

**BE IT REMEMBERED** that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 28th day of January, 2016, at 9 00 a m , and present were Lynn Horton, Luke Lummus, R B Davis, President, Shelton Deanes, and Joe Chandler 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 THE AGENDA FOR THE MEETING HELD  
JANUARY 28, 2016**

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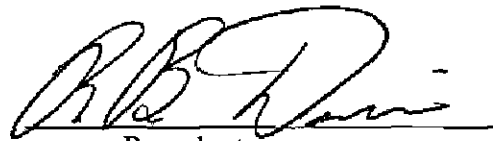
There came on this day for consideration the matter of adopting the agenda for the meeting held January 28, 2016

It appears to this Board the following items should be added to the agenda as attached hereto as Exhibit A for further consideration and discussion by this Board, to-wit,

- Luke Lummus regarding updating the Board on meeting with FEMA and MEMA
- Amy Berry regarding requesting authority for Deputy Chancery Youth Court Clerk Deborah Myers to travel

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize and approve to adopt the agenda as presented and further to approve the agenda as amended

SO ORDERED, this the 28th day of January, 2016

  
President

NO \_\_\_\_\_

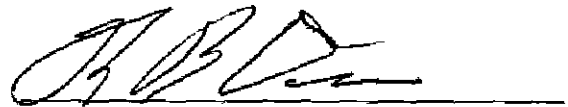
**IN THE MATTER OF AUTHORIZING TO SPREAD ON THE MINUTES THE  
CERTIFICATE OF TRAINING FOR THE ELECTION COMMISSIONERS**

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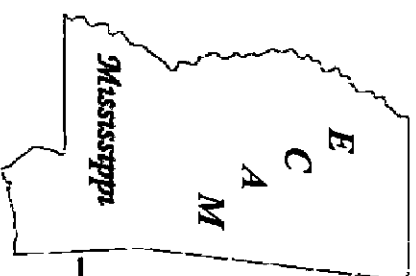
There came on this day for consideration the matter of authorizing to spread on the minutes the Certificate of Training for the Election Commissioners

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize and approve to spread on the minutes the Certificates of Training as received on all five (5) Election Commissioners as attached hereto as Exhibit A

SO ORDERED this the 28<sup>th</sup> day of January, 2016



President



# *Certificate of Attendance*

Thomas D Bryan

*Attended the*

*Election Commissioner's Association of Mississippi  
Elections Training & Certification Seminar  
on January 20, 21 & 22, 2016  
in Philadelphia, Mississippi*

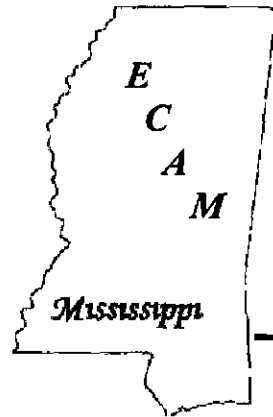
(Attendance only—Certification Certificate issued by Mississippi Secretary of State's Office)

*Hanny Skates*

Director of Education & Training

*W. J. Jensen*

ECAM President



# Certificate of Attendance

*Mae W. Brewer*

*Attended the  
Election Commissioner's Association of Mississippi  
Elections Training & Certification Seminar  
on January 20, 21 & 22, 2016  
in Philadelphia, Mississippi*

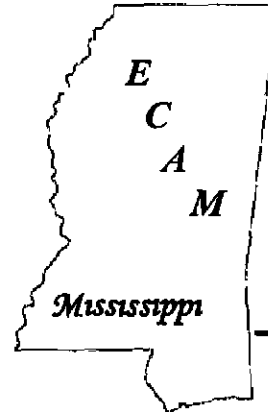
(Attendance only—Certification Certificate issued by Mississippi Secretary of State's Office)

*Hanny Slator*

Director of Education & Training

*Vi Rowan*

ECAM President



# Certificate of Attendance

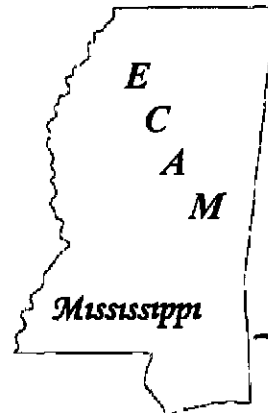
Linda Ivy

*Attended the  
Election Commissioner's Association of Mississippi  
Elections Training & Certification Seminar  
on January 20, 21 & 22, 2016  
in Philadelphia, Mississippi*

(Attendance only—Certification Certificate issued by Mississippi Secretary of State's Office)

Director of Education & Training

ECAM President



# Certificate of Attendance

*Hubert Gaston*

*Attended the  
Election Commissioner's Association of Mississippi  
Elections Training & Certification Seminar  
on January 20, 21 & 22, 2016  
in Philadelphia, Mississippi*

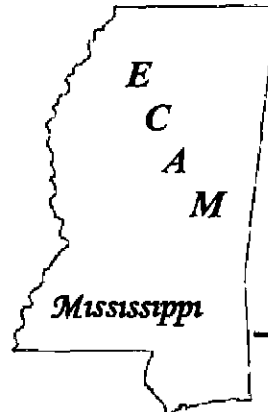
**(Attendance only—Certification Certificate issued by Mississippi Secretary of State's Office)**

*Hanny Slator*

**Director of Education & Training**

*Vi Brown*

**ECAM President**



# *Certificate of Attendance*

*Sawana D. Walker*

*Attended the  
 Election Commissioner's Association of Mississippi  
 Elections Training & Certification Seminar  
 on January 20, 21 & 22, 2016  
 in Philadelphia, Mississippi*

(Attendance only—Certification Certificate issued by Mississippi Secretary of State's Office)

*Hanny Slasko*

**Director of Education & Training**

*Vi Brown*

**ECAM President**

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING AND APPROVING THE RENEWAL OF CODE  
RED FOR YEAR 2016**

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There came on this day for consideration the matter of authorizing and approving the renewal of Code Red for year 2016

It appears to this Board, Treva Hodge, Assistant Emergency Management Director, is requesting this Board's consideration in the renewal of CODE RED for year 2016 which is facilitated through the Golden Triangle Planning and Development, and,

It appears to this Board the proposed cost to County to provide the CODE RED Weather Warning Service Agreement for year 2016 is \$3,399 09 and then the County will bill the City of West Point for one-half of the cost of the said invoice as attached hereto as Exhibit A to reimburse the county for a portion of the said expense

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize and approve of the said invoice as attached hereto as Exhibit A for CODE RED Weather Warning Services for the County

SO ORDERED this the 28<sup>th</sup> day of January, 2016



President



# CODE RED

COUNTY	POPULATION
Clay County Mississippi	9 327

CITY	POPULATION
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West Point city, Mississippi	11,307
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<b>TOTAL</b>	<b>11,307</b>
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COST
\$1,536 46

\$1 862 63
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<b>TOTAL POPULATION</b>	<b>20,634</b>
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<b>TOTAL COST</b>	<b>\$3,399 09</b>
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533



January 4 2016

Golden Triangle Planning and Development District Inc MS  
Attn Toby Sanford Assistant Director  
106 Miley Drive  
Starkville MS 39759

Dear Mr Sanford

The current CodeRED® NEXT and CodeRED Weather Warning® Master Services Agreement First Amendment and Second Amendment (collectively the "Agreement") for the Golden Triangle Planning and Development District, Inc, MS will expire at 12 01am on March 11, 2016. The Agreement contains a clause that enables us to renew it with the same terms and conditions providing both parties agree to the renewal. We would like to renew the Agreement for the period of March 11, 2016 through March 10, 2017, for the amount of nineteen thousand four hundred thirteen dollars and thirty-three cents (\$19,413.33).

If you agree to this extension please complete and return the endorsement below by January 11, 2016 via fax at 386-676-1127 or by email at [jbaker@ecnetwork.com](mailto:jbaker@ecnetwork.com)

If you have any questions regarding the submission of this form or renewal process please contact me at 386-676-0294 ext 1170. If you have any questions regarding the details of the Agreement you may contact our general counsel Leanne Siegfried at ext 1208 who will set up a call with the appropriate member of our team who is best able to answer your questions.

Sincerely

Jodi Baker  
Contract Manager

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Renewal Agreement Endorsement for the Golden Triangle Planning and Development District, Inc, MS

**Please sign below if you would like to renew the Agreement**

If you do not wish to renew the Agreement please call 888 848 6337 and speak with Leanne Siegfried who may refer you to the appropriate member of our team so we can begin the account deactivation process.

**Golden Triangle Planning and Development District, Inc, MS**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING AND APPROVING OF THE STATEWIDE  
MUTUAL AID COMPACT AGREEMENT FOR MEMA**

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There came on this day for consideration the matter of authorizing and approving of the Statewide Mutual Aid Compact Agreement for MEMA

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize and approve of the said Mutual Aid Agreement as attached hereto as Exhibit A

SO ORDERED this the 28<sup>th</sup> day of January, 2016

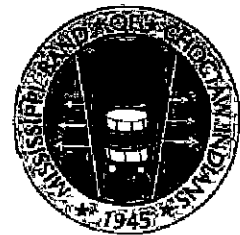
A handwritten signature in black ink, appearing to be 'B. B. D.', written over a horizontal line.

President

# SMAAC

Statewide Mutual Aid Compact

A System for Using all  
Available Resources  
during Emergencies





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# The State of Mississippi

## STATEWIDE MUTUAL AID COMPACT

### (SMAC)

Revised March 2015

**THIS AGREEMENT IS ENTERED INTO AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, EACH COUNTY AND MUNICIPALITY, AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS THAT EXECUTE AND ADOPT THE TERMS AND CONDITIONS CONTAINED HEREIN BASED ON THE FOLLOWING FACTS**

**WHEREAS**, the State of Mississippi is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, and other natural disasters that, in the past, have caused severe disruption of essential human services and severe property damage to public roads, utilities buildings parks, and other government-owned facilities and

**WHEREAS**, the Mississippi Band of Choctaw Indians, a sovereign nation and Federally-recognized American Indian tribe living with the State of Mississippi, and the State of Mississippi have a mutual interest in protecting their citizens and properties and acknowledge that mutual cooperation in responding to man-made and natural disasters is beneficial to the State of Mississippi the state's political subdivisions, and the Mississippi Band of Choctaw Indians

**WHEREAS**, Section 33-15-19(a) Mississippi Code of 1972, as amended, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements with each other and the Mississippi Band of Choctaw Indians for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and

**WHEREAS**, Section 33-15-1 et seq of the Mississippi Code of 1972, as amended, the Mississippi Emergency Act of 1995 (the Act) sets forth details concerning powers duties rights, privileges, and immunities of political subdivisions of the state rendering outside aid, and

**WHEREAS**, Section 33-15-11(c)(2) & (3) authorizes the State to enter into a contract on behalf of the state for the lease or loan to any political subdivision of the state and the Mississippi Band of Choctaw Indians any real, or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the state, and

**WHEREAS**, Section 33-15-17 of the Act authorizes the governing body of each political subdivision of the state to enter into such contract or lease within the state, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefor in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which contract was entered into and



**WHEREAS**, MEMA requires that each municipality must coordinate requests for state or federal emergency response assistance with its county, while county and tribal requests for state or federal emergency response assistance may be made directly to MEMA, and

**WHEREAS**, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur, and

**WHEREAS**, to provide the most effective mutual aid possible, each Participating Government intends to foster communications between the personnel of the other Participating Governments by visits, provisions of available resources as listed in the statewide resource database (WebEOC Resource Manager), exchange of information, and development of plans and procedures to implement this Agreement

**NOW, THEREFORE**, the Parties agree to agree as follows

## **SECTION 1 DEFINITIONS**

- A "AGREEMENT"** means the Statewide Mutual Aid Agreement/Compact. Political subdivisions of the State of Mississippi and Mississippi Band of Choctaw Indians may become a party to this Agreement by executing a copy of this Agreement and providing a copy with the original signatures and authorizing resolution(s) to the Mississippi Emergency Management Agency. Copies of the agreement with original signatures and copies of authorizing resolutions and insurance letters shall be filed and maintained at the Agency headquarters in Pearl, Mississippi.
- B "REQUESTING PARTY"** means the Participating Government entity requesting aid in the event of an emergency. Each municipality must coordinate requests for state or federal emergency response assistance through its county.
- C "ASSISTING PARTY"** means the Participating Government entity furnishing equipment, services and/or manpower to the Requesting Party.
- D "AUTHORIZED REPRESENTATIVE"** means an employee of a Participating Government authorized in writing by that government to request, offer or provide assistance under the terms of this Agreement. The list of authorized representatives for the Participating Government executing this Agreement shall be attached as Exhibit A and shall be updated as needed by each Participating Government.
- E "AGENCY"** means The Mississippi Emergency Management Agency.
- F "EMERGENCY"** means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.



