

**Minutes of
Clay County Board of Supervisors
Meeting Held Thursday, January 5, 2023, at 9:00 a.m.**

BE IT REMEMBERED a regular meeting of the Clay County Board of Supervisors was held at the Clay County Courthouse, West Point, Mississippi, on Thursday, January 5, 2023.

PRESENT:

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

Amy G. Berry, Clay County Chancery Clerk
Angela Turner Ford, Board Attorney

County Residents

The following proceedings were had:

CALL TO ORDER/INVOCATION

The meeting was called to order by Supervisor Deanes. The welcome was given by Supervisor Horton with invocation given by Supervisor Deanes.

ADOPTION OF AGENDA

Motion by Supervisor Davis to adopt the agenda as prepared. Second by Supervisor Lummus.

(See Exhibit "A" - Agenda).

AMENDMENT OF AGENDA

Motion by Supervisor Davis to call for amendments to the agenda. Second by Supervisor Lummus.

AMENDMENTS TO AGENDA ANNOUNCED

Supervisors Lummus and Deanes announced their intent to bring forward matters as the meeting progressed.

ROBERT CALVERT, SR., COUNTY ENGINEER

Mr. Calvert reported that he would contact members of the Board individually and requested the Board consider recessing until January 10, 2023, at 9:00 a.m. to further discuss projects to be presented to the Congressional Delegation for funding. No action taken.

MONTHLY DEPARTMENT REPORTS

Motion by Supervisor Deanes to accept the report of BJ McClenton in his capacity as Volunteer Fire Coordinator and 911 Commission. The motion was seconded by Supervisor Davis.

REAPPOINTMENT OF 911 COMMISSIONERS

Motion by Supervisor Lummus to reappoint Burt Parker and Alvin Carter, Jr., as members of the 911 Commission. The motion was seconded by Supervisor Davis.

(Exhibit "B").

IMPROVEMENTS TO ROADS IN SUPERVISOR DISTRICT TWO (2)

Motion by Supervisor Lummus to accept the lesser of two (2) quotes for road improvements within the district and for said claims to be paid from District 2 American Rescue Plan Act (ARPA) funds. The motion was seconded by Supervisor Deanes.

(Exhibit "C").

COUNTY DEPOSITORY BIDS

Motion by Supervisor Davis to designate Bank of Commerce as the primary depository for the County based on rates quoted in response to advertisment. The motion was seconded by Supervisor Deanes.

(Exhibit "D").

DESIGNATION OF ALL BANKS AS COUNTY DEPOSITORIES FOR FOUR (4) YEARS

Motion by Supervisor Davis to designate all banks as county depositories for four (4) years. The motion was seconded by Supervisor Lummus.

COPIER RENEWAL

Motion by Supervisor Davis to authorize rental of copier in the vault of the Chancery Clerk's Office from J.T. Ray and Company for forty-eight (48) months on state contract. The motion was seconded by Supervisor Deanes.

(Exhibit "E").

REPLACEMENT PART(S) FOR WATER PUMP ON COURTHOUSE GENERATOR

Motion by Supervisor Deanes to authorize and approve to order the parts for the water pump on the generator at the Courthouse from ESSE, pending verification of warranty provisions. The motion was seconded by Supervisor Lummus.

(Exhibit "F").

CLOSED DETERMINATION

Motion by Supervisor Deanes to go into Closed Session to determine the need to go into Executive Session. The motion was seconded by Supervisor Davis.

EXECUTIVE SESSION

Motion by Supervisor Davis to go into Executive Session to discuss a matter of potential litigation, where open discussion would have a detrimental effect on the County's litigating position, pursuant to Section 25-41-7 of Mississippi Code of 1972, as amended. The motion was seconded by Supervisor Deanes.

OPEN MEETING

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

LETTER TO MDOT

Motion by Supervisor Deanes that a letter be sent to MDOT regarding road conditions on Highway 47 in the vicinity of the Lime Company. The motion was seconded by Supervisor Lummus.

CIRCUIT COURT JUDGE OFFICE SPACE

Motion by Supervisor Lummus to accept the recommendation of the Circuit Court Judges to allow Judge Easterling to use the chambers of one of the courtrooms for office space, provided the occupancy of the space did not interfere with court proceedings and the flow of the docket. In

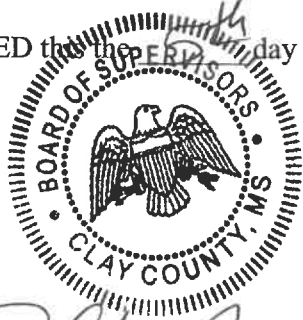
making the motion, it was acknowledged and discussed among the members of the Board that the authority to designate county office space rested with the Board. The motion was seconded by Supervisor Deanes.

RECESS

Motion by Supervisor Deanes to recess until January 10, 2023, at 9:00 a.m., with the meeting to be held at the Clay County Courthouse. The motion was seconded by Supervisor Chandler.

All motions were carried unanimously unless otherwise indicated.

DATED this 10th day of January, 2023.



Lynn D. Horton
LYNN D. HORTON, PRESIDENT
CLAY COUNTY BOARD OF
SUPERVISORS

ATTEST:

Amy G. Berry
AMY G. BERRY, CHANCERY CLERK
CLERK OF THE CLAY COUNTY
BOARD OF SUPERVISORS

EXHIBIT A



**Clay County Board of Supervisors
Agenda for Regular Meeting
Thursday, January 5, 2023, at 9:00 a.m.**

- Call to Order
- Welcome & Prayer
- Adopt and Amend Agenda
- Robert Calvert, *County Engineer*
 - Potential Projects to take to Washington D.C Congressional Trip
- Monthly Departmental Report
- Luke Lummus, Supervisor District 2
 - Authorize and approve Road Construction Quotes
- Amy G. Berry, *Chancery Clerk*
 - County Depository Bids
 - Consider Copier Proposal
- Request to go into Executive Session to discuss a potential litigation matter as allowed under Section 25-41-7 of the *Mississippi Code of 1972*
- Recess until ~~Thursday, January 26, 2023~~, at 9:00 a.m. at the Clay County Courthouse
Monday, January 10, 2023 at 9:00

AMMENDMENTS:

EXHIBIT B

NO. _____

IN THE MATTER OF AUTHORIZING AND APPROVING TO APPOINT BERT PARKER
AND ALVIN CARTER, JR TO SERVE ON THE E911 DISTRICT COMMISSION

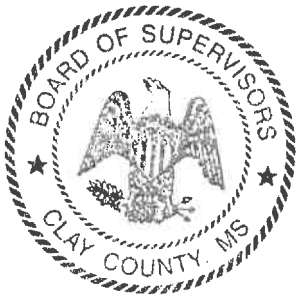
There came on this day for consideration the matter of authorizing and approving to appoint Bert Parker and Alvin Carter, Jr to serve on the E911 District Commission.

Supervisor Lummus moved to appoint Bert Parker and Alvin Carter, Jr to serve on the E911 District Commission beginning January 1, 2023 and ending December 31, 2026 for a four (4) year appointment.

The motion was seconded by Supervisor Davis.

The motion carried unanimously.

SO ORDERED this the 5th day of January, 2023.



LYNN HORTON, PRESIDENT
BOARD OF SUPERVISORS
CLAY COUNTY MISSISSIPPI

EXHIBIT C

PURCHASE REQUISITION

Requisition No 033395

CLAY COUNTY PURCHASING

P.O. Box 815 County Courthouse

West Point, MS 39773

662-494-3313

Related Purchase Order No. _____

Dist 2
County Department or Office

Line
Budget to be Charged
QJ

1-4-23
Date

[Signature]
Date Needed

Delivery to: _____

Clisbey Rd

Quantity Requested	Description of Items Requested	(For Purchase Clerk's Use Only)
1	Labor & materials to install hot mix at variable depth in Eric location	

Approved: [Signature]
Authorized Signature

G & C Contracting, LLC.

******Quotation******

**Clay County District #2
Mr. Luke Lummus, Supervisor
December 23, 2022**

G & C Contracting, LLC. proposes to furnish the labor, and equipment necessary to complete the following items of work on the above referenced project:

Asphalt Installation per ton for Clisby Road

1. Sweep, clean, and tack as necessary in locations defined by Mr. Luke Lummus.
2. Install hot mix asphalt surface mix at variable depth in said locations.
3. Professional clean up.

Unit Price per site visit = 350 ton @ \$55.00 per ton = \$19,250.00 (all inclusive, except hot mix)

Thank you for the opportunity to quote this work.

Sincerely,

Brian Harper
G & C Contracting, LLC.

Accepted: _____
Date: _____

Falcon Contracting Co., Inc.

P.O. Box 5044
1500 Moss Street
Columbus, MS 39704-5044
662-327-2053

Quotation

Clay County District 2
Luke Lummus - Supervisor
December 30, 2022

Falcon Contracting Co., Inc., proposes to furnish the labor and equipment necessary to complete the following items of work on the above referenced project:

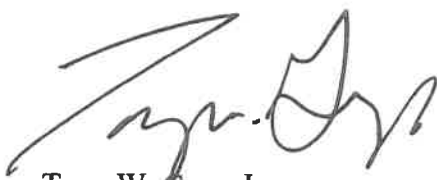
Clisby Road - Asphalt Overlay

1. Install asphalt paving as necessary in places pointed out by Luke Lummus.

Unit Price per site visit = 375 ton @ \$66.50 / ton = \$24,937.50 including all applicable permits and fees

Note: No Hot Mix Asphalt is in this price.

Thank you for the opportunity to quote this work.



Tony W. Gray, Jr.
Falcon Contracting Co., Inc.

PURCHASE REQUISITION

CLAY COUNTY PURCHASING
P.O. Box 815 County Courthouse
West Point, MS 39773
662-494-3313

Requisition No 033396

Related Purchase Order No. _____

Dist 2
County Department or Office
Budget to be Charged: Wke
D. J.

1-4-23
Date
Asap
Date Needed

Delivery to: _____

Tibbee Rd

Quantity Requested	Description of Items Requested	(For Purchase Clerk's Use Only)
1	Labor & Materials to install hot mix asphalt mix at suitable depth	

Approved: [Signature]
Authorized Signature

G & C Contracting, LLC.

******Quotation******

**Clay County District #2
Mr. Luke Lummus, Supervisor
December 23, 2022**

G & C Contracting, LLC. proposes to furnish the labor, and equipment necessary to complete the following items of work on the above referenced project:

Asphalt Installation per ton for Tibbee Road

1. Sweep, clean, and tack as necessary in locations defined by Mr. Luke Lummus.
2. Install hot mix asphalt surface mix at variable depth in said locations.
3. Professional clean up.

Unit Price per site visit = 550 ton @ \$55.00 per ton = \$30,250.00 (all inclusive, except hot mix)


Thank you for the opportunity to quote this work.

Sincerely,

Brian Harper
G & C Contracting, LLC.

Accepted: _____
Date: _____

Falcon Contracting Co., Inc.



