CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, FEBRUARY 18, 2014 - 7:00 P.M.
MUNICIPAL COURTROOM – 305 MONROE STREET

WELCOME AND CALL TO ORDER Mayor Phil Fisher

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Cronin followed by the pledge of allegiance to the flag led by Mayor Fisher.

ROLL CALL City Clerk, Russell Wall

Present: Jehu Brabham – Alderman-at-Large
David Ellis – Alderman Ward 1
Jim Martin – Alderman Ward 2
William O Barnett – Alderman Ward 3
Greg Cronin – Alderman Ward 4
Mike Cashion – Alderman Ward 6

Absent: Alderwoman Cossitt was not present during the roll call, however she did enter the meeting at 7:19 pm.

APPROVAL OF CONSENT AGENDA ITEMS A - M

MOTION made by Alderman Ellis and **SECONDED** by Alderman Cashion to approve the Consent Agenda Items A-M. Items K and L will serve to advertise favorably the opportunities, possibilities and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

DEPARTMENT HEAD REPORTS

Mike Warren, Police Chief informed the board that the Police Department would be working the upcoming alternative Mardi Gras celebration to be hosted by Mississippi College to be held on March 4, 2014. He also, reported to the board the statistics for calls for service, traffic stops, number of tickets written and number of arrests made during the period of January 27, 2014 through February 9, 2014 as compared to the same period in 2013.

Barry Burnside, Fire Chief updated the board on calls for service and fire calls for the period of February 1, 2014 through February 16, 2014 as compared to the same period in 2013. He also informed the board that the EMT training was completed during the month of February 2014, that his department made a presentation to the Sumner Hill students and that the new firefighters were assigned to their new shifts.

Mike Parker, Director of Public Works updated the board on the various activities the Public Works Department was involved in. These activities included an update on the Soccer Row well house electrical problems, an update on the collection of leaves throughout the City that ended on February 15, 2014, an update on the repair of the lights under the Clinton Parkway bridge, and he announced that the Annual City Wide Cleanup would be held March 29, 2014 through April 5, 2014.

Chandra Fontenot, Assistant Director of Therapeutic Recreation Services updated the board on the changes made to the Wood Activity Center. These changes included the addition of exercise machines, ping pong tables, pool tables, and sitting areas.

Cole Smith, Assistant Director of Maintenance Services for the Parks and Recreation Department introduced himself to the board by briefing them on his education and experience. He also informed the board that today was his first day and he spent most the day getting to know his staff.

Alderwoman Cossitt entered the meeting at 7:19 pm

BOARD OF ALDERMEN DISCUSSION AND REPORTS

Mike Cashion, Alderman Ward 6 updated the board on the efforts to obtain a location in Hammett Crossing for a Police precinct. He explained that the owners were willing to donate 1,600 square feet of space for three (3) years at no cost with and option of three (3) more years for a cost of $3.00 to $4.00 a square foot. Alderman Cashion had two (2) concerns. 1) Was the leasing of this space feasible and 2) Should the City locate a Police precinct and move the Community Development Department to this space.

Alderman Brabham was concerned that by making physical improvements to the building would constitute a donation to the property owners when the lease expired. Alderman Martin expressed concerns about selling the Community Development building which the City owned and entering into a lease for new space. Alderman Cronin felt that the City should only locate a Police precinct at this space and not move the Community Development Department.

After the discussion of this matter Alderman Cashion offered the following motion.

AUTHORIZE THE MAYOR TO NEGOTIATE A LEASE AGREEMENT FOR THE PROPERTY LOCATED IN THE HAMMETT CROSSING SHOPPING CENTER

Upon presentation by Mike Cashion, Alderman Ward 6, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Cronin the board approved authorizing the Mayor to negotiate a lease agreement for the property located in the Hammett Crossing Shopping Center. **MOTION CARRIED 6 TO 1 WITH ALDERMEN BRABHAM, ELLIS, MARTIN, BARNETT, CRONIN, AND CASHION VOTING AYE AND ALDERWOMAN COSSITT VOTING NAY**

After the vote on this motion Alderman Cronin offered the following motion.

