIPMENT**

---

There came on this day for consideration the matter of authorizing to purchase a portable metal building to serve as the storage of 4-H Equipment

It appears to this Board there is a need of the Clay County Extension office to purchase an 8x20 portable metal storage building in the amount of \$500 00 to use to store 4-H equipment and that the building would be placed at the Jimmie Bryan Sports Pavilion which is the location of where the students practice all events conducted through the 4-H Club of the Clay County Extension Office

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize and approve to purchase an 8x20 portable metal storage building in the amount of \$500 00 to use to store 4-H equipment located at the Jimmie Bryan Sports Pavilion

SO ORDERED this the 5<sup>th</sup> day of March, 2015



President

NO. \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING TO ADVERTISE TO ISSUE A NOTE WITH  
THE MS DEVELOPMENT AUTHORITY CAPITOL IMPROVEMENT LOAN  
PROGRAM FOR THE PURCHASE OF TWO VOLUNTEER FIRE TRUCKS**

---

There came on this day for consideration the matter of authorizing to advertise to issue a note with the MS Development Authority Capitol Improvement Loan Program for the purchase of two Volunteer Fire Trucks.

It appears to this Board there is an immediate need to purchase two Volunteer Fire Trucks for unit #400, Una Volunteer Fire Department and unit #500, Pheba Volunteer Fire Department and in order for the said purchase to occur this Board is in need to finance the said purchase

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize to advertise to issue notes through the MS Development Authority Capitol Improvement Loan program for the purchase of the two volunteer fire trucks

SO ORDERED this the 5<sup>th</sup> day of March, 2015



President

# CAP LOAN PROGRAM

## Public Notice

The President and the Clay County Board of Supervisors, acting for and on behalf of Clay County, Mississippi took up for consideration the matter of authorizing and approving a loan on behalf of the Clay County from the Mississippi Development Authority (the "Department") for the purpose of completing capital improvements identified as:

The purchase of two (2) Volunteer Fire Trucks for Volunteer Fire Unit #400, Una Volunteer Fire Department and Unit # 500, Pheba Volunteer Fire Department. Both trucks will be purchased from a State Contract Vendor, Pierce Manufacturing, Inc. Each truck under State Contract cost \$225,000


### BE IT RESOLVED BY THE GOVERNING BODY OF THE CLAY COUNTY, AS FOLLOWS

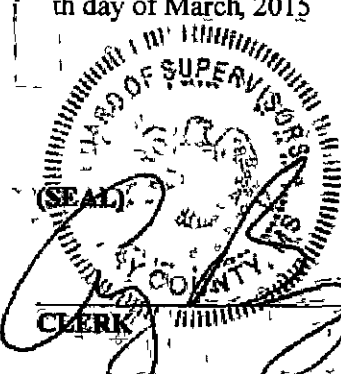
**Section 1.** The Governing Body of Clay County does hereby declare its intention to enter into a loan agreement with the MS Development Authority in the principal amount not to exceed Four Hundred Fifty thousand Dollars (\$450,000) for the purpose of completing the capital improvements identified above

**Section 2** The Loan will be secured by a Note executed and delivered by the County to the Department. Failure of the County to meet its repayment obligations shall result in the forfeiture of sales tax allocation or homestead exemption reimbursement in an amount sufficient to repay obligations due until such time as the indebtedness has been discharged or arrangements to discharge such indebtedness satisfactory to the Department have been made

**Section 3** The Governing Body proposes to authorize and approve the Loan from the Department in the amount and for the aforesaid purposes at a meeting of the Governing Body to be held at its regular meeting place at the Clay County Courthouse in Clay County, Mississippi at 9 00 o'clock a m on Monday, the 11<sup>th</sup> day of May, 2015, or at some meeting held subsequent thereto. This date assigned to authorize and approve the aforementioned loan documents has been set to meet program requirements which mandate that four public notices be issued prior to loan closing. This will allow sufficient time for public comments