P.O. Box 5044
1500 Moss Street
Columbus, MS 39704-5044
662-327-2053

Quotation

Clay County District 2
Luke Lummus - Supervisor
December 30, 2022

Falcon Contracting Co., Inc., proposes to furnish the labor and equipment necessary to complete the following items of work on the above referenced project:

Tibbee Road - Asphalt Overlay

1. Install asphalt paving as necessary in places pointed out by Luke Lummus.

Unit Price per site visit = 575 ton @ \$66.50 / ton = \$38,237.50 including all applicable permits and fees

Note: No Hot Mix Asphalt is in this price.

Thank you for the opportunity to quote this work.



Tony W. Gray, Jr.
Falcon Contracting Co., Inc.

PURCHASE REQUISITION

CLAY COUNTY PURCHASING
P.O. Box 815 County Courthouse
West Point, MS 39773
662-494-3313

Requisition No 033397

Related Purchase Order No. _____

Dist 2
County Department or Office
Budget to be Charged: wh
D. J

1.4.23
Date
AYB
Date Needed

Delivery to: _____

Bennett Rd section 1

Quantity Requested	Description of Items Requested	(For Purchase Clerk's Use Only)
1	Labor & materials to install hot mix Asphalt mix at variable	

Approved: [Signature]
Authorized Signature

G & C Contracting, LLC.

******Quotation******

**Clay County District #2
Mr. Luke Lummus, Supervisor
December 23, 2022**

G & C Contracting, LLC. proposes to furnish the labor, and equipment necessary to complete the following items of work on the above referenced project:

Asphalt Installation per ton for Bennett Road (1st Section)

1. Sweep, clean, and tack as necessary in locations defined by Mr. Luke Lummus.
2. Install hot mix asphalt surface mix at variable depth in said locations.
3. Professional clean up.

Unit Price per site visit = 875 ton @ \$55.00 per ton = \$48,125.00 (all inclusive, except hot mix)

Thank you for the opportunity to quote this work.

Sincerely,

Brian Harper
G & C Contracting, LLC.

Accepted: _____
Date: _____

Falcon Contracting Co., Inc.

P.O. Box 5044
1500 Moss Street
Columbus, MS 39704-5044
662-327-2053

Quotation

Clay County District 2
Luke Lummus - Supervisor
December 30, 2022

Falcon Contracting Co., Inc., proposes to furnish the labor and equipment necessary to complete the following items of work on the above referenced project:

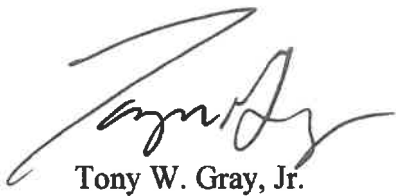
Bennett Road - Asphalt Overlay (First Section)

1. Install asphalt paving as necessary in places pointed out by Luke Lummus.

Unit Price per site visit = 882 ton @ \$66.50 / ton = \$58,653.00 including all applicable permits and fees

Note: No Hot Mix Asphalt is in this price.

Thank you for the opportunity to quote this work.



Tony W. Gray, Jr.
Falcon Contracting Co., Inc.

PURCHASE REQUISITION

CLAY COUNTY PURCHASING
P.O. Box 815 County Courthouse
West Point, MS 39773
662-494-3313

Requisition No 033398

Related Purchase Order No. _____

Plot 2
County Department or Office

1-4-23
Date

Bill
Budget to be Charged:
D2

Asap
Date Needed

Delivery to: _____

Bennett Rd section 2

Quantity Requested	Description of Items Requested	(For Purchase Clerk's Use Only)
1	Labor & Materials to install hot mix asphalt surface mix at variable depth	

Approved: [Signature]
Authorized Signature

G & C Contracting, LLC.

******Quotation******

**Clay County District #2
Mr. Luke Lummus, Supervisor
December 23, 2022**

G & C Contracting, LLC. proposes to furnish the labor, and equipment necessary to complete the following items of work on the above referenced project:

Asphalt Installation per ton for Bennett Road (2nd Section)

1. Sweep, clean, and tack as necessary in locations defined by Mr. Luke Lummus.
2. Install hot mix asphalt surface mix at variable depth in said locations.
3. Professional clean up.

Unit Price per site visit = 875 ton @ \$55.00 per ton = \$48,125.00 (all inclusive, except hot mix)


Thank you for the opportunity to quote this work.

Sincerely,

Brian Harper
G & C Contracting, LLC.

Accepted: _____
Date: _____

Falcon Contracting Co., Inc.



P.O. Box 5044
1500 Moss Street
Columbus, MS 39704-5044
662-927-2053

Quotation

Clay County District 2
Luke Lummus - Supervisor
December 30, 2022

Falcon Contracting Co., Inc., proposes to furnish the labor and equipment necessary to complete the following items of work on the above referenced project:

Bennett Road - Asphalt Overlay (Second Section)

1. Install asphalt paving as necessary in places pointed out by Luke Lummus.

Unit Price per site visit = 882 ton @ \$66.50 / ton = \$58,653.00 including all applicable permits and fees

Note: No Hot Mix Asphalt is in this price.

Thank you for the opportunity to quote this work.



Tony W. Gray, Jr.
Falcon Contracting Co., Inc.

PURCHASE REQUISITION

CLAY COUNTY PURCHASING
P.O. Box 815 County Courthouse
West Point, MS 39773
662-494-3313

Requisition No 033399

Related Purchase Order No. _____

Dist 2
County Department or Office

1-4-23
Date

Use
Budget to be Charged:
P. J.

[Signature]
Date Needed

Delivery to: _____

Camp Ground Road

Quantity Requested	Description of Items Requested	(For Purchase Clerk's Use Only)
1	Labor & materials to install dot mix surface mix to variable depth	

Approved: [Signature]
Authorized Signature

G & C Contracting, LLC.

******Quotation******

**Clay County District #2
Mr. Luke Lummus, Supervisor
December 23, 2022**

G & C Contracting, LLC. proposes to furnish the labor, and equipment necessary to complete the following items of work on the above referenced project:

Asphalt Installation per ton for Camp Ground Road

1. Sweep, clean, and tack as necessary in locations defined by Mr. Luke Lummus.
2. Install hot mix asphalt surface mix at variable depth in said locations.
3. Professional clean up.

Unit Price per site visit = 400 ton @ \$55.00 per ton = \$22,000.00 (all inclusive, except hot mix)


Thank you for the opportunity to quote this work.

Sincerely,

Brian Harper
G & C Contracting, LLC.

Accepted: _____
Date: _____

Falcon Contracting Co., Inc.



P.O. Box 5044
1500 Moss Street
Columbus, MS 39704-5044
662-327-2053

Quotation

Clay County District 2
Luke Lummus - Supervisor
December 30, 2022

Falcon Contracting Co., Inc., proposes to furnish the labor and equipment necessary to complete the following items of work on the above referenced project:

Camp Ground Road - Asphalt Overlay

1. Install asphalt paving as necessary in places pointed out by Luke Lummus.

Unit Price per site visit = 425 ton @ \$66.50 / ton = \$28,262.50 including all applicable permits and fees

Note: No Hot Mix Asphalt is in this price.

Thank you for the opportunity to quote this work.



Tony W. Gray, Jr.
Falcon Contracting Co., Inc.

PURCHASE REQUISITION

CLAY COUNTY PURCHASING
P.O. Box 815 County Courthouse
West Point, MS 39773
662-494-3313

Requisition No 033400

Related Purchase Order No. _____

Dist 2
County Department or Office

1-4-23
Date

Budget to be Charged: 1.2

AWP
Date Needed

Delivery to: _____

Pinkerton Rd

Quantity Requested	Description of Items Requested	(For Purchase Clerk's Use Only)
1	labor & materials to install hot mix asphalt surface mix to variable depth	

Approved: [Signature]
Authorized Signature

G & C Contracting, LLC.

******Quotation******

**Clay County District #2
Mr. Luke Lummus, Supervisor
December 23, 2022**

G & C Contracting, LLC. proposes to furnish the labor, and equipment necessary to complete the following items of work on the above referenced project:

Asphalt Installation per ton for Pinkerton Road

1. Sweep, clean, and tack as necessary in locations defined by Mr. Luke Lummus.
2. Install hot mix asphalt surface mix at variable depth in said locations.
3. Professional clean up.

Unit Price per site visit = 850 ton @ \$55.00 per ton = \$46,750.00 (all inclusive, except hot mix)

Thank you for the opportunity to quote this work.

Sincerely,

Brian Harper
G & C Contracting, LLC.

Accepted: _____
Date: _____

Falcon Contracting Co., Inc.

P.O. Box 5044
1500 Moss Street
Columbus, MS 39704-5044
662-327-2053

Quotation

Clay County District 2
Luke Lummus - Supervisor
December 30, 2022

Falcon Contracting Co., Inc., proposes to furnish the labor and equipment necessary to complete the following items of work on the above referenced project:

Pinkerton Road - Asphalt Overlay

1. Install asphalt paving as necessary in places pointed out by Luke Lummus.

Unit Price per site visit = 888 ton @ \$66.50 / ton = \$59,052.00 including all applicable permits and fees

Note: No Hot Mix Asphalt is in this price.

Thank you for the opportunity to quote this work.



Tony W. Gray, Jr.
Falcon Contracting Co., Inc.

PURCHASE REQUISITION

CLAY COUNTY PURCHASING
P.O. Box 815 County Courthouse
West Point, MS 39773
662-494-3313

Requisition No 031194

Related Purchase Order No. _____

Dist 2
County Department or Office
Budget to be Charged Whe
D. 2

1-4-23
Date
ASAP
Date Needed

Delivery to: _____

CUEVAS ROAD

Quantity Requested	Description of Items Requested	(For Purchase Clerk's Use Only)
1	Labor & materials to install dot mix asphalt at variable depth	

Approved: [Signature]
Authorized Signature

G & C Contracting, LLC.

******Quotation******

**Clay County District #2
Mr. Luke Lummus, Supervisor
December 23, 2022**

G & C Contracting, LLC. proposes to furnish the labor, and equipment necessary to complete the following items of work on the above referenced project:

Asphalt Installation per ton for Cuevas Road

1. Sweep, clean, and tack as necessary in locations defined by Mr. Luke Lummus.
2. Install hot mix asphalt surface mix at variable depth in said locations.
3. Professional clean up.

Unit Price per site visit = 300 ton @ \$55.00 per ton = \$16,500.00 (all inclusive, except hot mix)

Thank you for the opportunity to quote this work.

Sincerely,

Brian Harper
G & C Contracting, LLC.

Accepted: _____
Date: _____

Falcon Contracting Co., Inc.

P.O. Box 5044
1500 Moss Street
Columbus, MS 39704-5044
662-327-2053

Quotation

Clay County District 2
Luke Lummus - Supervisor
December 30, 2022

Falcon Contracting Co., Inc., proposes to furnish the labor and equipment necessary to complete the following items of work on the above referenced project:

Cuevas Road - Asphalt Overlay

1. Install asphalt paving as necessary in places pointed out by Luke Lummus.

Unit Price per site visit = 312 ton @ \$66.50 / ton = \$20,748.00 including all applicable permits and fees

Note: No Hot Mix Asphalt is in this price.

