

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 9th day of May, 2013, at 9 00 a m and present were Lynn Horton, Luke Lummus, R. B Davis, Shelton Deanes, President, and Floyd McKee Also present were Amy G Berry, Clerk of the Board, Bob Marshall, Board Attorney, and Eddie Scott, Sheriff, 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 MAY 9, 2013**

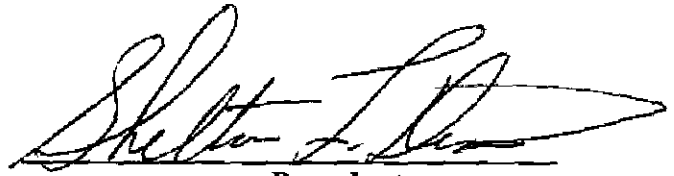
There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on May 9, 2013

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

- Authorize the purchase of a Backhoe for District 4
- Request to go into Closed Session by Lynn Horton

After motion by Lynn Horton and second by Floyd McKee the Board doth vote unanimously for the said items listed above to be added to the agenda for further consideration by this Board and that such agenda to be adopted and approved as amended

SO ORDERED this the 9th day of May, 2013


President

728

Proclamation

recognizing May as Mental Health Month

WHEREAS, THERE IS A PROVEN CONNECTION BETWEEN GOOD MENTAL HEALTH AND OVERALL PERSONAL HEALTH AND

WHEREAS, MENTAL ILLNESSES AFFECT ALMOST EVERY FAMILY IN AMERICA AND

WHEREAS, PEOPLE WITH MENTAL ILLNESSES RECOVER IF GIVEN THE NECESSARY SERVICES AND SUPPORT IN THEIR COMMUNITIES AND

WHEREAS, PEOPLE WITH MENTAL ILLNESSES MAKE IMPORTANT CONTRIBUTIONS TO OUR FAMILIES AND OUR COMMUNITIES AND

WHEREAS, MILLIONS OF ADULTS AND CHILDREN ARE DISABLED BY MENTAL ILLNESSES EVERY YEAR AND

WHEREAS, ONLY ONE OUT OF TWO PEOPLE WITH A SERIOUS FORM OF MENTAL ILLNESS SEEKS TREATMENT FOR HIS OR HER MENTAL ILLNESS AND

WHEREAS, STIGMA AND FEAR OF DISCRIMINATION KEEP MANY WHO WOULD BENEFIT FROM MENTAL HEALTH SERVICES FROM SEEKING HELP AND

WHEREAS, RESEARCH SHOWS THAT THE MOST EFFECTIVE WAY TO REDUCE STIGMA IS THROUGH PERSONAL CONTACT WITH SOMEONE WITH A MENTAL ILLNESS AND

WHEREAS, GOOD MENTAL HEALTH IS CRITICAL TO THE WELL-BEING OF OUR FAMILIES, COMMUNITIES, SCHOOLS, AND BUSINESSES AND

WHEREAS, GREATER PUBLIC AWARENESS ABOUT MENTAL ILLNESS CAN CHANGE NEGATIVE ATTITUDES AND BEHAVIORS TOWARD PEOPLE WITH MENTAL ILLNESSES

ON BEHALF OF CLAY COUNTY

WE DO HEREBY PROCLAIM THE MONTH OF MAY 2013 AS MENTAL HEALTH MONTH. AS THE BOARD OF SUPERVISORS, WE ALSO CALL UPON ALL CITIZENS, GOVERNMENT AGENCIES, PUBLIC AND PRIVATE INSTITUTIONS, BUSINESSES, AND SCHOOLS TO RECOMMIT OUR COMMUNITY TO INCREASING AWARENESS AND UNDERSTANDING OF MENTAL ILLNESSES, REDUCING STIGMA AND DISCRIMINATION, AND PROMOTING APPROPRIATE AND ACCESSIBLE SERVICES FOR ALL PEOPLE WITH MENTAL ILLNESSES.



[Handwritten Signature]
Resident

GIVEN UNDER OUR HAND THIS 21 DAY OF MAY 2013

RESOLUTION OF THE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI, DECLARING THE OCCURRENCE OF AN EMERGENCY PURSUANT TO SECTIONS 31-7-1(f) AND 31-7-13(k) OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AND AUTHORIZING ONE OF MORE EMERGENCY PURCHASES AND/OR CONTRACTS FOR THE INSTALLATION OF TEMPORARY WATER LINES AND METERS TO SERVE YOKOHAMA TIRE CORPORATION AND THE CONSTRUCTION THEREBY OF A NEW TIRE MANUFACTURING FACILITY IN THE COUNTY

The Board of Supervisors (the "Board") of Clay County, Mississippi ("County") hereby finds, adjudicates and determines as follows

1 WHEREAS, Yokohama Tire Corporation (the "Company") has announced its intent to construct, develop and operate in the County a new tire manufacturing plant and related facilities, the initial phase of which is expected to result in the creation of at least five hundred (500) new, full-time jobs, and is expected to require a capital investment of no less than Three Hundred Million Dollars (\$300,000,000) (the "Initial Project")

2 WHEREAS, the Initial Project may subsequently be expanded to include one or more future development phases with the potential to result in as much as One Billion Dollars (\$1,000,000,000) in additional capital investment and the creation of as many as one thousand five hundred (1,500) additional new jobs (each such future development phase, a "Future Phase," and together with the Initial Project, the "Project")

3 WHEREAS, on April 29, 2013, the Board, by resolution, approved and directed the President of the Board to execute, and thereafter the President of the Board did execute, on behalf of the County that certain Memorandum of Understanding (the "MOU") pertaining to the Project by and between the Company, the County, the Clay County Economic Development District, the City of West Point, Mississippi (the "City"), the Mississippi Major Economic

Impact Authority, the Mississippi Development Authority, East Mississippi Community College and The Golden Triangle Development LINK

4 WHEREAS, pursuant to Section 10 07 of the MOU, the County agreed, and is therefore obligated, to construct and install, or cause to be constructed and installed, on or before August 1, 2013, a temporary water line to, and a water meter on, the Project Site (as defined in the MOU) to provide water service to the Company for use thereby during the construction of the Project (the "Temporary Water Installation")

5 WHEREAS, given the aforementioned deadline of August 1, 2013 and the actual time period required to complete the Temporary Water Installation, as projected by the County's engineering firm, Calvert-Spradling Engineering, Inc , and to avoid a breach by the County of its obligations to the Company pursuant to the MOU, an emergency exists with respect to the Temporary Water Installation such that the delay incident to giving opportunity for competitive bidding of one or more contracts for the construction and installation of the Temporary Water Installation, pursuant to Code Section 31-7-13 of the Mississippi Code of 1972, as amended, would be detrimental to the interest of, and could cause an adverse impact upon, the Board and the County, its employees and its citizens

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS

SECTION 1 Declaration of an Emergency Based upon the deadline of August 1 2013, to complete the Temporary Water Installation and the actual time period required to do so, as projected by the County's engineering firm, Calvert-Spradling Engineering, Inc , and to avoid a breach by the County of its obligations to the Company pursuant to the MOU, an emergency is hereby declared to exist, in accordance with Section 31-7-1(f) and 31-7-13(k) of the Mississippi

Code of 1972, as amended, with respect to the Temporary Water Installation such that the delay incident to giving opportunity for competitive bidding of one or more contracts for the construction and installation of the Temporary Water Installation, pursuant to Code Section 31-7-13 of the Mississippi Code of 1972, as amended, would be detrimental to the interest of, and could cause an adverse impact upon, the Board and the County, its employees and its citizens

SECTION 2 Emergency Purchase/Contract Authorization The President of the Board, or any officer or agent of the County designated thereby, is hereby authorized to (a) as promptly as possible, identify one or more contractors and/or vendors, with input and advice from Calvert-Spradling Engineering, Inc, to undertake the construction and installation of the Temporary Water Installation, (b) purchase from such contractor(s) and/or vendor(s) the construction and installation of the Temporary Water Installation and/or enter into one or more contracts for such purchases, (c) approve any bills, invoices and other requests for payment therefor, and (c) certify in writing thereon from whom any such purchases and/or contracts were made

SECTION 3 Subsequent Documentation of Emergency At the meeting of the Board next following any such emergency purchase or contract, documentation of any such purchase or contract, including without limitation a description of any commodity or commodities purchased, the price thereof and the nature of the emergency shall be presented to the Board and shall be placed on the minutes of the Board

SECTION 4 Authority of Agents The members of the Board, the President of the Board, the Clerk of the Board and the attorneys and/or other agents or employees of the County are hereby authorized to do all things and to execute such instruments which are required of them or contemplated in any emergency purchasing documents or contracts authorized herein or which

any such member, clerk, attorney, agent or employee of the County deems necessary or desirable to effect the purposes of or to enable the County to perform its obligations under Section 10 07 of the MOU

SECTION 5 Captions The captions or headings of this resolution are for convenience only and in no way define, limit or describe the scope or intent of any provision of these resolutions

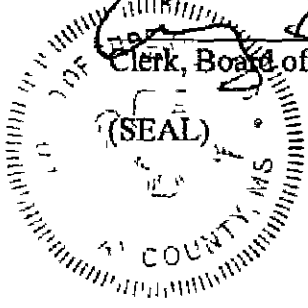
After discussion, Supervisor R. B. Davis moved and Supervisor Luke Lummus seconded the motion to adopt the foregoing resolution and, the question being put to a roll call vote, the result was as follows

Supervisor Lynn "Don" Horton	voted	<u>ye</u>
Supervisor Luke Lummus	voted	<u>ye</u>
Supervisor R B Davis	voted	<u>ye</u>
Supervisor Shelton L Deanes	voted	<u>ye</u>
Supervisor Floyd T McKee	voted	<u>ye</u>

The motion having received the affirmative vote of a majority of the Supervisors present, the motion was declared passed by the President on this the 9 day of May, 2013

Shelton L Deanes
President, Board of Supervisors

ATTEST
[Signature]
Clerk, Board of Supervisors



**IN THE MATTER OF APPROVING AND AUTHORIZING THE PRESIDENT TO
EXECUTE THE INTERLOCAL SECURITY AGREEMENT WITH THE WEST POINT
SCHOOL DISTRICT**

There came on this day for consideration the matter of approving and authorizing the President to execute the Interlocal Security Agreement with the West Point School District,

It appears to this Board the West Point School District is requesting this Board to consider entering into an Interlocal Security Agreement for the Sheriff of Clay County to provide a "School Resource officer" to the said school district, and,

It appears to this Board that the purpose of the said School Resource officer would be to (a) patrol school property in order to prevent crime, (b) conduct training and area of expertise to the faculty of the School District, (c) conduct criminal investigations on the campuses and real property of the School District, and (d) provide counsel and referrals in areas of expertise to the administrators and staff of the School District, and,

It appears to this Board, furthermore, the West Point School District would reimburse the county 100% on a monthly basis for the salary and fringe benefits incurred by the county for the full time Sheriff's deputy designated as the School Resource Officer

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to approve and authorize the President to execute the Interlocal Security Agreement as attached hereto as Exhibit A with the West Point School District

SO ORDERED this the 9th day of May, 2013



President

IN THE MATTER OF APPROVING AND AUTHORIZING THE PRESIDENT TO EXECUTE THE INTERLOCAL SECURITY AGREEMENT WITH THE WEST POINT SCHOOL DISTRICT

There came on this day for consideration the matter of approving and authorizing the President to execute the Interlocal Security Agreement with the West Point School District,

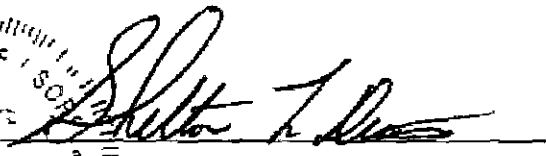
It appears to this Board the West Point School District is requesting this Board to consider entering into an Interlocal Security Agreement for the Sheriff of Clay County to provide a "School Resource officer" to the said school district, and,

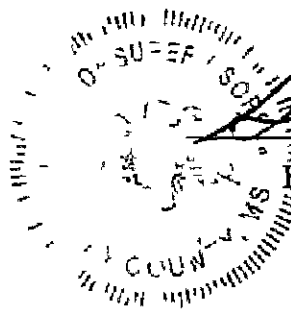
It appears to this Board that the purpose of the said School Resource officer would be to (a) patrol school property in order to prevent crime, (b) conduct training and area of expertise to the faculty of the School District, (c) conduct criminal investigations on the campuses and real property of the School District, and (d) provide counsel and referrals in areas of expertise to the administrators and staff of the School District, and,

It appears to this Board, furthermore, the West Point School District would reimburse the county 100% on a monthly basis for the salary and fringe benefits incurred by the county for the full time Sheriff's deputy designated as the School Resource Officer

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to approve and authorize the President to execute the Interlocal Security Agreement as attached hereto as Exhibit A with the West Point School District

SO ORDERED this the 9th day of May, 2013


President



INTERLOCAL SECURITY AGREEMENT

THIS AGREEMENT is made and entered into on the date hereinafter set forth by and between the BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI, hereinafter "CLAY COUNTY," by and through its governing authorities, and the BOARD OF TRUSTEES OF THE WEST POINT SCHOOL DISTRICT OF WEST POINT, CLAY COUNTY, MISSISSIPPI, hereinafter "SCHOOL DISTRICT," by and through its governing authorities

WHEREAS, the School District operates several school campuses within the city limits of the City of West Point, Mississippi under authority of state law and policies of the State Department of Education, and

WHEREAS, pursuant to state law, Clay County, through its office with the Clay County Sheriff's Department, has responsibility of law enforcement within the entire boundaries of Clay County, Mississippi, including the boundaries of the School District, and

WHEREAS, the School District and Clay County, in order to provide security for the aforesaid campuses as to the students, staff and real property of the School District so as to provide continuity of law enforcement by and through the Clay County Sheriff's Department, do hereby agree that Clay County and its Sheriff's Department shall furnish to the School District a "School Resource Officer" as said officer is constituted under state law and policies developed with the State Department of Education

NOW THEREFORE, by the mutual covenants and promises contained herein, Clay County and the School District do hereby agree as follows, to-wit

1 Services Provided Commencing on the _____ day of _____, 2013, Clay County, through its Sheriff's Department, shall furnish to the School District a School Resource Officer for the purpose of (a) patrolling school property in order to prevent crime, (b) conducting training and area of expertise to the faculty of the School District, (c) conducting criminal investigations on the campuses and real property of the School District, and (d) providing counsel and referrals in areas of expertise to the administrators and staff of the School District, said officer to have the experience, education and certifications as recommended by the State Department of Education in its School Session Law and Policy Development Further, said officer shall be employed by the Sheriff of Clay County, Mississippi on a regular and permanent basis and during all times the schools are in session and during such times as may be required by the School District for security, protection and safety of the students, personnel and property of the School District, including summer vacation and holidays when needed

2 Salary The School District shall reimburse Clay County, on a monthly basis, the annual salary as agreed to by both parties, together with total benefits as otherwise provided for employees of the Clay County Sheriff's Department of Clay County, Mississippi, the payment of which shall be no later than the 15th day of each calendar month.



736

3 Insurance Both Clay County and the School District shall maintain general liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000 00) in order to provide liability protection for Clay County and the School District. Clay County shall continue to provide comprehensive law enforcement liability insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000 00), with each party waiving the right of subrogation against the other for claims in the event said claims are paid by insurance to the extent allowed by the respective insurance carriers.

4 Duration and Termination This Agreement shall remain in full force and effect until either party, Clay County and/or the School District, shall determine there is no longer a need for same to continue. In such event, this Agreement may be terminated by either party by giving the other party thirty (30) days written notice. However, the obligation to maintain general liability insurance and the right to indemnify shall survive for three (3) years after termination and/or claims resolved whichever occurs later.

5 Governing Law This Agreement is entered into under the authority of the "Interlocal Cooperation Act of 1974, As Amended" as codified in §17-13-1, *et seq.*, of the Mississippi Code of 1972, as amended and annotated. Such security services are specifically authorized by § 37-7-321 of the Mississippi Code of 1972, as amended and annotated. This Agreement shall be interpreted and construed under the laws of the State of Mississippi.

6 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.

7 Authority Each governing authority, under the authority of §17-13-5 of the Mississippi Code, as amended and annotated, has approved the entering into of this Agreement by resolution entered on its Minutes. This Agreement shall be submitted to the Attorney General of the State 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 of Mississippi. This agreement shall be effective upon the approval by the governing bodies of Clay County and the School District and the Attorney General of the State of Mississippi.

8 Force Majeure In the event that Clay County or the School District is hindered, delayed 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 any other reasons other than governmental or financial which was totally beyond the 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 5 above.

