

**Minutes of
Clay County Board of Supervisors
SPECIAL CALLED MEETING
Held Monday, October 16, 2023, at 9:00 a.m.**

BE IT REMEMBERED a Special Called Meeting of the Clay County Board of Supervisors was held at the Clay County Courthouse, West Point, Mississippi, on Monday, October 16, 2023, pursuant to notice.

PRESENT:

Lynn D. Horton, Supervisor District 1, presiding
Luke Lummus, Supervisor District 2
R.B. Davis, Supervisor District 3
Shelton L. Deanes, Supervisor District 4
Joe Chandler, Supervisor District 5

Eddie Scott, Clay County Sheriff
Amy G. Berry, Clay County Chancery Clerk
LaFrance Boyd, Clay County Deputy Chancery Clerk
Angela Turner Ford, Board Attorney

County Residents

The following proceedings were had:

CALL TO ORDER/INVOCATION

The meeting was called to order by Sheriff Scott. The welcome was given by Supervisor Horton with invocation provided by Ms. Amy G. Berry.

ADOPTION OF AGENDA

Supervisor Deanes moved to adopt the agenda as prepared. The motion was seconded by Supervisor Lummus.

(Exhibit "A" - Agenda and Notice of Special Called Meeting).

INTERLOCAL AGREEMENT

Supervisor Lummus moved to authorize and approve proposed Interlocal Agreement be forwarded to the City of West Point for consideration. The motion was seconded by Supervisor Chandler.

(Exhibit "B").

CLOSED DETERMINATION

Supervisor Lummus moved to go into Closed Session, pursuant to posted Notice for Special Called Meeting, to determine the need to go into Executive Session. The motion was seconded by Supervisor Chandler.

EXECUTIVE SESSION

Supervisor Chandler moved to go into Executive Session to discuss a personnel matter concerning an employee in a specific position. The motion was seconded by Supervisor Deanes.

OPEN MEETING

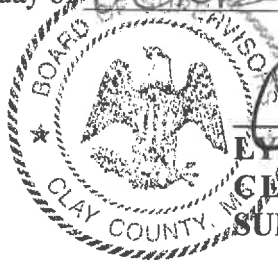
Following a discussion in Executive Session, Supervisor Lummus moved to return to Open Meeting. The motion was seconded by Supervisor Deanes.

RECESS

Supervisor Lummus moved the Board stand in recess until Thursday, October 26, 2023, with the meeting to resume at 9:00 a.m. at the Clay County Courthouse. The motion was seconded by Supervisor Deanes.

All motions were carried unanimously unless otherwise indicated.

DATED this the 16th day of October, 2023.



[Signature]
EYNN D. HORTON, PRESIDENT
CLAY COUNTY BOARD OF SUPERVISORS

ATTEST:

[Signature]
AMY G. BERRY, CHANCERY CLERK
CLERK OF THE CLAY COUNTY
BOARD OF SUPERVISORS

EXHIBIT A



***Clay County Board of Supervisors
Agenda for Special Called Meeting
Monday, October 16, 2023, at 9:00 a.m.***

- Call to Order
- Welcome & Prayer
- Adopt Agenda
- City of West Point – Jail Agreement
- Request to go into Executive Session to discuss a personnel matter as allowed under Section 25-41-7, of *the Mississippi Code of 1972*
- Recess until Thursday, October 26, 2023 at the Clay County Courthouse, at 9:00 a.m.

AMENDMENTS:

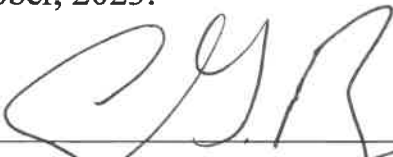
NOTICE OF SPECIAL CALLED MEETING

Notice is hereby served to the public that the President of the Clay County Board of Supervisors, Lynn Horton, has called a Special Called meeting of the Clay County Board of Supervisors to have a Special meeting to be held Monday, October 16, 2023, at 9:00 a.m. at the Clay County Courthouse to discuss the following matters, to-wit;

- Jail Agreement with the City of West Point
- Request to go into Executive Session to discuss a personnel matter as allowed Section 25-41-7 of *the Mississippi Code of 1972*

SO NOTICED, this the 10th day of October, 2023.





Amy G. Berry, Chancery Clerk
Clerk of the Board

Notice Posted:

October 10, 2023

EXHIBIT B

INTERLOCAL AGREEMENT FOR CLAY COUNTY JAIL

THIS AGREEMENT is made and entered into on the date hereinafter set forth by and between the City of West Point, Mississippi, by and through its governing authorities, the Board of Mayor and Selectmen of the City of West Point ("WEST POINT"), and Clay County, Mississippi, by and through its governing authorities, the Clay County Board of Supervisors ("CLAY COUNTY").