The motion made by Shelton Deanes and seconded by Luke Lummus having received the foregoing vote of the Governing Body, the Clay County Board of Supervisors declared the motion carried and the Resolution adopted, on this the \_\_\_\_\_th day of March, 2015

  
\_\_\_\_\_  
PRESIDENT, BOARD OF SUPERVISORS  
COUNTY OF Clay, MISSISSIPPI

  
CLERK

Published on \_\_\_\_\_ April \_\_\_\_\_ 19 \_\_\_\_\_, 2015  
\_\_\_\_\_ April \_\_\_\_\_ 26 \_\_\_\_\_, 2015  
\_\_\_\_\_ May \_\_\_\_\_ 3 \_\_\_\_\_, 2015  
and \_\_\_\_\_ May \_\_\_\_\_ 10 \_\_\_\_\_, 2015  
in the \_\_\_\_\_ Daily Times Leader of West Point \_\_\_\_\_  
(newspaper)

505

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING TO PAY MID SOUTH SIGNS INC TO  
MARK THE CORONER 2015 SUBURBAN**

---

There came on this day for consideration the matter of authorizing to pay Mid-South Signs Inc to mark the Coroner 2015 Suburban

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to authorize payment to Mid-South Signs Inc to mark the Coroner 2015 Suburban as attached hereto as Exhibit A

SO ORDERED this the 5<sup>th</sup> day of March, 2015



President



MEI

# CORPORATE OFFICE:

**MID-SOUTH SIGNS, INC.**  
COLUMBUS, MS / SHEFFIELD, AL / MEMPHIS, TN  
serving the mid-south since 1978

8643 Hwy. 182 E  
Columbus, Mississippi 39702  
(662) 327-7807  
1-800-728-8869  
Fax (662) 327-7585

PROPOSAL SUBMITTED TO: <i>Clay County Sheriff's Dept</i>	PHONE: <i>662-494-2896</i>	DATE: <i>2/19/15</i>
STREET: <i>380 West Broad Street</i>	JOB NAME:	
CITY, STATE & ZIP CODE: <i>West Point, MS 39773</i>	CITY, STATE & ZIP CODE:	

We hereby submit specifications and estimates for:

*Labor and materials to fabricate and install vinyl graphics to 1 vehicle.*

*\$ 450<sup>00</sup>*

**Payment of 50% down  
Net 10 on completion**

Authorized Signature \_\_\_\_\_

We **Propose** hereby to furnish material and labor - complete in accordance with above specifications, for the sum of \_\_\_\_\_

dollars(\$ \_\_\_\_\_)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications requiring extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All workmanlike practices, strikes, accidents or delays beyond our control, Owner to carry fire, theft and other necessary insurances. Our workers are fully covered by Workers' Compensation Insurance.