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

10 Miscellaneous The parties acknowledge that this Agreement contains the full and complete agreement between Clay County and the School District regarding the providing of security services by the Sheriff's Department of Clay County, Mississippi to the West Point School District and its various campuses within the City of West Point, Clay County, Mississippi

11 Notices Notices to the parties under this Agreement shall be sent by registered or certified mail, return receipt requested, to the following addresses

As to Clay County
Board of Supervisors of Clay County, Mississippi
Attn. President of the Board
Post Office Box 815
West Point, MS 39773

As to School District
West Point School District
Attn. Superintendent of Schools
Post Office Box 656
West Point, MS 39773

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates so noted below

DATE 5/9/13

BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI
BY [Signature]
President of the Board

DATE _____

BOARD OF TRUSTEES OF THE WEST POINT SCHOOL DISTRICT
BY [Signature]
Superintendent of Schools

PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT
FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY
WITHIN COUNTY ROAD RIGHT-OF-WAY

PROJECT NO _____ COUNTY CLAY

UTILITY NAME WHITE STATION WATER ASSOCIATION INC

BY BYRON WALKER, PRESIDENT
(Name & Company Title)

ADDRESS P O BOX 772, WEST POINT, MS 39773, herein called APPLICANT,

proposes to construct WATER
(Type of Facility)

along or across COSBY CORNER Road, said facility to be
(Name of Road)

installed between Station No _____ and Station No _____ and within the road
right-of-way, and hereby makes application to the County for the construction permit Attached hereto are
drawings or plans for the construction, which will not be changed or altered without approval of the Board of
Supervisors, or its authorized representative

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its
facilities upon, across, under, over and along public roads and streets within the State of Mississippi, Applicant
agrees to comply with applicable provisions of S O P No SA II-2-8, Policy for the Accommodation of Utility
Facilities within the Rights-of-Way of County Federal Aid and State Aid Roads (hereinafter referred to as the
"Policy"), promulgated by the State Aid Engineer and dated July 1, 2005, and which is hereby made a part of this
Application Agreement, and agrees to perform the construction according to the applicable industry code and
according to the plans and specifications for the project

The Applicant shall be responsible for future maintenance and repair of the facilities The Applicant shall
make future adjustments in, or relocate, the facilities located within the road right-of-way when required for road
widening, construction or maintenance and its right to reimbursement of its costs shall be in accordance with State
Laws affecting County roads in effect at the time such adjustment or relocation is made Further, any
maintenance, repair, or construction shall be done in such a manner as to occasion no unreasonable interference
with the normal flow and safety of traffic

739

A general description of the size, type, nature, and extent of the Utility work to be done is as follows

SEE ATTACHED PLANS

The Applicant understands and agrees that, except as herem granted, no right, title, claim, or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not placed within the allowable horizontal and vertical limits as listed in the general provisions of the Policy, it will be adjusted to comply with same without cost to the County, unless the variance from the Policy has been approved by the granting of the Permit pursuant to this Application

CLAY County agrees to the following stipulations

- (1) To cooperate with the Utility Company in every way to avoid conflicts in the location construction, and maintenance of the County road and Utility Facility
- (2) To pursue any and all legal means to see that Policy Standards, except to the extent of any variance shown on the plans filed herewith and approved, are complied with in the facility installation
- (3) If the County/LSBP Engineer or other authorized representative of the Board of Supervisors approved the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the Applicant may proceed with the installation, if the drawings, sketches, and plans are not approved, he shall promptly notify the Applicant, and advise him of the reason or reasons He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in compliance with the location and standards shown in the Policy and in this Agreement for the installation
- (4) That all joint road construction and utility adjustment or relocation operations will comply with the requirements of Section S-105 06 and Section S-107 18, Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 edition (or current edition)
- (5) Should any terms or provision of this Agreement conflict with the Laws of the State of Mississippi, or the United States, or impair or deny to the Applicant or the County any right protected thereby, it shall be deemed amended to conform to said Laws

WITNESS THE SIGNATURE OF THE APPLICANT this the 8 day of

May, 2013

By Byron Walker
Byron Walker

Title President

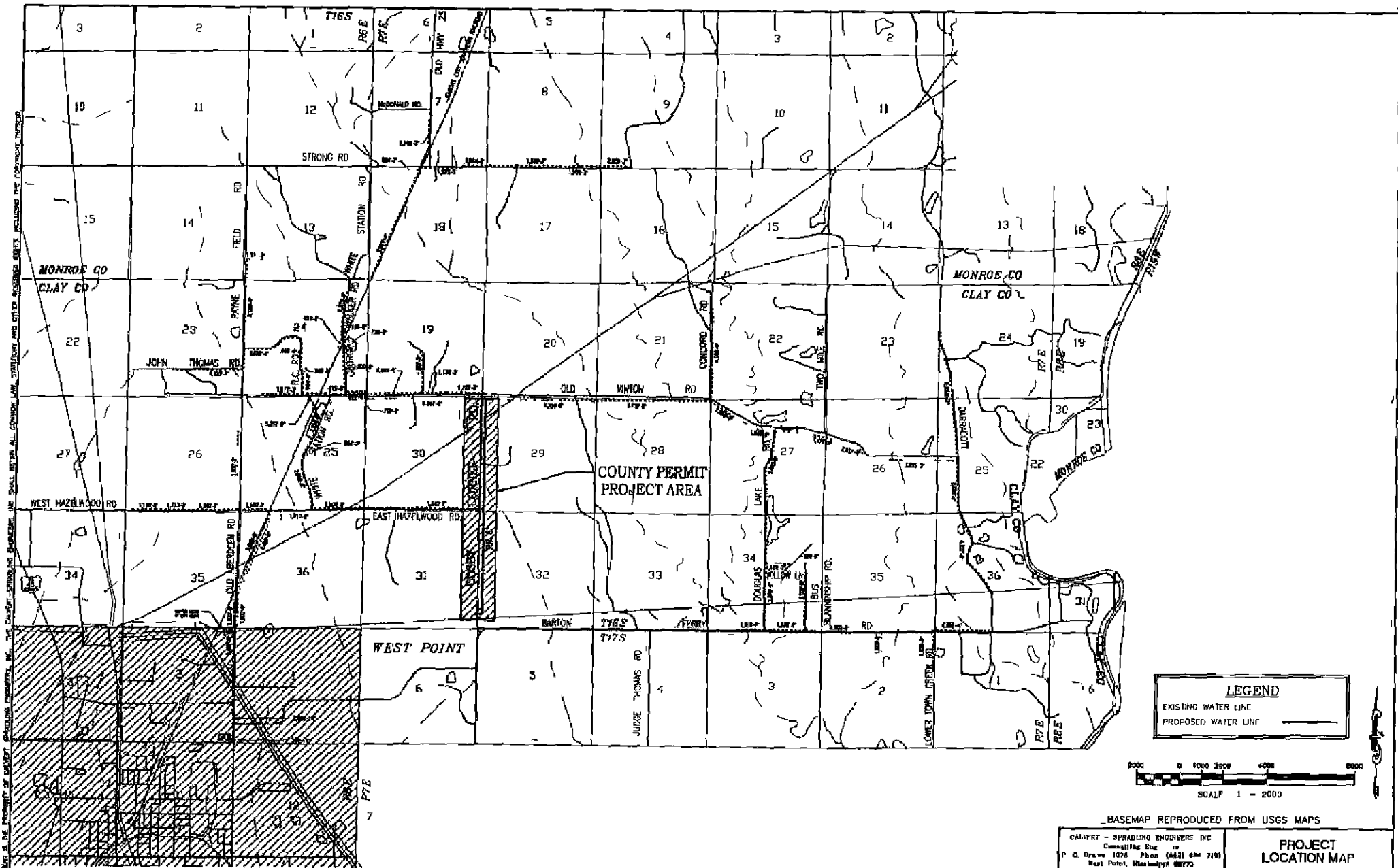
AGREED TO AND APPROVED BY ORDER OF THE Clay

COUNTY BOARD OF SUPERVISORS this the 9th day of May

2013

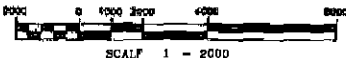
By Robert L. Calvert
County/LSBP Engineer

742



THE CONTAINMENT OF THE PROPERTY OF CALVERT ENGINEERS INC. SHALL RETURN ALL GEODATA, LAND INFORMATION, AND OTHER RECEIVED DATA INCLUDING THE PROPERTY INFORMATION TO THE CLIENT UPON REQUEST.

LEGEND
 EXISTING WATER LINE
 PROPOSED WATER LINE



BASEMAP REPRODUCED FROM USGS MAPS

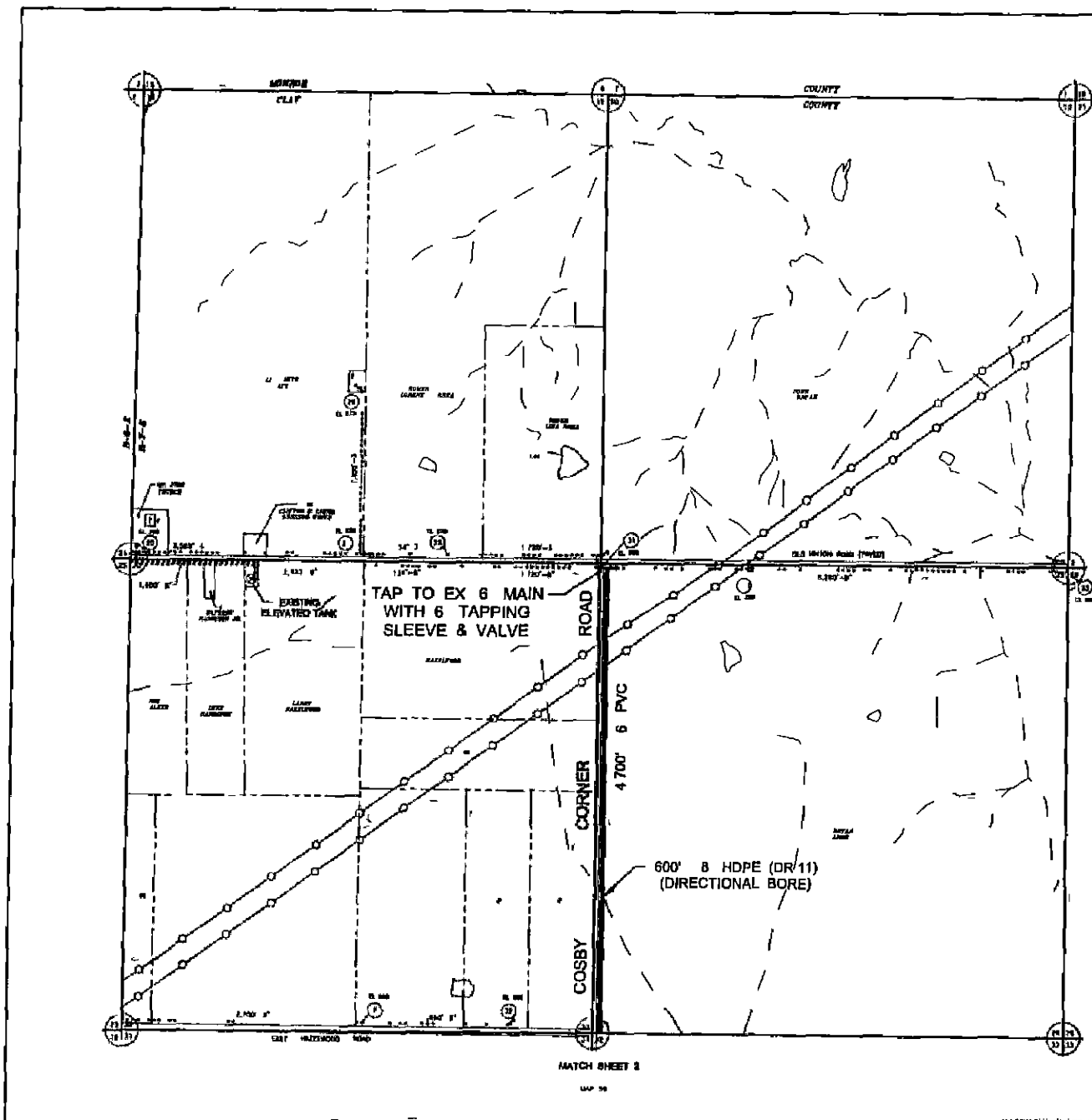
CALVERT - SPRADLING ENGINEERS INC
 Consulting Eng
 P. O. Draw 1076 P.O. Box 6421 694 7190
 West Point, Mississippi 39072

PROJECT LOCATION MAP

CLAY COUNTY
 BOARD OF SUPERVISORS
 CLAY COUNTY MISSISSIPPI

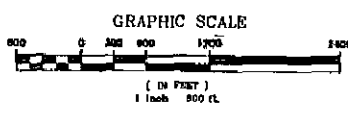
DESIGNED/SURVEYED BY	SHEET NO
DRAWN BY	NO
CHECKED BY	1
DATE	

743



CLAY COUNTY		MAP NO
SCALE (1"=200')	TOWNSHIP 16N	52
	RANGE 7E	
	SECTION(S) 18,20,22,24	

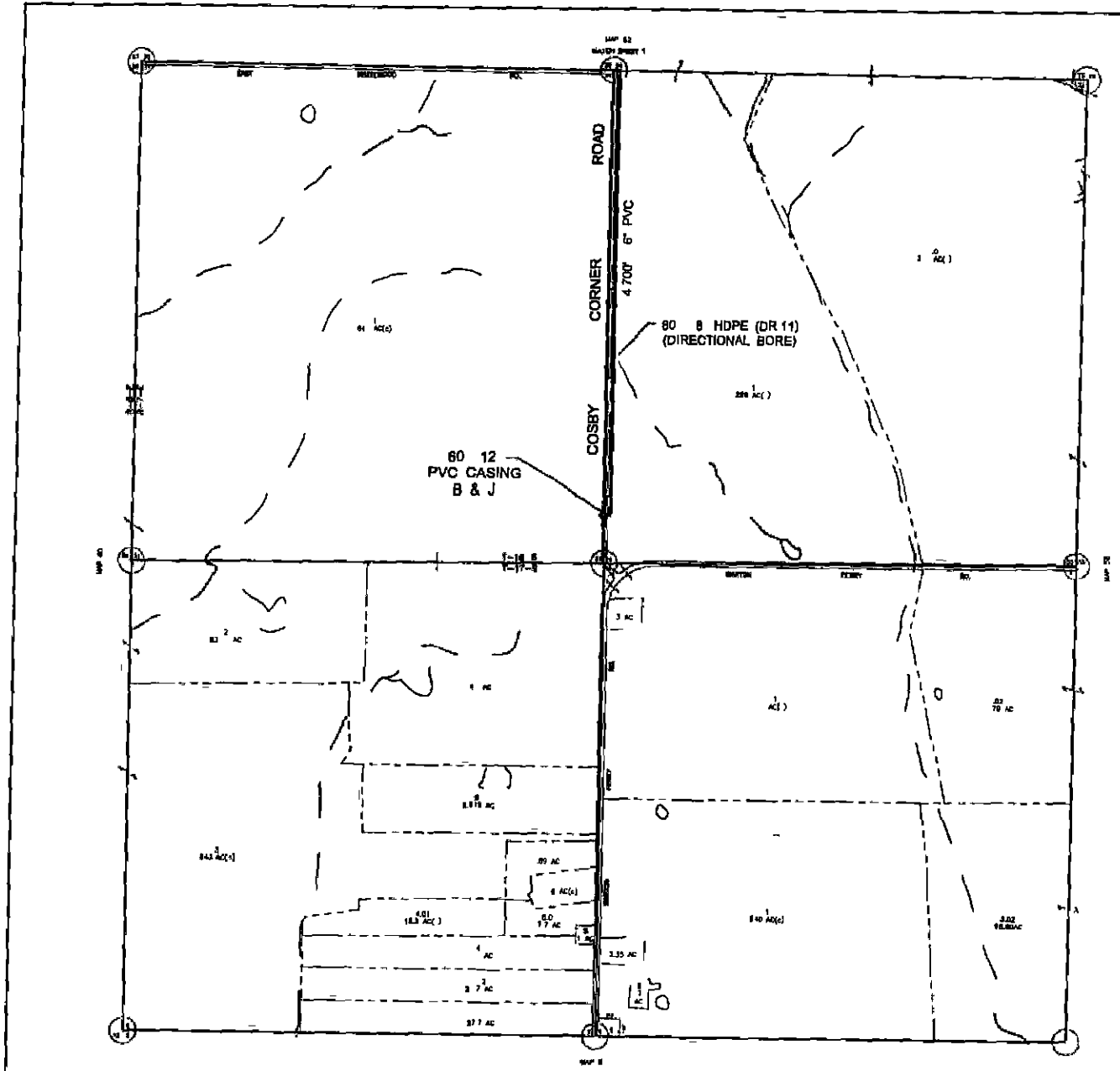
LEGEND	
EXISTING WATER LINE	---
EXISTING GATE VALVE & BOX	⊕
PROPOSED WATER MAIN	—○—
PROPOSED GATE VALVE & BOX	⊕
EXISTING BLOW OFF VALVE	⊕
HYDRAULIC POINT	⊕



BASEMAP REPRODUCED FROM COUNTY TAX MAPS

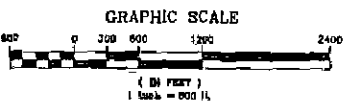
CALVERT SPRADING ENGINEERS, INC. Consulting Engineers P.O. Drawer 1079 Phone (601) 494-7701 Mt. Rest, Mississippi 38772	LAYOUT DETAIL	SHEET NO 2
CLAY COUNTY BOARD OF SUPERVISORS CLAY COUNTY MISSISSIPPI	DESIGNED/REVIEWED BY DRAWN BY CHECKED BY DATE	DATE 3-7-11

744



CLAY COUNTY		MAP NO.
SCALE: 1"=500'	TOWNSHIP: 18S & 12E	59
	RANGE: 7E	
	SECTION(S): 37, 32, 28	

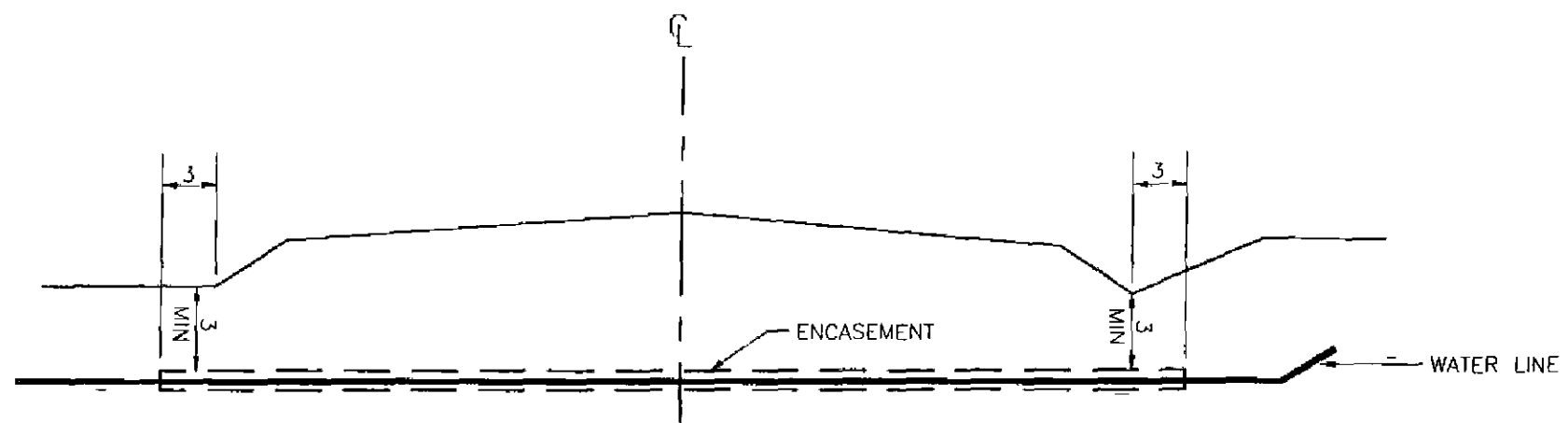
LEGEND	
EXISTING WATER LINE	---
EXISTING GATE VALVE & BOX	---o---
PROPOSED WATER MAIN	———
PROPOSED GATE VALVE & BOX	———o———
EXISTING BLOW OFF VALVE	---o---
HYDRAULIC POINT	(35)



