

**BE IT REMEMBERED** that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 8th day of November, 2018, at 9:00 a.m., and present were: Lynn Horton, President, Luke Lummus, R. B. Davis, Shelton Deanes and Joe Chandler. Also present were Amy Berry, Chancery Clerk, Angela Turner-Ford, 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 NOVEMBER 8, 2018**

There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on November 8, 2018.

It appears to this Board the following items should be added to the agenda for further discussion and consideration to wit:

- Sheriff Eddie Scott regarding Jail Accreditation and Voting Precincts

After motion by Shelton Deanes and second by Joe Chandler this Board doth vote unanimously to adopt the agenda as attached hereto as Exhibit A as presented and to adopt the agenda as amended.

SO ORDERED this the 8th day of November, 2018.

  
Lynn D. Horton, President

**Clay County Board of Supervisors  
Agenda for Board Meeting Held  
Thursday, November 8, 2018 at 9:00 a.m.**

- Call to Order
- Welcome and Prayer
- Adopt and Amend the agenda
- Robert Calvert
  - Highway Department
  - Final Acceptance of the Siloam Una Bridge
- David Kenard
  - Report from the Tombigbee River Valley Water Management District
- Eloise McClenton
  - Request for funding assistance ICS Head Start with the purchase of a school bus
- Torrey Williams
  - Statewide Mutual Aid Compact (SMAC) Renewal
  - FY2019 Emergency Management Performance Grant (EMPG)
- Amy Berry
  - Authority to shred surrendered car tags for the Tax Office
  - Authority to pay invoice for unclaimed decedent pending the Clerk to file claim against estate for reimbursement
- Recess until Thursday, November 15, 2018 at 9:00 a.m. at the Clay County Courthouse

**Reminders:**

- Sunday, November 11<sup>th</sup>, is Open House Christmas Downtown
- Friday, November 23<sup>rd</sup> the Christmas Train will be in town

**Amendments:**

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

**IN THE MATTER OF TRANSFERRING INTEREST EARNED**

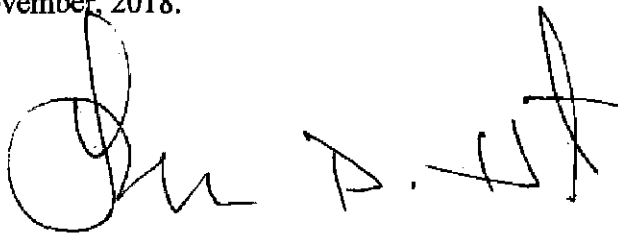
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There came on this day for consideration the matter of transferring interest earned.

It appears to this Board interest has been earned on the Payroll Clearing Account in the amount of \$ 19.28 and in the Insurance Clearing Account in the amount of \$9.82 for and the said amounts should be transferred and settled to the General Operating Fund.

After motion by Shelton Deanes and second by R. B. Davis this Board doth vote unanimously to authorize the said transfer as stated above.

SO ORDERED this the 8th day of November, 2018.

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Lynn D. Horton, President

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

**IN THE MATTER OF AN INTER FUND LOAN**

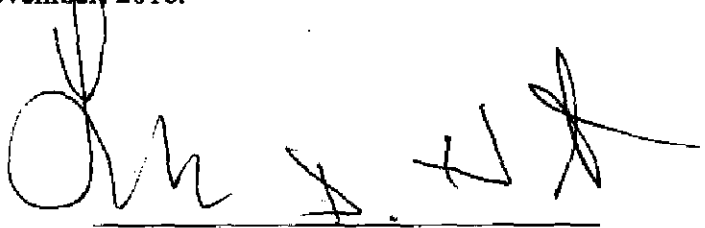
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There came on this day for consideration the matter of an inter-fund loan.

It appears to this Board an inter-fund loan is needed to be made to Fund No. 097, E911 Fund from Fund No. 018, TVA Special Fund in the amount of \$ 19,964.81 in order for the said fund to not be overdrawn for the month of October 31, 2018.

After motion by Shelton Deanes and second Luke Lummus this Board doth vote unanimously to authorize the said inter-fund loan as stated above.

SO ORDERED this the 8th day of November, 2018.

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Lynn D. Horton, President

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

**IN THE MATTER OF AUTHORIZING AND APPROVING THE COUNTY ENGINEER TO  
SUBMIT WEST CHURCHILL ROAD AND THE TWO CLOSED BRIDGES AS PROJECTS  
TO THE EMERGENCY ROAD AND BRIDGE REPAIR APPLICATION FUND FOR  
FUNDING CONSIDERATION**

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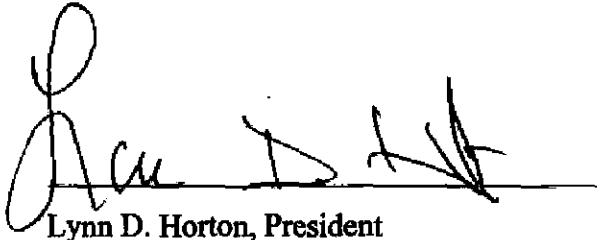
There came on this day for consideration the matter of authorizing and approving the County Engineer to submit West Churchill Road and the two closed bridges as projects to the Emergency Road and Bridge Repair Application Fund for funding consideration.

It appears to this Board the MS Department of Transportation is taking applications to fund certain infrastructure projects for bridges through the Emergency Road and Bridge Repair Fund, and;

It appears to this Board the County Engineer, is recommending to this Board for consideration are the West Churchill Road Project, Cane Creek Bridge Project, and the MHoon Valley Bridge Project.

After motion by R. B. Davis and second by Shelton Deanes this Board doth vote unanimously to authorize and approve for the County Engineer to submit the West Churchill Road Project, Cane Creek Bridge Project, and the MHoon Valley Bridge Project as applications to the Emergency Road and Bridge Repair Fund for funding consideration.

SO ORDERED this the 8<sup>th</sup> day of November, 2018.

  
Lynn D. Horton, President

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

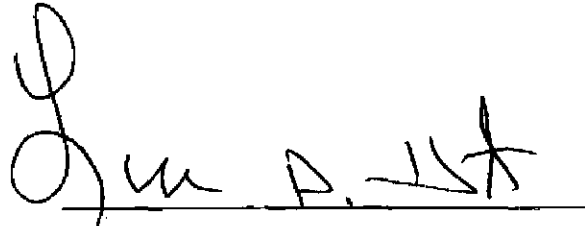
**IN THE MATTER OF RECESSING**

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There came on this day for consideration the matter of recessing.