Authorized Signature \_\_\_\_\_

*[Handwritten Signature]*

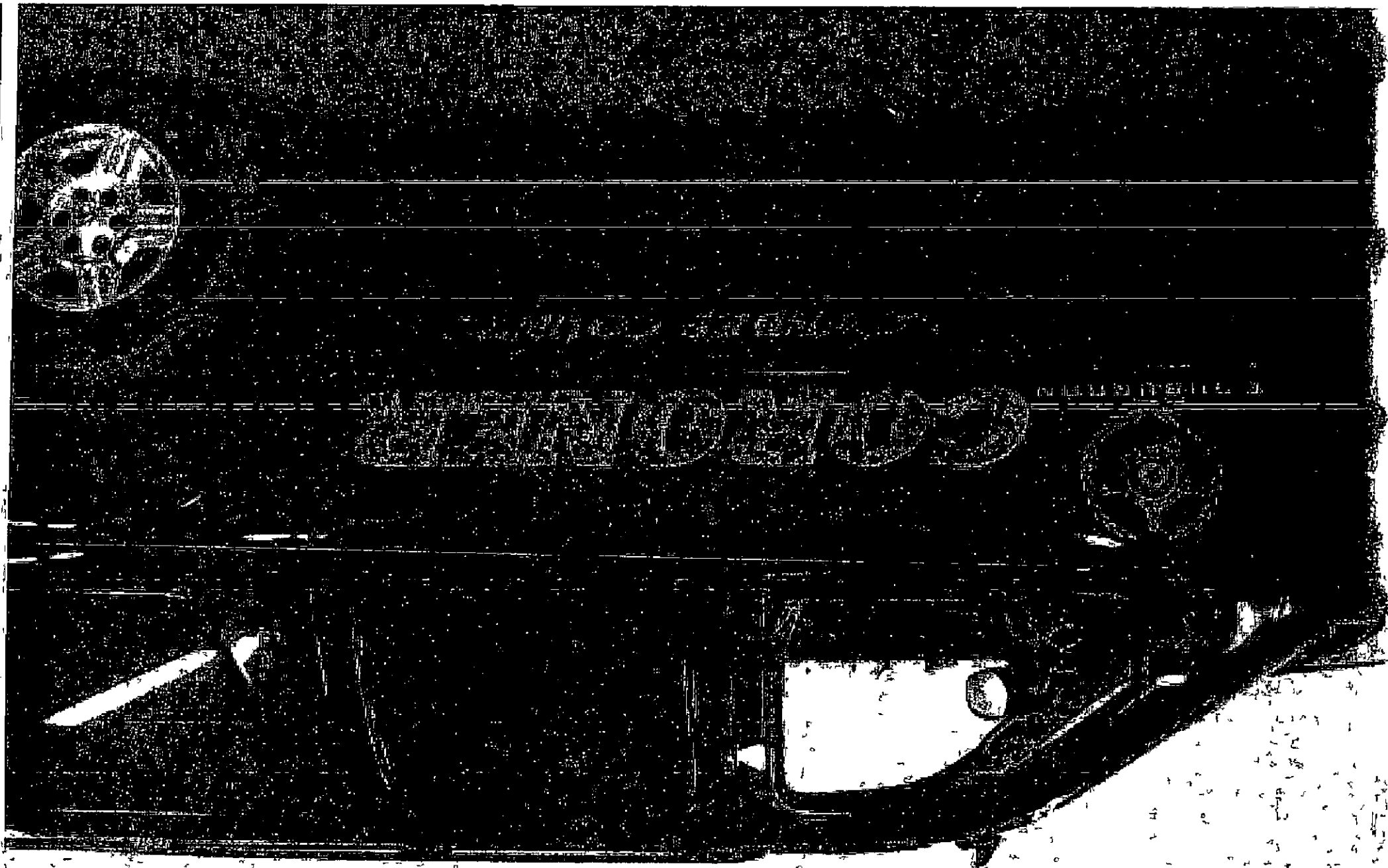
Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