- G** “**DISASTER**” means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a proclamation of a local emergency by a city/county or the Tribal Chief, a declaration of a State of Emergency by the Governor, or a disaster declaration by the President of the United States
- H** “**MAJOR DISASTER**” means a disaster that will likely exceed local capabilities and require a broad range of state and federal assistance
- I** “**PARTICIPATING GOVERNMENT**” means the State of Mississippi, any political subdivision of the State of Mississippi, and/or the Mississippi Band of Choctaw Indians which executes this mutual aid agreement and supply a completed executed copy to the Agency
- J** “**PERIOD OF ASSISTANCE**” means the period of time beginning with the departure of any personnel and equipment of the Assisting Party from any point for the purpose of traveling to the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting Party
- K** “**WORK OR WORK-RELATED PERIOD**” means any period of time in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks

Nothing should be derived from the above statement that excludes Assisting Party personnel from being considered “on the job” for purposes of workers compensation injuries or accidents during these periods

## **SECTION 2 PROCEDURES**

When a Participating Government either becomes affected by, or is under imminent threat of, a major disaster, it may request emergency-related mutual aid assistance either by (1) proclaiming a local emergency and transmitting a copy of that proclamation along with a completed Part 1 “Identification of Need” form (Form REQ-A, Appendix A) to the Assisting Party or to the Agency, or (2) by orally communicating a request for mutual aid assistance to the Assisting Party or to the Agency, followed as soon as practicable by written confirmation of said request shown as Form REQ-A in Appendix A

Mutual aid shall not be requested by Participating Governments unless resources available within the stricken area are deemed inadequate by that Participating Government. Municipalities shall coordinate requests for state or federal assistance with their county emergency management agencies, and county and tribal emergency agencies may coordinate requests for state or federal assistance directly with MEMA. All requests for mutual aid shall be transmitted by the Authorized Representative or the director of the local county emergency



management agency Requests for assistance may be communicated either to the Agency or directly to an Assisting Party Requests for assistance under this Agreement shall be limited to major disasters, except where the Participating Government has no other mutual aid agreement based upon Section 33-15-19(a) Mississippi Code, in which case a Participating Government may request assistance pursuant to the provisions of this agreement

- A REQUESTS DIRECTLY TO ASSISTING PARTY** The Requesting Party may directly contact the authorized Representative of the Assisting Party and shall provide them with the information in paragraph C below All communications shall be conducted directly between the Requesting and Assisting Parties Each party shall be responsible for keeping the Agency advised of the status of the response activities The Agency shall not be responsible for costs associated with such direct requests for assistance unless it so elects However, the Agency may provide, by rule, for reimbursement of eligible expenses from the Disaster Assistance Trust fund
- B REQUESTS ROUTED THROUGH, OR ORIGINATING FROM, THE AGENCY** The Requesting Party may directly contact the Agency, in which case it shall provide the Agency with the information in paragraph C below The Agency may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid The Agency shall not be responsible for costs associated with such indirect requests for assistance unless the Agency so indicates in writing at the time it transmits the request to the Assisting Party In no event shall the Agency be responsible for costs associated with assistance in the absence of appropriated funds In all cases, the party receiving the mutual aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement
- C REQUIRED INFORMATION** Each request for assistance shall be accompanied by the following information, to the extent known
- 1 A general description of the damage sustained
  - 2 Identification of the emergency service function for which assistance is needed (e.g. fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support health and other medical services, search and rescue, etc) and the particular type of assistance needed
  - 3 Identification of the public infrastructure system for which assistance is needed (i.e. sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed
  - 4 The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed and include a description of working conditions and if personnel will be locally housed
  - 5 The need for sites, structures or buildings outside the Requesting Party's political subdivision to serve as relief centers or staging areas for incoming emergency goods and services
  - 6 An estimated time and a specific place for a representative of the requesting Party to meet the personnel and equipment of any Assisting Party

This information may be provided on the form shown in Appendix A as the form REQ-A or by any other available means The Agency may revise the format of Form REQ-A subsequent to the execution of this agreement, in which case it shall distribute copies to all Participating Governments





- D ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE** When contacted by a Requesting Party or the Agency, the authorized representatives of any Participating Government agrees to assess their government's situation to determine available personnel, equipment and other resources. All Participating Governments shall render assistance to the extent personnel, equipment and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his Participating Government has available personnel, equipment or other resources, they shall so notify the Requesting Party/Agency and provide the information on Part 2 of the REQ-A form. The Agency shall, upon response from sufficient participating Parties to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide them with the information to the extent known on Part 2 of REQ-A form. The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered and shall transmit said request by the quickest, most practical means to the Requesting Party or the Agency as applicable for approval. The form to serve as this written acknowledgment is shown in Appendix A as Form REQ-A.
- E WRITTEN ACKNOWLEDGEMENT** The Requesting Party/Agency shall respond to the written acknowledgment by executing Part 3 of the REQ-A form shown in Appendix A and returning a copy to the Assisting Party by the quickest, most practical means. Additionally, the Requesting Party/Agency must maintain a copy for its files.
- F SUPERVISION AND CONTROL** The personnel, equipment and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall assign work tasks to the supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party based on task or mission assignments provided by the Requesting Party and the Agency. The designated supervisory personnel of the Assisting Party shall maintain daily personnel time records, material records and a log of equipment hours, be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party, and shall report work progress to the Requesting Party. This agreement shall not support any person, group or organization that self deploys.
- G FOOD, HOUSING, SELF-SUFFICIENCY** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.



**H RIGHTS AND PRIVILEGES** Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation incidental to their employment as authorized in 33-15-15(b)(2)

**I COMMUNICATIONS** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

### **SECTION 3 REIMBURSABLE EXPENSES**

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the written acknowledgment executed in accordance with paragraph 2D and 2E of this Agreement. The Requesting Party shall be ultimately responsible for reimbursement of all eligible expenses. The Assisting Party shall submit reimbursement documentation to the Requesting Party on the forms shown in Appendix B.

**A PERSONNEL** During the period of assistance, the Assisting Party shall continue to pay its employees according to its then-prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party under the terms of the Mississippi Workers' Compensation Act (Section 71-3-1 Mississippi Code) due to personal injury or death occurring while such employees are engaged in rendering aid under this agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their own employees.

**B EQUIPMENT** The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.



- C MATERIALS AND SUPPLIES** The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in 3B unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's Personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the Agency.
- D RECORD KEEPING** The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party or the Agency utilizing format used or required by FEMA publications, including 44 CFR Part 13 and applicable Office of Management and Budget Circulars. Requesting Party and Agency finance personnel shall provide information, directions and assistance for record keeping to Assisting Party personnel.
- E PAYMENT** Unless otherwise mutually agreed in the written acknowledgment executed in accordance with paragraph 2 E or a subsequent written addendum to the acknowledgment, the reimbursable expenses with an itemized notice are payable as soon as practicable after the expenses are incurred, but not later than 60 days following the period of assistance unless the deadline for identifying damage is extended in accordance with 44 CFR part 206. The Requesting Party shall pay the bill or advise of any disputed items, not later than the timeframe outlined above. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to a Requesting Party.
- F PAYMENT BY OR THROUGH THE AGENCY** The Mississippi Emergency Management Agency may reimburse for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the Agency, to the extent of funds available and contingent upon an annual appropriation from the legislature for such purposes. The Assisting Party shall be responsible for making written request to the Agency for reimbursement of travel and subsistence expenses, prior to submitting a request for payment to the Requesting Party. The Assisting Party's written request should be submitted as soon as possible after expiration of the period of assistance. The Agency shall provide a written response to said requests within ten days of actual receipt. If the Agency denies said request, the Assisting Party shall then bill the Requesting Party. In the event that an affected jurisdiction requests assistance without forwarding said request through the Agency or an Assisting Party provides assistance without having been requested by the Agency to do so, the Agency shall not be liable for reimbursement of any of the cost(s) of assistance. The Agency may serve as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the Agency shall be determined in accordance with 44 CFR 206.228. The Agency may authorize applications for reimbursement of eligible costs from the Disaster Assistance Trust Fund established pursuant to Section 33-15-301 Mississippi Code, in the event that the disaster or emergency event is not declared pursuant to



the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-707. Such applications shall be evaluated pursuant to rules established by the Agency and may be funded only to the extent of available funds.

#### **SECTION 4 IMMUNITY**

To the extent permitted by law, the Parties shall not be liable for actions to the extent provided by Section 33-15-21(a). This immunity may be waived by the Parties in a manner provided by law to the extent that adequate insurance coverage is in effect.

#### **SECTION 5 LENGTH OF TIME FOR EMERGENCY**

The duration of such local emergency declared by the Requesting Party is limited to 30 days. It may be extended with review, if necessary, in 30-day increments as specified in 33-15-17(d).

#### **SECTION 6 TERM**

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically be renewed in successive one-year terms unless terminated upon 60 days' advance written notice by the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail to the Director of Mississippi Emergency Management Agency, who shall provide copies to all other Participating Parties. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until 60 days after notice thereof has been set by the Director of the Mississippi Emergency Management Agency to all other Participating Governments.

#### **SECTION 7 EFFECTIVE DATE OF THIS AGREEMENT**

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution hereof.

#### **SECTION 8 ROLE OF MISSISSIPPI EMERGENCY MANAGEMENT AGENCY**

The responsibilities of the Mississippi Emergency Management Agency under this Agreement are to (1) request mutual aid on behalf of a Participating Government under the circumstances identified in this Agreement, (2) coordinate the provision of mutual aid to a Requesting Party pursuant to the provisions of this Agreement, (3) serve as the eligible entity for requesting reimbursement of eligible costs from FEMA upon a Presidential Disaster Declaration, (4) serve as central depository for executed Agreements, and (5) maintain a current listing of Participating Governments with their Authorized Representative and contact information and provide a copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year. MEMA will assume no responsibility for any person, group, or organization that self deploys.



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## **SECTION 9 SEVERABILITY, EFFECT ON OTHER AGREEMENTS**

Should any portion section or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion section or subsection, and the remaining portions of this Agreement shall remain in full force and effect without regard to the portion, section subsection or power invalidated

In the event that any parties to this agreement have entered into other mutual aid agreements pursuant to Section 33-15-19(a), Mississippi Code, or interlocal agreements pursuant to Section 17-13-1, Mississippi Code, those parties agree that said agreements are superseded by this agreement only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this agreement. In the event that two or more parties to this agreement wish to engage in mutual aid, then the terms and conditions of this agreement shall apply unless otherwise agreed between those parties



IN WITNESS WHEREOF, the parties named herein have duly executed this Agreement/Compact on the date set forth below

ATTEST  
SECRETARY-TREASURER

MISSISSIPPI BAND OF  
CHOCTAW INDIANS

By \_\_\_\_\_

By \_\_\_\_\_  
Tribal Chief

APPROVED AS TO FORM  
Attorney General

Date \_\_\_\_\_

By \_\_\_\_\_

ATTEST  
CLERK OF THE BOARD  
OF MISSISSIPPI

BOARD OF SUPERVISORS  
OF Clay MISSISSIPPI  
(county)

By [Signature]

By [Signature]  
President

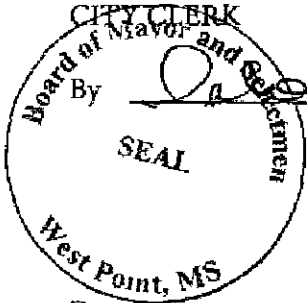
APPROVED AS TO FORM  
County Attorney

Date 1/28/2014

By [Signature]

ATTEST  
CITY CLERK

CITY/TOWN OF West Point  
MISSISSIPPI



By [Signature]

By [Signature]  
Title Mayor

APPROVED AS TO FORM  
City Attorney

Date \_\_\_\_\_

By [Signature]

STATE OF MISSISSIPPI  
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

By \_\_\_\_\_  
Director

Date \_\_\_\_\_



**STATEWIDE MUTUAL AID COMPACT**

**EXHIBIT A**

Date January 11, 2015  
Name of Government West Point Clay County EMA  
Mailing Address P O Box 1117  
City West Point, MS Zip Code 39773

**Authorized Representative to Contact for Emergency Assistance**

**Primary Representative**

Name Kerrie Gentry-Blissard  
Title Director  
Day Phone 662-494-2088 Night Phone 662-524-0350  
Fax No 662-494-2105 Pager No \_\_\_\_\_

**1st Alternate Representative**

Name Treva Hodge  
Title Deputy Director  
Day Phone 662-494-3124 Night Phone 662-295-0909  
Fax No 662-492-4059 Pager No \_\_\_\_\_

**2nd Alternate Representative**

Name Ken Wilbourne  
Title Fire Chief /Task Force II District Representative  
Day Phone 662-494-6377 Night Phone 662-295-7570  
Fax No 662-494-2105 Pager No \_\_\_\_\_

NO \_\_\_\_\_

**IN THE MATTER OF APPROVING THE PRESIDENT AND THE MEMBERS OF THIS  
BOARD TO EXECUTE THE DESIGNATION OF APPLICANT AGENT FORM FOR  
MEMA**

---

There came on this day for consideration the matter of approving the President and the members of this Board to execute the Designation of Applicant Agent Form for MEMA

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize and approve of the Designation of Applicant Agent Form and further, approves of the President and the members of this Board to execute the said form as attached hereto as Exhibit A

SO ORDERED this the 28<sup>th</sup> day of January, 2016

A handwritten signature in black ink, appearing to read 'B. B. Davis', written over a horizontal line.