After motion by Luke Lummus and second by Shelton Deanes this Boar doth vote unanimously to authorize and approve to recess until Thursday, November 8, 2018, at 9:00 a.m. at the Clay County Courthouse.

SO ORDERED this the 8th day of November, 2018.

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

Lynn D. Horton, President

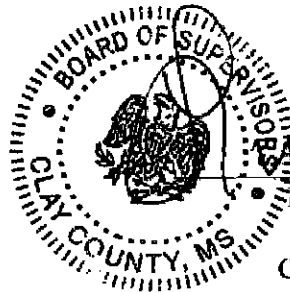
ORDER OF THE BOARD OF SUPERVISORS OF CLAY COUNTY ACCEPTING  
THE CONTRACT FOR SURFACE TRANSPORTATION PROGRAM/FEDERAL AID BRIDGE REPLACEMENT  
PROJECT NO. STP/BR-0770(5)B

WHEREAS, the Board of Supervisors of Clay County, Mississippi awarded a contract to **Phillips Contracting Co. Inc.**, known as **Surface Transportation Program/Federal Aid Bridge Replacement Project No. STP/BR-0770(5)B**,

WHEREAS, the Clay County Engineer and the State Aid Engineer advise that they consider the construction portion of this contract to have been completed according to all its provisions and recommend that the Contractor be released from further maintenance responsibilities.

NOW, THEREFORE, IT IS HEREBY ORDERED by this Board that the contractor for the project designated above, be released from further maintenance responsibility under the contract, effective **September 28, 2018**.

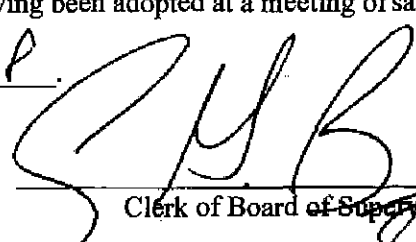
IT IS FURTHER ORDERED that the President of the Board be and he is hereby authorized to sign, with the State Aid Engineer of the Mississippi Department of Transportation, a joint letter of formal contract acceptance to the Contractor, and that the Clerk of the Board transmit a certified copy of this order to the State Aid Engineer.



  
\_\_\_\_\_  
President, Board of Supervisors

CLAY COUNTY, MISSISSIPPI

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of Clay County, Mississippi, entered into the minutes of said Board of Supervisors, Minute Book No. 164, Page No. \_\_\_\_\_, same having been adopted at a meeting of said Board of Supervisors on the 8th day of November, 2018.

  
\_\_\_\_\_  
Clerk of Board of Supervisors

CLAY COUNTY, MISSISSIPPI

OFFICE OF  
STATE AID ROAD CONSTRUCTION

P.O. Box 1850  
JACKSON, MISSISSIPPI 39215-1850

Harry Lee James, P.E.  
State Aid Engineer  
Telephone (601)359-7150  
www.msstatcaidroads.us

412 Woodrow Wilson Avenue  
Jackson, Mississippi 39216  
Fax (601)359-7141  
mail@osarc.state.ms.us

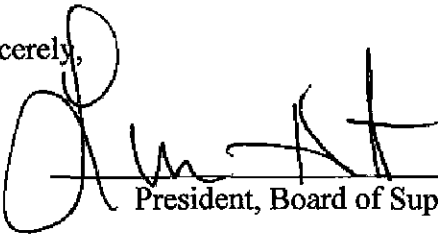
October 30, 2018

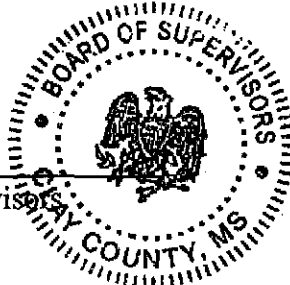
Phillips Contracting Co., Inc.  
P.O. Box 2069  
Columbus, MS 39704-2069

Gentlemen:

RE: SURFACE TRANSPORTATION PROGRAM/FEDERAL AID BRIDGE REPLACEMENT  
PROJECT NO. STP/BR-0770(5)B  
CLAY COUNTY

This is our formal notice that the above designated contract, including all provisions thereof, is hereby accepted and you are released from further responsibility under this contract effective upon signature of the State Aid Engineer.

Sincerely,  
By:   
President, Board of Supervisors



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_ Date \_\_\_\_\_  
Harry Lee James, P. E. State Aid Engineer  
Office of State Aid Road Construction

HLJ/EH

pc: Clay County Board of Supervisors  
Robert L. Calvert, P.E., County Engineer  
Fidelity & Deposit Co. of Maryland  
Materials Division, 72-01  
**MS Procurement Technical Assistance Program**  
State Tax Commission  
Project File



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

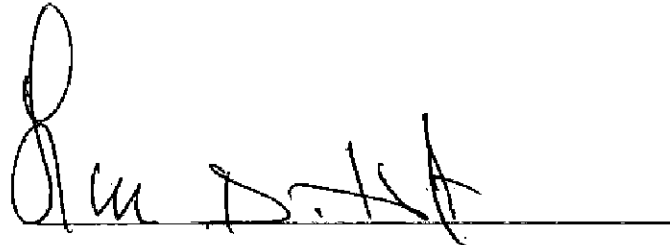
**IN THE MATTER OF AUTHORIZING AND APPROVING THE RENEWAL OF THE  
STATEWIDE MUTUAL AID COMPACT (SMAC) FOR YEAR 2019**

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There came on this day for consideration the matter of authorizing and approving the renewal of the Statewide Mutual Aid Compact (SMAC) for year 2019.

After motion by Shelton Deanes and second by Joe Chandler this Board doth vote unanimously to authorize and approve of the renewal of the Statewide Mutual Aid Compact Agreement (SMAC) as attached hereto as Exhibit A with MS Emergency Management for year 2019.

SO ORDERED this the 8<sup>th</sup> day of November, 2018.