103



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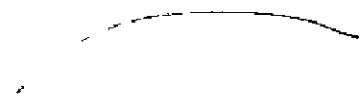
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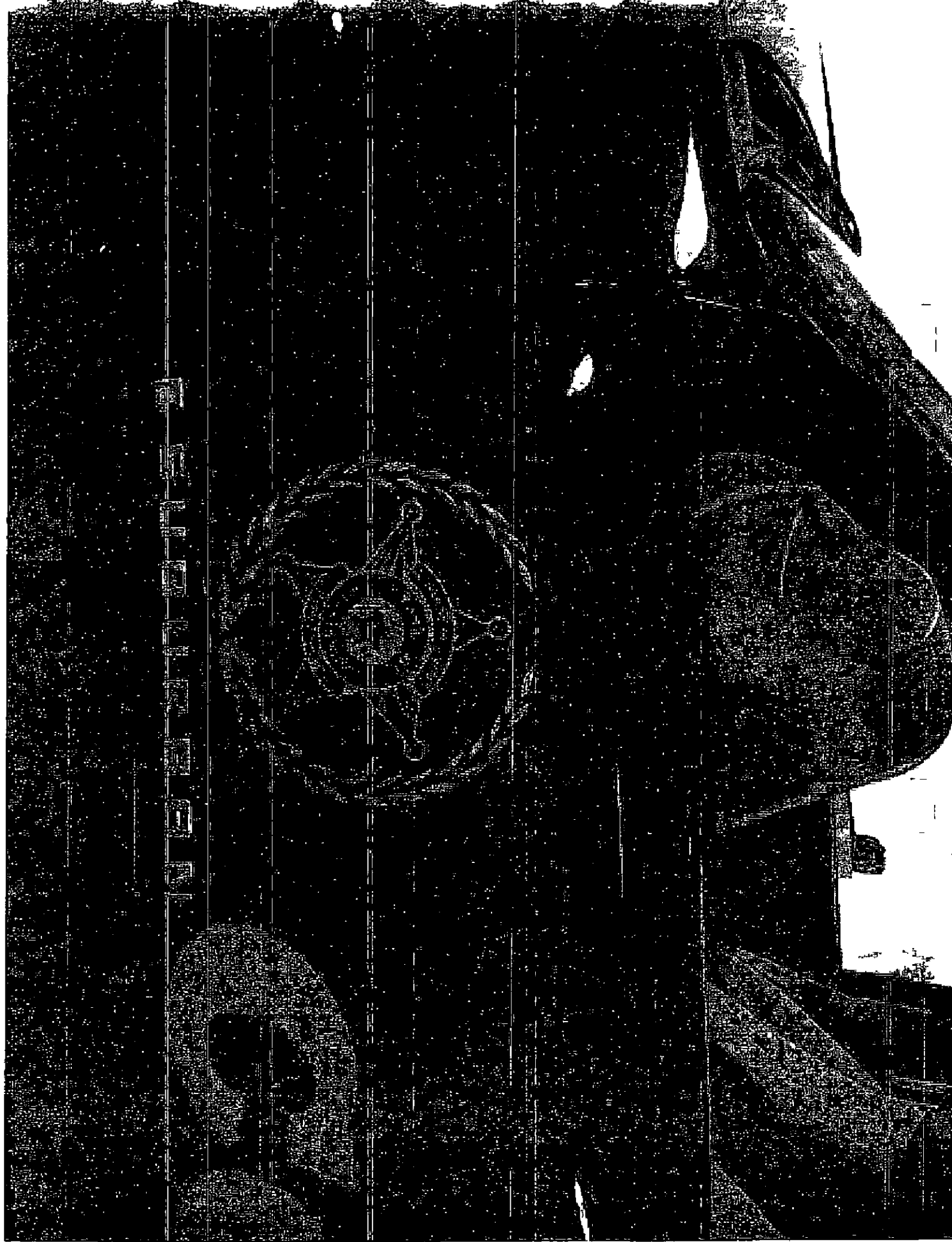
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MISSISSIPPI  
G 49527  
GOVERNMENT

000



NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING PAYMENT TO INTEGRATED-  
COMMUNICATIONS INC FOR LIGHT PACKAGE FOR THE CORONER'S VEHICLE**

---

There came on this day for consideration the matter of authorizing payment to Integrated Communications Inc for light package for the Coroner's Vehicle

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize payment to Integrated Communications Inc to purchase a basic light package for the Coroner's 2015 Suburban as attached hereto as Exhibit A

SO ORDERED this the 5<sup>th</sup> day of March, 2015



\_\_\_\_\_  
President



MOTOROLA SOLUTIONS

Channel Partner

QUOTE

2717 MATTOX STREET, TUPELO MS 38801  
t 6628420234 f 6626804966

Number AAAQ1294

Date Feb 24, 2015

Sold To	Ship To	Account Manager
---------	---------	-----------------

Clay County Board of Supervisors  
Alvin Carter  
P O Box 815  
West Point MS 39773

Clay County Board of Supervisors  
Alvin Carter  
P O Box 815  
West Point, MS 39773