President



DESIGNATION OF APPLICANT AGENT

BE IT RESOLVED BY Board of Supervisors OF Clay County  
Governing Body City, County Other Entity

THAT Trevathodge, Asst EMA Director  
Name of Designated Agent Official Position

ADDRESS PO Box 815, TELEPHONE (W) 662-494-3124 (H) 662-295-0909  
West Point, MS 39473

is hereby authorized to execute for and in behalf of Clay County, MS  
City-County, Other Entity

a public entity established under the laws of the State of Mississippi, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93-228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative

PASSED AND APPROVED THIS 28<sup>th</sup> DAY OF January, 20 16

R B Davis District 3 Supervisor  
Name and Title President

Shelton L. ... District 4 Supervisor  
Name and Title

[Signature] District 1 Supervisor  
Name and Title

Joe Chandler District 5 Supervisor  
Name and Title

[Signature] District 2 Supervisor  
Name and Title

\_\_\_\_\_  
Name and Title

CERTIFICATION

R B Davis, duly appointed President  
Title

of Clay Co Board of Supervisors, do hereby certify that the above is a true and

correct copy of a resolution passed and approved by the Board of Supervisors  
Governing Body

of Clay County on the 28<sup>th</sup> day of January, 20 16

1/28/2016  
DATE

R B Davis  
SIGNATURE

NO \_\_\_\_\_


**IN THE MATTER OF APPROVING OF THE EXTENSION OF THE PROCLAMATION  
OF EXISTENCE OF A LOCAL EMERGENCY**

---

There came on this day for consideration the matter of approving of the Extension of the Proclamation of Existence of a Local Emergency

It appears to this Board on December 27, 2015 this Board signed a Proclamation declaring the existence of a local, and,

It appears to this Board when an Emergency Proclamation has been signed that every thirty (30) days the Board must renew the Proclamation in order to be considered for reimbursement for the damanges

  
\_\_\_\_\_

President

**PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY**  
(by City Council or County Board of Supervisors)

**WHEREAS,** Clay County the City Council /or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City /County, caused by flash flooding  
(Severe storm, tornado, damaging winds, flash flooding river flooding  
drought wildland fire, structural fire, hail, hazardous material incident, epidemic hurricane, earthquake other)

commencing on or about \_\_\_\_\_ AM/PM on the 27 day of Dec, 20 15, and **WHEREAS,** the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction,

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City /County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the City Council / Board of Supervisors of the City / County of Clay, State of Mississippi

**IT IS FURTHER PROCLAIMED AND ORDERED** that all City / County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the City / County Emergency Operations Plan

DATE 1/28/16

[Signature]  
Mayor / President of Board of Supervisors

ATTEST  
[Signature]  
Clerk of City / Chancellor  
Clerk for Board of Supervisors

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

Clay  
City / or County, State of MS

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING TO VOID THE HOMESTEAD CHARGEBACK  
FOR YEAR 2014 ON PARCEL NO 064 33 0050000**

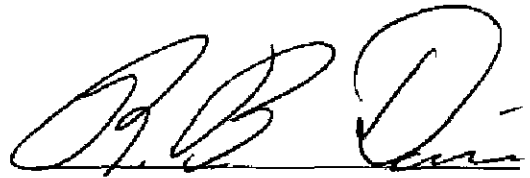
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There came on this day for consideration the matter of authorizing to void the Homestead Chargeback for year 2014 on parcel no 064 33 0050000

It appears to this Board the Tax Assessor/Collector, Paige Lamkin, is requesting this Board's approval to void the Homestead Exemption Chargeback for year 2014 as received from the Department of Revenue due to the social security number of the applicant and owner of the said parcel social security number inadvertently getting keyed incorrectly into TAPS

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to authorize and approve to void the Homestead Exemption Chargeback for year 2014 and as attached hereto as Exhibit A as stated above

SO ORDERED this the 28<sup>th</sup> day of January, 2016

A handwritten signature in black ink, appearing to be 'S. Deanes', written over a horizontal line.

President





Date February 24 2015  
Letter ID L0589750400  
Period December 31, 2014  
Account # 1027-8052



AMY GRAY BERRY  
CLAY CO BOARD OF SUPERVISORS  
PO BOX 815  
WEST POINT MS 39773-0815

DOSS L C  
3518 PRUITT RD  
WEST POINT MS 397730000

Reimbursement Year 2014

Parcel# 064 33 0050000  
School District West Point School District

This is notice that the Department is making an adjustment to the Countys Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

35 Applicant or applicant's spouse has failed to comply with the income tax laws of Mississippi §27-33-63 (2)

If the applicant has any questions about the income tax debt, they may review their account information online through the Taxpayer Access Point at [www.dor.ms.gov](http://www.dor.ms.gov). If the applicant has any questions about residency status or does not have internet access, they may call (601) 923-7700 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely  
Tax Administrator

Enclosure Notice Certification

Book HC 1 Pg 415  
Instrument 2066

S 35 T 16 R 05

Indexing Instructions \_\_\_\_\_

Lot \_\_\_\_\_ Block \_\_\_\_\_

P O Box 1033 Jackson, MS 39215-1033 Phone (601) 923-7700 Fax (601) 923-7714

Form # RL0011 v V92

**Notice Certification**

Date February 24 2015  
Letter ID L0589750400  
Period December 31 2014

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant The Board entered into its minutes its determination concerning whether to accept or object to this action

<b>Applicant Name</b>	<b>Parcel #</b>	<b>School District</b>
DOSS L C 3518 PRUITT RD WEST POINT MS 397730000	064 33 0050000	West Point School District

**Agree and Accept**

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes The tax is due and payable on or before the next February 1 following the date of this notice

*So certified and confirmed by the Clerk of the CLAY Board of Supervisors,*

Clerk \_\_\_\_\_  
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held 4/30/15  
(Enter date)

*If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector*

**Disagree and Object**

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action

*So certified and confirmed by the Clerk of the CLAY Board of Supervisors,*

Clerk \_\_\_\_\_  
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held \_\_\_\_\_  
(Enter date)

*If in disagreement a copy of this completed document must be provided to the Department of Revenue Office of Property Tax A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection*

**Book HC 1 Pg 416  
Instrument 2066**



Clay County Mississippi  
Filed 07/10/2015 12:18 P  
Book HC 1 Pg 415  
Amy Berry Chancery Clerk

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING AND APPROVING OF THE DELETION OF  
ASSETS FROM THE COUNTY'S FIXED ASSET LEDGER**

---

There came on this day for consideration the matter of authorizing and approving of the deletion of assets from the County's Fixed Asset Ledger

It appears to this Board Sheriff Eddie Scott is requesting for the said fixed assets, SD1383, 2008 Crown Victoria, and SD1254, 2008 Crown Victoria, both of which were totaled out by the County's General Liability Insurance due to both cars being involved in separate accidents involving hitting a deer and due to the age of the vehicle and the damages sustained by the accident the Sheriff is requesting to have the said assets removed from the County's fixed Asset Ledger and sold for scrap

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to authorize and approve of the deletion of the said assets from the County's Fixed Asset Ledger

SO ORDERED this the 28<sup>th</sup> day of January, 2016

A handwritten signature in cursive script, appearing to read "R. B. Davis", is written over a horizontal line.

President



1/26/2016  
FAMBEM  
Delete

FIXED ASSETS  
Mobile Equipment File Maintenance

13.37 45  
AMY  
Key # 434

Description CROWN VICTORIA ( FORD ) 2008

Location STANLEE LEE

Vendor: WATSON QUALITY FORD Serial # 2FAFP71V88X122441

Property #: SD1254 Project # Current Value 2464.00

\*Department # 200 SHERIFF/JAIL Objective # 86 MOBILE EQUIPMEN

\*Acquisition: P PURCHASED \*Disposal

Ledger? Y (Y/N)

\*Asset Type: MVC MOTOR VEHICLE - Useful Life 5 Years

Salvage % 10 Salvage \$ 2464 Cap Threshold 5000

GASB Eligible? Y (Y/N) Depreciate? Y (Y/N)

Accumulated Depreciation 4437.00

ap Value 24649.00 Date: 1/10/2008

Remarks: TRANSFERRED FROM L/P CATEGORY

Enter=Accept \*F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

STATE OF MISSISSIPPI

ORIGINAL

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER
2FAFP71V88X122441	FORD	2008	CVC	4D	E758775-01

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL.	NEW / USED	TYPE OF VEHICLE	PASS OR GVW
02132008	12132007	08	X	PASS	000

ODOMETER - TENTHS NOT INCLUDED

000132

ACTUAL MILEAGE

OWNER

MS/CLAY CO. BD. OF SUPERVISORS  
 P O BX 815  
 WEST POINT MS 39773

1ST LIENHOLDER (OR OWNER IF NO LIEN)

HANCOCK BANK  
 P O BOX 4020  
 GULFPORT MS 39502

DATE  
 MONTH 1 DAY 1 YEAR  
 12/13/2007

2ND LIENHOLDER

DATE  
 MONTH 1 DAY 1 YEAR

LIEN SATISFACTION THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF

1ST LIEN Hancock Bank BY [Signature]  
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS 12th DAY OF January 20 08

2ND LIEN \_\_\_\_\_ BY \_\_\_\_\_  
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_



IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 15 DAY OF FEBRUARY 20 08  
08042390009 00056

CONTROL NUMBER

15625046

STATE TAX COMMISSION

[Signature]

The Mississippi State Tax Commission hereby certifies that on application duly made the person named herein is registered by this office as the lawful owner of the vehicle described subject to the lien or security interests as may subsequently be filed with the State Tax Commission. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1 Mississippi Code of 1972 and subject to the provisions thereof.

VOID IF ALTERED

Federal and State Law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and imprisonment.

**ASSIGNMENT OF TITLE BY REGISTERED OWNER**

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name \_\_\_\_\_ Address \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

**CAUTION READ CAREFULLY BEFORE YOU CHECK A BLOCK**  1 The mileage stated is in excess of its mechanical limits  
 2 The odometer reading is not the actual mileage  
**WARNING ODOMETER DISCREPANCY**

313203  
ODOMETER READING (No Tenths)

SELLER Signature(s) \_\_\_\_\_ Printed Name(s) Clay County MS Amy G Berry Date of Sale 1/22/2016

I am aware of the above odometer certification made by seller

BUYER Signature(s) \_\_\_\_\_ Printed Name(s) \_\_\_\_\_

**FIRST RE-ASSIGNMENT BY LICENSED DEALER**

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name \_\_\_\_\_ Address \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

**CAUTION READ CAREFULLY BEFORE YOU CHECK A BLOCK**  1 The mileage stated is in excess of its mechanical limits  
 2 The odometer reading is not the actual mileage  
**WARNING ODOMETER DISCREPANCY**

ODOMETER READING (No Tenths)

DEALER OR AGENT Signature(s) \_\_\_\_\_ Printed Firm Name \_\_\_\_\_ Date of Sale \_\_\_\_\_

I am aware of the above odometer certification made by seller

BUYER Signature(s) \_\_\_\_\_ Printed Name(s) \_\_\_\_\_

**SECOND RE-ASSIGNMENT BY LICENSED DEALER**

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name \_\_\_\_\_ Address \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

**CAUTION READ CAREFULLY BEFORE YOU CHECK A BLOCK**  1 The mileage stated is in excess of its mechanical limits  
 2 The odometer reading is not the actual mileage  
**WARNING ODOMETER DISCREPANCY**

ODOMETER READING (No Tenths)

DEALER OR AGENT Signature(s) \_\_\_\_\_ Printed Firm Name \_\_\_\_\_ Date of Sale \_\_\_\_\_

I am aware of the above odometer certification made by seller

BUYER Signature(s) \_\_\_\_\_ Printed Name(s) \_\_\_\_\_

**THIRD RE-ASSIGNMENT BY LICENSED DEALER**

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name \_\_\_\_\_ Address \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

**CAUTION READ CAREFULLY BEFORE YOU CHECK A BLOCK**  1 The mileage stated is in excess of its mechanical limits  
 2 The odometer reading is not the actual mileage  
**WARNING ODOMETER DISCREPANCY**

ODOMETER READING (No Tenths)

DEALER OR AGENT Signature(s) \_\_\_\_\_ Printed Firm Name \_\_\_\_\_ Date of Sale \_\_\_\_\_