A handwritten signature in black ink, appearing to read "Lynn D. Horton", is written over a horizontal line. The signature is stylized and cursive.

Lynn D. Horton, President

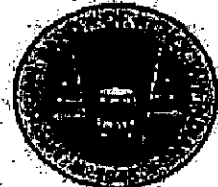


State Mutual Aid Compact

A System for Using all  
Available Resources  
during Emergencies



MEMA





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**The State of Mississippi**  
**STATEWIDE MUTUAL AID COMPACT**  
**(SMAC)**

Revised January 2018

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

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

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

**COPY**

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

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

**WHEREAS**, Section 33-15-11(c)(2) & 33-15-13 of the Mississippi Code of 1972, as amended, authorizes the State to enter into a contract on behalf of the state for the lease or loan to any political subdivision of the state and the Mississippi Band of Choctaw Indians any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the state; and

**WHEREAS**, Section 33-15-17 of the Mississippi Code of 1972, as amended, authorizes the governing body of each political subdivision of the state to enter into such contract or lease within the state, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefor in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which contract was entered into; and



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

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

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

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

### **SECTION 1. DEFINITIONS**

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



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

**COPY**

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

## **SECTION 2. PROCEDURES**

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

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



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

- A. REQUESTS DIRECTLY TO ASSISTING PARTY:** The Requesting Party may directly contact the authorized Representative of the Assisting Party and shall provide them with the information in paragraph C below. All communications shall be conducted directly between the Requesting and Assisting Parties. Each party shall be responsible for keeping the Agency advised of the status of the response activities. MEMA shall not be responsible for costs associated with such direct requests for assistance unless it so elects. However, the Agency may provide, by rule, for reimbursement of eligible expenses from the Disaster Assistance Trust fund.
- B. REQUESTS ROUTED THROUGH, OR ORIGINATING FROM, THE AGENCY:** The Requesting Party may directly contact the Agency, in which case it shall provide MEMA with the information in paragraph C below. The Agency may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. The Agency shall not be responsible for costs associated with such indirect requests for assistance unless the Agency so indicates in writing at the time it transmits the request to the Assisting Party. In all cases, the party receiving the mutual aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement. In all cases, the party receiving the mutual aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.
- C. REQUIRED INFORMATION:** Each request for assistance shall be accompanied by the following information, to the extent known:
1. A general description of the damage sustained.
  2. Identification of the emergency service function for which assistance is needed (e.g. fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support health and other medical services, search and rescue, etc.) and the particular type of assistance needed.
  3. Identification of the public infrastructure system for which assistance is needed (i.e. sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed.
  4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed and include a description of working conditions and if personnel will be locally housed.
  5. The need for sites, structures or buildings outside the Requesting Party's political subdivision to serve as relief centers or staging areas for incoming emergency goods and services.
  6. An estimated time and a specific place for a representative of the requesting Party to meet the personnel and equipment of any Assisting Party.

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



**D. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER**

**ASSISTANCE:** When contacted by a Requesting Party or the Agency, the authorized representatives of any Participating Government agree to assess their government's situation to determine available personnel, equipment and other resources. All Participating Governments shall render assistance to the extent personnel, equipment and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his Participating Government has available personnel, equipment or other resources, they shall so notify the Requesting Party/Agency and provide the information on Part 2 of the REQ-A form. The Agency shall, upon response from sufficient participating Parties to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide them with the information to the extent known on Part 2 of REQ-A form. The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered and shall transmit said request by the quickest, most practical means to the Requesting Party or the Agency, as applicable for approval. The form to serve as this written acknowledgment is shown in Appendix A as Form REQ-A.

**E. WRITTEN ACKNOWLEDGEMENT:** The Requesting Party/Agency shall respond to the written acknowledgment by executing Part 3 of the REQ-A form shown in Appendix A and returning a copy to the Assisting Party by the quickest, most practical means. Additionally, the Requesting Party/Agency must maintain a copy for its files.

**F. SUPERVISION AND CONTROL:** The personnel, equipment and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall assign work tasks to the supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party based on task or mission assignments provided by the Requesting Party and the Agency. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. This agreement shall not support any person, group or organization that self deploys.

**G. FOOD, HOUSING, SELF-SUFFICIENCY:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.





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

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

**SECTION 3. REIMBURSABLE EXPENSES**

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

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

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



**C. MATERIALS AND SUPPLIES:** The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in 3B unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's Personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the Agency.

**D. RECORD KEEPING:** The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party or the Agency utilizing format used or required by FEMA publications, including 44 CFR Part 13 and applicable Office of Management and Budget Circulars. Requesting Party and Agency finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel.

**E. PAYMENT:** Unless otherwise mutually agreed in the written acknowledgment executed in accordance with paragraph 2.E. or a subsequent written acknowledgment, the reimbursable expenses with an itemized notice are payable as soon as practical after the expenses are incurred, but not later than 60 days following the period of assistance unless the deadline for identifying damage is extended in accordance with 44 CFR part 206. The Requesting Party shall pay the bill or advise of any disputed items, not later than the timeframe outlined above. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to a Requesting Party.

**F. PAYMENT BY OR THROUGH THE AGENCY:** The Mississippi Emergency Management Agency may reimburse for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the Agency, to the extent of funds available and contingent upon an annual appropriation from the legislature for such purposes. The Assisting Party shall be responsible for making written request to the Agency for reimbursement of travel and subsistence expenses, prior to submitting a request for payment to the Requesting Party. The Assisting Party's written request should be submitted as soon as possible after expiration of the period of assistance. The Agency shall provide a written response to said requests within ten days of actual receipt. If the Agency denies said request, the Assisting Party shall then bill the Requesting Party. In the event that an affected jurisdiction requests assistance without forwarding said request through the Agency, or an Assisting Party provides assistance without having been requested by the Agency to do so, the Agency shall not be liable for reimbursement of any of the cost(s) of assistance. The Agency may serve as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the Agency shall be determined in accordance with 44 CFR 206.228. The Agency may authorize applications for reimbursement of eligible costs from the Disaster Assistance Trust Fund, established pursuant to Section 33-15-301 Mississippi Code, in the event that the disaster or emergency event is not declared pursuant to



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

#### **SECTION 4. IMMUNITY**

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

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

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

#### **SECTION 6. TERM**

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

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

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

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

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



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

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

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

**COPY**

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

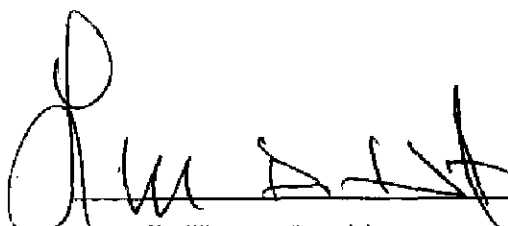
***IN THE MATTER OF AUTHORIZING AND APPROVING THE SUBMISSION OF THE  
EMERGENCY MANAGEMENT PERFORMANCE GRANT FOR YEAR 2019***

---

There came on this day for consideration the matter of authorizing and approving the submission of the Emergency Management Performance Grant for year 2019.

