

**BE IT REMEMBERED** that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 5th day of December, 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, Chancery Clerk and Clerk to the Board, Bob Marshall, Board Attorney, and Eddie Scott, Sheriff of Clay County, when and where the following proceedings were as determined to wit,

NO \_\_\_\_\_

**IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE  
BOARD OF SUPERVISORS MEETING HELD ON DECEMBER 5, 2016**

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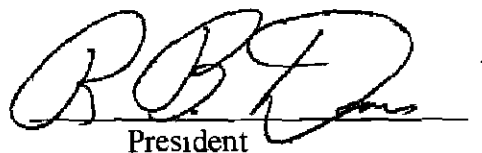
There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on December 5, 2016

It appears to this Board there are additional items that should be added to the agenda for this Board's consideration and discussion, to wit,

- Amy Berry request to go into closed session to discuss a potential litigation matter

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to adopt the agenda as presented and to approve the agenda as amended

SO ORDERED this the 5th day of December, 2016



President

**Clay County Board of Supervisors  
Agenda for Meeting Held  
Monday, December 5, 2016 at 9 00 a.m**

- Call to Order
- ~~• Welcome and Prayer~~
- ~~• Adopt and Amend the agenda~~
- ~~• Authorize and Approve the Claims Docket for December~~
- ~~• Authorize and approve payment to Randy Jones, Flood Plain Coordinator, in the amount of \$261 77~~
- ~~• Chett Gregg & Zach Gregg~~
  - ~~○ Sale of piece of equipment~~
- ~~• B J McClenton~~
- ~~• Treva Hodge~~
  - ~~○ WP/Clay County Comprehensive Plan~~
- ~~• Authorize travel for the Election Commissioners to attend the ECAM Convention in Philadelphia MS, January 25-27,2017~~
- ~~• Authorize and approve the Board of Supervisors, Chancery Clerk, Board Attorney, and County Engineer to travel to Jackson to the MAS Winter Conference on January 3-5, 2017~~
- ~~• Authorize Dennis Jefferson to sign tickets less than \$150 00 to purchase general maintenance supplies~~
- ~~• Authorize to advertise for supply and material bids for year 2017~~
- ~~• Authorize to advertise for County Depository Bids for year 2017-2019~~
- ~~• Authorize to advertise for Hay Lease for year 2017~~
- ~~• Authorize to spread on the minutes the BCAP Reports for the month of October and November 2016~~
- ~~• Authorize and approve the Telephone and Internet Contract with Delta Telephone Company~~
- Recess until Thursday, December 8, 2016 at 9 00 a m

**Announcements**

- Christmas Parade Tuesday, December 6, 2016 at 6 30 – to be there at 5 30 in line
- County Extension Office Luncheon Thursday, December 8, 2016, at 11 30
- Ground Breaking Ceremony for Communiversity on Friday, December 9, 2016 at 9 30 a m at EMCC Lyceum Building

**Amendments**

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

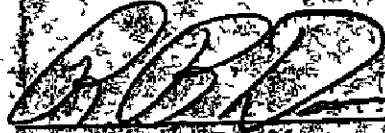
**IN THE MATTER OF APPROVING THE CLAIMS DOCKET**

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There came on this day for consideration the matter of approving the claims docket.

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to approve the said claims docket as attached hereto as Exhibit A.

SO ORDERED this the 5th of December, 2016.



President

**Clay County, MS  
Prepaid For October 31, 2016**

<b>Vendor Paid</b>	<b>Amount Paid</b>
Pavroll Clearing Account	1,273 62
Pavroll Clearing Account	110 751 67
Pavroll Clearing Account	620 73
Payroll Clearing Account	260 589 97
American Family Life Insurance Company	183 45
Assurity Life Insurance Company	45 96
Atmos Energy	710 39
Beth Lee	132 90
Brandon Langford	1 032 25
Brandon McClenton	306 83
Calvert Spradling Engineers	3,147 10
Colonial Life Insurance Company	52 62
Otis Elevator	3,497 01
Charles Tolliver	293 10
City of West Point	64 77
Clay County Juror/Poll Worker Account	2,863 40
Clay County Juror/Poll Worker Account	1,406 60
Clay County Juror/Poll Worker Account	15 000 00
Clay County Sheriff/Petty Cash	1,000 00
Courtyard Jackson/Airport	119 00
Donald Smith Company Inc	59 137 50
Golden Triangle Planning & Development	4 000 00
Guardian Life Insurance Company	4,130 79
IP Resort and Casino	286 72
Liberty National Insurance Company	2 727 41
Life Insurance Company of Alabama	1,611 53
Medtox Services, LLC	1 125 00
MS Development Authority	5 545 98
MS Department of Revenue	24 00
MS Department of Revenue	24 00
New York Life Insurance Company	136 24
Public Safety Academics	600 00
The Clay County Branch NAACP	100 00
Tina Rogers	147 84
Super 8 Clinton	233 96
City of West Point Water & Light Department	2 409 84
<b>Total</b>	<b><u>485 332 13</u></b>

11/21/2016  
15 57 06CLAY COUNTY  
CLAIMS SUMMARY FOR 11/2016  
FOR THE PERIOD ENDED NOVEMBER 07, 2016PAGE 1  
APCSCPR

CLAIM #	VENDOR NAME	AMOUNT
17010	R J YOUNG COMPANY	60 38
17011	DELTA COMPUTER SYSTEMS, INC	530 00
17012	R J YOUNG COMPANY	130 00
17013	SOUTHERN TELECOMMUNICATIONS	688 82
17015	SOUTHERN TELECOMMUNICATIONS	63 45
17016	CASH & CARRY CLEANERS	27 00
17017	CASH & CARRY CLEANERS	12 75
17018	CASH & CARRY CLEANERS	12 75
17019	CASH & CARRY CLEANERS	27 00
17021	SUNFLOWER STORE	100 00
17022	WALMART COMMUNITY BRC	1 87
17023	WALMART COMMUNITY BRC	49 94
17024	WEST POINT SCHOOLS	4936 25
17025	CITY OF WEST POINT	1795 00
17026	WEST POINT SCHOOLS	99 35
17027	WEST POINT SCHOOLS	1524 53
17028	CITY OF WEST POINT	36 13
17029	CITY OF WEST POINT	554 37
17030	WALMART COMMUNITY BRC	43 23
17031	SUNFLOWER STORE	74 97
17032	UNITED PRODUCE	477 00
17033	WALMART COMMUNITY BRC	3 48
17034	HOWARD W CROSSWHITE	125 00
17036	WALMART COMMUNITY BRC	24 86
17037	WALMART COMMUNITY BRC	15 97
17038	SUNFLOWER STORE	14 76
17039	WALMART COMMUNITY BRC	11 40
17040	SUNFLOWER STORE	14 76
17041	SUNFLOWER STORE	58 80
17042	SUNFLOWER STORE	24 48
17043	SAM'S CLUB	39 85
17044	SUNFLOWER STORE	100 00
17046	SUNFLOWER STORE	242 70
17047	SUNFLOWER STORE	14 76
17048	WALMART COMMUNITY BRC	74 46
17049	WALMART COMMUNITY BRC	63 60
17050	O'REILLY AUTO PARTS	15 34
17052	SUNFLOWER STORE	870 00
17053	SUNFLOWER STORE	100 00
17054	CDW GOVERNMENT INC	313 10
17055	MITCHELL BUICK-PONTIAC & EQUIP	54 88
17056	THE POLICE & SHERIFF'S PRESS	158 10
17057	THE POLICE & SHERIFF'S PRESS	158 10
17058	C & S AUTO ELECTRIC	100 00
17059	MID-SOUTH UNIFORMS	491 23
17061	US FOOD SERVICE	2367 21
17062	CDW GOVERNMENT INC	85 75
17063	WOOD FRUITTICHER GROCERY CO	3562 42
17064	PRECISION COMMUNICATIONS, INC	42 24
17065	PHILLIP'S HARDWARE	760 31
17066	SECURITY SOLUTIONS, LLC	225 00
17067	SECURITY SOLUTIONS, LLC	300 00
17068	NEWELL PAPER COMPANY	150 60
17069	NEWELL PAPER COMPANY	65 79
17071	NEWELL PAPER COMPANY	222 40
17072	NEWELL PAPER COMPANY	150 08
17073	MY OFFICE PRODUCTS, INC	396 16
17074	REFRIGERATION SUPPLY COMPANY	186 92

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17075	REFRIGERATION SUPPLY COMPANY	105 76
17076	INTAB INC	52 46
17077	MY OFFICE PRODUCTS, INC	68 00
17078	MY OFFICE PRODUCTS, INC	187 14
17079	PHILLIP'S HARDWARE	10 78
17080	NEWELL PAPER COMPANY	25 10
17081	PHILLIP'S HARDWARE	8 40
17082	GEORGE'S TIRE SERVICE	385 95
17083	QUILL CORPORATION	480 02
17084	INMAN'S AUTO REPAIR	50 00
17086	NEWELL PAPER COMPANY	52 35
17087	MY OFFICE PRODUCTS, INC	356 58
17089	MY OFFICE PRODUCTS, INC	48 08
17090	JIM'S AUTO PARTS, WEST POINT	172 43
17091	MERCHANT CO	336 09
17092	UNIVERSITY SCREEN PRINT	180 95
17093	SIRCHIE FINGER PRINT LAB	81 77
17094	LAW ENFORCEMENT SYSTEMS	63 00
17096	DELUXE BUSINESS CHECKS	78 86
17097	WOOD FRUITTICHER GROCERY CO	463 24
17098	TRAFFIC SAFETY WAREHOUSE	256 40
17099	MY OFFICE PRODUCTS, INC	25 76
17100	MY OFFICE PRODUCTS, INC	99 92
17101	CARQUEST AUTO PARTS, INC	65 33
17102	HOOVER'S BAKERY	25 47
17103	MERCHANT CO	2970 59
17104	MERCHANT CO	21 80-
17105	GUARDIAN LOCK & KEY	147 75
17106	SECURITY SOLUTIONS, LLC	300 00
17107	FOX A-1 PLUMBING INC	67 30
17108	PURITY CHEMICALS INC	410 00
17109	TAKE ME TOO TRAVELS	450 00
17110	HOOVER'S BAKERY	25 47
17111	HOOVER'S BAKERY	25 47
17112	HOOVER'S BAKERY	50 94
17113	ACTION FIRE & SAFETY	255 00
17114	R J YOUNG COMPANY	271 86
17116	S E CHICKASAW WATER ASSOC	20 00
17118	CALVERT-SPRADLING ENGINEERS	125 00
17125	LADARIUS MCMILLIAN	100 00
17126	DIXIE NET	175 00
17127	ITC DELTACOM, INC	968 96
17129	MARLIN M STEWART III	1920 00
17130	MELANIE A MOREL	180 00
17131	TONY GARDNER	125 00
17132	BUTLER SNOW ATTORNEYS	3000 00
17133	C SPIRE WIRELESS	134 71
17134	C SPIRE WIRELESS	50 26
17135	C SPIRE WIRELESS	50 26
17136	ORKIN- TUPELO, MS	62 82
17137	ORKIN- TUPELO, MS	30 00
17138	ORKIN- TUPELO, MS	68 09
17139	C SPIRE WIRELESS	39 14
17142	SAFEGUARD BUSINESS SYSTEMS, INC	180 97
17143	WALMART COMMUNITY BRC	9 94
17144	WALMART COMMUNITY BRC	76 64
17146	CLAY COUNTY MEDICAL CENTER	543 04
17151	NORTH MS MEDICAL CLINIC	283 00
17152	AIRGAS SOUTH	27 36
17153	FEDERAL EXPRESS CORP	27 49
17154	ALLIANCE HEALTH CENTER	2700 00
17155	EDMUND MILLER, JR, MD	500 00
17156	AUTO-CHLOR SYSTEMS	186 95

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17157 FUELMAN	1290 95
17158 FUELMAN	1189 51
17159 FUELMAN	1210 82
17172 WALMART COMMUNITY BRC	100 54
17173 TACTICALGEAR COM	71 98
17174 GARY'S PAWN & GUN SHOP	131 60
17175 BENDER'S AUTO PARTS	150 00
17176 INMAN'S AUTO REPAIR	100 00
17177 LANN CHEMICAL	148 75
17181 MY OFFICE PRODUCTS, INC	14 46
17182 MY OFFICE PRODUCTS, INC	43 38
17183 MY OFFICE PRODUCTS, INC	14 46
17184 ABSOLUTE PRINT SOLUTIONS	1004 83
17186 HOME DEPOT	89 97
17187 HOME DEPOT	89 97
17188 GEORGE'S TIRE SERVICE	15 00
17189 GUEST BODY SHOP, LLC	582 40
17190 GEORGE'S TIRE SERVICE	623 95
17191 SULLIVAN'S OFFICE SUPPLY	350 00
17192 PHILLIP'S HARDWARE	258 30
17193 MID-SOUTH UNIFORMS	83 44
17194 PRECISION COMMUNICATIONS, INC	4137 22
17195 SAFEGUARD BUSINESS SYSTEMS	493 13
17196 CDW GOVERNMENT INC	79 99
17197 MY OFFICE PRODUCTS, INC	157 07
17199 CLAY COUNTY CO-OP	51 90
17200 MY OFFICE PRODUCTS, INC	13 87
17201 LAWRENCE PRINTING COMPANY, INC	302 28
17202 QUILL CORPORATION	509 79
17203 MY OFFICE PRODUCTS, INC	187 47
17204 QUILL CORPORATION	64 99
17206 WALMART COMMUNITY BRC	109 90
17207 CASH & CARRY CLEANERS	12 75
17208 CASH & CARRY CLEANERS	27 00
17209 CASH & CARRY CLEANERS	27 00
17210 CASH & CARRY CLEANERS	12 75
17213 CITY WATER & LIGHT DEPT	42 82
17214 CITY WATER & LIGHT DEPT	176 57
17216 SILOAM WATER DISTRICT	25 00
17217 SILOAM WATER DISTRICT	25 00
17218 SILOAM WATER DISTRICT	25 00
17219 GOLDEN TRIANGLE WATER	29 00
17220 C SPIRE WIRELESS	570 98
17221 DELTA TELEPHONE COMPANY	1203 19
17222 R J YOUNG COMPANY	71 00
17223 CITY WATER & LIGHT DEPT	584 13
17224 CITY WATER & LIGHT DEPT	262 71
17225 CITY WATER & LIGHT DEPT	255 01
17226 CITY WATER & LIGHT DEPT	4723 21
17227 CITY WATER & LIGHT DEPT	1410 88
17228 CITY WATER & LIGHT DEPT	7990 81
17229 COMCAST CABLE	84 80
17231 COMCAST CABLE	145 90
17233 COMCAST CABLE	81 34
17234 FUELMAN	1063 87
17235 MS STATE UNIV EXTENSION SERV	1666 39
17236 CYNTHIA H ZELINKA	204 12
17237 STATE TREASURER FND #3601,#601	224 00
17239 WAUKAWAY DISTRIBUTORS INC	15 90
17240 WAUKAWAY DISTRIBUTORS INC	15 90
17241 MISSISSIPPI COURT COLLECTIONS	150 43
17243 DATA SYSTEMS MANAGEMENT, INC	1776 00
17245 FLEMING BOOKBINDING COMPANY	62 79

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17247	MS SUPREME COURT	400 00
17248	ROSE DRUG COMPANY	1214 87
17249	ADAPTS ELECTRONIC MONITORING	367 50
17250	ELECTION SYSTEMS & SOFTWARE	4019 00
17252	MS CHANCERY CLERKS' ASSOC	1000 00
17253	MS TAX ASSESSOR/COLLECTOR ASSO	1000 00
17254	CYNTHIA H ZELINKA	285 60
17255	LYNN CONNER	49 68
17256	DPS CRIME LAB	480 00
17257	R J YOUNG COMPANY	130 44
17258	MISSISSIPPI DISCOUNT DRUGS	72 57
17260	GOLDEN TRIANGLE PL & DEV DIST	6826 00
17262	BILLY MILLER	149 86
17264	FOUR-COUNTY ELEC POWER ASSN	206 00
17265	FOUR-COUNTY ELEC POWER ASSN	40 00
17266	FOUR-COUNTY ELEC POWER ASSN	47 00
17267	FOUR-COUNTY ELEC POWER ASSN	126 00
17268	FOUR-COUNTY ELEC POWER ASSN	91 00
17269	FOUR-COUNTY ELEC POWER ASSN	48 00
17270	FOUR-COUNTY ELEC POWER ASSN	27 00
17272	FOUR-COUNTY ELEC POWER ASSN	52 00
17273	FOUR-COUNTY ELEC POWER ASSN	116 00
17274	FOUR-COUNTY ELEC POWER ASSN	50 00
17275	FOUR-COUNTY ELEC POWER ASSN	51 00
17276	FOUR-COUNTY ELEC POWER ASSN	29 00
17277	FOUR-COUNTY ELEC POWER ASSN	29 00
17278	FOUR-COUNTY ELEC POWER ASSN	114 00
17279	FOUR-COUNTY ELEC POWER ASSN	161 00
17281	FUELMAN	58 42
17282	U S POSTMASTER	138 00
17283	TOTAL LAWN CARE	395 00
17285	SAFEGUARD BUSINESS SYSTEMS	374 20
17286	ALLMOND PRINTING	126 00
17288	ROSE DRUG COMPANY	23 36
17289	H D POSEY, D D S	278 48
17290	O'REILLY AUTO PARTS	516 96
17291	JIM'S AUTO PARTS, WEST POINT	83 64
17292	R J YOUNG COMPANY	243 12
17293	FUELMAN	996 73
17294	DRUG FREE WORKPLACES, INC	132 00
17298	ANGELA GIBSON, NP	95 00
17299	ANGELA GIBSON, NP	95 00
17300	KRISTEN WOOD WILLIAMS, PLLC	360 00
17301	MARK CLIETT, ATTY	350 00
17302	MARLIN M STEWART III	833 00
17303	SALEEM ALI, MD	95 00
17304	COMMUNITY COUNSELING	95 00
17305	H SCOTT ROSS	332 50
17306	CLINTON L MARTIN, ATTORNEY	350 00
17315	ALCORN COUNTY, MS	2125 00
17343	KATHY J SEAWRIGHT	80 00
17422	RUSS WALKER	80 00
17423	SUNFLOWER STORE	6 30
17424	SUNFLOWER STORE	9 18
17425	SUNFLOWER STORE	4 59
17436	TANYA WEST	575 00
17437	DAILY TIMES LEADER	275 88
17438	BILLY MILLER	148 73
17442	KRISTEN WOOD WILLIAMS, PLLC	285 00
17443	RWJ CONSULTING, LLC	635 25
17448	HANCOCK BANK	806 32
17449	HANCOCK BANK	2961 77
17450	HANCOCK BANK	2396 01



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17457	TEC	95 09	
17462	LOCAL GOVERNMENT RECORDS OFFIC	32.00	
17472	LEXIS NEXIS RISK DATA MNGTMENT	539 04	
17474	ANGELA GIBSON, NP	95 00	
17475	APEX INSULATION, INC	2700 00	
17476	WILLIAM M BILLINGTON, DO,PA	250 00	
17477	SALEEM ALI, MD	95 00	
17478	ANGELA TURNER-FORD	350 00	
17479	SAM'S CLUB	250 25	
17480	AMY G BERRY - FEES	146 00	
17483	JIM'S AUTO PARTS, WEST POINT	507 65	
17484	SYSCO FOOD SERVICES, INC	655 00	
17489	ATMOS ENERGY	24 75	
17490	ATMOS ENERGY	23 29	
17491	ATMOS ENERGY	36 04	
17492	ATMOS ENERGY	40 34	
17493	ATMOS ENERGY	36 04	
17495	XEROX CORPORATION	29 62	
17496	AIRGAS SOUTH	143 26	
17497	AIRGAS SOUTH	27 94	
17498	EDMUND MILLER, JR, MD	500 00	
17501	NEWELL PAPER COMPANY	306 80	
17502	ADMINISTRATIVE OFFICE OF COURT	6754 50	
17503	MS JUSTICE COURT JUDGES ASSOC	500 00	
17506	MY OFFICE PRODUCTS, INC	14 46-	
17507	CLAY CO DEPT /SOCIAL SERVICES	316 67	
17508	DISTRICT ATTORNEY'S OFFICE	175 00	
17509	GOLDEN TRIANGLE AREA	2291 67	
17510	INSURANCE ACCOUNT	1170 46	
17511	HEALTH DEPT OF CLAY COUNTY	3791 67	
17512	LENORA L PRATHER	350 00	
17513	COMMUNITY COUNSELLING SERVICE	2000 00	
17514	NATIONAL GUARD OF MISSISSIPPI	200 00	
17515	RESERVE ACCOUNT	2000 00	
17516	CLAY COUNTY SWCD OFFICE	666 66	
17517	UNITED POSTAL SERVICE	625 00	
17518	VICTIM WITNESS PROGRAM	754 56	
17519	VICTIM WITNESS PROGRAM	375 00	
17522	TINA ROGERS	42 24	
17523	MS STATE UNIV EXTENSION SERV	1666 40	
17524	KRISTEN WOOD WILLIAMS, PLLC	95 00	
17525	KRISTEN WOOD WILLIAMS, PLLC	285 00	
17528	MARLIN M STEWART III	500 00	
17530	WEST POINT CLAY COUNTY ANIMAL	1250 00	
17531	AMERICAN RED CROSS	875 00	
17537	COMCAST CABLE	185 90	
17538	MAGNOLIA BUSINESS SYSTEMS, INC	145 97	
17539	MAGNOLIA BUSINESS SYSTEMS, INC	283 81	
17540	MAGNOLIA BUSINESS SYSTEMS, INC	148 88	
17544	BILLY MILLER	149 86	
***	FUND TOTALS *** 001 GENERAL COUNTY		147715 38
17242	SANDERS & ASSOCIATES	5000 00	
***	FUND TOTALS *** 013 UTILIZATION		5000 00
17473	CDW GOVERNMENT INC	1217 00	
***	FUND TOTALS *** 022 SHERIFF FEES- WIRELESS COMMUNICATIONS PROG		1217 00
17035	N MS COCA COLA BOTTLING CO	384 46	
17051	WALMART COMMUNITY BRC	392 51	
17205	WALMART COMMUNITY BRC	276 00	
17230	COMCAST CABLE	90 38	
17232	COMCAST CABLE	206 33	

*** FUND TOTALS *** 040 SHERIFF'S INMATE CANTEEN		1349 68
17060 CLAY COUNTY CO-OP	25 95	
*** FUND TOTALS *** 041 SHERIFF'S CANINE DRUG UNIT		25 95
17470 TOMBIGBEE REGIONAL LIBRARY	1082 29	
*** FUND TOTALS *** 095 SPECIAL LIBRARY LEVY		1082 29
17014 SOUTHERN TELECOMMUNICATIONS	230 09	
17070 NEWELL PAPER COMPANY	50 20	
17088 MY OFFICE PRODUCTS, INC	82 06	
17117 BELLSOUTH	2062 00	
17141 C SPIRE WIRELESS	50 26	
17180 JMH GRAPHICS	494 95	
17185 CUSTOM PRODUCTS CORPORATION	38 67	
17198 CUSTOM PRODUCTS CORPORATION	76 37	
17238 STATE TREASURER FND #3601,#601	224 00	
17263 AT&T	85 00	
17453 BANCORP SOUTH	3013 85	
17471 TEC	2 36	
17521 GREG JOHNSON	108 00	
17542 BETH LEE	98 47	
17543 DANA BROOKS	52 80	
*** FUND TOTALS *** 097 E911 FUND		6669 08
17251 WEST GROUP PAYMENT CENTER	299 99	
*** FUND TOTALS *** 104 LAW LIBRARY		299 99
17140 C SPIRE WIRELESS	30 20	
17246 LONNIE DAVIDSON	150 00	
17259 GOLDEN TRIANGLE PL & DEV DIST	1052 40	
17456 NORTHEAST VOLUNTEER FIRE DEPT	2000 00	
*** FUND TOTALS *** 114 VOLUNTEER FIRE DEPARTMENT		3232 60
17451 MS DEVELOPMENT AUTHORITY	2993 38	
17454 MS DEVELOPMENT AUTHORITY	1479 25	
*** FUND TOTALS *** 116 INSURANCE REBATE MONIES		4472 63
17485 GOLDEN TRIANGLE DEVELOPMENT	4075 53	
17486 GOLDEN TRIANGLE DEVELOPMENT	240 00	
*** FUND TOTALS *** 138 TVA BRIDGE BOND MONEY		4315 53
17160 EDWARDS, STOREY, MARSHALL,	660 00	
17162 CLAY COUNTY CO-OP	6 95	
17165 ARAMARK UNIFORM SERVICES INC	44 72	
17166 ARAMARK UNIFORM SERVICES INC	44 72	
17169 SOUTHERN TELECOMMUNICATIONS	33 29	
17170 CITY WATER & LIGHT DEPT	37 68	
17171 AT&T / QLT CONSUMER LEASE	21 95	
17365 FOUR-COUNTY ELEC POWER ASSN	39 60	
17368 CARQUEST AUTO PARTS, INC	6 64	
17369 CARQUEST AUTO PARTS, INC	12 95	
17370 CARQUEST AUTO PARTS, INC	48 85	
17371 BACCO MATERIALS, INC	594 48	
17372 CARQUEST AUTO PARTS, INC	29 95	
17373 CARQUEST AUTO PARTS, INC	7 79	
17374 CARQUEST AUTO PARTS, INC	6 29	
17375 CARQUEST AUTO PARTS, INC	17 55	
17376 CARQUEST AUTO PARTS, INC	23 78	
17377 CARQUEST AUTO PARTS, INC	68 49	
17378 CARQUEST AUTO PARTS, INC	23 98	
17379 CARQUEST AUTO PARTS, INC	15 99	
17380 CARQUEST AUTO PARTS, INC	19 78	

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17381	CARQUEST AUTO PARTS, INC	42 15
17382	CARQUEST AUTO PARTS, INC	38 35
17383	CARQUEST AUTO PARTS, INC	17 58
17384	CARQUEST AUTO PARTS, INC	13 50
17385	CARQUEST AUTO PARTS, INC	7 79
17386	CARQUEST AUTO PARTS, INC	31 50
17387	CARQUEST AUTO PARTS, INC	95 62
17388	ARAMARK UNIFORM SERVICES INC	44 72
17390	KELLOGG HARDWARE & APPLIANCE	17 97
17391	KELLOGG HARDWARE & APPLIANCE	13 76
17392	GEORGE'S TIRE SERVICE	357 55
17393	ARAMARK UNIFORM SERVICES INC	44 72
17395	IVY SAW & MOWER	65 80
17396	IVY SAW & MOWER	56 50
17397	IVY SAW & MOWER	16 50
17398	FOUR-COUNTY ELEC POWER ASSN	115 00
17399	JIM'S AUTO PARTS, WEST POINT	26 55
17400	JIM'S AUTO PARTS, WEST POINT	37 98
17401	JIM'S AUTO PARTS, WEST POINT	6 99
17402	C SPIRE WIRELESS	400 26
17421	VICTOR AVANT	45 00

\*\*\* FUND TOTALS \*\*\* 151 DISTRICT 1 ROAD

3261 22

16963	WARREN PAVING	1216 67
16965	PHILLIP'S HARDWARE	11 28
16966	H & R AGRI-POWER	225 25
16967	PHILLIP'S HARDWARE	46 68
16968	PHILLIP'S HARDWARE	46 68
16969	H & O TRUCK & TRAILER REPAIR	613 65
16970	INTERSTATE BATTERY- CENTRAL MS	111 95
16971	INTERSTATE BATTERY- CENTRAL MS	111 95
16977	JIM'S AUTO PARTS, WEST POINT	68 26
16978	JIM'S AUTO PARTS, WEST POINT	21 27
16979	JIM'S AUTO PARTS, WEST POINT	46 26
16980	JIM'S AUTO PARTS, WEST POINT	7 93
16981	JIM'S AUTO PARTS, WEST POINT	44 87
16997	DURACO INDUSTRIES, INC-JACKSON	676 28
16998	LOWE'S HOME CENTER, INC	111 71
16999	DC TIRE AND TRUCK	300 00
17000	DC TIRE AND TRUCK	25 00
17001	DC TIRE AND TRUCK	625 00
17145	PHILLIP'S HARDWARE	28 96
17212	CARQUEST AUTO PARTS, INC	115 00
17307	ERGO ASPHALT & EMULSIONS	10112 32
17313	SILOAM WATER DISTRICT	25 00
17314	FOUR-COUNTY ELEC POWER ASSN	39 60
17316	FOUR-COUNTY ELEC POWER ASSN	76 00
17317	C SPIRE WIRELESS	75 25
17318	ORMAN'S WELDING & FAB ,INC	144 60
17363	HANCOCK BANK	705 31
17364	HANCOCK BANK	2157 41
17441	INGRAMS GARAGE	218 65

\*\*\* FUND TOTALS \*\*\* 153 DISTRICT 3 ROAD

18008 79

16982	JIM'S AUTO PARTS, WEST POINT	45 40
16983	JIM'S AUTO PARTS, WEST POINT	15 48
16984	JIM'S AUTO PARTS, WEST POINT	14 01
16985	JIM'S AUTO PARTS, WEST POINT	53 49
16986	JIM'S AUTO PARTS, WEST POINT	47 65
16993	THOMPSON MACHINERY	17 00
16994	THOMPSON MACHINERY	24 04-
16995	WARREN PAVING	824 21
17004	SOUTHERN TELECOMMUNICATIONS	35 39

APCSCPRT297300

17005	GEORGE'S TIRE SERVICE	286	00
17244	PHILLIP'S HARDWARE	58	70
17341	HANCOCK BANK	1027	15
17342	BANCORP SOUTH	1525	01
17344	BANCORP SOUTH	853	86
17406	FOUR-COUNTY ELEC POWER ASSN	59	00
17407	FOUR-COUNTY ELEC POWER ASSN	73	35
17408	FOUR-COUNTY ELEC POWER ASSN	156	00
17409	FOUR-COUNTY ELEC POWER ASSN	39	60
17410	JIM'S AUTO PARTS, WEST POINT	35	28
17411	JIM'S AUTO PARTS, WEST POINT	2	99
17412	SILOAM WATER DISTRICT	25	00
17413	THOMPSON MACHINERY	32	10
17415	C SPIRE WIRELESS	80	25
17417	PRESTON DOBBS	3510	00
17434	GOLDEN TRIANGLE MILL	2110	02
17481	DC TIRE AND TRUCK	90	00
17482	DC TIRE AND TRUCK	515	00
17532	H & O TRUCK & TRAILER REPAIR	138	87
17533	H & O TRUCK & TRAILER REPAIR	200	42
*** FUND TOTALS *** 154 DISTRICT 4 ROAD			11847 19