BASEMAP REPRODUCED FROM COUNTY TAX MAPS

CALVERTY - SPECIALIZED ENGINEERING, INC. Consulting Engineers P. O. Drawn 1070 Phone (662) 484 7101 Vicksburg, Mississippi 39372	LAYOUT DETAIL	DESIGNED/DRAWN BY: _____ CHECKED BY: _____ DATE: 3-7-11	SHEET NO. 3
---	----------------------	---	-------------

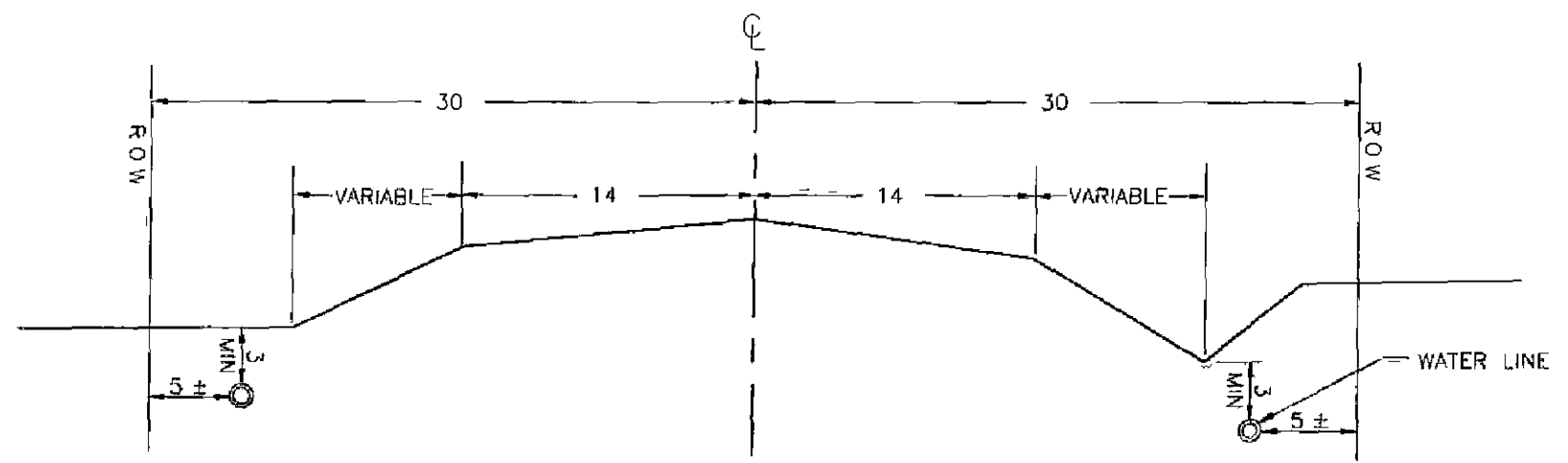
745



NOTE
CASING LENGTHS SHOWN
ON PLAN SHEETS

TYPICAL SECTION - COUNTY ROADS
BORE DETAIL

NO SCALE



PARALLEL LOCATION - COUNTY ROADS
WATER LINES

NO SCALE

H \ DETAIL \ STAIRTP - COUNTY D.M.G

**IN THE MATTER OF APPROVING AND AUTHORIZING THE SHERIFF TO
EXECUTE THE CONTRACTUAL AGREEMENT WITH GRANT ADVANTAGE**

There came on this day for consideration the matter of approving and authorizing the Sheriff to execute the contractual agreement with Grant Advantage

It appears the Sheriff is requesting authorization to enter into a contractual agreement with Grant Advantage out of Tupelo MS to assist the county in seeking grant opportunities which would benefit the Sheriff's department, primarily grant opportunities for funding assistance with the establishment and ongoing support for the K9 unit.

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to approve the said grant agreement as attached hereto as Exhibit A and doth authorize the President to execute the said agreement on behalf of the county

SO ORDERED this the 9th day of May, 2013



President

746

Grant Advantage

Audrey Todd
P O Box 4483
Tupelo, MS 38801
662 401 8730
audreyctodd@gmail.com

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES is made and entered into the 1st day of April 2013, by and between the Clay County Sheriff's Department and Grant Advantage

WITNESSED

WHEREAS, the Clay County Sheriff's Department desires to engage Grant Advantage to assist the Clay County Sheriff's Department, and Grant Advantage is willing to assist the Clay County Sheriff's Department, in becoming an independent agent on the terms and conditions set forth herein

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Clay County Sheriff's Department and Grant Advantage, agree as follows

Term. This Contract and Grant Advantage performances hereunder shall be for a period of six months commencing April 1st, 2013 and terminating October 1st, 2013, unless sooner terminated pursuant in further Paragraph

Duties of Grant Advantage shall provide the services set forth in the Statement of Work, which is attached hereto as Exhibit A and made a part hereof, and such other services as the parties may hereafter agree in writing

Duties of the Clay County Sheriff's Department The Clay County Sheriff's Department may provide the following to Grant Advantage in connection with Grant Advantage performance of services hereunder

Printing of all material produced by Grant Advantage in connection with the performance of their services to the Clay County Sheriff's Department hereunder The Clay County Sheriff's Department must provide qualified, competent personnel to assist Grant Advantage in connection with performance of their services hereunder

Accessibility and availability, as deemed necessary by an authorized office of the Clay County Sheriff's Department, to business and financial information to assist Grant Advantage in connection with their performance of their services hereunder

Grant Advantage

1

747

Consideration As compensation for Grant Advantage agreement to provide services hereunder, Grant Advantage shall be allowed to include a "Grants Management Fee" as a line item into the budget of each grant the Consultant writes for the **Clay County Sheriff's Department**. The "Grant Management Fee" shall not exceed 10% of the total grant budget. Payment for services rendered must be received by Grant Advantage within two weeks of receipt of funds from any monetary award made to the **Clay County Sheriff's Department**.

Expenses and Charges Grant Advantage may not incur or bill expenses as needed in conjunction with the performance of their services pursuant to this contract to the **Clay County Sheriff's Department**.

Independent Consultant The parties understand and agree that Grant Advantage shall at all times be considered an independent consultant, rather than a co-venture, agent, employee or officer of the **Clay County Sheriff's Department**, and that Grant Advantage shall not hold themselves out to the public as a co-venture, agent, employee, or officer of the **Clay County Sheriff's Department**. Grant Advantage shall develop their business by whatever means and methods that they deems necessary and at their own discretion. Grant Advantage shall be free to devote to their business such portion of their time, energy, effort and skills they see fit without interference from the **Clay County Sheriff's Department** except where otherwise referenced in this Contract. Solely Grant Advantage shall determine Grant Advantage work schedule, except whereas the **Clay County Sheriff's Department** requests limited accessibility during its operating hours. In conducting their business, Grant Advantage

- I Shall not be subjected to control or supervision by the **Clay County Sheriff's Department**,
- II Shall work on an irregular basis,
- III Shall work at such times as they elect, and
- IV Shall work at such locations as they elect

The **Clay County Sheriff's Department** acknowledges and agrees that Grant Advantage may engage, directly or indirectly, in any business that Grant Advantage may determine, and is not required to devote all their energies and attention exclusively for the benefit of the **Clay County Sheriff's Department**. Since Grant Advantage shall fulfill their responsibilities independent of, and without supervisory control by the **Clay County Sheriff's Department**, Grant Advantage shall not be subjected to the provisions of any rules applicable to employees of the **Clay County Sheriff's Department**. The Consultant shall make no false or misleading representations with respect to the **Clay County Sheriff's Department**.

Nothing in this Contract shall be regarded by creating any relationship between the parties other than independent consultant relationship set forth herein. Grant Advantage hereby agrees not to claim or assert, or to support third party assertion of the existence of, an employer/employee or joint venture relationship between Grant Advantage and

748

the **Clay County Sheriff's Department** As an independent, Grant Advantage understands, agrees, and acknowledges that they are responsible to secure, at their own cost and/or expense, worker's compensation and any other insurance as may be appropriate or required by law

Grant Advantage shall have no authority (I) to bind the **Clay County Sheriff's Department** in any manner for any purpose or (II) to assume or create any obligation of any kind, expressed or implied, on behalf of the **Clay County Sheriff's Department** The **Clay County Sheriff's Department** will not provide, nor will it be responsible to pay for any benefits for Grant Advantage, including but not limited to health insurance, paid vacation, paid holidays, paid sick leave or disability insurance coverage of whatever nature Any such benefits shall be secured and paid for the the Consultant, herself

The parties agree that the payments from the **Clay County Sheriff's Department** to Grant Advantage (I) constitute ordinary income to Grant Advantage, (II) are deductible from the federal gross income of the **Clay County Sheriff's Department** as an ordinary and necessary business expense under Section 162 of the Internal Revenue Code of 1986, as amended, and (III) do not constitute wages for purposes of the Federal Income Contributions Act (FICA) but constitute earnings from self-employment for purposes of FICA Grant Advantage hereby acknowledges that, as an independent consultant (non-employee), they are responsible for the payment of all their own federal income taxes and self-employment taxes together with any and all corresponding state, local, and county taxes, and Grant Advantage hereby agrees to meet such responsibilities Grant Advantage hereby waives and releases any claims they have or may have against the **Clay County Sheriff's Department** now or in the future respecting such taxes or in the failure of the **Clay County Sheriff's Department** to withhold, pay or contribute to such taxes on behalf of Grant Advantage Such waiver and release are material consideration for this Contract The parties agree to file tax returns and pay taxes consistent with such intentions, to resist (and cooperate with each other in resisting) any assertion to the contrary by any government agencies, and to indemnify each other from and against any loss or expense by reason of breach of such agreement Such agreement and obligations shall survive termination or expiration of this contract

Confidentiality of the **Clay County Sheriff's Department's** information Grant Advantage acknowledges being advised that certain data, materials and information may be disclosed to them hereunder by the **Clay County Sheriff's Department** Grant Advantage agrees to protect the confidentiality of the aforementioned information and to not disclose it or discuss it with other parties without the prior consent of the **Clay County Sheriff's Department**, provided however that

In the event Grant Advantage receives a subpoena or other validly issued administrative or judicial process or order requesting the release of the aforementioned information, Grant Advantage shall provide prompt notice to the **Clay County Sheriff's Department** of such receipt and shall allow the **Clay County Sheriff's Department** the opportunity to object to such subpoena before compliance is made If no objection is filed by the

Clay County Sheriff's Department within seven (7) days of notice of the subpoena , Grant Advantage shall thereafter be entitled to comply with subpoena or other process to the extent permitted by law

Grant Advantage shall not be liable for disclosures of the aforementioned information if such disclosures occur despite Grant Advantage exercises of the same degree of care, which they use to protect their own like information

Grant Advantage may use or disclose information (including, but not limited to, ideas, concepts, know how, techniques, and methodologies) (I) previously known to them, (II) independently developed by them, (III) acquired by them from a third party which is not, to their knowledge, under an obligation to the **Clay County Sheriff's Department** not to disclose such information, or (IV) which is or becomes publicly available through no breach of the Contract

Ownership of Documents and Materials: All original final plans and reports and other formal original documents prepared or developed by Grant Advantage pursuant to this Contract (the "Deliverables") shall, upon the **Clay County Sheriff's Department** tendering of all amounts payable hereunder, become the exclusive property of the **Clay County Sheriff's Department**. Grant Advantage shall, however, be entitled to retain their work papers and any other materials developed hereunder that are not defined herein as Deliverables. Except as provided below, use of the Deliverables, other than related to the performance by Grant Advantage of their services hereunder, without the prior consent of the **Clay County Sheriff's Department** is prohibited. This Contract shall not, however, preclude Grant Advantage from developing other original documents for themselves, or for others, which are based upon ideas, concepts, know how, and techniques related to the scope of Grant Advantage services and used in the course of providing their services to the **Clay County Sheriff's Department** (provided they contain no specific identifiable elements unique to the **Clay County Sheriff's Department** or its operations) irrespective of their similarity to the Deliverables which may be delivered to the **Clay County Sheriff's Department** pursuant to this Contract

Termination Either party hereto may terminate this Contract and Grant Advantage performance hereunder by providing the other with at least thirty days prior written notice of termination, provided, however, that this Contract and Grant Advantage performance hereunder shall immediately terminate in the event the **Clay County Sheriff's Department's** funding is decreased or terminated

Successors and Assignees. This Contract and all its terms, covenants and conditions shall be binding on, insure to the benefit of and be enforceable by the parties hereto and their respective successors and assignees

Governing Law. This Contract shall be construed in accordance with and governed by Mississippi Law, and suit if any must be brought in the State of Mississippi

Waivers and Amendments This Contract may be amended, superseded, canceled, renewed or extended, and its terms or covenants may be waived, only by a written instrument executed by the parties hereto, in the case of a waiver, executed by the party waiving compliance. The failure of any party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party or the breach of any term or covenant contained in this Contract, whether by conduct or otherwise, in any more instances, shall be deemed to be, or construed as, a further or continuing waiver of any breach, or a waiver of the breach of any similar or dissimilar term or covenant contained herein, at the same time or any prior or subsequent time. The parties reserve the right, by mutual written consent, to amend, modify, supersede, and cancel this Contract, or to waive the terms or conditions hereof, without the consent of any other person (natural or otherwise) not a party to this Contract.

Entire Contract This Contract sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, arrangements and understanding, written or oral, relating to the subject matter hereof.

Counterparts This Contract may be executed simultaneously in several identical counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the Consultant and the Clay County Sheriff's Department has executed this Contract for services as of the date and year first written above

Clay County Sheriff's Department

By 

Title Sher. 

Date 5-9-13

Grant Advantage

By _____

Title _____

Date _____

Grant Advantage

752

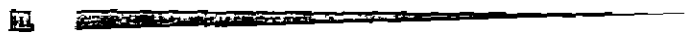


EXHIBIT A

STATEMENT OF WORK

GRANT ADVANTAGE The Consultant will research available grants on the **Clay County Sheriff's Department's** behalf, prepare grant proposals and applications attend potential funding meetings, and research, (i.e. library services, internet, identifying funders, establish contact with funders, obtaining proposal guidelines and applications, etc)

Grant Writing The Consultant will write a maximum of two grants per month in pursuit of funds from local, state, federal or private funding sources. In summary, the **Clay County Sheriff's Department** reserves the right to accept or reject any funding sources Grant Advantage pursues on its behalf

753

NO _____

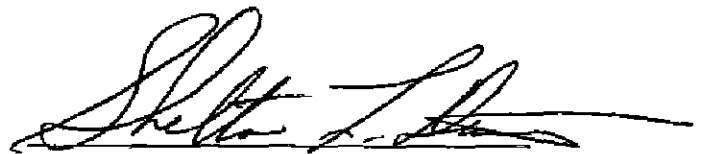
**IN THE MATTER OF AUTHORIZING THE VOIDING OF CERTAIN PERSONAL
PROPERTY RECEIPTS IN THE TAX ASSESSOR/COLLECTOR'S OFFICE**

There came on this day for consideration the matter of authorizing the voiding of certain personal property receipts in the Tax Assessor/Collector's office

It appears to this Board as attached hereto as Exhibit A are personal property receipts issued and printed in error due to the businesses being closed and no longer in operation and at this time the Assessor/Collector is requesting this Board's approval to void the said receipts which were issued in error

After motion by R B Davis and second by Luke Lummus this Board doth vote unanimously for the said personal property receipts as attached hereto as Exhibit A which were inadvertently issued to be voided

SO ORDERED this the 9th day of May, 2013



President

754

CLAY COUNTY TAX COLLECTOR
 TEREETHA RUPERT
 Personal Property Correction Slip

Assessment Number	201103511	Change Number	5
Assessment Year	2012	Change Type	CHANGE
Name and Address	H DAVIS FURNITURE 1275 HWY 45 S WEST POINT MS 39773	Date Effective	5/08/2013 13 57 28
		Date Modified	5/08/2013
		Operator ID	PLAMKIN

	<u>Previous</u>	<u>Current</u>	<u>Difference</u>
Tax District	5110	5110	
Furn/Fixtures	60	60	
Machinery/Equip			
Leased Equip			
Inventory	1500	1500	
Banks			
Debts			
Miscellaneous	156	156	
Total Value	1716	1716	
Total Tax	82 78	82 78	

NOTE BUSINESS HAD CLOSED - SHOULD NOT HAVE BILLED

I hereby certify that the above correction should be made by the collector

I hereby certify that the above correction has been made

I hereby certify that the above correction will be incorporated in the final settlement

Paige Lamkin

Assessor

Paige Lamkin

Collector

[Signature]
 Chancery Clerk

755

CLAY COUNTY TAX COLLECTOR
 TEREETHA RUPERT
 Personal Property Correction Slip

Assessment Number	201112311	Change Number	7
Assessment Year	2011	Change Type	CHANGE
Name and Address	PETTY'S PLACE 128 W MAIN ST WEST POINT MS	Date Effective	5/08/2013 13 52 17
		Date Modified	5/08/2013
		Operator ID	PLAMKIN