After motion by Shelton Deanes and second by R. B. Davis this Board doth vote unanimously to authorize and approve the Emergency Management Directory to submit the annual application for year 2019 for \$22,176.80 for the Emergency Management Performance Grant which funds a portion of the salaries of the Emergency Management Director and Assistant Emergency Management Director.

SO ORDERED this the 8<sup>th</sup> day of November, 2018.



\_\_\_\_\_

Lynn D. Horton, President

**EMPG**

**EMERGENCY MANAGEMENT  
PERFORMANCE GRANT PROGRAM**

## **County Application and Workplan**

**FY 2019 CFDA 97.042**

**October 1, 2018 – September 30, 2019**



**West Point - Clay County**

---

**County**

**All Emergency Management Performance Grant Program applicants are required to submit a work plan that details how allocated funds will be used. The work plan will also help identify those counties requiring additional funding.**

**PLEASE DO NOT SUBMIT DOUBLE-SIDED. ONLY SINGLE-SIDED APPLICATIONS WILL BE ACCEPTED.**

<b>1. County</b>	<b>West Point - Clay County</b>																									
<b>2. EMPG Status</b>	<input checked="" type="checkbox"/> <b>Current EMPG Program Participant</b> <input type="checkbox"/> <b>New EMPG Program Participant</b>																									
<b>3.</b>	<p><i>Briefly explain why these funds are needed to support emergency management. Be sure to include a statement regarding the <u>whole community concept</u>. (This section should include statements about the whole community and include eligible items such as salaries, utilities, day-to-day operations, planning, training, exercises, essential equipment, etc.)</i></p> <p>The effects of natural and man-made disasters have become more frequent, far-reaching, and widespread. As a result, preserving the safety, security, and prosperity of all parts of our communities are becoming more challenging due to budget restraints. The whole community concept is an approach in how to conduct the business of emergency management; understanding the community needs and capabilities; the greater empowerment and integration of resources; establishment of relationships that facilitate an effective prevention, protection, mitigation, response, and recovery activities; and increased individual and collective preparedness.</p>																									
<b>4.</b>	<p>Select which description best describes the status of emergency management.</p> <input checked="" type="checkbox"/> <b>Full-time, permanent staff whose primary responsibility is emergency management</b> <input type="checkbox"/> <b>Emergency management duties are assigned to full-time staff with other significant duties</b> <input type="checkbox"/> <b>Emergency management is a part-time or seasonal position or contracted</b> <input type="checkbox"/> <b>Emergency management duties are assumed as needed by other staff or elected officials</b>																									
<b>5.</b>	<p>List the name and position of each staff member whose position is funded through the EMPG Program.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%;">EMPG Program Number/Staff</th> <th style="width:25%;">Full Time or Part Time</th> <th style="width:25%;">If Full Time, Indicate number</th> </tr> </thead> <tbody> <tr> <td>Name: Torrey J Williams <input checked="" type="checkbox"/> Position: Director</td> <td align="center">Full-Time</td> <td></td> </tr> <tr> <td>Name: Position:</td> <td></td> <td></td> </tr> <tr> <td>Name: Position:</td> <td></td> <td></td> </tr> <tr> <td>Name: Position:</td> <td></td> <td></td> </tr> <tr> <td>Name: Position:</td> <td></td> <td></td> </tr> <tr> <td>Name: Position:</td> <td></td> <td></td> </tr> <tr> <td>Name: Position:</td> <td></td> <td></td> </tr> </tbody> </table>		EMPG Program Number/Staff	Full Time or Part Time	If Full Time, Indicate number	Name: Torrey J Williams <input checked="" type="checkbox"/> Position: Director	Full-Time		Name: Position:			Name: Position:			Name: Position:			Name: Position:			Name: Position:			Name: Position:		
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<sup>1</sup> The purpose of EMPG is to provide Federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards, as authorized by Section 662 of the Post Katrina Emergency Management Reform Act (6 U.S.C. § 762) and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5121 et seq.).

6. In order for MERIA to ensure all costs and activities are reasonable, allowable and support the National Preparedness Goal, please provide clear and comprehensive responses to items a-c below. (Please focus primarily on addressing the bolded wording in the gray boxes.)

a) Provide a description of how the allocated funds will be used and a description of the objectives.

Planning - The cost allocated to planning will be used in writing the methods and procedures for our EMA and response programs.

Operational Coordination - The funds will be used to establish and maintain a coordinated operational structure

b) Please identify below one (or more) of the 32 FEMA Core Capabilities that your project supports. Additional information about FEMA's Core Capabilities may be found on their website here: <https://www.fema.gov/core-capabilities>