11847 19

16987	THOMPSON MACHINERY	37	29
16990	GOLDEN TRIANGLE TIRE SVC LLC	59	99
17178	APAC-MISSISSIPPI, INC	9181	38
17179	APAC-MISSISSIPPI, INC	7347	00
17211	CARQUEST AUTO PARTS, INC	96	48
17321	APAC-MISSISSIPPI, INC	5563	97
17322	APAC-MISSISSIPPI, INC	1857	29
17323	APAC-MISSISSIPPI, INC	1888	10
17324	BANCORP SOUTH	1525	02
17325	HANCOCK BANK	1027	17
17326	C SPIRE WIRELESS	72	33
17327	TERRY'S GARAGE, INC	419	46
17328	COLUMBUS WHOLESALE TIRE	626	17
17329	GOLDEN TRIANGLE TIRE SVC LLC	316	99
17331	WARREN PAVING	588	82
17332	CARQUEST AUTO PARTS, INC	39	78
17333	CARQUEST AUTO PARTS, INC	119	99
17334	CARQUEST AUTO PARTS, INC	70	72
17335	SUN CREEK WATER ASSN	15	40
17337	CLAY COUNTY CO-OP	77	85
17338	JIM'S AUTO PARTS, WEST POINT	4	95
17339	FOUR-COUNTY ELEC POWER ASSN	39	60
17340	FOUR-COUNTY ELEC POWER ASSN	181	00
17354	APAC-MISSISSIPPI, INC	7380	18
17420	PHEBA ONE STOP	486	82
17439	GOLDEN TRIANGLE TIRE SVC LLC	54	99
17504	BACCO MATERIALS, INC	224	00
17505	BACCO MATERIALS, INC	540	40
17534	GUEST BODY SHOP, LLC	285	00
17535	H & O TRUCK & TRAILER REPAIR	200	41
17536	H & O TRUCK & TRAILER REPAIR	138	87
*** FUND TOTALS *** 155 DISTRICT 5 ROAD			40467 42

40467 42

17161	FUELMAN	97	22
17163	FUELMAN	141	50
17164	WHITE OIL CO , INC & TIRE CTR	2847	10
17167	G & O SUPPLY CO, INC	483	20
17168	G & O SUPPLY CO, INC	680	44
17366	APAC-MISSISSIPPI, INC	110	40
17367	WARREN PAVING	1118	97
17389	PRESTON DOBBS	396	00

APCSCPRT297300

17394 FUELMAN	125 85	
17403 HANCOCK BANK	608 56	
17404 HANCOCK BANK	1027 15	
17405 BANCORP SOUTH	1525 03	
17520 JONATHAN HILL	1600 00	
17526 H & O TRUCK & TRAILER REPAIR	200 42	
17527 H & O TRUCK & TRAILER REPAIR	138 87	
17529 FUELMAN	58 84	
*** FUND TOTALS *** 161 DISTRICT 1 BRIDGE		11159 55

16972 CITY WATER & LIGHT DEPT	35 00	
16973 COLD MIX, INC	766 40	
16974 PRESTON DOBBS	66 00	
16975 BACCO MATERIALS, INC	406 36	
16976 AIRGAS SOUTH	139 30	
17319 JIM'S AUTO PARTS, WEST POINT	5 69	
17320 JIM'S AUTO PARTS, WEST POINT	50 39	
17345 JIM'S AUTO PARTS, WEST POINT	6 99	
17346 JIM'S AUTO PARTS, WEST POINT	15 68	
17347 JIM'S AUTO PARTS, WEST POINT	5 57	
17348 JIM'S AUTO PARTS, WEST POINT	16 98	
17349 JIM'S AUTO PARTS, WEST POINT	12 99	
17350 JIM'S AUTO PARTS, WEST POINT	75 78	
17351 JIM'S AUTO PARTS, WEST POINT	21 99	
17352 JIM'S AUTO PARTS, WEST POINT	22 99	
17353 JIM'S AUTO PARTS, WEST POINT	71 97	
17355 GOLDEN TRIANGLE WATER	50 80	
17356 C SPIRE WIRELESS	59 98	
17357 PRESTON DOBBS	264 00	
17358 G & O SUPPLY CO, INC	906 90	
17359 MS INDUSTRIAL WASTE DISPOSAL	90 47	
17360 FOUR-COUNTY ELEC POWER ASSN	39 60	
17361 C & S AUTO ELECTRIC	46 00	
17362 FOUR-COUNTY ELEC POWER ASSN	195 00	
17426 JIM'S TIRE COMPANY	45 00	
17427 JIM'S AUTO PARTS, WEST POINT	6 99	
17428 JIM'S AUTO PARTS, WEST POINT	109 21	
17429 JIM'S AUTO PARTS, WEST POINT	45 88	
17430 JIM'S AUTO PARTS, WEST POINT	31 00	
17431 JIM'S AUTO PARTS, WEST POINT	99 82	
17432 JIM'S AUTO PARTS, WEST POINT	28 92-	
17433 JIM'S AUTO PARTS, WEST POINT	10 47	
17444 INGRAMS GARAGE	325 94	
17445 GOLDEN TRIANGLE TIRE SVC LLC	274 00	
17446 PHILLIP'S HARDWARE	6 59	
17447 PHILLIP'S HARDWARE	4 99	
17455 HANCOCK BANK	1442 93	
17487 WHITE OIL CO, INC & TIRE CTR	2834 08	
17488 PARKER SAND & GRAVEL	165 56	
17541 G & O SUPPLY CO, INC	1482 76	
*** FUND TOTALS *** 162 DISTRICT 2 BRIDGE		10229 13

16964 RACKLEY OIL COMPANY, INC	2957 25	
17308 BACCO MATERIALS, INC	487 20	
17309 BACCO MATERIALS, INC	1019 20	
17310 BACCO MATERIALS, INC	2555 00	
17311 BACCO MATERIALS, INC	1461 60	
17312 BACCO MATERIALS, INC	210 00	
*** FUND TOTALS *** 163 DISTRICT 3 BRIDGE		8690 25

16991 PRESTON DOBBS	585 00
16992 CLAY COUNTY CO-OP	188 95
16996 RACKLEY OIL COMPANY, INC	3588 41

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17002 EDWARDS, STOREY, MARSHALL,	2118 75	
17003 H & O TRUCK & TRAILER REPAIR	48 64	
17006 ARAMARK UNIFORM SERVICES INC	31 58	
17007 ARAMARK UNIFORM SERVICES INC	31 58	
17008 ARAMARK UNIFORM SERVICES INC	31 58	
17009 ARAMARK UNIFORM SERVICES INC	31 58	
17045 PRESTON DOBBS	3222 00	
17414 THOMPSON MACHINERY	136 49	
17416 PRESTON DOBBS	660 00	
17418 DC TIRE AND TRUCK	598 00	
17419 DC TIRE AND TRUCK	180 00	
17435 GOLDEN TRIANGLE MILL	1313 37	
*** FUND TOTALS *** 164 DISTRICT 4 BRIDGE		12765 93
16988 DURACO INDUSTRIES, INC-JACKSON	356 58	
16989 COLUMBUS WHOLESALE TIRE	693 15	
17330 WARREN PAVING	608 45	
17336 CHICKASAW EQUIPMENT CO	3022 22	
*** FUND TOTALS *** 165 DISTRICT 5 BRIDGE		4680 40
17440 TRUSTMARK NATIONAL BANK	40112 50	
*** FUND TOTALS *** 231 DISTRICT 2 ROAD B & I 2001 ISSUE		40112 50
17020 GEORGE'S TIRE SERVICE	163 00	
17085 NEWELL PAPER COMPANY	556 00	
17095 GEORGE'S TIRE SERVICE	163 00	
17115 CLAY COUNTY CO-OP	25 00	
17119 FUELMAN	143 01	
17120 FUELMAN	149 63	
17121 FUELMAN	149 21	
17122 FUELMAN	194 36	
17123 FUELMAN	158 60	
17124 FUELMAN	102 80	
17128 H & O TRUCK & TRAILER REPAIR	175 10	
17147 H & O TRUCK & TRAILER REPAIR	926 68	
17148 PHILLIP'S HARDWARE	43 96	
17149 GEORGE'S TIRE SERVICE	15 00	
17150 PHILLIP'S HARDWARE	71 97	
17215 SILOAM WATER DISTRICT	25 00	
17261 GOLDEN TRIANGLE PL & DEV DIST	3132 22	
17271 FOUR-COUNTY ELEC POWER ASSN	52 00	
17280 DC TIRE AND TRUCK	25 00	
17284 GTR SOLID WASTE MGMT AUTHORITY	3574 59	
17287 GUEST BODY SHOP, LLC	100 00	
17295 JIM'S AUTO PARTS, WEST POINT	2 49	
17296 JIM'S AUTO PARTS, WEST POINT	51 36	
17297 JIM'S AUTO PARTS, WEST POINT	146 99	
17452 BANCORP SOUTH	3123 81	
17494 GEORGE'S TIRE SERVICE	490 38	
17499 GEORGE'S TIRE SERVICE	16 00	
17500 GEORGE'S TIRE SERVICE	361 00	
*** FUND TOTALS *** 400 SANITATION		14035 44
17458 STATE TREASURER	24706 25	
17459 MS DEPT OF PUBLIC SAFETY	1256 00	
17460 MS DEPT OF PUBLIC SAFETY	34 50	
17461 MS DEPT OF PUBLIC SAFETY	300 00	
17463 GOLDEN TRIANGLE CRIME STOPPERS	188 50	
*** FUND TOTALS *** 650 JUDICIAL ASSESSMENT CLEARING FUND		26485 25
17468 EAST MS COMMUNITY COLLEGE	2705 75	
*** FUND TOTALS *** 690 EMJC MAINTENANCE		2705 75

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17469 EAST MS COMMUNITY COLLEGE	4 66	
*** FUND TOTALS *** 691 10 YEAR PLEDGE		4 66
17467 EAST MISS COMMUNITY COLLEGE	1713 62	
*** FUND TOTALS *** 692 EMCC CAPITAL IMPROVEMENT CAMPAIGN		1713 62
17465 EAST MISS COMMUNITY COLLEGE	1449 54	
*** FUND TOTALS *** 697 VO-TECH MAINTENANCE		1449 54
17466 EAST MISS COMMUNITY COLLEGE	1258 02	
*** FUND TOTALS *** 698 VO-TECH CAPITAL		1258 02
17464 TOMBIGBEE RIVER WTR MGMT DIST	1689 09	
*** FUND TOTALS *** 699 TOMBIGBEE RIVER VALLEY WATER MGMT DIST		1689 09
*** DOCKET TOTALS ***		385943 88

I CERTIFY THAT THE BOARD HAS EXAMINED EACH CLAIM ON THE NOVEMBER, 2016 DOCKET AND THE BILLS THEY REPRESENT AND FINDS EACH OF THE ABOVE DUE AND PAYABLE AND DIRECT THE CLERK TO ISSUE WARRANTS ON THE RESPECTIVE FUNDS THIS THE 07TH DAY OF NOVEMBER 2016

---

PRESIDENT

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

**IN THE MATTER OF AUTHORIZING PAYMENT TO THE CLAY COUNTY FLOOD  
PLAIN COORDINATOR, RANDY JONES**

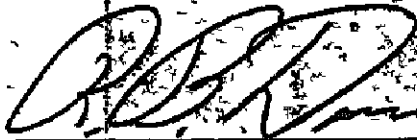
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There came on this day for consideration the matter of authorizing payment to the Clay County Flood Plain Coordinator, Randy Jones.

It appears to this Board an invoice has been received as attached hereto as Exhibit A for Flood Plain Coordinator services for the month of November 2016 in the amount of \$ 261 77

After motion by Lynn Horton and second by Joe Chandler this Board doth vote unanimously to authorize payment of the invoice as attached hereto as Exhibit A to Randy Jones for Flood Plain Coordinator Services for the month of November 2016 in the amount of \$ 261.77

SO ORDERED this the 5th day of December, 2016



\_\_\_\_\_  
President

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INTENTIONALLY**



**Invoice for Clay County Floodplain Administration**  
November 7, 2016 – December 5, 2016

Clay County Board of Supervisors  
Attn: The Honorable R.B. Davis, President  
P O Box 815, West Point, MS 39773

ITEM	HOURS	*MILEAGE	TOTAL
11/10/16 Conference, research, travel letter Terry Emerson (Prestage Farms) Highway 45A South, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
11/29/16 Conference, research, travel, letter Jeff Mosley (Vernon & Linda Elmore) 999 Clay Elmore Road, Maben MS 39750	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
12/01/16 Association of State Floodplain Managers & Certified Floodplain Manager Membership Renewal	NA	See Attachment	\$70 00
10/07/16 – 12/05/16 Driving time copies for Board of Supervisors Tax Assessor Property Owners MEMA, preparation for CRS and prepare reports for Supervisors	1 3 @ \$15 00=\$19 50 2 0 @ \$30 00=\$60 00	46 4 @ \$0 48=\$22 27	\$101 77
<b>TOTALS</b>	<b>\$239.50</b>	<b>\$22.27</b>	<b>\$261 77</b>

<sup>1</sup> Driving time for county floodplain administration billed at half technical/research rate. Copies of correspondence, research, and letters are attached.

Respectfully Submitted

Please mail to **RWJ Consulting, LLC**  
**P O Box 1284**  
**West Point, Mississippi 39773**

RWJ/rj  
Encl as

*Merry*

*Christmas!*



NO \_\_\_\_\_

**IN THE MATTER OF LIFTING THE BURN BAN**

---

There came on this day for consideration the matter of lifting the burn ban.

It appears to this Board that at the October 3, 2016 meeting this Board voted to ban all outside burning until such time as conditions returned to normal because of sufficient rainfall, and,

It appears to this Board that B J McClenton, the County Volunteer Fire Coordinator, is recommending to this Board that sufficient moisture conditions now exist which proves it safe for any outside burning

After motion by Lynn Horton and second by Joe Chandler this Board doth vote unanimously to authorize to lift the burn ban for Clay County, MS

SO ORDERED this the 5<sup>th</sup> day of December, 2016



President

NO \_\_\_\_\_

**IN THE MATTER OF APPROVING OF THE COUNTY'S COMPREHENSIVE  
EMERGENCY PLAN**

---

There came on this day for consideration the matter of approving of the County's Comprehensive Emergency Plan

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to authorize and approve of the County's Emergency Comprehensive Plan as attached hereto as Exhibit A

SO ORDERED this the 5<sup>th</sup> day of December, 2016

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

President

**SECTION 1 - BASIC PLAN**

**WEST POINT CLAY COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN**

---

**Promulgation Statement**

County government shares a responsibility with State and municipal governments to be prepared in the event of a natural, technological, or man-made emergency or disaster that threatens life, property, or the environment. The Mississippi Emergency Management Law, MS Code Ann. § 33-15(1972) confers emergency powers on the Governor, the Mississippi Emergency Management Agency, executive heads of governing bodies of municipalities, and counties of the state to meet this responsibility.

In order to provide for an effective response to emergency situations, the federal, state, local and tribal governments must plan and prepare together. The concept and assignment of responsibilities outlined in this plan shall serve as the basis for the conduct of emergency operations by the West Point and Clay County. It shall be the responsibility of all county agencies and organizations herein referenced to perform their assigned functional tasks and to prepare and maintain standard operating procedures and/or guidelines. All responsible parties shall provide notice of revisions and improvements to this Comprehensive Emergency Management Plan and support it through training and exercises.

This plan is in accordance with existing state and federal statutes, in coordination with the National Response Framework and is National Incident Management System compliant. It will be revised and updated at least biennially, or more frequently as warranted. This plan is written and will be updated in compliance with the Federal Emergency Management Agency's *Developing and Maintaining Emergency Operations Plan, Comprehensive Preparedness Guide 101*, Version 2.0, November 2010.

Therefore, by virtue of the authority vested in me as President of the Board of Supervisors of Clay County, and Mayor, City of West Point, I hereby promulgate the West Point Clay County Comprehensive Emergency Management Plan. Furthermore, I charge the Director of the West Point Clay County Emergency Management Agency (EMA) with responsibility for the implementation of this plan under emergency conditions and its ongoing development, as experience and changing conditions require.

---

R.B. Davis, President  
Clay County Board of Supervisors

---

Date

---

Harmon A. Robinson, Mayor  
City of West Point

---

Date

**WEST POINT CLAY COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN**

---

**Approval and Implementation**

This plan will be effective upon submission by the West Point Clay County Emergency Management Agency's Director and approval by the President of the County Board of Supervisors and Mayor and Board of Selectman City of West Point

This plan will be executed upon order of the President of the County Board of Supervisors, or Mayor of the City of West Point or their authorized representative

This document replaces and supersedes all previous versions of the West Point and Clay County's emergency response plans

**SUBMITTED**

\_\_\_\_\_  
Kerrie Gentry-Blissard, Director  
West Point Clay County Emergency Management Agency

\_\_\_\_\_  
Date

**APPROVED**

\_\_\_\_\_  
R.B Davis, President  
Clay County Board of Supervisors

\_\_\_\_\_  
Date

**APPROVED**

\_\_\_\_\_  
Harmon A. Robinson, Mayor  
City of West Point

\_\_\_\_\_  
Date





**WEST POINT CLAY COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN**

---

**Record of Distribution**

**Primary Distribution List**

Copy No	Individual's Name and Title/Organization's Name	Date of Transmittal	Date of Receipt
1	City Hall		
2	Clay County Courthouse		
3			
4			
5			
6			
7			
8			
9			
10			

**Secondary Distribution List**

Personnel and organizations on the secondary distribution list are those identified as essential to knowing the framework of the Comprehensive Emergency Management Plan (CEMP), but with certain information excluded pursuant to MS Code Ann § 33-15-11 (b) (12)(1972)

Copy No	Individual's Name and Title/Organization's Name	Date of Transmittal	Date of Receipt
1			
2			
3			
4			

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## WEST POINT CLAY COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

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**WEST POINT CLAY COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN**

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	• ESF #9 - Urban Search and Rescue	Tab I
	• ESF #10 - Oil and Hazardous Materials	Tab J

# **WEST POINT CLAY COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN**

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• ESF #12 - Energy	Tab L
• ESF #13 - Public Safety and Security	Tab M
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• ESF #15 - External Affairs	Tab O
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**I. PURPOSE, SCOPE, SITUATION, AND ASSUMPTIONS**

**A. Purpose**

The purpose of this Comprehensive Emergency Management Plan (CEMP) is to describe West Point and Clay County's approach to response and recovery activities related to emergencies and major disasters. This plan establishes the policies and procedures by which West Point and Clay County shall coordinate local response to disasters. Furthermore, this plan utilizes the Emergency Support Function (ESF) concept to marshal and apply county resources and describes the responsibilities of local agencies in executing effective response and recovery operations.

This CEMP incorporates the concepts and requirements found in state and federal laws, regulations and guidelines. Furthermore, the West Point Clay County CEMP provides the decision framework to enable local government to effectively respond to and recover from emergencies and disasters. The plan identifies the responsibilities and actions required to protect lives, property and the environment from natural, man-made and technological emergencies and disasters.

This document embraces the National Response Framework (NRF), the National Incident Management System (NIMS), the Comprehensive Preparedness Guide (CPG) 101, Version 2.0, the Presidential Policy Directive PPD/8, the National Preparedness Goal, "A Whole Community Approach to Emergency Management: Principles, Themes and Pathways for Action FDOC 104-008-1/December 2011," the National Preparedness System, the Stafford Act and Post-Katrina Emergency Management Reform Act (PKEMRA), along with federal civil rights laws as fundamental guidance for the state's emergency management program. To reflect evolving guidance and requirements of these documents, the CEMP is amended and updated every two years and rewritten every five years. The structure of this CEMP mirrors that outlined in the State Comprehensive Emergency Management Plan, the NRF and relevant Federal Emergency Management Agency (FEMA) guidance. The plan is developed under the concept of community-based planning. The premise is that all sectors of a community play a critical role and shared responsibility to protect life and property.

The West Point Clay County CEMP consists of four components: (1) Basic Plan, (2) Emergency Support Function Annexes, (3) Support Annexes and (4) Incident Annexes for Specific Incidents.

**Basic Plan** - Establishes fundamental policies and assumptions for countywide emergency management, outlines the county's vulnerabilities to potential hazards, establishes a comprehensive emergency management concept of operations and outlines local and state relationships and responsibilities. The basic plan includes planning assumptions, roles and responsibilities, a concept of operations, incident management actions and plan maintenance instructions. The incident management actions incorporate the updated requirements of the NIMS.

# WEST POINT CLAY COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

**Emergency Support Function Annexes** - Identifies the specific activities required to support each numbered function and specifies the agencies and organizations that are responsible for performing those activities. While the ESFs name and describe the specific tasks, they do not describe the detailed procedures to perform them. The detailed procedures shall be developed by the coordinating ESF and support agencies in the form of Interagency Coordination Procedures, Standard Operating Procedures (SOPs), and Standard Operating Guides (SOGs).

Emergency Support Functions include

ESF #1	Alarms, Detection
ESF #2	Communications
ESF #3	Public Works and Engineering
ESF #4	Firefighting
ESF #5	Emergency Management
ESF #6	Mass Care, Housing and Human Services
ESF #7	Health Services and Evacuation
ESF #8	Public Health and Medical Services
ESF #9	Search and Rescue
ESF #10	Oil and Hazardous Materials Response
ESF #11	Aviation, Aircraft and Aerial Response
ESF #12	Energy
ESF #13	Public Safety and Security
ESF #14	Long-Term Community Recovery
ESF #15	Transportation
ESF #16	Military Support to Civilian Authorities

**Support Annexes** - Describes the framework through which local and tribal entities, along with volunteer and non-governmental organizations coordinate and execute the common functional processes and administrative requirements necessary for efficient and effective incident management.

**Incident Annexes** - Deals with specific catastrophic and unique hazards. These annexes address special considerations and priorities generated by particular hazards affecting the county and the corresponding actions required to cope with them.

## B Scope

This document provides structures for implementing county-level policy and operational coordination for incident response. It can be partially or fully implemented in the context of a threat, in anticipation of a significant event, or in response to an incident. Selective implementation allows for a scaled response, delivery of the exact resources needed and a level of coordination appropriate to each incident.



This CEMP is intended to accelerate and make more disciplined the county's capacity to rapidly assess and respond to incidents that require local resources. In practice, many incidents require virtually spontaneous activation of interagency coordination protocols to prevent the incident from becoming worse or to surge more aggressively to contain it. A county department or agency acting on independent authority may be the initial and the primary local responder, but incidents that require more systematic county response efforts are now actively coordinated through the appropriate mechanisms described in this document and in its supporting annexes.

Initial coordination of local incident assessment and response efforts is intended to occur seamlessly, without need for any formal trigger mechanism such as a written declaration by the Clay County Board of Supervisors or Mayor and Board of Selectman City of West Point. This will support a more nimble, scalable and coordinated response by the entire emergency management community.

Major components of this plan include disaster information and situational awareness, concept of operations, and direction and control, supported by automatic activation.

**C Situation Overview**

Clay County is composed of one city and municipality and consisting of a total population of approximately 20,048 as of 2016 census updates. Of the county's population approximately 2,606 24 or 13% are disabled. Disability characteristics include (1) hearing difficulty, (2) vision difficulty, (3) cognitive difficulty, (4) ambulatory difficulty, (5) self-care difficulty, and (6) independent living difficulty. (Note visit [www.factfinder.census.gov](http://www.factfinder.census.gov) for disability statistics)

West Point and Clay County is exposed to many hazards, all of which have the potential of causing casualties, damaging or destroying public or private property and disrupting the county's economy. In any crisis or emergency, West Point and Clay County's foremost concern is for the protection of human life and property.

The West Point Clay County EMA, with assistance from the state has taken great care in identifying these hazards and developing and executing plans that fully serve the citizens of West Point and Clay County. The county and city has worked with numerous local agencies, organizations and concerned citizens to ensure that West Point and Clay County is prepared to mitigate, prevent, protect, prepare for, respond to and recover from these threats. By researching historical records and learning from past hazardous events, vulnerabilities have been identified and estimated future losses projected. In addition, local capabilities have been identified and assessments have been made concerning current effectiveness.

West Point and Clay County conducts emergency preparedness awareness campaigns through social media, civic groups, and school visits. Awareness campaigns include earthquake awareness, severe weather awareness, flood awareness, hurricane awareness, mitigation campaigns for children and adults and tornado awareness. West Point and Clay County utilizes a

variety of social networking venues, translators and broadcasting methods, such as radio, television and newspaper, to ensure that diverse populations are appropriately advised

**D Hazard and Threat Analysis Summary**

West Point and Clay County is vulnerable to the effects of natural, man-made and technological hazards. The county's location in the north east portion of the state makes it vulnerable to several significant natural hazards, including flood related, fire-related, geological, wind related, among others. Furthermore, West Point and Clay County is home to significant infrastructure, populations, and government functions that place it at risk for intentional acts meant to cause physical damage, casualties, or operational disruptions.

**Hazard Categories**

**Natural Hazards** - Natural incidents related to environmental conditions including dam and levee failure, drought and extreme heat, earthquakes, flooding, major fires (including grass, timber and urban), hurricanes, tornadoes and winter/ice storms.

Further information related to these hazards is found under separate cover in *The West Point Clay County Standard Mitigation Plan* and as incident annexes of this document.

**Man-made Hazards** - Intentional acts including civil disorder, enemy attacks, sabotage, terrorism, cyber-attack or other incidents involving the use of weapons of mass destruction.

**Radiological** - Mississippi is home to the Grand Gulf Nuclear Station (GGNS) located on 2100 acres in Claiborne County, near the city of Port Gibson. GGNS has been operational since March 1985, with a total production capacity of 1500 megawatts. GGNS is owned and operated by Entergy and Southern Mississippi Electric Power Association. This type of hazard has the potential to cause mass casualties and result in major economic loss. Portions of Mississippi are also included in the 10 mile EPZ for River Bend Station located in St. Francisville, LA which is also owned and operated by Entergy.

**Technological Hazards** - Technological failures or accidents including, but not limited to industrial hazards, structural collapse, power outages, fires, explosions, transportation accidents, water supply failure and hazardous materials such as chemical, biological, radiological and nuclear.

**Natural Hazards**

**Hurricane/Tropical Storm**

Due to its proximity to the Gulf Coast, Mississippi records several hurricane watches and/or warnings during the Atlantic hurricane season, which runs from June 1 to November 30. Since 1965, Mississippi has received declarations for a number of major hurricanes and tropical storms. Some of these storms have impacted counties as far inland as 300 miles with high winds, rain.

damage, severe storms and flooding which has caused billions of dollars in damage (See [www.fema.gov/disasters](http://www.fema.gov/disasters))

The Gulf Coast of Mississippi is one of the more densely populated areas of the state. It is comprised of Hancock, Harrison and Jackson counties and the second-tier counties located immediately upland from the coastal counties of George, Pearl River, and Stone. According to the 2014 U.S. Census, more than 395,276 residents reside in the coastal counties, while 97,855 residents make up the population in the second tier counties.

Not only are these counties densely populated with residents, but in recent years this area has experienced significant growth of the gaming industry which has increased planning requirements for the local population and tourists during hurricane warnings and evacuations. Furthermore, Harrison County is home to Gulfport, the major site for import commodities such as bananas for the nation, limonite ore and limestone, hardwood lumber, and other agricultural products.

Over the years, both residents and industry along the Mississippi Gulf Coast have felt significant and damaging impacts from hurricanes and tropical storms. Two historical hurricanes which have had the most impact were Hurricane Camille in 1969 and Hurricane Katrina in 2005. Combined, these hurricanes resulted in the loss of approximately 387 lives and more than \$80 billion in property and crop damage. The impact was so great during Hurricane Katrina that a total of 49 counties were declared eligible for Individual Assistance, all 82 counties and the Mississippi Band of Choctaw Indians (MBCI) were eligible for Public Assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act yielding a total of almost \$4.9 billion in federal disaster funding.

#### Earthquake

Due to Mississippi's location to the New Madrid Seismic Zone (NMSZ), recent studies indicate that the state has the potential of experiencing significant damage from an earthquake. According to the United States Geological Survey (USGS), "In 1811 and 1812, a series of great earthquakes near the New Madrid, Missouri area was felt in Mississippi as far south as the Gulf Coast. The New Madrid series caused the banks of the Mississippi River to cave in as far as Vicksburg, more than 300 miles from the epicenter region." However, the earliest and strongest earthquake reported within Mississippi occurred on December 16, 1931, at about 9:36 p.m. Using the Modified Mercalli Intensity Scale the average intensity was VI - VII which is a magnitude 5.0 - 5.9 on the Richter Scale. Several chimneys in Belzoni (Humphreys County) and Tillatoba (Yalobusha County) were damaged. Although damage was minimal from this episode, if the same magnitude occurred today, due to increased area population and infrastructure, it is likely significant damage would result.

Although the NMSZ is the primary seismic activity source for the Southeastern United States, there are other potential earthquake sources in Mississippi. The USGS has recorded more than 43 earthquakes originating within the boundaries of Mississippi since 1911. On June 29, 2015 a 3.2 magnitude earthquake with a depth of three miles, centered just 4 miles southwest of Canton, Miss., struck at 8:23 a.m. Residents in the area reported feeling the rumbling in their homes. This

same area experienced two similar quakes on May 2, 2015 with magnitudes of 3.2 and 3.0 respectively. After those earthquakes the USGS said there is not a major fault line in the area but that plates do shift from time to time. Earthquakes are ranked in magnitude of 1.0 to 7.0 or higher.

- General details of magnitude 3.0 earthquakes from the USGS: Felt quite noticeably by persons indoors, especially on upper floors of buildings. Many people do not recognize it as an earthquake. Standing motor cars may rock slightly. Vibrations are similar to the passing of a truck.

Although none of these caused significant damage, they should not be disregarded.

The NMSZ has the potential of producing an earthquake greater than magnitude 7.0 on the Richter scale. In recent years the USGS, in conjunction with the Central United States Earthquake Consortium (CUSEC), released data related to Mississippi based on a New Madrid magnitude 7.7 scenario. Counties that have a high liquefaction hazard and are closest to the NMSZ would experience considerable losses. Lateral spreading, (ground failure due to liquefaction), could lead to impassable roadways, ruptured utility lines and damaged port facilities. Bridge damage could be significant, potentially isolating some communities. Overall, the potential impact could result in approximately \$3 billion in building and income losses, with overall economic losses approximating \$3.9 billion. More than 25 percent of the total number of buildings in the state could be at least moderately damaged. Fifteen percent of the building and income losses would most likely be related to business interruption.

Annually, West Point and Clay County participates in "The Great Central U.S. ShakeOut," an 11 state public earthquake drill which is held the third Thursday of every October. MEMA conducts extensive outreach and education efforts to all populations throughout the state and encourages all individuals, including those with disabilities and others with access and functional needs, businesses, community and faith-based groups, nonprofit organizations and all levels of government to participate in this important drill. Information and preparedness guides for all sectors and populations can be found at [www.shakeout.org/centralus](http://www.shakeout.org/centralus).

#### Tornado

Each year the state conducts an annual Tornado Preparedness Week in an effort to increase community awareness and education. It is either conducted during the last week of October or the first week of November.