I am aware of the above odometer certification made by seller

BUYER Signature(s) \_\_\_\_\_ Printed Name(s) \_\_\_\_\_

**LIENHOLDER TO BE SHOWN ON NEW TITLE**

lien in favor of \_\_\_\_\_  
whose address is \_\_\_\_\_

UNAPPROVED DISASSEMBLED OR DESTROYED VEHICLE. This is to be filled in by Vehicle Owner. Certificate of Title must be mailed or delivered to the State Tax Commission. Two hereby warrant that the Vehicle described herein is not a stolen vehicle. Original Signature

Description: CROWN VICTORIA 2009  
 Location: EVERETT QUINN  
 Vendor: MISSOURI STATE HIGHWAY PATROL Serial # 2FAHP71V39X134667  
 Property #: SD1383 Project # \_\_\_\_\_ Current Value 6785 00  
 \*Department # 200 SHERIFF/JAIL Objective # 89 LEASED PROPERTY  
 \*Acquisition: L LEASE/PURCHASE \*Disposal: \_\_\_\_\_  
 Ledger? Y (Y/N)  
 \*Asset Type MVC MOTOR VEHICLE - Useful Life 5 Years  
 Salvage % 10 Salvage \$ 1475 Cap Threshold: 5000  
 GASB Eligible? Y (Y/N) Depreciate? Y (Y/N)  
 Accumulated Depreciation 7965 00  
 Cap Value: 14750 00 Date: 2/23/2011  
 Remarks: UNMARKED VEHICLE

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Enter=Accept \*F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

# CERTIFICATE OF TITLE

Form 79-001 05-7-1 000

## STATE OF MISSISSIPPI

## ORIGINAL

*SD1383*

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER
2FAHP71V39X134667	FORD	2009	CVC	4D	F789493-02

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW / USED	TYPE OF VEHICLE	PASS OR GVW
06022011		08	X	PASS	000

ODOMETER TENTHS NOT INCLUDED

055116

ACTUAL MILEAGE

OWNER

CLAY COUNTY, MISSISSIPPI  
P O BOX 815  
WEST POINT MS 39773

1ST LIENHOLDER (OR OWNER IF NO LIEN)

HANCOCK BANK  
P O BOX 4019  
GULFPORT MS 39502

DATE

MONTH | DAY | YEAR

05/11/2011

2ND LIENHOLDER

DATE

MONTH | DAY | YEAR

LIEN SATISFACTION THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF

1ST LIEN

Hancock Bank  
(LIENHOLDER)

BY

[Signature]  
(SIGNATURE AND TITLE)

THIS

7th

DAY OF April

20

14

2ND LIEN

(LIENHOLDER)

BY

(SIGNATURE AND TITLE)

THIS

DAY OF

20



IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE

02 DAY OF JUNE

20 11

11151540037

00360

CONTROL NUMBER

18361019

STATE TAX COMMISSION

[Signature]

The Mississippi State Tax Commission hereby certifies that on application duly made the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the State Tax Commission. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21 of the Mississippi Code of 1972 and subject to the provisions thereof.

VOID IF ALTERED

The law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE BY REGISTERED OWNER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name \_\_\_\_\_ Address \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

- CAUTION READ CAREFULLY BEFORE YOU CHECK A BLOCK
- 1 The mileage stated is in excess of its mechanical limits
- 2 The odometer reading is not the actual mileage
- WARNING ODOMETER DISCREPANCY

ODOMETER READING (No Tenths) \_\_\_\_\_

SELLER Signature(s) [Signature] Printed Name(s) Amy G. Berry Date of Sale 4/15/14

I am aware of the above odometer certification made by seller

BUYER Signature(s) \_\_\_\_\_ Printed Name(s) \_\_\_\_\_

FIRST RE-ASSIGNMENT BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name \_\_\_\_\_ Address \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

- CAUTION READ CAREFULLY BEFORE YOU CHECK A BLOCK
- 1 The mileage stated is in excess of its mechanical limits
- 2 The odometer reading is not the actual mileage
- WARNING ODOMETER DISCREPANCY

ODOMETER READING (No Tenths) \_\_\_\_\_

DEALER OR AGENT Signature(s) \_\_\_\_\_ Printed Firm Name \_\_\_\_\_ Date of Sale \_\_\_\_\_

I am aware of the above odometer certification made by seller

BUYER Signature(s) \_\_\_\_\_ Printed Name(s) \_\_\_\_\_

SECOND RE-ASSIGNMENT BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name \_\_\_\_\_ Address \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

- CAUTION READ CAREFULLY BEFORE YOU CHECK A BLOCK
- 1 The mileage stated is in excess of its mechanical limits
- 2 The odometer reading is not the actual mileage
- WARNING ODOMETER DISCREPANCY

ODOMETER READING (No Tenths) \_\_\_\_\_

DEALER OR AGENT Signature(s) \_\_\_\_\_ Printed Firm Name \_\_\_\_\_ Date of Sale \_\_\_\_\_

I am aware of the above odometer certification made by seller

BUYER Signature(s) \_\_\_\_\_ Printed Name(s) \_\_\_\_\_

THIRD RE-ASSIGNMENT BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name \_\_\_\_\_ Address \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

- CAUTION READ CAREFULLY BEFORE YOU CHECK A BLOCK
- 1 The mileage stated is in excess of its mechanical limits
- 2 The odometer reading is not the actual mileage
- WARNING ODOMETER DISCREPANCY

ODOMETER READING (No Tenths) \_\_\_\_\_

DEALER OR AGENT Signature(s) \_\_\_\_\_ Printed Firm Name \_\_\_\_\_ Date of Sale \_\_\_\_\_

I am aware of the above odometer certification made by seller

BUYER Signature(s) \_\_\_\_\_ Printed Name(s) \_\_\_\_\_

LIENHOLDER TO BE SHOWN ON NEW TITLE

Lien in favor of \_\_\_\_\_

whose address is \_\_\_\_\_

2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-2743-2744-2745-2746-2747-2748-2749-2750-2751-2752-2753-2754-2755-2756-2757-2758-2759-2760-2761-2762-2763-2764-2765-2766-2767-2768-2769-2770-2771-2772-2773-2774-2775-2776-2777-2778-2779-2780-2781-2782-2783-2784-2785-2786-2787-2788-2789-2790-2791-2792-2793-2794-2795-2796-2797-2798-2799-2800-2801-2802-2803-2804-2805-2806-2807-2808-2809-2810-2811-2812-2813-2814-2815-2816-2817-2818-2819-2820-2821-2822-2823-2824-2825-2826-2827-2828-2829-2830-2831-2832-2833-2834-2835-2836-2837-2838-2839-2840-2841-2842-2843-2844-2845-2846-2847-2848-2849-2850-2851-2852-2853-2854-2855-2856-2857-2858-2859-2860-2861-2862-2863-2864-2865-2866-2867-2868-2869-2870-2871-2872-2873-2874-2875-2876-2877-2878-2879-2880-2881-2882-2883-2884-2885-2886-2887-2888-2889-2890-2891-2892-2893-2894-2895-2896-2897-2898-2899-2900-2901-2902-2903-2904-2905-2906-2907-2908-2909-2910-2911-2912-2913-2914-2915-2916-2917-2918-2919-2920-2921-2922-2923-2924-2925-2926-2927-2928-2929-2930-2931-2932-2933-2934-2935-2936-2937-2938-2939-2940-2941-2942-2943-2944-2945-2946-2947-2948-2949-2950-2951-2952-2953-2954-2955-2956-2957-2958-2959-2960-2961-2962-2963-2964-2965-2966-2967-2968-2969-2970-2971-2972-2973-2974-2975-2976-2977-2978-2979-2980-2981-2982-2983-2984-2985-2986-2987-2988-2989-2990-2991-2992-2993-2994-2995-2996-2997-2998-2999-3000-3001-3002-3003-3004-3005-3006-3007-3008-3009-3010-3011-3012-3013-3014-3015-3016-3017-3018-3019-3020-3021-3022-3023-3024-3025-3026-3027-3028-3029-3030-3031-3032-3033-3034-3035-3036-3037-3038-3039-3040-3041-3042-3043-3044-3045-3046-3047-3048-3049-3050-3051-3052-3053-3054-3055-3056-3057-3058-3059-3060-3061-3062-3063-3064-3065-3066-3067-3068-3069-3070-3071-3072-3073-3074-3075-3076-3077-3078-3079-3080-3081-3082-3083-3084-3085-3086-3087-3088-3089-3090-3091-3092-3093-3094-3095-3096-3097-3098-3099-3100-3101-3102-3103-3104-3105-3106-3107-3108-3109-3110-3111-3112-3113-3114-3115-3116-3117-3118-3119-3120-3121-3122-3123-3124-3125-3126-3127-3128-3129-3130-3131-3132-3133-3134-3135-3136-3137-3138-3139-3140-3141-3142-3143-3144-3145-3146-3147-3148-3149-3150-3151-3152-3153-3154-3155-3156-3157-3158-3159-3160-3161-3162-3163-3164-3165-3166-3167-3168-3169-3170-3171-3172-3173-3174-3175-3176-3177-3178-3179-3180-3181-3182-3183-3184-3185-3186-3187-3188-3189-3190-3191-3192-3193-3194-3195-3196-3197-3198-3199-3200-3201-3202-3203-3204-3205-3206-3207-3208-3209-3210-3211-3212-3213-3214-3215-3216-3217-3218-3219-3220-3221-3222-3223-3224-3225-3226-3227-3228-3229-3230-3231-3232-3233-3234-3235-3236-3237-3238-3239-3240-3241-3242-3243-3244-3245-3246-3247-3248-3249-3250-3251-3252-3253-3254-3255-3256-3257-3258-3259-3260-3261-3262-3263-3264-3265-3266-3267-3268-3269-3270-3271-3272-3273-3274-3275-3276-3277-3278-3279-3280-3281-3282-3283-3284-3285-3286-3287-3288-3289-3290-3291-3292-3293-3294-3295-3296-3297-3298-3299-3300-3301-3302-3303-3304-3305-3306-3307-3308-3309-3310-3311-3312-3313-3314-3315-3316-3317-3318-3319-3320-3321-3322-3323-3324-3325-3326-3327-3328-3329-3330-3331-3332-3333-3334-3335-3336-3337-3338-3339-3340-3341-3342-3343-3344-3345-3346-3347-3348-3349-3350-3351-3352-3353-3354-3355-3356-3357-3358-3359-3360-3361-3362-3363-3364-3365-3366-3367-3368-3369-3370-3371-3372-3373-3374-3375-3376-3377-3378-3379-3380-3381-3382-3383-3384-3385-3386-3387-3388-3389-3390-3391-3392-3393-3394-3395-3396-3397-3398-3399-3400-3401-3402-3403-3404-3405-3406-3407-3408-3409-3410-3411-3412-3413-3414-3415-3416-3417-3418-3419-3420-3421-3422-3423-3424-3425-3426-3427-3428-3429-3430-3431-3432-3433-3434-3435-3436-3437-3438-3439-3440-3441-3442-3443-3444-3445-3446-3447-3448-3449-3450-3451-3452-3453-3454-3455-3456-3457-3458-3459-3460-3461-3462-3463-3464-3465-3466-3467-3468-3469-3470-3471-3472-3473-3474-3475-3476-3477-3478-3479-3480-3481-3482-3483-3484-3485-3486-3487-3488-3489-3490-3491-3492-3493-3494-3495-3496-3497-3498-3499-3500-3501-3502-3503-3504-3505-3506-3507-3508-3509-3510-3511-3512-3513-3514-3515-3516-3517-3518-3519-3520-3521-3522-3523-3524-3525-3526-3527-3528-3529-3530-3531-3532-3533-3534-3535-3536-3537-3538-3539-3540-3541-3542-3543-3544-3545-3546-3547-3548-3549-3550-3551-3552-3553-3554-3555-3556-3557-3558-3559-3560-3561-3562-3563-3564-3565-3566-3567-3568-3569-3570-3571-3572-3573-3574-3575-3576-3577-3578-3579-3580-3581-3582-3583-3584-3585-3586-3587-3588-3589-3590-3591-3592-3593-3594-3595-3596-3597-3598-3599-3600-3601-3602-3603-3604-3605-3606-3607-3608-3609-3610-3611-3612-3613-3614-3615-3616-3617-3618-3619-3620-3621-3622-3623-3624-3625-3626-3627-3628-3629-3630-3631-3632-3633-3634-3635-3636-3637-3638-3639-3640-3641-3642-3643-3644-3645-3646-3647-3648-3649-3650-3651-3652-3653-3654-3655-3656-3657-3658-3659-3660-3661-3662-3663-3664-3665-3666-3667-3668-3669-3670-3671-3672-3673-3674-3675-3676-3677-3678-3679-3680-3681-3682-3683-3684-3685-3686-3687-3688-3689-3690-3691-3692-3693-3694-3695-3696-3697-3698-3699-3700-3701-3702-3703-3704-3705-3706-3707-3708-3709-3710-3711-3712-3713-3714-3715-3716-3717-3718-3719-3720-3721-3722-3723-3724-3725-3726-3727-3728-3729-3730-3731-3732-3733-3734-3735-3736-3737-3738-3739-3740-3741-3742-3743-3744-3745-3746-3747-3748-3749-3750-3751-3752-3753-3754-3755-3756-3757-3758-3759-3760-3761-3762-3763-3764-3765-3766-3767-3768-3769-3770-3771-3772-3773-3774-3775-3776-3777-3778-3779-3780-3781-3782-3783-3784-3785-3786-3787-3788-3789-3790-3791-3792-3793-3794-3795-3796-3797-3798-3799-3800-3801-3802-3803-3804-3805-3806-3807-3808-3809-3810-3811-3812-3813-3814-3815-3816-3817-3818-3819-3820-3821-3822-3823-3824-3825-3826-3827-3828-3829-3830-3831-3832-3833-3834-3835-3836-3837-3838-3839-3840-3841-3842-3843-3844-3845-3846-3847-3848-3849-3850-3851-3852-3853-3854-3855-3856-3857-3858-3859-3860-3861-3862-3863-3864-3865-3866-3867-3868-3869-3870-3871-3872-3873-3874-3875-3876-3877-3878-3879-3880-3881-3882-3883-3884-3885-3886-3887-3888-3889-3890-3891-3892-3893-3894-3895-3896-3897-3898-3899-3900-3901-3902-3903-3904-3905-3906-3907-3908-3909-3910-3911-3912-3913-3914-3915-3916-3917-3918-3919-3920-3921-3922-3923-3924-3925-3926-3927-3928-3929-3930-3931-3932-3933-3934-3935-3936-3937-3938-3939-3940-3941-3942-3943-3944-3945-3946-3947-3948-3949-3950-3951-3952-3953-3954-3955-3956-3957-3958-3959-3960-3961-3962-3963-3964-3965-3966-3967-3968-3969-3970-3971-3972-3973-3974-3975-3976-3977-3978-3979-3980-3981-3982-3983-3984-3985-3986-3987-3988-3989-3990-3991-3992-3993-3994-3995-3996-3997-3998-3999-4000-4001-4002-4003-4004-4005-4006-4007-4008-4009-4010-4011-4012-4013-4014-4015-4016-4017-4018-