Prevention	Protection	Response	Recovery	Mitigation
<input checked="" type="checkbox"/> Planning	<input checked="" type="checkbox"/> Planning	<input checked="" type="checkbox"/> Planning	<input checked="" type="checkbox"/> Planning	<input checked="" type="checkbox"/> Planning
<input checked="" type="checkbox"/> Operational Coordination	<input checked="" type="checkbox"/> Operational Coordination	<input checked="" type="checkbox"/> Operational Coordination	<input checked="" type="checkbox"/> Operational Coordination	<input checked="" type="checkbox"/> Operational Coordination
<input type="checkbox"/> Public Information & Warning	<input type="checkbox"/> Public Information & Warning	<input type="checkbox"/> Public Information & Warning	<input type="checkbox"/> Public Information & Warning	<input type="checkbox"/> Public Information & Warning
<input checked="" type="checkbox"/> Identification and Assessment of Hazards and Vulnerabilities	<input checked="" type="checkbox"/> Identification and Assessment of Hazards and Vulnerabilities	<input checked="" type="checkbox"/> Identification and Assessment of Hazards and Vulnerabilities	<input checked="" type="checkbox"/> Identification and Assessment of Hazards and Vulnerabilities	<input type="checkbox"/> Community Resilience
<input checked="" type="checkbox"/> Prevention, Control, and Mitigation	<input checked="" type="checkbox"/> Prevention, Control, and Mitigation	<input type="checkbox"/> Critical Transportation	<input type="checkbox"/> Economic Recovery	<input type="checkbox"/> Long-term Vulnerability Reduction
<input checked="" type="checkbox"/> Identification and Assessment of Hazards and Vulnerabilities	<input checked="" type="checkbox"/> Identification and Assessment of Hazards and Vulnerabilities	<input type="checkbox"/> Environmental Response/Health and Safety	<input type="checkbox"/> Health & Social Services	<input type="checkbox"/> Risk & Disaster Resilience Assessment
<input type="checkbox"/> Forensics and Attribution	<input checked="" type="checkbox"/> Access Control and Identity Verification	<input type="checkbox"/> Fire Management and Suppression	<input type="checkbox"/> Housing	<input type="checkbox"/> Threat & Hazard Identification
	<input type="checkbox"/> Cybersecurity	<input type="checkbox"/> Fatality Management	<input type="checkbox"/> Natural and Cultural Resources	
	<input type="checkbox"/> Physical Protective Measures	<input type="checkbox"/> Mass Care Services		
	<input type="checkbox"/> Risk Management for Protection Programs and Activities	<input type="checkbox"/> Mass Search and Rescue Operations		
	<input type="checkbox"/> Supply Chain Integrity and Security	<input type="checkbox"/> On-scene Security, Protection and Law Enforcement		
		<input checked="" type="checkbox"/> Operational Communications		
		<input type="checkbox"/> Logistics & Supply Chain Management		
		<input type="checkbox"/> Public Health, Healthcare & Emergency Medical Services		
		<input type="checkbox"/> Situational Assessment		



e) Provide detail on how these funds will enhance all-hazards preparedness, emergency management, or otherwise benefit your county (the anticipated outcomes). (You can use the core capabilities above to populate this section.)

Allocated funds will be used for planning and operational coordination to include personnel, travel, vehicle maintenance, equipment and supplies. Funds will also be utilized to enhance our emergency management program in Clay County to protect, to serve and make citizens aware of potential hazards natural or man-made.

The following categories are allowable under the EMFG Program: Planning, Organizational, Equipment, Training, Exercises and Management and Administrative. See the MEMA EMFG Subrecipient Program and Application Guidance document for more detailed information.

7. Complete this budget table to identify all proposed equipment costs from October 1, 2018 – September 30, 2019. All costs must be allowable under the 2018 EMFG Program. **REMARK:** Any purchases of \$5,000 or more must have prior written approval by the Field Services Bureau Director. Purchase orders will be required for any purchases of \$5,000 and more.

Description of Equipment	<sup>2</sup> AEL# (as applicable)	Fixed or portable	Quantity	Total Cost

8. Please provide Requested Funding Amount below. This amount will not necessarily reflect the actual award amount.

9. Insert requested EMFG dollar amount in the space below. Do not use percentages. (This should not exceed 50 percent of the total EMFA budget. The total amount should match the dollar amount in question 8.)

Category	1. Quantity	2. Unit Price	3. Quantity	4. Unit Price	Total
Planning					
Organization					
Equipment					
Training					
Exercises					
M & A					
<b>Total</b>					

<sup>2</sup> Any changes, additions, etc. to the above plan should be submitted in writing to MEMA via the change of scope form.

<sup>3</sup> If counties spend over the allocated amount before completing the objectives outlined in their work plans, a request for additional funding should be submitted in writing to MEMA for review. Approval may be given on a case-by-case basis.

**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The applicant certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The applicant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Statement for Loan Guarantees and Loan Insurance**

The applicants' states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Applicant's County:** West Point - Clay County

**Name/Title of Authorized Representative:** Torrey J Williams, Director

**Date:** 11/7/18

\*\*\* PLEASE READ THIS FORM CAREFULLY. PLEASE DATE AND SIGN THIS FORM.\*\*\*

OMB Number: 4040-0007  
Expiration Date: 01/31/2019

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:


1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 18 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-265), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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Standard Form 424B (Rev. 7-97)  
Prescribed by OMB Circular A-102

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276e-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-206).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Director
APPLICANT ORGANIZATION	DATE SUBMITTED
West Point - Clay County EMA	1/15/18

Standard Form 424B (Rev. 7-87) Back



### FFATA Reporting Form

*Federal Funding Accountability and Transparency Act of 2006*

1. Applicant: West Point - Clay County EMA	2. DUNS #: 078971835
3. Registered in SAM (System of Award Management): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4. Physical Address Associated with DUNS#: Street: 580 Commerce Street City: West Point State: MS 9-Digit ZIP Code: 39773 Country: United States	
5. Is your annual gross revenue made up 80% or more in federal contracts, sub-contracts, loans, grants, sub-grants and/or cooperative agreements? <input type="checkbox"/> Yes <input type="checkbox"/> No	
6. Do you receive \$25,000 or more in annual gross revenue from federal contracts, sub-contracts, loans, grants, sub-grants and/or cooperative agreements? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
7. Is salary information for all top management positions available to the public on SEC.gov? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8. Does your county sub-award any grant funds received from MEMA? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I, <u>Torrey J Williams</u> hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate.	
Name: <u>Torrey J Williams</u>	
Agency/Organization: <u>West Point - Clay County EMA</u>	
Title: <u>Director</u>	
Phone: <u>662-494-2088</u>	
Email: <u>twilliams@wpnet.org</u>	

By MEMA Official Use Only

Grant Award Name \_\_\_\_\_ Grant Award ID# \_\_\_\_\_

Grant Award Amount \_\_\_\_\_ Date Obligated \_\_\_\_\_

MEMA Official Initials \_\_\_\_\_ Entered into FSRS.gov by \_\_\_\_\_ Date Entered \_\_\_\_\_

**MEMA-FFATA 2019**



**West Point – Clay County  
Emergency Management Agency**

Post Office Box 1117  
417 E. Brame Avenue  
West Point, Mississippi 39773

***Torrey J Williams, Director***  
(662) 494-2088 (Office) \* (662) 494-2105 (Fax)  
[twilliams@wpnet.org](mailto:twilliams@wpnet.org)



11/5/2018

Gregory S. Michel Executive Director  
Mississippi Emergency Management Agency  
Post Office Box 5644  
Pearl, Mississippi 39288-5644

**Subject: FY 2019 Emergency Management Performance Grant Application**

Dear Mr. Michel:

The West Point-Clay County Emergency Management is applying for participation in the Emergency Management Performance Grant Program and funding support provided through the program. The required matching funds will be provided from local sources as reported in the enclosed application.