Since 1950 the nation has recorded 26 violent/long-track tornados (136+ mph), nine of which occurred in Mississippi. The National Weather Service (NWS) data reflects that the Natchez tornado of 1840 resulted in 317 deaths and the Tupelo tornado of 1936 had a total of 216 deaths. These tornados ranked in the top five deadliest tornados on record.

The most tornados recorded in one year in Mississippi occurred in 2005 with a total of 120 tornados. This large number was directly contributed to both Hurricanes Katrina and Rita of that year.

On April 24, 2010, Mississippi experienced a historic tornado which ranked as the fourth longest in Mississippi history with a maximum width of 1.75 miles and ranked as the ninth deadliest tornado, resulting in 10 fatalities.

According to the NWS, in April 2011 Mississippi set a new record for tornadoes in any month with a total of 67 tornadoes. On April 27, 2011 several Mississippi communities were hit by two EF5 tornadoes with winds in excess of 200 mph. This is the first time since 1990 that any state has recorded two EF5 tornadoes on the same day. When the super-outbreak was over, 37 lives were lost and 49 counties and the Mississippi Band of Choctaw Indians reported some damages from strong winds, tornadoes and flooding.

Additionally, on February 10, 2013, the City of Hattiesburg was hit by a violent EF4 multiple-vortex wedge tornado that devastated portions of Hattiesburg and Petal, Mississippi as well as surrounding locations. The Hattiesburg tornado was one of eight tornadoes that touched down in southern Mississippi and southwestern Alabama that day. The tornado reached a maximum path width of 0.75 miles and reached estimated maximum sustained winds of 170 mph in the Oak Grove community of west Hattiesburg. The tornado injured 82 people (see [www.noaa.gov](http://www.noaa.gov)) and caused damage amounting to \$15.6 million. This was the first violent tornado to occur in Lamar and Forrest counties since April 24, 1908 in which 143 people were killed. (See [www.fema.gov/disaster/4101](http://www.fema.gov/disaster/4101))

In 2014, Mississippi was hit with a powerful spring storm system (April 27 - 30). The most devastating tornado was the EF-4 which tore a path across NE Leake County on April 28, the corners of Attala/Neshoba counties, and through the heart of Winston County where the city of Louisville was especially hard hit. According to the National Weather Service, this tornado was on ground for 34.3 miles and resulted in 11 fatalities and many injuries. Other hard hit counties were Lowndes, Rankin, Hinds, Scott, Newton, Montgomery, Warren and Jones. Each of these counties experienced at least one tornado, some multiple tornadoes. Overall, 21 tornadoes were confirmed. Of these tornadoes, three were rated EF-3, three rated EF-2, 12 rated EF1 and two rated EF-0.

#### Flooding

Floods occur seasonally with general or torrential rains associated with tropical storms that later drain into river basins and fill them with an abundance of water. Rivers, lakes and other water bodies have always overflowed their normal beds to inundate nearby land. The land adjacent to these bodies of water is called the floodplain.

Mississippi is prone to four types of flooding: river flooding, flash flooding, coastal (tidal) flooding and drainage flooding. Many areas in the state are located within the 100-year floodplain and more than 300 communities have been federally identified as Special Flood Hazard Areas.

(SFHA) Since 1892, approximately 90 percent of the counties in the State have been impacted by flooding. The Mississippi River Flood of 1927 resulted in some 246 deaths, more than 600,000 left homeless and approximately \$284 million in property damage. Additionally, the Pearl River Flood (Easter Flood) of 1979 resulted in four deaths and approximately \$400 million in property damage.

In April and May, 2011 the Mississippi River once again overflowed its banks causing the U.S. federal government to declare 13 counties along the Mississippi River and its tributaries as federal disaster areas. A total of 1,262 applications were approved by FEMA for housing needs. The total amount of assistance requested from FEMA was \$13.7 million. Of this amount almost \$13 million went to meet housing needs through the individual assistance program. The remaining funds went toward other needs assistance.

Since 1984, under provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (PL 93-288 as amended) and its predecessor, the Disaster Relief Act of 1970 (PL 91-606), 19 floods have resulted in being federally declared "Major Disasters."

#### Wildfire

Agriculture is Mississippi's number one industry, employing 29 percent of the state's workforce either directly or indirectly. With approximately 42,000 farms in the state covering 11 million acres, wildfires in Mississippi could not only threaten human life, but economic viability as well.

Mississippi's total land area is 30.2 million acres and the total forest acreage is 20 million. Forestry directly creates 15,163 jobs statewide and supports a total of 123,659 jobs. Mississippi forests create a \$17.4 billion value added to the economy each year. Since 1990, 45 counties per year (out of 82) have had timber as the most valuable agricultural crop.

Mississippi traditionally has two wild land fire seasons each year. The first season usually begins in late October with the first frost and hardwood leaf drop and runs through December. The second season usually begins in February and runs to mid-April or until spring green-up. These seasons vary from year to year, depending on rainfall, wind and other weather factors. The southern one-third of the state generally tends to have the most wild land fire activity. According to the MFC 2012 Annual Report, Mississippi averages 3,200 wildfires a year burning more than 55,000 acres. Average wild land fire size is close to 15.9 acres. (See *State of Mississippi Standard Hazard Mitigation Plan*)

#### Winter Weather

Mississippi is potentially vulnerable to winter weather events which are categorized as heavy snow, ice storm, or winter storm (combination of ice, snow and freezing rain). According to the State of Mississippi Standard Mitigation Plan (2013), between 1996 and 2013, there were at least 73 damaging winter weather events with a reported loss of more than \$68 million in property damages. Event occurrence follows a geographic pattern. Winter storms occur most frequently in the northern counties with frequency of occurrence diminishing in a southward pattern.

In 1994, Mississippi experienced a damaging ice storm which was reported by the NWS as the worst since 1951. It not only affected Mississippi, but southeast Arkansas, west Tennessee, northwest Alabama and north Louisiana. Combined, the total damage estimates exceeded \$300 million and a federal disaster declaration for 26 counties.

In 1998, Mississippi experienced another winter storm which caused more than \$16 million in property damage.

In 2009/2010, NWS characterized Mississippi's winter as below-normal temperatures across the state. In Jackson, it was the fourth coldest winter since temperature records were first collected in 1896. It was also the ninth snowiest winter in Jackson, with one snowfall of 5.5 inches recorded by the NWS Forecast Office. In January 2010, prolonged sub-freezing temperatures caused massive failure of water mains throughout Jackson and the Central Mississippi region, creating problems for residents and causing emergency conditions at hospitals, police precincts, businesses, restaurants, communications systems and state facilities.

In 2015, Mississippi experienced multiple winter weather events between February and March.

In February, a winter weather system affected much of the north central part of the state. Counties in this region saw between 3-6 inches of snow. Some areas reported nearly 10 inches of accumulation. Several fatalities occurred and power outages were reported from 16 counties.

In March, moderate sleet fell in portions of Central Mississippi. Certain portions of the Delta experienced significant accumulation. Other areas south and east Mississippi saw sleet, with little or no accumulation. The Natchez Trace corridor received between ½ inch to 1 - 2 inches in the northern parts of the Delta. During both events, schools, state and local government agencies were closed or had delayed openings.

#### Man-made and Technological Hazards

Mississippi is home to significant infrastructure, populations and government functions that place it at risk for unintentional or intentional acts which could cause physical damage, casualties, or operational disruptions. Over the years, the frequency of man-made and technological hazards has increased mainly due to the number and availability of hazardous substances and the potential for human error. The vast network of interstate highways and railways result in vulnerabilities to hazardous material releases from both stationary and transportation sources.

Specific man-made or technological hazards which could occur include:

A virulent strain of pandemic influenza - This type of hazard has the potential to cause casualties in the hundreds of thousands and result in economic loss. Additional human and animal infectious diseases, including those previously undiscovered, may present significant risk.

Dam failures or chemical substance spills or releases - This type of hazard may have the potential to cause extensive fatalities and severe economic impacts and the likelihood of occurrence may increase due to aging infrastructure

Terrorist organizations or affiliates - These organizations may seek to acquire, build and use weapons of mass destruction (WMD) Conventional terrorist attacks, including those by "lone actors" employing explosives and armed attacks, present a continued risk to the state

Cyber-attacks - Attacks such as this can have their own catastrophic consequences and can also initiate other hazards, such as power grid failures or financial system failures, which magnify the potential impact of cyber incidents

For further information regarding West Point and Clay County's hazards, vulnerabilities and how the county expects to receive (or provide) assistance within its local response structures refer to the *West Point Clay County Standard Mitigation Plan*, the Emergency Support Functions, Support and Incident Annexes of this county CEMP and the Mississippi Office of Homeland Security's (MOHS) website at [www.homelandsecurity.ms.gov](http://www.homelandsecurity.ms.gov)

**E Capability Assessment**

With preparedness as the foundation, the CEMP utilizes the mission areas of protection, prevention, response, recovery and mitigation to implement three core capabilities that span all five mission areas Planning, Public Information and Warning and Operational Coordination (Refer to Table 2, pg 13)

Preparedness - Refers to the actions taken to plan, organize, equip, train and exercise to build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the state

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Preparedness is a shared responsibility of the *whole community*. Every member contributes, including individuals, communities, the private and nonprofit sectors, faith-based organizations and federal, state and local governments. Preparedness also includes children, individuals with disabilities and others with access and functional needs, diverse communities and people with limited English proficiency. (Refer to page 26 for more information on populations with access and functional needs.)

Table 1

<p><b>Whole Community is a philosophical approach in how to conduct the business of emergency management</b></p> <p><b>Benefits include:</b></p> <ul style="list-style-type: none"> <li>• Shared understanding of community needs and capabilities</li> <li>• Greater empowerment and integration of resources from across the community</li> <li>• Stronger social infrastructure</li> <li>• Establishment of relationships that facilitate more effective prevention, protection, mitigation, response and recovery activities</li> <li>• Increased individual and collective preparedness</li> <li>• Greater resiliency at both the community and national levels</li> </ul> <p>Source: A Whole Community Approach to Emergency Management: Principles, Themes and Pathways for Action FDOC 104 008 1 / December 2011</p>
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Mission Areas

**Protection** - Refers to those capabilities necessary to secure the homeland against acts of terrorism and man-made or natural disasters. Protection capabilities include, but are not limited to: defense against WMD threats, defense of agriculture and food, critical infrastructure protection, protection of key leadership and events, border security, maritime security, transportation security, immigration security and cyber security.

**Prevention** - Refers to those capabilities necessary to avoid, prevent or stop a threatened or actual act of terrorism. Prevention capabilities include, but are not limited to: information sharing and warning, domestic counterterrorism and preventing the acquisition or use of WMD. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations, heightened inspections, improved surveillance and security operations, investigations to determine the full nature and source of the threat, public health and agricultural surveillance and testing processes, immunizations, isolation or quarantine and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

**Response** - Refers to those capabilities necessary to save lives, protect property and the environment and meet basic human needs after an incident has occurred. Response includes the execution of CEMPs, mitigation activities designed to limit the loss of life, personal injury, property damage and other unfavorable outcomes. Response also includes efforts to begin the process of returning to pre-emergency conditions.

**Recovery** - Refers to those capabilities necessary to assist communities affected by an incident to recover effectively, including, but not limited to: rebuilding infrastructure systems, providing adequate interim and long-term housing for survivors, restoring health, social and community services promoting economic development and restoring natural and cultural resources. Recovery

must begin as soon as possible which may be short-term or long-term in duration. The emergency management organization initiates procedures to assess needs and resources, establish priorities, review state and federal aid criteria and coordinate with representatives from both levels of government. Once the extent of the recovery effort is determined, the appointed recovery team members determine how best to manage the specific activities, what resources and personnel will be required and what other actions are needed to return the impacted areas to normal operations as quickly as possible. (Additional community-based recovery information is available in ESF #14)

**Mitigation** - Refers to those capabilities necessary to reduce loss of life and property by lessening the impact of disasters. Mitigation capabilities include, but are not limited to, community-wide risk reduction projects, efforts to improve lifelines, risk reduction for specific vulnerabilities from natural hazards or acts of terrorism and initiatives to reduce future risks after a disaster has occurred. Mitigation measures may be implemented prior to and after an incident and are often influenced by lessons learned from prior incidents. Measures may include zoning and building codes, floodplain buyouts and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses and the public on measures they can take to reduce loss and injury.

The MEMA Office of Mitigation is responsible for coordinating disaster loss reduction programs, initiatives and policies throughout the state. Disaster loss reduction measures are carried out through disaster reduction programs, initiatives and policies through the development of state and local hazard mitigation plans and the implementation of strategies identified in the plans.

The Office of Mitigation will review the mitigation actions, activities and ongoing projects as deemed necessary. The evaluation process will include project status and update such items as timeline, funding source and responsible entity. In addition, the Office of Mitigation will also review current programs and initiatives as identified by the grant manager. Any desired or necessary changes to the mitigation actions or programs will be communicated to senior management and other stakeholders.

**Core Capabilities**

**Planning** - Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational and/or community-based approaches to meet defined objectives.

**Public Information and Warning** - Deliver coordinated, prompt, reliable and actionable information to the whole community through the use of clear, consistent, accessible and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.

**Operational Coordination** - Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.

**WEST POINT CLAY COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN**

**Overview**

Core capabilities are essential for the execution of each of the five mission areas: Prevention, Protection, Mitigation, Response and Recovery (See Table 2 below). To assess both our capacity and our gaps, each core capability includes capability targets for which measures will be developed. The core capabilities and capability targets are not exclusive to any single level of government or organization, but rather require the combined efforts of the whole community.

Table 2. Core Capabilities by Mission Area

Prevention	Protection	Mitigation	Response	Recovery
<b>Planning</b>				
<b>Public Information and Warning</b>				
<b>Operational Coordination</b>				
<ul style="list-style-type: none"> <li>• Forensics and Attribution</li> <li>• Intelligence and Information Sharing</li> <li>• Interdiction and Disruption</li> <li>• Screening, Search and Detection</li> </ul>	<ul style="list-style-type: none"> <li>• Access Control and Identity Verification</li> <li>• Cyber Security</li> <li>• Intelligence and Information Sharing</li> <li>• Interdiction and Disruption</li> <li>• Physical Protective Measures</li> <li>• Risk Management for Protection Programs and Activities</li> <li>• Screening, Search and Detection</li> <li>• Supply Chain Integrity and Security</li> </ul>	<ul style="list-style-type: none"> <li>• Community Resilience</li> <li>• Long term Vulnerability Reduction</li> <li>• Risk and Disaster Resilience Assessment</li> <li>• Threats and Hazard Identification</li> </ul>	<ul style="list-style-type: none"> <li>• Critical Transportation</li> <li>• Environmental Response/Health and Safety</li> <li>• Fatality Management Services</li> <li>• Infrastructure Systems</li> <li>• Mass Care Services</li> <li>• Mass Search and Rescue Operations</li> <li>• On scene Security and Protection</li> <li>• Operational Communications</li> <li>• Public and Private Services and Resources</li> <li>• Public Health and Medical Services</li> <li>• Situational Assessment</li> </ul>	<ul style="list-style-type: none"> <li>• Economic Recovery</li> <li>• Health and Social Services</li> <li>• Housing</li> <li>• Infrastructure Systems</li> <li>• Natural and Cultural Resources</li> </ul>

Table 1 Resource National Preparedness Goal First Edition, September 2011 pg 2

**F Assumptions**

- Federal civil rights laws in Section IV of the FEMA Guide "Accommodating Individuals with Disabilities in the Provision of Disaster Mass Care, Housing, & Human Services" require equal access for, and prohibit discrimination against, people with disabilities in all aspects of emergency planning, response, and recovery
- To comply with Federal law, those involved in emergency management should understand the concepts of accessibility and nondiscrimination and how they apply in emergencies
- Incidents mean an occurrence or event (natural, technological, or human-caused), that requires a response to protect life, property, or the environment. Examples include major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wild land and urban fires, floods, hazardous materials (HAZMAT) spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, tsunamis, war-related disasters, public health and medical emergencies and other occurrences requiring an emergency response
- Incidents may occur at any time with little or no warning in the context of a general or specific threat or hazard and they may involve single or multiple geographic/jurisdictional areas
- All incidents begin and end locally and are typically managed at the lowest possible geographic, organizational and jurisdictional level
- Government at all levels must continue to function under all threats, emergencies and disaster conditions
- Executive Order No 932 designates NIMS as the basis for all incident management in the State of Mississippi. Therefore, incident management activities shall be initiated and conducted using the NIMS Command and Management principles. In accordance with NIMS requirements, the Incident Command System (ICS) will be used as the on-scene management system
- West Point and Clay County has adopted a Unified Command (UC) structure for incident management
- Local governments possess varying levels of capabilities, plans, procedures and resources to provide for the safety and welfare of their people. They also vary in their capacity to protect property and the environment in times of emergency or disaster
- Incidents may cause significant alterations and damage to the environment resulting in numerous casualties and fatalities, displaced individuals, property loss, disruption of normal

life support systems, disruption of essential public services and damage to basic infrastructure

- Incidents pose a challenge for the whole community but specifically the special needs population which includes children, individuals with disabilities and others with access and functional needs, diverse communities, the elderly and people with limited English proficiency. These groups may be lacking in resources such as food, shelter and transportation. ESF #6 will coordinate all local efforts to provide sheltering and temporary housing, feeding, and other human needs following a catastrophic disaster requiring mass care assistance. ESF #1 and ESF #8 will assist with transportation requirements for special needs populations.
- Approximately 13% percent of West Point and Clay County's population is disabled. Preparedness, prevention, response, recovery and mitigation efforts will be consistent with federal policy and guidelines. Emergency efforts will enable people with disabilities to evacuate, use emergency transportation, stay in shelters and participate in all emergency and disaster related programs together with their service animals. (Refer to <http://factfinder2.census.gov> for disability statistics)
- Persons with pets may be hesitant to evacuate or seek shelter. ESF #11 will develop strategies for the evacuation and shelter of persons with pets.
- Incidents may attract a sizeable influx of independent, spontaneous volunteers and supplies and may require prolonged, sustained incident management operations and support activities.
- Individuals, community based organizations, and businesses will offer services and support in time of disaster.
- Incidents may overwhelm capabilities of local and tribal governments and private-sector infrastructure owners and operators.
- Mutual aid and other forms of assistance will be rendered when impacted jurisdictions exhaust or anticipate exhausting their resources.
- The Director of West Point Clay County Emergency Management Agency or their respective representative may request assistance directly from another participating party by contacting that party through the Statewide Mutual Aid Compact (SMAC). The requests may be verbal, in writing, or through the use of the Mississippi State Notification System called WebEOC®.
- The greater the complexity, impact and geographic scope of an emergency, the more multiagency coordination will be required.

## WEST POINT CLAY COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

- Local governments may request state assistance when the local resources for incident management become inadequate. MBCI, which is a sovereign state and has the power to request assistance independently of the, has elected to function in the same manner as the other counties within the state of Mississippi ("Accord Between the Executive Branches of the Mississippi Band of Choctaw Indians and the State of Mississippi," 24 November 1997. Kept under separate cover)
- When a major emergency or disaster occurs in any locality, an evaluation of the severity and magnitude will be made by MEMA in coordination with local officials and representatives of other state and federal agencies
- If the situation in West Point or Clay County warrants support from the state, the Clay County Board of Supervisors or the Mayor and Board of Selectmen will sign a **Resolution Requesting Governor to Proclaim a State of Emergency (DR-4)** and submit to MEMA through e-mail, fax, WEBEOC or the MEMA Area Coordinator (AC)
- If the situation in West Point or Clay County warrants support from the state the Governor will declare a state of emergency and the State Emergency Operations Center (SEOC) will be activated at the appropriate level to support a coordinated response
- If an incident exceeds the capabilities of both the state and local governments, the state will request assistance from other states using the Emergency Management Assistance Compact (EMAC)
- The Federal government will provide emergency assistance to Mississippi when requested and in accordance with the NRF. Federal assistance is provided by the Robert T. Stafford Disaster Relief and Emergency Assistance Act [§Public Law (PL) 93-288, as amended by PL 100-707] through the implementation of the NRF, or by Presidential Declaration of either an "Emergency" or "Major Disaster."

## **II CONCEPT OF OPERATIONS**

Incidents typically begin and end locally and are managed on a daily basis at the lowest possible geographical, organizational, and jurisdictional level. This plan takes into account the involvement of the whole community, which includes individuals, communities, the private and non-profit sectors, faith-based organizations, and federal, state and local governments who are mandated or encouraged to develop, exercise, and maintain individual CEMPs.

When local resources become exhausted emergency managers depend on the involvement of multiple jurisdictions for support. Therefore, it is imperative that the whole community be prepared to assist in this effort. This plan will be activated under the direction of the Clay County Board of Supervisors, Mayor and Board of Selectmen or by their designee in response to emergency or disaster events which prove to exceed the ability and resources of local emergency management.

**A National Response Framework (NRF)**

The NRF is a guide to how the nation conducts all-hazards incident response. The NRF states that the role of a state government during emergency response is to supplement local efforts before, during and after a disaster or emergency situation. If a state anticipates its needs may exceed its resources, the Governor can request assistance from other states through mutual aid agreements (MAAs), EMAC, and/or the federal government. **If a county in Mississippi anticipates its needs may exceed its resources, the county Board of Supervisors can request assistance from other counties through the SMAC Agreement.**

The NRF emphasizes the concept of resilient communities. Resiliency begins with prepared individuals and depends on the leadership and engagement of local government, civic leaders and private sector businesses and organizations. These entities should work with individuals, families and service providers for people with disabilities and others with access and functional needs to enhance their awareness of risk levels and specific threats, develop household emergency plans that include household pets and service animals and prepare emergency supply kits.

**B National Incident Management System (NIMS)**

NIMS provides a consistent framework for incident management, regardless of the cause, size, or complexity of the incident. NIMS provides the nation's first responders and authorities with the same foundation for incident management for all hazards.

Executive Order No. 932 as signed by the Governor of the State of Mississippi designates the NIMS as the basis for all incident management in the State of Mississippi. NIMS provides a consistent nationwide approach for federal, state, tribal and local governments to work together to prepare for, prevent, respond to and recover from domestic incidents, regardless of cause, size, or complexity. **West Point and Clay County has adopted the Incident Management System by signing a NIMS Standard Operating Guideline (SOG) which implements the Incident Command System in this county.**

The components of NIMS include:

- Incident Command System (ICS)
- Multi-agency Coordination Systems (MACS)
- Training
- Identification and management of resources (including systems for classifying types of resources)
- Qualification and certification

- Collection, tracking, and reporting of incident information and incident resources

**C. Incident Command System (ICS)**

ICS is a critical component of NIMS and is used to manage all incidents. ICS is used to organize on-scene operations for a broad spectrum of emergencies from small to complex incidents, both natural and man-made. The field response level is where emergency management/response personnel, under command of an appropriate authority, carry out tactical decisions and activities in direct response to an incident or threat. Resources from the federal, state, tribal, or local levels, when appropriately deployed, become part of the field ICS as prescribed by the local authority. ICS is used by all levels of government – federal, state, tribal, and local – as well as by many non-governmental organizations (NGOs) and the private sector. ICS is applicable across disciplines.

ICS Management includes the following characteristics:

- Common Terminology
- Modular Organization
- Management by Objectives
- Reliance on an Incident Action Plan (IAP)
- Manageable Span of Control
- Pre-designated Incident Mobilization Center Locations and Facilities
- Comprehensive Resource Management
- Integrated Communications
- Establishment and Transfer of Command
- Chain of Command/Unity of Command
- Unified Command
- Accountability of Resources and Personnel
- Deployment



- Information and Intelligence Management

**D Unified Command System (UC)**

Unified Command is a structure that brings together the Incident Commanders of different organizations/agencies involved in the incident in order to coordinate an effective response while at the same time carrying out their own jurisdictional responsibilities

The UC links the organizations/agencies responding to the incident and provides a forum for these entities to make consensus decisions. Under the UC, the various jurisdictions and/or agencies and non-government responders are co-located or closely coordinate and communicate throughout the operation to create an integrated response team.

The UC is responsible for overall management of the incident and possesses the decision-making authority. The UC directs incident activities, including development and implementation of overall objectives and strategies and approves ordering and releasing of resources. Members of the UC will work together to develop a common set of incident objectives and strategies, share information, maximize the use of available resources and enhance the efficiency of the individual response organizations.

UC members shall represent an appropriate level of authority in their respective organizations and agencies as well as the resources to carry out their responsibilities. The UC members may change as the response transitions out of emergency response into recovery. In conjunction with the ICS the UC enables state agencies and the federal government to carry out their own responsibilities while working cooperatively within one response management system.

**E Multi-agency Coordination System (MACS)**

Multi-agency coordination is a cornerstone of comprehensive emergency management. Fundamentally, MACS provide support, coordination and assistance with policy-level decisions to the ICS structure managing an incident. MACS may be required on large or wide-scale incidents that require higher-level resource management or information management. The primary functions of MACS are to

- Support incident management policies and priorities
- Facilitate logistics support and resource tracking
- Make resource allocation decisions based on incident management priorities
- Coordinate incident-related information
- Coordinate interagency and intergovernmental issues regarding incident management policies, priorities and strategies

MACS include emergency operations centers, such as the West Point Clay County Emergency Operations Center and the State Emergency Operations Center (SEOC), and, in certain multi-jurisdictional or complex incidents, multi-agency coordination entities. Multi-agency coordination entities are responsible for

- Ensuring that each involved agency is providing situation and resource status information
- Acquiring and allocating resources required by incident management personnel
- Coordinating and identifying future resource requirements
- Coordinating and resolving policy issues
- Providing strategic coordination

**F Public Information/Interoperable Communications**

**1 Public Information**

Public information consists of processes, procedures and systems to communicate timely, accurate and accessible information on the incident's cause, size and current situation to the public, responders and additional stakeholders. Public information must deliver coordinated, prompt, reliable and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.

Translation of important MEMA materials ensures that Public Information Officers (PIOs) are able to communicate risk and safety actions to nearly all citizens of Mississippi. This includes non-English speaking populations. Translation services are available commercially and have been identified by the MEMA PIOs. *Note: West Point Clay County EMA has translators for the non-English speaking population on file and can be called upon in the time of need.*

Interpretation for the deaf and hard of hearing is also of critical importance. MEMA PIOs will contact a certified interpreter from the MS Department of Rehabilitation Services to participate in critical MEMA news conferences from the State Emergency Operations Center. Critical news releases and information may also be interpreted and distributed through the use of vendors who specialize in translation into American Sign Language and posted and distributed via the Web. Specific vendor information along with detailed procedures for providing alternate communication for individuals with disabilities, such as deaf interpreting services or braille, are found in the MEMA External Affairs SOG (under separate cover). *Note: West Point and Clay County utilizes MEMA for translation services.*

2 **Interoperable Communications**

NIMS stresses that the success of incident response and recovery operations depends on the availability and redundancy of critical communications systems to support connectivity to internal organizations, other departments or jurisdictions, and the public. The Clay County and The City of West Point government and its agencies, as well as local jurisdictions, will strive to achieve interoperable communications, including testing their communications equipment bi-annually to assess the adequacy to support essential functions and activities and ability to communicate with first responders, emergency personnel, federal and state governments, other agencies and organizations and the general public. The Mississippi Wireless Communications Commission (WCC) heads up the statewide communications 700 MHz communications project funded by several federal agencies (i.e. FEMA and the Federal Communications Commission (FCC)). This system was developed to insure interoperability between Federal, State, tribal, and local levels of government. All counties and the MBCI maintain their own local radio systems. However, they have access to this system.

West Point and Clay County utilizes both traditional communications systems and modern technologies such as WebEOC®, Internet, high frequency (HF) phones, radios and satellite networks combined with backup from other local agencies tasked under this plan to enhance the county's capability in communications and automated data systems.

Internal and external communications equipment is essential to support disaster recovery efforts. Each is needed to disseminate instructions and operational guidance. Internal communications equipment may utilize existing telephone systems, e-mail, satellite radio, facsimile machines, HF radio, or messengers (in extreme situations). External communications utilize existing systems, in a major disaster, existing communications may require augmentation to handle the increased volume of traffic.

G **Local, State and Federal Relationships**

The West Point Clay County CEMP addresses the full spectrum of emergency management activities related to incident management for response and recovery, consistent with state law. The MS Code Ann. § 33-15-1(1972) is the legal guidance for all emergency management operations. It addresses legal issues as it relates to preparedness, response, or recovery actions. MS Code Ann. § 33-15-21(1972) addresses the liability protection that is available to responders.

FEMA IV "Non-Discrimination Principles of the Law" addresses Federal civil rights laws which require equal access for, and prohibit discrimination against, people with disabilities in all aspects of emergency planning, response, and recovery. State and local plans adhere to Federal non-discrimination laws governing emergency management preparedness, response, and recovery actions. Key non-discrimination concepts applicable under such federal laws and how they apply to all phases of emergency management can be found at <http://www.fema.gov/iv-non-discrimination-principles-law>

1 Local

The initial responsibility for the first level of response, emergency actions, direction, control and coordination rests with the local government through both its elected and appointed officials. County and municipal governments handle the majority of emergencies in accordance with local laws and community requirements.

**The West Point Clay County Emergency Management Director is recognized as the legal authority for requesting all state and federal assistance as stated in Mississippi Emergency Management Law and the Mississippi Comprehensive Emergency Management Plan (CEMP 9/2015)**

Local police, fire, emergency medical services (EMS), emergency management, public health and medical providers, public works, and other community agencies are often the first to be notified about a threat or hazard and to respond to an incident. These entities work with individuals, families, and service providers for people with disabilities and others with access and functional needs to enhance their awareness of risk levels and specific threats, develop household emergency plans that include household pets and service animals, and prepare emergency supply kits. Information on how to prepare emergency supply kits can be found on the MEMA website at [www.msema.org](http://www.msema.org) and on [www.ready.gov](http://www.ready.gov).

If an incident escalates and exceeds the capability of local resources and personnel, state resources may be made available through coordination with MEMA. Local authorities should respond to the severity and magnitude of the incident by

- Proclaiming a "Local Emergency" [MS Code Ann § 33-15-17 (d)(1972)]
- Fully employing their own resources [MS Code Ann § 33-15-49(1972)]
- Designating capable personnel to make requests to MEMA for additional resources, if necessary [MS Code Ann § 33-15-17(a) (1972)]

Counties and other localities should implement the State Mutual Aid Compact (SMAC) and/or MAAs with each other, as well as with neighboring jurisdictions, local organizations or chapters of volunteer organizations, private industry or others, as appropriate.

**Each municipality within a county must coordinate requests for state and federal emergency response assistance through the county emergency management agency.**

Assistance from higher levels of government is obtained by requests from the head of the affected local government (or the designated representative) to the head of the next higher level of government.

Local government officials shall take formal action to proclaim the existence of a local emergency [MS Code Ann § 33-15-17(d) (1972)] and record the action in the minutes of the board or council meeting.