WHEREAS, CLAY COUNTY owns and operates the Clay County Detention Facility located in West Point, Mississippi ("CLAY COUNTY DETENTION FACILITY"); and

WHEREAS, WEST POINT, through its police department, desires to reserve, upon availability, and use a certain number of beds to house West Point inmates at the CLAY COUNTY DETENTION FACILITY pursuant to the authority granted under the Interlocal Cooperation Act of 1974 codified at Section 17-13-1, et seq., of Miss. Code of 1972, as amended.

NOW, THEREFORE, by the mutual covenants and promises contained herein, the parties agree as follows:

1. Use. Effective upon approval by all parties, WEST POINT shall have, on a twenty-four (24) hour, seven (7) days per week basis, such number of bed spaces as needed by WEST POINT located at the CLAY COUNTY DETENTION FACILITY to house its inmates ("the West Point inmates"). However, such use shall be subject to a vacancy existing at the time of need.

CLAY COUNTY shall accept custody of inmates according to the terms of this Agreement. WEST POINT will provide proper documentation that orders the housing of WEST POINT inmates and the documentation shall be presented to the Clay County Jail at the time of the incarceration of the inmate. CLAY COUNTY, through its Sheriff, shall receive the West Point inmates upon delivery by WEST POINT and shall be responsible for the proper housing, care and maintenance of such inmates thereafter while they are in custody of CLAY COUNTY.

Upon receipt of custody of West Point inmates, CLAY COUNTY and the Clay County Sheriff shall be responsible for the custodial care, treatment, safety, security, feeding and maintenance of the West Point inmates while they are in the custody of CLAY COUNTY. The Clay County Sheriff, and CLAY COUNTY as the source of revenue for the Sheriff, agree to supervise, control, and manage the West Point inmates according to state and federal law, regulations and standards. All correction officers and guards employed at the CLAY COUNTY DETENTION FACILITY shall be certified by the State of Mississippi and all custodial and prisoner detention protocol and procedures shall be observed and implemented in accordance with state standards and guidelines.

2. Healthcare. CLAY COUNTY shall furnish nursing services within the CLAY COUNTY DETENTION FACILITY to the West Point inmates sufficient for attending to minor illnesses and minor medical problems, evaluation to determine whether more extensive medical care

is warranted and dispensing over-the-counter medications. CLAY COUNTY shall not be responsible for arranging physician visits or appointments, scheduling or transporting West Point inmates to and from such appointments or purchasing prescription medications, as this responsibility shall remain with WEST POINT. CLAY COUNTY shall also not accept any West Point inmate(s) suffering from lunacy, mental illness, or who has or will be prescribed psychotropic drugs. WEST POINT shall be responsible for getting "over-the-counter medications" to CLAY COUNTY so the same can be dispensed in a timely manner. For purposes of this Agreement, "over-the-counter" medications are those which do not require a prescription and are used to treat ailments such as common headaches, minor cuts and abrasions, etc.

3. **Transportation.** WEST POINT shall be responsible for transporting its prisoners to and from the CLAY COUNTY DETENTION FACILITY, except in the case of medical emergency or other emergency. In the event of such medical or other emergency, all costs of transportation, maintenance, and security of West Point inmates shall be borne by WEST POINT. The Clay County Sheriff shall be responsible for making the West Point inmates available promptly for transportation to court appearances and for other purposes upon timely requests therefore.

4. **Cost.** For the use of such jail space, WEST POINT shall pay CLAY COUNTY the following sums:

- a) Reimbursement for the cost of salaries for two jailors which is equal to a combined total of \$94,649.12, not including potential overtime;
- b) Booking Fee in the amount of \$20.00 per West Point inmate;
- c) Reimbursement for the costs of meals at a rate of \$4.25. This cost may be adjusted according to the cost of living index every six months; and
- d) All payments are to be mailed to the Clay County Sheriff's Department, Post Office Box 142, West Point, Mississippi 39773.

5. **Insurance.** CLAY COUNTY shall obtain and maintain law enforcement liability insurance providing coverage for the CLAY COUNTY DETENTION FACILITY and its occupants, including West Point inmates, in an amount not less than One Million Dollars (\$1,000,000.00) issued by a reputable company which is permitted to do business in the State of Mississippi. Both WEST POINT and CLAY COUNTY shall maintain and provide comprehensive law enforcement liability insurance in an amount not less than \$1,000,000.00. Each party waives the right of subrogation against the other for claims in the event that claims are paid by insurance to the extent allowed by the respective insurance carriers.