Thank you for the opportunity to quote this work.



Tony W. Gray, Jr.
Falcon Contracting Co., Inc.

PURCHASE REQUISITION

Requisition No 031195

CLAY COUNTY PURCHASING
P.O. Box 815 County Courthouse
West Point, MS 39773
662-494-3313

Related Purchase Order No. _____

Dist 2
County Department or Office
Budget to be Charged *Ube*
D. 2

1-4-23
Date
ASAP
Date Needed

Delivery to: _____

Community Center Road East

Quantity Requested	Description of Items Requested	(For Purchase Clerk's Use Only)
1	Labor & Materials to install hot mix asphalt surface min AT variable depth	

Approved: *[Signature]*
Authorized Signature

G & C Contracting, LLC.

******Quotation******

**Clay County District #2
Mr. Luke Lummus, Supervisor
December 23, 2022**

G & C Contracting, LLC. proposes to furnish the labor, and equipment necessary to complete the following items of work on the above referenced project:

Asphalt Installation per ton for Community Center Road East

1. Mix, shape, and compact existing aggregate base as necessary in locations defined by Mr. Luke Lummus.
2. Install hot mix asphalt surface mix at variable depth in said locations.
3. Professional clean up.

Unit Price per site visit = 350 ton @ \$55.00 per ton = \$19,250.00 (all inclusive, except hot mix)


Thank you for the opportunity to quote this work.

Sincerely,

Brian Harper
G & C Contracting, LLC.

Accepted: _____
Date: _____

Falcon Contracting Co., Inc.



P.O. Box 5044
1500 Moss Street
Columbus, MS 39704-5044
662-327-2053

Quotation

Clay County District 2
Luke Lummus - Supervisor
December 30, 2022

Falcon Contracting Co., Inc., proposes to furnish the labor and equipment necessary to complete the following items of work on the above referenced project:

Community Center Road East - Asphalt Overlay

1. Base prep existing aggregate base for paving.
2. Install asphalt paving as necessary in places pointed out by Luke Lummus.

Unit Price per site visit = 375 ton @ \$66.50 / ton = \$24,937.50 including all applicable permits and fees

Note: No Hot Mix Asphalt is in this price.

Thank you for the opportunity to quote this work.



Tony W. Gray, Jr.
Falcon Contracting Co., Inc.

EXHIBIT D

**IN THE MATTER OF AWARDING AND ACCEPTING THE BID PROPOSAL FOR
CLAY COUNTY MISSISSIPPI DEPOSITORY**

WHEREAS, this Board finds and adjudicates that at a prior meeting of this Board a Notice was approved for the publication to banks of Clay County Mississippi seeking the filing of sealed bid proposals for the privilege of keeping County funds for calendar years 2023 through 2026, as provided by Section 27-105-305 of the *Mississippi Code of 1972*, as amended, which notice was duly published in said Clay County Mississippi, on December 10, 2022 and December 17, 2022 and that such bids would be received until 9:00 o'clock a.m. on Tuesday, the 3rd day of January, 2023, at the Clay County Courthouse in the office of the Chancery Clerk, and that proof of publication is attached hereto as Exhibit A and appears to this Board, the time for filing of such bid proposals has now expired, and;

It appears to this Board bids for primary depository consideration have been received from Bank of Commerce Bank, Renasant Bank, Cadence Bank, and BankFirst Financial Services Bank all of which agreed to comply with the laws of the State of Mississippi and the laws of the Mississippi State Treasurer's office with respect to depositories, and offered to pay interest on all monies deposited into demand deposit accounts, and;

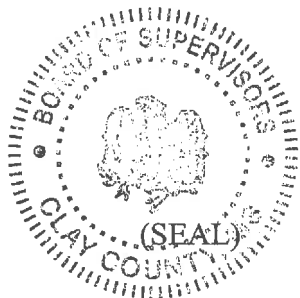
It appears, further, to this Board that all Banks are qualified to act as County Depositories, as verified from the MS State Treasurers website listing of designated Qualified State Depositories, and that it would be in the best interest of Clay County Mississippi and the funds of the County for all banks which submitted bid proposals to be selected and designated as County Depositories.

WHEREAS, the Board now finds and determines that the said banks qualify as depositories under Section 27-105-305 of the *Mississippi Code of 1972*, and that *Bank of Commerce Bank* shall serve as the primary County Depository because of their bid of 3.35%, fixed rate, for four (4) years, on all of the County's demand deposit accounts with no service fees, to be charged to any County account, except for outgoing wire charge fee of \$25.00 per item, research and statement reproduction fee \$4.00 per statement, and non-sufficient funds fee of \$36.00 per item.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED, Supervisor Lummus moved to authorize and approve to designate *Bank of Commerce Bank* as the primary County Depository. The motion was seconded by Supervisor Davis. The motion carried unanimously. Supervisor Davis moved to authorize and approve that Bank of Commerce Bank, Renasant Bank, Cadence Bank, and BankFirst Financial Services Bank, be selected, appointed,

and designated as County Depositories for the calendar years 2023, 2024, 2025, and 2026. The motion was seconded by Supervisor Lummus. The motion carried unanimously.

SO ORDERED, this the 5th day of January, 2023.



LYNN HORTON, PRESIDENT
BOARD OF SUPERVISORS
CLAY COUNTY MISSISSIPPI

ATTEST:

AMY G. BERRY, CHANCERY CLERK
CLERK OF THE BOARD
CLAY COUNTY MISSISSIPPI

AFFP
Service Contract for Propane

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF CLAY }

NOTICE TO BIDDERS
RE: SERVICE CONTRACT FOR PROPANE/BUTANE

WHEREAS, the Clay County Board of Supervisors having met in regular session on the 10th day of November, 2022 did find as follows:

I, Mollie Moore, being duly sworn, says:

That she is Classified Clerk of the Daily Times Leader, a daily newspaper of general circulation, printed and published in West Point, Clay County, Mississippi; that the publication; a copy of which is attached hereto, was published in the said newspaper on the following dates:

November 30, 2022, December 07, 2022

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Mollie Moore
Classified Clerk

Subscribed to and sworn to me this 7th day of December 2022.

Wendi Elise McMinn

Wendi Elise McMinn, Notary Public, Clay County, Mississippi
My commission expires: November 09, 2026

WHEREAS, a motion was made and duly seconded authorizing the Clerk to advertise for sealed bids on a one-year service contract to run from January 1, 2023 through December 31, 2023 to inspect and refuel the butane tanks located at the following County owned Buildings or Repeater Towers as follows:

1. To Furnish Butane to all Five District Sheds
2. To Furnish Butane to all Voting Precincts
3. To Furnish Butane to all Volunteer Fire Departments -- ONLY BY REQUEST FROM THE VOLUNTEER FIRE DEPARTMENTS
4. To Furnish Butane to the two repeater towers as located on Enon Road and Pinkerton Road

WHEREAS all tanks are owned by Clay County.

All bids must be filed with the Clerk of the Board of Supervisors of Clay County at 365 Court Street, West Point, MS 39773 or may be mailed to: P. O. Box 815, West Point, MS 39773 on or before 9:00 A.M. on Wednesday, December 14, 2022 at 9:00 a.m. to be opened and presented to the Board of Supervisors on Tuesday, December 20, 2022 for approval. Mailed bids should be clearly marked "Annual Bids-Do Not Open until 12/14/2022".

The Board of Supervisors reserve the right to accept or reject all bids received and to waive any and all formalities with the acceptance and rejection of the bids.

After motion by Supervisor Deanes and second by Supervisor Lummus this Board doth vote unanimously in favor of the motion.

SO ORDERED this the 10th day of November, 2022.

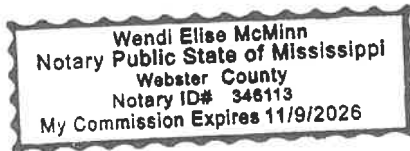
Lynn Horton, President
Board of Supervisors
ATTEST:
Amy G. Berry, Chancery Clerk
Clerk of the Board
Clay County Mississippi

Publication Dates:

11/30/2022
12/07/2022

00008607 00099381

Amy Berry
Clay County Chancery Clerk (DTL)
P. O. Box 815
West Point, MS 39773





County
Depository Bid Process
Informational Guide

This standardized form and informational guide is offered as a convenience to Mississippi public entities and financial institutions. Its use is not required under Mississippi statute. Parties are encouraged to review Section 27-105-5, Mississippi Code Ann. (1972), for state requirements governing depositories. While the Office of the State Treasurer (OST) is pleased to offer assistance in using this standardized form, review of completed forms by OST staff does not constitute approval of the content and the OST makes no warranties or representations as to the completeness or accuracy of the information included therein. In no event will the OST be responsible for damages of any nature whatsoever resulting from the use of or reliance upon the information provided between the public entities and financial institutions using this form. It is recommended to consult with your auditor should you have any questions regarding applicable law or governance related to your specific public entity when performing the depository bid process.

County Checklist

- 1. Set a timeline for completing the depository bid process to ensure banking institutions have ample time to review the form and respond by the deadline. *It is recommended to allow a minimum of three (3) weeks for banking institutions to respond.*
- 2. Download the County Depository Bid Form from the Office of the State Treasurer's website at <https://treasury.ms.gov/wp-content/uploads/2020/06/County-Depository-Bid-Form.pdf>.
 - a. Personalize form by filling in specific county name in the appropriate blanks.
 - b. Under Section 13, complete the "Account Data" section to include statistics about current accounts.
 - c. Complete the "Account Services" section by selecting "Yes", "No", or "Interested" in the drop down box. Complete the "Monthly Average Volume" section by including statistics for each service. *Attach additional account statistics to form if needed before sending to the financial institutions.*
 - d. Add any additional services not listed on the form in the blanks provided under the "Account Services" column.
- 3. **Required at December Board Meeting:** The Board approves the bid notice. The Board may consider the approval of the bid form in some cases.
- 4. Determine which banking institutions are a Qualified State Depository by visiting the Office of the State Treasurer's website:
<https://treasury.ms.gov/for-governments/bond-debt-information/>
- 5. Publish the "Notice to Bidders" in a local newspaper as required by *MS Code 27-105-305. Counties are required to publish bid notice in a local newspaper once for the initial bidding process.*
- 6. Send the depository bid packet to local qualified depositories as soon as the Notice to Bidders is published. *It is recommended to email the qualified depositories an electronic version of the bid form to allow the depositories to type in responses.*
 - a. Provide good contact information to banking institutions to assist in the process.
 - b. Direct the banking institutions to use the standardized proposal form and include the required attachments.
 - c. Provide the banking institutions any additional information requested that would be necessary for the institution to offer a qualified bid.
 - d. Time/Date stamp bids upon receipt.

- 7. **Recommended at the January Board Meeting:** The Board reviews the depository bids, but may also vote to review the bids at a subsequent meeting.
- 8. Complete the depository bid process when the contract ends or at a minimum of every four (4) years as required by *MS Code 27-105-305*.