AUTHORIZE THE MAYOR TO REVIST NEGOTIATIONS WITH TIM PARKMAN FOR USE OF PARKMAN'S PROPERTY LOCATED ON HIGHWAY 80 FOR CITY USE

Upon presentation by Greg Cronin, Alderman Ward 4, **MOTION** made by Alderman Cronin and **SECONDED** by Alderwoman Cossitt the board approved authorizing the Mayor to revisit negotiations with Tim Parkman for use of Parkman's property located on Highway 80 for City use. **MOTION CARRIED 4 TO 3 WITH ALDERMEN BARNETT, CRONIN, CASHION, AND ALDERWOMAN COSSITT VOTING AYE AND ALDERMAN BRABHAM, ELLIS, AND MARTIN VOTING NAY**

MAYOR'S DISCUSSION AND REPORTS

AUTHORIZE THE CHIEF OF POLICE TO SIGN A GENERAL AGREEMENT BETWEEN NATCHEZ TRACE PARKWAY AND CLINTON POLICE DEPARTMENT

Upon presentation by Michael Warren, Police Chief, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Martin the board authorized the Chief of Police to sign a General Agreement between Natchez Trace Parkway and Clinton Police Department. **MOTION CARRIED UNANIMOUSLY**

ACCEPT A DONATION FROM DIANNE STEFANICK, A CLINTON RESIDENT, IN THE AMOUNT OF $50.00

Upon presentation by Michael Warren, Police Chief, **MOTION** made by Alderwoman Cossitt and **SECONDED** by Alderman Cronin the board accepted a donation from Dianne Stefanick, a Clinton resident, in the amount of $50.00. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION COMMISSION (MDOT) AND THE CITY OF CLINTON, FOR INSTALLATION AND MAINTENANCE OF LANDSCAPING OF THE INTERSTATE 20 SPRINGRIDGE ROAD INTERCHANGE

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Ellis and **SECONDED** by Alderwoman Cossitt the board authorized the Mayor to execute an agreement between the Mississippi Department of Transportation Commission (MDOT) and the City of Clinton, for installation and maintenance of landscaping of the Interstate 20 Springridge Road Interchange. **MOTION CARRIED UNANIMOUSLY**

APPROVE APPOINTMENT OF CHIP WILBANKS TO THE CLINTON PUBLIC SCHOOL BOARD

Upon presentation by Phil Fisher, Mayor, **MOTION** made by Alderman Ellis and **SECONDED** by Alderwoman Cossitt the board approved the appointment of Chip Wilbanks to the Clinton Public School Board. Alderman Barnett left the meeting at 7:59 pm and returned to the meeting at 8:00 pm. Alderman Barnett did not participate in the discussion of this matter nor did he vote on this item. **MOTION CARRIED UNANIMOUSLY**

OTHER BUSINESS

APPROVE THE APPOINTMENT OF MARY HOLLY TO THE CITY OF CLINTON BEAUTIFICATION COMMITTEE

Upon presentation by David Ellis, Alderman Ward 1, **MOTION** made by Alderman Ellis and **SECONDED** by Alderman Martin the board approved the appointment of Mary Holly to the City of Clinton Beautification Committee. **MOTION CARRIED UNANIMOUSLY**

Alderman Cronin introduced Benji Barham his appointment to the Planning and Zoning Commission. Mr. Barham gave the board details of his experience in planning and zoning matters.

ADJOURN 8:03 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Barnett to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held March 4, 2014 at 7:00 p.m. **MOTION CARRIED UNANIMOUSLY**

APPROVED: _____ Date 2/21/14
Philip R. Fisher, Mayor

ATTEST: _____ Date 2-21-14
Russell L. Wall, City Clerk

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

United States Department of the Interior
NATIONAL PARK SERVICE
Natchez Trace Parkway
2680 Natchez Trace Parkway
Tupelo, Mississippi 38804

IN REPLY REFER TO:
A44(NATR)

MAR 12 2014

Mike Warren, Chief
Clinton Police Department
305 Monroe St.
Clinton, MS 39056

Dear Chief Warren:

Enclosed for your records is General Agreement 5570-14-0004 between the Clinton Police Department and the Natchez Trace Parkway. We appreciate your cooperation in this mutual aid endeavor to provide assistance in law enforcement and other emergency services operations.

If you have any questions concerning this agreement, please contact Sarah Davis, Chief Ranger at (662)680-4014.

Sincerely,

Mary Risser
Superintendent

Enclosure

Agreement # GA5570-14-0004

GENERAL AGREEMENT
between
UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
NATCHEZ TRACE PARKWAY
and
CLINTON POLICE 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 Chief of Police for CLINTON Police Department, (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 City of CLINTON.