NO \_\_\_\_\_

**IN THE MATTER OF APPROVING THE VOLUNTEER FIRE CONTRACTS AND  
AUTHORIZING THE PRESIDENT TO EXECUTE THE NEW CONTRACT**

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There came on this day for consideration the matter of approving the Volunteer Fire Contracts

It appears to this Board the Chancery Clerk is requesting this Board to renew the Volunteer Fire Contracts with each volunteer fire unit as attached hereto as Exhibit A since it expires at the end of the four (4) year term of 1/4/2016 and

It appears to this Board the contract is in order but is the general consensus of this Board for the contract to be modified to automatically renew unless otherwise terminated by either party

After motion by Shelton Deanes and second by Joe Chandler this Board doth vote unanimously to authorize and approve to renew the Volunteer Fire Contracts with each Volunteer Fire Unit and further authorizes the President to execute the said contract.

SO ORDERED this the 28<sup>th</sup> day of August, 2016



President



Old contract  
(Expired)

## CONTRACT FOR FIRE PROTECTION SERVICE

This Contract is entered into by and between the Clay County Board of Supervisors, as the governing authority of Clay County, hereinafter referred as "County", and the \_\_\_\_\_ Volunteer Fire Department, Inc, hereinafter referred to as "Fire Department," for the express purpose of providing fire protection, and other services normally provided by fire service organizations in the areas and under the circumstances herein below described

### I AUTHORITY

This Contract is entered into pursuant to the authority of §83-1-39, §19-5-175, and §19-5-233 of the Mississippi Code. The Fire Department is designated as the Fire Protection Services Provider for all of the area served by and assigned to the Fire Department

### II TERM

The term of this contract shall be for the remainder of the current term of the Board of Supervisors, commencing on the date this Contract is approved by the Board of Supervisors and the Commissioner of Insurance, ~~terminating~~ on the first Monday of January, 2016. This contract shall automatically renew on the first Monday of January, 2016 for an additional four (4) year term to coincide with the term of office of the Board of Supervisors unless any party hereto shall, in writing, notify the other parties that said automatic extension shall not take effect. If renewed without any changes written notification must be sent to the Commissioner of Insurance and State Fire Coordinator of such action. In the event changes are made the Commissioner of Insurance must approve the new contract.

### III TERMINATION

Any party may terminate this Contract by giving written notice to all other parties upon thirty (30) days notice

### IV SERVICE AREA

Fire Department shall provide fire protection services, and other emergency services normally provided by fire service providers as training and equipment permit, in the geographical area described in Exhibit "A" attached hereto and made a part hereof, but said designation of service area shall not inhibit or prevent the Fire Department from answering mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of the County or adjoining Counties when feasible

Neither party to this agreement makes any representation that the facilities, equipment, and or manpower to be provided are adequate for the intended purpose

Both parties recognize the nature of the volunteer services is to respond with the facilities and manpower at hand and to do the best possible job under the conditions at the time

## V COUNTY RESPONSIBILITIES

### A EQUIPMENT, BUILDINGS, AND INVENTORY

The County shall make available to the Fire Department during the life of this Contract and any extension hereof various items of fire-fighting equipment and other appropriate emergency equipment reasonably related to fire protection services, all of which shall be titled to Clay County and documented on the Property Inventory of the County. **The County shall provide the Volunteer Fire Unit with at least one fire truck and a building to house such truck.** Any other emergency equipment on loan from state or federal agencies and assigned by the County to the use of the Fire Department shall be inventoried as County equipment. All County owned buildings provided for the use of the Fire Department for the housing of equipment shall be inventoried by the County. All equipment or buildings purchased in whole or in part with State or County funds shall be deemed owned by the County. This paragraph is not to be considered as a limitation on the ability of the Fire Department or the Districts to own property.

### B INSURANCE AND BENEFITS

- (i) The County shall pay the cost to provide comprehensive and liability insurance coverage on all County owned motor vehicles, fire fighting equipment and buildings assigned to the use of the Fire Department. The County shall also pay the cost to provide such liability insurance coverage as the Tort Claims Board or State Law determines to be necessary to protect the Fire Department against the risk of claims or lawsuits for which it may be liable under the Tort Claims Act.
- (ii) It is agreed and understood that the Fire Department desires for its volunteers to be covered for any injury or death which may occur at any time the volunteer may be on a fire protection service call or during a training exercise or at any other time while performing Fire Department duties and responsibilities. It is recognized by the County that such coverage would encourage citizens to participate in the Fire Department activities, thereby enhancing fire protection for the entire County, and it would be more economical and a cost savings to the County for all volunteers in all volunteer fire departments operated in the County to be covered under

a special Workers' Compensation Rider for volunteers currently offered as part of the County's regular Workers' Compensation Policy. Also, a master policy covering additional accidental death and dismemberment for all volunteers in all fire departments in the County would be more economical than separate policies for each Department. Therefore, the County agrees to provide such Workers' Compensation coverage for volunteers as a rider on the County's regular Workers' Compensation coverage so long as it is offered by the insurance carrier, and further agrees to provide additional insurance policy for accidental death and dismemberment coverage for volunteer firemen activities in an amount as determined by the County. The cost of these insurance coverages shall be paid by the County from the County General Fund as appropriations. **All accident and/or medical claims incurred in the line of duty shall be filed under the County's workers compensation policy**

(iii) It shall be the responsibility of the Fire Department to maintain and provide to the County through the County Fire Coordinator a current membership roster of all volunteers and to promptly notify the County through the Fire Coordinator of changes. Nothing herein shall be construed as designating volunteer fire fighters as County employees. The County shall incur no liability or responsibility for the failure of the Fire Department to provide a current membership roster or notify the County of changes. It is specifically understood and agreed that the Workers' Compensation coverage shall not extend to fund-raiser activities or events in which members of the Fire Department may be participating outside of normal fire protection activities or training, unless such activities are deemed to be covered by the carrier. This paragraph is not to be considered as a limitation on the ability of the Fire Department to secure other or additional insurance coverages.

(iv) **Each volunteer fireman shall receive \$100.00 off the ad valorem portion of his/her car tag**

## VI FINANCIAL SUPPORT

There are currently seven (7) volunteer fire departments serving all areas of Clay County outside the city of West Point, Mississippi. The undersigned Fire Department is one of the seven departments. Funding from the County derived through State Insurance Rebate Funds and the County Fire Protection Levy shall be budgeted

equally between all approved fire departments providing fire protection services to a designated area of the County. In return for the rural fire protection service provided by the Volunteer Fire Departments in Clay County, the Board of Supervisors will pay to the undersigned Volunteer Fire Unit a sum of FOUR THOUSAND DOLLARS (\$4,000 00) per year in each year of this contract. In addition the Board may, in its sole discretion, pay over to the Volunteer Fire Departments, as the funds become available to the County, all or part of an amount equal to one-seventh (1/7<sup>th</sup>) of the County fire insurance rebate funds received during the fiscal year, and one-seventh (1/7<sup>th</sup>) of the County tax millage required under Section 83-1-39 of the Mississippi Code, less (1) any insurance premiums paid by the County for fire protection, (2) any telephone expenses paid by the County for any fire protection services, (3) expenses of radio repairs made in whole or in part to improve fire protection in the County, and (4) any other expenses incurred by the County for fire protection services. Additional appropriations may be made by the County from time to time in aid of particular fire departments or for a particular special project, but each additional appropriation shall be expressly within the sole discretion of the County. The expenditure of County funds budgeted for the Fire Department shall be according to the procedures and for the purposes provided by State Law. In order to facilitate major expenditures for fire fighting equipment and/or capital construction, the County may pledge a portion of these budgeted funds as security. The Fire Department shall annually submit a detailed budget request through the County Fire Coordinator not later than July 1. The Fire Department shall meet the reporting requirements of the State Commissioner of Insurance in order to receive funding through the County budget appropriation.

#### VII FIRE DEPARTMENT MEMBERSHIP

The Fire Department warrants that it is a duly chartered and active volunteer fire department having a roster of qualified fire fighters of which not less than fifty percent (50%) have completed, or are in the process of completing training recommended by the State Fire Academy. Fire fighters must be at least the minimum age at which the Mississippi Fire Academy will accept students for training and testing as "Certified Volunteer Fire Fighters, Level I". Only properly licensed and trained personnel will be allowed to operate motor vehicle equipment owned by the County. It is required that each driver must successfully complete the Emergency Driver Safety Course. Further, the Board agrees to reimburse the cost of the Emergency Medical Responders (EMR) training of the members of the Volunteer Fire Unit as long as a certificate showing that the fire fighter passed the course is provided. At least monthly, the Volunteer Fire Unit shall provide to the Clay County Chancery Clerk a roster of the members of the unit.

It is understood that the Fire Department may in its discretion operate a Junior Membership Program for volunteers at least fifteen (15) years or age for the purpose of public interest, recruitment and education. However, such Junior Members shall not take part in emergency services provided by the Fire Department. Such Junior

Members shall not be covered under the insurance described herein above and such Program shall be at the sole risk and under the sole control of the Fire Department

The Fire Department shall maintain a membership roster containing the names, addresses, dates of birth, and level of completed training for all fire fighters. The roster shall be updated and filed with the County through the County Fire Coordinator at least annually by the date set by the County Fire Coordinator. Any changes, additions, or deletions to the roster shall be immediately reported to the County Fire Coordinator. No alcoholic beverages shall be allowed on the County premises assigned to the use of the Fire Department and no fire fighter shall be allowed to respond to an emergency call while under the influence of alcohol or drugs. The monitoring of this requirement shall be the sole responsibility of the Fire Department.

#### VIII FIRE DEPARTMENT RECORDS

Records of all alarms shall be maintained on the state reporting system, (MFIRS) with monthly reports to the County through the Fire Coordinator. Documentation of all personal injuries, accidents or property damage must be recorded and reported to the County through the Fire Coordinator within 24 hours following the occurrence. The Fire Department must maintain auditable records for the receipt and expenditure of any and all funds which may be appropriated directly to the Fire Department from the County and a copy of the Fire Department's annual audit shall be provided to the County. The Department shall make available to the County through the County Fire Coordinator a copy of receipts of purchases made with County funds.

#### IX EQUIPMENT AND BUILDING MAINTENANCE

The Fire Department shall maintain all equipment, motor vehicles and County buildings assigned to it in a clean, safe, reliable operating condition, and shall provide repairs, maintenance, operating costs, and licenses from funds allocated or budgeted for such purposes by the County or from the Fire department's own independently generated funds, and shall return the County property in as good condition as when received, except for ordinary wear and depreciation. The maintenance and safety of the equipment will be the exclusive responsibility of the Fire Department. The Fire Department will provide inspection, repair, proper testing and preservation of the equipment on a specified regular schedule. Records of such shall be a part of the Fire Department's annual report filed with the County Fire Coordinator. The County and County Fire Coordinator shall be authorized to inspect all County property at any time.