Governing Law Summary

§ 27-105-305. Publication for bids to keep county funds; content of bids; acceptance of bid; election by board of supervisors to submit certain bids to State Treasurer to determine acceptance of bid; authority of State Treasurer upon receipt of bids from board of supervisors.

The board of supervisors at the regular December 1997 meeting, and annually thereafter or, in the discretion of the board of supervisors, thereafter at such other interval of time as determined by the board of supervisors, but no less frequently than every four (4) years, shall give notice to all financial institutions in its county whose accounts are insured by the Federal Deposit Insurance Corporation (or any successor thereto), by publication, that bids will be received from financial institutions at the following January meeting, or some subsequent meeting, for the privilege of keeping the county funds, or any part thereof, which notice shall refer by name to this article and it shall not be necessary to incorporate in the notice the provisions of this article; and at the January meeting, or a subsequent meeting as may be designated in the notice, as the case may be, the board of supervisors shall receive such bids or proposals as the financial institutions may make for the privilege of keeping the county funds, or any part thereof. The bids or proposals shall designate the kind of security as authorized by law which the financial institutions propose to give as security for funds, and the board shall cause the county funds and all other funds in the hands of the county treasurer to be deposited in the qualified financial institution or qualified institutions proposing the best terms, taking into consideration all material aspects of the proposal, including, but not limited to, net earnings, account costs, costs of transfer of accounts from existing depositories, banking services provided and other service considerations, and meeting the requirements provided in Section 27-105-315, having in view the safety of such funds. However, if a bank submits a bid or offer to the board of supervisors to act as a depository for the county and the bid or offer, if accepted, would result in a contract in which a member of the board of supervisors would have a direct or indirect interest, the board of supervisors may elect to not open or consider any bids received and submit the matter to the State Treasurer. Upon receipt of the bids received from the board of supervisors, the State Treasurer shall open and consider the bids received, select a depository or depositories, make all decisions and take any action within the authority of the board of supervisors under this section relating to the selection of a depository or depositories, including:

- (a) The selecting and opening of accounts;
- (b) Approval of securities;
- (c) The transfer and deposit of funds between depositories; and
- (d) All other related functions.

If the board of supervisors elects to open and consider the bids or offers, it shall not open or consider any bid which, if accepted, would result in a contract in which a member of the board of supervisors would have a direct or indirect interest.

§ 27-105-307. When no bids submitted; board to readvertise.

When no bid is made by any qualified financial institution in the county or in the adjoining county to qualify as a depository at the January meeting, the board of supervisors shall re-advertise at some subsequent meeting for a depository and select same, in the manner provided by law.

§ 27-105-309. When banks in county fail to respond.

Any county failing to secure a county depository by the advertisement to the qualified financial institutions of the county and of the adjoining counties, shall readvertise at any subsequent meeting of the board of supervisors, and as soon as possible, for bids for a county depository. Such notice shall be published once a week for three (3) weeks in some newspaper published in the county, and in a daily newspaper in Jackson, Mississippi, and shall state that the proposal is open to any qualified financial institution in the state, and that financial institutions outside of the county shall have preference over county financial institutions.

§ 27-105-311. State Treasurer to aid in selection.

The clerk of the board of supervisors shall mail a copy of the notice provided for in Section 27-105-309 to the State Treasurer, who shall make efforts to have some qualified financial institution in the state submit bids for such depository.

§27-105-315. Qualification as depository.

(1) Any financial institution in a county, or in an adjoining county where there is no financial institution in the county qualifying, whose accounts are insured by the Federal Deposit Insurance Corporation or any successors to that insurance corporation may qualify as a county depository, if the institution qualifies as a public funds depository under Section 27-105-5 or a public funds guaranty pool member under Sections 27-105-5 and 27-105-6. The qualified financial institution shall secure those deposits by placing qualified securities on deposit with the State Treasurer as provided in Section 27-105-5.

(2) Notwithstanding the foregoing, any financial institution whether or not meeting the prescribed ratio requirement whose accounts are insured by the Federal Deposit Insurance Corporation or any successors to that insurance corporation, may receive county funds in an amount not exceeding the amount that is insured by that insurance corporation and may qualify as a county depository to the extent of that insurance.

(3) For purposes of the foregoing subsection (2), a deposit or investment shall be within the amount that is insured by that insurance corporation if the deposit or investment is made on the following conditions:

- (a) The financial institution arranges for the investment of the funds in interest-bearing accounts in one or more banks or savings and loan associations wherever located in the United States, for the account of the public depositor;
- (b) The full amount of the principal and accrued interest of each such interest-bearing account is insured by the Federal Deposit Insurance Corporation;
- (c) The financial institution acts as custodian for the public depositor with respect to the funds invested in the public depositor's account; and
- (d) At the same time that such interest-bearing accounts are invested, the financial institution receives an amount of deposits from customers of other financial institutions located in the United States equal to or greater than the amount of the funds invested by the public depositor through the financial institution.

§ 27-105-317. Commission of depository

A county depository must be issued a commission under Section 27-105-11 before receipt of county deposits.

To access the most current version of the statutes included in this document or to view statutes not listed, please visit <https://www.lexisnexis.com/hottopics/mscode/>.

Frequently Asked Questions

Am I required to use the standardized bid form when selecting a depository for my county?

It is highly recommended that you use the form as it was designed to best represent the needs that many counties require from depositories. The form is flexible and can be altered to best fit your needs. It is not required by law to use the form.

Are we required to post our bid in the newspaper?

Yes, you must post your bid in a local newspaper pursuant to *MS Code 27-105-305*. It is recommended to email the forms to possible bidders the same day. This will ensure they have adequate notice and will assist in a faster response.

How do I determine which banking institutions are qualified to bid?

All depositories approved by the Office of the State Treasurer can be found at:

<https://treasury.ms.gov/for-governments/bond-debt-information/>

What amount of collateralization is required to cover public deposits held by an approved depository?

The qualified financial institution shall secure those deposits by placing qualified securities on deposit with the State Treasurer as provided in *MS Code Section 27-105-5*.

**Clay County Mississippi
Depository Bid Summary
January 3, 2023 thru December 31, 2026**

- **Bank of Commerce**

- Proposed two options
 - Fixed Rate Interest Option of 3.35%
 - Variable Rate Interest Option of -.75% basis points below the Federal Fund Rate
 $4.50\% - (.75) = 3.75\%$ - If it were to be $5.00\% - (.75) = 4.25\%$
- No service charges except 3 –
 - (No return check chg, stop payment fee, online banking fee, no direct deposit fee, no Direct Deposit Maint. Fee, No Direct Deposit Per Transaction Fee)
 - Outgoing wire chg. \$25.00 per item
 - Research and Statement Reproduction Fee \$4.00/Per Stmt
 - NSF Fee of \$36.00
- Remote Deposit –
 - will provide the County with machines for remote deposit service

- **Renasant Bank**

- Proposed a fixed rate of 3.20% for 4 years
- Not to charge a maintenance fee on any public funds... ie. Return Deposit item, stop payment fee, etc
- Direct deposit payroll services would be subject to a \$40.00 per month maintenance fee, \$5.00 per batch fee, and a \$.16 per transaction fee
- Online banking services would be subject to \$25.00 service fee for first 6 users
- Remote Deposit Services would be \$50.00 per month and \$10.00 per account
- Agreed to provide \$150.00 annual voucher to replace checks or deposit slips from a vendor

- **Cadence Bank**

- Proposed two Options
 - Fixed Rate of 2.20% for 4 years
 - Variable Rate of -1.05% basis points below the Federal Funds Rate
 $4.50\% - (1.05) = 3.00\%$ $5.00 - (1.05) = 3.95\%$
- Agreed to waive all monthly fees

- **BankFirst**

- Proposed a 3.00% Fixed Interest Rate
- Provided a fee sheet for services



January 3, 2023

Clay County Board of Supervisors
365 Court Street
West Point, MS 39773

Dear Board,

Thank you for the opportunity to serve as the depository bank for Clay County. We are delighted to provide you with the attached proposal in hopes you will find all of the information you need to make Bank of Commerce your bank of choice.

As you know, we have newly developed facility in West Point, a dynamic staff, and any financial instrument available to meet your banking needs. Bank of Commerce has been a cornerstone in the communities it serves since 1904, and we are proud to be a part of West Point and Clay County.

The enclosed proposal outlines a special interest rate to be paid on all of your deposits, along with additional services we can provide through our treasury department. Should you have any questions regarding this proposal, or any services outlined here, please contact me at (662)391-1085 or bruff.sanders@bankcom.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bruff Sanders', with a long horizontal flourish extending to the right.

Bruff Sanders
Executive Vice President

WWW.BANKCOM.COM

P.O. Box 546 / Greenwood, Mississippi 38935-0546 / Telephone (662) 453-4142

COUNTY BID PROPOSAL FORM

TO THE COUNTY OF CLAY COUNTY

We submit the following bid proposal for serving as the deposit for CLAY County for the period beginning January 1, 2023 and ending December 31, 2026 and thereafter until new arrangements shall be made according to law:

1. Bank of Commerce is insured by the Federal Deposit Insurance Corporation or any successors to such insurance corporation.
 2. Bank of Commerce has met the primary capital to assets ratio of five and one-half percent (5 1/2%) or more as of June 30, 2022 and has received certification of such from the State Treasurer. **Please attach commission in response.**
 3. Bank of Commerce has 1 offices located within Clay County, Mississippi. **Please attach in response a list of all branches located in the county. Include address of each branch.**
 4. Bank of Commerce has 5 employees located within Clay County, Mississippi.
 5. Bank of Commerce agrees to place on deposit for Clay County as security with the State Treasurer, any of the securities eligible for securing of state funds as provided in Section 27-105-5, Mississippi Code Ann. (1972) in an amount at least equal to one hundred five percent (105%) of the maximum sum to be placed on deposit in such financial institution at any one time exclusive of that portion of accounts insured by the Federal Deposit Insurance Corporation, or any successors to such insurance corporation.
- Or, Bank of Commerce is a public funds guaranty pool member under sections 27-105-5 and 27-105-6, Mississippi Code Ann. (1972). The qualified financial institution shall secure those deposits by placing qualified securities on deposit with the State Treasurer as provided in Section 27-105-5.
6. Bank of Commerce agrees to execute a Collateral Security Agreement with the county in the form recommended by the State Treasurer of the State of Mississippi for the purpose of complying with Section 1823(e) of FIRREA as necessary to ensure that the county will possess a preferred claim to pledged securities in the event of default by the depository bank. All Collateral Security Agreements will be executed prior to January 1, 2023.
 7. Bank of Commerce agrees to monitor monthly deposits of the county in order to ensure adequate securities are pledged and to provide the county with an annual report listing accounts reported to the State Treasurer.

8. Bank of Commerce agrees to prepare monthly statements beginning with the first day of the month and ending with the last day of the month, showing debits, credits, balances, and sequential listing of cashed checks within five (5) business days of the statement closing date.
9. Bank of Commerce agrees to pay interest on the county's accounts based on a fixed or variable rate. Variable rates shall be equal to the prior month-end U.S. Target Federal Funds Rate plus or minus -.75 basis points. Current U.S. Target Federal Funds Rate is 4.50.