Requests for assistance from a local government will, at a minimum, contain the following

- The specific cause(s) of the emergency or disaster
- The effective date (beginning of the incident)
- The anticipated date the emergency will expire **(By law, an emergency action automatically ends 30 days from the date of enactment unless it is extended by official action of the governing body)**
- Special provisions deemed necessary to cope with the situation These include, but are not limited to suspension of selected routine public services, reallocation of scarce resources such as fuel, energy, food and water supplies, reassignment of manpower; movement, combination, or relocation of government offices, activation of shelters, imposition of curfews and provision for emergency purchasing authority

Local government officials, through the Civil Defense/Emergency Management (CD/EM) Director, or designee, are expected to submit minimum prescribed reports to MEMA according to state reporting requirements These reports, which are found on the MEMA web page, [www.memams.gov](http://www.memams.gov), are updated periodically and include the following

- Initial Disaster Report (MEMA DR-1) - Due within 4 hours of incident
- Situation Report (MEMA DR-2) - Due within 24 hours of the incident and every 24 hours thereafter until the reporting process for that incident is finished
- Proclamation of Local Emergency (MEMA DR-3) **(Within 24 hours and renewed every 30 days as needed)**
- If state assistance is requested, a resolution requesting the Governor to proclaim a state of emergency (MEMA DR-4)

If local governments request state and/or federal assistance, local officials are required to submit, through the local emergency management director to MEMA, as agent for the Governor, the above reports plus the following assessments

- Full *Damage Assessment Package* (MEMA DA forms)
- Report of obligations and expenditures

All requests for resources and assistance from local governments must be documented WebEOC® is designated by MEMA as the primary tool for documentation of all requests (if the electronic connectivity is available during and following the incident) Requests may be

made by e-mail, telephone, or field copy via the MEMA Area Coordinator to the SEOC should connectivity not be available

The policy and responsibility of MEMA is to identify, monitor, and evaluate potential problem conditions that might affect the state and its political subdivisions, when possible, advise or warn those areas potentially affected, and receive, evaluate, and respond to requests for emergency or disaster assistance from local government entities as appropriate

MEMA will make an evaluation of the situation, based on local government reports and other reports made available by personnel from supporting state agencies and departments and recommend to the Governor whether to declare a state of emergency

## 2 State

The mission for the Mississippi Emergency Management Agency is to ensure that the public is educated on what disaster or emergencies may occur and how to best protect themselves and their property. This is accomplished through public awareness campaigns, tours of the State EOC, public speaking engagements and public relations materials that include public service announcements, news releases, the agency's website, social media and printed handout materials.

A top priority for the Mississippi Emergency Management Agency is building a new "Culture of Preparedness," to ensure that every Mississippian is prepared for any type of disaster, whether natural or man-made. Preparedness begins with individuals and families, but a key component is for communities to come together and help one another prepare. MEMA encourages every family to have a fully-stocked disaster supply kit, and also have a home evacuation plan. Detailed information for individuals, families, and community preparedness are located on the MEMA website [www.msema.org](http://www.msema.org) under "be prepared."

The State's policy is that all emergency management functions be coordinated to the maximum extent with comparable functions of the federal government [MS Code Ann. § 33-15-(3) (b) (1972)]

When the Governor declares an emergency the full resources of State government, as directed by MEMA, shall be made available to provide assistance to local governments, or to otherwise fulfill state responsibilities.

MEMA is authorized to request other State of Mississippi agencies to complete various tasks as appropriate for effective emergency management as defined in [MS Code Ann. § 33-15-11(1972)]

Resources will be requested by local government or state agencies in WebEOC® and tasked by the Logistics Chief or designee to the affected area (see ESF #7 and Logistics Management Annex). The Resources Unit, within the SEOC Plans Section, will track personnel only deployed in support of response efforts.

If the state becomes overwhelmed and federal assistance is needed, the Governor may proclaim a state of emergency [MS Code Ann § 33-15-11(b) (16) (1972)], implement the state CEMP and request federal assistance in one of two forms

- A request is made to the Regional Director of FEMA for implementation of the NRF to provide immediate response and early recovery assistance. This request for the NRF may or may not be preliminary to a request for the President to declare either an emergency or a full scale major disaster
- A request is made to the President through FEMA to declare either an emergency or a major disaster for specific areas (counties)

The request to the President to declare either an emergency or major disaster is prepared as follows

- MEMA prepares the request for a Presidential Declaration and submits it to the Governor for signature
- After the Governor signs the request, it is forwarded to the Regional Director of FEMA, who forwards it to the Administrator of FEMA, who then forwards it to the President

If the Governor requests and receives a Presidential Declaration of an emergency or major disaster, state and federal personnel are appointed to coordinate the joint process in the Joint Field Office (JFO)

The MEMA Executive Director, unless otherwise directed by the Governor, serves as the Governor's Authorized Representative (GAR) to sign legal documents. The GAR authorizes all state requests for federal assistance and obligates the state for its matching share (25 percent, or less, depending on the federal-state agreement) of total approved costs. The MEMA Executive Director or designee normally serves as both the State Coordinating Officer (SCO) to coordinate response and recovery activities and as the alternate GAR.

### **3 Federal**

Should an incident be catastrophic (i.e., of such severity and magnitude to require immediate federal assistance without delay), FEMA will initiate the preliminary process to implement assistance as outlined in the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

FEMA will coordinate the dispatch of a federal interagency Incident Management Assistance Team (IMAT) to the SEOC to monitor and evaluate the development and impact of the incident. Depending upon the severity of the incident, representatives of designated ESFs, both state and federal, follow the federal IMAT to coordinate activation of each ESF, as needed. Federal agencies supporting each ESF assume a close working relationship with the

state agency having primary responsibility for that function. The state maintains the primary responsibility for response and recovery functions while federal counterparts coordinate for federal resource support. Federal government representatives assigned the lead of ESFs are requested to be present at the Mississippi SEOC or JFO and to be seated side-by-side with state leaders for corresponding ESFs.

FEMA may dispatch a Regional IMAT, consisting of regional-level staff, as a first deployment to the field in response to a disaster incident.

When resources of the FEMA Region have been, or expect to be, overwhelmed in the event of a catastrophic incident, FEMA will dispatch a National IMAT.

If an incident is thought to be an act of terrorism, the Secretary of Department of Homeland Security will, in consultation with other federal departments and agencies as appropriate, provide coordination for federal operations and/or resources and conduct ongoing communications with the State of Mississippi to maintain situational awareness, analyze threats, assess national implications of threat and operational response activities and coordinate threat or incident response activities with the State of Mississippi.

**4 Local, State, and Federal Relationships - At Risk Populations and those with Access and Functional Needs**

West Point and Clay County recognizes that throughout all mission areas and phases of emergency management the local, State, and Federal government must take into account the needs of the whole community. West Point and Clay County adheres to FEMA IV "Non-Discrimination Principles of the Law" which require equal access for, and prohibit discrimination against, people with disabilities in all aspects of emergency planning, response, and recovery. There will be no discrimination on grounds of race, color, religion, nationality, sex, age, handicap, language, or economic status in the execution of disaster preparedness or disaster relief and assistance functions. This policy applies equally to all levels of government, contractors, and labor unions. Consumer complaints pertaining to alleged unfair or illegal business practices during the emergency will be referred to the State Attorney General's Consumer Protection Division.

Specific members of the population of special interest are:

**a Populations with Access and Functional Needs**

According to the 2016 American Community Survey (1-year Estimates) there are approximately 2,606 or 13% percent of West Point and Clay County's population who are disabled. (Source: <http://factfinder2.census.gov>)

Populations with access and functional needs may include those members of the community who:

- Have disabilities



- Live in institutionalized settings
- Are elderly
- Are children
- Are from diverse cultures
- Have limited English proficiency or are non-English speaking
- Are transportation disadvantaged

These members of the community may have needs before, during and after an incident in access and functional areas, including but not limited to maintaining independence, communication, transportation, supervision, and medical care

When considering this population and others who are at-risk emergency management plans should take into account the following

- Communications and Public Information - Emergency notification systems must be accessible to ensure effective communication for people who are deaf/hard of hearing, blind/low vision, or deaf/blind
- Evacuation and Transportation - Evacuation plans must incorporate disability and older adult transportation providers for the purpose of identifying the movement of people with mobility impairments and those with transportation disadvantages

During State-declared catastrophic incidents, the Mississippi State Department of Health (MSDH) utilizes specialized vehicles such as ambulatory buses and wheelchair vans for affected populations with special medical needs. However, these vehicles can be used for persons with functional needs requirements as well. The vehicles are maintained at the county MSDH offices. Additionally, the Mississippi Department of Transportation (MDOT) maintains a fleet of public transit vehicles that are used on a day-to-day basis to transport the elderly and those who have transportation challenges. These vehicles will be called upon to augment ESF #6 requirements for ensuring that affected persons with functional needs and special medical needs are provided for.

- Sheltering - Care and shelter plans must address the access and functional needs of people with disabilities and older adults to allow for sheltering in general population shelters

- Americans with Disabilities Act of 1990, As Amended -When shelter facilities are activated, the state will work with local officials to ensure they accommodate the provisions of the Americans with Disabilities Act (ADA) Refer to the ADA Checklist for Emergency Shelters, July 26, 2007, located at <http://www.ada.gov/pcatoolkit/chap7shelterchk.htm>
  
- Functional Needs Support Services (FNSS) Compliance - FNSS are defined as services that enable individuals to maintain their independence in a general population shelter. All shelters must meet physical and programmatic accessibility requirements as defined by the Americans with Disabilities Act. An FNSS designation means that shelters provide a higher level of attendant care than general population shelters. Any facility designated as an approved shelter must meet minimum safety requirements. To ensure consistency with State and Federal standards, guidelines, and best practices, all shelters are required to be American Red Cross (ARC) compliant. FNSS Compliance includes
  - a. Reasonable modifications to policies, practices, and procedures
  - b. Durable medical equipment
  - c. Consumable medical supplies
  - d. Personal assistance services
  - e. Other goods and services as needed

When local government becomes overwhelmed, MDHS will act in conjunction with the American Red Cross to meet victims' needs. Refer to [www.fema.gov/iv-non-discrimination-principles-law](http://www.fema.gov/iv-non-discrimination-principles-law) for FNSS Guidance. For FNSS shelter guidance, refer to "Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters" November 2010.

b. At-Risk Individuals

Plans must take into account the at-risk population such as, but not limited to, the homeless, transportation disadvantaged, those without communication systems such as telephones and tourists who may not be in contact with traditional emergency service providers. These individuals may find it difficult to access and use standard resources to prepare for, respond to, and recover from disasters. Local government and its political subdivisions must include provisions in their emergency response plans that address the specific needs of these individuals during response and recovery.

As the coordinating agency for ESF #6, it is the responsibility of the MDHS local office to coordinate the facilitating of additional services in FNSS shelters. Examples of these services include but are not limited to:

- Bariatric beds and linens
- Procurement of health aids (i.e. eyeglasses, canes, oxygen tanks, etc.)

- Language interpreters
- Communications aids (i.e. brail, hearing aids, etc.)

Additional information regarding FNSS in shelters can be found in ESF #6

### III ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

#### A. Organization

Clay County is organized into two levels of government: municipality and county. After the occurrence of emergencies or disasters, the Clay County Board of Supervisors or the Mayor and Board of Selectmen will assume Executive Emergency Powers of the Governor as provided under MS Code Ann. § 33-15-11(1972) and MS Code Ann. § 33-15-13(1972), otherwise cited as the *MS Emergency Management Act of 1995*.

#### B. Responsibilities

The intent of the West Point Clay County CEMP includes, but is not limited to: reducing the vulnerability of the people and property of this county, preparing for the efficient evacuation and shelter of threatened or affected persons, to include children, individuals with disabilities and others with access and functional needs, diverse communities and people with limited English proficiency, preparing for the evacuation and shelter of threatened household pets and service animals, providing for the rapid and orderly provision of relief to persons, and coordinating activities relating to emergency prevention, protection, response, recovery, and mitigation among and between agencies and officials of this state, with similar agencies and officials of other states, local and federal governments, interstate organizations, and the private sector.

#### C. Local

1. It is the responsibility of West Point and Clay County through its elected officials to establish and provide for the necessary organizational structure that will alleviate human distress and return the community to normal as soon as possible after a major emergency or disaster. To accomplish these goals, it is imperative that effective planning be accomplished.
2. Powers, rights, duties, functions, and privileges are exercised by the County Board of Supervisors and by the Mayors and governing boards of all municipalities.
3. *The Emergency Management Act of 1995* requires each county operating individually or jointly, to establish and maintain a local emergency management organization. Local officials will appoint a local Emergency Management Coordinator or official who will have direct responsibility for the organization, administration and operation of a local

organization for emergency management, subject to the direction and control of local officials

- 4 **As stated in Title 33, Chapter 15 Mississippi Code of 1972, Annotated**, each county will develop an emergency management plan and program that is coordinated and consistent with Mississippi's CEMP
- 5 Incident management activities shall be initiated and conducted using the NIMS command and management principles. In accordance with NIMS requirements, the ICS will be used as the on-scene incident management system
- 6 Local CEMPs should be prepared and revised annually to reflect any local, tribal, State, or Federal changes. MEMA will schedule a two-year review and assist the counties in a rewrite every five years. (See § 33-15-14 of the MS Emergency Management Law Preparation and maintenance of state comprehensive emergency management plan )
- 7 Local plans should be tested and exercised annually to ensure they are adequate and represent the current level of local capability to respond to and recover from a disaster or emergency. These plans must also be compatible with the State's CEMP and provide guidance and operating procedures to apply for supplemental state and federal assistance after local resources are committed or exhausted
- 8 **All local personnel that are funded through the Emergency Management Performance Grant (EMPG) must participate in at least three exercises annually. Additionally, completion of certain NIMS and professional development courses is required (or must meet current FEMA guidelines)**
- 9 Agencies of local governments are assigned responsibilities and specific tasks by the local governing body according to their capabilities. They are responsible for initial response and relief efforts and for advising their government officials when assistance is needed
- 10 The President of the Board of Supervisors is the primary official responsible for action of county government. The Mayor is the Chief Executive Officer responsible for actions of municipal government. County and city governing authorities are authorized to
  - Assign and make available employees, property, and equipment for emergency operations
  - Establish a local EOC and secondary control centers to serve as emergency command posts

- If warranted, proclaim a local emergency to exist upon the occurrence or imminent threat of a natural disaster
- Activate local plans and appropriate MAAs
- Prepare and submit requests for state assistance through the counties
- Accept services, equipment, supplies, or funds by gifts, grant, or loan from the State or Federal government or any person, firm, or corporation
- Organize and staff emergency preparedness entities for the purpose of coordinating and managing disaster response and recovery

11 In case of an emergency/disaster situation, the impacted counties/municipalities will be responsible for the following

- Coordinating the emergency response effort within their political jurisdictions (county and municipalities)
- Providing regular situational updates to MEMA
- Directing local evacuations, coordinating shelter activation and requesting outside assistance when necessary
- Activating MAAs and/or SMAC with neighboring counties and among municipalities within the county
- Proclaiming a local state of emergency and making a formal request for state assistance
- Designating local public information officers (PIOs) for coordination with the Joint Information Center (JIC)
- Documenting all requests for resources and assistance using WebEOC® (if the electronic connectivity is available during and following the incident)

Protective actions, such as evacuation and re-entry, are local in scope. In such cases, emergency preparation and response activities for an area are coordinated and administered by county officials, using local resources in accordance with county policies and plans.

12 Section 17-7-1 of the Mississippi Code provides for relocation of the center of local government in an emergency

The West Point Clay County Emergency Management Director, along with elected officials, is responsible for all policy level decisions in disaster situations (In the absence of an appointed Emergency Management Director, responsibility for this function will revert to the Deputy Director or County Administrator )

COOP/COG actions at local levels will be initiated and implemented in close collaboration with MEMA. It is the responsibility of every local government to develop a functional COOP/COG plan

**Continuity of Government**

- 1 Clay County
  - a) President of the Board of Supervisors
  - b) Vice President
  - c) Board Members in order of Seniority
  - d) Chancery Clerk
- 2 City of West Point
  - a) Mayor
  - b) Vice-Mayor
  - c) Board of Selectmen
- 3 Clay County Emergency Management Agency
  - a) Emergency Management Director
  - b) Designee

**D State**

1 State Government

- a The Governor is responsible for declaring that a state of emergency exists and at such time, directs all available state and local resources, as reasonably necessary, to cope with the disaster utilizing NIMS/ICS doctrine. This includes the designation of an "Emergency Impact Area", transfer and direction of personnel or functions of state agencies or units for the purpose of performing or facilitating disaster services and designation of a state level Incident Commander (IC) as needed
- b The State of Mississippi is responsible for providing assistance to any political subdivision within the state that requests emergency or disaster assistance. The MEMA Executive Director shall coordinate and cooperate with the President and other federal officials as well as review and execute intrastate and interstate MAAs and compacts (EMAC/SMAC)

- c During a declared emergency period, the state may take any action authorized under the provisions of the law without regard to a particular order, rule, or regulation of a state agency, if such action is necessary to protect the safety and welfare of the inhabitants of this state
- d Protection, prevention, response, and recovery efforts for all threats or acts of terrorism within the state, regardless of whether they are deemed credible and/or whether they escalate to a higher level, are coordinated with the Mississippi Department of Public Safety (DPS) and Mississippi Office of Homeland Security (MOHS) as referenced in the Terrorism Incident Annex of the Mississippi CEMP

**2 Mississippi Emergency Management Agency (MEMA)**

- a MEMA, with its Executive Director and staff, is authorized by MS Code Ann § 33-15-7(1972) MEMA has responsibility for the coordination of all state emergency management activities
- b MEMA operates as the 24-hour state warning point (Refer to ESF #2 - Communications and the MEMA Communications Standard Operating Guidelines (SOG) for additional information)
- c In the event an emergency or disaster situation develops within the state, the MEMA Executive Director shall activate the SEOC which will be staffed at the appropriate level throughout the duration of the situation
- d MEMA will coordinate resources in the field
- e MEMA can serve as liaison between local government and other State of Mississippi agencies

**3 Other State Agencies**

- a Per the Emergency Management Law, responsibilities have been assigned to various state agencies listed in this plan's ESFs and Support and Incident Annexes Agencies assigned the primary role are responsible for performing special emergency support functions
- b These agencies have been determined to have the appropriate resources and day-to-day operational expertise to provide guidance and leadership for supporting MEMA and local units of government Agencies assigned supporting roles are responsible for supporting primary agencies with resources and personnel

- c State agencies assigned primary and supporting roles in this plan are responsible for planning and preparing in the pre-emergency period to ensure capabilities exist to effectively carry out their emergency responsibilities and for ensuring rapid response should their assistance be required elsewhere in the state. Planning and preparation responsibilities include, but are not limited to annual revisions and updates as required of their respective ESFs, developing detailed SOPs, checklists, and an alert and notification system for key personnel whose services will be required immediately upon implementation of this plan [MS Code Ann § 33-15-14(2)(a)(vii)(1972)]
- d In addition to primary and support duties, other additional tasks may be assigned by MEMA to state agencies based on the existing need. As provided in [MS Code Ann § 33-15-11(1972)], all departments, agencies, offices and institutions of the state not assigned emergency responsibilities shall make their resources available in support of the emergency management program
- e Chief executives of the agencies shall designate agency representatives and key decision makers to be present at the county EOC until emergency operations return to manageable levels
- f Chief executives of the agencies shall designate PIOs to the JIC

4 Continuity of Operations Plan (COOP)/Continuity of Government (COG)

Section § 17-7-1 of the Mississippi Code, "Removal of sites of government in emergency resulting from natural, disaster, enemy attacks, etc ", provides for relocation of the center of State government in an emergency

- Whenever, due to an emergency resulting from a natural disaster, the effects of enemy attack, or the anticipated effects of a threatened enemy attack, it becomes imprudent, inexpedient or impossible to conduct the affairs of municipal and county governments or any subdivisions thereof at the regular or usual place or places thereof, the governing body of each political subdivision of this state may meet at any place within or without the territorial limits of such political subdivision on the call of the presiding officer or any two (2) members of such governing body, and shall proceed to establish and designate by ordinance, resolution or other manner, alternate or substitute sites or places as the emergency temporary location, or locations, of government where all, or any part, of the public business may be transacted and conducted during the emergency situation. Such sites or places may be within or without the territorial limits of such political subdivision and may be within or without this state

The MEMA Executive Director, along with the Governor, is responsible for all policy level decisions in disaster situations. In the absence of an appointed Emergency Management



Director, responsibility for this function will revert to the MEMA Chief of Staff or the Deputy Director(s)

COOP actions at the state level will be initiated and implemented in close collaboration with the Office of the Governor. It is the responsibility of every state government to develop a functional continuity plan.

a **Lines of Succession**

Formally defined lines of succession are of primary importance to protecting and preserving constitutional government. Interim successors are authorized to exercise all the powers and discharge all the duties of their office during an emergency in which they become successor. A minimum of three successors is recommended for each branch. Lines of succession are found in each agency's continuity plan. Both documents found under separate cover.

To ensure rapid response to any emergency situation or disaster requiring COOP implementation, pre-delegated authorities for making policy determinations and decisions are given to the Executive Director/designee of MEMA.

In the event of an act of terrorism or threat(s) of violence the MOHS shall be the lead investigative agency with direct report to the Office of the Governor as outlined in State Statute (Codes, 1942 3980 5, Laws, 1947, 2<sup>nd</sup> Ex Ch 2, 1-4)

**E Federal**

When an incident occurs that exceeds or is anticipated to exceed state, tribal, or local resources, as outlined in the NRF, the Federal government will provide resources and capabilities to support the state response.

**F Tribal**

The Tribal leader for the Mississippi Band of Choctaw Indians (MBCI) is responsible for the public safety and welfare of the people of that tribe. As authorized by tribal government, the tribal leader is responsible for coordinating tribal resources needed to prevent, protect against, respond to, and recover from incidents of all types. For certain types of federal assistance, tribal governments work with the state, but as sovereign entities they can elect to deal directly with the Federal government for other types of assistance. (See "FEMA Tribal Policy, [www.fema.gov/tribal-policy](http://www.fema.gov/tribal-policy)) In order to obtain federal assistance via the Stafford Act, a state Governor must request a Presidential declaration on behalf of a tribe.

The MBCI maintains a CEMP for their tribe that provides a framework for responding to incidents that occur within their borders and on their properties.

**G Private Sector and Non-Governmental Organizations (NGOs)**

The private sector and NGOs contribute to response efforts through engaged partnerships with each level of government. The protection of critical infrastructure and the ability to rapidly restore normal commercial activities can mitigate the impact of an incident, improve the quality of life of individuals, and accelerate the pace of recovery for communities and the nation. NGOs provide sheltering, emergency food supplies, and other vital support services.

1 Personal Preparedness

The residents of West Point and Clay County are the primary beneficiaries of the city and county's emergency management system. At the same time, residents play an important role in emergency management by ensuring that they and their families are prepared for disasters.

Before an emergency, residents can assist the emergency management effort by taking first aid training, maintaining supplies and being prepared to evacuate or shelter in-place for several days. Many residents join disaster volunteer programs and remain ready to volunteer or support emergency response and recovery efforts. During an emergency, residents should monitor emergency communications and carefully follow directions from authorities. By being prepared, residents can better serve their family, their community and reduce demands on first responders.

Many local government agencies, particularly county offices of emergency services, have individual, family and community preparedness initiatives. At the county level, West Point and Clay County promotes individual and community preparedness and offers information for preparing for various disasters. Information can be found on websites, local library, and the local EMA office. Other agencies in the county also provide information and tools to support individual and community emergency planning and matching volunteers to volunteer opportunities. Other agencies that provide preparedness information to the community is the American Red Cross.

2 Public - Private Partnerships

The private sector provides valuable assistance and resources to support emergency response and recovery activities. To support coordination and response between government and the private sector, West Point and Clay County is currently working to secure agreements between local agencies and nonprofit and private sector resources that can be called upon during an emergency.

Much of the private sector includes businesses. The majority of the county's critical infrastructure is owned or maintained by businesses and must be protected during a response to ensure a quick and complete recovery from an emergency. These same businesses provide valuable resources before, during and after an emergency and play a critical role in meeting the needs of those impacted by an emergency. Businesses are

encouraged to develop a comprehensive business emergency plan which can assist the business and the community at-large to better ensure the protection of vital resources

3 Voluntary Organizations

West Point and Clay County recognizes the value and importance of organizations which perform voluntary services in the community. When a disaster threatens or strikes, these organizations are often among the first on the scene. They have resources that augment emergency response and recovery efforts. Many are trained in various areas of emergency management. Services which they provide most often address basic human needs which enable affected individuals to resume normal daily activities. These services include, but are not limited to shelter, food, clothing, spiritual support, health, and mental health services. Refer to the Volunteer Support Annex, ESF #6, ESF #11, and ESF #14 for more information.

IV DIRECTION, CONTROL and COORDINATION

The President of the Board of Supervisors, Mayor and Board of Selectmen, or his/her designee is responsible for coordinating West Point and Clay County's response to an incident.

A West Point Clay County Emergency Operations Center (EOC)

- 1 The West Point Clay County EOC is located at 761 E. Brame Avenue
- 2 Alternate EOC location is 422 Dunlap Road
- 3 Whenever the West Point Clay County EOC is activated at a Level III or higher, West Point and Clay County staff is assigned the lead of ESF #2, ESF #5, ESF #9, ESF #14 and ESF #15 activities and to support other ESFs that have been activated. The staff in the EOC is comprised as specified in the EOC's SOG located under separate cover.
- 4 Emergency Coordinating Officers (ECOs) from the local agencies/departments involved in the response will join the West Point and Clay County staff in the EOC until emergency operations return to manageable levels. ECOs from local agencies, private volunteer agencies and private nonprofit organizations are assigned to ESFs.
- 5 Depending upon the severity and magnitude of the emergency, the EOC may be activated either partially or fully to support the accomplishment of the activities needed, at the appropriate level described below.
  - a LEVEL-I - Any disaster or emergency that requires full county response where the local governments clearly are overwhelmed. The EOC shall be fully operational with 24-hour staffing by all county ESFs. The MS IMAT could be

deployed forward to the area of operations with resource support, direction and control from the SEOC

Note *This level corresponds with FEMA Regional Response Coordination Center (RRCC) Level I Massive - An event/incident involving massive levels of damage with severe impact or multi-state scope. This level will result in a Presidential disaster declaration, with major federal involvement and full engagement of federal regional and national resources*

- b **LEVEL-II** - Involves an emergency or disaster that requires full county response and possible state response and recovery assistance. The EOC shall be fully operational on a continual 24-hour basis with staffing from all county ESFs. The MS IMAT could be deployed forward to the area of operations with resource support, direction and control from the SEOC

Note *This level corresponds with FEMA RRCC Level II Moderate - An event/incident involving moderate levels of damage which will likely result in a major Presidential disaster declaration with moderate federal assistance*

- c **LEVEL-III** - Involves any emergency or pending disaster that is likely to require the involvement of several ESFs. All primary and support agencies shall be alerted and the EOC staffed with West Point, Clay County and essential ESF personnel

Note *This level corresponds with RRCC Level III Minor - An event/incident involving minor to average levels of damage, which may result in a Presidential declaration of an emergency or disaster. Some federal involvement may be requested by state or local jurisdictions and the request will be met by existing federal regional resources*

- d **LEVEL-IV** - Normal day-to-day operational activities. Involves any incident that does not exceed the capabilities of local government or results in minimal requirements for state level assistance. Only those agencies or ESFs with normal day-to-day emergency service responsibilities or regulatory requirements for the incident will be notified by West Point Clay County EMA. Full SEOC activation is not expected

**B Mississippi Incident Management Assistance Team (MS IMAT) Operations**

- 1 If conditions warrant mobilization and deployment of the MS IMAT, the MEMA Bureau of Field Services Director or designee will serve as the MS IMAT Leader
  - a The MS IMAT is composed of representatives from MEMA, other state agencies and local personnel as needed for incident response and liaison. MS IMAT members and deployment guidelines are located in the MS IMAT SOG under separate cover

- b For earthquake response, the MS IMAT will deploy to the State Earthquake Support Center (SESC) at the Mississippi National Guard facility at Camp McCam, Elliott, MS (Grenada County)
- c For hurricane operations, the MS IMAT will deploy to the State Hurricane Support Center (SHSC) at the Air National Guard Combat Readiness Training Center (CRTC), Gulfport, MS. Camp Shelby may be used as a staging area prior to final deployment to the CRTC

2 The MS IMAT mission includes, but is not limited to, the following tasks

- a Equip the SHSC or SESC for operational readiness
- b Establish a capable state response presence in the disaster area
- c Become local government's point of contact for state assistance
- d Provide disaster intelligence to SEOC and ESF counterparts
- e Coordinate the use of available disaster area resources
- f Prioritize specific action to reduce life-threatening conditions
- g Channel local unmet resource needs to the SEOC

**C Mobile Operations Center (MOBOPS)** At the present time West Point Clay County does not have a mobile command unit

- 1 MOBOPS is MEMA's self-contained response/communications motor vehicle that may be deployed with ESF personnel to support state and local operations at or near a forward site
- 2 MOBOPS is equipped with radio, video, facsimile, and satellite communications services
- 3 Other state agencies possess mobile equipment similar to the MEMA MOBOPS that may also be utilized in field operations

**D Joint Field Office (JFO) Operations**

- 1 A JFO will be the primary field location near the impacted area for the purpose of conducting and coordinating response and recovery operations between FEMA and the state. The JFO will provide housing of offices for the Governor's Authorized Representative (GAR), State Coordinating Officer (SCO), MS IMAT Leader, Federal

Coordinating Officer (FCO) and the State Response and Recovery Branch State and federal ESF counterparts are located together for ease of communications during the operation

- 2 The JFO will be established during the recovery phase of an incident and will remain operational for as long as necessary
- 3 During or following disasters, additional personnel will be required to conduct damage assessments and to provide public assistance (PA) and individual assistance (IA) to the state and local governments and other qualified applicants

**E Disaster Recovery Center (DRC)**

A DRC is a facility established in, or in close proximity to, the community affected by the disaster where persons can meet face-to-face with represented federal, state, local, and volunteer agencies to

- Discuss their disaster-related needs
- Obtain information about disaster assistance programs
- Register for disaster assistance via telephone
- Update registration information
- Learn about measures for rebuilding that can eliminate or reduce the risk of future loss
- Request the status of their application for assistance
- Complete the Small Business Administration (SBA) loan application

DRC location should be fully accessible to individuals with disabilities and those who have access and functional needs in keeping with the National Preparedness Goal of A Whole Community Approach to Emergency Management

**F Recovery Operations**

- 1 The recovery process will be implemented from two different locations the West Point Clay County EOC and DRCs The latter is a field location
- 2 The President of the Board of Supervisors is responsible for the commitment of all county resources and for coordinating all disaster recovery efforts between the municipalities and the County

- a Short-term recovery goals should allow for
  - Identifying essential records, vital systems, and operations
  - Establishing priorities for reinstatement of systems and operations
  - Establishing maximum acceptable downtime before reinstatement to an acceptable system and operational level
  - Identifying minimum resources needed to recover business operations
  