6. **Duration and Termination.** This Agreement shall remain in force and effect for a term of four (4) years, and may be terminated by either party by giving the other thirty (30) days written notice. This Agreement shall renew automatically for succeeding terms of three (3) years, unless either party gives written notice to the other at least thirty (30) days prior to the date of expiration. However, the obligation to maintain general liability, and the right to indemnity, shall

survive for three (3) years after termination, or until all claims are resolved, whichever occurs later.

7. **Governing Law.** This Agreement shall be interpreted and construed under the laws of the State of Mississippi.

8. **Amendment.** No amendment or modification to this Agreement shall be effective unless reduced to writing and signed by all parties hereto. No waiver of any breach of this Agreement by any party hereto shall be construed to be a waiver of any succeeding breach. This Agreement has been fully negotiated and shall not be construed against either party as a result of the preparation of this Agreement.

9. **Authority.** Each governing authority, as defined by Section 17-13-5 of Mississippi Code 1972, amended, has approved the entering into this Agreement by resolution entered on its minutes. This Agreement shall be submitted to the Attorney General of Mississippi for approval, and when approved, a copy shall be immediately filed with the Chancery Clerk of Clay County, Mississippi, and with the Secretary of State. This Agreement shall be effective upon approval by the governing bodies of WEST POINT and CLAY COUNTY and the Attorney General of the State of Mississippi.

10. **Force Majeure.** In the event that WEST POINT or CLAY COUNTY is delayed, hindered, or prevented from the performance of any requirement hereunder by reason of general civil disturbance, riot, labor dispute, strike, flood, tornado, or other natural disaster, or for other reasons, other than governmental or financial, which are totally beyond control of such party, the performance of the requirements shall be excused for the period of the delay; provided, however, that nothing in this provision shall prevent or delay termination as provided in Section 7.

11. **Assignment.** This Agreement shall not be assigned except upon written agreement of all the parties.

12. **Miscellaneous.** This parties acknowledge that this Agreement contains the full, complete and entire agreement between the parties regarding WEST POINT'S use of available beds at the CLAY COUNTY DETENTION FACILITY and matters pertaining thereto, and that this Agreement supersedes all other agreements, correspondence and understandings, verbal or in writing.

13. **Notices.** Notices to the parties under this Agreement shall be sent via registered or certified mail, return receipt requested, as follows:

CITY OF WEST POINT
Office of the Mayor
Post Office Box 1217
West Point, Mississippi 39773

CLAY COUNTY
Clay County Board of Supervisors
Post Office Box 815
West Point, Mississippi 39773

IN WITNESS WHEREOF, the parties have executed this Agreement on the date noted below.

DATED: This the _____ day of _____, 2023.

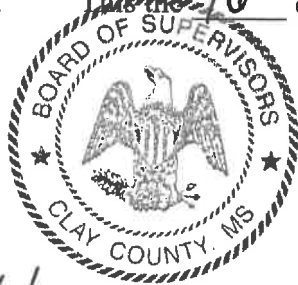
CITY OF WEST POINT, MISSISSIPPI

BY: _____
Mayor of the City of West Point

ATTEST:

Deloris Doss, City Clerk

DATED: This the 16th day of October, 2023.



CLAY COUNTY, MISSISSIPPI

BY: _____
President of the Clay County Board of Supervisors

ATTEST:

Amy G. Berry, Chancery Clerk



Clay County Sheriff's Office

*P.O. Box 142
348 West Broad Street
West Point, Mississippi 39773*

Phone (662) 494-2712
Fax (662) 494-4034

Sheriff
Eddie Scott
Chief Deputy
Steven Woodruff
Jail Administrator
Frank Randle

September 15, 2023

Proposed Increases for Clay County Detention Center Housing/Work Program Effective October 1, 2023

- Booking Fee of \$20.00 per WEST POINT inmate
- Inmate Meal at the rate of \$4.25 - Rate to increase to \$4.50 effective July 1, 2024
- Inmate State Work Program \$30.00 per day x number of days in month
- Increase of Reimbursements for cost of Jailors from \$5,623.50 to \$7,887.43

- Increase hourly rate of pay for AC/Electrical Maintenance Employee to \$28.00/hr.

There has been no rate increase since 2012.

Eddie Scott, Sheriff
Clay County, Mississippi

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