CURRENT RATES BASED ON ABOVE CALCULATIONS

	<i>Variable</i>	<i>Fixed</i>
<i>DDA Checking Accounts</i>	<u>3.75</u> %	<u>3.35</u> %
<i>Money Market/Savings Accounts</i>	<u>3.75</u> %	<u>3.35</u> %

Note: Interest shall be earned on the average daily investable balance.

10. Bank of Commerce agrees to provide earnings allowance on daily county account balances that offset bank service charges. The earnings credit rate (ECR) shall be 0 %.
11. Bank of Commerce agrees to, if requested, offer advice on cash management and investment strategies necessary to properly utilize the county's assets.
12. Bank of Commerce agrees to provide the requested information necessary for the completion of the annual audit at no charge to the county or its auditors.
13. Bank of Commerce agrees to allow the county to establish or maintain checking or savings accounts for no charge or minimum charges/fees for deposits credited, checks paid, incoming wire transfers, or returned deposit items. In addition, Bank of Commerce agrees to provide the services listed on the following page at no charge or minimum charge to the county based on account data provided by county and the data listed below:

Account Data	
<i>Average Monthly Ledger Balance</i>	9,538,940.51
<i>Number of DDA Checking Accounts</i>	20
<i>Number of Savings Accounts</i>	0

Completed By County			Financial Institution's Response	
Account Services	Services Utilized? (Yes/No/Interested)	Monthly Average Volume	Provided at No Charge (Yes or No)	Direct Fee or Service Charge (Indicate Fee or Charge)
Stop Payments	YES	3 TIMES PER YR- EST	Yes	
Outgoing Wire Transfers	YES	3 TIMES PER YR - EST	No	\$25.00/Item
Incoming Wire Transfers	YES	3 TIMES PER YR- EST	Yes	
Night Depository Services	YES	JUSTICE COURT	Yes	
Locking Bank Bags	YES	JUSTICE COURT	Yes	
Keys for bank night drop	YES	JUSTICE COURT	Yes	
Deposit Slips	NO	DAILY DEPOSITS	Yes	
Checks	NO	ONLY ON CERT ACCTS	Yes	
Re-deposit of returned deposit items at least once	YES		Yes	
Research/Statement Reproduction			No	\$4.00/St mt
Payroll Direct Deposit Services	NO		Yes	
Transactions handled via phone			Yes	
Cash in to be counted by teller at time of deposit	YES		Yes	
Internet Banking Access	YES		Yes	
Overdraft Fees and Penalties	YES	RARELY	No	\$36.00/Item
Positive Pay			Yes	
Reconciliation				
Controlled Disbursements				
Stored Value (Payroll) Cards			Yes	
Lockbox Services				
Check to ACH Conversion				
Balance and Transaction Services				
<i>Note: Please add any additional services you deem necessary or have interest in under the "Account Services" column.</i>				

14. Bank of Commerce agrees to provide ledger credit on the same day as deposits occur (holidays and weekends excluded). This includes same day credit on wire transfer of funds from the federal and state government, and same day credit on deposits made by the county prior to 2:00 P.M. CST.

Financial Institution Name: Bank of Commerce

Primary Contact Name: Bruff Sanders

Telephone Number: 662-391-1100

Street Address: 5549 Hwy 45 Alt S

City, State, Zip Code: West Point, MS 39754

Email Address: bruff.sanders@bankcom.com

Type or Print Name: Bruff Sanders

Authorized Signature: 

Title: Executive Vice President

Date: _____

Treasury Management

CLAY COUNTY

Request for Proposal

Lori Frady
VP, Treasury Management Sales
(662) 329 - 6539
lori.frady@cadencebank.com



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Executive Summary for Clay County

December 21, 2022

Cadence Bank is pleased to provide a proposal for banking services to Clay County for a 4 year period. We are qualified to meet and exceed your highest expectations through our experienced teams, highly regarded executive leadership team, our commitment to leading technology, and our strong financial footing. Cadence Bank is a Qualified Public Depository as approved by the Mississippi State Treasurer under Section 27-105-9, Mississippi Code (1972).

With \$47.7 billion in assets, \$29.3 billion in total loans and \$39 billion in deposits (as of September 30, 2022) Cadence Bank operates a network of 400 branch locations across the South, Midwest and Texas. We will consult with you to provide ongoing support for current and future processes designed to create a broader level of efficiency and automation.

We offer a competitive financial package designed to pay attractive interest rates and keep costs to a minimum. The components of our offering include the following rates and pricing, guaranteed for a four-year term:

- **Interest Rate on Deposits-** Cadence Bank is proposing a variable interest rate of **Fed Funds effective minus 105 bps** with a cap of **350 basis points (3.50%)** on your depository funds or a fixed rate of **265 bps (2.65%)** for 2 years or a fixed rate of **220 bps (2.20%)** for 4 years.
- **Fees-** Cadence Bank agrees to waive all monthly fees excluding credit card processing (merchant services) fees for the four year term.

Service excellence is a top priority at Cadence. Our approach to service is simple; we commit to responding quickly, to proactive and clear communications, to providing answers and solutions designed to accommodate your changing needs and continuing to act as your trusted advisor. Some additional recommendations or solutions that you might want to consider are:

- **Fraud Prevention Tools-**
 - **Positive Pay and ACH Positive Pay** are a must in this day and age. Fraudsters are finding more ways to penetrate business accounts with either paper or electronic transactions; and now more by sending fraudulent phishing emails to your employee email accounts. Protect yourself against these unauthorized transactions with Positive Pay and ACH Positive Pay.
- **Payables & Risk Management**
 - **Invoice to Pay-** enables businesses to increase end to end Accounts Payable efficiency, reduce processing costs, improve cash flow control, mitigate fraud risk, improve internal accounting controls and select from multiple payment options. I've included some additional information about this solution on the Invoice to Pay document.



It is an honor to present a proposal to Clay County. We are confident that we can address all of your Treasury management needs and exceed your expectations. We look forward to continuing to work with you in the future.

Sincerely,

A handwritten signature in cursive script that reads "Lori Trady".

Lori Trady
VP, Treasury Management Sales

A handwritten signature in cursive script that reads "Jennifer Woodruff".

Jennifer Woodruff
President

COUNTY BID PROPOSAL FORM

TO THE COUNTY OF CLAY COUNTY

We submit the following bid proposal for serving as the deposit for CLAY County for the period beginning January 1, 2023 and ending December 31, 2026 and thereafter until new arrangements shall be made according to law:

1. Cadence Bank is insured by the Federal Deposit Insurance Corporation or any successors to such insurance corporation.
2. Cadence Bank has met the primary capital to assets ratio of five and one-half percent (5 1/2%) or more as of June 30, ~~2021~~ 2021 received certification of such from the State Treasurer. Please attach commission in response.
3. Cadence Bank has 1 offices located within Clay County, Mississippi. Please attach in response a list of all branches located in the county. Include address of each branch.
4. Cadence Bank has 8 employees located within Clay County, Mississippi.
5. Cadence Bank agrees to place on deposit for Clay County as security with the State Treasurer, any of the securities eligible for securing of state funds as provided in Section 27-105-5, Mississippi Code Ann. (1972) in an amount at least equal to one hundred five percent (105%) of the maximum sum to be placed on deposit in such financial institution at any one time exclusive of that portion of accounts insured by the Federal Deposit Insurance Corporation, or any successors to such insurance corporation.
Or, Cadence Bank is a public funds guaranty pool member under sections 27-105-5 and 27-105-6, Mississippi Code Ann. (1972). The qualified financial institution shall secure those deposits by placing qualified securities on deposit with the State Treasurer as provided in Section 27-105-5.
6. Cadence Bank agrees to execute a Collateral Security Agreement with the county in the form recommended by the State Treasurer of the State of Mississippi for the purpose of complying with Section 1823(e) of FIRREA as necessary to ensure that the county will possess a preferred claim to pledged securities in the event of default by the depository bank. All Collateral Security Agreements will be executed prior to January 1,
7. Cadence Bank agrees to monitor monthly deposits of the county in order to ensure adequate securities are pledged and to provide the county with an annual report listing accounts reported to the State Treasurer.

8. Cadence Bank agrees to prepare monthly statements beginning with the first day of the month and ending with the last day of the month, showing debits, credits, balances, and sequential listing of cashed checks within five (5) business days of the statement closing date.

9. Cadence Bank agrees to pay interest on the county's accounts based on a fixed or variable rate. Variable rates shall be equal to the prior month-end U.S. Target Federal Funds Rate ~~plus~~ minus 105 basis points. Current U.S. Target Federal Funds Rate is 4.33

CURRENT RATES BASED ON ABOVE CALCULATIONS

	<i>Variable</i>	<i>Fixed</i>
<i>DDA Checking Accounts</i>	_____ %	_____ %
<i>Money Market/Savings Accounts</i>	_____ %	_____ %

Please see executive summary for rates

Note: Interest shall be earned on the average daily investable balance.

10. Cadence Bank agrees to provide earnings allowance on daily county account balances that offset bank service charges. The earnings credit rate (ECR) shall be 0 %.

11. Cadence Bank agrees to, if requested, offer advice on cash management and investment strategies necessary to properly utilize the county's assets.

12. Cadence Bank agrees to provide the requested information necessary for the completion of the annual audit at no charge to the county or its auditors.

13. Cadence Bank agrees to allow the county to establish or maintain checking or savings accounts for no charge or minimum charges/fees for deposits credited, checks paid, incoming wire transfers, or returned deposit items. In addition, Cadence Bank agrees to provide the services listed on the following page at no charge or minimum charge to the county based on account data provided by county and the data listed below:

Account Data	
<i>Average Monthly Ledger Balance</i>	9,538,940,.51
<i>Number of DDA Checking Accounts</i>	20
<i>Number of Savings Accounts</i>	0

Completed By County			Financial Institution's Response	
Account Services	Services Utilized? (Yes/No/Interested)	Monthly Average Volume	Provided at No Charge (Yes or No)	Direct Fee or Service Charge (Indicate Fee or Charge)
Stop Payments	YES	3 TIMES PER YR- EST	YES	\$ 0
Outgoing Wire Transfers	YES	3 TIMES PER YR - EST	YES	\$ 0
Incoming Wire Transfers	YES	3 TIMES PER YR- EST	YES	\$ 0
Night Depository Services	YES	JUSTICE COURT	YES	\$ 0
Locking Bank Bags	YES	JUSTICE COURT	YES	\$ 0
Keys for bank night drop	YES	JUSTICE COURT	YES	\$ 0
Deposit Slips	NO	DAILY DEPOSITS	YES	\$ 0
Checks	NO	ONLY ON CERT ACCTS	YES	\$ 0
Re-deposit of returned deposit items at least once	YES		YES	\$ 0
Research/Statement Reproduction			YES	\$ 0
Payroll Direct Deposit Services	NO		YES	\$ 0
Transactions handled via phone			YES	\$ 0
Cash in to be counted by teller at time of deposit	YES		YES	\$ 0
Internet Banking Access	YES		YES	\$ 0
Overdraft Fees and Penalties	YES	RARELY	YES	\$ 0
Positive Pay				
Reconciliation				
Controlled Disbursements				
Stored Value (Payroll) Cards				
Lockbox Services				
Check to ACH Conversion				
Balance and Transaction Services				
<i>Note: Please add any additional services you deem necessary or have interest in under the "Account Services" column.</i>				

14. Cadence Bank agrees to provide ledger credit on the same day as deposits occur (holidays and weekends excluded). This includes same day credit on wire transfer of funds from the federal and state government, and same day credit on deposits made by the county prior to 2:00 P.M. CST.