- b Long-term recovery goals should consider:
  - Strategic planning, to include budgeting for structural and non-structural repairs
  - Development and implementation of mitigation goals and activities
  - Management and coordination of recovery activities
  - Management of fiscal operations and recovery funding
  - Management of volunteer, contractual, mutual aid, and agency resources

**G Alert, Notification and Warning**

Alert, notification and warning will deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate

1 Alert

- a Involves procedures within an organization for advising key personnel and emergency operating staff of situations that may require future actions
  
- b All agencies/departments involved in emergency and disaster response will maintain call lists and procedures for alerting officials within the organization of potential or actual situations in which assistance may be required. The call lists shall be reviewed and updated biannually

**2 Notification**

- a Notification procedures are contained in the West Point Clay County Communications SOG under separate cover
- b Emergency notification systems must be accessible to ensure effective communication for people who are deaf/hard of hearing, blind/low vision, or deaf/blind

**3 Warning**

- a Involves forecasting or predicting natural, technological, or man-made incidents that could result in loss of life, hardship and suffering, or extensive property damage
- b Natural hazards, such as floods, hurricanes, tornadoes, severe storms, and winter storms, usually allow more timely warning. But some natural, technological, and man-made hazards strike with little or no warning. These include earthquakes, accidents at fixed nuclear facilities, hazardous materials incidents, transportation accidents, enemy attack, and terrorism
- c Local authorities disseminate warnings of potential or actual disasters to the general public
- d West Point Clay County EMA will coordinate with all appropriate departments/agencies and organizations to ensure timely warning readiness in case of a man-made, natural disaster, or emergency and will initiate actions to warn citizens by all means necessary
- e West Point Clay County will prepare plans and procedures for activation of local warnings utilizing all available systems and networks. Personnel and facilities shall be trained and organized to provide warning capability on a 24-hour-a-day basis

**H. Evacuation**

- 1 Evacuation is an action that is implemented by local government. It is an organized, phased and supervised dispersal of residents and others from dangerous or potentially dangerous areas
- 2 Where lives are endangered, protective action recommendations are issued by the appropriate local government officials. County evacuation plans must be coordinated by county government and must be in accordance with state plans



- 3 Some disasters provide enough time for warning to allow for an orderly, well-planned evacuation. Other disasters do not allow for sufficient warning or preparation for evacuation.
- 4 Evacuation plans must consider the movement of residents and others with mobility impairments and those with transportation disadvantages.
- 5 Shelters and mass feeding sites will be available for evacuees working in conjunction with local government and volunteer organizations. When shelter facilities are activated, the county will work with state officials to ensure they accommodate the provisions of the Americans with Disabilities Act (ADA) and are compliant with Functional Needs Support Services. Care and shelter plans will address the access and functional needs of people with disabilities and older adults to allow for sheltering in general population shelters, which includes household pets and service animals.
- 6 ESF #6 will coordinate all local efforts to provide sheltering and temporary housing, feeding, and other human needs following a catastrophic earthquake, hurricane, or other significant disaster requiring state mass care assistance. Specific types of shelters and shelter resource requirements are outlined in this ESF.
- 7 Evacuation and shelter instructions will be issued to the broadcast media through the Public Broadcasting System. Hurricane evacuation routes are marked with transportation route signs. These signs may contain radio frequencies for Mississippi Public Broadcasting's radio stations.
- 8 Local government will coordinate the evacuation requirements with MEMA prior to, during, and following a disaster. This includes, but is not limited to, timeliness of evacuation, initiating evacuation procedures, issuing joint public information statements, and determining evacuation routes and shelter locations. Types of evacuations include

a Spontaneous Evacuation

Some residents or others in the threatened areas may observe an emergency incident or receive unofficial word of an actual or perceived threat and, without receiving instructions to do so, elect to evacuate the area. Their methods of movement and direction of travel is unorganized and unsupervised.

b Voluntary Evacuation

This is a warning to residents or others within a designated area that a threat to life and property exists or is likely to exist in the immediate future. Individuals issued this type of warning or orders are not required to evacuate, however, it would be to their advantage to do so.

c Mandatory or Directed Evacuation

This is a warning to residents or others within the designated area that an imminent threat to life and property exists and individuals must evacuate in accordance with the instructions of local officials

9 It will be the responsibility of the individual to make arrangements for transporting family and personal belongings whenever evacuation is performed. Persons who are physically or financially unable to carry out the recommendations of local governments should inform the appropriate authorities in order to take advantage of local operating procedures and plans for persons with special needs

10 The West Point Clay County EOC shall be prepared to assist cities and municipalities, as requested, with resources to effectively and timely evacuate residents and others with special needs from harm's way. The following local and state agencies will support the evacuation process as outlined

a Clay County Board of Supervisors, Mayor and Board of Selectmen, City of West Point Public Works, MDOT - The Clay County Board of Supervisors, Mayor and Board of Selectmen, City of West Point Public Works will work in conjunction with the Mississippi Department of Transportation to ensure routes are prepared in advance of the notification/warning for safe and efficient flow. Position message boards and resources to help facilitate warnings on routes and exchanges

b Clay County Sheriff's Office, West Point Police Department /MDPS - Clay County Sheriff's Office and West Point Police Department working in conjunction with the Mississippi Department of Public Safety, will utilize resources from all local and state agencies with law enforcement responsibilities to provide law enforcement personnel to assist with route patrol, security and escort of buses for mass evacuation (i.e. public transit buses)

c Clay County School Board/MDE - Clay County School Board working in conjunction with the Mississippi Department of Education will coordinate with local school districts outside the disaster area to provide school bus equipment, as feasible, to support emergency transportation to reception centers and shelter sites

11 Following a disaster, state and local authorities will jointly decide when it is safe for residents and others to return to their homes and businesses. Information will be broadcast to the public to facilitate and control the re-entry

V INFORMATION COLLECTION, ANALYSIS AND DISSEMINATION

Information collection, analysis, and dissemination are essential to avoid or minimize loss of life and property. The Clay County 911 located at 1252 E. Broad Street is the designated 24-hour warning point for West Point and Clay County, operating 24 hours a day, seven days a week. The back-up warning point will be designated according to West Point Clay County activation levels.

The Clay County 911 monitors, collects, and analyzes essential disaster information specifically as it relates to natural and man-made incidents throughout the county from various sources such as MEMA, NWS, and MDPS. This information is utilized to alert citizens and local officials if a disaster is imminent or has occurred.

The information can be disseminated and communicated both manually and electronically through the following mechanisms:

- WebEOC® - West Point and Clay County utilizes an electronic web-based means of communication between West Point Clay County EMA and the SEOC. WebEOC® allows for continual communication of the ongoing situation and provides a means for the affected counties to request resources and monitor events taking place outside of their jurisdiction.
- Disaster Reports (DR) - Initial disaster reports (DR) provide initial damage assessments or current situations. DRs may be forwarded to the SEOC via WebEOC® e-mail, facsimile, the assigned MEMA Area Coordinator, or the MS IMAT as a hardcopy.
- Facsimile - Allows copies of current situational status to be forwarded for collection by the Plans Section.
- Situation Reports (SITREPs) - May be forwarded via WebEOC® e-mail, facsimile, the assigned MEMA Area Coordinator, or the MS IMAT.

When a disaster is imminent or has occurred, providing emergency information to the public and all levels of government is essential. MEMA dispatches Area Coordinators (ACs) to the county or counties threatened by or experiencing an emergency or disaster. The AC is responsible for assisting the counties in providing an on-going assessment of the situation, technical assistance, and coordinating local recommendations or resource requests to the SEOC. The information provided by the counties through the ACs will be incorporated in SITREPs and will be used to develop objectives for incident.

The ACs also assist counties in completing a disaster impact assessment to determine the necessary state response following any major or catastrophic disaster. One or more ACs may be deployed to evaluate immediate needs and report the findings to the SEOC. The MS IMAT, typically consisting of state personnel including area coordinators, will evaluate immediate victim needs (food, water, medical, shelter, etc.) and any impact to infrastructure (utilities, communications, transportation, etc.).

In the event the SEOC is not activated at the time of the disaster, information will be received from sources throughout the state via the SWP. The communications staff, in accordance with its internal

## WEST POINT CLAY COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

SOG notifies the operational officer on duty. The Office of Response will notify state agencies, ESFs, and volunteer groups as required for further actions.

MEMA will activate the JIC to facilitate the flow of information and will utilize PIOs from other state agencies to support this function. Specific public information functions and program detail are outlined in ESF #15 and External Affairs SOG.

### **VI. COMMUNICATIONS**

#### **A Local Warning Point**

West Point Clay County operates a 24-hour emergency communication center located at the 761 E. Brame Avenue. This serves as the single point to receive and disseminate information and warnings to governmental officials at all levels that a hazardous situation could threaten the general welfare, health, safety and/or property of the county's population.

#### **B Specialized Warning Point Communications Capabilities**

Specialized warning point communication capabilities include:

- EOC telephone system
- Mississippi Wireless Integrated Network (MSWIN)
- Satellite phones
- Cellular phones
- National Alert Warning System (NAWAS)
- Emergency Alert System (EAS)
- WebEOC®
- INFORM/Operational Hotline (Grand Gulf Nuclear Station and River Bend Station incidents only)

#### **C Information Flow**

At the West Point Clay County EOC, disaster and non-disaster information will flow internally among various sources. Information received is disseminated and acted upon in accordance with the Communications SOG and ESF #2 guidance.

**D Communications Within A Disaster Area**

Communications within the disaster area will require re-establishment or augmentation to provide verbal exchange between the local and state disaster officials. Assistance can be provided with the deployment of MEMA's MOBOPS.

**E Other Communications Augmentation Capabilities**

Virtual-public activities, industry, commercial firms and amateur radio operators are capable of augmenting established communications systems.

**F Communications Maintenance**

Agreements and contracts will be made to ensure equipment and system maintenance on a 24-hour-a-day basis. Alternate warning systems will be maintained and tested for use in the event that the existing primary system is damaged and rendered inoperable. Maintenance and testing of all warning equipment is the responsibility of the West Point Clay County EMA.

**G Back-up Communications Centers**

- 422 Dunlap Road
- Mobile Command Unit - *Note: A travel trailer is in the process of being converted.*

**VII ADMINISTRATION, FINANCE, and LOGISTICS**

The West Point Clay County EMA Director, Deputy Director, and Administrative personnel are responsible for providing administrative, financial, and logistical support to the county EOC and its staff. Support includes, but is not limited to: supplying secretarial assistance and office equipment and supplies, arranging for feeding and sleeping accommodations, and providing other support as may be required to ensure a continuing long-term response and recovery operation.

**A Administration**

County and city department heads as well as local elected officials are responsible for submission of reports involving their agency's response to an incident to the West Point Clay County Emergency Management Agency.

Records and reports will be handled in the following manner:

- Heads of local agencies are responsible for submission of reports involving their agencies' response to an incident to the West Point Clay County EOC.

- Standard approved and accepted records of expenditures and obligations in emergency operations must be maintained by all local and state government entities employing their own bookkeeping procedures
- All local and state government entities must meet all applicable local, state, federal, and special audit requirements
- To supplement written records, local and State government entities are encouraged to maintain narrative and log type records of response actions as well as photographs and videos of “untouched damage”
- MEMA will request reports from private relief agencies and other non-governmental organizations, when deemed necessary
- Responsibility of submitting local government reports to the SEOC rests with the local chief executive through the local emergency management director who may delegate this function to the local government administrative or operations group
- Local governments and state agencies will make reports to the SEOC by the most practical means, which include but are not limited to Internet, telephone, or facsimile Delivery of required reports will be supported by mail or hand delivered copy as needed
- Damage reports (Initial, Situation, Damage Impact and Assessment and other follow-up reports as prescribed) are to be submitted to MEMA in accordance with the schedule of requirements for disaster reports
- Other reports, either required or requested, will be submitted in accordance with established procedures for specific reports (Refer to ESF #5 for general reporting)
- Each agency or department is responsible for maintaining and recording documents affecting the organization and legal administration of emergency management functions It is further the responsibility of local officials to ensure that all records are secure and protected from damage or destruction at all times
- Local emergency operations plans must include provisions for protecting and preserving all legal documents of both a public and private nature in accordance with applicable state and local laws This responsibility lies with county chancery clerk’s offices and all other city and/ or town clerks as applicable
- The State Historic Preservation Officer (SHPO) will be notified when the Governor declares that a state of emergency exists as the result of a disaster The State Coordinating Officer (SCO) will consult with the SHPO concerning existing historic properties within the designated disaster area

**B Finance**

**It is imperative that all jurisdictions or agencies receiving state or federal funding maintain adequate records, documentation, and accounting procedures due to the fact that all Public Assistance funding provided is subject to both state and federal audits**

**C Logistics**

West Point and Clay County is responsible for planning, coordinating, and managing the resource support needed in ESF #7. Equipment, supplies and personnel will first be addressed through existing support agencies' resources and local sources outside the impacted area. Additional support will be obtained through commercial sources. Resources outside disaster areas will be directed to fulfill unmet needs of local governments. Resources potentially could include staff, emergency relief supplies, shelters, office space, office equipment, office supplies, telecommunications support, space for warehousing, mobilization center, staging area (SA), forward MS IMAT, and contracting services required to support immediate response activities. Resources are managed through the use of WebEOC<sup>®</sup> software maintained by MEMA.

All resource acquisition, deployment and management will be coordinated to obtain the maximum benefit possible in accordance with ESF #7 Logistics Management and Resource Support.

MAAs and memoranda of understanding (MOU) are essential components of emergency management planning, response, and recovery activities. These agreements provide reciprocal emergency aid and assistance during an emergency or disaster. They can increase available resources and improve response and recovery efforts. These agreements may occur intrastate or interstate.

**1 Mutual Aid Agreements (MAAs) - Intrastate**

MS Code Ann § 33-15-19 (a) (1972), as amended, authorizes the state and its political subdivisions to develop and enter into MAAs for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted.

The Statewide Mutual Aid Compact (SMAC) began in 1995 by MEMA to provide more effective use of resources in times of disaster. It provides a way for municipalities and counties to request and receive help from each other when local resources are exhausted. Most counties already have some type of MAA with their neighboring counties to provide assistance during emergencies. However, these local agreements may not be sufficient when a disaster strikes a large area. Neighboring jurisdictions may all need assistance. The SMAC provides a mechanism for assistance to come from different parts of the state. It addresses the issues of liability, compensation, direction and control in a uniform manner. SMAC allows members of the compact to have an MAA with both the state and other compact members.

When a participating government either becomes affected by or is under imminent threat of a major disaster it may request emergency-related MAA either by

- Proclaiming a local emergency and transmitting a copy of that proclamation along with a completed Part I Identification of Need (Form REQ-A) to the participating agency or
- Orally communicating a request for mutual aid assistance to the participating government, or to MEMA, followed as soon as practicable by written confirmation of said request

Mutual aid can be requested only when resources available within the stricken area are deemed inadequate. Municipalities must coordinate requests for state or federal assistance with their county emergency management agencies.

In order to provide the most effective mutual aid possible, the SMAC also intends to foster communications between the personnel of participating governments through visits, compilation of asset inventories, exchange of information, and development of plans and procedures.

**VIII PLAN DEVELOPMENT AND MAINTENANCE**

West Point and Clay County is responsible for maintaining a comprehensive countywide program of emergency management. The agency is responsible for coordination with the efforts of the state government, with other departments and agencies of local government, and with city and municipal governments and school boards and with non-profit organizations and private agencies that have a role in emergency management MS Code Ann § 33-15-14(1) (1972)

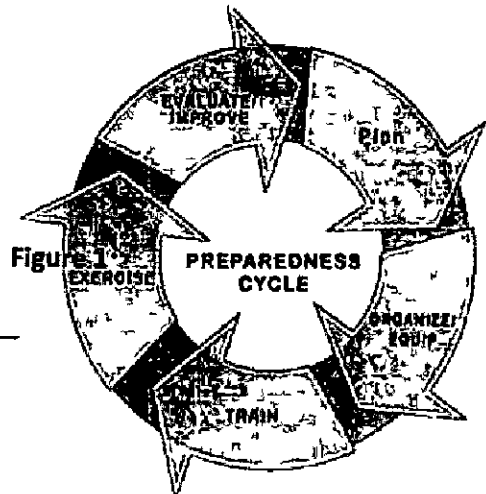
**A Plan Development**

The process for developing the 2016 version of this document was initiated and managed by West Point and Clay County, as stipulated by law and was based on the existing CEMP, with updates reflecting state and federal requirements, as well as other germane state and federal guidance on emergency operations planning, particularly as it relates to homeland security issues.

This plan was developed based on state and federal guidance provided through NIMS, NRF, the FEMA Comprehensive Preparedness Guide (CPG) 101, Version 2.0, the Presidential Policy Directive – 8 (PPD/8), the Homeland Security National Preparedness Goal, The Stafford Act and the Post-Katrina Emergency Management Reform Act (PKEMRA).

As directed by the NRF the plan is based on six essential activities for responding to an incident: plan, organize, train, equip, exercise and evaluate and improve.

Figure 1 This "preparedness cycle" is one element of a broader National Preparedness System to prevent, respond to, recover from and mitigate against natural disasters, acts of terrorism





**1 Plan**

Planning makes it possible to manage the entire life cycle of a potential crisis, determine capability requirements and help stakeholders learn their roles

**2 Organize**

Organizing to execute response activities includes developing an overall organizational structure, strengthening leadership at each level and assembling well-qualified teams of paid and volunteer staff for essential response and recovery tasks. This includes utilizing the whole community and individual resources, emergency support functions, pre-scripted mission assignments, advanced readiness contracting and pre-positioned resources

**3 Train**

Building essential response capabilities requires a systematic program to train individual teams and organizations - to include governmental, nongovernmental, private-sector, individuals, communities, faith-based organizations and federal, state and local governments

**4 Equip**

Local, tribal, state and federal jurisdictions need to establish a common understanding of the capabilities of distinct types of response equipment.

**5 Exercise**

Exercises provide opportunities to test plans and improve proficiency in a risk-free environment

**6 Evaluate and Improve**

All local, tribal, state and federal entities should institute a corrective action program to evaluate exercise participation and response, capture lessons learned and make improvements in their response capabilities

**B Plan Maintenance**

This plan will be exercised on an annual basis to evaluate the ability of the county and its municipalities to respond to minor, major and catastrophic disasters and support local emergency management agencies. Exercises will be coordinated with the state exercise coordinator. Directors of primary county agencies have the responsibility for maintaining SOGs and Standard Operating Procedures (SOPs), checklists, internal plans and resource data to ensure a prompt and effective response to a disaster in support of this plan. For training purposes and exercises, the EMA Director may activate this plan as deemed necessary to ensure a high level of operational readiness.

This plan will be reviewed by West Point and Clay County on a biennial basis. The review will include testing, review and update of the document and its procedures. This plan will be updated periodically as required, to incorporate new presidential or state directives, legislative changes and procedural changes based on lessons learned from exercises and actual incidents.

West Point Clay County EMA is responsible for coordinating updates and modifications, as well as changes to the ESF annexes, appendices, SOGs and SOPs. Such recommendations should be forwarded to the West Point Clay EMA Director through official correspondence, or may be initiated at the periodic CEMP review. Heads of local agencies with ESF coordinator responsibility will provide information periodically as to changes with available resources, personnel and operating procedures.

All agencies will be responsible for the development and maintenance of their respective segments of the plan.

This plan applies to all state agencies, state boards, state commissions and state departments assigned emergency responsibilities and to all elements of local government in accordance with current law and Executive Orders (EOs).

## **IX AUTHORITIES AND REFERENCES**

The following authorities and references may be consulted for further advice and guidance. Other than those references and authorities that have the inherent force and effect of law, this plan is not intended to incorporate them by reference.

### **A State**

Mississippi Emergency Management Agency *External Affairs Standard Operating Guide*  
N p , 2009 Print

Mississippi Emergency Management Agency *State of Mississippi Standard Mitigation Plan*  
Pearl, Mississippi N p , 2010 Print

## WEST POINT CLAY COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

State Government *MS Code Ann Á§ 33-15(1972) Mississippi Emergency Management Act of 1995 Title 33-15 et al [Successor to Mississippi Emergency management Law of 1980]*  
N p , n d Print

State Government *Mississippi Constitution of 1890* N p , n d Print

### **Governor's Executive Orders**

E O 252, August 11, 1977, Relocation of State Government

E O 573, March 3, 1987, Mississippi Emergency Response Commission

E O 653, November 16, 1990, et seq, Emergency Management Responsibilities

E O 872, January 3, 2003, Establishment of the Homeland Security Council

E O 874, February 5, 2003, Establishment of the State Interoperability Executive Committee (the "SIEC")

E O 916, January 28, 2004, Homeland Security Council Restructuring

E O 920, August 4, 2004, State Interoperability Executive Committee Restructuring

E O 932, March 28, 2005, Designation of National Incident Management Systems (NIMS) For Incident Management

Other applicable MS laws refer to "Compendium of Legislation" found in Mississippi Administrative Plan

### **B Federal**

*Presidential Policy Directive/PPD-8* Washington, D C U S Department of Homeland Security, 2011 Print

Federal Emergency Management Agency "Direct Damage, Economic Loss and Social Impacts Assessment." *New Madrid Seismic Zone Catastrophic Event Planning Project State of Mississippi* N p , 2009 Print

Federal Emergency Management Agency "Mississippi Disaster History " Web 2011 <[http //www fema gov/news/disasters\\_state fema?id=28](http://www.fema.gov/news/disasters_state_fema?id=28)>

Federal Emergency Management Agency "Mississippi Severe Storms, Tornadoes, and Flooding (DR-4101) " Web 2013 <[http //www fema gov/disaster/4101](http://www.fema.gov/disaster/4101)>

Federal Emergency Management Agency *Developing and Maintaining Emergency Operations Plans Comprehensive Preparedness Guide (CPG) 101 Version 2.0* U S Department of Homeland Security, 2010 Print.

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<[http //www.fema.gov/accommodating-individuals-disabilities-provision-disaster-mass-care-housing-human-services](http://www.fema.gov/accommodating-individuals-disabilities-provision-disaster-mass-care-housing-human-services)>

Federal Emergency Management Agency "Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters" November 2010

Federal Emergency Management Agency "A Whole Community Approach to Emergency Management Principles, Themes and Pathways for Action" FDOC 104-0080-1/December 2011

Mid-American Earthquake Center *New Madrid Seismic Zone Catastrophic Earthquake Response Planning Project - Impact of New Madrid Seismic Zone - Earthquakes on the Central USA - Volume 1 - MAE Report No 09-03* Urbana, Illinois Mid-America Earthquake Center - Civil and Environmental Engineering Department, University of Illinois, 2009 Print

National Emergency Management Agency *Emergency Management Assistance Compact (EMAC), PL 104-321* N p , 1996 Print

National Oceanic and Atmospheric Administration (NOAA) "Mississippi Earthquake History " Web <[http //earthquake usgs gov/earthquakes/states/mississippi/history php](http://earthquake.usgs.gov/earthquakes/states/mississippi/history.php)>

Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA)

U S Department of Homeland Security "Critical Infrastructure Identification, Prioritization and Protection " *Homeland Security Presidential Directive 7* N p , 2003 Print

U S Department of Homeland Security "Defense of United States Agriculture and Food " *Homeland Security Presidential Directive 9* N p , 2004 Print

U S Department of Homeland Security "Homeland Security Advisory System " *Homeland Security Presidential Directive 3* N p , 2002 Print

U S Department of Homeland Security "Management of Domestic Incidents " *Homeland Security Presidential Directive 5* N p , 2003 Print

U S Department of Homeland Security "National Preparedness " *Homeland Security Presidential Directive 8* N p , 2003 Print

U S Department of Homeland Security *National Incident Management System* N p , 2008 Print

- U S Department of Homeland Security *National Preparedness Goal* 1st ed Washington, DC N p , 2011 Print
- U S Department of Homeland Security *National Preparedness System* N p , 2011 Print
- U S Department of Homeland Security *National Response Framework* N p , 2013 Print
- U S Department of Homeland Security *Robert T Stafford Disaster Relief and Emergency Assistance Act ["The Stafford Act"] PL 93-288 as Amended by PL 100-707 42 U S C 5121 et seq [Successor to The Natural Disaster Relief Act of 1974, which superseded the Federal Disaster Relief Act of 1950, PL 81-875] and Disaster Mitigation Act of 2000 to amend the Robert T Stafford Disaster Relief and Emergency Assistance Act PL 106-390* Federal Emergency Management Agency, 2007 Print
- U S Department of Justice "Americans With Disabilities Act of 1990, As Amended" *ADA Home Page Information and Technical Assistance on the Americans with Disabilities Act* N p , 1990 Web <[http //www ada gov/pubs/ada htm](http://www.ada.gov/pubs/ada.htm)>
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**Federal Guidelines, Code of Federal Regulations in Federal Register**

- Audits of State and Local Governments, U S 44 CFR, Part 14
- American Red Cross, Congressional Charter, Act of United States Congress, January 5, 1905, as amended, 36 U S C 1 et seq , PL 58-4
- Coast Guard, U S , 46 CFR, et al
- Department of Defense, U S , 32 CFR, et al
- Department of Energy, U S , 10 CFR, Parts 200-299
- Department of Transportation, U S , 49 CFR, et.al
- Earthquake Hazards Reduction Act of 1977, 42 U S C 7701 and 7704, as amended by PL 96-472 and 99-105
- Emergency Planning and Community Right-to-Know Act of 1986 (SARA Title III), PL 99-499
- Environmental Considerations, U S 44 CFR, Part 10
- Environmental Protection Agency, U S , 40 CFR, et al
- Federal Disaster Assistance for Disasters Declared after November 23, 1988, U S , 44 CFR Parts 206

## WEST POINT CLAY COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

Federal Emergency Management Agency, Emergency Management and Federal Disaster Assistance, 44 CFR, Parts 0-399, et al

Federal Emergency Management Food and Shelter Program, Stewart B McKinney Homeless Assistance Act, 42 U S C 11331-11352

Federal Emergency Management Agency Guide for All-Hazards Emergency Operations Planning (State and Local Government Guide 101, September 1996)

Flood Disaster Protection Act of 1973, as amended by the Flood Insurance Reform Act of 1994, 42 U S C 4001, et seq

Flood Emergencies, PL 84-99, 33 U S C 701n

Food Stamp Act of 1964, PL 91-671, in conjunction with Section 412 of the Stafford Act

National Flood Insurance Program and related programs, U S , 44 CFR, Parts 59-76

National Flood Insurance Reform Act of 1994, PL 103-325 [Successor to Flood Disaster Protection Act of 1973]

National Historic Preservation Act, PL 89-665, 16 U S C 470, et seq

Nuclear Regulatory Commission, U S , 10 CFR, Parts 71, 73, 420, et al

Uniform Administrative Requirements for Grants and Cooperative Agreements, U S , 44 CFR, Part 13 (The Common Rule)

U S Department of Homeland Security, State and Urban Area Homeland Security Strategy, July 2005

### **Presidential Executive Orders**

E O 11988, May 24, 1977, Floodplain Management

E O 11990, May 24, 1977, Protection of Wetlands

E O 12148, July 20, 1979, Federal Emergency Management

E O 12472, April 3, 1984, Assignment of National Security and Emergency Telecommunication Functions

E O 12656, November 18, 1988, Assignment of Emergency Preparedness Responsibilities

E O 12673, March 23, 1989, Delegation of Disaster Relief and Emergency Assistance Functions

- E O 13010, July 15, 1996, Critical Infrastructure Protection (Amended by EO 13025, November 13, 1996, EO 13041, April 3, 1997, EO 13064, October 11, 1997, EO 13077, March 10, 1998), revoked in part by EO 13138, September 30, 1999
- E O 13228, October 8, 2001, Establishing the Office of Homeland Security and the Homeland Security Council
- E O 13231, October 16, 2001, Critical Infrastructure Protection in the Information Age
- E O 13260, March 19, 2002, Establishing the President's Homeland Security Advisory Council and Senior Advisory Committees for Homeland Security
- E O 13284, January 23, 2003, Amendment of Executive Orders and Other Actions, in Connection With the Establishment of the Department of Homeland Security
- E O 13286, February 28, 2003, Amendment of Executive Orders and Other Actions, in Connection With the Transfer of Certain Functions to the Secretary of Homeland Security
- E O 13295, April 4, 2003, Revised List of Quarantinable Communicable Diseases (Amended by EO 13375, April 1, 2005)
- E O 13311, July 29, 2003, Homeland Security Information Sharing
- E O 13321, December 17, 2003, Appointments during National Emergency
- E O 13347, July 22, 2004, Individuals with Disabilities in Emergency Preparedness
- E O 13354, August 27, 2004, National Counterterrorism Center
- E O 13356, August 27, 2004, Strengthening the Sharing of Terrorism Information to Protect Americans

**X. APPENDICES**

A List of Acronyms

B Glossary

C West Point Clay County Organizational Chart



**Appendix A (List of Acronyms)**

**WEST POINT CLAY COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN**

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AC	Area Coordinator
ADA	Americans with Disabilities Act
AR	Authorized Representative
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
CEMP	Comprehensive Emergency Management Plan
CERT	Community Emergency Response Team
COG	Continuity of Government
COOP	Continuity of Operations
CPG	Comprehensive Preparedness Guide
CRTC	Combat Readness Training Center
CSG	Council of State Governments
DC	Designated Contact
DFA	Department of Finance
DFO	Disaster Field Office
DHS	Department of Homeland Security
DR	Disaster Reports
DOT	Department of Transportation
DRC	Disaster Recovery Center
DSCA	Defense Support of Civil Authorities
EAS	Emergency Alert System
ECO	Emergency Coordinating Officers
EO	Executive Order
EOC	Emergency Operations Center
EMAC	Emergency Management Assistance Compact
EPA	Environmental Protection Agency
EPR	Emergency Preparedness and Response

**WEST POINT CLAY COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN**

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ERT	Environmental Response Team (EPA)
ESF	Emergency Support Function
FCC	Federal Communications Commission
FCO	Federal Coordinating Officer
FEMA	Federal Emergency Management Agency
FNS	Food and Nutrition Service
FRC	Federal Resource Coordinator
GAR	Governor's Authorized Representative
HF	High Frequency
HHS	Health and Human Services
HAZMAT	Hazardous Materials
HSPD	Homeland Security Presidential Directive
IAP	Incident Action Report
IC	Incident Command
ICP	Incident Command Post
ICS	Incident Command System
IFG	Individual and Family Grant Program
JFO	Joint Field Office
JIC	Joint Information Center
JIS	Joint Information System
JOC	Joint Operations Center
JUC	Joint Unified Command
MAA	Mutual Aid Agreement
MC	Mobilization Center
MACC	Multi-agency Command Center
MATTS	Mobile Air Transportable Telecommunications System