	<u>Previous</u>	<u>Current</u>	<u>Difference</u>
Tax District	3110	3110	
Furn/Fixtures	750	750	
Machinery/Equip			
Leased Equip			
Inventory			
Banks			
Debts			
Miscellaneous			
Total Value	750	750	
Total Tax	33 57	33 57	

- NOTE BUSINESS HAD CLOSED - SHOULD NOT HAVE BILLED

I hereby certify that the above correction should be made by the collector

Paige Hamken
 Assessor

I hereby certify that the above correction has been made

Paige Hamken
 Collector

I hereby certify that the above correction will be incorporated in the final settlement

[Signature]
 Chancery Clerk

750

CLAY COUNTY TAX COLLECTOR
TERETHA RUPERT
Personal Property Correction Slip

Assessment Number	002009002	Change Number	6
Assessment Year	2011	Change Type	CHANGE
Name and Address	L & M THRIFT SHOP 150 COTTRELL ST WEST POINT MS 39773	Date Effective	5/08/2013 13 50 35
		Date Modified	5/08/2013
		Operator ID	PLAMKIN

	<u>Previous</u>	<u>Current</u>	<u>Difference</u>
Tax District	4110	4110	
Furn/Fixtures	180	180	
Machinery/Equip			
Leased Equip			
Inventory			
Banks			
Debts			
Miscellaneous	43	43	
Total Value	223	223	
Total Tax	10 24	10 24	

NOTE BUSINESS HAD CLOSED - SHOULD NOT HAVE BILLED

I hereby certify that
the above correction
should be made by the
Collector

I hereby certify that
the above correction
has been made

I hereby certify that
the above correction
will be incorporated in
the final settlement

Paige Lamkin

Assessor

Paige Lamkin

Collector

[Signature]
Chancery Clerk

757

CLAY COUNTY TAX COLLECTOR
 TEREETHA RUPERT
 Personal Property Correction Slip

Assessment Number	000203000	Change Number	5
Assessment Year	2011	Change Type	CHANGE
Name and Address	HAIR MAKE OVER 212 HWY 45A S WEST POINT MS 39773	Date Effective	5/08/2013 13 48 49
		Date Modified	5/08/2013
		Operator ID	PLAMKIN

	<u>Previous</u>	<u>Current</u>	<u>Difference</u>
Tax District	1110	1110	
Furn/Fixtures	340	340	
Machinery/Equip			
Leased Equip			
Inventory			
Banks			
Debts			
Miscellaneous	74	74	
Total Value	414	414	
Total Tax	18 70	18 70	

NOTE BUSINESS HAD CLOSED - SHOULD NOT HAVE BILLED

I hereby certify that the above correction should be made by the Collector

I hereby certify that the above correction has been made

I hereby certify that the above correction will be incorporated in the final settlement

Paige Lamken

Assessor

Paige Lamken

Collector

[Signature]
 Changery Clerk

758

CLAY COUNTY TAX COLLECTOR
 TEREETHA RUPERT
 Personal Property Correction Slip

Assessment Number	053100101	Change Number	4
Assessment Year	2011	Change Type	CHANGE
Name and Address	D & B GROCERY 20752 HWY 46 PHEBA MS 397550000	Date Effective	5/08/2013 13 46 50
		Date Modified	5/08/2013
		Operator ID	PLAMKIN

	<u>Previous</u>	<u>Current</u>	<u>Difference</u>
Tax District	5000	5000	
Furn/Fixtures	630	630	
Machinery/Equip			
Leased Equip			
Inventory	435	435	
Banks			
Debts			
Miscellaneous	1772	1772	
Total Value	2837	2837	
Total Tax	279 73	279 73	

NOTE BUSINESS HAD CLOSED - SHOULD NOT HAVE BILLED

I hereby certify that the above correction should be made by the Collector

I hereby certify that the above correction has been made

I hereby certify that the above correction will be incorporated in the final settlement

Paige Hamken

Assessor

Paige Hamken

Collector

[Signature]
 Chancery Clerk

759

CLAY COUNTY TAX COLLECTOR
 TEREETHA RUPERT
 Personal Property Correction Slip

Assessment Number	007536311	Change Number	3
Assessment Year	2011	Change Type	CHANGE
Name and Address	COACH'S AMUSEMENT COMPANY 1340 N ESHMAN AVE WEST POINT MS 39773	Date Effective	5/08/2013 13 43 07
		Date Modified	5/08/2013
		Operator ID	PLAMKIN

	<u>Previous</u>	<u>Current</u>	<u>Difference</u>
Tax District	3110	3110	
Furn/Fixtures			
Machinery/Equip			
Leased Equip			
Inventory			
Banks			
Debts			
Miscellaneous	158	158	
Total Value	158	158	
Total Tax	7 07	7 07	

NOTE BUSINESS WAS CLOSED - SHOULD NOT HAVE BILLED

I hereby certify that the above correction should be made by the Collector

I hereby certify that the above correction has been made

I hereby certify that the above correction will be incorporated in the final settlement

Paige Lamkin
Assessor

Paige Lamkin
Collector

[Signature]
Chancery Clerk

760

NO _____

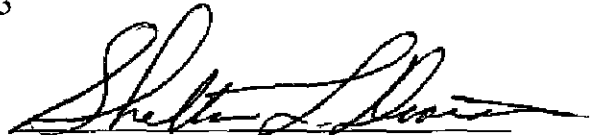
**IN THE MATTER OF APPROVING AND AUTHORIZING THE SHERIFF TO
EXECUTE THE NATCHEZ TRACE PARKWAY AGREEMENT**

There came on this day for consideration the matter of approving and authorizing the Sheriff to execute the Natchez Trace Parkway Agreement.

It appears to this Board as attached hereto as Exhibit A the Sheriff is requesting the Board to approve the said agreement between the County and the Natchez Trace Parkway to provide mutual aid assistance to the Park rangers of the Natchez Trace in the event such assistance is needed

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to approve the said agreement as attached hereto as Exhibit A and authorize the Sheriff to execute the said agreement

SO ORDERED this the 9th day of May, 2013



President

761

GENERAL AGREEMENT
between
UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
NATCHEZ TRACE PARKWAY
and
CLAY COUNTY SHERIFF'S DEPARTMENT

ARTICLE I BACKGROUND AND OBJECTIVES

This General Agreement (Agreement) is entered into by and between the United States Department of the Interior (' DOI'), National Park Service ("NPS"), acting through the Superintendent of the NATCHEZ TRACE PARKWAY ("Park"), and Board of Supervisors having authorized and acting through the Office of the Sheriff (Sheriff's Office) of CLAY County ("County"), Mississippi, (jointly "the Parties", individually "Party") to establish the terms and conditions under which emergency assistance will be provided in and outside the boundaries of the Park within the County

As used in this Agreement

The term "Chief Ranger" means the Park's senior law enforcement officer

The term "cooperating agency" means the agency without primary responsibility for law enforcement activity in the referenced geographic area but who provides law enforcement assistance to the lead agency

The term "lead agency" means the agency with primary responsibility for law enforcement activity in the referenced geographic area

The term "National Park System", as defined in 16 U S C § 1c includes any area of land and water administered by the Secretary of the DOI ("Secretary") through the NPS for park, monument, historic, parkway, recreational or other purposes

The term "Park" encompasses the entity and area authorized by 16 U S C § 460, *et seq*

The term "Park Ranger(s)" refers to person(s) designated by the Secretary, as authorized by 16 U S C § 1a-6(b), to maintain law and order and protect persons and property within areas of the National Park System", also known as Park Ranger(s) (Law Enforcement)

The term "Sheriff's Office" or "Office of the Sheriff" is used individually and collectively to refer to and include the County Sheriff *and* to persons employed and certified by the County Sheriff as qualified law enforcement officers to perform law enforcement within the territorial jurisdiction of the County and for purposes of 16 U S C § 1b(1) is recognized as a "nearby law enforcement agency"

The term "Superintendent" refers to the Superintendent of the Park

The following authorities are relevant to the NPS

762

1 Pursuant to the provisions of the Act of Congress approved August 25, 1916, entitled "An Act to establish a National Park Service, and for other purposes" (16 U S C §§ 1, *et seq*), as amended and supplemented, the Secretary, acting through the NPS, has the primary authority, jurisdiction and responsibility to maintain law and order and to protect persons and property within the National Park System. The responsibility to maintain law and order and to protect persons and property within the Park cannot be delegated to State and local governments. 16 U S C § 1a-6(c)

2 The Congress of the United States established the Park in 1938 to be administered by the Secretary as a unit of the National Park System in accordance with the provisions of 16 U S C § 460 *et seq* and the laws applicable generally to units of the National Park System (16 U S C §§ 1, *et seq*)

3 Pursuant to 16 U S C § 1a-6(b), the Secretary is authorized to designate certain officers or employees of DOI to maintain law and order and to protect persons and property within areas of the National Park System

4 Pursuant to 16 U S C § 1b(1), to facilitate the administration of the National Park System, the NPS is authorized to render emergency rescue, firefighting and cooperative assistance ("emergency assistance") outside the National Park System to nearby law enforcement and fire prevention agencies and for related purposes

5 Pursuant to 16 U S C § 1a-6(c)(2), the NPS is authorized to "cooperate, within the National Park System, with any State or political subdivision thereof in the enforcement [or] supervision of the laws or ordinances of that State or subdivision "

6 On February 3, 1983, concurrent jurisdiction over all lands within the exterior boundaries of the Park was established in accordance with the requirements of the Mississippi Code 1942 Annotated § 5970, Laws, 1935, Chapter 52 (Mississippi Code 1972 Annotated § 55-5-17) and the United States Code, 40 U S C § 255 (presently 40 U S C § 3112)

7 Pursuant to Mississippi Code Annotated (Miss Code Ann) § 99-3-1, when acting in cooperation with local law enforcement officers, Park Rangers are authorized to make arrests for crimes and offenses outside the boundary of the Park but within the County

The following authorities are relevant to the Sheriff's Office

1 Pursuant to § 135 of the Mississippi Constitution and to Miss Code Ann Title 19 Chapter 25, the Office of Sheriff is established in each county and is charged to keep the peace and to preserve law and order within the County by the detection of crime and enforcement of the general criminal laws of the State within the County

2 Pursuant to the provisions of Title 19, Chapter C, of the Miss Code Ann , the County Board of Supervisors as the governing authority of the County, with jurisdiction over matters of the police within the County, and as memorialized in the _____, 20__, minutes of the County Board of Supervisors, the Office of the Sheriff, acting through the County Sheriff, is authorized to enter into this



Agreement for cooperative action for the benefit of and in the public interest of the County

3 Pursuant to Miss Code Ann § 19-25-67, it is the duty of the Office of the Sheriff to keep the peace within the County and to enforce the laws of the State within the boundaries of the County, including that portion of the Park within the County

4 Pursuant to the provisions of Miss Code Ann § 19-25-67, "whenever necessary he [the Sheriff of the County] shall call to his aid the power of the county" to keep the peace within the County

Because both Parties recognize through long experience that violations affecting the safety and welfare of citizens, property and resources under their protection frequently involve individuals and groups operating across jurisdictional boundaries, and

Because the NPS and the Sheriff's Office have determined and agreed that providing coordinated law enforcement in and around the Park will be mutually advantageous to the effective enforcement of the law, and

Because it is to the mutual benefit of the Parties to work in harmony and to cooperate in the use of trained personnel and equipment to maximize the efficient use of limited resources where threats to human life and property arise within their respective jurisdictions,

The Parties agree as follows

ARTICLE II STATEMENT OF ACTIVITIES

A LAW ENFORCEMENT OPERATIONS AND ASSISTANCE WITHIN THE PARK

The Parties mutually understand and agree that

1 The NPS has the primary responsibility for maintaining law and order and for the protection of persons, property and resources within the geographic boundaries of the Park through the enforcement of all applicable Federal laws and regulations and that the responsibility cannot be delegated to a State or local agency

2 The NPS has primary responsibility for investigations and arrests for violations of all Federal laws in the absence of investigation by other Federal law enforcement agencies having jurisdiction

3 The NPS has primary responsibility for the investigation of accidents, injuries and fatalities occurring to all persons in the Park For those persons injured or killed while acting within the scope of employment for the County or the State, the Sheriff's Office has primary responsibility This Agreement shall not supersede the jurisdiction of the Federal Bureau of Investigation (FBI) for the investigation of fatalities on Federal lands

4 The NPS will notify the Sheriff's Office, as soon as practicable under the circumstances, of any deaths (natural or otherwise) occurring within the Park

5 The NPS will notify the Sheriff's Office, as soon as practicable under the circumstances, when a State felony is committed within the Park. The Sheriff's Office may dispatch its own investigative personnel to be briefed by NPS personnel and to cooperate in the investigation with NPS and/or other Federal law enforcement personnel.

6 The NPS will be responsible for notifying the County Coroner of fatalities occurring within the Park and for notification of the decedent's next of kin, except in those cases when the decedent(s) and/or family members of the decedent(s) are residents of the County. In such incidents, the Sheriff's Office will be responsible for notification of the decedent(s)'s next of kin.

7 The NPS and the FBI will be responsible for the investigation of Park Ranger-involved shootings within the Park. The NPS and/or the FBI may request from the Sheriff's Office the assistance of investigators and/or the use of other resources, such as scene and evidence processing teams, in the investigation of such shootings.

8 The Sheriff's Office may enforce State law within the territorial limits of the County. However, unless the NPS determines otherwise, the NPS will lead response coordination and investigation of crimes and other incidents occurring within the Park over which both Parties may assert jurisdiction. If the NPS determines that it will not take the lead, the NPS will notify the Sheriff's Office and request that it lead the response coordination and investigation.

9 The Sheriff's Office agrees to immediately, as circumstances allow, notify the NPS Communications Center when the Sheriff's Office is notified of or observes accidents, injuries, incidents or violations of law within the Park. The Sheriff's Office agrees to notify the NPS in a timely manner of any information known and/or received about or related to crimes committed within the County against Park resources, property, visitors, or residents. Further, the Sheriff's Office agrees to advise the NPS in a timely manner of any law enforcement actions or activities undertaken within the Park by the Sheriff's Office.

10 The first Party to witness an emergency incident shall take action. An emergency incident is to be generally defined as a situation stemming from an unexpected occurrence that requires immediate action and may include one or more of the following:

- a Emergency responses such as life or death incidents, serious injury/fatality, accident/incident scenes, crime scenes involving the protection of human life, Sheriff's Office or Park Ranger in trouble, threats to the health or safety of the public,
- b Incidents directly affecting public safety or health or resource protection,
- c Probable cause felonies and felonies committed in the presence of and observed by the Sheriff's Office or a Park Ranger, and
- d Misdemeanors committed in the presence of the Sheriff's Office or Park Ranger that present an immediate threat to public health or safety.

11 Under the circumstances listed in this SUBSECTION A, either (1) upon receiving an official request from the NPS or (2) without request if the Sheriff's Office first witnesses an emergency incident, the Sheriff's Office shall respond, in the spirit of mutual assistance, to the emergency incident to the extent of available personnel, equipment and finances, with the understanding that limits on the response provided will vary depending upon the seriousness of the emergency incident, the duration of the incident and the distances involved.

12 When the Sheriff's Office is the first responder to an emergency incident, it will provide initial assessment, stabilization, scene security, and where necessary, detention of witnesses and/or suspects. Upon the arrival of a Park Ranger at the emergency incident, the Sheriff's Office will relinquish control to the Park Ranger, but will continue to provide assistance, consistent with this Agreement, if requested by the Park Ranger.

13 To the extent authorized by law, each Party will honor any limitations placed upon the use, release or dissemination of information received from the other Party concerning emergency incidents.

B LAW ENFORCEMENT OPERATIONS AND ASSISTANCE INSIDE THE COUNTY AND OUTSIDE THE BOUNDARY OF THE PARK

The Parties mutually understand and agree that

1 The Sheriff's Office has the primary responsibility for maintaining law and order and for the protection of persons, property and resources within the County and outside the boundaries of the Park.

2 Park Rangers have the authority to pursue outside the exterior boundary of the Park a person who is fleeing from within the Park to avoid arrest.

3 Park Rangers have the authority to execute warrants and other process issued by a competent jurisdiction for offenses committed within the boundary of the Park.

4 Park Rangers have the authority to conduct investigations in the County for Federal offenses committed within the boundary of the Park. The Parties agree that Park Rangers, when circumstances allow, will provide advance notification to the Sheriff's Office of such investigations being conducted and of any search and/or arrest warrants being executed by Park Rangers outside the Park within the County.

5 The NPS agrees to immediately, as circumstances allow, notify the Sheriff's Office when the NPS is notified of or observes accidents, injuries, incidents or violations of law outside the Park within the County. The NPS agrees to notify the Sheriff's Office in a timely manner of any information known and/or received about or related to crimes committed within the County outside the Park.

6 The NPS may take action outside the Park in an emergency incident, which is to be generally defined as a situation stemming from an unexpected occurrence that requires immediate action and may include one or more of the following:

- a Emergency responses such as life or death incidents, serious injury/fatality accident/incident scenes, crime scenes involving the protection of human life, officer in trouble, threats to the health or safety of the public,
- b Incidents directly affecting public safety or health or resource protection,
- c Probable cause felonies and felonies committed in the presence of and observed by a Park Ranger, and
- d Misdemeanors committed in the presence of a Park Ranger that present an immediate threat to public health or safety.

