



MADISON COUNTY BOARD OF SUPERVISORS

125 West North Street • Post Office Box 608
Canton, Mississippi 39046
601-855-5500 • Facsimile 601-855-5759
www.madison-co.com

Date: February 17, 2015

To: Madison County Board of Supervisors

From: Rhine Chesteen, CPA
Inventory Control Clerk

Re: Request of Acknowledgement
Receipt of inventory from Nissan North America, Inc.

Nissan North America, Inc. has donated inventory to Madison County Sheriff's Department.

I am asking the Board of Supervisors to acknowledge receipt of a Nissan Titan Pro-4X CC 1/2 Ton truck, VIN: 1N6BA0EC1EN519106, valued at \$25,285.30.

CERTIFICATE OF ORIGIN FOR A VEHICLE



DATE	SEPTEMBER 3, 2014	INVOICE NO.	161225-32
VEHICLE IDENTIFICATION NO.		YEAR	
1N6BA0EC1EN-519106	2014	MAKE	NISSAN
BODY TYPE		SHIPPING WEIGHT	
NISSAN TITAN PRO-4X CC 1/2 TON		5363	
H.P.	G.V.W.R.	NO. CYLS.	SERIES OR MODEL
317	7200	8	1N6BA0EC1EN

FEDERAL EMISSIONS EQUIPPED VEHICLE.
REGISTRATION AS NEW VEHICLE PROHIBITED IN
CA, CT, DE, MA, MD, ME, NJ, NY, OR, PA, RI, VT AND WA.

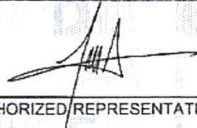
I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

NISSAN NORTH AMERICA, INC.
225 NISSAN WAY BUILD 95
CANTON MS 39046

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

NISSAN NORTH AMERICA, INC.

BY:  (SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

N25716520
11424600034 - CV35
36814

FRANKLIN, TENNESSEE

CITY - STATE

<p>Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle. FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:</p>	
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 1	<p>NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER <u>Chasman Wood Chevrolet</u> BY: <u>[Signature]</u> <small>DEALER'S BUSINESS ADDRESS</small> <small>DEALER'S PHONE NUMBER</small> State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____ County of _____ Notary Public USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
	<p>NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY: _____ <small>DEALER'S BUSINESS ADDRESS</small> <small>DEALER'S PHONE NUMBER</small> State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____ County of _____ Notary Public USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 2	<p>NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY: _____ <small>DEALER'S BUSINESS ADDRESS</small> <small>DEALER'S PHONE NUMBER</small> State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____ County of _____ Notary Public USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
	<p>NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY: _____ <small>DEALER'S BUSINESS ADDRESS</small> <small>DEALER'S PHONE NUMBER</small> State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____ County of _____ Notary Public USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 3	<p>NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY: _____ <small>DEALER'S BUSINESS ADDRESS</small> <small>DEALER'S PHONE NUMBER</small> State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____ County of _____ Notary Public USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
	<p>NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY: _____ <small>DEALER'S BUSINESS ADDRESS</small> <small>DEALER'S PHONE NUMBER</small> State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____ County of _____ Notary Public USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
DISTRIBUTION-DEALER ASSIGNMENT NUMBER 4	<p>NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY: _____ <small>DEALER'S BUSINESS ADDRESS</small> <small>DEALER'S PHONE NUMBER</small> State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____ County of _____ Notary Public USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
	<p>NAME OF PURCHASER(S) _____ ADDRESS _____ I certify to the best of my knowledge that the odometer reading is _____ No Tenths DEALER _____ BY: _____ <small>DEALER'S BUSINESS ADDRESS</small> <small>DEALER'S PHONE NUMBER</small> State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____ County of _____ Notary Public USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
ODOMETER DISCLOSURE FOR RETAIL SALE	<p>Federal Law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. I certify to <u>27</u> of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ No tenths. <input checked="" type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. WARNING ODOMETER DISCREPANCY Signature of Seller(s) <u>[Signature]</u> Date of Statement _____ Date of Sale _____ Printed Name(s) of Seller(s) <u>Paul C. Bust</u> Dealer's No. _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn before me on this date _____ Signature of Purchaser(s) _____ Printed Name(s) of Purchaser(s) _____ Notary Public Company Name (if Applicable) _____ State of _____ Address of Purchaser(s) _____ County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
	<p>USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION</p>
LICENHOLDER	<p>* If a name is listed of whose address is _____ and ten is listed of whose address is _____</p>
	<p>NISSAN NORTH AMERICA 983 NISSAN DRIVE SMYRNA, TN 37167</p>

REV 4/89

VEHICLE DONATION AGREEMENT

This VEHICLE DONATION AGREEMENT ("Agreement") is made effective as of the 28th day of October, 2014 ("Effective Date"), by and between NISSAN NORTH AMERICA, INC., a California corporation ("NNA"), and Madison County MS Sheriffs Department, ("Donee"), collectively the "Parties".