**WEST POINT CLAY COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN**

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MEMA	Mississippi Emergency Management Agency
MERS	Mobile Emergency Response Support
MOBOPS	Mobile Operations Center
MOU	Memoranda of Understanding
MS	Mississippi
MS IMAT	Mississippi Incident Management Assistance Team
NAWAS	National Alert Warning System
NCG	National Coordination Group (EMAC)
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
NGO	Non-governmental Organization
NCT	National Coordinating Team (EMAC)
NDMS	National Disaster Medical System
NEOC	National Emergency Operations Center (EMAC)
NEMA	National Emergency Management Association
NGO	Nongovernmental Organization
NIMS	National Incident Management System
NMSZ	New Madrid Seismic Zone
NRCC	National Response Coordination Center
NRF	National Response Framework
NSSE	National Special Security Event
OHL	Operational Hotline
OSC	On-Scene Coordinator
PA	Public Assistance
PFO	Principal Federal Official
PIO	Public Information Officer
RCP	Regional Contingency Plan

**WEST POINT CLAY COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN**

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RCT	Regional Coordination Team
RRCC	Regional Response Coordination Center
RRP	Regional Response Plan
RRT	Regional Response Team
SA	Staging Area
SCO	State Coordinating Officer
SEOC	State Emergency Operations Center
SESC	State Earthquake Support Center
SFHA	Special Flood Hazard Areas
SFO	Senior Federal Official
SHPO	State Historical Preservation Officer
SHSC	State Hurricane Support Center
SITREPS	Situation Reports
SLO	State Liaison Officer
SMAC	Statewide Mutual Aid Compact
SOG	Standard Operating Guideline
SOP	Standard Operating Procedure
SWP	State Warning Point
UC	Unified Command
USCG	U S Coast Guard
USGS	U S Geological Survey

**Mississippi State Agencies Acronyms**

ARC, MS	American Red Cross, Mississippi Chapter
CAP	Civil Air Patrol
MACPA/MARL	Mississippi Animal Control and Protection Association/Mississippi Animal Rescue League

**WEST POINT CLAY COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN**

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MBAH	Mississippi Board of Animal Health
MBVME	Mississippi Board of Veterinary Medical Examiners
MCES	Mississippi Cooperative Extension Services
MDA	Mississippi Development Authority
MDA/ED	Mississippi Development Authority/Energy Division
MDAC	Mississippi Department of Agriculture and Commerce
MDAH	Mississippi Department of Archives and History
MDE	Mississippi Department of Education
MDEQ	Mississippi Department of Environmental Quality
MDEQ/WWD	Mississippi Department of Environmental Quality/Wastewater Division
MDES	Mississippi Department of Employment Security
MDFA	Mississippi Department of Finance and Administration
MDHS	Mississippi Department of Human Services
MDHS/AAS	Mississippi Department of Human Services/Aging and Adult Services
MDITS	Mississippi Department of Information Technology Services
MDMH	Mississippi Department of Mental Health
MDMH/MR	Mississippi Department of Mental Health and Mental Retardation
MDMR	Mississippi Department of Marine Resources
MDOC	Mississippi Department of Corrections
MDOI	Mississippi Department of Insurance
MDoM	Mississippi Division of Medicaid
MDOT	Mississippi Department of Transportation
MDPS	Mississippi Department of Public Safety
MDPS/MHSP	Mississippi Department of Public Safety/Mississippi Highway Safety Patrol
MDRS	Mississippi Department of Rehabilitation Services
MDRS/VR	Mississippi Department of Rehabilitation Services/Vocational Rehabilitation

**WEST POINT CLAY COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN**

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MDWF&P	Mississippi Department of Wildlife, Fisheries and Parks
MEMA	Mississippi Emergency Management Agency
MFC	Mississippi Forestry Commission
MGC	Mississippi Gaming Commission
MHSP	Mississippi Highway Safety Patrol
MMD	Mississippi Military Department
MMD-AGO	Mississippi Military Department/Office of the Adjutant General
MMD-CFMO	Mississippi Military Department/Construction and Facilities Management Office
MMD/NG	Mississippi Military Department/National Guard
MPB	Mississippi Public Broadcasting
MPSC	Mississippi Public Service Commission
MPSC/PUS	Mississippi Public Service Commission/Public Utilities Staff
MSBCJC	Mississippi Board of Community and Junior Colleges
MSBML	Mississippi Board of Medical Licensure
MSBN	Mississippi Board of Nursing
MSBP	Mississippi Board of Pharmacy
MSDH	Mississippi Department of Health
MSDH/EMS	Mississippi Department of Health/Emergency Medical Services
MSDH/WSD	Mississippi Department of Health/Water Supply Division
MSFA	Mississippi State Fire Academy
MSFMO	Mississippi Fire Marshall's Office
MSIHL	Mississippi Institutions of Higher Learning
MSNG	Mississippi National Guard
MSOGB	Mississippi Oil and Gas Board
MSOHS	Mississippi Office of Homeland Security
MSPB	Mississippi State Personnel Board

**WEST POINT CLAY COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN**

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MSU/CVM	Mississippi State University/College of Veterinary Medicine
MSVOAD	Mississippi Volunteer Organizations Active in Disaster
MVDL	Mississippi Veterinary Diagnostic Laboratory
MVMA	Mississippi Veterinary Medical Association
NWS	National Weather Service
OAG	Office of the Attorney General
OG	Office of the Governor
OME	Office of the Medical Examiner
OSA/DoA	Office of the State Auditor/Department of Audit
RACES	Radio Amateur Communication Emergency Services
SA	Salvation Army
SOS	Office of the Secretary of State
STC	State Tax Commission
STC/ABC	State Tax Commission/Alcoholic Beverage Control Division
UMMC	University Mississippi Medical Center
UMMC/SH	University Mississippi Medical Center/ and/or other State Hospitals
USGS	United States Geological Society



**Appendix B (Glossary)**

**Accountable Property** Property that 1) has an acquisition cost that is \$15,000 or more, 2) has a unique, identifiable serial number (e.g., computer or telecommunications equipment), and 3) is considered "sensitive" (i.e., easily pilferable), such as cellular phones, pagers and laptop computers

**Agency** A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance)

**Agency Representative** A person assigned by a primary, assisting, or cooperating Federal, State, local, or tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency

**Area Command (Unified Area Command)** An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multi-jurisdictional. Area Command may be established at an EOC facility or at some location other than an ICP.

**Available Resources** Resources assigned to an incident, checked in and available for use, normally located in a Staging Area

**Awareness** The continual process of collecting, analyzing and disseminating intelligence, information and knowledge to allow organizations and individuals to anticipate requirements and to react effectively

**Casualty** Any person who is declared dead or is missing, ill, or injured

**Catastrophic Incident** Any natural or man-made incident, including terrorism, which results in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale and/or government functions. A catastrophic event could result in sustained national impacts over a prolonged period of time, almost immediately exceeds resources normally available to state, local, tribal and private-sector authorities in the impacted area, and significantly interrupts governmental operations and emergency services to such an extent that national security could be threatened. All catastrophic events are Incidents of National Significance.

**Chain of Command** A series of command, control, executive or management positions in hierarchical order of authority

**Civil Transportation Capacity** The total quantity of privately owned transportation services, equipment, facilities and systems from all transportation modes nationally or in a prescribed area or region

**Coastal Zone** As defined by the NCP, means all U S waters subject to tide, U S waters of the Great Lakes, specified ports and harbors on inland rivers, waters of the contiguous zone, other water of the high seas subject to the NCP and the land surface or land substrata, ground waters and ambient air proximal to those waters. The term "coastal zone" delineates an area of federal responsibility for response action. Precise boundaries are determined by EPA/USCG agreements and identified in RCPs.

**Command Staff** In an incident management organization, the Command Staff consists of the Incident Command and the special staff positions of Public Information Officer, Safety Officer, Liaison Officer and other positions as required, who report directly to the Incident Commander. They may have an assistant or assistants, as needed.

**Community Recovery** In the context of the NRF and its annexes, the process of assessing the effects of an Incident of National Significance, defining resources and developing and implementing a course of action to restore and revitalize the socioeconomic and physical structure of a community.

**Consequence Management** Predominantly an emergency management function and included measures to protect public health and safety, restore essential government services and provide emergency relief to governments, businesses and individuals affected by the consequences of terrorism. The requirements of consequence management and crisis management are combined in the NRF. See also **Crisis Management**.

**Credible Threat** A potential terrorist threat that, based on a threat assessment, is credible and likely to involve WMD.

**Crisis Management** Predominantly a law enforcement function and included measures to identify, acquire and plan the use of resources needed to anticipate, prevent and/or resolve a threat or act of terrorism. The requirements of consequence management and crisis management are combined in the NRF. See also **Consequence Management**.

**Critical Infrastructures** Systems and assets, whether physical or virtual, so vital to the United States that the incapacity or destruction of such systems and assets would have a debilitating impact on security, national economic security, national public health or safety, or any combination of those matters.

**Cultural Resources** Cultural resources include historic and prehistoric structures, archeological sites, cultural landscapes and museum collections.

**Cyber** Pertaining to computers and their support systems, such as servers, routers and switches, which support critical infrastructure.

**Defense Support of Civil Authorities (DSCA)** Refers to DOD support, including federal military forces, DOD civilians and DOD contractor personnel and DOD agencies and components, for domestic emergencies and for designated law enforcement and other activities.

**Deputy** A fully qualified individual who, in the absence of a superior, could be delegated the authority to manage a functional operation or perform a specific task. In some cases, a deputy could act as relief for a

superior and therefore must be fully qualified in the position. Deputies can be assigned to the Incident Commander, general staff and branch directors.

**Disaster** See Major Disaster

**Disaster Recovery Center (DRC)** A facility established in a centralized location within or near the disaster area at which disaster victims (individuals, families, or businesses) apply for disaster aid.

**District Response Group** Established in each DHS/USCG District, the District Response Group is primarily responsible for providing the OSC technical assistance, personnel and equipment during responses typically involving marine zones.

**Emergency** As defined by the Stafford Act, an emergency is "any occasion or instance for which, in the determination of the President, federal assistance is needed to supplement state and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States."

**Emergency Operations Center (EOC)** The physical location at which the coordination of information and resources to support domestic incident management activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement and medical services), by jurisdiction (e.g., Federal, State, regional, county, city, tribal), or by some combination thereof.

**Emergency Operations Plan (EOP)** The "steady-state" plan maintained by various jurisdictional levels for managing a wide variety of potential hazards.

**Emergency Public Information** Information that is disseminated primarily in anticipation of an emergency or during an emergency. In addition to providing situational information to the public, it also frequently provides directive actions required to be taken by the general public.

**Emergency Response Provider** Includes federal, state, local and tribal emergency public safety, law enforcement, emergency response, emergency medical (including hospital emergency facilities) and related personnel, agencies and authorities. (See section 2(6) Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135 (2002).) Also known as "emergency responder."

**Emergency Support Function (ESF)** A grouping of government and certain private-sector capabilities into an organizational structure to provide the support, resources, program implementation and services that are most likely to be needed to save lives, protect property and the environment, restore essential services and critical infrastructure and help victims and communities return to normal, when feasible, following domestic incidents. The ESFs serve as the primary operational-level mechanism to provide assistance to State, local and tribal governments or to federal departments and agencies conducting missions of primary federal responsibility.

**Environment.** Natural and cultural resources and historic properties as those terms are defined in this glossary and in relevant laws.

**Environmental Response Team** Established by EPA, the Environmental Response Team includes expertise in biology, chemistry, hydrology, geology and engineering. The Environmental Response Team provides technical advice and assistance to the OSC for both planning and response to discharges and releases of oil and hazardous substances into the environment.

**Evacuation** Organized, phased and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas and their reception and care in safe areas.

**Facility Management** Facility selection and acquisition, building services, information systems, communications, safety and health and physical security.

**Federal** Of or pertaining to the Federal Government of the United States of America.

**Federal Coordinating Officer (FCO)** The federal officer who is appointed to manage federal resource support activities related to Stafford Act disasters and emergencies. The FCO is responsible for coordinating the timely delivery of federal disaster assistance resources and programs to the affected state and local governments, individual victims and the private sector.

**Federal On-Scene Coordinator (FOSC or OSC)**. The federal official pre-designated by the EPA or the USCG to coordinate responses under subpart D of the NCP, or the government official designated to coordinate and direct removal actions under subpart E of the NCP.

**Federal Resource Coordinator (FRC)** The federal official appointed to manage federal resource support activities related to non-Stafford Act incidents. The FRC is responsible for coordinating support from other federal departments and agencies using interagency agreements and MOUs.

**First Responder** Local and nongovernmental police, fire and emergency personnel who in the early stages of an incident are responsible for the protection and preservation of life, property, evidence and the environment, including emergency response providers as defined in section 2 of the Homeland Security Act of 2002 (6 U.S.C. 101), as well as emergency management, public health, clinical care, public works and other skilled support personnel (such as equipment operators) who provide immediate support services during prevention, response and recovery operations. First responders may include personnel from federal, state, local, tribal, or nongovernmental organizations.

**Hazard** Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

**Hazard Mitigation** Any cost-effective measure, which will reduce the potential for damage to a facility from a disaster event.

**Hazardous Material**. For the purposes of ESF #1, hazardous material is a substance or material, including a hazardous substance, that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety and property when transported in commerce and which has been so designated (see 49 CFR 171.8). For the purposes of ESF #10 and the Oil and Hazardous Materials Incident Annex, the term is intended to mean hazardous substances, pollutants and contaminants as defined by the NCP.

**Hazardous Substance** As defined by the NCP, any substance designated pursuant to section 311(b)(2)(A) of the Clean Water Act, any element, compound, mixture, solution, or substance designated pursuant to section 102 of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act (but not including any waste the regulation of which under the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.) has been suspended by act of Congress), any toxic pollutant listed under section 307(a) of the Clean Water Act, any hazardous air pollutant listed under section 112 of the Clean Air Act (42 U.S.C. § 7521 et seq.), and any imminently hazardous chemical substance or mixture with respect to which the EPA Administrator has taken action pursuant to section 7 of the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.)

**Historic Property** Any prehistoric or historic district, site, building, structure, or object included in or eligible for inclusion in the National Register of Historic Places, including artifacts, records and remains which are related to such district, site, building, structure, or object [16 U.S.C. § 470(w)(5)]

**Incident.** An occurrence or event, natural or human caused, which requires an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wild land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health and medical emergencies and other occurrences requiring an emergency response.

**Incident Action Plan** An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.

**Incident Command Post (ICP)** The field location at which the primary tactical-level, on-scene incident command functions are performed. The ICP may be collocated with the incident base or other incident facilities and is normally identified by a green rotating or flashing light.

**Incident Command System (ICS)** A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures and communications operating with a common organizational structure, designed to aid in the management of resources during incidents. ICS is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, or organized field-level incident management operations.

**Incident Commander (IC)** The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

**Incident Management Team (IMT)** The Incident Commander and appropriate command and general staff personnel assigned to an incident

**Incident Management Assistance Team (IMAT)** – Are full-time, rapid-response teams with dedicated staff able to deploy within two hours and arrive at an incident within 12 hours to support the local incident commander. The teams support the initial establishment of a unified command and provide situational awareness for federal and state decision-makers crucial to determining the level and type of immediate federal support that may be required

**Incident Mitigation** Actions taken during an incident designed to minimize impacts or contain the damages to property or the environment

**INFORM** Electronic, web-based alert and notification system specifically used to notify Offsite Response Organizations (ORO) with the responsibility of managing incidents at Grand Gulf Nuclear Station (GGNS)

**Information Officer** See **Public Information Officer**

**Infrastructure** The man-made physical systems, assets, projects and structures, publicly and/or privately owned, that are used by or provide benefit to the public. Examples of infrastructure include utilities, bridges, levees, drinking water systems, electrical systems, communications systems, dams, sewage systems and roads

**Infrastructure Liaison** Assigned by DHS, the Infrastructure Liaison serves as the principal advisor to the JFO Coordination Group regarding all national- and regional-level critical infrastructure and key resources incident-related issues

**Initial Actions** The actions taken by those responders first to arrive at an incident site

**Initial Response** Resources initially committed to an incident.

**Joint Field Office (JFO)** A temporary federal facility established locally to provide a central point for federal, state, local and tribal executives with responsibility for incident oversight, direction and/or assistance to effectively coordinate protection, prevention, preparedness, response and recovery actions. The JFO will combine the traditional functions of the JOC, the FEMA DFO and the JIC within a single federal facility

**Joint Information Center (JIC)** A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media at the scene of the incident. Public information officials from all participating agencies should collocate at the JIC

**Joint Operations Center (JOC)** The JOC is the focal point for all federal investigative law enforcement activities during a terrorist or potential terrorist incident or any other significant criminal incident and is managed by the SFLEO. The JOC becomes a component of the JFO when the NRF is activated

**Joint Unified Command (JUC)** The JUC links the organizations responding to the incident and provides a forum for these entities to make consensus decisions. Under the JUC, the various jurisdictions

and/or agencies and non-government responders may blend together throughout the operation to create an integrated response team

At the state level, the State of Mississippi has adopted a Joint Unified Command structure for incident management. This organizational framework places a state official side-by-side with a federal official at the section, division and branch level, as the situation warrants these levels of organization.

**Jurisdiction** A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authorities. Jurisdictional authority at an incident can be political or geographical (e.g., city, county, tribal, state, or federal boundary lines) or functional (e.g., law enforcement, public health).

**Liaison Officer** A member of the command staff responsible for coordinating with representatives from cooperating and assisting agencies.

**Local Government** A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under state law), regional or interstate government entity, or agency or instrumentality of a local government, an Indian tribe or authorized tribal organization or, in Alaska, a Native Village or Alaska Regional Native Corporation, or a rural community, unincorporated town or village, or other public entity (As defined in section 2(10) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002)).

**Long-Range Management Plan** Used by the FCO and management team to address internal staffing, organization and team requirements.

**Major Disaster** As defined by the Stafford Act, any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this act to supplement the efforts and available resources of states, local governments and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

**Materiel Management** Requisitioning and sourcing (requirements processing), acquisition, asset visibility (resource tracking), receipt, storage and handling, security and accountability, inventory, deployment issue and distribution, and recovery, reuse and disposition.

**Mission Assignment** The vehicle used by DHS/EPR/FEMA to support federal operations in a Stafford Act major disaster or emergency declaration. It orders immediate, short-term emergency response assistance when an applicable state or local government is overwhelmed by the event and lacks the capability to perform, or contract for, the necessary work.

**Mitigation** Activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often developed in accordance with lessons learned.



from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses and the public on measures they can take to reduce loss and injury.

**Mobilization** The process and procedures used by all organizations—federal, state, local and tribal—for activating, assembling and transporting all resources that have been requested to respond to or support an incident.

**Mobilization Center** An off-site temporary facility at which response personnel and equipment are received from the point of arrival and are pre-positioned for deployment to an incident logistics base, to a local staging area, or directly to an incident site, as required. A mobilization center also provides temporary support services, such as food and billeting, for response personnel prior to their assignment, release, or reassignment and serves as a place to out-process following demobilization while awaiting transportation.

**Multi-agency Command Center (MACC)** An interagency coordination center established by DHS/USSS during NSSEs as a component of the JFO. The MACC serves as the focal point for interagency security planning and coordination, including the coordination of all NSSE-related information from other intra-agency centers (e.g., police command posts, Secret Service security rooms) and other interagency centers (e.g., intelligence operations centers, joint information centers).

**Multi-agency Coordination Entity** Functions within a broader multi-agency coordination system. It may establish priorities among incidents and associated resource allocations, deconflict agency policies and provide strategic guidance and direction to support incident management activities.

**Multi-agency Coordination System** Provides the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration and information coordination. The components of multi-agency coordination systems include facilities, equipment, EOCs, specific multi-agency coordination entities, personnel, procedures and communications. The systems assist agencies and organizations to fully integrate the subsystems of NIMS.

**Multi-jurisdictional Incident** An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.

**Mutual Aid Agreement** Written agreement between agencies, organizations and/or jurisdictions that they will assist one another on request by furnishing personnel, equipment and/or expertise in a specified manner.

**National Counterterrorism Center (NCTC)** The NCTC serves as the primary federal organization for analyzing and integrating all intelligence possessed or acquired by the U.S. Government pertaining to terrorism and counterterrorism, excepting purely domestic counterterrorism information. The NCTC may,

consistent with applicable law, receive, retain and disseminate information from any Federal, State, or local government or other source necessary to fulfill its responsibilities

**National Disaster Medical System (NDMS)** A coordinated partnership between DHS, HHS, DOD and the Department of Veterans Affairs established for the purpose of responding to the needs of victims of a public health emergency NDMS provides medical response assets and the movement of patients to health care facilities where definitive medical care is received when required

**National Incident Management System (NIMS)** A system mandated by HSPD-5 that provides a consistent, nationwide approach for Federal, State, local and tribal governments, the private sector, and NGOs to work effectively and efficiently together to prepare for, respond to and recover from domestic incidents, regardless of cause, size, or complexity To provide for interoperability and compatibility among federal, state, local and tribal capabilities, the NIMS includes a core set of concepts, principles and terminology HSPD-5 identifies these as the ICS, multi-agency coordination systems, training, identification and management of resources (including systems for classifying types of resources), qualification and certification, and the collection, tracking and reporting of incident information and incident resources

**National Infrastructure Coordinating Center (NICC)** Managed by the DHS Information Analysis and Infrastructure Protection Directorate, the NICC monitors the Nation's critical infrastructure and key resources on an ongoing basis In the event of an incident, the NICC provides a coordinating vehicle to share information with critical infrastructure and key resources information-sharing entities

**National Interagency Coordination Center (NICC)** The organization responsible for coordinating allocation of resources to one or more coordination centers or major fires within the Nation Located in Boise, ID

**Natural Resources** Natural resources include land, fish, wildlife, domesticated animals, plants, biota and water Water means salt and fresh water, surface and ground water, including water used for drinking, irrigation, aquaculture and recreational purposes, as well as in its capacity as fish and wildlife habitat, including coral reef ecosystems as defined in 16 U S C 64501 Land means soil, surface and subsurface minerals and other terrestrial features

**National Response Center** A national communications center for activities related to oil and hazardous substance response actions The National Response Center, located at DHS/USCG Headquarters in Washington, DC, receives and relays notices of oil and hazardous substances releases to the appropriate Federal OSC

**National Response System** Pursuant to the NCP, the mechanism for coordinating response actions by all levels of government (40 CFR § 300.21) for oil and hazardous substances spills and releases

**National Response Team (NRT)** The NRT, comprised of the 16 federal agencies with major environmental and public health responsibilities, is the primary vehicle for coordinating federal agency activities under the NCP The NRT carries out national planning and response coordination and is the

head of a highly organized federal oil and hazardous substance emergency response network EPA serves as the NRT Chair and DHS/USCG serves as Vice Chair

**National Special Security Event (NSSE)** A designated event that, by virtue of its political, economic, social, or religious significance, may be the target of terrorism or other criminal activity

**Nongovernmental Organization (NGO)** A nonprofit entity that is based on interests of its members, individuals, or institutions and that is not created by a government, but may work cooperatively with government Such organizations serve a public purpose, not a private benefit Examples of NGOs include faith-based charity organizations and the American Red Cross

**Operational Hotline** Telephone network connecting the control room at GGNS to the OROs with the responsibility of managing an on-site incident

**On-Scene Coordinator (OSC)** See **Federal On-Scene Coordinator**

**Pollutant or Contaminant.** As defined in the NCP, includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, or physical deformations in such organisms or their offspring

**Preparedness** The range of deliberate, critical tasks and activities necessary to build, sustain and improve the operational capability to prevent, protect against, respond to and recover from domestic incidents Preparedness is a continuous process involving efforts at all levels of government and between government and private-sector and nongovernmental organizations to identify threats, determine vulnerabilities and identify required resources

**Prevention** Actions taken to avoid an incident or to intervene to stop an incident from occurring Prevention involves actions taken to protect lives and property It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations, heightened inspections, improved surveillance and security operations, investigations to determine the full nature and source of the threat, public health and agricultural surveillance and testing processes, immunizations, isolation, or quarantine, and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice

**Principal Federal Official (PFO)** The federal official designated by the Secretary of Homeland Security to act as his/her representative locally to oversee, coordinate and execute the Secretary's incident management responsibilities under HSPD-5 for Incidents of National Significance

**Private Sector** Organizations and entities that are not part of any governmental structure Includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, private emergency response organizations and private voluntary organizations

**Public Assistance Program** The program administered by FEMA that provides supplemental federal disaster grant assistance for debris removal and disposal, emergency protective measures and the repair, replacement, or restoration of disaster-damaged, publicly owned facilities and the facilities of certain private nonprofit organizations

**Public Health** Protection, safety, improvement and interconnections of health and disease prevention among people, domestic animals and wildlife

**Public Information Officer (PIO)** A member of the Command Staff responsible for interfacing with the public and media or with other agencies with incident related information requirements

**Public Works** Work, construction, physical facilities and services provided by governments for the benefit and use of the public

**Recovery** The development, coordination and execution of service- and site-restoration plans for impacted communities and the reconstitution of government operations and services through individual, private-sector, nongovernmental and public assistance programs that identify needs and define resources, provide housing and promote restoration, address long-term care and treatment of affected persons, implement additional measures for community restoration, incorporate mitigation measures and techniques, as feasible, evaluate the incident to identify lessons learned, and develop initiatives to mitigate the effects of future incidents

**Resources** Personnel and major items of equipment, supplies and facilities available or potentially available for assignment to incident operations and for which status is maintained Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC

**Response** Activities that address the short-term, direct effects of an incident Response includes immediate actions to save lives, protect property and meet basic human needs Response also includes the execution of emergency operations plans and of incident mitigation activities designed to limit the loss of life, personal injury, property damage and other unfavorable outcomes As indicated by the situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident, increased security operations, continuing investigations into the nature and source of the threat, ongoing public health and agricultural surveillance and testing processes, immunizations, isolation, or quarantine, and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity and apprehending actual perpetrators and bringing them to justice

**Senior Federal Official (SFO)** An individual representing a federal department or agency with primary statutory responsibility for incident management SFOs utilize existing authorities, expertise and capabilities to aid in management of the incident working in coordination with other members of the JFO Coordination Group

**Situation Assessment** The evaluation and interpretation of information gathered from a variety of sources (including weather information and forecasts, computerized models, GIS data mapping, remote

sensing sources, ground surveys, etc ) that, when communicated to emergency managers and decision makers, can provide a basis for incident management decision-making

**State** Any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U S Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands and any possession of the United States (As defined in section 2(14) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat 2135, et seq (2002) )

**Strategic.** Strategic elements of incident management are characterized by continuous, long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities, the establishment of budgets and other fiscal decisions, policy development and the application of measures of performance or effectiveness

**Strategic Plan** A plan that addresses long-term issues such as impact of weather forecasts, time-phased resource requirements and problems such as permanent housing for displaced disaster victims, environmental pollution and infrastructure restoration

**Telecommunications** The transmission, emission, or reception of voice and/or data through any medium by wire, radio, other electrical electromagnetic, or optical means. Telecommunications includes all aspects of transmitting information

**Terrorism** Any activity that (1) involves an act that (a) is dangerous to human life or potentially destructive of critical infrastructure or key resources, and (b) is a violation of the criminal laws of the United States or of any state or other subdivision of the United States, and (2) appears to be intended (a) to intimidate or coerce a civilian population, (b) to influence the policy of a government by intimidation or coercion, or (c) to affect the conduct of a government by mass destruction, assassination, or kidnapping

**Threat** An indication of possible violence, harm, or danger

**Transportation Management** Transportation prioritizing, ordering, sourcing and acquisition, time phasing plans, fleet management, and movement coordination and tracking

**Tribe** Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 Stat 688) [43 U S C A and 1601 et seq ], that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians

**Unaffiliated Volunteer** An individual who is not formally associated with a recognized voluntary disaster relief organization, also known as a "spontaneous" or "emergent" volunteer

**Unified Command** An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command to establish their designated Incident Commanders at a single ICP and to establish a common set of objectives and strategies and a single Incident Action Plan

## WEST POINT CLAY COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

**United States** The term "United States," when used in a geographic sense, means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U S Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, any possession of the United States and any waters within the jurisdiction of the United States (As defined in section 2(16) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat 2135, et seq (2002) )

**Unsolicited Goods.** Donated items offered by and/or sent to the incident area by the public, the private sector, or other source, that have not been requested by government or nonprofit disaster relief coordinators

**Urban Search and Rescue.** Operational activities that include locating, extricating and providing on-site medical treatment to victims trapped in collapsed structures

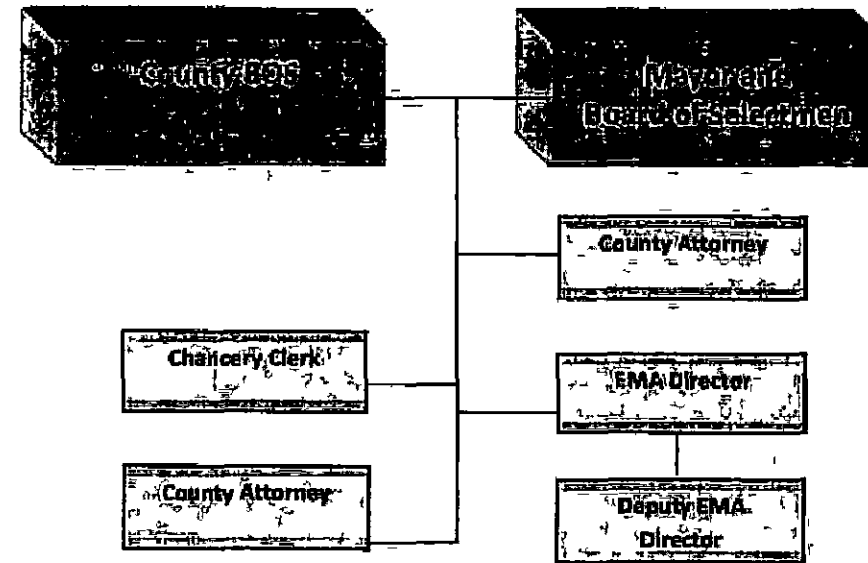
**Volunteer** Any individual accepted to perform services by an agency that has authority to accept volunteer services when the individual performs services without promise, expectation, or receipt of compensation for services performed (See, for example, 16 U S C § 742f(c) and 29 CFR § 553 101 )

**Volunteer and Donations Coordination Center** Facility from which the Volunteer and Donations Coordination Team operates. It is best situated in or close by the SEOC for coordination purposes. Requirements may include space for a phone bank, meeting space and space for a team of specialists to review and process offers

**Weapon of Mass Destruction (WMD)** As defined in Title 18, U S C § 2332a. (1) any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than 4 ounces, or missile having an explosive or incendiary charge of more than one-quarter ounce, or mine or similar device, (2) any weapon that is designed or intended to cause death or serious bodily injury through the release, dissemination, or impact of toxic or poisonous chemicals or their precursors, (3) any weapon involving a disease organism, or (4) any weapon that is designed to release radiation or radioactivity at a level dangerous to human life

**Appendix C – West Point Clay County EMA Organizational Charts**

MACC Organizational Chart (Day-to-Day)



768



NO \_\_\_\_\_

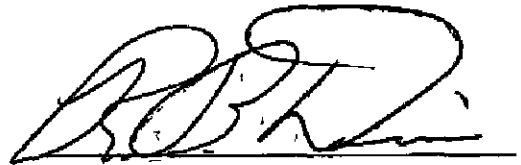
**IN THE MATTER OF AUTHORIZING TRAVEL FOR ELECTED OFFICIALS AND  
COUNTY EMPLOYEES**

---

There came on this day for consideration the matter of authorizing travel for Elected Officials and County Employees

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to authorize and approve for the Elected Officials and County employees as attached hereto as Exhibit A to travel

SO ORDERED this the 5<sup>th</sup> day of December, 2016



President

ECAM 2017 ANNUAL ELECTIONS SEMINAR AND TRAINING  
SILVER STAR HOTEL & CONVENTION CENTER PHILADELPHIA, MISSISSIPPI

January 25, 26, 27, 2017

PLEASE REGISTER EARLY! SPACE IS LIMITED

Print Name Mae W. Brewer  
(Legal name as it appears on your ID)  
Address 555 Brewer Rd city Pheba zip 39755  
Phone (Home) 662-295-3294 (Work) \_\_\_\_\_ (Cell) 662-295-3294  
Congressional District 1 Supervisor District 5 County Clay  
EMAIL (Confirmation will be done by email provided) maebrewer20@gmail.com  
Please check appropriate box  County Election Commissioner  Circuit Clerk/Dep Clerk (1 PER COUNTY)  
 Newly Elected/Appointed Election Commissioner/Clerk  Other \_\_\_\_\_  
Name of Election Commission Chairperson Linda Ivy  
Name of Roommate \_\_\_\_\_  
List only if this person is an Election Commissioner

**Spouse/Guest Meal Tickets.** Will be available for purchase at the convention  
**DO NOT SEND MONEY FOR SPOUSE/GUEST MEAL TICKETS WITH THIS FORM**  
(There will be **NO** spouse or guest tickets sent in advance of the convention)  
Ticket prices are Breakfast- \$20 each- lunch buffet- \$25 each- banquet tickets-\$40 each

**ECAM MEMBER** County Election Commissioner (\$310.00) (Includes 2 nights in Hotel) \$ 310.<sup>00</sup>  
Registration Fee - \$270.00 + Dues - \$40.00 = \$310.00  
**ECAM ASSOCIATE MEMBER** (\$300.00) (Includes 2 nights in Hotel) \$ \_\_\_\_\_  
Registration Fee - \$270.00 + Dues - \$30.00 = \$300.00  
**ECAM MEMBER ATTENDING CONVENTION--BUT NOT STAYING IN HOTEL** \$ \_\_\_\_\_  
Registration Fee - \$140.00 + Dues - \$40.00 = \$180.00  
**ECAM ASSOCIATE MEMBER ATTENDING CONVENTION--BUT NOT STAYING IN HOTEL** \$ \_\_\_\_\_  
Registration Fee - \$140.00 + Dues - \$30.00 = \$170.00

**NOTE. ALL FUNDS MUST BE SENT TO ECAM TREASURER---NOT THE HOTEL!**

Additional Night (\$65.00 per night) \$65.00 X \_\_\_\_\_ = \$ \_\_\_\_\_

**LATE REGISTRATION FEE** After January 2, 2017 ADD \$25.00 \$ \_\_\_\_\_

The Registration fee pays for two nights stay at the hotel. Any other nights are your responsibility at the current hotel rate and must be booked and paid by each individual! If you do not fill out the information below, you will be subject to what is available!