7 Under the circumstances listed in this SUBSECTION B, either (1) upon receiving an official

766

request from the Sheriff's Office or (2) without request if a Park Ranger first witnesses an emergency incident, the NPS will respond, in the spirit of mutual assistance, to the emergency incident to the extent of available resources, with the understanding that limits on the response provided will vary depending upon the seriousness of the emergency, the duration of the incident and the distances involved

8 When a Park Ranger is the first responder to an emergency incident outside the Park, the Park Ranger will provide initial assessment, stabilization, scene security, and where necessary, detention of witnesses and/or suspects. Upon the arrival of the Sheriff's Office at the emergency incident, the Park Ranger will relinquish control to the Sheriff's Office, but will continue to provide assistance, consistent with this Agreement, if requested by the Sheriff's Office

9 When acting in accordance with the provisions of this Agreement, a Park Ranger shall be deemed to be acting in cooperation with the Office of the Sheriff. Under current NPS policy, however, outside the Park within the County, Park Rangers may exercise the arrest authority provided by Miss. Code Ann. § 99-3-1 only under the circumstances set forth in ¶ B 6, above

C REQUESTING ASSISTANCE

The Parties mutually understand and agree that in the event of an emergency incident, as defined in this Agreement

1 Unless precluded by exigent circumstances, the lead agency will request assistance from the cooperating agency as necessary to respond to the emergency incident

2 Unless precluded by exigent circumstances, requests for NPS assistance shall be approved by the Chief Ranger or his designee at the time of the request. Unless precluded by exigent circumstances, requests for Sheriff's Office assistance shall be approved by the County Sheriff or his designee at the time of the request

3 The Sheriff's Office and Park Rangers are responsible for notifying their respective Communications Center that a request for assistance has been made or received. Each Party's Communications Center is responsible for notifying appropriate supervisory personnel within its organization

D GENERAL PARAMETERS FOR ASSISTANCE

The Parties mutually understand and agree that

1 The Sheriff's Office or Park Rangers who in the performance of their official duties observe an emergency incident in the other Party's jurisdiction shall

a Secure and manage the scene of the incident,

b As quickly as circumstances permit, notify the lead agency Communications Center of the incident,

c As quickly as circumstances permit, notify the cooperating agency's Communications Center of the incident,

- d Relinquish control of the incident to the first arriving Sheriff's Office/Park Ranger from the lead agency, regardless of their rank, and
- e Discontinue assistance when
 - (i) The lead agency has sufficient resources at the incident to manage/control the incident,
 - (ii) The emergency no longer exists, or
 - (iii) Requested to do so by the lead agency or by a supervisor in their own agency

2 The Sheriff's Office or Park Rangers who respond to a request for assistance to an emergency incident shall

- a Notify their respective Communications Center, if not yet notified,
- b Report to a representative of the lead agency,
- c Provide cooperative assistance to the lead agency, subject to the laws, regulations and policies of their employing agency, and
- d Discontinue assistance when
 - (i) The lead agency has sufficient resources at the incident to manage/control the incident,
 - (ii) The emergency no longer exists, or
 - (iii) Requested to do so by the lead agency or by a supervisor in their own agency

E COORDINATION OF ASSISTANCE

The Parties mutually understand and agree that

1 The emergency incident commander of the lead agency shall coordinate the activities of all Sheriff's Office personnel/Park Rangers who are rendering emergency or supplementary assistance, provided that coordination of the Sheriff's Office/Park Rangers from the cooperating agency shall be exercised through a supervisor or other employee designated by the cooperating agency and identified to the on-scene commanding officer of the lead agency

- 2 When possible, the Parties agree to
 - a Assign assisting Sheriff's Office/Park Rangers to one or more Sheriff's Office/Park Rangers from the lead agency
 - b Utilize Unified Incident Command or incorporate a Sheriff's Office/Park Ranger, preferably a supervisor, from the cooperating agency as an agency representative in the incident command structure of the lead agency

3 Coordination of the law enforcement emergency incidents within the Park will utilize the Incident Command System

F COMPENSATION FOR EMERGENCY INCIDENT ASSISTANCE

The Parties mutually understand and agree that

1 Neither the Sheriff's Office nor Park Rangers shall receive any monetary compensation for services rendered pursuant to this Agreement except through their respective agency

2 Each Party shall bear its own costs for furnishing services under this Agreement, and neither Party shall collect reimbursement for those costs from the other

3 Nothing in this Agreement shall be construed to bind either Party to expend in any one fiscal year any sum in excess of funds appropriated by its governing body or allocated by the Party for the purpose of this Agreement

4 Any and all claims, demands, and causes of action against the other Party and its employees are waived by each Party and its employees and each Party and its employees are released from any and all liability arising out of or resulting from activities in compliance with this Agreement Each Party shall be solely responsible for any and all claims, demands, and causes of action filed against the Party by third parties arising out of or resulting from the activities of its employees pursuant to this Agreement, including, but not limited to, the costs of investigating and defending against such claims, demands, and causes of action and the costs of paying any compromise settlement, judgments, assessed costs, or fees (including attorney's fees)

G JOINT RESPONSIBILITIES

The Parties mutually understand and agree that

1 The Chief Ranger of the Park and the Sheriff shall jointly administer this Agreement

2 The NPS and the Sheriff's Office will provide mutual assistance upon request during emergency incidents, including public safety incidents, civil disturbances, or natural disasters, occurring within or adjacent to the Park in the County, to the extent of available resources and to the extent permitted by law and the terms of this Agreement

3 The Sheriff's Office and Park Rangers providing assistance shall be on duty and, will be, to the extent possible, in uniform and in a marked vehicle of their employing Party

4 Park Rangers and the Sheriff's Office exercising authority vested by the other Party under this Agreement shall carry the identifying credentials issued by their employing Party

5 The Sheriff's Office and Park Rangers providing emergency assistance pursuant to this Agreement shall remain under the authority and control of their employing Party and shall be subject to the laws, regulations and policies of their employing Party

6 The actions of the Sheriff's Office and the Park Rangers taken in compliance with the terms of this Agreement shall be deemed as occurring within the scope of their employment with their employing Party and shall be deemed as acting in cooperation with the other Party The Sheriff's Office and the Park Rangers acting in compliance with the terms of this Agreement shall not be deemed to be employees, agents or borrowed servants of the other Party

7 Each Party will provide the other Party with incident reports when such reports are needed by the other Party, subject to any legal and policy constraints of the providing Party Only to the extent authorized by law, the release of reports to third parties, including, for example, other cooperating

769

agencies, may occur but shall be subject to prior review by the providing Party

8 When incidents within the Park within the County attract media attention, news and information releases will be coordinated between the NPS and the Sheriff's Office. All investigations of offenses occurring within the Park that meet State thresholds for felony categorization will be credited in news releases generated by both Parties as being cooperatively and jointly undertaken by both the NPS and the Sheriff's Office, as well as any other entity or agency with significant involvement

9 Joint reviews of mutual aid incidents will be conducted, when appropriate. Reviews may range from on-scene discussions among field personnel to scheduled meetings chaired by the Chief Ranger or his designee and the Sheriff or his designee

10 The NPS and the Sheriff's Office shall be authorized to transmit and receive radio transmissions on authorized radio frequencies assigned to each Party while cooperating during an emergency incident, search and rescue operation, or other matter subject to this Agreement and requiring immediate communication

11 Subject to availability of personnel and materials, the Parties agree to cooperate in law enforcement training opportunities and to share special resources and equipment

12 Nothing in this Agreement shall be construed as affecting or influencing the prosecutorial authorities, responsibilities and prerogatives of the U S Attorney General, the United States Attorney, the State Attorney General or the County Prosecutor

13 On an annual basis, the Parties will assign a supervisor to "ride along" with a supervisor of the other Party, for the purpose of fostering a mutual understanding of the other Party's responsibilities and methods of operation and for the purpose of fostering interagency cooperation

ARTICLE III TERM OF AGREEMENT

Unless it is terminated earlier by a Party pursuant to Article VI below, this Agreement shall be effective for a period of five (5) years from the date of completion of the following

1 Execution by the authorized signatories, and

2 As may be required by the laws of the State of Mississippi, a copy of the fully executed Agreement is duly recorded

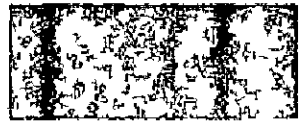
ARTICLE IV NOTICE

All notices regarding this Agreement shall be directed to the following Key Official for each Party
For the National Park Service

Chief Park Ranger, Sarah Davis, 662-680-4014

For the Sherriff's Office

_____ [name, title and contact information]



Should the Key Official or the contact information for a Key Official change, advance written notice of such change shall be provided to the other Party

ARTICLE V PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the Parties, any property furnished by one Party to the other shall remain the property of the furnishing Party

ARTICLE VI MODIFICATION AND TERMINATION

This Agreement, including any attachments and/or documents incorporated by reference, is the sole and entire agreement of the Parties. This Agreement may be modified only by a written instrument executed by both Parties and attached hereto

Either Party may terminate this Agreement by providing the other Party with sixty (60) days advance written notice

ARTICLE VII STANDARD CLAUSES

A **Civil Rights** During the performance of this Agreement, the Parties shall not discriminate against any person because of race, color, religion, sex, disabilities, age, sexual orientation or national origin. The Parties will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, disabilities, age, sexual orientation or national origin

B **Promotional Materials** The County and Sheriff's Office shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications, whether digital or hard copy) which state or imply endorsement by the Federal Government, the Department, any bureau or Government employee of a product, service, or position which the County or Sheriff's Office represents. No release of information relating to this Agreement may state or imply that the Federal Government or any unit thereof approves the County's or Sheriff's Office work product or considers the County's or Sheriff's Office work product to be superior to other products or services

C **Public Information Release** The County and Sheriff's Office must obtain prior approval from the Chief Ranger for any public information release which refers to the Department of the Interior, or to any bureau, park unit, or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval

The NPS must obtain prior approval from the Sheriff's Office for any public information release

771

which refers to the County or any employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.

D Anti-Deficiency Act. As required by the Anti-Deficiency Act, 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

E The Sheriff's Office is not an agent or representative of the United States, the Department of the Interior, or the NPS, nor shall the Sheriff's Office represent itself as such to any third party. The NPS is not an agency or representative of the Sheriff's Office, or the County or of the State of Mississippi, nor shall the NPS represent itself as such to any third party.

F Unless expressly stated herein, nothing in this Agreement is intended to grant any rights or provide any benefits to any third party.

G Nothing in this Agreement shall preclude the NPS or the Sheriff's Office from entering into similar agreements with other parties or providers at such times and places as may be necessary to carry out the missions of the NPS or the Sheriff's Office.

H Nothing contained in this Agreement shall be construed or applied to limit or restrict the investigative jurisdiction of any Federal law enforcement agency, and nothing shall be construed or applied to affect any right of the jurisdiction of the State of Mississippi to exercise civil and criminal jurisdiction within the Park.

I This Agreement supersedes all prior agreements between the Parties regarding the matters set forth herein.


ARTICLE VIII AUTHORIZING SIGNATURES

U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
NATCHEZ TRACE PARKWAY

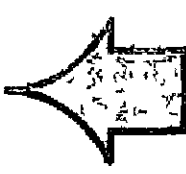
By _____
Dale Wilkerson, Acting Superintendent

Date

CLAY COUNTY SHERIFF'S OFFICE

By 
Laddie Huffman, Sheriff

5/9/13
Date



772

GENERAL AGREEMENT
between
UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
NATCHEZ TRACE PARKWAY
and
CLAY COUNTY SHERIFF'S DEPARTMENT

ARTICLE I BACKGROUND AND OBJECTIVES

This General Agreement (Agreement) is entered into by and between the United States Department of the Interior ("DOI"), National Park Service ("NPS"), acting through the Superintendent of the NATCHEZ TRACE PARKWAY ("Park"), and Board of Supervisors having authorized and acting through the Office of the Sheriff (Sheriff's Office) of CLAY County ("County"), Mississippi, (jointly "the Parties", individually "Party") to establish the terms and conditions under which emergency assistance will be provided in and outside the boundaries of the Park within the County

As used in this Agreement

The term "Chief Ranger" means the Park's senior law enforcement officer

The term "cooperating agency" means the agency without primary responsibility for law enforcement activity in the referenced geographic area but who provides law enforcement assistance to the lead agency

The term "lead agency" means the agency with primary responsibility for law enforcement activity in the referenced geographic area

The term "National Park System", as defined in 16 U S C § 1c includes any area of land and water administered by the Secretary of the DOI ("Secretary") through the NPS for park, monument, historic, parkway, recreational or other purposes

The term "Park" encompasses the entry and area authorized by 16 U S C § 460, *et seq*

The term "Park Ranger(s)" refers to person(s) designated by the Secretary, as authorized by 16 U S C § 1a-6(b), to "maintain law and order and protect persons and property within areas of the National Park System", also known as Park Ranger(s) (Law Enforcement)

The term "Sheriff's Office" or "Office of the Sheriff" is used individually and collectively to refer to and include the County Sheriff *and* to persons employed and certified by the County Sheriff as qualified law enforcement officers to perform law enforcement within the territorial jurisdiction of the County and for purposes of 16 U S C § 1b(1) is recognized as a "nearby law enforcement agency"

The term "Superintendent" refers to the Superintendent of the Park

The following authorities are relevant to the NPS

773

1 Pursuant to the provisions of the Act of Congress approved August 25, 1916, entitled "An Act to establish a National Park Service, and for other purposes" (16 U S C §§ 1, *et seq*), as amended and supplemented, the Secretary acting through the NPS has the primary authority, jurisdiction and responsibility to maintain law and order and to protect persons and property within the National Park System. The responsibility to maintain law and order and to protect persons and property within the Park cannot be delegated to State and local governments. 16 U S C § 1a-6(c)

2 The Congress of the United States established the Park in 1938 to be administered by the Secretary as a unit of the National Park System in accordance with the provisions of 16 U S C § 460 *et seq* and the laws applicable generally to units of the National Park System (16 U S C §§ 1, *et seq*)

3 Pursuant to 16 U S C § 1a-6(b), the Secretary is authorized to designate certain officers or employees of DOI to maintain law and order and to protect persons and property within areas of the National Park System

4 Pursuant to 16 U S C § 1b(1), to facilitate the administration of the National Park System, the NPS is authorized to render emergency rescue, firefighting and cooperative assistance ("emergency assistance") outside the National Park System to nearby law enforcement and fire prevention agencies and for related purposes

5 Pursuant to 16 U S C § 1a-6(c)(2), the NPS is authorized to "cooperate, within the National Park System, with any State or political subdivision thereof in the enforcement [or] supervision of the laws or ordinances of that State or subdivision "

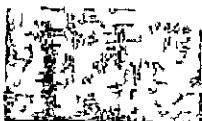
6 On February 3, 1983 concurrent jurisdiction over all lands within the exterior boundaries of the Park was established in accordance with the requirements of the Mississippi Code 1942 Annotated § 5970, Laws, 1935, Chapter 52 (Mississippi Code 1972 Annotated § 55-5-17) and the United States Code, 40 U S C § 255 (presently 40 U S C § 3112)

7 Pursuant to Mississippi Code Annotated (Miss Code Ann) § 99-3-1, when acting in cooperation with local law enforcement officers, Park Rangers are authorized to make arrests for crimes and offenses outside the boundary of the Park but within the County

The following authorities are relevant to the Sheriff's Office

1 Pursuant to § 135 of the Mississippi Constitution and to Miss Code Ann Title 19 Chapter 25, the Office of Sheriff is established in each county and is charged to keep the peace and to preserve law and order within the County by the detection of crime and enforcement of the general criminal laws of the State within the County

2 Pursuant to the provisions of Title 19, Chapter C, of the Miss Code Ann , the County Board of Supervisors as the governing authority of the County, with jurisdiction over matters of the police within the County, and as memorialized in the _____, 20___, minutes of the County Board of Supervisors, the Office of the Sheriff, acting through the County Sheriff, is authorized to enter into this



Agreement for cooperative action for the benefit of and in the public interest of the County

3 Pursuant to Miss Code Ann § 19-25-67, it is the duty of the Office of the Sheriff to keep the peace within the County and to enforce the laws of the State within the boundaries of the County, including that portion of the Park within the County

4 Pursuant to the provisions of Miss Code Ann § 19-25-67, "whenever necessary he [the Sheriff of the County] shall call to his aid the power of the county" to keep the peace within the County

Because both Parties recognize through long experience that violations affecting the safety and welfare of citizens, property and resources under their protection frequently involve individuals and groups operating across jurisdictional boundaries, and

Because the NPS and the Sheriff's Office have determined and agreed that providing coordinated law enforcement in and around the Park will be mutually advantageous to the effective enforcement of the law, and

Because it is to the mutual benefit of the Parties to work in harmony and to cooperate in the use of trained personnel and equipment to maximize the efficient use of limited resources where threats to human life and property arise within their respective jurisdictions

The Parties agree as follows

ARTICLE II STATEMENT OF ACTIVITIES

A **LAW ENFORCEMENT OPERATIONS AND ASSISTANCE WITHIN THE PARK**

The Parties mutually understand and agree that

1 The NPS has the primary responsibility for maintaining law and order and for the protection of persons, property and resources within the geographic boundaries of the Park through the enforcement of all applicable Federal laws and regulations and that the responsibility cannot be delegated to a State or local agency

2 The NPS has primary responsibility for investigations and arrests for violations of all Federal laws in the absence of investigation by other Federal law enforcement agencies having jurisdiction

3 The NPS has primary responsibility for the investigation of accidents, injuries and fatalities occurring to all persons in the Park For those persons injured or killed while acting within the scope of employment for the County or the State, the Sheriff's Office has primary responsibility This Agreement shall not supersede the jurisdiction of the Federal Bureau of Investigation (FBI) for the investigation of fatalities on Federal lands

4 The NPS will notify the Sheriff's Office, as soon as practicable under the circumstances, of any deaths (natural or otherwise) occurring within the Park

775

5 The NPS will notify the Sheriff's Office, as soon as practicable under the circumstances, when a State felony is committed within the Park. The Sheriff's Office may dispatch its own investigative personnel to be briefed by NPS personnel and to cooperate in the investigation with NPS and/or other Federal law enforcement personnel.

6 The NPS will be responsible for notifying the County Coroner of fatalities occurring within the Park and for notification of the decedent's next of kin, except in those cases when the decedent(s) and/or family members of the decedent(s) are residents of the County. In such incidents, the Sheriff's Office will be responsible for notification of the decedent(s)'s next of kin.