To my knowledge, all the information provided in this application is correct and has been reviewed by the proper governing body. Please contact this office if you have any questions or require additional information regarding this application.

Sincerely,

Torrey J Williams  
Director



**West Point – Clay County  
Emergency Management Agency**

Post Office Box 1117  
417 E. Brame Avenue  
West Point, Mississippi 39773



**Torrey J Williams, Director**  
(662) 494-2088 (Office) \* (662) 494-2105 (Fax)  
[twilliams@wpnet.org](mailto:twilliams@wpnet.org)

11/5/2018

Gregory S. Michel Executive Director  
Mississippi Emergency Management Agency  
Post Office Box 5644  
Pearl, Mississippi 39288-5644

Subject: Verification of FY 2019 Salaries and Positions paid with EMPG Funds

Dear Mr. Michel,

The letter is to verify the annual salaries for the positions listed below at West Point-Clay County Emergency Management.

Employee	Title	Salary
1. Torrey J Williams	Director	\$41,500.00
2.		
3.		
4.		
5.		
6.		

If there are any questions, I may be reached at the following number (*insert county number*).

Sincerely,

Torrey J Williams  
Director

By signing below, the Emergency Management Agency/Civil Defense Agency certifies that it will accomplish the projected programs to the best of its ability, will provide the necessary support to accomplish completion and understand and agree that completion of, or progress toward, said projected programs is a condition for participation in the Emergency Management Performance Grant Program. Note: Please obtain the signatures of the Emergency Management Director and Authorized Official for the signature blocks in the below certification. The Authorized Official is an individual who has been authorized by the governing body of the county to apply for, accept or decline grants on behalf of the county or organization.

THIS AGREEMENT IS HEREBY ENTERED INTO AS EXECUTED BY THE FOLLOWING OFFICIALS:

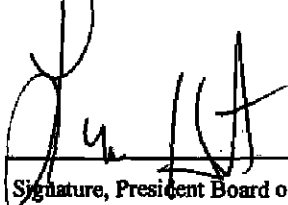
West Point - Clay County Emergency Management Agency

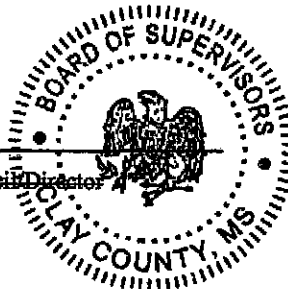
Submitted by: \_\_\_\_\_

  
Signature, Local Emergency Management/Civil Defense Agency Director

11/5/18  
Date

Clay  
Approved: \_\_\_\_\_ County

  
Signature, President Board of Supervisors/Council Director



11/8/18  
Date

Approved: State of Mississippi

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gregory S. Michel, Executive Director  
Mississippi Emergency Management Agency

\_\_\_\_\_  
Date



By signing below, the Emergency Management Agency/Civil Defense Agency certifies that it will accomplish the projected programs to the best of its ability, will provide the necessary support to accomplish completion and understand and agree that completion of, or progress toward, said projected programs is a condition for participation in the Emergency Management Performance Grant Program. Note: Please obtain the signatures of the Emergency Management Director and Authorized Official for the signature blocks in the below certification. The Authorized Official is an individual who has been authorized by the governing body of the county to apply for, accept or decline grants on behalf of the county or organization.

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West Point - Clay County Emergency Management Agency

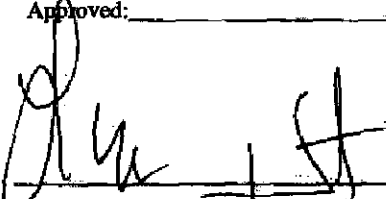
Submitted by: \_\_\_\_\_

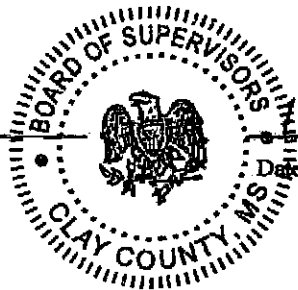
  
\_\_\_\_\_  
Signature, Local Emergency Management/Civil Defense Agency Director

11/5/18  
\_\_\_\_\_  
Date

City of West Point

Approved: \_\_\_\_\_ County

  
\_\_\_\_\_  
Signature, President Board of Supervisors/Council/Director

  
11/5/18  
\_\_\_\_\_  
Date

Approved: State of Mississippi \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gregory S. Michel, Executive Director  
Mississippi Emergency Management Agency

\_\_\_\_\_  
Date

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

***IN THE MATTER OF AUTHORIZING AND APPROVING OF THE SHREDDING OF  
SURRENDERED CAR TAGS***

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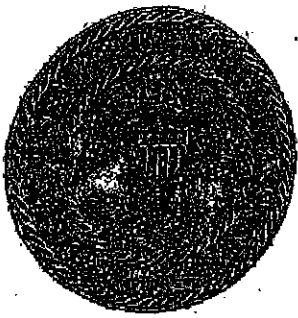
There came on this day for consideration the matter of authorizing and approving of the shredding of surrendered car tags.

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve of the shredding of the surrendered car tags as attached hereto as Exhibit A as certified by the Paige Lamkin, the Tax Assessor/Collector.

SO ORDERED this the 8th day of November, 2018.