Financial Institution Name: Cadence Bank
Primary Contact Name: LORI FRADY
Telephone Number: 662-329-0539
Street Address: 803 Main St.
City, State, Zip Code: Columbus, MS 39701
Email Address: lori.frady@cadencebank.com

Type or Print Name: Lori Frady
Authorized Signature: Lori Frady
Title: VP, Treasury Management Sales
Date: 12/21/2022

EXHIBIT A



Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, Cadence Bank is hereby appointed a

STATE DEPOSITORY

for a term of one year ending the thirtieth (30th) day of November, 2023, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the first day of December, 2022.

A handwritten signature in cursive script, appearing to read "David McRae", is written over a horizontal line.

David McRae
Treasurer of the State of Mississippi

EXHIBIT B

Branch Locations

Branch	Physical Address	Phone	Lobby Hours	Drive-Thru Hours
West Point Downtown	662 East Broad Street, West Point MS 39773	(662) 494-4431	M-Th 8:30 AM-4:00 PM, F 8:30 AM- 5:00 PM	M-Th 8:30 AM-4:00 PM, F 8:30 AM- 5:00 PM

EXHIBIT C

Miscellaneous Information

About Cadence Bank

Cadence Bank (NYSE: CADE) is a leading regional banking franchise with approximately \$50 billion in assets and more than 400 branch locations across the South and Texas. Cadence provides consumers, businesses and corporations with a full range of innovative banking and financial solutions. Services and products include consumer banking, consumer loans, mortgages, home equity lines and loans, credit cards, commercial and business banking, treasury management, specialized lending, asset-based lending, commercial real estate, equipment financing, correspondent banking, SBA lending, foreign exchange, wealth management, investment and trust services, financial planning, retirement plan management, and personal and business insurance.



Combined Services

Commercial & Business Services

- Commercial & Industrial
- Commercial Real Estate
- Specialized Industries (Energy, Healthcare, Restaurant, Technology)
- Asset-based Lending
- Equipment Financing
- Correspondent Banking
- Treasury Management
- Association Services
- Small Business
- Foreign Exchange
- Insurance & Payroll Services

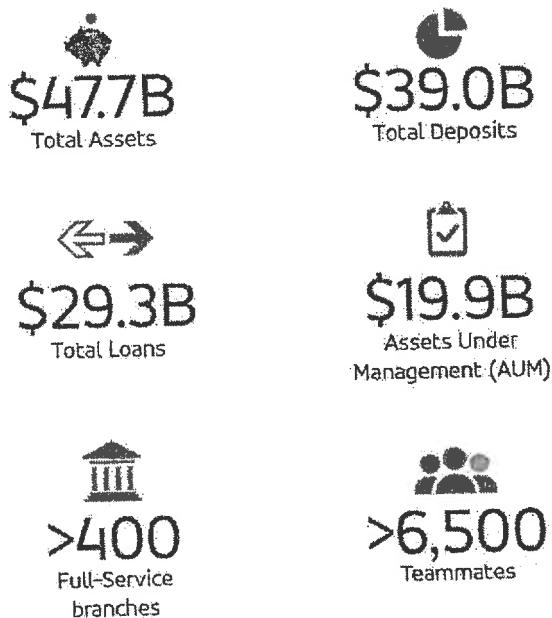
Wealth Services

- Private Banking
- Trust Services
- Investment Services
- Financial Planning
- Personal Insurance

Consumer Financial Services

- Checking, Savings, CD and Money Market
- Mobile and Online Banking
- Mortgages
- Home Equity Line of Credit
- Personal Loans and Lines of Credit
- Property & Casualty Insurance

Key Facts & Stats



Highlights

- The company completed a successful core system conversion and operational integration of the legacy Cadence merger.
- The company rolled out new branding across its nearly 400 branches and other offices across its footprint.

CADE LISTED NYSE

Investment Grade Ratings

S&P Global Ratings
 Long-term issuer credit: BBB+
 Short-term issuer credit: A-2

Moody's
 Long-term issuer credit: Baa2
 Bank Deposits: A2/P-1

Executive Management

James D. "Dan" Rollins III
 Chairman & CEO

Paul B. Murphy, Jr.
 Executive Vice Chairman

Chris A. Bagley
 President

Valerie C. Toalson
 Chief Financial Officer

R. H. "Hank" Holmes IV
 Chief Banking Officer

Follow Us:   

Investor Relations: 713-871-4103 or 800-698-7878 | IR@cadencebank.com

Visit Us: cadencebank.com

Financial information based on earnings results of the combined bank as of September 30, 2022.
 Headquarters: Tupelo, Mississippi and Houston, Texas
 ©2022 Cadence Bank, Member FDIC Equal Housing Lender | NMLS #410279

Insurance and Investment products are:
 • Not a Deposit • Not Bank Guaranteed • Not insured by FDIC or other Government Agency • Not a Condition of any Bank Loan, Product or Service • May go down in value



Receivables Solutions

Accelerate Receivables | Maximize Cash Flow

Automating your accounts receivable process through electronic and cost-effective integrations allows you to focus on growing your business. Spend your time on core business operations and eliminate the time-consuming process of collecting payments and deposits.



Receivables Solutions

Accelerate Receivables & Maximize Cash Flow

Effective cash flow management can improve a business' efficiency and profitability, no matter the size. Cadence Bank has the solutions to shorten the collection process and help you achieve a more efficient cash flow cycle.



LOCKBOX SERVICES

Retail Lockbox

Retail Lockbox services are designed to save you time and reduce costs for payments made by retail consumers. We process payments the same day they are received, minimizing float. Timely and accurate image-based data is available online, allowing you to quickly research payment inquiries and provide better service to your customers.

Wholesale Lockbox

Wholesale Lockbox services are designed for payments made by one business to another and tend to be less frequent with higher dollar amounts. Our service captures more detail and eliminates the time and cost of manually processing in-house.

Specialty Lockbox

Your business and its operations are unique, which means you need a state-of-the-art lockbox service. Our innovative solutions, like Match File, Corrective Workstation, Medical Lockbox, Explanation of Benefits Conversion, Data Transmission, Merchant Services and Remote Deposit Capture will elevate your receivables processing, granting you greater control over cash flow all while increasing your operational efficiency.

Remote Lockbox

Remote Lockbox gives you the ability to capture checks, stubs, full-page remittance documents and envelopes right from your office, eliminating the need to mail items for processing. Scanned items are combined with items received from the Receivables Lockbox for posting, clearing, reporting and archiving in one consolidated report.

eLockbox

eLockbox consolidates consumer bill payments from multiple sources and deposits funds electronically. Our system converts paper processes and manual posting into an electronic workflow for payment and posting.

e-INVOICE PRESENTMENT & PAYMENT (EIPP)

EIPP gives you the ability to distribute electronic bills and invoices for online bill payment. All EIPP information is available in one easy-to-access place. Additionally, your customer has the flexibility to pay you anytime, anywhere with online, phone and mobile capabilities.

ACH DEBIT ORIENTATION

ACH Debit Origination allows you to expedite collections and provides a receipt for single transactions at a fraction of the cost of a wire transfer.

MATCH FILE & CORRECTIVE WORKSTATION

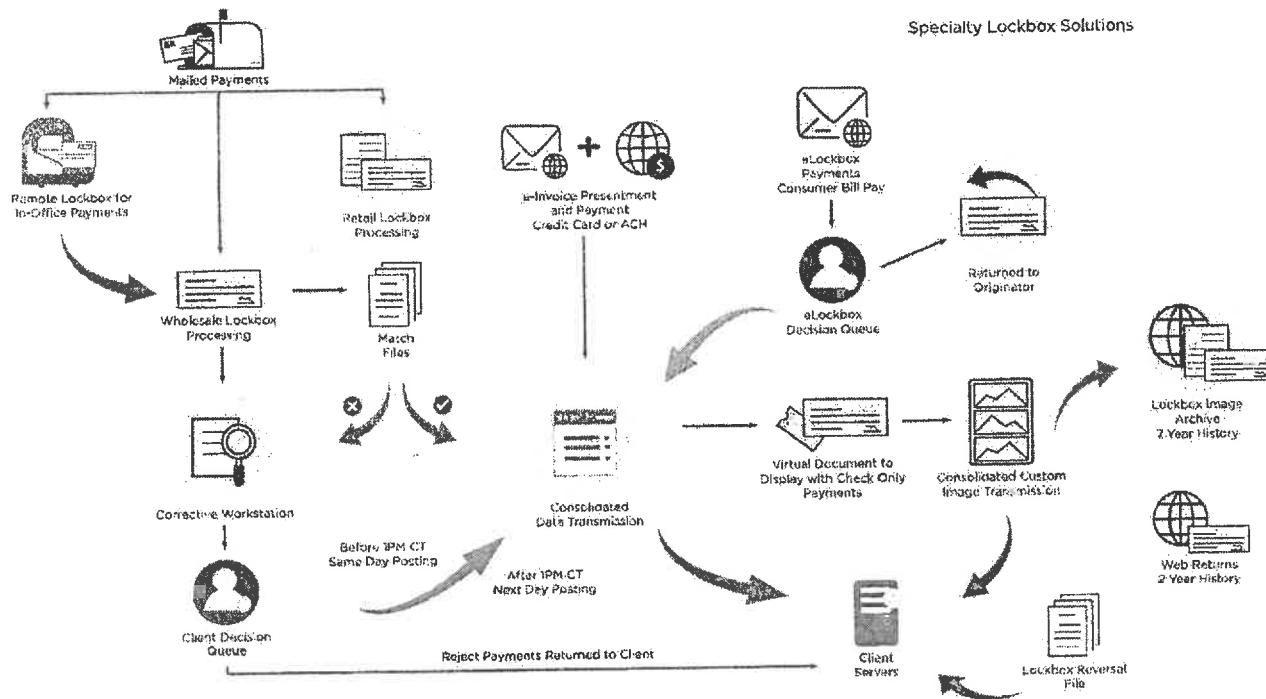
Match File

Our custom solution has the ability to compare payment transactions to the billing database when no coupon or invoice is present to enrich the payment. Match File confirms client account, statement and pertinent information not included with the payment. Next, it completes posting file details, eliminating exceptions.

Corrective Workstation

Processes check-only payments and posts electronically to an exception queue, allowing you to view online and append with the correct payer account number/period. Our lockbox team will process on the same day, creating a much more efficient process.

HOW IT WORKS



DATA TRANSMISSION

Accounts receivable data transmission offers an all-inclusive posting file by integrating information from our Receivables Solutions. Data collected and included in the transmission enriches the payment information and helps reconcile your receivables. This further eliminates posting delays, improves posting at both the customer and invoice level, enhances audit controls and reduces exception processing.