As used in this Agreement:

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

The term "Police Chief" means the Municipality'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 "Police Department" is used individually to refer to and include the Chief of Police *and* to persons employed and certified by the City of CLINTON as qualified law enforcement officers to perform law enforcement within the territorial jurisdiction of the Municipality and for purposes of 16 U.S.C. § 1b(1) is recognized as a "nearby law enforcement agency".

The term "Municipality" refers to the City of CLINTON.

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

The following authorities are relevant to the NPS:

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 Municipality.

The following authorities are relevant to the Police Department:

1. Pursuant to Miss. Code Ann., § 21-21-1 the chief of police "shall have control and supervision of all police officers employed by said municipality."

2. Pursuant to the provisions of Miss. Code Ann. § 21-21-35, the chief of police of any municipality is authorized to "assist any other municipality...when there exists in such other municipality a need for the services of additional law enforcement officers to protect the health, life and property of such

other municipality."

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 Police Department 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 municipality or the State, the Police Department 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 Police Department, as soon as practicable under the circumstances, of any deaths (natural or otherwise) occurring within the Park.

5. The NPS will notify the Police Department, as soon as practicable under the circumstances, when a State felony is committed within the Park. The Police Department 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 Municipality 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 municipality. In such incidents, the Police Department 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 Police Department 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 Police Department may enforce State law within the territorial limits of the Municipality. 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 Police Department and request that it lead the response coordination and investigation.

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

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, Police Department 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 Police Department or a Park Ranger; and

d. Misdemeanors committed in the presence of the Police Department 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 Police Department first witnesses an emergency incident, the Police Department 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 Police Department 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 Police Department 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 MUNICIPALITY AND OUTSIDE THE BOUNDARY OF THE PARK.

The Parties mutually understand and agree that:

1. The Police Department has the primary responsibility for maintaining law and order and for the protection of persons, property and resources within the Municipality 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 Municipality 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 Police Department of such investigations being conducted and of any search and/or arrest warrants being executed by Park Rangers outside the Park within the Municipality.

5. The NPS agrees to immediately, as circumstances allow, notify the Police Department when the NPS is notified of or observes accidents, injuries, incidents or violations of law outside the Park within the Municipality. The NPS agrees to notify the Police Department in a timely manner of any information known and/or received about or related to crimes committed within the Municipality 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 Police Department 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 Police Department at the emergency incident, the Park Ranger will relinquish control to the Police Department, but will continue to provide assistance, consistent with this Agreement, if requested by the Police Department.

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 Chief of Police. Under current NPS policy, however, outside the Park within the Municipality, 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 Police Department assistance shall be approved by the Police Chief or his designee at the time of the request.

3. The Police Department 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 Police Department 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 Police Department/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 Police Department 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 Police Department personnel/Park Rangers who are rendering emergency or supplementary assistance, provided that coordination of the Police Department/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 Police Department/Park Rangers to one or more Police Department/Park Rangers from the lead agency.
b. Utilize Unified Incident Command or incorporate a Police Department/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 Police Department 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 Police Chief shall jointly administer this Agreement.

2. The NPS and the Police Department 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 Municipality, to the extent of available resources and to the extent permitted by law and the terms of this Agreement.

3. The Police Department 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 Police Department exercising authority vested by the other Party under this Agreement shall carry the identifying credentials issued by their employing Party.

5. The Police Department 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 Police Department 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 Police Department 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 Municipality attract media attention, news and

information releases will be coordinated between the NPS and the Police Department. 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 Police Department, 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 Chief of Police or his designee.

10. The NPS and the Police Department 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 Police Department:

Michael J Warner Police Chief 601-925-6107
[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 Municipality and Police Department 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 Municipality or Police Department represents. No release of information relating to this Agreement may state or imply that the Federal Government or any unit thereof approves the Municipality's or Police Department work product or considers the Municipality's or Police Department work product to be superior to other products or services.

C. Public Information Release. The Municipality and Police Department 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 Police Department for any public information release which refers to the Municipality 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 Police Department is not an agent or representative of the United States, the Department of the Interior, or the NPS, nor shall the Police Department represent itself as such to any third party. The NPS is not an agency or representative of the Police Department, or the Municipality 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 Police Department 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 Police Department.