7 The NPS and the FBI will be responsible for the investigation of Park Ranger-involved shootings within the Park. The NPS and/or the FBI may request from the Sheriff's Office the assistance of investigators and/or the use of other resources, such as scene and evidence processing teams, in the investigation of such shootings.

8 The Sheriff's Office may enforce State law within the territorial limits of the County. However, unless the NPS determines otherwise, the NPS will lead response coordination and investigation of crimes and other incidents occurring within the Park over which both Parties may assert jurisdiction. If the NPS determines that it will not take the lead, the NPS will notify the Sheriff's Office and request that it lead the response coordination and investigation.

9 The Sheriff's Office agrees to immediately, as circumstances allow, notify the NPS Communications Center when the Sheriff's Office is notified of or observes accidents, injuries, incidents or violations of law within the Park. The Sheriff's Office agrees to notify the NPS in a timely manner of any information known and/or received about or related to crimes committed within the County against Park resources, property, visitors, or residents. Further, the Sheriff's Office agrees to advise the NPS in a timely manner of any law enforcement actions or activities undertaken within the Park by the Sheriff's Office.

10 The first Party to witness an emergency incident shall take action. An emergency incident is to be generally defined as a situation stemming from an unexpected occurrence that requires immediate action and may include one or more of the following:

- a Emergency responses such as life or death incidents, serious injury/fatality, accident/incident scenes, crime scenes involving the protection of human life, Sheriff's Office or Park Ranger in trouble, threats to the health or safety of the public,
- b Incidents directly affecting public safety or health or resource protection,
- c Probable cause felonies and felonies committed in the presence of and observed by the Sheriff's Office or a Park Ranger, and
- d Misdemeanors committed in the presence of the Sheriff's Office or Park Ranger that present an immediate threat to public health or safety.

11 Under the circumstances listed in this SUBSECTION A, either (1) upon receiving an official request from the NPS or (2) without request if the Sheriff's Office first witnesses an emergency incident, the Sheriff's Office shall respond, in the spirit of mutual assistance, to the emergency incident to the extent of available personnel, equipment and finances, with the understanding that limits on the response provided will vary depending upon the seriousness of the emergency incident, the duration of the incident and the distances involved.

12 When the Sheriff's Office is the first responder to an emergency incident, it will provide initial assessment, stabilization, scene security, and where necessary, detention of witnesses and/or suspects. Upon the arrival of a Park Ranger at the emergency incident, the Sheriff's Office will relinquish control to the Park Ranger, but will continue to provide assistance, consistent with this Agreement if requested by the Park Ranger.

13 To the extent authorized by law, each Party will honor any limitations placed upon the use, release or dissemination of information received from the other Party concerning emergency incidents.

B LAW ENFORCEMENT OPERATIONS AND ASSISTANCE INSIDE THE COUNTY AND OUTSIDE THE BOUNDARY OF THE PARK

The Parties mutually understand and agree that

1 The Sheriff's Office has the primary responsibility for maintaining law and order and for the protection of persons, property and resources within the County and outside the boundaries of the Park.

2 Park Rangers have the authority to pursue outside the exterior boundary of the Park a person who is fleeing from within the Park to avoid arrest.

3 Park Rangers have the authority to execute warrants and other process issued by a competent jurisdiction for offenses committed within the boundary of the Park.

4 Park Rangers have the authority to conduct investigations in the County for Federal offenses committed within the boundary of the Park. The Parties agree that Park Rangers, when circumstances allow, will provide advance notification to the Sheriff's Office of such investigations being conducted and of any search and/or arrest warrants being executed by Park Rangers outside the Park within the County.

5 The NPS agrees to immediately, as circumstances allow, notify the Sheriff's Office when the NPS is notified of or observes accidents, injuries, incidents or violations of law outside the Park within the County. The NPS agrees to notify the Sheriff's Office in a timely manner of any information known and/or received about or related to crimes committed within the County outside the Park.

6 The NPS may take action outside the Park in an emergency incident, which is to be generally defined as a situation stemming from an unexpected occurrence that requires immediate action and may include one or more of the following:

- a Emergency responses such as life or death incidents, serious injury/fatality accident/incident scenes, crime scenes involving the protection of human life, officer in trouble, threats to the health or safety of the public,
- b Incidents directly affecting public safety or health or resource protection,
- c Probable cause felonies and felonies committed in the presence of and observed by a Park Ranger, and
- d Misdemeanors committed in the presence of a Park Ranger that present an immediate threat to public health or safety.

7 Under the circumstances listed in this SUBSECTION B, either (1) upon receiving an official

request from the Sheriff's Office or (2) without request if a Park Ranger first witnesses an emergency incident, the NPS will respond, in the spirit of mutual assistance, to the emergency incident to the extent of available resources, with the understanding that limits on the response provided will vary depending upon the seriousness of the emergency, the duration of the incident and the distances involved

8 When a Park Ranger is the first responder to an emergency incident outside the Park, the Park Ranger will provide initial assessment, stabilization, scene security, and where necessary, detention of witnesses and/or suspects Upon the arrival of the Sheriff's Office at the emergency incident, the Park Ranger will relinquish control to the Sheriff's Office, but will continue to provide assistance consistent with this Agreement, if requested by the Sheriff's Office

9 When acting in accordance with the provisions of this Agreement, a Park Ranger shall be deemed to be acting in cooperation with the Office of the Sheriff Under current NPS policy, however, outside the Park within the County, Park Rangers may exercise the arrest authority provided by Miss Code Ann § 99-3-1 only under the circumstances set forth in ¶ B 6, above

C REQUESTING ASSISTANCE

The Parties mutually understand and agree that in the event of an emergency incident as defined in this Agreement

1 Unless precluded by exigent circumstances, the lead agency will request assistance from the cooperating agency as necessary to respond to the emergency incident

2 Unless precluded by exigent circumstances, requests for NPS assistance shall be approved by the Chief Ranger or his designee at the time of the request Unless precluded by exigent circumstances, requests for Sheriff's Office assistance shall be approved by the County Sheriff or his designee at the time of the request

3 The Sheriff's Office and Park Rangers are responsible for notifying their respective Communications Center that a request for assistance has been made or received Each Party's Communications Center is responsible for notifying appropriate supervisory personnel within its organization

D GENERAL PARAMETERS FOR ASSISTANCE

The Parties mutually understand and agree that

1 The Sheriff's Office or Park Rangers who in the performance of their official duties observe an emergency incident in the other Party's jurisdiction shall

a Secure and manage the scene of the incident,

b As quickly as circumstances permit, notify the lead agency Communications Center of the incident,

c As quickly as circumstances permit notify the cooperating agency's Communications Center of the incident,

- d Relinquish control of the incident to the first arriving Sheriff's Office/Park Ranger from the lead agency, regardless of their rank, and
- e Discontinue assistance when
 - (i) The lead agency has sufficient resources at the incident to manage/control the incident,
 - (ii) The emergency no longer exists, or
 - (iii) Requested to do so by the lead agency or by a supervisor in their own agency

2 The Sheriff's Office or Park Rangers who respond to a request for assistance to an emergency incident shall

- a Notify their respective Communications Center, if not yet notified,
- b Report to a representative of the lead agency,
- c Provide cooperative assistance to the lead agency, subject to the laws, regulations and policies of their employing agency, and
- d Discontinue assistance when
 - (i) The lead agency has sufficient resources at the incident to manage/control the incident,
 - (ii) The emergency no longer exists, or
 - (iii) Requested to do so by the lead agency or by a supervisor in their own agency

E COORDINATION OF ASSISTANCE

The Parties mutually understand and agree that

1 The emergency incident commander of the lead agency shall coordinate the activities of all Sheriff's Office personnel/Park Rangers who are rendering emergency or supplementary assistance, provided that coordination of the Sheriff's Office/Park Rangers from the cooperating agency shall be exercised through a supervisor or other employee designated by the cooperating agency and identified to the on-scene commanding officer of the lead agency

- 2 When possible, the Parties agree to
 - a Assign assisting Sheriff's Office/Park Rangers to one or more Sheriff's Office/Park Rangers from the lead agency
 - b Utilize Unified Incident Command or incorporate a Sheriff's Office/Park Ranger, preferably a supervisor, from the cooperating agency as an agency representative in the incident command structure of the lead agency

3 Coordination of the law enforcement emergency incidents within the Park will utilize the Incident Command System

F COMPENSATION FOR EMERGENCY INCIDENT ASSISTANCE

The Parties mutually understand and agree that

1 Neither the Sheriff's Office nor Park Rangers shall receive any monetary compensation for services rendered pursuant to this Agreement except through their respective agency

2 Each Party shall bear its own costs for furnishing services under this Agreement, and neither Party shall collect reimbursement for those costs from the other

3 Nothing in this Agreement shall be construed to bind either Party to expend in any one fiscal year any sum in excess of funds appropriated by its governing body or allocated by the Party for the purpose of this Agreement

4 Any and all claims, demands, and causes of action against the other Party and its employees are waived by each Party and its employees and each Party and its employees are released from any and all liability arising out of or resulting from activities in compliance with this Agreement. Each Party shall be solely responsible for any and all claims, demands, and causes of action filed against the Party by third parties arising out of or resulting from the activities of its employees pursuant to this Agreement, including, but not limited to, the costs of investigating and defending against such claims, demands, and causes of action and the costs of paying any compromise settlement, judgments, assessed costs, or fees (including attorney's fees)

G JOINT RESPONSIBILITIES

The Parties mutually understand and agree that

1 The Chief Ranger of the Park and the Sheriff shall jointly administer this Agreement

2 The NPS and the Sheriff's Office will provide mutual assistance upon request during emergency incidents, including public safety incidents, civil disturbances, or natural disasters, occurring within or adjacent to the Park in the County, to the extent of available resources and to the extent permitted by law and the terms of this Agreement

3 The Sheriff's Office and Park Rangers providing assistance shall be on duty and, will be, to the extent possible, in uniform and in a marked vehicle of their employing Party

4 Park Rangers and the Sheriff's Office exercising authority vested by the other Party under this Agreement shall carry the identifying credentials issued by their employing Party

5 The Sheriff's Office and Park Rangers providing emergency assistance pursuant to this Agreement shall remain under the authority and control of their employing Party and shall be subject to the laws, regulations and policies of their employing Party

6 The actions of the Sheriff's Office and the Park Rangers taken in compliance with the terms of this Agreement shall be deemed as occurring within the scope of their employment with their employing Party and shall be deemed as acting in cooperation with the other Party. The Sheriff's Office and the Park Rangers acting in compliance with the terms of this Agreement shall not be deemed to be employees, agents or borrowed servants of the other Party

7 Each Party will provide the other Party with incident reports when such reports are needed by the other Party, subject to any legal and policy constraints of the providing Party. Only to the extent authorized by law, the release of reports to third parties, including, for example, other cooperating

agencies, may occur but shall be subject to prior review by the providing Party

8 When incidents within the Park within the County attract media attention, news and information releases will be coordinated between the NPS and the Sheriff's Office. All investigations of offenses occurring within the Park that meet State thresholds for felony categorization will be credited in news releases generated by both Parties as being cooperatively and jointly undertaken by both the NPS and the Sheriff's Office, as well as any other entity or agency with significant involvement.

9 Joint reviews of mutual aid incidents will be conducted, when appropriate. Reviews may range from on-scene discussions among field personnel to scheduled meetings chaired by the Chief Ranger or his designee and the Sheriff or his designee.

10 The NPS and the Sheriff's Office shall be authorized to transmit and receive radio transmissions on authorized radio frequencies assigned to each Party while cooperating during an emergency incident, search and rescue operation, or other matter subject to this Agreement and requiring immediate communication.

11 Subject to availability of personnel and materials, the Parties agree to cooperate in law enforcement training opportunities and to share special resources and equipment.

12 Nothing in this Agreement shall be construed as affecting or influencing the prosecutorial authorities, responsibilities and prerogatives of the U.S. Attorney General, the United States Attorney, the State Attorney General or the County Prosecutor.

13 On an annual basis, the Parties will assign a supervisor to "ride along" with a supervisor of the other Party, for the purpose of fostering a mutual understanding of the other Party's responsibilities and methods of operation and for the purpose of fostering interagency cooperation.

ARTICLE III TERM OF AGREEMENT

Unless it is terminated earlier by a Party pursuant to Article VI below, this Agreement shall be effective for a period of five (5) years from the date of completion of the following:

1 Execution by the authorized signatories, and

2 As may be required by the laws of the State of Mississippi, a copy of the fully executed Agreement is duly recorded.

ARTICLE IV NOTICE

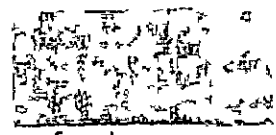
All notices regarding this Agreement shall be directed to the following Key Official for each Party:

For the National Park Service

Chief Park Ranger, Sarah Davis, 662 680-4014

For the Sheriff's Office

_____ [name, title and contact information]



Should the Key Official or the contact information for a Key Official change, advance written notice of such change shall be provided to the other Party

ARTICLE V PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the Parties, any property furnished by one Party to the other shall remain the property of the furnishing Party

ARTICLE VI MODIFICATION AND TERMINATION

This Agreement, including any attachments and/or documents incorporated by reference, is the sole and entire agreement of the Parties. This Agreement may be modified only by a written instrument executed by both Parties and attached hereto

Either Party may terminate this Agreement by providing the other Party with sixty (60) days advance written notice

ARTICLE VII STANDARD CLAUSES

A. Civil Rights During the performance of this Agreement, the Parties shall not discriminate against any person because of race, color, religion, sex, disabilities, age, sexual orientation or national origin. The Parties will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, disabilities, age, sexual orientation or national origin

B. Promotional Materials The County and Sheriff's Office shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications, whether digital or hard copy) which state or imply endorsement by the Federal Government, the Department, any bureau or Government employee of a product, service, or position which the County or Sheriff's Office represents. No release of information relating to this Agreement may state or imply that the Federal Government or any unit thereof approves the County's or Sheriff's Office work product or considers the County's or Sheriff's Office work product to be superior to other products or services

C. Public Information Release The County and Sheriff's Office must obtain prior approval from the Chief Ranger for any public information release which refers to the Department of the Interior, or to any bureau, park unit, or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval

The NPS must obtain prior approval from the Sheriff's Office for any public information release

782

which refers to the County or any employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.

D Anti-Deficiency Act As required by the Anti-Deficiency Act, 31 U S C § 1341, nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

E The Sheriff's Office is not an agent or representative of the United States, the Department of the Interior, or the NPS, nor shall the Sheriff's Office represent itself as such to any third party. The NPS is not an agency or representative of the Sheriff's Office, or the County or of the State of Mississippi, nor shall the NPS represent itself as such to any third party.

F Unless expressly stated herein, nothing in this Agreement is intended to grant any rights or provide any benefits to any third party.

G Nothing in this Agreement shall preclude the NPS or the Sheriff's Office from entering into similar agreements with other parties or providers at such times and places as may be necessary to carry out the missions of the NPS or the Sheriff's Office.

H Nothing contained in this Agreement shall be construed or applied to limit or restrict the investigative jurisdiction of any Federal law enforcement agency, and nothing shall be construed or applied to affect any right of the jurisdiction of the State of Mississippi to exercise civil and criminal jurisdiction within the Park.

I This Agreement supersedes all prior agreements between the Parties regarding the matters set forth herein.

ARTICLE VIII AUTHORIZING SIGNATURES

U S DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
NATCHEZ TRACE PARKWAY

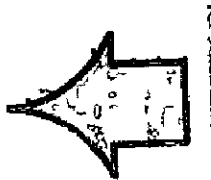
By _____
Dale Wilkerson, Acting Superintendent

Date

CLAY COUNTY SHERIFF'S OFFICE

By _____
~~Laddie Huffman, Sheriff~~
EDDIE SCOTT

Date



NO. _____

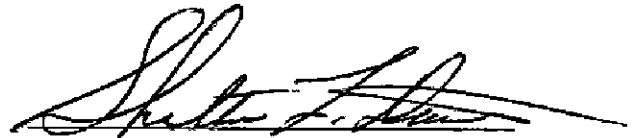
**IN THE MATTER OF APPROVING ADVERTISING RESOURCES FOR CLAY
COUNTY MS**

There came on this day for consideration the matter of approving advertising resources for Clay County MS

It appears to this Board as attached hereto as Exhibit A a request from the Daily Times Leader to purchase an advertisement in the Grid Iron Review which runs every Fall or Spring in the amount of \$350 or \$150 to promote the County and the Resources of the County

After motion by R. B David and second by Lynn Horton this Board votes unanimously to purchase a half page advertisement in the Grid Iron Review Magazine as attached hereto as Exhibit A in the amount of \$350 00as advertising resources for Clay County

SO ORDERED this the 9th day of May, 2013



President

784

CLAY COUNTY

GRIDIRON

SPRING 2013

R E V I E W



SENIORS 2013

JEB STEVENS •
OAK HILL ACADEMY

TEZ LANE •
WEST POINT

WILL-CORBEN ROGERS
HEBRON CHRISTIAN SCHOOL

785


NO _____

IN THE MATTER OF GOING INTO CLOSED SESSION

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

After motion by R B Davis and second by Lynn Horton this Board doth vote
unanimously to go into closed session

SO ORDERED this the 9th day of May, 2013



President

NO _____

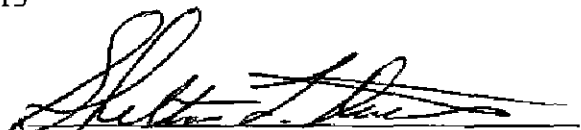
**IN THE MATTER OF GOING FROM CLOSED SESSION INTO EXECUTIVE
SESSION**

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

It appears to this Board a personnel matter needs to be discussed by the Board and
therefore should be discussed in executive session as allowed by *Miss Code* Section 25-41-7 (4)

After motion by Luke Lummus and second by Floyd McKee this Board doth vote
unanimously to go into executive session

SO ORDERED this the 9th day of May, 2013



President

786

NO _____

IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION

There came on this day for consideration the matter of coming out of executive session
After motion by Lynn Horton and second by Luke Lummus this Board doth vote
unanimously to come out of executive session

SO ORDERED this the 9th day of May, 2013



President

787

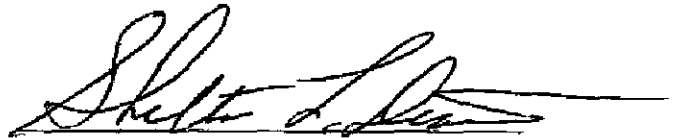
NO. _____

**IN THE MATTER OF APPROVING THE MINUTES FROM THE PUBLIC HEARING
HELD MONDAY, MAY 6, 2013 AT THE CLAY COUNTY COURTHOUSE
REGARDING THE CDBG GRANT FOR THE SILOAM WATER ASSOCIATION**

There came on this day for consideration the matter of approving the minutes from the public hearing held Monday, May 6, 2013, at the Clay County Courthouse regarding the CDBG Grant for the Siloam Water Association.