Did You Know That...

With EIPP, you keep your payments gateway open 24/7, reduce costs associated with traditional printing and mailing of invoices and shorten collection times by 50%.

1-800-329-0289

CadenceBank.com

treasurymanagement@cadencebank.com

CADENCE
Bank

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Treasury Management Trusted Advisors

Technology consultants that tailor the right solutions designed to drive operational efficiency and accelerate your company's cash flow.

SPECIALIZED INDUSTRIES

- Utilities
- Insurance
- Education
- Technology
- Legal
- Government
- Manufacturing
- Financial Services
- Not-for-Profit
- Healthcare
- Telecommunications
- Advertising/Marketing
- Property Management
- Service Companies
- Energy / Oil & Gas



Treasury Solutions and
Depository Services Proposal

January 3, 2023

Presented To:

Clay County



January 3, 2023

Amy Berry, Chancery Clerk
Clay County Courthouse, Officer of Chancery Clerk
365 Court Street
West Point, MS 39773

Dear Ms. Berry:

Thank you for allowing Renasant Bank the opportunity to show you our continued commitment to serve as the depository bank for the Clay County. We are delighted to provide you with the attached proposal in hopes you will find all of the answers you need for Renasant Bank to remain your financial partner of choice.

As you know, we have the facilities, staff, financial instruments, institutional strength and local knowledge to meet and service your banking needs now and for years to come. We pride ourselves on building relationships with our clients which has been the foundation to our success for more than 118 years.

Should you have any further questions about Renasant Bank or this proposal, please do not hesitate to contact me at 662-495-5436 or tobrien@renasant.com. Again, we very much appreciate the opportunity and look forward to extending this partnership with the Clay County Board of Supervisors.

Sincerely,

A handwritten signature in black ink that appears to read 'TOB'.

Tim O'Brien
Market President
Renasant Bank

Thank you for the opportunity for Renasant Bank to submit a bid proposal to continue to serve as the depository bank for the period of January 2, 2023 through January 5, 2026 or for the period of January 2, 2023 through January 5, 2027. This proposal outlines a special interest rate for eligible public funds along with additional services that Renasant could provide through Treasury Solutions.

Our proposal includes the following:

1. Renasant Bank will offer Clay County an interest bearing public fund deposit account(s) with a choice of special fixed rate options which will begin January 2, 2023 through January 5, 2026 or January 5, 2027 based on the following:
 - **A special fixed interest rate of either 3.40% APY (340 basis points) for three (3) years or 3.20% APY (320 basis points) for four (4) years.**

The applicable rate option as selected by the Clay County is hereinafter referred to as the "Special Rate." Interest will accrue daily and be paid on the average daily collected balance for the statement cycle. The types of public fund deposit account(s) eligible for the Special Rate and other conditions and limitations are set forth at the end of this proposal.

2. Renasant will not charge a maintenance (analysis) fee on any public fund account(s) in the name of Clay County. Fees will not be charged for returned deposit items, overdrafts or stop payments. Renasant will issue night depository bags and keys free of charge.
3. Automated Clearing House (ACH) Origination services which include direct deposit of payroll, automatic draft payments, accounts payable disbursements and any other reimbursements will be offered. The fees for this service includes a \$40.00 a month maintenance fee, \$5.00 per batch fee and a .16 per transaction fee. ACH Origination services can provide multi-level approvals and hierarchal batch controls, state and federal tax templates, automatic pre notes (if desired), audit trail and reporting capabilities. ACH capabilities are provided via our Enhanced Business Internet Banking portal and files can be transmitted via templates, a CSV formatted file or a NACHA formatted file. Renasant currently has a 5:00 p.m. Central Standard Time ACH processing cut-off time in place for recipients to receive funds the following business day.
4. Renasant can provide the Clay County with on-line banking capabilities via Enhanced Business Internet Banking. The fees for this service is \$25.00 a month up to six (6) accounts and then is an additional \$3.00 per account. Our online banking portal is an Administrator assigned product which will allow Clay County to grant rights to other users as needed. Additional on-line services can include account transfers, book transfers, e-statements, stop payments, deposit and information reporting, on-line wire capabilities along with positive pay and ACH positive pay services. There may be fees associated with these additional services. Therefore, any desired services should be discussed with Renasant to obtain a quote on applicable fees (if any).

5. Renasant offers remote deposit services known as Business Check Express. This service allows the Clay County the ability to scan the checks you want to deposit from your office and have them deposited to your Renasant account without having to visit your local branch. Items deposited through this device will have a faster collection time resulting in an increased interest accrual. Renasant will offer the Clay County this service. The fee for this service would be \$50.00 a month & \$10.00 per account if elected to have the fees directly assessed.
6. A safe deposit box will be provided at no charge at Renasant based on availability.
7. Renasant reserves the right to decline participation as a Bank Depository should Clay County choose to designate more than one depository. Furthermore, the Special Rate quoted in this proposal as well as the other benefits outlined herein, are conditioned upon Renasant being named as the sole depository for Clay County funds other than those funds that may be invested as savings accounts or certificates of deposits with other institutions. If Renasant is not named as the sole depository for Clay County, Renasant will not be required to honor the Special Rate quoted herein or to provide the deposit account(s) and Treasury Solutions at no charge.
8. Renasant will provide the Clay County a \$150.00 annual allowance to replace checks or deposit slips from a vendor of your choice.
9. Renasant offers personal service with timely and efficient problem resolution to all clients as we have extensive experience in handling large municipal and public fund deposits in the state of Mississippi for over a century. Clay County will continue to work with the same relationship team that has served Clay County previously to provide consistency of service. Renasant is state chartered under the laws of Mississippi and regulated principally by the FDIC and the Mississippi Department of Banking and Consumer Finance.
10. Renasant participates and is a member of the State of Mississippi Guaranty Pooling Program, therefore, all securities detail and/or letters of credit for pledging purposes is provided to the State of Mississippi Treasury Department. Renasant complies with the Mississippi Code of 1972, Section 27-105-5. FDIC coverage is currently at \$250,000.00, thus funds in excess of \$250,000.00 will be secured.

In summary, Renasant can offer all the previous listed accounts and existing Treasury Solutions Services as stated above. An "Eligible Account" is a deposit account that (i) the deposits consist of regular tax collection funds or other revenues normally generated by Clay County in the ordinary course of business; (ii) Clay County has an unrestricted right to withdraw funds; (iii) is secured by the method identified in Section 10 of this proposal; and (iv) is used by Clay County as a transactional account in the ordinary course of its business (e.g. operating accounts, payroll accounts, etc.).

For purposes of clarification, savings accounts, certificates of deposit, and accounts whose deposits consist of bond proceeds, special project funds, one-time or emergency appropriations

from the state legislature, or any other type funds not normally derived from tax collections or other normally generated revenues are not Eligible Accounts and will not be paid the Special Rate. Any such accounts should be discussed with Renasant and will be offered a competitive rate based on then current market conditions. **Additionally, we are limiting the dollar amount of account balances within the Eligible Accounts to an aggregate of Twenty five million (\$25,000,000.00) dollars and reserve the right to pledge securities and offer the Special Rate and other no-cost benefits only up to this committed cap. Any additional funds over the Twenty five million (\$25,000,000.00) limit, should be discussed with Renasant.** Due to the collateral agreements Renasant has agreed upon, any balances in excess of the limited account balance may result in the forfeiture of interest and could be considered a violation of the bid contract. Renasant reserves the right to review and negotiate any requested depository agreements. If Renasant is selected to continue as the depository for Clay County, then upon commencement of the contract period and at least annually thereafter, Renasant will compile a list that identifies all accounts of Clay County at Renasant and indicate which accounts are considered Eligible Accounts that will earn the Special Rate. It will be the duty of Clay County to promptly review this list upon receipt and to notify Renasant in writing if it believes that any account is incorrectly classified.



Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, Renasant Bank is hereby appointed a

STATE DEPOSITORY

for a term of one year ending the **thirtieth (30th) day of November, 2023**, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the **first day of December, 2022**.

A handwritten signature in cursive script that reads "David McRae". The signature is written in black ink and is positioned above a horizontal line.

David McRae
Treasurer of the State of Mississippi

COUNTY BID PROPOSAL FORM

TO THE COUNTY OF CLAY COUNTY

We submit the following bid proposal for serving as the deposit for CLAY County for the period beginning January 1, 2023 and ending December 31, 2026 and thereafter until new arrangements shall be made according to law:

1. BANKFIRST is insured by the Federal Deposit Insurance Corporation or any successors to such insurance corporation.
2. Bank First has met the primary capital to assets ratio of five and one-half percent (5 1/2%) or more as of June 30, 2022, and has received certification of such from the State Treasurer. **Please attach commission in response.**
3. Bank First has 1 offices located within Clay County, Mississippi. **Please attach in response a list of all branches located in the county. Include address of each branch.**
4. Bank First has 9 employees located within Clay County, Mississippi.
5. Bank First agrees to place on deposit for Clay County as security with the State Treasurer, any of the securities eligible for securing of state funds as provided in Section 27-105-5, Mississippi Code Ann. (1972) in an amount at least equal to one hundred five percent (105%) of the maximum sum to be placed on deposit in such financial institution at any one time exclusive of that portion of accounts insured by the Federal Deposit Insurance Corporation, or any successors to such insurance corporation.

Or, Bank First is a public funds guaranty pool member under sections 27-105-5 and 27-105-6, Mississippi Code Ann. (1972). The qualified financial institution shall secure those deposits by placing qualified securities on deposit with the State Treasurer as provided in Section 27-105-5.
6. Bank First agrees to execute a Collateral Security Agreement with the county in the form recommended by the State Treasurer of the State of Mississippi for the purpose of complying with Section 1823(e) of FIRREA as necessary to ensure that the county will possess a preferred claim to pledged securities in the event of default by the depository bank. All Collateral Security Agreements will be executed prior to January 1, 2023
7. Bank First agrees to monitor monthly deposits of the county in order to ensure adequate securities are pledged and to provide the county with an annual report listing accounts reported to the State Treasurer.

8. Bank First agrees to prepare monthly statements beginning with the first day of the month and ending with the last day of the month, showing debits, credits, balances, and sequential listing of cashed checks within five (5) business days of the statement closing date.

9. Bank First agrees to pay interest on the county's accounts based on a fixed or variable rate. Variable rates shall be equal to the prior month-end U.S. Target Federal Funds Rate plus or minus ___ basis points. Current U.S. Target Federal Funds Rate is _____.

CURRENT RATES BASED ON ABOVE CALCULATIONS

	<i>Variable</i>	<i>Fixed</i>
<i>DDA Checking Accounts</i>	_____ %	<u>3.00</u> %
<i>Money Market/Savings Accounts</i>	_____ %	_____ %

Note: Interest shall be earned on the average daily investable balance.

10. Bank First agrees to provide earnings allowance on daily county account balances that offset bank service charges. The earnings credit rate (ECR) shall be _____ %.