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 Mary Risser
Mary Risser, Superintendent

3.12.14
Date

CLINTON POLICE DEPARTMENT

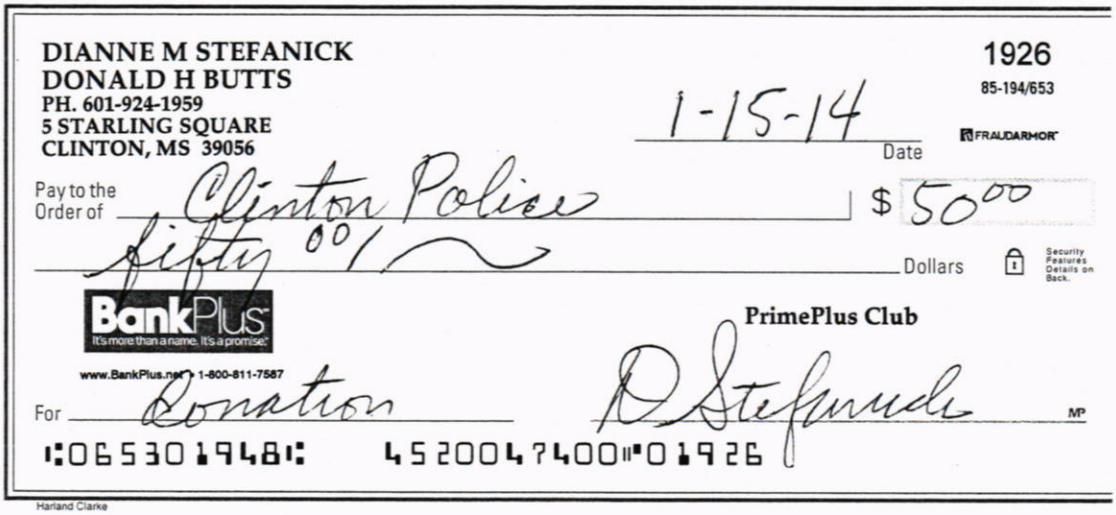
By Michael J Warren
Mike Warren, Chief

3/4/14
Date

Mrs. Dianne S. Stefanick
5 Starling Square
Clinton, MS 39056

JACKSON MS 390
23 JAN 2014 PM 2 L

Clinton Police Dept
305 Monroe Street
Clinton, Miss 39056



DIANNE M STEFANICK
DONALD H BUTTS
PH. 601-924-1959
5 STARLING SQUARE
CLINTON, MS 39056

1926
85-194/653

1-15-14
Date

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Harland Clarke

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Lisa M. Hancock
Deputy Executive Director/
Administration

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Melinda L. McGrath
Executive Director

Dick Hall
Central District Commissioner

J. Kevin Magee
District 3 Engineer

David Foster
District 5 Engineer

P. O. Box 90 / Newton, Mississippi 39345-0090 / Telephone (601) 683-3341 / FAX (601) 683-7030 / GoMDOT.com

January 29, 2014

Honorable Phil Fisher
City of Clinton
P.O. Box 156
Clinton, Mississippi 39060

RE: Interstate 20 from Natchez Trace to SR 18
Project No. IM-0020-01(212) / 106651-301000
Landscaping Agreement
City of Clinton, Hinds County

Dear Mayor Fisher,

Attached you will find two (2) originals of a "LANDSCAPING AGREEMENT", which address the proposed installation and maintenance of landscaping on the above referenced project as it relates to the Interstate 20 / Springridge Road Intersection in the City of Clinton. This Agreement will replace an agreement that was previously executed with the City of Clinton as is detailed in the attached document.

If the Agreement meets with your approval, please execute the two (2) originals and return them, along with two (2) certified copies of the Board Orders, to our office in Newton for further processing. We will furnish you with an original executed set following execution by the Mississippi Transportation Commission.

If additional information is needed, please feel free to call.

Sincerely,

DAVID FOSTER
DISTRICT ENGINEER

Interstate 20 from Natchez Trace to SR 18
Project No. IM-0020-01(212) / 106651-301000
Landscaping Agreement
Mayor Fisher
January 29, 2014

Enclosure

DF:DGC:dlgc

PC: Mrs. Amy Mood, Asst. Chief Engineer - Pre Construction (w/attachment)
Mr. John Reese, Roadway Design Engineer
Legal Division (w/attachment)
Project File (Via Reeves) (Email: Cleveland) (w/attachment)

MISSISSIPPI TRANSPORTATION COMMISSION AND THE CITY OF CLINTON REVISED AGREEMENT FOR INSTALLATION AND MAINTENANCE OF LANDSCAPING OF THE INTERSTATE 20 - SPRINGRIDGE ROAD INTERCHANGE

This Contract and Agreement, hereinafter referred to as "AGREEMENT", is made and entered into by and between the Mississippi Transportation Commission, hereinafter referred to as "COMMISSION", acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation, hereinafter referred to as "MDOT"; and the City of Clinton, Mississippi, hereinafter referred to as "CITY", a Mississippi municipal corporation, acting by and through its duly authorized Mayor, effective as of the date of last execution below.