After motion by Lynn Horton and second by R. B. Davis this Board doth vote unanimously to approve of the minutes as attached hereto as Exhibit A from the CDBG Grant public hearing for the Siloam Water Association

SO ORDERED this the 9th day of May, 2013



President

788

Clay County
FY13 CDBG Public Hearing
Clay County Courthouse
May 6, 2013
9 00 a m

The FY13 Community Development Block Grant (CDBG) Public Hearing was conducted at the Clay County Courthouse on Monday, May 6, 2013 at 9 00 a m. The purpose of the meeting was to announce the intent of Clay County to apply for a FY13 Public Facilities Community Development Block Grant to address the need of a water well for Siloam Water Association located in rural Clay County.

Phylis Benson, Project Analyst of Golden Triangle Planning and Development District, reported that the State of Mississippi anticipates receiving approximately \$23 million for the FY13 Program which has been allocated as follows:

Public Facilities-\$11,839,157, Economic Development-\$11,199,732, State Administration-\$800,000

Ms. Benson stated that all CDBG activities must address at least one (1) of three (3) National Objectives:

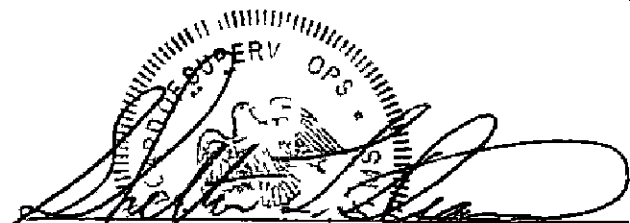
- Benefit Low-to-Moderate Income Persons,
- Aid in the prevention or elimination of slums or blight,
- Meet other community development needs having a particular urgency because existing conditions pose a threat to the health or welfare of the community and where other financial resources are not available to meet such needs.

Ms. Benson then reviewed the various deadlines for CDBG project submittal.

The County's previously received CDBG's that have been successfully completed and closed-out were reviewed. Ms. Benson then explained the activities for which CDBG funds could be used, and the rating system utilized for project award. She also informed those present that written comments regarding the use of grant funds would be accepted until May 13, 2013. It was also stated that technical assistance could be made available to persons of low-and-moderate income in the development of program input and that this project would not result in the displacement of individuals.

The floor was then opened for discussion and questions. Ms. Benson further explained that the County's most pressing issue is the need for a water well for Siloam Water Association. Members of the Association were present and stressed the importance of the well and how the current situation poses an urgent threat to the health and welfare of the area's citizens. President Deanes reiterated the importance of grant funds to the success of this endeavor.

There being no further discussions, the meeting was adjourned.


Shelton Deanes, President
Clay County Board of Supervisors

5/9/13
Date

789

**A RESOLUTION
AUTHORIZING CLAY COUNTY
TO COMMIT FUNDS OTHER THAN CDBG FUNDS
TO A PROJECT UNDER THE
MISSISSIPPI COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM**

WHEREAS, the State of Mississippi has funds available under the Mississippi Community Development Block Grant (CDBG) Program for cities, towns and counties to address public facilities and economic development needs, and

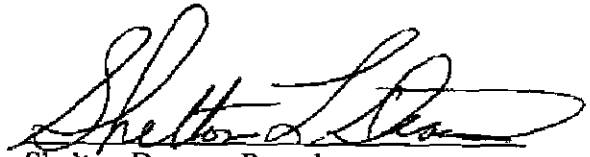
WHEREAS, citizens of Clay County have specific community development needs and problems which can be corrected or alleviated by using grant funds under the Mississippi Community Development Block Grant Program, and

WHEREAS, Clay County and Siloam Water Association intend to leverage CDBG Public Facilities funds with other funds in order to provide maximum use of program funds,

NOW, THEREFORE, BE IT RESOLVED, that Clay County does hereby commit, \$117,800 to be derived from Siloam Water Association to leverage said CDBG funds for the proposed public facilities water well improvements project to alleviate a threat to health

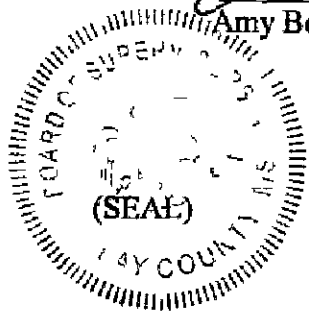
SO ORDERED, THIS 9th DAY OF May 2013, BY THE CLAY COUNTY IN REGULAR SESSION

CLAY COUNTY


Shelton Deanes, President
Clay County Board of Supervisors

ATTEST


Amy Berry, Chancery Clerk




790

CERTIFICATIONS

Chief Executive Officer's Certification

To the best of my knowledge and belief, the applicant has no outstanding serious audit or monitoring findings on previously funded CDBG projects, and all data contained in this application is true and correct. Its submission has been duly authorized by the governing body. I certify that all requirements of the state's citizen participation plan are being followed and ensure to the greatest extent feasible, that training and employment opportunities generated by this project be given to low income residents of the Section 3 project area and that contracts for work in connection with this project be awarded to qualified Section 3 Business Concerns. I also certify that no work on this project has been accomplished and that no work will be undertaken until environmental clearance has been obtained and a contract with MDA has been executed.


Signature, Chief Elected Official

President
Title (typed)

Shelton L. Deanes
Name (typed)

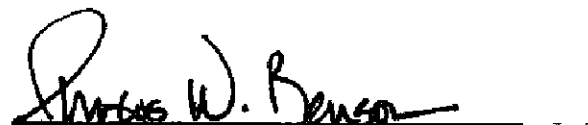
Date

(662) 494-3124
Office Telephone Number

(662) 295-6110
Alternate Telephone Number

Application Preparer's Certification

I certify that I am not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the Community Development Block Grant Program, and I also affirm that all data contained in this application is true and correct.


Signature, Application Preparer

Golden Triangle PDD
Company

Phylis W. Benson
Name (typed)

Date

(662) 320-2007
Office Telephone Number

791

GRANT SURVEY SUMMARY AND DISCLOSURE FORM

Applicant Clay County (Siloam Water Association)

This form must be completed and signed by the surveyor(s) and the chief elected official of the applicant. Along with all associated survey forms, this document must be submitted on the designated application due date.

County	Total # of Households	Total # of Beneficiaries	# of Low/Mod Beneficiaries	% of Low-Mod Beneficiaries
Clay County				

IDIS Numbers	Total	Hispanic	IDIS Numbers	Total	Hispanic
11 White			20 Other Multi-Racial		
12 Black/African American			21 Female Heads of Household		
13 Asian			22 Number of Minorities		
14 American Indian/Alaskan Native			23 Number of Elderly (+62)		
15 Native Hawaiian/Other Pacific Islander			24 Number of Handicapped		
16 American Indian/Alaskan Native and White			25 Number of Children 18 or Younger		
17 Asian and White					
18 Black/African American and White					
19 American Indian/Alaskan Native and Black/African American					
TOTAL (NUMBERS 1-20)					

I hereby certify that to the best of my knowledge the above information, as well as information found in all grant survey forms pertaining thereto are correct and has been gathered in an appropriate and ethical manner. I also understand that the intentional falsification of any survey information associated with this grant application shall immediately result in the disqualification of the applicant's immediate eligibility and possible future eligibility as determined appropriate by the Mississippi Development Authority. Additionally, I understand that any person intentionally falsifying survey information in connection with this or any other grant application shall be subject to the denial of participation in the CDBG Program and/or fined and/or imprisoned in accordance with state and federal statutes and regulations.

I hereby acknowledge that I have read and understand the above paragraph.

Surveyor 1 Harvey Cummings (Please Print) Signature Harvey Cummings (Date) 5/16/13

Surveyor 2 ALAN Gates (Please Print) Signature Alan Gates (Date) 5/16/13

Surveyor 3 Nelly M Gable (Please Print) Signature Nelly M Gable (Date) 5/16/13

Note If there are more than three (3) surveyors, this form should be copied and the remaining surveyors should sign accordingly.

Chief Elected Official Shelton L Deanes (Please Print) Signature Shelton L Deanes (Date)

792

GRANT SURVEY SUMMARY AND DISCLOSURE FORM

Applicant Clay County (Siloam Water Association)

This form must be completed and signed by the surveyor(s) and the chief elected official of the applicant. Along with all associated survey forms this document must be submitted on the designated application due date.

County	Total # of Households	Total # of Beneficiaries	# of Low/Mod Beneficiaries	% of Low-Mod Beneficiaries
Clay County				

IDIS Numbers	Total	Hispanic	IDIS Numbers	Total	Hispanic
11 White			20 Other Multi-Racial		
12 Black/African American			21 Female Heads of Household		
13 Asian			22 Number of Minorities		
14 American Indian/Alaskan Native			23 Number of Elderly (+62)		
15 Native Hawaiian/Other Pacific Islander			24 Number of Handicapped		
16 American Indian/Alaskan Native and White			25 Number of Children 18 or Younger		
17 Asian and White					
18 Black/African American and White					
19 American Indian/Alaskan Native and Black/African American					
TOTAL (NUMBERS 1-20)					

I hereby certify that, to the best of my knowledge, the above information, as well as information found in all grant survey forms pertaining thereto, are correct and has been gathered in an appropriate and ethical manner. I also understand that the intentional falsification of any survey information associated with this grant application shall immediately result in the disqualification of the applicant's immediate eligibility and possible future eligibility as determined appropriate by the Mississippi Development Authority. Additionally, I understand that any person intentionally falsifying survey information in connection with this or any other grant application shall be subject to the denial of participation in the CDBG Program and/or fined and/or imprisoned in accordance with state and federal statutes and regulations.

I hereby acknowledge that I have read and understand the above paragraph.

Surveyor 1 MARY WILLIAMS Signature Mary Williams 5/16/13
 (Please Print) (Date)

Surveyor 2 _____ Signature _____ (Date)

Surveyor 3 _____ Signature _____ (Date)

Note If there are more than three (3) surveyors, this form should be copied and the remaining surveyors should sign accordingly.

Chief Elected Official Shelton L. Deanes Signature Shelton L. Deanes
 (Please Print) (Date)

793

**IN THE MATTER OF VACATING THE OFFICE OF DISTRICT 4 ELECTION
COMMISSIONER**

There came on this day for consideration the matter of vacating the office of District 4 Election Commissioner

It appears to this Board at the last Board meeting held Monday, May 6, 2013, a public hearing was scheduled as outlined in Section 23-15-211 of *Mississippi Code* for today at 10 30 to determine whether or not to declare a vacancy of office for the office of District 4 Election Commissioner, Wendy Fuller, and,

It appears the hearing was called to order and conducted today at 10 30 and members of the community were invited and present as indicated by the hearing sign in sheet as attached hereto as Exhibit A, and,

It appears to this Board Wendy Fuller was given an opportunity to discuss and make comments on her situation with the Board of Supervisors and distribute any documentation relevant to her attaining her certification, and,

It appears to this Board as outlined in Section 23-15-211 of the *Mississippi Code* this Board is charged with the duty of identifying if exigent circumstances existed in not receiving the necessary training certification from the Secretary of State's office

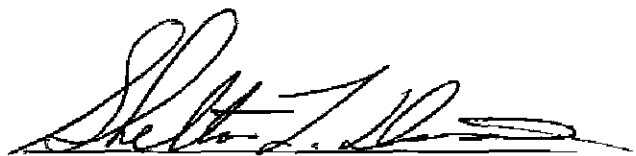
R B Davis moved that this Board find and adjudicated that exigent circumstances did not exist in Wendy Fuller's not receiving her training Certification from the Secretary of State's Office and that the office of District 4 Election Commissioner should be vacated The motion was seconded by Luke Lummus The President called for a vote from each Supervisor as follows

Supervisor Horton	Nay
Supervisor Lummus	Aye
Supervisor Davis	Aye
Supervisor Deanes	Nay
Supervisor McKee	Aye

THEREFORE, it is the majority vote of this Board that exigent circumstances did not exist in Wendy Fuller not receiving her training Certification from the Secretary of State's office and that as outlined in Section 23-15-211 of the *Mississippi Code* the said office of District 4 Election Commissioner shall be vacated due to failing to file the said Certificate by the April 30th deadline

SO ORDERED this the 9th day of May, 2013

794



President

Hearings 5/9/13

Wendy Fuller Hearing } to determine whether or not to declare a vacancy of office

1. Shelton L Dean clay co.
2. Spurna Baker
3. ~~Giff D D~~
4. ~~G. Gray to Hatley~~
5. ~~John E. Key~~
6. ~~Bobby Derby~~
7. ~~B. B. [unclear]~~
8. ~~John [unclear]~~
9. ~~Mike clay CD~~
10. ~~[unclear]~~
11. R. Melony LINK
12. BEAN JONES - PARKER
13. Larry Skafford
14. ~~[unclear]~~
15. Bob Marshall
16. ~~[unclear]~~
17. Wendy Fuller



DELBERT HOSEMANN
Secretary of State

May 2, 2013

The Honorable Wendy Fuller
Clay County Election Commission Dist 4
P O Box 251
Prairie, MS 39756

Re 2013 County Election Commissioner Certification, Notice of Appeal Determination

Dear Ms Fuller

The office of the Secretary of State has received your letter of appeal and supporting documentation. Chief of Staff Diane Hawks and the Mississippi Secretary of State Elections Certification Review Board evaluated your appeal materials and other elections training materials maintained by our office. We are sorry to inform you that your appeal has been denied. It is the finding of this office that you failed to meet the necessary statutory training obligations. Consequently, the Secretary of State will not issue you a certification to conduct elections.

As you know, our office has been working in cooperation with the Office of the Attorney General, the Office of the State Auditor and the Election Commissioners Association of Mississippi to ensure election officials charged with administering the county elections are properly trained with regard to election law and procedure as required by *Mississippi Code Section 23-15-211*.

The Secretary of State offered election certification training in Philadelphia, Mississippi on January 24 -25, 2013 at the Election Commissioners Association of Mississippi Annual Convention. You agreed that you missed some portion of *Absentee Voting Procedures for Uniformed and Overseas Voters, presented by the Office of the Attorney General*, at that time. As a result, our office training staff informed you that were not eligible to be certified until you attended a later session. On January 18, 2013, via regular mail, the Secretary of State sent initial notice to you and all other election commissioners who lacked sufficient certification training that make-up sessions had been scheduled for February 12-13 2013 and April 17-18, 2013 in Jackson.

On February 6, 2013, detailed information regarding both make-up sessions was posted to the Secretary of State's public website, in which all election commissioners are encouraged to check regularly for training updates. On March 11, 2013, via certified mail, the Secretary of State sent notice to you and all other election commissioners who lacked sufficient certification training and failed to attend the February make-up session, that the final make-up session had been scheduled to be held on April 17-18, 2013, in Jackson, Mississippi and you would be required to attend in order to receive your certification.

401 Mississippi Street
Post Office Box 136
Jackson Mississippi 39205

telephone (601) 359-1350
facsimile (601) 359-1499
www.sos.ms.gov

796

On April 2, 2013, Director of Elections Administration / HAVA Administrator, Matt Grubbs, attempted to contact you at the telephone numbers provided in the contact information below and left a voicemail informing you of the upcoming final make-up session, as he contacted all other election commissioners who lacked sufficient certification training by telephone. On April 2, 2013, via regular mail, the Secretary of State sent a second and final notice to you, and all other election commissioners who lacked sufficient certification training and failed to attend the February make-up session, that the final make-up session had been scheduled to be held on April 17-18, 2013, in Jackson, Mississippi and you would be required to attend in order to receive your certification. Finally, on April 8, 2013, Mr Grubbs attempted to contact you once more at the telephone numbers provided in the contact information below and left another voicemail informing you of the upcoming final make-up session and the urgency of your attendance. All above-mentioned correspondence was sent to the address listed in your contact information we have on file below, which is the sole address provided by you to our office. Copies of all communications are enclosed.

County	Position	District	Last Name	First Name	Address	City, State, Zip	Primary Telephone	Secondary Telephone	Email
CLAY COUNTY	CHAIR	DIST 4	FULLER	WENDY	P O BOX 251	PRAIRIE MS 39756	(662) 492-5953	(662) 617-1811	NONE

The Secretary of State's Office conducted the final makeup certification session, as scheduled, on April 17-18, 2013 at Mississippi Public Broadcasting Auditorium in Jackson, Mississippi. You neither attended, nor informed, this office of your inability to attend until the morning of April 18, 2013. By the time you contacted this office, the sessions which you had previously failed to attend had already been completed or were in progress.

Pursuant to Mississippi Code Sections 23-15-211 and 23-15-153, County Election Commissioners must attend election certification training within 12 months prior to conducting an election. Any commissioner who fails to complete Secretary of State sponsored training will not receive certification, may be removed from office, and will not be paid. Any Election conducted by an official who has not received mandatory statutory certification training could be subject to legal challenge.

If we can provide any additional information, or if you have any further questions, do not hesitate to contact Matt Grubbs at 601-359-6582 or Lindsay Leonard Kellum at 601-359-6687.