Single  Double  Smoking  Non-Smoking  Handicap

PLEASE SPECIFY I PREFER TO STAY AT THE GOLDEN MOON HOTEL  OR SILVER STAR HOTEL

TOTAL Amount Enclosed (MAKE ALL CHECKS PAYABLE TO ECAM) \$ \_\_\_\_\_

Regular registration deadline is January 2, 2017 - Cancellation required by January 10, 2017  
**NO refunds after January 10, 2017 cancellation date!**

I understand and agree to these Terms Mae W. Brewer Date 11/30/16

MAIL THIS FORM AND ALL CHECKS TO Hon GAIL WELCH  
17 KIMBERLEY DRIVE  
LAUREL, MS 39440

Contact # 601-319-3552, Email gwelch3552@aol.com

**DON'T FORGET SILENT AUCTION ITEMS SILENT AUCTION WILL BE IN SKY BOXES 2 & 3 UPSTAIRS**

ECAM 2017 ANNUAL ELECTIONS SEMINAR AND TRAINING  
SILVER STAR HOTEL & CONVENTION CENTER – PHILADELPHIA, MISSISSIPPI  
January 25, 26, 27, 2017

**PLEASE REGISTER EARLY! SPACE IS LIMITED**

Print Name Sawana D Walker  
(Legal name as it appears on your ID)  
Address 2047 CCC Line Rd city Prairie Zip 39756  
Phone (Home) 662 448 4690 (Work) 662 495 2053 (Cell) 662 295 9663  
Congressional District 1 Supervisor District 4 County CLAY  
EMAIL (Confirmation will be done by email provided) SawanaWalker@gmail.com  
Please check appropriate box  County Election Commissioner  Circuit Clerk/Dep Clerk (1 PER COUNTY)  
 Newly Elected/Appointed Election Commissioner/Clerk Other \_\_\_\_\_  
Name of Election Commission Chairperson Linda Ivy  
Name of Roommate \_\_\_\_\_  
List only if this person is an Election Commissioner

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I understand and agree to these Terms Sawana D Walker Date 11/30/2016

MAIL THIS FORM AND ALL CHECKS TO Hon. GAIL WELCH  
17 KIMBERLEY DRIVE  
LAUREL, MS 39440

Contact # 601-319-3552, Email gwelch3552@aol.com

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SILVER STAR HOTEL & CONVENTION CENTER - PHILADELPHIA, MISSISSIPPI  
January 25, 26, 27, 2017

**PLEASE REGISTER EARLY! SPACE IS LIMITED**

Print Name Linda Ivy  
(Legal name as it appears on your ID)  
Address 109 CARVER ST EXT City WEST Point Zip 39773  
Phone (Home) 662-494-9229 (Work) 662-494-3384 (Cell) 662-854-1021  
Congressional District 1 Supervisor District 1 County CLAY  
EMAIL (Confirmation will be done by email provided) oneal283@yahoo.com  
Please check appropriate box  County Election Commissioner  Circuit Clerk/Dep Clerk (1 PER COUNTY)  
 Newly Elected/Appointed Election Commissioner/Clerk  Other \_\_\_\_\_  
Name of Election Commission Chairperson LINDA IVY  
Name of Roommate \_\_\_\_\_  
*List only if this person is an Election Commissioner*

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TOTAL Amount Enclosed **(MAKE ALL CHECKS PAYABLE TO E C A M)** \$ \_\_\_\_\_

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I understand and agree to these Terms: Linda Ivy Date 11-24-16

**MAIL THIS FORM AND ALL CHECKS TO:** Hon. GAIL WELCH  
17 KIMBERLEY DRIVE  
LAUREL, MS 39440

Contact # 601-319-3552, Email [gwelch3552@aol.com](mailto:gwelch3552@aol.com)

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SILVER STAR HOTEL & CONVENTION CENTER - PHILADELPHIA, MISSISSIPPI  
January 25, 26, 27, 2017

**PLEASE REGISTER EARLY! SPACE IS LIMITED**

*George*  
Print Name Hubert Caston  
(Legal name as it appears on your ID)  
Address 111 South Division St City West P.A. MS zip 39773  
Phone (Home) 662-494-4208 (Work) \_\_\_\_\_ (Cell) 662-524-0092  
Congressional District 1 Supervisor District 3 County Coba  
EMAIL (Confirmation will be done by email provided) HubertCaston@yahoo.com  
Please check appropriate box  County Election Commissioner \_\_\_\_\_ Circuit Clerk/Dep Clerk (1 PER COUNTY)  
\_\_\_\_\_ Newly Elected/Appointed Election Commissioner/Clerk Other \_\_\_\_\_  
Name of Election Commission Chairperson Linda Ivy  
Name of Roommate \_\_\_\_\_  
List only if this person is an Election Commissioner

Spouse/Guest Meal Tickets Will be available for purchase at the convention  
**DO NOT SEND MONEY FOR SPOUSE/GUEST MEAL TICKETS WITH THIS FORM**  
(There will be NO spouse or guest tickets sent in advance of the convention)  
Ticket prices are Breakfast- \$20 each- lunch buffet- \$25 each- banquet tickets-\$40 each

ECAM MEMBER County Election Commissioner (\$310 00) (Includes 2 nights in Hotel) \$ 310.00  
Registration Fee - \$270 00 + Dues - \$40 00 = \$310 00  
ECAM ASSOCIATE MEMBER (\$300 00) (Includes 2 nights in Hotel) \$ \_\_\_\_\_  
Registration Fee - \$270 00 + Dues - \$30 00 = \$300.00  
ECAM MEMBER ATTENDING CONVENTION--BUT NOT STAYING IN HOTEL \$ \_\_\_\_\_  
Registration Fee - \$140 00 + Dues - \$40 00 = \$180 00  
ECAM ASSOCIATE MEMBER ATTENDING CONVENTION--BUT NOT STAYING IN HOTEL \$ \_\_\_\_\_  
Registration Fee - \$140 00 + Dues - \$30 00 = \$170 00

**NOTE ALL FUNDS MUST BE SENT TO ECAM TREASURER--NOT THE HOTEL!**

Additional Night (\$65 00 per night) \$65 00 X \_\_\_\_\_ = \$ \_\_\_\_\_  
LATE REGISTRATION FEE After January 2, 2017 ADD \$25 00 \$ \_\_\_\_\_

The Registration fee pays for two nights stay at the hotel. Any other nights are your responsibility at the current hotel rate and must be booked and paid by each individual! If you do not fill out the information below, you will be subject to what is available!

Single  Double  Smoking  Non-Smoking  Handicap  
PLEASE SPECIFY I PREFER TO STAY AT THE GOLDEN MOON HOTEL  OR SILVER STAR HOTEL

TOTAL Amount Enclosed (MAKE ALL CHECKS PAYABLE TO ECAM) \$ 310.00

Regular registration deadline is January 2, 2017 - Cancellation required by January 10, 2017  
NO refunds after January 10, 2017 cancellation date!

I understand and agree to these Terms Hubert Caston Date 11-28-16

MAIL THIS FORM AND ALL CHECKS TO  
Hon GAIL WELCH  
17 KIMBERLEY DRIVE  
LAUREL, MS 39440

Contact # 601-319-3552, Email gwelch3552@aol.com

**DON'T FORGET SILENT AUCTION ITEMS SILENT AUCTION WILL BE IN SKY BOXES 2 & 3 UPSTAIRS**

ECAM 2017 ANNUAL ELECTIONS SEMINAR AND TRAINING  
SILVER STAR HOTEL & CONVENTION CENTER - PHILADELPHIA, MISSISSIPPI  
January 25, 26, 27, 2017

**PLEASE REGISTER EARLY! SPACE IS LIMITED**

Print Name THOMAS D. "TOMMY" BRYAN  
(Legal name as it appears on your ID)  
Address PO BOX 1234 City WEST POINT Zip 39773  
Phone (Home) 662-295-7121 (Work) SAME (Cell) SAME  
Congressional District 1 Supervisor District 2 County CLAY  
EMAIL (Confirmation will be done by email provided) b621bryan@live.com  
Please check appropriate box  County Election Commissioner  Circuit Clerk/Dep Clerk (1 PER COUNTY)  
 Newly Elected/Appointed Election Commissioner/Clerk  Other \_\_\_\_\_  
Name of Election Commission Chairperson LINDA IVY  
Name of Roommate \_\_\_\_\_  
List only if this person is an Election Commissioner

**Spouse/Guest Meal Tickets** Will be available for purchase at the convention  
**DO NOT SEND MONEY FOR SPOUSE/GUEST MEAL TICKETS WITH THIS FORM**  
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**ECAM MEMBER** County Election Commissioner (\$310 00) (Includes 2 nights in Hotel) \$ 310<sup>00</sup>  
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**ECAM ASSOCIATE MEMBER** (\$300 00) (Includes 2 nights in Hotel) \$ \_\_\_\_\_  
Registration Fee - \$270 00 + Dues - \$30 00 = \$300 00  
**ECAM MEMBER ATTENDING CONVENTION-BUT NOT STAYING IN HOTEL** \$ \_\_\_\_\_  
Registration Fee - \$140 00 + Dues - \$40 00 = \$180 00  
**ECAM ASSOCIATE MEMBER ATTENDING CONVENTION-BUT NOT STAYING IN HOTEL** \$ \_\_\_\_\_  
Registration Fee - \$140.00 + Dues - \$30 00 = \$170 00  
**NOTE ALL FUNDS MUST BE SENT TO ECAM TREASURER—NOT THE HOTEL!**  
Additional Night (\$65 00 per night) \$65 00 X \_\_\_\_\_ = \$ \_\_\_\_\_  
**LATE REGISTRATION FEE** After January 2, 2017 ADD \$25.00 \$ \_\_\_\_\_

The Registration fee pays for two nights stay at the hotel. Any other nights are your responsibility at the current hotel rate and must be booked and paid by each individual. If you do not fill out the information below, you will be subject to what is available!

Single  Double  Smoking  Non-Smoking  Handicap  
PLEASE SPECIFY I PREFER TO STAY AT THE GOLDEN MOON HOTEL  OR SILVER STAR HOTEL

TOTAL Amount Enclosed (MAKE ALL CHECKS PAYABLE TO ECAM) \$ \_\_\_\_\_

Regular registration deadline is January 2, 2017 - Cancellation required by January 10, 2017  
**NO refunds after January 10, 2017 cancellation date!**

I understand and agree to these Terms [Signature] Date \_\_\_\_\_

MAIL THIS FORM AND ALL CHECKS TO  
Hon GAIL WELCH  
17 KIMBERLEY DRIVE  
LAUREL, MS 39440

Contact # 601-319-3552, Email [gwelch3552@aol.com](mailto:gwelch3552@aol.com)

**DON'T FORGET SILENT AUCTION ITEMS SILENT AUCTION WILL BE IN SKY BOXES 2 & 3 UPSTAIRS**

- [County Government and You](#)
- [County Government in Mississippi](#)
- [Links](#)
- [Upcoming Events](#)



**The Mississippi Association of Supervisors**  
**Strong County Government for a Growing State**

To travel:  
 Lynn Horton  
 R. B. Davis  
 Shelton Deaves  
 Joe Chandler  
 Amy Berry  
 Eddie Scott

## 2017 Mid-Winter Legislative Conference

January 3-5, 2017

*Hilton Jackson, 1001 E County Line Rd, Jackson, MS 39211*

The Mississippi Association of Supervisors (MAS) will hold its 2017 Mid-Winter Legislative Conference on January 3-5, 2017 at the Hilton Hotel in Jackson

**EARLY BIRD REGISTRATION** County Supervisors (MAS Active Members) and MAS Associate Members registering before November 21, 2016 will receive an early bird discount on the registration fee (\$200 early bird, \$225 after November 21) Non-Member registration rate is \$250 per person

**Questions?** Email (<mailto:sspangler@massup.org?subject=2017%20Mid-Winter%20Conference>) Stephanie Spangler, Director of Member Services

### Registration Forms

You may [register online](#) or by downloading a registration form below

[County Official Registration Form \(/sites/default/files/REGISTRATION%20Form%20-%20County 2.pdf\)](/sites/default/files/REGISTRATION%20Form%20-%20County%202.pdf)

[Vendor Registration Form \(/sites/default/files/REGISTRATION%20Form%20-%20Vendor%20UPDATED.pdf\)](/sites/default/files/REGISTRATION%20Form%20-%20Vendor%20UPDATED.pdf) **Updated 12/9/2016**

# Agenda

**Final Agenda** ([/sites/default/files/AGENDA%20Tentative\\_5.pdf](/sites/default/files/AGENDA%20Tentative_5.pdf)) **Updated 12/27/2016**

**Hilton Floor Plan** (</sites/default/files/HILTON%20Floor%20Plan.pdf>)

Items to be discussed include

- General session topics of importance to all county officials
- Discussion of MAS legislative goals for the 2017 Regular Legislative Session
- Tour and group photo at the State Capitol
- MAS committee meetings
- Legislative Appreciation Reception

## Conference Hotels

- **Hotel blocks open at 9:00 a.m. on November 1, 2016** Rates may not be available before November 1 or after cutoff date **Host hotel (Hilton Jackson) sells out quickly!**
- Reservations must be made directly with the hotel of your choice.
- You must request MAS rate **at the time reservation is made** to guarantee block rates. Rates cannot be changed at check-in or check-out.
- Block rates are subject to sales tax and fees (vary by property)

<p><b>Hilton Jackson</b></p> <p>Rate \$122</p> <p>Cutoff Date December 3, 2016</p> <p>Phone 601 957 2800</p>	<p><b>Fairfield Inn &amp; Suites</b></p> <p>Rate - \$95</p> <p>Cutoff Date December 26, 2016</p> <p>Group Code G1944</p> <p>Phone 601 957 8557</p>
<p><b>Cabot Lodge</b></p> <p>Rate \$109</p> <p>Cutoff Date December 19, 2016</p> <p>Phone 601 957 0757</p>	<p><b>Courtyard by Marriott Jackson</b></p> <p>Rate \$105</p> <p>Cutoff Date December 12, 2016</p> <p>Group Code MSS</p> <p>Booking Link <a href="https://goo.gl/Wkze05">https://goo.gl/Wkze05</a> (<a href="https://goo.gl/Wkze05">https://goo.gl/Wkze05</a>)</p> <p>Phone 601 956 9991</p>



<b>Drury Inn &amp; Suites</b>	
Rate	\$91 - \$121
Cutoff Date	December 2 2016
Group Code	2289668
Booking Link.	<a href="https://goo.gl/hxoYvw">https://goo.gl/hxoYvw</a>
	<a href="https://goo.gl/hxoYvw">(https://goo.gl/hxoYvw)</a>
Phone	800 325 0720

[Map to hotels \(https://drive.google.com/open?id=1JxSIPZ74UjSEbVSIjacaWl0zSo&usp=sharing\)](https://drive.google.com/open?id=1JxSIPZ74UjSEbVSIjacaWl0zSo&usp=sharing)

NO 1

**IN THE MATTER OF AUTHORIZING DENNIS JEFFERSON TO SIGN TICKETS  
WITHOUT OBTAINING A PURCHASE ORDER FOR \$150 00 OR LESS**

---

There came on this day for consideration the matter of authorizing Dennis Jefferson to sign tickets without obtaining a purchase order for \$150 00 or less

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unannimously to authorize for Dennis Jefferson to be authorized to sign tickets without obtaining a purchase for \$150 00 or less and for a description of where the items are going to be documented on the said ticket

SO ORDERED this the 5<sup>th</sup> day of December, 2016



President

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING TO ADVERTISE FOR COUNTY DEPOSITORY**

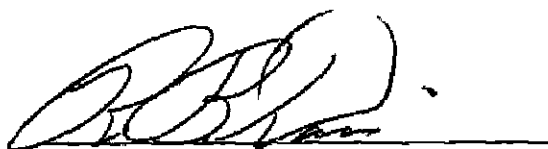
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There came on this day for consideration the matter of authorizing to advertise for County Depositories

It appears to this Board pursuant to Chapter 105 of title 27 of the Mississippi Code of 1972, it is time to advertise for bids for depository for operating funds and depository for investment funds for years 2017 and 2018 and for the said advertisements to be published on December 8, 2016 and December 15, 2016 to be received by 9 00 a.m on Thursday, December 29, 2016

After motion by Lynn Horton and second by Joe Chandler this Board doth vote unanimously to authorize to advertise to receive sealed bids until 9 00 a m , Thursday, December 29, 2016, for county depository for operating funds and investments funds.

SO ORDERED this the 5th day of December, 2016



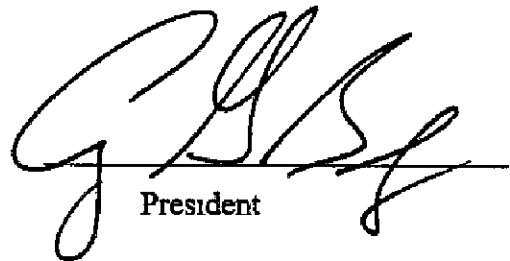
President

**NOTICE TO BIDDERS FOR COUNTY DEPOSITORIES**

Notice is hereby given that the Clay County Board of Supervisors of Clay County, Mississippi will receive sealed bids until 9 00 a.m Thursday, December 29, 2016 at the Board of Supervisors meeting room in the Courthouse as located at 205 Court Street, West Point, MS 39773 for the following

The General County to receive sealed bids on all County Checking Accounts for the period of January 3, 2017 through January 7, 2019 for depository on operating funds and depository for investment funds pursuant to Chapter 105 of Title 27 of the *Mississippi Code of 1972*

SO ORDERED this the 5<sup>th</sup> day of December 2016



President

**Publication dates**

12/8/2016

12/15/2016

NO \_\_\_\_\_


**IN THE MATTER OF AUTHORIZING FOR HAY LEASE FOR YEAR 2017**

---

There came on this day for consideration the matter of advertising for hay lease for year 2017

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to accept sealed bids for the leasing of 17 14 acres belonging to the County located in Section 7, Township 19, Range 6 for hay on Thursday, December 29, 2016 at 9 00 a m

SO ORDERED this the 5th day of December, 2016



President

**NOTICE OF HAY LEASE**

**NOTICE** is hereby given to the public that the Clay County Board of Supervisors will take sealed bids until 9 00 a m on Thursday, December 29, 2016 for the annual lease of lands for hay and the said lands being approximately 17 14 acres of certain real properties belonging to and located in Clay County Mississippi and situated as follows

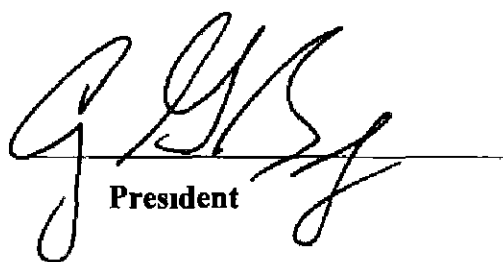
17 14 acres of lands located in the North West Quarter of the South East Quarter of Section 7, Township 19, Range 6 located on Hwy 45 South

The land will be leased on an "As Is" condition with The Hay Lease agreement will run from January 3, 2017 thru January 2, 2018 with Clay County named as an additional insured on the lessee's general liability insurance policy

The Board reserves the right to accept or reject any and all bids received and to waive any and all formalities with the acceptance and rejection of the bids

For further inquiries, contact Supervisor Luke Lummus at (662) 295-7037

SO ORDERED this the 5<sup>th</sup> day of December, 2016



President

**Publish**

December 8, 2016

December 15, 2016

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING TO ADVERTISE FOR SUPPLY AND  
MATERIAL BIDS FOR YEAR 2017**

---

There came on this day for consideration the matter of authorizing to advertise for supply and material bids for year 2017

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to authorize to advertise for sealed bids for supply and material for year 201 as attached hereto as Exhibit A on December 8, 2016 and December 15, 2016 to be received by 9 00 a.m on Thursday, December 29, 2016

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

President

## ADVERTISEMENT FOR BIDS

Notice is hereby given that the Board of Supervisors of Clay County, Mississippi, will receive sealed bids until the hour of 9 00 o'clock a m on the 29<sup>th</sup> of December, 2016, at the Office of the Chancery Clerk of Clay County, Mississippi, as located at 205 Court Street, West Point, MS 39773 for the sale to and for the use of according to the requirements of said County and various road districts and public offices of the said County, from January 3, 2017 thru January 2, 2018 the following supplies and materials and other related matters, to-wit

- (1) All Types, grades, and sizes of culverts (suppliers must guarantee a 5-working-day delivery period for all type culverts and pipe, alternate bids will be accepted and used if the primary bidders cannot meet the 5 day delivery time from any order )
- (2) Grader blades, grader blade bolts, and bevel ends (Minimum order ten (10) sets delivered price )
- (3) Hot mix and Cold mix (Bidders to price two ways 1) Bidder Hauling hot mix and cold mix 2) With County hauling hot mix and cold mix )
- (4) Limestone materials quote only #5 #7 #67 #89 and crush run
- (5) Sand, wash gravel, clay gravel, pea gravel, dirt, and other road building materials All bids should be submitted on a **per-ton basis**, except for clay gravel Clay gravel must be quoted on a **per-yard basis**
- (6) Notice is also given that at the time and place bids will be received for rental of equipment, including bulldozer, motor graders, tractors, trucks, pans, front-end loaders, drag lines, asphalt spreaders, rollers, and other road-building equipment, with or without operator Specify size and brand name of equipment to be rented Rates shall not be more than those rates quoted in the Associations of Equipment Dealers' National Average for rental rates based on the equipment being bid
- (7) DBST (mix, shape and compact to be included) and single bituminous surface treatment, to bid two ways
  - 1) With County furnishing materials
  - 2) Without County furnishing materials

All work and material shall be in accordance to Mississippi Standard Specifications for

- Seal Aggregate (Size 5) 0 28 cu ft/s y
- Blotter Material 0 04 cu ft/s y
- Double Bituminous Surface Treatment Without Price Coat
- Item Rate
- Asphalt for Surface Treatment (CRS-2P) 1 00 gal/s y
- Cover Aggregate (Size 546 or Size 5) 0 52 cu ft/s y
- Seal Aggregate (Size 7) 0 28 cu.ft/s y



- Blotter Material 0 004 cu ft/s y
- Single Bituminous Surface Treatment
- Item Rate
- Asphalt Surface Treatment (CRS-2P) 0 40 gal/s y
- Seal Aggregate (Size 7) 0 28 cu ft/s y
- Blotter Material 0 04 cu ft/s y

(8) All bids are to be quoted with a delivered price and an FOB your plant quote. In addition to bidding as heretofore requested in No. 7 above, bidders are also requested to bid on the item to each respective Supervisor's District, whereby the Board could accept bids for those road building materials on a per-district basis as well as a County-wide basis. The outside of each bid should clearly list and specify each and every item being bid upon.

(9) Herbicide weed killer such as corner stone and round up, and tree killer, such as Spike.

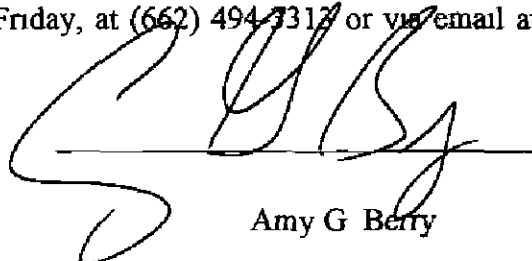
The Board intends to accept the lowest and best bid for all items upon which they receive bids, and it shall be within the discretion of the Board to determine and adjudicate which bid or bids represents the lowest and best bid on any and all items on which bids are received.

It is the intention of the Board of Supervisors that bidders specify within the bid, each and every item and price per item upon which they are submitting bids, and further the Board does not wish to receive bids that provide for change in price during the term for which bids are submitted. The Board does not desire to receive bids providing for discounts, but desires to receive "net price" bids.

The Board reserves the right to accept and reject all bids received and to waive all formalities with the acceptance for rejection of bids.

Published by order of the Board of Supervisors, this the 5<sup>th</sup> day of December, 2016.

For further questions, please contact Nikki Cude, Clay County Purchase Clerk, between the office hours of 8:00 a.m. to 12:00 p.m. Monday thru Friday, at (662) 494-3313 or via email at [ncude@claycountymn.gov](mailto:ncude@claycountymn.gov).



Amy G. Berry

Chancery Clerk

**Publication**

December 8, 2016

December 15, 2016

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING TO ADVERTISE FOR PROPANE BIDS FOR  
YEAR 2017**

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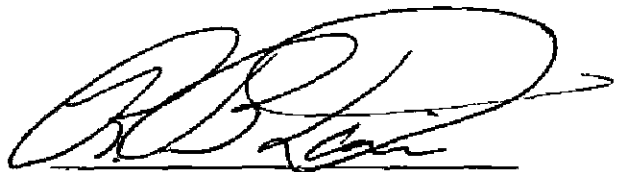
There came on this day for consideration the matter of authorizing to advertise for propane bids for year 2017

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to authorize to advertise to take sealed bids for a one year service contract to inspect and refuel the butane tanks for the following county buildings on a monthly basis to-wit,

- 1 To furnish butane to all five districts
- 2 To furnish butane to all voting precincts
- 3 To furnish butane to all volunteer fire departments

Furthermore, for the said advertisement to be published in the Daily Times Leader December 8, 2016 and December 15, 2016 to be received by 9 00 a.m., Thursday, December 29, 2016

SO ORDERED this the 5th day of December, 2016



President

# ADVERTISEMENT FOR BIDS

Notice is hereby given that the Board of Supervisors of Clay County, Mississippi, will receive sealed bids until the hour of 9 00 o'clock on the 29<sup>th</sup> day of December, 2016, at the Office of the Chancery Clerk of Clay County, Mississippi, as located at 205 Court Street, West Point, MS 39773, for a one year service contract to run from January 3, 2017 through January 2, 2018 to inspect and refuel the butane tanks for the following County buildings on a monthly basis

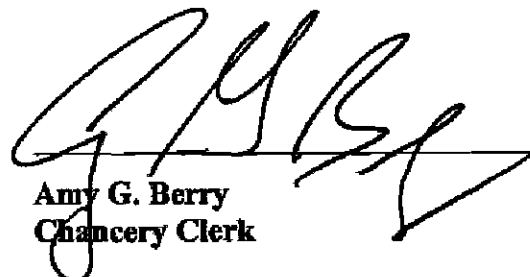
- 1 To furnish butane to all five districts
- 2 To furnish butane to all voting precincts
- 3 To furnish butane to all volunteer fire departments
- 4 To furnish butane to the two repeater towers as located on Enon Road and Pinkerton Road

All tanks are owned by Clay County

The Board reserves the right to accept or reject all bids received and to waive any and all formalities with the acceptance and rejection of the bids

For any questions, call Nikki Cude, Purchase Clerk of Clay County, Mississippi, Monday thru Friday, office hours 8 00 a m to 12 00 p m, at (662) 494-3313, or via email at [ncude@claycounty.ms.gov](mailto:ncude@claycounty.ms.gov)

Publish by order of the Board of Supervisors, this the 5<sup>th</sup> day of December, 2016



Amy G. Berry  
Chancery Clerk

## Publication Dates

December 8, 2016

December 15, 2016

NO \_\_\_\_\_

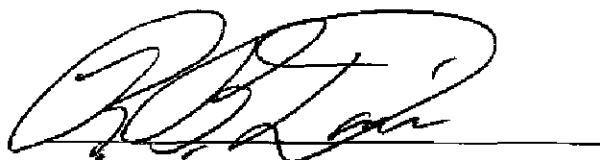
**IN THE MATTER OF AUTHORIZING AND APPROVING THE TELEPHONE  
CONTRACT WITH DELTA TELEPHONE COMPANY**

---

There came on this day for consideration the matter of authorizing and approving the telephone contract with Delta Telephone Company

After motion by Lynn Horton and second by Joe Chandler this Board doth vote unanimously to authorize and approve of the telephone contract as attached hereto as Exhibit A with Delta Telephone Company

SO ORDERED this the 5<sup>th</sup> day of December, 2016

A handwritten signature in black ink, appearing to read "Lynn Horton", written over a horizontal line.