WHEREAS, Donee desires that NNA donate one (1) Nissan Vehicle to Donee in furtherance of its mission; and

WHEREAS, NNA is willing to donate such Vehicle to Donee for the purpose intended, all on the terms and conditions set forth hereinbelow;

NOW THEREFORE, in consideration of the recitals set forth above and for other good and valuable consideration, the Parties hereby agree as follows:

1. **Donation.** NNA shall donate to Donee the Vehicle(s) identified on Exhibit A, attached hereto and made a part hereof ("Vehicle"), on the terms and conditions set forth in this Agreement ("Donation"). The value of the Donation is set forth on Exhibit A. NNA shall arrange for delivery, title transfer, and registration. Donee shall be responsible to pay for all costs relating to title transfer, including but not limited to, registration, license, sales/use taxes or any other similar fees or taxes with respect to transfer of the Vehicle(s) at the time of delivery. NNA has no obligation to provide other or additional items or support to Donee except as expressly provided in this Agreement. No funds derived from the Donation may be used for any political campaign or to support attempts to influence legislation by any governmental body, other than through making available the results of nonpartisan analysis, study and research. Donee shall be liable and bear responsibility for any bodily injury or property damage resulting from the ownership, maintenance, use, and/or ultimate recycling/disposition/disposal of the Vehicle (and battery or batteries, if the Vehicle contains one or more such batteries).
2. **Donee Publicity Responsibilities.** In consideration of the Donation, Donee shall:
 - i. publicize the Donation and its purpose through press releases, feature articles, in-house and external media resources within Donee's normal sphere of influence;
 - ii. acknowledge NNA as the provider of the Vehicle by use of signage on both the driver and passenger doors of the Vehicle;
 - iii. for one year, display the NNA logo and acknowledgement and description of the Donation on the Donee website, with a link to a **NissanUSA.com** page describing Donee's relationship with NNA;
 - iv. permit the use by NNA of Donee's name and logo on NNA promotional materials, websites, displays, print and broadcast publications with respect to the Donation.

With respect to the foregoing, Donee agrees to ensure that any announcements, releases, disclosures or other publicity responsibilities if Donee shall meet the requirements of "Uses or Acknowledgements" under Internal Revenue Code §513(l) and the Treasury Regulations thereunder. For purposes of accuracy in NNA Corporate Imaging, references to the Donation shall be cleared in advance with NNA. A copy of any published reference to the Donation shall be provided to NNA. Except as specifically set forth herein, Donee has no other rights to use any trademarks, trade names, service marks or logos of NNA or Nissan Motor Co., Ltd.

3. Donee Tax Related Responsibilities.

- i. Donee represents that it is an entity described in Section 170(c) of the Internal Revenue Code of 1986, as amended (the "Code").
- ii. Prior to the Donation, Donee shall provide to NNA a fully completed, signed and dated IRS Form W-9 indicating that it is an organization exempt from tax under Section 501(a) of the Code.
- iii. Within 30 days of the Donation, Donee shall provide to NNA a written acknowledgment of the Donation that meets the requirements of Section 170(f)(8) of the Code.
- iv. Within 30 days of the Donation, Donee shall complete and return to NNA Part IV of IRS Form 8283 with respect to this Donation.

4. Indemnification. Donee agrees to indemnify, defend and hold NNA, its parent, its subsidiaries and the affiliates of each such entity, as well as each officer, agent, distributor, employee, attorney, dealer, successor and assign of any of the above, harmless from and against any and all expenses, damages, claims, suits, losses, actions, judgments, liabilities and costs whatsoever (including, without limitation, attorneys' fees) arising out of (i) Donee's breach, misrepresentation or non-performance under this Agreement; and (ii) any claim or action for personal injury, death, bodily injury, property damage, environmental release or contamination, or otherwise arising out of or in connection with the operation, maintenance, use, and ultimate recycling/disposition/disposal of any Vehicle (and battery or batteries) donated to Donee pursuant to this Agreement, except to the extent caused by a product defect in any such Vehicle.

5. Breach. Should either party breach any material provision of this Agreement and fail to cure such breach within fifteen (15) days of written notice of breach received from the other party, the other party, in addition to any rights or remedies it may have at law or in equity, may terminate this Agreement upon written notice to the breaching party.

6. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and permitted assignees. Donee may not assign its rights or obligations under this Agreement without NNA's prior written consent.

7. Survival. The indemnity and confidentiality provisions of this Agreement shall survive this Agreement's termination or expiration.

8. Governing Law; Jurisdiction. The validity, interpretation and construction of this Agreement, and all other matters related to this Agreement, shall be interpreted and governed by the laws of the State of Tennessee. Any action or proceeding commenced by either party in connection with this Agreement shall be commenced exclusively in the state or federal courts situated in the County of Williamson, State of Tennessee.

9. Entire Agreement. This Agreement, together with the Exhibits hereto, constitutes the Parties' entire agreement with respect to the subject matter hereof and supersedes all prior statements or agreements, both written and oral. This Agreement may be amended only in writing signed by the party against which enforcement is sought. Ambiguities herein shall not be construed against the drafter hereof.

cooperates with the other party in obtaining a protective order or other remedy, and discloses only that portion of the Agreement which it is legally compelled to disclose.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

NISSAN NORTH AMERICA, INC.

By: Patricia Gardner
Name: Patricia Gardner
Title: Manager
11-13-2014

MADISON COUNTY, MS SHERIFF'S DEPARTMENT

By: Randall Tucker
Name: Randall Tucker
Title: Madison Co. Sheriff

**EXHIBIT A
TO
VEHICLE DONATION AGREEMENT
DONATION DESCRIPTION**

NNA shall donate:

*One (1) 2014 Nissan 4*4 Titan Pro 4-X*

VIN: 1N6BA0FC1E519106

MILEAGE: 11

VALUE: \$ 25,285.30