Sincerely yours,



Kim Turner
Assistant Secretary of State, Elections Division

Enclosures
cc w/ encl

Clay County Board of Supervisors
Clay County Chancery Clerk

797



DELBERT HOSEMANN
Secretary of State

TO County Elections Commissioners and Circuit Clerks unable to attend 2013 ECAM Convention

FROM Matt Grubbs
Director of Elections Administration/ HAVA Administrator

CC Kim Turner Assistant Secretary of State for Elections Lindsay Leonard, Elections Training Coordinator

DATE January 18 2013

SUBJECT 2013 Elections Certification Training Make up Sessions

The Secretary of State's Office will conduct two (2) Elections Certification Make-Up Training sessions for County Election Officials that will be held in February and April of 2013. These training sessions are for those that will not be able to attend the Elections Certification Training at the Election Commissioners Association of Mississippi (ECAM) Convention, January 22-25th 2013 at the Silver Star Casino in Philadelphia. The first session will be held on February 12-13th, 2013, followed by one Final Make-up session on April 17-18, 2013 (with Orientation Make-up for Newly Elected / Appointed Commissioners scheduled for the morning of the first day of the April Session). February 12-13 will be located at the MSOS North Street Office, Jackson and the April 17-18 session will be held at the MS Public Broadcasting Auditorium (3825 Ridgewood Rd. Jackson, MS 39211). Please Note. Location for the April session is subject to change based on number of registrations and to save on facility costs.

Please be advised that state law requires the County Election Commissioners to attend at least one elections certification training session per year, i.e. within 12 months prior to conducting an election (Miss. Code Ann. §23-15-211). Circuit Clerks are invited to attend one of these sessions as well. No other county certification training sessions are scheduled to be offered this calendar year beyond the dates of the sessions noted above. According to state law (Miss. Code Ann. §23-15-211), the County Board of Supervisors shall pay members of the County Election Commission to attend training events a per diem in the amount provided in the code (Miss. Code Ann. §23-15-153). Please be aware that your Board of Supervisors must approve this travel and include it on their meeting minutes. Should the commissioner fail to attend orientation and certification training, they will not receive certification and, pursuant to Miss. Code Ann. Section § 23-15-211, they may be removed from office and, pursuant to Miss. Code Ann. Section § 15-153 will not be paid. Please make every effort to attend this very important training.

Attached you will find the pre-registration form. The Certification Sessions will be held from 1:30 pm to 5:00 pm on the first day of the session (February 12 / April 17) and 8:00 am – 5:00 pm on the second day of the session (on February 13 / April 18) with a break for lunch each day (Note: Lunch will not be provided by the MSOS). The only Orientation Make-Up Session we will offer is April 17 from 8:00 am-12:00 pm. Also, please try to arrive about 20 minutes early, in order to sign in and find your seat, as the session will start on time. Lastly, please remember, Pre-registration is mandatory. Please complete the enclosed form and return it to our office by mail or fax no later than February 11, 2013 for the first session and no later than April 15, 2013 for the final session to the attention of Lindsay Leonard.

To access training materials, please visit our website at:
<http://www.sos.ms.gov/page.aspx?s=7&s1=1&s2=135>

Please fax or mail your completed registration form by the deadlines indicated above
to the attention of

Lindsay Leonard
Elections Training Coordinator
MS Secretary of State's Office
401 Mississippi Street
Jackson, MS 39205
Lindsay.Leonard@sos.ms.gov
Phone 601-359-6687

Fax 601-575-2545 Fax #2 601-359-5019

If you have questions or need further information, please call Lindsay Leonard, Elections Training Coordinator at 601-359-6687 or Matt Grubbs, Director of Elections Administration/ HAVA Administrator at (601) 359-6582

798



DELBERT HOSEMANN
Secretary of State
PRE-REGISTRATION FORM

2013 COUNTY ELECTION COMMISSIONER CERTIFICATION TRAINING MAKE-UP SESSIONS

NAME _____
MAILING ADDRESS _____
CITY _____ STATE _____ ZIP _____
COUNTY _____
PHONE _____ SECONDARY PHONE _____
EMAIL ADDRESS _____

(Registration confirmation will be sent via email! Please include!)

PLEASE INDICATE THE SESSION YOU WISH TO ATTEND

_____ FEBRUARY 12 13, 2013, CERTIFICATION 1 30 PM – 5 00 PM ON FEB 12 AND 8 00 AM – 5 00 PM ON FEB 13 AT MSOS OFFICE, 700 NORTH ST, JACKSON (*PRE-REG DUE BY FEB 11*) **PLEASE NOTE ORIENTATION WILL NOT BE OFFERED AT THIS SESSION**

_____ APRIL 17-18, 2013, ORIENTATION 8 00 AM – 12 00 PM, CERTIFICATION 1 30 PM – 5 00 PM ON APRIL 17 AND 8 00 AM – 5 00 PM ON APRIL 18 AT MPB AUDITORIUM, JACKSON (*PRE-REG DUE BY APRIL 15*) **PLEASE NOTE LOCATION SUBJECT TO CHANGE**
ARE YOU ATTENDING ORIENTATION? YES OR NO (PLEASE CIRCLE)

PLEASE INDICATE YOUR POSITION

_____ ELECTION COMMISSION CHAIR
_____ ELECTION COMMISSIONER NEWLY ELECTED / APPOINTED? YES OR NO (PLEASE CIRCLE)
_____ CIRCUIT CLERK
_____ DEPUTY CLERK
_____ OTHER, PLEASE DESCRIBE _____

PLEASE MARK THE TYPE OF VOTING DEVICE USED

_____ TSX TOUCH SCREEN / DRE (STATEWIDE VOTING SYSTEM)
_____ M100 PRECINCT SCANNER (DESOTO, LEE, YALOBUSHA, HARISON COUNTIES)
_____ IVOTRONIC VOTING MACHINE (RANKIN COUNTY)
_____ OTHER _____

Please find materials that are needed for this training here
<http://www.sos.ms.gov/page.aspx?s=7&s1=1&s2=135>

***PRE-REGISTRATION DUE BY FEBRUARY 11, 2013 OR APRIL 15, 2013 DEPENDING ON SESSION CHOSEN.**

Please return this form to
Lindsay Leonard
Elections Training Coordinator
MS Secretary of State's Office
Post Office Box 136
Jackson MS 39205-0136
Lindsay.Leonard@sos.ms.gov
(601) 359-6687
Fax 601 576-2545
Fax #2 601 359 5019

PLEASE NOTE

- 1 If you are unable to attend the entire session you will not receive certification.
- 2 The address used to complete this pre-registration form is the address to which your Certificate will be mailed.
- 3 Training on your voting system will not be offered if we do not receive pre-registration forms noting that system.
- 4 Lunch will not be provided by MSOS

799



DELBERT HOSEMANN
Secretary of State

2013 Election Commissioners Certification Training, Make-Up Session #1, MSOS North Street Office, Jackson

Day 1
Tuesday, February 12, 2013

1 30 pm – 3 00 pm	Election Day Procedures Affidavit Ballots & Resolution Boards, Purging & Voter Roll Maintenance	Kim Turner Assistant Secretary of State, Elections Division
3 00 pm – 4 00 pm	Integrity in Elections & Voter Fraud	Margarette Meeks Special Assistant Attorney General, Attorney General's Office
4 00 pm – 4 30 pm	Completion of Forms & Adjournment	Lindsay Leonard, Elections Training Coordinator

Day 2
Wednesday, February 13, 2013

8 00 am – 9 00 am	Attorney General Opinions	Phil Carter Special Assistant Attorney General
9 00 am – 10 00 am	Absentee Balloting, UOCAVA	Liz Bohm Special Assistant Attorney General
10 00 am – 11 00 am	Election Day Logistics	Drew Martin, Senior Attorney Elections
11 00 am – 12 00 pm	Compensation of Election Commissioners	Mark Johnson, State Auditor's Office Division
12 00 pm – 1 30 pm	<i>Lunch (not provided by MSOS)</i>	
1 30 pm – 2 00 pm	Canvassing and Certifying An Election	Matt Grubbs Director of Elections Administration / HAVA Administrator
2 00 pm – 3 00 pm	Using Technology to Conduct Successful Elections	Madalan Lennep PMP Elections Consultant
3 00 pm – 3 15 pm	Evaluations & Certification Completion	Lindsay Leonard Elections Training Coordinator

2013 ECAM Make-Up Session #1 - Adjourned

800



DELBERT ROSEMAN
Secretary of State

2013 ELECTION COMMISSIONERS CERTIFICATION TRAINING TENTATIVE AGENDA. MAKE-UP SESSION #1

DAY 1
ORIENTATION MAKE-UP AND CERTIFICATION, PART I OF II
WEDNESDAY, APRIL 17, 2013

ORIENTATION BEGINS:

8 00 AM – 8.30 AM	DUTIES OF AN ELECTION COMMISSIONER	KIM TURNER, ASSISTANT SECRETARY OF STATE. ELECTIONS DIVISION
8.30 AM – 9 00 AM	PURGING BASICS	DREW MARTIN, SENIOR ATTORNEY ELECTIONS DIVISION
9 00 AM – 9.30 AM	INTRODUCTION TO SEMS	MADALAN LENNEP, PMP ELECTIONS CONSULTANT
9.30 AM – 10 00 AM	USING THE MS ELECTIONS CODE	LIZ BOLIN SPECIAL ASSISTANT ATTORNEY
10 00 AM – 12 00 PM	VOTING DEVICE TRAINING <ul style="list-style-type: none">• TSX MACHINE • WINVOTE AVS	DERRICK COOPER, ELECTIONS SYSTEMS TRAINING SPECIALIST MARILYN AVERY, ELECTIONS CONSULTANT
12 00 PM – 1.30 PM	<i>LUNCH (NOT PROVIDED BY MSOS)</i>	

CERTIFICATION BEGINS:

1 30 PM – 2.30 PM	INTEGRITY IN ELECTIONS & VOTER FRAUD	ROGER CRIBB INVESTIGATOR, ATTORNEY GENERAL'S OFFICE
2 30 PM – 3.30 PM	CANVASSING AND CERTIFYING AN ELECTION	MATT GRUBBS DIRECTOR OF ELECTIONS ADMINISTRATION / HAVA ADMINISTRATOR
4 00 PM – 4.30 PM	COMPLETION OF FORMS & ADJOURNMENT	LINDSAY LEONARD, ELECTIONS TRAINING COORDINATOR

801



DELBERT HOSEMANN
Secretary of State

DAY 2

THURSDAY, APRIL 18, 2013

8 00 AM – 9 00 AM	ATTORNEY GENERAL OPINIONS	PHIL CARTER SPECIAL ASSISTANT ATTORNEY GENERAL
9 00 AM – 10 00 AM	ABSENTEE BALLOTING, UOCAVA	LIZ BOLIN SPECIAL ASSISTANT ATTORNEY GENERAL
10 00 AM – 11 00 AM	USING TECHNOLOGY TO CONDUCT SUCCESSFUL ELECTIONS	MADALAN LENNEP, PMP ELECTIONS CONSULTANT
11 00 AM – 12.00 PM	COMPENSATION OF ELECTION COMMISSIONERS	MARK JOHNSON STATE AUDITOR S OFFICE
12.00 PM – 1.30 PM	<i>LUNCH (NOT PROVIDED BY MSOS)</i>	
1:30 PM – 3 00 PM	ELECTION DAY PROCEDURES AFFIDAVIT BALLOTS & RESOLUTION BOARDS , PURGING & VOTER ROLL MAINTENANCE	KIM TURNER, ASSISTANT SECRETARY OF STATE, ELECTIONS DIVISION
3 00 PM – 4.00 PM	ELECTION DAY LOGISTICS	DREW MARTIN SENIOR ATTORNEY, ELECTIONS DIVISION
4:00 PM – 4:30 PM	EVALUATIONS & CERTIFICATION COMPLETION	LINDSAY LEONARD ELECTIONS TRAINING COORDINATOR

**2013 ECAM FINAL MAKE-UP SESSION
ADJOURNED**

802

- 23 15 241 Election bailiff to keep peace
- 23 15 243 Selection of election bailiff if none designated
- 23 15 245 Duties of election bailiff polls to be open and clear
- 23 15 247 Ballot boxes
- 23 15 249 Procedure when pollbooks or ballot boxes not distributed
- 23 15 251 Duties of manager designated to receive and distribute ballots
- 23 15 253 Managers to be furnished stationery and blank forms
- 23 15 255 Voting compartments shelves and tables information required to be posted at precinct polling place on election day
- 23 15 257 Duties of marshal or chief of police in municipal elections
- 23 15 259 Authority of boards of supervisors availability of facilities for use at polling places
- 23 15 261 Certification of service as managers and clerks
- 23 15 263 Duties of county executive committees at primary elections
- 23 15 265 Meeting of county executive committee appointment of managers and clerks by committee
- 23 15 266 Executive committee authorized to enter into agreements regarding conduct of elections if certain criteria met.
- 23 15 267 Primary election ballot boxes penalty for failure to deliver ballot boxes
- 23 15 269 Penalty for violation of election law by election official
- 23 15 271 Election integrity assurance committee

§ 23-15-211 Board of election commissioners and registrar elections training seminar, certification of seminar participants, compensation of commissioners attending seminar, authorization by Secretary of State of additional training days, comprehensive poll worker training program

(1) There shall be a State Board of Election Commissioners to consist of the Governor, the Secretary of State and the Attorney General, any two of whom may perform the duties required of the board, a board of election commissioners in each county to consist of five (5) persons who are elected to the county in which they are to act, and a registrar in each county who shall be the clerk of the circuit court, unless he shall be shown to be an incompetent person to register the names of the electors therein

(2) The board of supervisors of each county shall pay members of the county election commission for attending training events a per diem in the amount provided in Section 23-15-153 however, except as otherwise provided in this section, the per diem shall not be paid to an election commissioner for more than twelve (12) days of training per year and shall only be paid to election commissioners who actually attend and complete a training event and obtain a training certificate

(3) Included in this twelve (12) days shall be an elections training seminar conducted and sponsored by the Secretary of State Election commissioners and chairpersons of each political party executive committee, or their designees shall be required to attend

(4) Each participant shall receive a certificate from the Secretary of State indicating that the named participant has received the elections training seminar instruction and that each participant is fully qualified to conduct

election Commissioners of election shall annually file the certificate with the probancery clerk If any commissioner of election shall fail to file the certificate by April 30 of each year his office shall be vacated absent exigent circumstances as determined by the board of supervisors and consistent with the facts The vacancy shall be declared by the board of supervisors and the vacancy shall be filled in the manner described by law Prior to declaring the office vacant, the board of supervisors shall give the election commissioner notice and the opportunity for a hearing.

(5) The Secretary of State, upon approval of the board of supervisors may authorize not more than eight (8) additional training days per year for commissioners of election in one or more counties The board of supervisors of each county shall pay members of the county election commission for attending training on these days a per diem in the amount provided in Section 23 15 153

(6) The Secretary of State shall develop a single, comprehensive poll worker training program to assist local election officials in providing uniform training elections throughout the state The program shall include, at a minimum, training on all state and federal election laws and procedures

SOURCES: Derived from 1972 Code § 23-5-1 [Codes, 1971, §§ 240 et seq., 1980, § 121, 1992, § 3601, Laws, 1996, § 4107, Hemingway's 1917, § 6741; Laws, 1990, § 6176, Laws, 1992, § 3204, Laws, 1994, 1st Ex Sess ch. 30, Laws, 1998, ch. 588, § 1, Laws, 1970, ch. 509, § 1; repealed by Laws, 1988, ch. 495, § 3951, Laws, 1988, ch. 495, § 54 Laws, 1990 ch. 825, § 1; Laws, 2004, ch. 305, § 18, Laws, 2006, ch. 592, § 3, off June 29, 2006 (the date the United States Attorney General interposed no objection under Section 5 of the Voting Rights Act of 1965, to the amendment of this section.)

Editor's Note — Laws of 2004 ch. 305 § 1 provides.

SECTION 1 This act shall be known and may be cited as the "Mississippi Help America Vote Act of 2002 Compliance Law

On July 12 2004, the United States Attorney General interposed no objection under Section 5 of the Voting Rights Act of 1965, as amended and extended, to the amendment of this section by Laws of 2004, ch. 305, § 18

On June 29, 2006, the United States Attorney General interposed no objection under Section 5 of the Voting Rights Act of 1965, to the amendment of this section by Laws of 2006, ch. 592 § 3

Amendment Notes — The 2006 amendment, in (2) inserted except as otherwise provided in this section," preceding "the per diem shall not be paid to an election commissioner for more than", and substituted "twelve (12) days for six (6) days" and substituted "twelve (12) days" for "six (6) days" in (3), added the last four sentences in (5) and redesignated former (6) as (6)

Cross References — Office of Governor generally see § 7-1-1 et seq
 Office of Secretary of State generally see § 7-3-1 et seq
 Office of Attorney General generally see § 7-5-1 et seq

Related Aspects — "The Help America Vote Act of 2002" referred to in this section is Act of Oct. 29 2002 PL 107 252 which appears generally as 42 USCS §§ 15301 et seq. For full classification of the Act, consult USCS Tables volumes

803

NO _____

**IN THE MATTER OF AUTHORIZING THE BOARD ATTORNEY TO BE
COMPENSATED FOR SPECIAL PROJECT FEES**

There came on this day for consideration the matter of authorizing the Board Attorney to be compensated for Special Project Fees

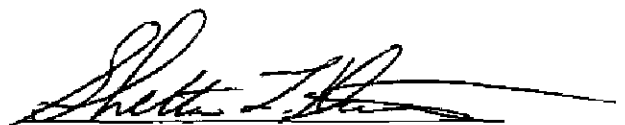
After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize the Board Attorney to be paid at \$150/per hour for any legal services provided to this Board or on behalf of this Board for any Special Projects

SO ORDERED this the 9th day of May, 2013



President

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to recess until Monday, May 23, 2013 at 9 00 a m



President

804

508

INTENTIONALLY

BLANK

LEFT