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

Lynn D. Horton, President



Clay County Tax Assessor/Collector  
Paige Lamkin  
P. O. Box 795  
West Point, MS 39773  
Phone: (662) 494-3432 or (662) 494-2724  
Fax: (662) 494-7452

I, Paige Lamkin, Tax Assessor/Collector of Clay County, do hereby certify that the vehicle tags as listed on the attached were surrendered to our office. These tags listed will be destroyed and the original list has been presented to the Clay County Chancery Clerk.

The tags listed here were surrendered to our office between the period of April 09, 2018 and 11-05-2018.

*Paige Lamkin*

Paige Lamkin, Tax Assessor/Collector

11-7-18

Date

TAGS SURRENDERED FOR CREDIT OR NO LONGER BEING USED ON VEHICLE ISSUED FOR:  
 AFTER LIST IS PRESENTED TO THE BOARD OF SUPERVISORS, THESE TAGS MAY BE DESTROYED.

4-9	KTV 580	DB X9515	CYT 952	7-31	CY1037
4-11	CYL 376	CYR 625	CYS 489		CYQ 645
4-12	CYP 645	CY3 536	6-25 CYV931	8-1	PAY 202
	CY3 856	5-15 CYR 746	CYX 142	8-2	CYV049
	CYR 142	CY7 188	AT 748867		CYU850
4-13	CYR 500	5-16 CY9 471	DB 46842	8-3	CYH 508
	CYU 864	5-17 CYX 414	6-26 CY9 926		CYw 209
4-16	CYS 487	5-23 CY6 522	6-28 CY7 290		CY5820
	CYy 176	5-25 CHL 875	6-29 TLR A76275		LVA 791
4-17	CY6 695	CY7 515	CYS 547	8-6	CY7 416
	CYT 405	5-29 CYU 447	7-1 MJS 211		CY4 972
4-18	CYL 355	S482 NF	7-5 CY6 533	8-7	CY7 145
	CYU 178	5-30 CYV 662	CYR 057		CY3 985
4-20	CYM 541	CYF 985	7-6 LHD 516	8-9	CYE 087
	CY6 678	CYU 279	7-9 DB 97211	8-14	CYU 945
	LVI 426	LVI 815	FJEG 578		CY7 202
4-23	CY7 394	5-31 FIO IAN 576	7-10 DB 8997		CYV 050
4-24	CYA 966	FIO IAN 574	7-11 CYW 697	8-16	CYT 769
	CY2 490	CYV 825	7-12 LJS 435	8-17	CYX 419
4-26	LHP 701	CYU 0003	7-13 MEE 947		CADAMS2
	CYU 125	DB X9883	CY3 607		CY7 205
	CYS 288	CYU 785	DB X9619		CYT 184
	DB 39179	6-1 LVI 103	CYC 739		CYE 352
	CYS 288	FIO IAN 737	7-16 DB 97165	8-20	CYU 477
4-27	CYQ 988	CYC 769	7-17 CYS 134	LH	CY7 462
	CYC 379	6-4 NV Blessn	CYS 133		CT 6582
	KUI 580	6-5 CY9 394	7-18 TLR 013094	8-24	CYS 557
4-30	CY7 681	6-6 B30 1327	KIX 231		CYM 874
5-1	CYS 923	CYV 168	TLR 013094	8-27	C
5-2	CYS 039	6-7 AA 1631	7-19 CY6 370		M1 166
	CYU 114	MSU 05940	7-20 CYP 444		MSU 9M876
5-3	CYS 492	6-11 CYH 226	CYP 445	8-28	CYR 086
5-4	CYS 109	6-12 CY3 255	2-24 CYQ 792	8-30	CYw 159
	CYP 652	MC 66883	7-25 CYX 131		KTP 632
5-7	CYU 378	6-13 FIO IAN 586	7-27 CYX 4168	8-31	CYA 083
5-9	CYV 679	CYW 751	7-30 CYR 498		CYU 0016
5-10	CYT 565	6-14 CYW 863	CYw 879	9-4	CY7 572
5-14	CY3 509	CY7 475	VR Bob, BU		CYC 633

TAGS SURRENDERED FOR CREDIT OR NO LONGER BEING USED ON VEHICLE ISSUED FOR:  
 AFTER LIST IS PRESENTED TO THE BOARD OF SUPERVISORS, THESE TAGS MAY BE DESTROYED.

IAQ212	CYL724	CYV638	CYL648
IAK282	CYV861	CYX399	DBX9763
CY7248	CYX382	CYI448	CY5997
CY6519	CYK227	CY90294	CYK566
CYT347	CY5364	CYV324	CYK325
DBX9532	LGS382	5605AK	CYF294
CYS396	CYS021	CYS403	MC19585
CY9539	R1312	CYM373	CYK0232
CYS130	CYX331	CYV341	DBH2332
SA1090	CYN653	CY5060	CYP270
2563E1	CY2446	A444649	CYL200
CYD994	38853	NV5951	CYWS67
A319657	CY9673	CY5241	CY7669
A317473	8503BA	KPA2682	MKA040
Wel6938	CYU747	CYU784	CYD077
DBF7982	CYN045	DB31191	CYH693
CXed	CY5975	CY7757	CYQ321
CYV260	CYN045	CYU253	T69666
LV1945	CYU747	CYR894	V79463
CYV599	CYA693	CYJ762	CYB056
CYB198	LV4EVR	LUC438	CY90427
CYS325	LVR413	CYR648	CYX446
CY9880	CYI423	CYM478	TP2036
CY5908	CYU937	CY5625	DBX9895
CYW161	CYU222	FLO1AT159	664HV
CYV688	DBX9855	CYF811	CYT558
CYU013	RB CB	CYR830	MJA403
CY7182	CYU977	CYT901	CYP242
CY5297	CYW385	CY5290	CYL678
CY5657	CYP834	CYV697	CYJ653
YAC943	CYU803	CYA359	CYC393
CYT308	TK11665	B10A8925	CYL6836
DBF7938	CYD3W	CTE546	KuJ530
CY7372	CYW207	CTE496	CYN109
CYR843	CY3874	CYT225	AA900793
FOSKINS	CYV294	CYW781	TLRATL088
KLP507	CYU442	CYU651	PH3
	RAN241	CYK984	Ant Big

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

**IN THE MATTER OF AUTHORIZING AND APPROVING TO PAY THE INVOICE OF  
THE UNCLAIMED DECEDENT**

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There came on this day for consideration the matter of authorizing and approving to pay the invoice of the unclaimed decedent.