#### X EQUIPMENT USAGE

The equipment assigned to the Fire Department shall be used for the sole purpose of providing fire protection or other approved emergency services related to the providing of fire protection for the general public of the County with specific

responsibility to the geographical area assigned to the Department and as described on Exhibit "A" or as may be hereafter amended. Additionally, the Fire Department shall be responsible for responding to mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of Clay County or adjoining counties. When responding to such emergency calls, the Fire Department shall cooperate with all other fire departments or agencies responding. The Fire Department shall have complete control of the manner and method of operating the County's equipment, the selection of personnel, and the adoption of safety and other regulations, so as to provide to the Fire Department the complete control of the manner in which such equipment is operated. However, it is expected that County equipment will not be abused and safety shall be a priority consideration in responding to calls.

#### XI IMPROVEMENTS

Diligent effort shall be made by the Fire Department to attain the most effective fire insurance rating for the area or areas being served.

#### XII COUNTY LIMITATIONS

The County, its officers, and employees shall exercise no control over the operation of the Fire Department, and nothing contained herein shall be construed as an expressed or implied undertaking on the part of the County to contribute to the operation and performance of the Fire Department.

#### XIII COOPERATION WITH COUNTY FIRE COORDINATOR

State law requires that the County employ a County Fire Coordinator to act as liaison between the Board of Supervisors, the State Fire Coordinator, the Commissioner of Insurance, the State Rating Bureau, and the various Fire Departments. The duties of the Fire Coordinator shall include, but not be limited to, administrative functions as requested by the Board relative to all Fire Department actions. The Fire Departments and/or Fire Districts shall acknowledge and cooperate in this regard. Rebate funds and insurance policies require accurate and timely reports that will be requested from the Fire Department by the Fire Coordinator. It is agreed and understood that the failure to file these reports can result in withdrawal of funds or insurance coverage. The Fire Coordinator shall, with participation from the Fire Departments, submit a five year plan of development for Board approval. The Fire Coordinator shall report annually on progress. **The Volunteer Fire Unit shall file fire run reports at least monthly with the Mississippi State Fire Marshall's Office. The unit shall further submit to the County an annual accounting of receipts and expenditures for the year and certification from the State Fire Marshall's office that the unit is in compliance with run filings.**

XIV EFFECTIVE DATE

This agreement shall be effective as the latest date executed by the parties and shall supercede all previous agreements between the parties

Approved and authorized by the Clay County Board of Supervisors on the \_\_\_\_\_ day of July, 2012

CLAY COUNTY MISSISSIPPI

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

ATTEST

\_\_\_\_\_  
Chancery Clerk

Approved and authorized by the \_\_\_\_\_ Volunteer Fire Department, Inc on the \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
VOLUNTEER FIRE  
DEPARTMENT, INC

By \_\_\_\_\_  
President

ATTEST

\_\_\_\_\_  
Secretary

APPROVED

\_\_\_\_\_  
COMMISSIONER OF INSURANCE

\_\_\_\_\_  
DATE

**CONTRACT FOR FIRE PROTECTION SERVICE**

This Contract is entered into by and between the Clay County Board of Supervisors, as the governing authority of Clay County, hereinafter referred as "County", and the \_\_\_\_\_ Volunteer Fire Department, Inc, hereinafter referred to as "Fire Department," for the express purpose of providing fire protection, and other services normally provided by fire service organizations in the areas and under the circumstances herein below described

**I AUTHORITY**

This Contract is entered into pursuant to the authority of §83-1-39, §19-5-175, and §19-5-233 of the Mississippi Code. The Fire Department is designated as the Fire Protection Services Provider for all of the area served by and assigned to the Fire Department

**II TERM**

The term of this contract shall be for the remainder of the current term of the Board of Supervisors, commencing on the date this Contract is approved by the Board of Supervisors and the Commissioner of Insurance, terminating on the first Monday of January, 2020. This contract shall automatically renew on the first Monday of January, 2020, for an additional four (4) year term to coincide with the term of office of the Board of Supervisors unless any party hereto shall, in writing, notify the other parties that said automatic extension shall not take effect. If renewed without any changes written notification must be sent to the Commissioner of Insurance and State Fire Coordinator of such action. In the event changes are made the Commissioner of Insurance must approve the new contract

**III TERMINATION**

Any party may terminate this Contract by giving written notice to all other parties upon thirty (30) days notice

**IV SERVICE AREA**

Fire Department shall provide fire protection services, and other emergency services normally provided by fire service providers as training and equipment permit, in the geographical area described in Exhibit "A" attached hereto and made a part hereof, but said designation of service area shall not inhibit or prevent the Fire Department from answering mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of the County or adjoining Counties when feasible

Neither party to this agreement makes any representation that the facilities, equipment, and or manpower to be provided are adequate for the intended purpose



Both parties recognize the nature of the volunteer services is to respond with the facilities and manpower at hand and to do the best possible job under the conditions at the time

V COUNTY RESPONSIBILITIES

A EQUIPMENT, BUILDINGS, AND INVENTORY

The County shall make available to the Fire Department during the life of this Contract and any extension hereof various items of fire-fighting equipment and other appropriate emergency equipment reasonably related to fire protection services, all of which shall be titled to Clay County and documented on the Property Inventory of the County. The County shall provide the Volunteer Fire Unit with at least one fire truck and a building to house such truck. Any other emergency equipment on loan from state or federal agencies and assigned to the designated Volunteer Fire Department to use shall be covered on the County's general liability insurance policy. All County owned buildings provided for the use of the Fire Department for the housing of equipment shall be inventoried by the County. All equipment or buildings purchased in whole or in part with State or County funds shall be deemed owned by the County. This paragraph is not to be considered as a limitation on the ability of the Fire Department or the Districts to own property.

B INSURANCE AND BENEFITS

- (i) The County shall pay the cost to provide comprehensive and liability insurance coverage on all County owned motor vehicles, fire fighting equipment and buildings assigned to the use of the Fire Department. The County shall also pay the cost to provide such liability insurance coverage as the Tort Claims Board or State Law determines to be necessary to protect the Fire Department against the risk of claims or lawsuits for which it may be liable under the Tort Claims Act.
- (ii) It is agreed and understood that the Fire Department desires for its volunteers to be covered for any injury or death which may occur at any time the volunteer may be on a fire protection service call or during a training exercise or at any other time while performing Fire Department duties and responsibilities. It is recognized by the County that such coverage would encourage citizens to participate in the Fire Department activities, thereby enhancing fire protection for the entire County, and it would be more economical and a cost savings to the County for all volunteers in all volunteer

fire departments operated in the County to be covered under a special Workers' Compensation Rider for volunteers currently offered as part of the County's regular Workers' Compensation Policy. Also, a master policy covering additional accidental death and dismemberment for all volunteers in all fire departments in the County would be more economical than separate policies for each Department. Therefore, the County agrees to provide such Workers' Compensation coverage for volunteers as a rider on the County's regular Workers' Compensation coverage so long as it is offered by the insurance carrier, and further agrees to provide additional insurance policy for accidental death and dismemberment coverage for volunteer firemen activities in an amount as determined by the County. The cost of these insurance coverages shall be paid by the County from the Volunteer Fire Fund as appropriated. All accident and/or medical claims incurred in the line of duty shall be filed under the County's workers compensation policy.

(iii) It shall be the responsibility of the Fire Department to maintain and provide to the County through the County Fire Coordinator a current membership roster of all volunteers and to promptly notify the County through the Fire Coordinator of changes. Nothing herein shall be construed as designating volunteer fire fighters as County employees. The County shall incur no liability or responsibility for the failure of the Fire Department to provide a current membership roster or notify the County of changes. It is specifically understood and agreed that the Workers' Compensation coverage shall not extend to fund-raiser activities or events in which members of the Fire Department may be participating outside of normal fire protection activities or training, unless such activities are deemed to be covered by the carrier. This paragraph is not to be considered as a limitation on the ability of the Fire Department to secure other or additional insurance coverages.

(iv) Each volunteer fireman who meets the requirements of Section 27-51-42.2 of the Mississippi Code of 1972 shall receive an exemption from ad valorem taxes on one vehicle owned by such volunteer fireman in the amounts allowed by such statute.

## VI FINANCIAL SUPPORT

There are currently seven (7) volunteer fire departments serving all areas of Clay County outside the city of West Point, Mississippi. The undersigned Fire Department

is one of the seven departments. Funding from the County derived through State Insurance Rebate Funds and the County Fire Protection Levy shall be budgeted equally between all approved fire departments providing fire protection services to a designated area of the County. In return for the rural fire protection service provided by the Volunteer Fire Departments in Clay County, the Board of Supervisors will pay to the undersigned Volunteer Fire Unit a sum of FOUR THOUSAND DOLLARS (\$4,000 00) per year in each year of this contract. In addition the Board may, in its sole discretion, pay over to the Volunteer Fire Departments, as the funds become available to the County, all or part of an amount equal to one-seventh (1/7<sup>th</sup>) of the County fire insurance rebate funds received during the fiscal year, less (1) any insurance premiums paid by the County for fire protection, (2) any other expenses incurred by the County for fire protection services, including debt service incurred by the County for fire protection services. Additional appropriations may be made by the County from time to time in aid of particular fire departments or for a particular special project, but each additional appropriation shall be expressly within the sole discretion of the County. The expenditure of County funds budgeted for the Fire Department shall be according to the procedures and for the purposes provided by State Law. In order to facilitate major expenditures for fire fighting equipment and/or capital construction, the County may pledge a portion of these budgeted funds as security. The Fire Department shall annually submit a detailed budget request through the County Fire Coordinator not later than July 1. The Fire Department shall meet the reporting requirements of the State Commissioner of Insurance in order to receive funding through the County budget appropriation.

## VII FIRE DEPARTMENT MEMBERSHIP

The Fire Department warrants that it is a duly chartered and active volunteer fire department having a roster of qualified fire fighters of which not less than fifty percent (50%) have completed, or are in the process of completing training recommended by the State Fire Academy. Fire fighters must be at least the minimum age at which the Mississippi Fire Academy will accept students for training and testing as "Certified Volunteer Fire Fighters, Level I". Only properly licensed and trained personnel will be allowed to operate motor vehicle equipment owned by the County. It is required that each driver must successfully complete the Emergency Driver Safety Course. Further, the Board agrees to reimburse the cost of the Emergency Medical Responders (EMR) training of the members of the Volunteer Fire Unit as long as a certificate showing that the fire fighter passed the course is provided. At least monthly, the Volunteer Fire Unit shall provide to the Clay County Chancery Clerk a roster of the members of the unit.

It is understood that the Fire Department may in its discretion operate a Junior Membership Program for volunteers at least fifteen (15) years or age for the purpose of public interest, recruitment and education. However, such Junior Members shall not take part in emergency services provided by the Fire Department. Such Junior Members shall not be covered under the insurance described herein above and such Program shall be at the sole risk and under the sole control of the Fire Department.

The Fire Department shall maintain a membership roster containing the names, addresses, dates of birth, and level of completed training for all fire fighters. The roster shall be updated and filed with the County through the County Fire Coordinator at least annually by the date set by the County Fire Coordinator. Any changes, additions, or deletions to the roster shall be immediately reported to the County Fire Coordinator. No alcoholic beverages shall be allowed on the County premises assigned to the use of the Fire Department and no fire fighter shall be allowed to respond to an emergency call while under the influence of alcohol or drugs. The monitoring of this requirement shall be the sole responsibility of the Fire Department.

#### VIII FIRE DEPARTMENT RECORDS

Records of all alarms shall be maintained on the state reporting system (MS Fire Bridge) with monthly reports to the County through the Fire Coordinator. Documentation of all personal injuries, accidents or property damage must be recorded and reported to the County through the Fire Coordinator within 24 hours following the occurrence. The Fire Department must maintain auditable records for the receipt and expenditure of any and all funds which may be appropriated directly to the Fire Department from the County and a copy of the Fire Department's annual audit shall be provided to the County. The Department shall make available to the County through the County Fire Coordinator a copy of receipts of purchases made with County funds.

#### IX EQUIPMENT AND BUILDING MAINTENANCE

The Fire Department shall maintain all equipment, motor vehicles and County buildings assigned to it in a clean, safe, reliable operating condition, and shall provide repairs, maintenance, operating costs, and licenses from funds allocated or budgeted for such purposes by the County or from the Fire department's own independently generated funds, and shall return the County property in as good condition as when received, except for ordinary wear and depreciation. The maintenance and safety of the equipment will be the exclusive responsibility of the Fire Department. The Fire Department will provide inspection, repair, proper testing and preservation of the equipment on a specified regular schedule. Records of such shall be a part of the Fire Department's annual report filed with the County Fire Coordinator. The County and County Fire Coordinator shall be authorized to inspect all County property at any time.