Joseph D Stringer

662-296-0150

jody.stringer@icwireless.com

Phone  
Fax

Phone  
Fax

Terms	P.O. Number	Ship Via
-------	-------------	----------

Line	Qty	Description	Unit Price	Ext. Price
1	1	Star Warning Split Phantom Interior Lightbar	\$465 00	\$465 00
2	1	RayZR light stick - 8 head - BLUE - 12~24VDC	\$290 00	\$290 00
3	4	Sound Off Signal Ghost Light - Blue	\$80 00	\$320 00
4	1	Star Warning Handheld 100 Watt Siren Light Controller	\$200 00	\$200 00
5	1	Sound Off Signal 100 Watt Siren Speaker	\$140 00	\$140 00
6	1	Installation of All Above Equipment	\$550 00	\$550 00

<b>SubTotal</b>	\$1,965 00
<b>Tax</b>	\$0 00
<b>Shipping</b>	\$35 00
<b>Total</b>	\$2,000 00

312

PRICES SUBJECT TO CHANGE PRICES BASED UPON TOTAL PURCHASE ALL DELIVERY TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS BUSINESS GOODWILL DATA INTERRUPTION OF BUSINESS

NO \_\_\_\_\_

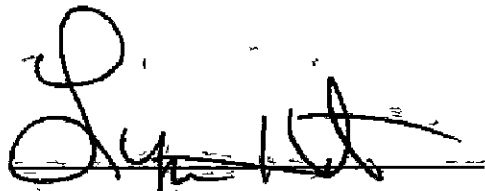
**IN THE MATTER OF AUTHORIZING THE SUBMISSION OF THE 2014  
EQUITABLE SHARING AGREEMENT CERTIFICATION FOR THE SHERIFF'S  
DEPARTMENT**

---

There came on this day for consideration the matter of authorizing the submission of the 2014 Equitable Sharing Agreement Certification for the Sheriff's Department

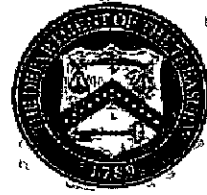
After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize to submit the said agreement as attached hereto as Exhibit A

SO ORDERED this the 5<sup>th</sup> day of March, 2015

  
\_\_\_\_\_  
President



# Equitable Sharing Agreement and Certification



OMB Number 1123-0011  
Expires January 31 2018

- Police Department  
  Sheriff's Office  
  Task Force (Complete Table A)  
 Prosecutor's Office  
  National Guard Counterdrug Unit  
  Other

\*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 MS01300000

Mailing Address P O Box 815

City West Point State MS Zip 39773

Finance Contact First Investigator Terry Last Scott

Phone 662 295-5498 Email tscott@claysheriffms.org

Preparer First Amy Last Berry

Same as Finance Contact

Phone 662 494-3124 Email aberry@claycounty.ms.gov

Last FY End Date 09/30/2014

Agency Current FY Budget \$1,051,695 00

- New Participant** Read Equitable Sharing Agreement and sign Affidavit  
 **Existing Participant** Complete Annual Certification Report, read Equitable Sharing Agreement and electronically sign Affidavit  
 **Amended Form** Revise Annual Certification Report read Equitable Sharing Agreement and electronically sign Affidavit

## Annual Certification Report

### Summary of Equitable Sharing Activity

### Justice Funds<sup>1</sup>

### Treasury Funds<sup>2</sup>

		Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Funds Balance (Must match Ending Balance from prior FY)		
2	Equitable Sharing Funds Received	\$668 66	
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (Complete Table B)		
4	Other Income		
5	Interest Income <input checked="" type="radio"/> Non Interest Bearing <input type="radio"/> Interest Bearing		
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$668 66	
7	Equitable Sharing Funds Spent (total of lines a - n below)	\$0 00	
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$668 66	

<sup>1</sup> Department of Justice Asset Forfeiture Program participants are FBI DEA ATF LSPIS USDA DCIS DSS and FDA.