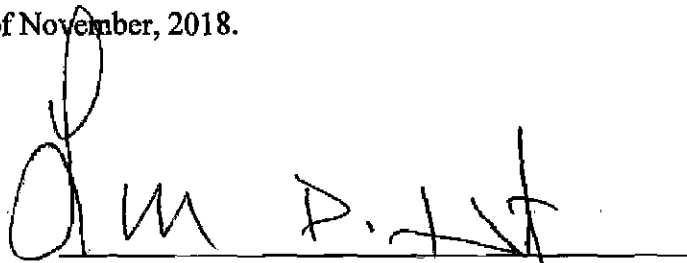
It appears to this Board at a subsequent meeting of this Board Janet A. Wells was found to be an unclaimed decedent and the County was required to facilitate her burial as such, and;

It appears to this Board Robinson Funeral Home has submitted an invoice requesting payment for services rendered to the County for Mrs. Wells, and;

It appears to this Board the Chancery Clerk, Amy Berry, is requesting authority to pay the said invoice and further states her intentions to assist in some capacity to probate the Estate of Mrs. Wells and will file the County's claim against the Estate to ensure the County is reimbursed for the said expense.

After motion by R. B. Davis and second by Shelton Deanes this Board doth vote unanimously to authorize and approve of the said invoice as attached hereto as Exhibit A for payment.

SO ORDERED this the 8<sup>th</sup> day of November, 2018.

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

Lynn D. Horton, President

**Section A:**  
**Charge for Services Selected**

Basic Services of Funeral Director & Staff	
Embalming	
Other Preparation of Body	
Use of Facilities & Staff for Viewing/Visitation	
Use of Facilities & Staff for Funeral Service	
Use of Facilities & Staff for Memorial Service	\$ _____
Use of Equipment & Staff for Graveside Service	\$200.00
Use of Equipment & Staff for Church Service	
Transfer of Remains to Funeral Home	\$200.00
Hearse	\$300.00
Lead Vehicle & Flower Vehicle	
Other	
<b>TOTAL of SERVICES SELECTED (Section A)</b>	<b>\$700.00</b>

**Section B:**  
**Charge for Merchandise Selected**

Casket (or other receptacle)	\$ 400.00
20 Ga.	
Outer Burial Container:	
Service Packet	
Other	\$ _____
Clothing	\$ _____
<b>TOTAL of Merchandise SELECTED (Section B)</b>	<b>\$ 400.00</b>

**ACCEPTANCE:** This funeral establishment agrees to provide all services, merchandise, and cash advances indicated on this Statement. By [Signature]

*Robinson Funeral Home*  
PO Box 732  
869 E Broad St.  
West Point, Mississippi 39773  
662-494-8049 fax662-494-6782  
robinsonfuneralh@bellsouth.net

Deceased Mrs. Janet Wells  
Date of Death October 10, 2018

**STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED**  
Charges are only for those items that you selected or that are required. If we are required by law of by a cemetery or crematory to use any items, we will explain the reasons in writing below.

**Section C: Special Charges**

Forwarding Remains to	\$ _____
Receiving Remains from	\$ _____
Immediate Burial	\$ _____
Basic Cremation	\$ _____
<b>TOTAL OF SPECIAL CHARGES (Section C)</b>	<b>\$ _____</b>

**Section D: Cash Advances**

5 Copies of Certified Death Certificate(s)	\$41.00
Hairdresser	\$ _____
Newspaper Notice(s)	\$ _____
Cemetery Open/Close Grave	\$ _____
Flowers	
Other	\$ _____
<b>TOTAL of SERVICES SELECTED (Section D)</b>	<b>\$ _____</b>

**Summary**

Total Funeral Home Charges (Sections A+B+C)	\$1,100.00
Total Cash Advances (Section D)	\$41.00
<b>TOTAL</b>	<b>\$1,141.00</b>
Payment Received	_____
<b>Balance Due</b>	<b>_____</b>

**Disclosures**

If you selected a funeral that may require embalming, such as a funeral with viewing, you may have to pay for embalming. You do not have to pay for embalming you did not approve if you selected arrangements such as a such as a direct cremation or immediate burial. If we charged for embalming, we will explain why below:  
\_\_\_\_\_ family viewing/visitation \_\_\_\_\_

If any law, cemetery or crematory requirements have required the purchase of any items listed, the law or requirement is explained below: \_\_\_\_\_

**ACKNOWLEDGEMENT AND AGREEMENT:**  
I (we) authorize this funeral home to perform services, furnish goods, and incur outside charges specified on this Statement. I (we) acknowledge that I (we) received a General Price List, a Casket Price List, and an Outer Burial Container Price List.

**TERMS:** \_\_\_\_\_  
Full payment is due no later than 30 Days.  
If any payment is not paid when due, an unanticipated LATE CHARGE of \$ 35.00 per month (ANNUAL PERCENTAGE RATE 18%) on the unpaid balance will be due. I (we) have read (or been read) the above, accept and approve and severally promise to make full payment. Receipt of a copy of this Statement is acknowledged.

Signed \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_  
Zip \_\_\_\_\_ Phone: \_\_\_\_\_  
Co-Signed \_\_\_\_\_

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

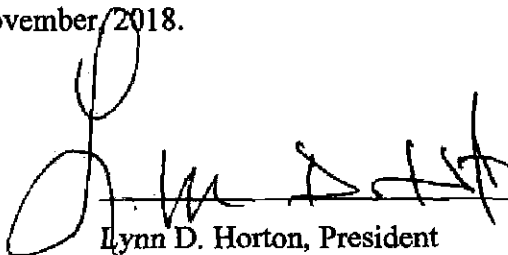
***IN THE MATTER OF RECESSING***

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There came on this day for consideration the matter of recessing.

After motion by R. B. Davis and second by Joe Chandler this Board doth vote unanimously to recess until Monday, November 15, 2018, at 9:00 a.m. at the Clay County Courthouse.

SO ORDERED this the 8<sup>th</sup> day of November, 2018.



\_\_\_\_\_

Lynn D. Horton, President