#### X EQUIPMENT USAGE

The equipment assigned to the Fire Department shall be used for the sole purpose of providing fire protection or other approved emergency services related to the providing of fire protection for the general public of the County with specific responsibility to the geographical area assigned to the Department and as described on Exhibit "A" or as may be hereafter amended. Additionally, the Fire Department shall be responsible for responding to mutual assistance calls from other fire departments or entities under mutual assistance agreements in other areas of Clay County or adjoining counties. When responding to such emergency calls, the Fire Department shall cooperate with all other fire departments or agencies responding. The Fire Department shall have complete control of the manner and method of operating the County's equipment, the selection of personnel, and the adoption of safety and other regulations, so as to provide to the Fire Department the complete control of the manner in which such equipment is operated. However, it is expected that County equipment will not be abused and safety shall be a priority consideration in responding to calls.

#### XI IMPROVEMENTS

Diligent effort shall be made by the Fire Department to attain the most effective fire insurance rating for the area or areas being served.

#### XII COUNTY LIMITATIONS

The County, its officers, and employees shall exercise no control over the operation of the Fire Department, and nothing contained herein shall be construed as an expressed or implied undertaking on the part of the County to contribute to the operation and performance of the Fire Department.

#### XIII COOPERATION WITH COUNTY FIRE COORDINATOR

State law requires that the County employ a County Fire Coordinator to act as liaison between the Board of Supervisors, the State Fire Coordinator, the Commissioner of Insurance, the State Rating Bureau, and the various Fire Departments. The duties of the Fire Coordinator shall include, but not be limited to, administrative functions as requested by the Board relative to all Fire Department actions. The Fire Departments and/or Fire Districts shall acknowledge and cooperate in this regard. Rebate funds and insurance policies require accurate and timely reports that will be requested from the Fire Department by the Fire Coordinator. It is agreed and understood that the failure to file these reports can result in withdrawal of funds or insurance coverage. The Fire Coordinator shall, with participation from the Fire Departments, submit a five year plan of development for Board approval. The Fire Coordinator shall report annually on progress. The Volunteer Fire through the Volunteer Fire Coordinator Unit shall file fire run reports at least monthly with the Mississippi State Fire Marshall's Office. The unit shall further submit to the County an annual accounting

of receipts, and expenditures for the year and certification from the State Fire Marshall's office that the unit is in compliance with run filings

XIV EFFECTIVE DATE

This agreement shall be effective as the latest date executed by the parties and shall supercede all previous agreements between the parties

Approved and authorized by the Clay County Board of Supervisors on the 28<sup>th</sup> day of January, 2016

CLAY COUNTY MISSISSIPPI

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

ATTEST

\_\_\_\_\_  
Chancery Clerk

Approved and authorized by the \_\_\_\_\_ Volunteer Fire  
Department, Inc on the \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
VOLUNTEER FIRE  
DEPARTMENT, INC

By \_\_\_\_\_  
President

ATTEST

\_\_\_\_\_  
Secretary

APPROVED

\_\_\_\_\_  
COMMISSIONER OF INSURANCE

\_\_\_\_\_  
DATE

NO \_\_\_\_\_

**IN THE MATTER OF APPROVING TO STRIKE AND VOID THE SALE OF PARCEL  
NO. 08C116A 0220000 WHICH WAS INADVERTANTLY KEYED INCORRECTLY  
FOR YEAR 2009**

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There came on this day for consideration the matter of approving to strike and void the sale of parcel no 08C116A 0220000 which was inadvertently keyed incorrectly for year 2009

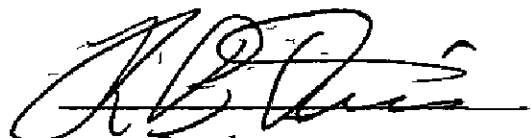
It appears to this Board in the updating process for ad valorem tax assessment year 2009 parcel no 08C116A 0220000 was keyed with the first time the said parcel was keyed, it was inadvertently keyed incorrectly as parcel no 08C116A 0220000 and the second time it was keyed it was keyed correctly as parcel no 082C116A 0220000, and,

It appears to this Board the said keying error was never deleted or removed from the roll and was struck to state at the tax sale and further, upon maturity, the said parcel was forfeited and certified to the State of Mississippi.

It appears to this Board the Chancery Clerk is requesting this Board's approval to void and strike the sale of the first parcel which was inadvertently keyed incorrectly and then further reported as Forfeited Lands to the State of MS as attached hereto as Exhibit A.

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize and approve to void and strike the sale of the 2009 County taxes for the first parcel which was inadvertently keyed incorrectly and then further reported as Forfeited Lands to the State of MS as attached hereto as Exhibit A.

SO ORDERED, this the 28<sup>th</sup> day of January, 2016

  
President

Master File Inquiry - by Name

Opt 5=Display 6=View Prior Delinquent

Position To \_\_\_\_\_ Receipt # \_\_\_\_\_

Sel	Landowner Name	State ID Number	CD Dsc	Receipt #
-	COLLINS GARY G	082C116A	0220000	2012 12197
-	COLLINS GARY G	082C116A	0220000	2010 12079
-	COLLINS GARY G	082C116A	0220000	1991 1886
-	COLLINS GARY G	082C116A	0220000	2003 1885
-	COLLINS GLORIA J	082A110B	0130900	1992 1885
-	COLLINS JESSIE	084C 18A	0020000	2005 2075
-	COLLINS JESSIE	084C 18A	0020000	2004 2064
-	COLLINS JESSIE B	084 07	0070400	2010 2092
-	COLLINS JESSIE B	084 07	0070400	2009 2079
-	COLLINS JESSIE B	084 07	0070400	2005 2076
-	COLLINS JESSIE B	084 07	0090000	2010 2093
-	COLLINS JESSIE B	084 07	0090000	2009 2080

More

F3=Exit

F11=Search by Parcel #

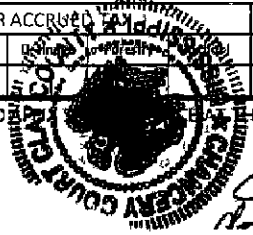


STATE OF MISSISSIPPI CLAY COUNTY CLAY JUDICIAL DISTRICT TAX FORFEITED LAND CERTIFICATE

581

Assessed Owner/Mailing Address		Legal Description	S	T	N/S	R	E/W	Acres	True Value	Printer's Fee	Sheriff's Fee	Damages	Interest	Clerk's Fee	Ex Clerk's Fee									
Assessed Owner: <u>GARY COLLINS</u>		Legal Description: <u>LOT 22 WESTWOOD SUB PT III</u>	<u>16</u>	<u>17</u>		<u>6</u>	<u>E</u>		<u>43924</u>	<u>6.00</u>	<u>4.00</u>	<u>150.40</u>	<u>16.72</u>	<u>08</u>										
Owner's Mailing Address: <u>461 Tedford Drive WEST POINT, MS 39773</u>			Property Address: <u>461 Tedford Drive WEST POINT MS</u>	Tax District Code: <u>3110</u>		Homestead Type: <u>REGULAR</u>		Exempt Code: <u>NONE</u>																
Email: _____		Parcel No / PPIN: <u>08 C116A 0220000</u>	Municipality: <u>WEST POINT</u>		School District: <u>WEST POINT</u>		Drainage District: _____																	
Phone No: _____		Prev Parcel No / PPIN: _____	Municipality: _____		School District: _____		Drainage District: _____																	
TAXES FOR YEAR SOLD				FIRST YEAR ACCRUED TAX				SECOND YEAR ACCRUED TAX				THIRD YEAR ACCRUED TAX												
County	Municipal	Levee	Drainage	Forestry	School	County	Municipal	Levee	Drainage	Forestry	School	County	Municipal	Levee	Drainage	Forestry	School	County	Municipal	Levee	Drainage	Forestry	School	Grand Total
<u>90.00</u>						<u>119.63</u>						<u>138.91</u>						<u>157.76</u>						<u>442.95</u>
Assessed Owner: <u>Justin Shelton</u>		Legal Description: <u>PT LOT 7 BIK 150 W 2</u>	<u>10</u>	<u>17</u>		<u>6</u>	<u>E</u>	<u>2.27</u>	<u>124050</u>	<u>6.00</u>	<u>8.00</u>	<u>248.92</u>	<u>231.56</u>	<u>304.74</u>										
Owner's Mailing Address: <u>911 6th Street N Columbus, MS 39701</u>			Property Address: <u>North Division Street West Point, MS</u>	Tax District Code: <u>4110</u>		Homestead Type: <u>NONE</u>		Exempt Code: <u>NONE</u>																
Email: _____		Parcel No / PPIN: <u>082 A110B 0360000</u>	Municipality: <u>WEST POINT</u>		School District: <u>WEST POINT</u>		Drainage District: _____																	
Phone No: _____		Prev Parcel No / PPIN: _____	Municipality: _____		School District: _____		Drainage District: _____																	
TAXES FOR YEAR SOLD				FIRST YEAR ACCRUED TAX				SECOND YEAR ACCRUED TAX				THIRD YEAR ACCRUED TAX												
County	Municipal	Levee	Drainage	Forestry	School	County	Municipal	Levee	Drainage	Forestry	School	County	Municipal	Levee	Drainage	Forestry	School	County	Municipal	Levee	Drainage	Forestry	School	Grand Total
<u>1490.38</u>						<u>599.13</u>						<u>635.12</u>						<u>989.11</u>						<u>2311.67</u>
Assessed Owner/Mailing Address		Legal Description	S	T	N/S	R	E/W	Acres	True Value	Printer's Fee	Sheriff's Fee	Damages	Interest	Clerk's Fee	Ex Clerk's Fee									
Assessed Owner		Legal Description																						
Owner's Mailing Address			Property Address	Tax District Code		Homestead Type		Exempt Code																
Email		Parcel No / PPIN	Municipality		School District		Drainage District																	
Phone No		Prev Parcel No / PPIN	Municipality		School District		Drainage District																	
TAXES FOR YEAR SOLD				FIRST YEAR ACCRUED TAX				SECOND YEAR ACCRUED TAX				THIRD YEAR ACCRUED TAX												
County	Municipal	Levee	Drainage	Forestry	School	County	Municipal	Levee	Drainage	Forestry	School	County	Municipal	Levee	Drainage	Forestry	School	County	Municipal	Levee	Drainage	Forestry	School	Grand Total

PLEASE COMPLETE USING A TYPEWRITER OR INK PEN THEN OFFICIALLY SIGN DATE AND THE END OF LIST



*[Signature]*  
Notarized 59th day of November 2013

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

**IN THE MATTER OF PAYING THE CLAY COUNTY CONSTABLES  
ACCORDING TO S.B 2860 BASED UPON THEIR GROSS FEE INCOME**

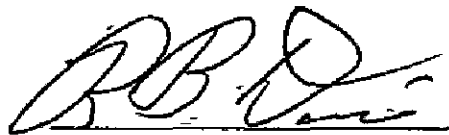
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There came on this day for consideration the matter of paying the Clay County, Mississippi constables according to S B 2860 based upon their gross fee income

It appears to this Board that the attached Exhibit "A" reflects the gross fee income of Constables Sherman Ivy and Lewis Stafford for the month of January 2016 as submitted by the Justice Court Clerk. It further appears that the attached Exhibit "A" represents the calculations and estimated contributions due to the Public Employees' Retirement System for each constable and the net fee income to be paid to each constable

After motion made by Shelton Deane and second by Lynn Horton this Board doth vote unanimously to have the Chancery Clerk transfer \$684 66 to the Payroll Clearing Account to be remitted to the Public Employees' Retirement System on behalf of the Clay County constables and to pay Sherman Ivy \$ 2,763 32 and Lewis Stafford \$2,067 02 as net fee income after the Public Employees' Retirement System deduction withheld for the month of January 2016

SO ORDERED, on this the 28th day of January, 2016



President

**Calculation of Estimated Contributions/Wages For Constables  
January 2016**

**Calculation**

	<b>Lewis Stafford</b>	<b>Sherman Ivy</b>	
Gross Fee Income *	\$2,360 00	\$3,155 00	<b>(Input)</b>
Minimum Withholding Rate	- 11%	- 11%	
Estimated Contributions	<u>\$259 60</u>	<u>\$347 05</u>	
Estimated Contributions	\$259 60	\$347 05	
Divided by PERS EE/ER	21 93%	21 93%	
Estimated Wages To Be Reported To PERS	<u>\$1,183 77</u>	<u>\$1,582 54</u>	
Estimated Wages	\$1,183 77	\$1,582 54	
Multiplied by PERS EE Rate	9 00%	9 00%	
Estimated PERS EE Contributions	<u>\$106 54</u>	<u>\$142 43</u>	
Estimated Wages	\$1,183 77	\$1,582 54	
Multiplied by PERS ER Rate	15 75%	15 75%	
Estimated PERS ER Contributions	<u>\$186 44</u>	<u>\$249 25</u>	