<sup>2</sup> Department of the Treasury Asset Forfeiture Program participants are IRS ICE, C3P AND USSS

**Summary of Shared Funds Spent**

		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	\$0 00	
b	Training and education	\$0 00	
c	Law enforcement public safety, and detention facilities	\$0 00	
d	Law enforcement equipment	\$0 00	
e	Joint law enforcement/public safety operations	\$0 00	
f	Contracting for services	\$0 00	
g	Law enforcement travel and per diem	\$0 00	
h	Law enforcement awards and memorials	\$0 00	
i	Drug, gang and other education or awareness programs	\$0 00	
j	Matching grants (Complete Table C)		
k	Transfers to other participating law enforcement agencies (Complete Table D)		
l	Support of community-based programs (Complete Table E)		
m	Non categorized expenditures (Complete Table F)		
n	Salaries (Complete Table G)		
<b>Total</b>		\$0 00	

Please fill out the following tables, if applicable

**Table A Members of Task Force**

Agency Name	NCIC/ORI/Tracking Number																				
	<table border="1"> <tr> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> </tr> </table>																				

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

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds																		
Agency Name <input style="width: 400px;" type="text"/>																				
NCIC/ORI/Tracking Number <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> </tr> </table>																				

**Table C Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Table D Transfers to Other Participating Law Enforcement Agencies**

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

**Table E Support of Community-based Programs**

Recipient	Justice Funds	Treasury Funds
_____		

**Table F Expenditures not Categorized in (a) - (n) Above**

Description	Justice Funds	Treasury Funds
_____		

**Table G Salaries**

Salary Type	Justice Funds	Treasury Funds
<input type="radio"/> Overtime <input type="radio"/> Match for Federal Salary Grant <input type="radio"/> DARE/SRO Officer <input type="radio"/> Federal Task Force Replacement Officer		

**Table H Civil Rights Cases**

Name of Case	Type of Discrimination Alleged			
_____	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> 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, N.W., Washington, DC 20005.



# 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 submission of this form 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 Department of Justice and Department of the Treasury Equitable Sharing Programs. 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](mailto:aca_submit@usdoj.gov) within 60 days of the end of the Agency's fiscal year. This Document must be submitted and signed electronically. This will constitute submission to the Department of Justice and the Department of the Treasury.

**2 Signatories** This agreement must be electronically 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's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

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

**4 Transfers** Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a current and compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

**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, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

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

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

**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 the Department of the Treasury reserve the right to conduct periodic random audits or reviews.

**7 Freedom of Information Act** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

# Affidavit

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 *Guide* during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture

The undersigned certify that the recipient Agency is compliant with the applicable nondiscrimination requirements of the following laws and their 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) on the basis of any of the laws listed above or (2) has the agency entered into any settlement agreement with respect to any complaints with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the laws listed above?  Yes  No

If you are saying "No" to the above question, complete this field:

### Agency Head Electronic Signature

Name: Eddie Scott  
 Title: Sheriff of Clay County  
 Email: escott@claysheriffms.org

### Governing Body Head Electronic Signature

Name: Lynn Horton  
 Title: President, Board of Supervisor  
 Email: lyhorton@claycounty.ms.gov

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been duly reviewed and authorized by the Law Enforcement Agency Head and the Governing Body Head whose names appear above. Their typed names indicate their acceptance of and their agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

### 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](mailto:aca.submit@usdoj.gov)

NO. \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING TRAVEL FOR THE SHERIFF**

---

There came on this day for consideration the matter of authorizing travel for the Sheriff

After motion by Shelton Deanes and second by Luke Lummis, this Board doth vote unanimously to authorize the Sheriff to travel to Philadelphia, MS June 1-5, 2015 for the MS Sheriff's Association Summer Conference as attached hereto as Exhibit A.