This Revised Agreement both nullifies and replaces the Landscaping Agreement for Project Number NH-0020-01(197) / 106127-301000 which was approved by the COMMISSION on September 11, 2012, and recorded on page 459 of book 17 of the minutes of same. The cancelled Agreement has been attached for reference. The reason for this revision is so that the referenced work could be incorporated into the upcoming Project No. IM-0020-01(212) / 106651-301000.

WITNESSETH:

WHEREAS, the CITY desires to make certain aesthetic improvements and proposes to perform enhancements within the MDOT rights of way from ramp termini to ramp termini at the Interstate 20 - Springridge Road Interchange, excluding the Interstate median, as shown on Federal Aid Project Number IM-0020-01(212) / 106651-301000,

between the Natchez Trace Parkway and State Route 18, within the corporate limits of the CITY; and

WHEREAS, said improvements are to include the pickup and the removal of litter, mowing, planting, and the maintenance of flowers, shrubs, bushes, and/or other types of flora; and

WHEREAS, in order to accommodate the CITY'S request, the CITY and the MDOT agree to the following:

The MDOT shall:

1. Include said initial aesthetic improvements and enhancements as part of the above referenced Federal Aid Project Number IM-0020-01(212) / 106651-301000.

2. Retain the right to perform necessary maintenance and/or construction within the limits desired to meet traffic needs as determined by the MDOT; including the right to remove any landscaping, plantings, and improvements placed by the MDOT and/or by the CITY, if not sufficiently maintained by the CITY, if dictated by safety concerns and/or if to accommodate future design changes and/or for access needs to the highway.

3. Reserve the right to approve all permits for ingress and egress and other uses of highway rights-of-way other than those specifically granted to the CITY herein.

4. Upon completion of the above referenced construction project, notify the CITY to assume all landscaping maintenance responsibility.

Following notification by the MDOT, the CITY shall:

1. Immediately assume landscaping maintenance responsibilities, including removal of litter and mowing.

2. Advise the MDOT, Fifth District Engineer, of the CITY's proposal to plant additional flowers, shrubs, bushes, flora, etc., and gain approval of a MDOT maintenance permit prior to initiating planting. Said proposal shall include the types and arrangements of vegetation to be planted.

3. Provide necessary work zone signing in accordance with the Manual of Uniform Traffic Control Devices (MUTCD), latest edition, to cover each operation when performed within the rights-of-way of Interstate 20 and that portion of Springridge Road under the jurisdiction of the MDOT.

4. Provide the necessary police protection in and around work sites to ensure the safety of laborers and the traveling public. Notwithstanding this or any other provision herein, this Agreement shall in no way be construed to create a third party benefit to any contractor, motorist, pedestrian, worker, entity, or individual.

5. Provide the necessary funding to cover the cost of equipment, plants, labor, etc., to accomplish and maintain a desirable aesthetic appearance, including arranging for Utility Company Agreements for necessary metering devices for water and power and direct billing to the CITY.

6. Provide the necessary liability insurance to cover injuries, damage to property or vehicles incurred during the time they are working within the rights-of-way of said highway, and indemnify and hold harmless the COMMISSION, MDOT, its employees and its agents for any liability incurred to any third party arising out of the activities contemplated by this Agreement unless such liability was the proximate result of an intentional act by the COMMISSION, MDOT, its agents and/or employees.

7. Agree that all flower and shrub plantings be trimmed and maintained to a maximum height of 24 inches above the pavement edge.

8. Agree that in areas without curb, trees such as Bradford Pears, Magnolias, pines, and hardwoods be planted no closer than 30 feet (60 feet on interstate) from the edge of pavement and that the drip-line of mature trees and bushes shall not extend beyond the shoulder break (10 foot minimum - 12 foot minimum on Interstates) (See attached sketch).

9. Agree that in areas with curb, trees shall be planted no closer than 10 feet behind the curb face and that the drip-line of mature plants taller than 24 inches shall be

a minimum of 5 feet behind the face of the curb and plants 24 inches and under shall be a minimum of 1.5 feet from the face of the curb (See attached sketch).