**\*\*Summary of Wages and Contributions to be reported to PERS For Constables \*\***

Estimated Wages	\$1,183 77	\$1,582 54	
Estimated PERS EE Contributions	\$106 54	\$142 43	248 97
Estimated PERS ER Contributions	\$186 44	\$249 25	435 69
Total Estimated Contributions	<u>\$292 98</u>	<u>\$391 68</u>	

**\*\*Funds to be Paid to Constables\*\***

Gross Fee Income	\$2,360 00	\$3,155 00
Less Total Estimated PERS EE/ER Contributions	<u>\$292 98</u>	<u>\$391 68</u>
Net Gross	\$2,067 02	\$2,763 32

Need an order to transfer to Payroll Clearing fund \$ 684 66 to remit with Retirement Contributions

\* Gross Fee Income is turned in to comptroller by the Justice Court Deputy

NO \_\_\_\_\_


**IN THE MATTER OF SPREADING ON THE MINUTES THE BCAP REPORT FOR  
DECEMBER 2015**

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There came on this day for consideration the matter of spreading on the minutes the BCAP Report for December 2015

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize and approve to spread on the minutes the BCAP report for December 2015 as attached hereto as Exhibit A

SO ORDERED this the 28<sup>th</sup> day of January, 2016



President

# Monthly BCAP Report

Dec-15

## Direct Control

Project	Hours	Beavers	Dams
Beasley rd	5	2	0
Barton Ferry Bryant	3	0	0
Wicks rd	45	2	0
Hwy 47 Barr	9	4	2
Hwy 46 Williamson	10	4	0
Hwy 46 Gipson	1	0	1
Baker rd-Turner	5	1	1
Lake Lilly rd Haas	6	6	2
Lake Grove rd	5	3	1

## T A Survey

Hours

25

Location

Tomcat rd, Happy Hollow rd, Una/Brand rd,  
Lake Lilly rd Harris, Deans rd, Brand Place

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 Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize and approve to go into closed session

SO ORDERED this the 28<sup>th</sup> day of January, 2016



President

**IN THE MATTER OF GOING FROM CLOSED SESSION TO EXECUTIVE SESSION  
AS ALLOWED UNDER SECTION 25-41-7 OF THE MISSISSIPPI CODE OF 1972**

---

There came on this day for consideration the matter of going from closed session to executive session as allowed under Section 25-41-7 of *The Mississippi Code of 1972*

After motion by Lynn Horton and second by Joe Chandler this Board doth vote unanimously to authorize and approve to go into executive session to discuss a personnel matter and a matter of economic development

SO ORDERED this the 28<sup>th</sup> day of January, 2016



President

NO \_\_\_\_\_

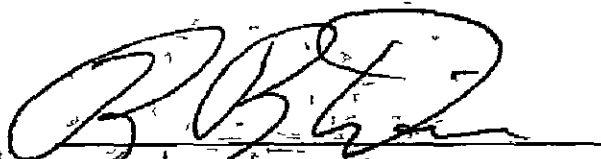
**IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION**

---

There came on this day for consideration the matter of coming out of Executive Session.

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize and approve to come out of Executive Session.

SO ORDERED this the 28<sup>th</sup> day of January, 2016



President

NO \_\_\_\_\_

**IN THE MATTER OF OPENING BIDS FOR THE BARTON FERRY ROAD-ESHMAN  
AVENUE ROADBED RECLAMATION AND SURFACING PROJECT**

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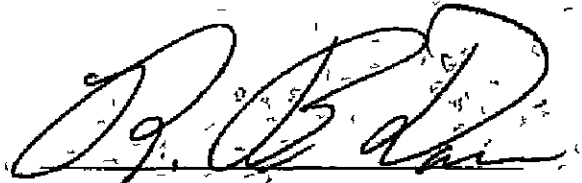
There came on this day for consideration the matter of opening bids for the Barton Ferry Road-Eshman Avenue Roadbed Reclamation and Surfacing Project.

It appears to this Board notice was given to the public of the said bid opening at 10 00 at the Clay Courthouse for the Barton Ferry Road- Eshman Avenue Roadbed Reclamation and Surfacing Project, and,

It appears to this Board three (3) bids have been received by this Board for the said project

After motion Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to authorize and approve to take the said bids under advisement for further review by the County Engineer

SO ORDERED this the 28<sup>th</sup> day of January, 2016



President



NO

**IN THE MATTER OF ACCEPTING THE DONATION FROM FOUR COUNTY  
ELECTRIC POWER ASSOCIATION AS DESIGNATED FOR THE CLAY COUNTY  
SHERIFF'S DEPARTMENT CANINE DRUG UNIT FUND**

---

There came on this day for consideration the matter of accepting the donation from Four County Electric Power Association as designated for the Clay County Sheriff's Department Canine Drug Unit Fund

It appears to this Board that the Sheriff is requesting this Board to accept the \$5,000 00 donation made by Four County Electric Power Association specifically to help in funding the operations of the Clay County Sheriff's Department Canine Drug Unit Fund

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize and approve to accept the said donation as stated above

SO ORDERED this the 28<sup>th</sup> day of January, 2016



President

NO \_\_\_\_\_

**IN THE MATTER OF AWARDING AND ACCEPTING THE BID OF FALCON  
CONTRACTING COMPANY INC FOR THE BARTON FERRY- ESHMAN AVENUE  
ROADBED RECLAMATION PROJECT**

---

There came on this day for consideration the matter of awarding and accepting the bid of Falcon Contracting Company Inc for the Barton Ferry-Eshman Avenue Road Bed Reclamation Project

It appears to this Board as attached hereto as Exhibit A are the results of the three (3) bids received on the roadbed reclamation project, and,

It appears to this Board after being reviewed by the County Engineer the lowest and best bid is that of Falcon Contracting Company Inc in the amount of \$1,670,492 30

After motion by Joe Chandler and second by Lynn Horton this Board doth vote unanimously to authorize and approve to accept and award the said bid for the Barton Ferry-Eshman Avenue Roadbed Reclamation Project to Falcon Contracting Company Inc

SO ORDERED this the 28<sup>th</sup> day of January, 2016



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President

**BID SHEET**  
CLAY COUNTY BOARD OF SUPERVISORS  
BARTON FERRY ROAD - ESHMAN AVENUE  
ROADBED RECLAMATION & SURFACING  
JANUARY 28, 2016 AT 10 00 A M  
CSE # 214132

<u>CONTRACTOR</u>	<u>TOTAL BASE BID</u>
APAC of MS License No 00095-MC	\$ <u>1,835,577.35</u>
Falcon Contracting License No 05973-MC	\$ <u>1,670,492.30</u>
Kimes & Stone Construction Co Inc License No 00561-MC	\$ _____
Riverside Traffic Systems Inc License No 07122-SC	\$ _____
Ausbern Construction Co Inc License No 08212-MC	\$ <u>1,746,749.65</u>

1,694,915.25 project estimate

noting to take under  
advertisement

M-4  
S-1

AWARDING CONTRACT AND ESTABLISHING THE PROJECT FUND

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT PROJECT NO DECD-0013(52)B

Clay COUNTY

WHEREAS the Department of Economic and Community Development has approved this Political Subdivision's application for the captioned project as required by Senate Bill 3042 1990 regular Legislative Session and

WHEREAS WE THE BOARD OF SUPERVISORS of Clay County Mississippi having advertised for bids on the above numbered project and proof of publication of said advertisement having been filed with the Clerk of the Board of Supervisors in the manner and form required by statute and

WHEREAS said Board has on this the 28 day of JANUARY, 2016 received and opened Bids on said project and

WHEREAS, the lowest regular bid was submitted by FALCON CONTRACTING Co, INC of COLUMBUS, MISSISSIPPI in the amount of \$ 1,670,492.30

NOW THEREFORE it is hereby ordered by the board of Supervisors of Clay County that the contract be awarded to FALCON CONTRACTING Co, INC subject to the approval of the State Aid Engineer and DECD and that the President of the Board be and is hereby authorized to execute the contract with the contractor after a satisfactory performance bond has been furnished

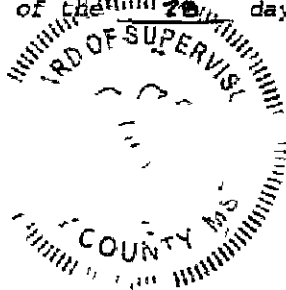
IT IS FURTHER ORDERED and the State Aid Engineer is hereby authorized to recommend that the Department of Economic Development establish a Project Fund in the amount of \$ 1,751,000.00 (including contingencies and testing) and an amount based on 14.904% of construction to cover engineering services for a total of \$ 249,000.00 said fund being comprised of \$ 0.00 County/City/other funds and Economic and Community Development funds (not to exceed) \$ 2,000,000.00 such project fund being for the purpose of covering the cost of all construction estimates right-of-way acquisition utility relocation engineering and other professional services authorized under this project

IT IS FURTHER ORDERED that the President of the Board is hereby authorized to execute supplemental agreements to the original contract which do not increase the cost of the project in excess of the project funds authorized herein It is further ordered that the State Aid Engineer be furnished a certified copy of this order

R.B. Davis  
President Board of Supervisors

Clay County

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 upon the minutes of said Board of Supervisors, Minute Book No 17 Page No 17 same having been adopted at a meeting of said Board of Supervisors of the 28 day of JANUARY 2016



J.P.B.  
Clerk of Board of Supervisors

Clay County

OFFICE OF  
STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
P O BOX 1850  
JACKSON MISSISSIPPI 39215 1850

H Carey Webb, P E  
State Aid Engineer  
Telephone: 359 7150  
www.msstateaidroads.us

412 Woodrow Wilson Avenue  
Jackson Mississippi 39216  
Fax 359 7141  
mail@osarc.state.ms.us

Board of Supervisors  
Clay County  
c/o Chancery Clerk  
West Point, MS 39773

gentlemen

RE DEPARTMENT OF ECONOMIC DEVELOPMENT  
PROJECT NO DECD-0013(52)B  
CLAY COUNTY

The Plans and Specifications for the above numbered project have been reviewed and are herewith approved. You are, therefore, authorized to advertise this project for bids. The work to be done under this project consists of **Roadbed Reclamation and Surfacing**.

The date for opening these bids has been set for **Thursday, January 28, 2016 at 10 00 a m** in the **Courthouse at West Point**.

In accordance with the Provisions of Section 31-7-13, Mississippi Code of 1972 as amended by House Bills numbered 901 and 1306 of the 1991 regular Legislative Session, the advertisement for receipt of bids on this project must be made once each week for two (2) consecutive weeks in a regular newspaper published in your county and, further, that the date as published for the bid opening shall not be less than fifteen (15) working days after the last published notice. The date as set above, should be no sooner than the sixteenth working day after the last advertisement appears in the newspaper.

We are returning herewith an approved copy of the Plans and Proposal Documents to be filed by your Clerk when advertisement is begun.

Sincerely,

H Carey Webb, P E  
State Aid Engineer

*Polly Robinson*

By Polly Robinson  
Administrative Assistant

pc Robert L. Calvert, P E, County Eng /Project Eng  
MS Procurement Technical Assistance Program  
Supervisor District(s) 1  
Jack Jackson, P E  
System Consultants Associates  
McGraw Hill Construction Dodge  
Mississippi Contract Procurement Center  
Associated General Contractors of Mississippi, Inc  
M R B A  
Project File

Advertisement DECD-County (Rev 10 9 08)

NO

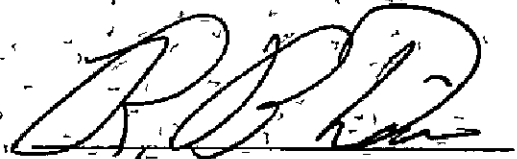
**IN THE MATTER OF AUTHORIZING TO SPREAD ON THE MINUTES THE  
CERTIFICATE OF ATTENDANCE OF TRAINING FOR THE CIRCUIT CLERK**

---

There came on this day for consideration the matter of authorizing to spread on the minutes the certificate of Attendance of Training for the Circuit Clerk

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to authorize and approve to spread on the minutes the Certificate of Attendance of Training for the Circuit Clerk

SO ORDERED this the 28<sup>th</sup> day of January, 2016



President



# Certificate of Attendance

The University of Mississippi Law Center  
Awards this Certificate to

**Robert "Bob" D. Harrell, Jr.**

for having attended the  
Circuit Court Clerks Conference  
Cabot Lodge Millsaps ~ Jackson, Mississippi  
January 13-15, 2016

conducted by the  
Mississippi Judicial College

*Linda E. Beasly*  
Program Manager

*W. H. Walker*  
Director

NO \_\_\_\_\_

**IN THE MATTER OF ADJOURNING**

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There came on this day for consideration the matter of adjourning

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize and approve to adjourn until Monday, February 1, 2016, at 9 00 a m at the Clay County Courthouse

SO ORDERED this the 28<sup>th</sup> day of January, 2016

A handwritten signature in cursive script, appearing to read 'A. B. ...', written over a horizontal line.

President