SO ORDERED this the 5<sup>th</sup> day of March, 2015



President



Dear Sheriff,

At this time I would like to inform you the 2015 Summer Conference has been set

**DATES** June 1-5, 2015

**PLACE** Hollywood Casino  
711 Hollywood Blvd  
Bay St Louis, MS 39520

**To make reservations call 800-946-2442 and identify yourself as participants of Mississippi Sheriffs' Association (MSA0531), and present a credit card number to hold your reservation.**

Room rates are \$79 00 Standard Room

The Hotel does not take personal or company checks as method of payment on check-in day Credit card or Debit card is the only valid form of payment accepted at check-in You must present your County tax I D document in order for taxes to be waived

**\*\*\*CUT OFF DATE IS FRIDAY, MAY 1, 2015\*\*\***

**NO REGISTRATION FEE**

Stacie Rutland  
Executive Director

NO \_\_\_\_\_

**IN THE MATTER OF TRANSFERRING INTEREST EARNED**

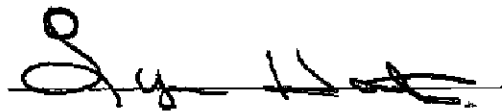
---

There came on this day for consideration the matter of transferring interest earned

It appears to this Board interest was earned in the amount of \$2 09 in the Payroll Clearing Account and \$1 32 in the Insurance Clearing account and that the said interest should be transferred and settled to fund no 001, General County Fund

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to transfer and settle funds as stated above

SO ORDERED, this the 5<sup>th</sup> day of March, 2015



President

NO \_\_\_\_\_

**IN THE MATTER OF TRANSFERRING FUNDS**

---

There came on this day for consideration the matter of transferring funds

It appears to this Board fund no 240, District 4 Road Construction B & I 2008 Issue, is in need of funds to be transferred in order for the said Bond and Interest payment to be made and the fund not be overdrawn for the month of February 2015

After motion by Shelton Deanes and second by R B Davis this Board doth vote unanimously to transfer \$18,318 66 to fund no 240, District 4 Road Construction B & I 2008 Issue from fund no 154, District 4 Road Fund for the month of February, 2015

SO ORDERED this the 5<sup>th</sup> day of March, 2015



President

NO \_\_\_\_\_

**IN THE MATTER OF TRANSFERRING FUNDS**

---

There came on this day for consideration the matter of transferring funds

It appears to this Board fund no 219, Daily Times Leader Building 2012 Notes, is in need of funds to be transferred in order for the said note payment to be made and the fund not be overdrawn for the month of February 2015, and,

It appears the funds were budgeted to be transferred from fund no 110, Tom Soya Grain Fund, to fund no 219, Daily Times Leader Building 2012 Notes

After motion by Shelton Deanes and second by R B Davis this Board doth vote unanimously to transfer \$14,502 19 to fund no 219, Daily Times Leader Building 2012 Note fund from fund no 110, Tom Soya GrainFund for the month of February, 2015

SO ORDERED this the 5<sup>th</sup> day of March, 2015



President

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INTENTIONALLY***



NO \_\_\_\_\_


**IN THE MATTER OF GOING INTO CLOSED SESSION**

---

There came on this day for consideration the matter of going into closed session

After motion by R B Davis and second by Floyd McKee this Board doth vote unanimously to authorize to go into closed session

SO ORDERED this the 5<sup>th</sup> day of March, 2015

  
\_\_\_\_\_  
President

NO \_\_\_\_\_


**IN THE MATTER OF GOING FROM CLOSED SESSION TO EXECUTIVE  
SESSION TO DISCUSS A PERSONNEL MATTER**

---

There came on this for consideration the matter of going from closed session to executive session to discuss a personnel matter

After motion by Floyd McKee and second by Shelton Deanes this Board doth vote unanimously to authorize to go from closed session to executive session to discuss a personnel matter as allowed under Section 25-41-7 of the *Miss Code of 1972*

SO ORDERED this the 5<sup>th</sup> day of March, 2015

  
\_\_\_\_\_  
President

535

NO

**IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION**

---

There came on this day for consideration the matter of coming out of Executive Session  
After motion by Luke Lummus and second by Shelton Deanes this Board doth vote  
unanimously to authorize to come out of Executive Session

SO ORDERED this the 5<sup>th</sup> day of March, 2015



President

After motion by Luke Lummus and second by Floyd McKee this Board doth vote  
unanimously to authorize to recess until Thursday, March 26, 2015, at 9 00 a m

SO ORDERED this the 5<sup>th</sup> day of March, 2015



President