10. Allow no trees (plants with trunk diameters greater than 4 inches at maturity) or plants taller than 24 inches in sight flares, islands, or within 150 feet from an intersection or nose point of a median crossover. Any plantings that interfere with signs, traffic signals, sight distance, etc., shall be trimmed or removed as necessary to maintain a safe condition for motorists.

11. Should this Agreement be canceled, agree to remove the plants and/or vegetation from the rights-of-way and islands and resod with grass and/or replace with Portland cement concrete pavement, as per MDOT specifications, at no cost and as directed by the MDOT.

12. Continue to recognize MDOT's exclusive right to control, use, license, grant, or refuse all ingress, egress, or other highway right of way use unless otherwise specifically granted to the CITY herein. It is specifically acknowledged that only MDOT can grant permits for the ingress to, egress from, or occupation of the highway right of way.

13. The CITY represents that it is in compliance with the Immigration Reform and Control Act of 1986 also known as the Simpson-Mazzoli Act (Public Law 99-603), as amended, in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration

laws. The CITY further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CITY acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CITY also acknowledges liability for any additional costs incurred by the COMMISSION due to such contract cancellation or loss of license or permit.

14. Cooperate with MDOT and MDOT's Contractors during regular mowing and litter pickup cycles.

15. Follow established guidelines relative to plant location, height, etc.

NOW, THEREFORE, it is hereby agreed that following MDOT notification for the CITY to assume landscaping maintenance, the COMMISSION grants permission to the CITY to pick up and remove litter, mow, and establish and maintain flowers, shrubs, bushes, and other types of flora within the limits and provisions herein described.

This Agreement may be canceled by either party only after the other party has been notified of the reason for cancellation. Said notification must be a minimum of thirty (30) days prior to the expected date of cancellation. The term of this Agreement is continuous until one or the other party determines cancellation is necessary, at which time a thirty (30) day notice must be sent to the other party as required.

Authorized by City Board / Council of the City of Clinton on the ____ day of _____, 2014, per Order found in Minute Book _____, at page _____ and executed by the Mayor acting by and on behalf of the City of Clinton, Mississippi this the _____ day of _____, 2014.

FOR THE CITY OF CLINTON, MISSISSIPPI

WITNESS this, my signature in execution hereof, this the _____ day of _____, 2014.

_____
Phil Fisher, Mayor

ATTEST:
(AFFIX SEAL)

_____

FOR THE MISSISSIPPI TRANSPORTATION COMMISSION ACTING BY AND THROUGH THE EXECUTIVE DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

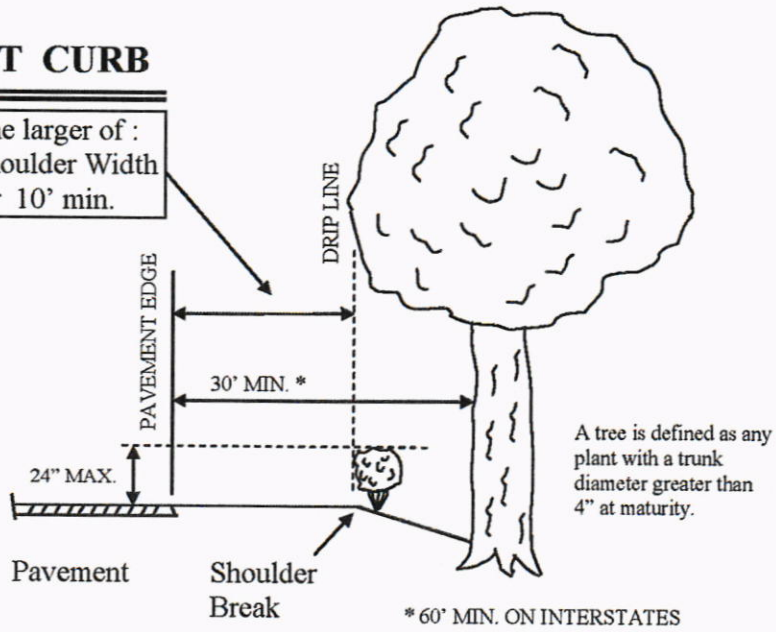
WITNESS this, my signature in execution hereof, this the _____ day of _____, 2014.

_____
Melinda L. McGrath
Executive Director
Mississippi Department of Transportation

APPROVED: _____, 2014.
BOOK _____ PAGE _____

PLANTING GUIDELINE SKETCH

WITHOUT CURB



WITH CURB