President



**Telecommunications Service Agreement**

#2997360

*Delta Telephone Company*  
"Your Answer To Your Telephone Company"



Revolutionizing Communication Technology

Service Term: 36 Months      Inside City Limits: Yes  
 Account Name: Clay County      Main Phone #: 662-494-3124  
 Contact Name: President of the Board of Supervisors      Number: 662-494-3124      Email:

**Install Location**

Address: 205 Court St.      City: West Point      State: MS      Zip: 39773

**Billing Information**

Address: PO Box 815      City: West Point      State: MS      Zip: 39773

County: Clay      District: 4  
 Tax ID #: 64-6000252      Tax Exempt: No

Payment Terms: Direct Bill

QTY	Description	Sales Price	Total
14	VoIP Business Premium Service	\$27.99	\$391.86
16	VoIP Business Basic Service	\$25.89	\$414.24
8	VoIP Shared Call Appearance 10+	\$3.47	\$27.76
1	VoIP POE Switch - 24 Port	\$20.00	\$20.00
1	Block of 10 DID Numbers	\$8.00	\$8.00
1	Fiber Internet - 10MB	\$250.00	\$250.00
1	Music On Hold	\$4.95	\$4.95

Subtotal: \$1116.81  
 Estimated Government Fees and Taxes: \$145.19  
**Total Charges: \$1262.00**

It has been explained to me and I understand that the prices listed on this agreement and in all other Company materials DO NOT INCLUDE taxes, franchise fees, and any other mandated regulatory charges. I understand that these charges will be added to my bill and that my bill will be larger than the package price due to these other charges.

In ordering VoIP on this date, I understand that I am receiving a special promotional offer and certain installation charges have been waived. I therefore agree to subscribe to VoIP or an upgrade thereof for a minimum period of 36 months, commencing on the date this service is activated. If I am unable to fulfill the entire 3 Year term of this Agreement, I agree to pay Company upon billing, 50% of the balance due for the remaining of this agreement plus up to \$300 for the previously waived installation charges. In the case of termination of service(s) I acknowledge that all or part of my deposit, if any may in the sole discretion of the Company be applied to any charges owed Company by me. I acknowledge that I have read and agree to be bound by all terms and conditions of service, as they may be amended.

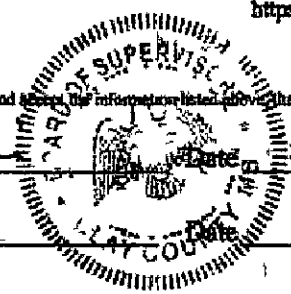
*AGS/KS*  
 Please initial box if accepted.

I understand and agree that all service(s) provided hereunder are subject to the terms of the Company's current Acceptable Use Policy located at the www.flowebb.net and such policy is incorporated by reference herein and I acknowledge having read such policy and accepted the terms of the same. I agree that I will be responsible for any and all damages to or loss of equipment on my premises. A deposit may be required from me pursuant to the results of a credit check.

By signing below I acknowledge that I have read, agree to, and accept the information listed above, the terms and conditions herein and on the back of this Agreement.

Signature A. B. [Handwritten Signature] Date 12/5/2016

Signature \_\_\_\_\_



This Service Agreement ("Agreement") is entered into by and between Delta Telephone Company Inc., a Mississippi corporation ("Delta Telephone"), and the customer identified on the reverse hereof ("Customer"). Delta Telephone agrees to provide and Customer agrees to purchase the Services described on the reverse hereof at the prices stated therein and on the terms and conditions stated below and as provided in all Applicable Tariffs. This Agreement shall be effective and binding at the time of Delta Telephone's acceptance hereof and shall be deemed dated the date accepted by Delta Telephone as indicated on the reverse hereof.

**TERM OF SERVICE.** The Service shall commence on the Service Commencement Date which shall be the later of the Estimated Service Commencement date or the day immediately following the date on which Delta Telephone notifies Customer that the Service is ready for use, and shall continue for the length of the term for such Service stated on the reverse hereof ("Applicable Term"). Following the expiration of the Applicable Term this Agreement shall continue in effect on a month-to-month basis ("Extended Term"), until canceled by either party by giving thirty (30) days written notice of cancellation. The parties acknowledge and agree that the Estimated Service Commencement Date is an estimate and that Delta Telephone shall not be liable to Customer in any way for failure to commence the Service before such date.

**CHARGES AND PAYMENT** Except as otherwise provided in any Applicable Tariff the monthly charge for each Service provided by Delta Telephone during the Applicable Term shall be that charge stated on the reverse hereof and the charges for each month's Service during the Extended Term, if any such term arises, shall be based upon the then-current monthly charges provided by any Applicable Tariff or Delta Telephone's standard charge for the same or similar services ("Monthly Charge"). Delta Telephone shall invoice Customer for Service on a monthly basis for the Monthly Charge and Customer's payment for each invoice shall be received by Delta Telephone within thirty (30) days of the invoice date ("Due Date"). All non-recurring installation charges stated on the reverse hereof shall be due on the Due Date of the first invoice. The first Monthly Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. If any invoice is not paid in full within ten (10) days after the Due Date, Customer shall also pay a late charge equal to the lesser of 1.5% of the unpaid balance of the invoice per month or the maximum lawful rate under applicable state law. Any applicable surcharge, federal, state, local, excise, or sales tax or similar levy chargeable to or against Delta Telephone because of the Service provided by Delta Telephone to Customer shall be charge to and paid by Customer in addition to the Monthly Charge. If any Customers on the Utility, Basic and Premium plans have usage exceeding by 10 times the average usage of all the customers on this plan subscribing to the same number of lines, the customer may be charged an additional fee of \$50.00 per month per line.

**APPLICABLE TARIFFS.** This Agreement is subject to and controlled by the provisions of Delta Telephone's lawfully filed and approved state and federal tariffs relating to the Services provided in this Agreement, and all changes and modifications to said tariffs as may be made from time to time, including all provisions limiting Delta Telephone's liability and disclaiming warranties ("Applicable Tariffs"), which are incorporated herein. All appropriate tariff rates and charges shall be included in the provision of the Services. The Applicable Tariffs shall supersede any conflicting provisions of this Agreement in the event any part of this Agreement conflicts with terms and conditions of the Applicable Tariffs.

**EQUIPMENT** Customer understands and acknowledges that, for Delta Telephone to provide the Services, the Customer must have a broadband service connection and Voice Over IP ("VoIP") Equipment. Customer acknowledges that the foregoing minimum requirements are subject to change depending upon the specific installation environment provided by Customer, and Delta Telephone makes no representation or warranty that additional VoIP Equipment will not be needed. Customer agrees to purchase, provide and maintain in good working condition and repair at Customer's sole cost and expense, the minimum requirements for each Service provided by Delta Telephone. Delta Telephone may, at Customer's request, install the Equipment at the Origination and Termination Locations. If Customer is not purchasing the VoIP Equipment from Delta Telephone then Delta Telephone must verify and approve whether or not the Customer provided VoIP Equipment will work in conjunction with the Service. If it does not, then Customer must purchase VoIP Equipment from Delta Telephone in order to receive the Service.

**COMPLIANCE WITH LAWS; PAYMENT OF TAXES.** Customer agrees to comply with all laws, regulations and orders relating to this Agreement and the use of the Services. Customer agrees and acknowledges that it is solely responsible for the payment of all license fees, assessments and sales, rental, use property, excise and other taxes or surcharges or fees now or hereafter imposed by any governmental body or agency upon the Services. Any fees, taxes or other lawful charges paid by Delta Telephone in connection with the Equipment or use thereof or provision of Service hereunder (exclusive of any taxes based on the net income of Delta Telephone) shall become immediately due from Customer to Delta Telephone. This provision shall survive the termination of this Agreement and the use of the Services pursuant hereto.

**REMEDIES** Upon the occurrence of any default or breach of this Agreement by Customer, and at any time thereafter Delta Telephone may, in its sole discretion, do any one or more of the following: (i) terminate the Agreement; (ii) declare all sums then due and all sums to become due hereunder (including any residual amount) for the remainder of the term of Agreement immediately due and payable; and/or (iii) exercise any other right of remedy which may be available to it under applicable law. Customer shall be liable for all reasonable attorneys' fees and other costs and expenses resulting from Customer's default and/or the exercise of Delta Telephone's remedies. No remedy referred to in this paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Delta Telephone at law or in equity. No express or implied waiver by Delta Telephone of any Customer default shall constitute a waiver of any other default by Customer or a waiver of any of Delta Telephone's rights. The parties agree and acknowledge that the remedies offered by this paragraph are an agreed measure of damages and are not a forfeiture or penalty.

**CREDIT INVESTIGATION.** By execution of this Agreement, Customer authorizes Delta Telephone to conduct an investigation into its creditworthiness, including obtaining credit histories and making inquiries of other businesses, banks and lending institutions concerning the creditworthiness of Customer. Customer hereby releases Delta Telephone from any and all claims arising against Delta Telephone or its affiliates in connection with such investigation and agrees to indemnify and hold Delta Telephone harmless from any and all liability, damages and costs, including attorneys fees, arising in connection with such investigation. Customer

addition to any other remedy referred to above or otherwise available to Delta Telephone at law or in equity. No express or implied waiver by Delta Telephone of any Customer default shall constitute a waiver of any other default by Customer or a waiver of any of Delta Telephone's rights. The parties agree and acknowledge that the remedies afforded by this paragraph are an agreed measure of damages and are not a forfeiture or penalty.

**CREDIT INVESTIGATION.** By execution of this Agreement, Customer authorizes Delta Telephone to conduct an investigation into its creditworthiness, including obtaining credit histories and making inquiries of other businesses, banks and lending institutions concerning the creditworthiness of Customer. Customer hereby releases Delta Telephone from any and all claims arising against Delta Telephone or its affiliates in connection with such investigation and agrees to indemnify and hold Delta Telephone harmless from any and all liability, damages and costs, including attorneys fees, arising in connection with such investigation. Customer acknowledges and agrees that Delta Telephone may terminate this Agreement any time before the Service Commencement Date in the event Delta Telephone determines in its sole discretion that Customer's creditworthiness is not acceptable and that Customer cannot provide sufficient additional security to Delta Telephone.

**911 SERVICES.** The 911 emergency service provided in connection with Delta Telephone's VoIP Service is different from traditional 911 service. When you dial 911 on your phone using Delta Telephone's VoIP Service, your call may be routed to a different dispatcher than that used for traditional 911 dialing. The dispatcher may be located at a public safety answering point ("PSAP") designated for the address you listed at the time you registered for the Service or other back-up emergency answering services. Delta Telephone relies on third parties for the forwarding of information underlying such routing, and accordingly Delta Telephone and its third party providers disclaim any and all liability and responsibility in the event such information or routing is incorrect. In addition the 911 emergency service available in connection with VoIP Service is only available at the street address registered with Delta Telephone for the particular area code and phone number. You acknowledge and agree that 911-type services shall only be available at the physical street address associated with the particular area code and phone number assigned to you. You further acknowledge and agree that 911-type services will not be available to a particular customer and neither Delta Telephone nor its underlying service providers shall have any liability to you or any third party for failure to provide 911 services to you in the event of the assignment of an area code and phone number to you located outside of the exchange area associated with your street address or relocation of the telephone device to a location other than your physical street address as registered with Delta Telephone. **IF YOU DO NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE YOUR EQUIPMENT WILL BE LOCATED AT THE TIME YOU REGISTER FOR SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER, CRUISEES.** When activating Service you must provide the actual physical street address where Equipment will be located, not a post office box, mail drop, or similar address. You acknowledge and understand that 911 dialing does not function properly or at all if you move or otherwise change the physical location of your Equipment to a different street address. Any change in the Equipment's physical address must be coordinated with Delta Telephone for the Service and 911 to work properly.

**YOU ACKNOWLEDGE AND ACCEPT THAT 911 SERVICE WILL NOT FUNCTION IF YOUR VOIP SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION. IF THERE IS A POWER OUTAGE THE SERVICE AND 911 DIALING WILL NOT FUNCTION UNTIL POWER IS RESTORED AND YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR SERVICE INCLUDING FOR 911 DIALING PURPOSES.**

911 dialing as described herein is not the same as traditional 911 or E911 dialing, and at this time does not include all of the capabilities of traditional 911 dialing. YOU ACKNOWLEDGE AND UNDERSTAND SUCH LIMITATIONS AND AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS Delta TELEPHONE ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES AND AGENTS, AND ANY OTHER OF ITS UNDERLYING PROVIDERS OF SERVICES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) BY OR ON BEHALF OF YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE RELATING TO OR ARISING OUT OF THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING AND/OR INABILITY OF YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND/OR MISROUTES OF 911 CALLS, INCLUDING, BUT NOT LIMITED TO MISROUTES RESULTING FROM YOUR PROVISION TO Delta TELEPHONE OF INCORRECT ADDRESSES OR INFORMATION IN CONNECTION THEREWITH. FURTHER, YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR CONDITIONS UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF Delta TELEPHONE.

**PRIVACY AND SECURITY** VoIP Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that Delta Telephone cannot guarantee that VoIP Service is private and secure. Delta Telephone is not liable for any lack of privacy or security that you may experience with regard to the Service. You are responsible for taking precautions and providing security that best suits your intended use of the Service.

**LOSS OF SERVICE.** You acknowledge and understand that Service does not function in the event of a power failure. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which may or may not be provided by Delta Telephone) and that, accordingly, in the event of an outage of or termination of Service with or by your internet service provider ("ISP") and/or broadband provider the Service will not function but that you will continue to be billed for the Service unless and until you or Delta Telephone terminate the Service in accordance with its Agreement. Should there be an interruption in the power supply or ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require you to reset or reconfigure Equipment prior to utilizing the Service. Should Delta Telephone suspend or terminate your Service, the Service will not function until Delta Telephone restores your Service (which may require the payment of all invoices and reconnection fees owed by you to cure any breach of this Agreement by you).

**HOME SECURITY SYSTEMS AND OTHER NON-VOICE COMMUNICATIONS EQUIPMENT** All non-voice communications equipment including, but not limited to, home security systems that are set up to make automatic phone calls and medical monitoring devices are not compatible with Delta Telephone's VoIP Service, and fax machines and modems may not be compatible with Delta Telephone's VoIP Service. By accepting this Agreement you waive any claim against Delta Telephone for interference with or disruption of such systems due to the Service.

**LAWFUL, NON FRAUDULENT USE OF SERVICE.** You agree to use the Services only for lawful purposes. You will not use the Service for any unlawful, abusive, or fraudulent purpose, including, for example using the Service in a way that: (i) interferes with our ability to provide Service to you or other customers; or (ii) avoids your obligation to pay for Services. If Delta Telephone has reason to believe that you or someone else is abusing the Service or using it fraudulently or unlawfully we can immediately suspend, restrict, or cancel the Service without advance notice. While we encourage use of the Service within the United States to other countries, Delta Telephone does not presently offer or support the Service to customers located in other countries. The Equipment is intended for use only in the United States. If you remove the Equipment to a country other than the United States and use the Service from there, you do so at your own risk including the risk that such activity violates the laws of the country where you do so. You are liable for any and all such use of the Service and/or Equipment by yourself or any person making use of the Service or Equipment provided to you and agree to indemnify and hold harmless Delta Telephone from any and all liability for any such use. Should removal of the Equipment from the United States violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold Delta Telephone harmless from any and all liability associated with such violation. If Delta Telephone determines that you are using the Service from outside the United States, Delta Telephone reserves the right to terminate your Service immediately and without advance notice, leaving you liable for all outstanding charges, all of which shall be immediately due and payable.

**OWNERSHIP AND RISK OF LOSS.** You shall be deemed the owner of the Equipment and you bear all risk of loss of theft of casualty to, or damage to the Equipment, from the time it is shipped or delivered to you. If you purchase Equipment from Delta Telephone

Account Name Clay County Initial AGB/RS

**PROHIBITED USES OF THE SERVICE.** You are prohibited from reselling or transferring the Service or Equipment to any other person for any purpose, without the express prior written consent of Delta Telephone. In addition, you are prohibited from using the Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if Delta Telephone determines, in its sole discretion, that you are reselling or transferring the Service or that your Service is being used for excessive auto dialing, call forwarding, telemarketing, fax broadcasting, or fax blasting, Delta Telephone reserves the right to immediately terminate without advance notice or modify the Service and to assess additional charges for each month in which the excessive usage occurred.

You agree to use the Service and Equipment only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in Delta Telephone's sole judgment the transmission, receipt or possession of such communication or material: (i) would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law; or (ii) encourages conduct that would constitute a criminal offense or give rise to civil liability or otherwise violate any applicable local, state, national, or international law. Delta Telephone reserves the right to terminate your Service immediately and without advance notice if Delta Telephone, in its sole discretion, believes you have violated the above restrictions, leaving you responsible for all unbilled charges plus a disconnect fee, all of which shall become immediately due and payable. You are liable for any and all use of the Service and Equipment by yourself and any other person making use of the Service and Equipment and you agree to hold Delta Telephone harmless from and against any and all liability associated with such use.

**COPYRIGHT, TRADEMARK, UNAUTHORIZED USAGE OF EQUIPMENT.** The Service and Equipment and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, and all Services, information, documents and materials provided to you (either personally or via Delta Telephone's website(s)), are protected by trademark, copyright, patent, and other intellectual property laws. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively the "Marks") of Delta Telephone are and shall remain the exclusive property of Delta Telephone and nothing in this Agreement shall grant you the right or license to use any of such Marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modifications thereto) strictly in accordance with this Agreement. If you decide to use the Services through an interface device not provided by Delta Telephone which Delta Telephone reserves the right to prohibit in particular cases or generally you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use the interface device with the Service and you will indemnify and hold harmless Delta Telephone from and against any and all liabilities arising out of your use of such interface device with the Services. You shall not reverse engineer, reverse compile, decompile, or otherwise attempt to derive the source code from the binary code of the firmware or software.

**TAMPERING WITH SERVICE OR EQUIPMENT.** Equipment purchased or leased from Delta Telephone will be configured for your exclusive use of the Service purchased on the broadband connection designated by Delta Telephone. Unless expressly authorized by Delta Telephone, you shall not tamper with the Equipment or modify its configuration. You agree not to change the electronic serial number or identifier of the Equipment, or perform a factory reset of the Equipment without prior written permission from Delta Telephone. Delta Telephone reserves the right to terminate your Service should you tamper with the Equipment, leaving you responsible for all applicable charges. You agree not to hack or disrupt the Service or to make any use of the Service which is inconsistent with its intended purpose.

**CANCELLATION OF SERVICE.** Delta Telephone reserves the right to discontinue Service immediately and without advance notice if Delta Telephone deems such action is necessary to prevent or protect against fraud or to otherwise protect Delta Telephone's personnel, agents, facilities, or services. Without



limitation, Delta Telephone may take such actions if: (i) you refuse to furnish information or furnish false information that is essential for billing, or pertains for your creditworthiness or your use of the Service; (ii) you indicate that you will not comply with a request for security for the payment of Services; (iii) your Service usage charges exceed established parameters based on your history of usage, which may indicate a likelihood of non-payment or fraud; (iv) you have been given notice by Delta Telephone of any past due amount and such amount remains unpaid, in whole or in part; (v) you refuse to pay when billed for Service; (vi) you use, or attempt to use, the Service with the intent to avoid the payment, in whole or in part, of the charges for the Service by using or attempting to use Service by rearranging, tampering with or making connections to Service in an unauthorized manner or using fraudulent means or devices; or (vii) you act in a manner that is threatening, obscene, or harassing to Delta Telephone personnel. The discontinuance of Service by Delta Telephone does not relieve you of any obligation to pay Delta Telephone for charges due and owing for Services furnished up to the time of cancellation.

**NO CREDIT ALLOWANCE FOR INTERRUPTION OF VOIP SERVICE.** You acknowledge and agree that the Services are provided as is. Credit allowances for interruption of VoIP Service shall not be provided.

**INDEMNIFICATION.** YOU AGREE TO DEFEND, INDEMNIFY AND HOLD Delta TELEPHONE ITS OFFICERS DIRECTORS, SHAREHOLDERS, EMPLOYEES REPRESENTATIVES, AFFILIATES AND AGENTS, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) BY OR ON BEHALF OF YOU OR ANY THIRD PARTY OR USER OF YOUR SERVICE, RELATING TO OR ARISING OUT OF THE SERVICES, THE EQUIPMENT OR ITS INSTALLATION, OR THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO LACK OF 911 DIALING OR DIALING ASSOCIATED WITH A SECURITY SYSTEM THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT

YOU AGREE THAT Delta TELEPHONE IS NOT RESPONSIBLE FOR ANY THIRD PARTY CLAIMS THAT ARISE FROM YOUR USE OF THE SERVICES OR THE EQUIPMENT AND YOU AGREE TO REIMBURSE Delta TELEPHONE FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING REASONABLE ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON OUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT

**LIMITATION OF LIABILITY** Delta TELEPHONE 'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF Delta TELEPHONE RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO 911 DIALING, SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY Delta TELEPHONE 'S INTENTIONAL MISCONDUCT OR RECKLESSNESS, EXCEPT FOR DAMAGES THAT ARE THE DIRECT RESULT OF Delta TELEPHONE 'S INTENTIONAL OR WILLFUL MISCONDUCT YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. Delta TELEPHONE AND OUR EMPLOYEES, AGENTS CONTRACTORS AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES, OR MODIFICATIONS TO OR LOSS OR DESTRUCTION OF ANY OF YOUR SOFTWARE, FILES, DATA, OR PERIPHERALS OR FOR COPYRIGHT TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT

Delta Telephone will not be liable for any delay or failure to provide the Service including 911 dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following: (i) acts or omissions of an underlying carrier, service provider, vendor or other third party (ii) equipment, network, or facility failure; (iii) equipment, network, or facility upgrade or modification; (iv) force majeure events such as, but not limited to, acts of god, hurricane, fire, war, acts of terrorism, and government actions; (v) Service equipment, network, or facility failure caused by loss of power to you; (vi) outage of your broadband service provider (vii) your acts or omissions or the acts or omissions of any person using the Service or Equipment provided to you or (viii) any other cause that is beyond Delta Telephone 's control including, but not limited to, failure of or defect in any Equipment, the inability of communications connections to be completed, or the degradation of voice quality. Further Delta Telephone will not be liable to you or others for any damages arising from the content of any data transmission, communication, or message transmitted or received by you, or losses resulting from any goods or service purchased or messages received or transactions entered into through the Service.

Delta Telephone 's aggregate liability for (i) any failure or mistake, (ii) any claim with respect to Delta Telephone 's performance or nonperformance hereunder or (iii) any act or omission of Delta Telephone hereunder shall in no event exceed the charges for the Service for the affected time period.

**NO WARRANTIES ON SERVICE.** Delta TELEPHONE MAKES NO WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, Delta TELEPHONE DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA, OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR EQUIPMENT IF ANY BY Delta TELEPHONE OR ITS AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND WE DO NOT AUTHORIZE ANYONE, INCLUDING BUT NOT LIMITED TO, Delta TELEPHONE EMPLOYEES, AGENTS, OR REPRESENTATIVES TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT

**NO WARRANTIES OR LIMITED WARRANTIES ON EQUIPMENT** If you received Equipment from Delta Telephone and the Equipment included a limited warranty from the manufacturer at the time of receipt, you must refer to the separate limited warranty document provided with the Equipment for information about such warranty. You acknowledge that Delta Telephone is not the manufacturer of the Equipment and you agree to look solely to the manufacturer for any remedies associated with the malfunction of the Equipment. Delta Telephone makes no warranties of any kind, express or implied, in connection with the Equipment.

**ASSIGNMENT** This Agreement and any contractual rights or remedies available to Delta Telephone hereunder shall be freely assignable, in whole or in part, by Delta Telephone. Additionally, Delta Telephone may sell or assign its interest, in whole or in part, in any telecommunications facilities utilized to provide the Service. Customer shall not assign this Agreement or its rights hereunder without the written consent of Delta Telephone to such assignment. Any such transfer without the consent of Delta Telephone is void.

**MISCELLANEOUS** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any provision of this Agreement that is unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Time is of the essence with respect to this Agreement. Customer shall promptly execute and deliver to Delta Telephone such further documents and take such further action as Delta Telephone may request in order to give effect to the intent and purpose of this Agreement. All indemnifications, releases, limitations of liability, disclaimers of warranties, limitations of remedies, the agreement to arbitrate, the restrictions upon use of the Services and/or the Equipment and the rights of Delta Telephone to take action necessary to remain in compliance with any applicable tariff or license, including its right to retake possession of or disable the Equipment, all as more particularly set forth herein, shall survive the termination of this Agreement and discontinuation of the Service.

**GOVERNING LAW ARBITRATION** This Agreement shall be binding when accepted in writing by Delta Telephone in the State of Mississippi and shall be governed by the laws of the State of Mississippi. The parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be submitted to binding arbitration before a panel consisting of three (3) arbitrators at a mutually agreeable site in Mississippi, or if no site can be agreed upon, then in Jackson, Mississippi. Such arbitration shall be binding upon both Customer and Delta Telephone and shall be in accordance with the rules of the American Arbitration Association ("AAA"), including selection of the arbitrators, which shall be accomplished in accordance with the rules of the AAA. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The parties further agree that the prevailing party in such arbitration shall be entitled to recover the costs of such arbitration from the other party including reasonable attorneys fees. This Agreement to arbitrate shall not in any way impair or lessen the remedies available to Delta Telephone in the event of default by Customer as more particularly set forth in this Agreement. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**ENTIRE AGREEMENT MODIFICATION** Subject to any Applicable Tariff this Agreement correctly set forth the entire agreement between Delta Telephone and Customer with respect to the Services provided by Delta Telephone to Customer. To the extent, if any, the terms of this Agreement and any Applicable Tariff conflict, then the Applicable Tariff shall control. This Agreement may be modified or amended only in writing signed by both parties.

NO \_\_\_\_\_

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

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

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve for Eddie Scott, Sheriff, as attached hereto as Exhibit A for training and education on behalf of the County

SO ORDERED this the 5<sup>th</sup> day of December, 2016



President

[HOME \(/\)](#) / [CALENDAR OF EVENTS \(/CALENDAR-OF-EVENTS\)](#) / 2017 WINTER CONFERENCE

## 2017 WINTER CONFERENCE

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Join us in Washington, DC for the Winter Legislative and Technology Conference!

February 4-7, 2017

JW Marriott  
1331 Pennsylvania Ave  
Washington, DC

*Sheriff*

### ANNOUNCEMENTS

**[Call for Submissions: Seminars \(http://www.sheriffs.org/seminar-presentation-proposal\)](http://www.sheriffs.org/seminar-presentation-proposal)**

We invite you to submit a seminar proposal for the 2017 Winter Conference in Washington, DC. The deadline for submissions is September 30. If you have any questions, feel free to contact Hilary Burgess at [hburgess@sheriffs.org](mailto:hburgess@sheriffs.org) (mailto:hburgess@sheriffs.org) or 703-838-5320

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING AND APPROVING TO SPREAD ON THE  
MINUTES THE BCAP REPORT**

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There came on this day for consideration the matter of authorizing and approving to spread on the minutes the BCAP Report.

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve to spread on the minutes the BCAP report for the month of October and November 2016 as attached hereto as Exhibit A

SO ORDERED this the 5<sup>th</sup> day of December, 2016



President

# Monthly BCAP Report

Oct-16

## Direct Control

Project	Hours	Beavers	Dams
Beasley rd Robinson	2	1	0
Beasley rd	2	0	0
Wicks rd	6	3	0
Dean rd	15	0	0
Lake Grove rd Haas	45	2	0
Churchill rd McPearson	1	0	0
B Ferry rd Bryant	15	0	0
Hwy 50 E Pate	1	0	0

## T A Survey

### Location

### Hours

5

Hwy 50 Wooten, Hwy 50 Powell, Beasley rd  
Baker rd Baker, Boogie Bottom, Hwy 47 Barr  
McNulty rd, Hwy 46 Gipson, Baker rd Turner  
R B rd Smith, Colony rd White, Hwy 50 Kellogg  
Baker rd Baker, Boogie Bottom, Hwy 47 Barr  
B Ferry rd Tomlinson, Hwy 46 Williamson  
Churchill rd McPearson

Report submitted by

Johnny Carter

662-803-6929

# Monthly BCAP Report

Nov-15

## Direct Control

Project	Hours	Beavers	Dams
Una/Brand rd	15	0	2
Brand Place	2	1	0
Wicks rd	2	0	1
Barton Ferry rd Bryant	12	5	1
Hwy 46 Williamson	2	1	0
Hwy 46 Gipson	2	1	0

## T A Survey

Hours

5

Location

Barton Ferry Thomlinson, Pate rd, Hwy 50 Pate  
Lake Lilly rd Harris, Lake Lilly Haas, Lake Grove rd  
Hwy 50 Powell, Hwy 50 Wooten, Hwy 46 Gipson  
Hwy 46 Williamson, Hwy 46 Martin

### \*\*NOTE:

I will be out of town spending the Christmas Holidays with my grandchildren from 12/23/15 through 1/6/16.

NO \_\_\_\_\_

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

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

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to authorize to go into closed session

SO ORDERED this the 5<sup>th</sup> day of October, 2016

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

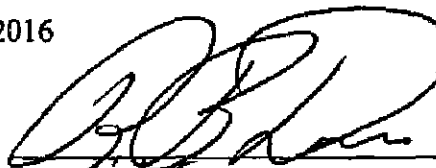
**IN THE MATTER OF GOING FROM CLOSED SESSION TO EXECUTIVE SESSION  
AS ALLOWED UNDER SECTION 25-41-7 OF THE MISSISSIPPI CODE**

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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

After motion by Shelton Deanes and second by Joe Chandler this Board doth vote unanimously to authorize to go into executive session as allowed under section 25-41-7 of the Mississippi Code to discuss a matter of potential litigation

SO ORDERED this the 5<sup>th</sup> day of October, 2016

  
\_\_\_\_\_  
President



NO \_\_\_\_\_

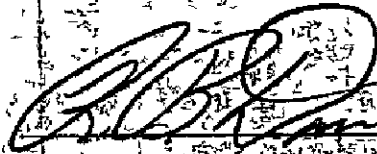
**IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION**

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There came on this day for consideration the matter of coming out of executive session.

After motion by Lynn Horton and second by Joe Chandler this Board doth vote unanimously to come out of executive session.

SO ORDERED this the 5<sup>th</sup> day of December, 2016



\_\_\_\_\_  
President

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to recess until, Thursday, December 8, 2016, at 9 00 a.m., at the Clay County Courthouse.

SO ORDERED this the 5<sup>th</sup> day of December, 2016



\_\_\_\_\_  
President

**INTENTIONALLY  
BLANK  
LEFT**