11. Bank First agrees to, if requested, offer advice on cash management and investment strategies necessary to properly utilize the county's assets.

12. Bank First agrees to provide the requested information necessary for the completion of the annual audit at no charge to the county or its auditors.

13. Bank First agrees to allow the county to establish or maintain checking or savings accounts for no charge or minimum charges/fees for deposits credited, checks paid, incoming wire transfers, or returned deposit items. In addition, Bank First agrees to provide the services listed on the following page at no charge or minimum charge to the county based on account data provided by county and the data listed below:

Account Data	
<i>Average Monthly Ledger Balance</i>	9,538,940,.51
<i>Number of DDA Checking Accounts</i>	20
<i>Number of Savings Accounts</i>	0

Completed By County			Financial Institution's Response	
Account Services	Services Utilized? (Yes/No/Interested)	Monthly Average Volume	Provided at No Charge (Yes or No)	Direct Fee or Service Charge (Indicate Fee or Charge)
<i>Stop Payments</i>	YES	3 TIMES PER YR- EST		
<i>Outgoing Wire Transfers</i>	YES	3 TIMES PER YR - EST		
<i>Incoming Wire Transfers</i>	YES	3 TIMES PER YR- EST		
<i>Night Depository Services</i>	YES	JUSTICE COURT		
<i>Locking Bank Bags</i>	YES	JUSTICE COURT		
<i>Keys for bank night drop</i>	YES	JUSTICE COURT		
<i>Deposit Slips</i>	NO	DAILY DEPOSITS		
<i>Checks</i>	NO	ONLY ON CERT ACCTS		
<i>Re-deposit of returned deposit items at least once</i>	YES			
<i>Research/Statement Reproduction</i>				
<i>Payroll Direct Deposit Services</i>	NO			
<i>Transactions handled via phone</i>				
<i>Cash in to be counted by teller at time of deposit</i>	YES			
<i>Internet Banking Access</i>	YES			
<i>Overdraft Fees and Penalties</i>	YES	RARELY		
<i>Positive Pay</i>				
<i>Reconciliation</i>				
<i>Controlled Disbursements</i>				
<i>Stored Value (Payroll) Cards</i>				
<i>Lockbox Services</i>				
<i>Check to ACH Conversion</i>				
<i>Balance and Transaction Services</i>				
<i>Note: Please add any additional services you deem necessary or have interest in under the "Account Services" column.</i>				

FEES AND CHARGES. The following fees and charges may be assessed against your account:

Account Research Fee per hour.....	\$20.00
Account Research Fee per copy.....	\$0.35
Account Research Fee per Image Statement.....	\$5.00
Automatic Transfer Fee (From one BankFirst Account to Another).....	\$10.00
Bill Payment Fee for Expedited ACH payment.....	\$5.00
Bill Payment Fee for Overnight Check payment.....	\$25.00
Bill Payment Inactivity Fee (Charged per month after 3 months of inactivity.).....	\$2.00
Check Cashing Fee (Non-Customers, ON-US).....	\$5.00
Check Orders.....	Prices vary depending on product ordered
Check Sent for Collection.....	\$15.00
Collection Fee for Charged Off Deposit Account.....	\$30.00
Debit Card Reissue Fee.....	\$5.00
Debit Card Transaction Fee - Foreign ATM per transaction, transfer, or balance inquiry.....	\$3.00
Dormant Account Monthly Fee if the account goes 365 Days with no activity & balance is \$1,000.00 or less.....	\$10.00
Early Account Closing Fee (within 90 Days).....	\$20.00
International ATM/POS Transactions.....	1.250% of the amount of the transaction
NSF/OD Charge ** This NSF/OD charge may be charged for each check, in-person withdrawal, ATM, ACH, and/or Debit Card transaction, or other electronic means that overdraws your account. **.....	\$36.00
Official Check Fee (BankFirst Accountholders ONLY).....	\$8.00
Overdraft Protection LOC Cash Advance Fee per advance.....	\$10.00
Return Item Fee.....	\$10.00
Returned Mail Fee (per piece of mail returned).....	\$5.00
Safe Deposit Box Late Payment Fee.....	\$10.00
Snap Shot Statement Fee.....	\$1.00
Stop Payment Order Fee.....	\$36.00
Telephone Transfer Fee From Account to Account (per Transfer).....	\$5.00
Telephone Balance Inquiry.....	\$2.00
Wire Transfer Fees (Domestic) Incoming.....	\$20.00
Wire Transfer Fees (Domestic) Outgoing.....	\$25.00
Wire Transfer Fees (International) Incoming.....	\$20.00
Wire Transfer Fees (International) Outgoing.....	\$75.00

14. Bank First agrees to provide ledger credit on the same day as deposits occur (holidays and weekends excluded). This includes same day credit on wire transfer of funds from the federal and state government, and same day credit on deposits made by the county prior to 2:00 P.M. CST.

Financial Institution Name: Bank First Financial Services
Primary Contact Name: Drew Laird
Telephone Number: 662-492-3327
Street Address: 7342 Hwy 45 A W
City, State, Zip Code: West Point MS 39773
Email Address: dlaird@bankfirstfs.com


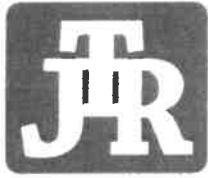
Type or Print Name: Drew Laird
Authorized Signature: 
Title: Commercial Lender
Date: 01/03/2023

EXHIBIT E



J.T. Ray
C O M P A N Y
OFFICE EQUIPMENT SALES, SERVICE, & LEASING

2022 US 45, Suite C
 Columbus, MS 39705
 Phone: (662) 842-9410
 Fax: (662) 842-9467
 www.jtrayco.com

Date	1/3/2023
Customer	Clay County Chancery Clerk's Office
Contact	Ginger Allen, Accounts Payable
Email	gallen@claycounty.ms.gov
Phone	662 494-3124/662 391-0039
Address	205 Court Street, West Point, MS 39773
Location	In the Vault to the right

Equipment

Konica Minolta bh 550i

- 55 pages per minute Monochrome Printer/Copier
- DF-714 Dual Scan Document Feeder (scans 200 ipm)
- PC-216 Paper Feed Drawer (2 X 500 Sheets)
- FS-539 Floor Finisher (50 sheet stapling plus manual stapler)
- RU-513 Finisher relay unit
- Line Monitor/Surge Protector
- System Memory 8 GB
- Solid State Drive 256 GB (standard)
- Network Printing
- Scan-to-Email, Scan-to-FTP, Scan-to-SMB, Scan-to-HDD
- Scan and print to usb
- 2-500 sheet paper trays (standard)
- 1 ea 100 sheet bypass tray

36 Month Rental	48 Month Rental	60 Month Rental
\$314.00	\$254.00	\$214.00

20KA12760 State of Mississippi 8200050619 Contract

Service/Maintenance Contract

Full Service includes all parts, labor, and supplies except paper and staples. \$0.0069 per black and white impression and \$0.00 per color impression.

JT Ray Co. Rep	William Sullivan	Email:	williamsullivan@jtrayco.com
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**RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)**

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between Clay County Chancery Clerk' Office (hereinafter referred to as Customer), and JT Ray Company (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

- A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.
- B. **INSTALLATION SITE:** At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the

equipment and to a telephone for local or toll free calls.

- C. **INSTALLATION DATE:** The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.
- D. **ACCEPTANCE:** Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.
- E. **RELOCATION:** Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, at receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. **RENTAL TERM:** The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. **OWNERSHIP:** Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. **PAYMENTS:**

A. **INVOICING AND PAYMENTS:** The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. **E-PAYMENT:** The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. **PAYMODE:** Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. **METER READINGS:** If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. **COPY CREDITS:** If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which

was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. **USE OF EQUIPMENT:** Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.
10. **MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:**
- A. **SERVICES:** If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.
 - B. **EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.
 - C. **REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.
11. **HOLD HARMLESS:** To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence, which the Customer shall not unreasonably withhold.
12. **ALTERATIONS, ATTACHMENTS, AND SUPPLIES:**
- A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer maynot remove anyownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. **ASSIGNMENT:** The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and persona delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name William Sullivan
Title ACCOUNT EXECUTIVE
Address 2022 US 45 SUITE C
City, State, & Zip Code COLUMBUS,MS 39705

For the Customer:

Name Amy Berry
Title Chancery Clerk
Address 365 Court Street
City, State, & Zip Code West Point, MS 39773

16. **WAIVER:** Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. **CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. **SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **THIRD PARTY ACTION NOTIFICATION:** Vendor shall give Customer prompt notice in writing of any action filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. **AUTHORITY TO CONTRACT:** Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comp

with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.
24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.
26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.
27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both -- in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.
28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.
29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.
30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject

the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified a Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 5th day of Jan, 2023.

Vendor: IT Ray Company

By: *William Sullivan*
Authorized Signature

Printed Name: William Sullivan

Title: Account Executive

WITNESS:

Witness my signature this the 5th day of January, 2023

Customer: Clay County Chancery Clerk's Office

By: *Amy Berry*
Authorized Signature



Printed Name: Amy Berry

Title: Clay County Chancery Clerk

WITNESS: *[Signature]*
[Signature]

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050619

Vendor Company Name: JT RAY COMPANY

Customer Agency Name: Clay County Chancery Clerk

Bill to Address: P.O. Box 815, West Point, MS 39773

Ship to Address: 205 Court Street, West Point, MS 39773

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
<u>48 MONTH FMV LEASE FOR KONICA MINOLTA BIZHUB 550i, PC-216, FS-539, RRU-513, SURGE PROTECTOR</u>	<u>\$254.00</u>

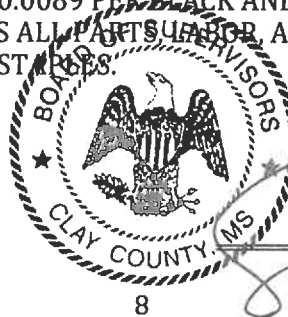
Delivery Schedule and Installation Date:

Rental Term: 48 MONTHS
Start Date: 2/14/2023
End Date: 2/14/2027

Modifications: FULL SERVICE CONTRACT - \$0.0089 PER BLACK AND WHITE IMPRESSION AND \$0.00 PER COLOR IMPRESSION. INCLUDES ALL PARTS LABOR, AND SUPPLIES (TONER, DRUM, ETC.) DOES NOT INCLUDE PAPER AND STAPLES.



Vendor Signature





Customer Signature

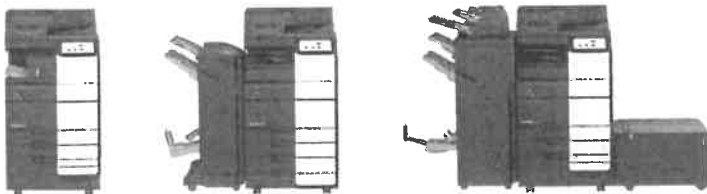


KONICA MINOLTA

bizhub 550i

Black & White A3 multifunctional

**bizhub
i-SERIES IS
SMARTER
WORKING
RETHINK IT**



Giving Shape to Ideas

CUSTOMER BENEFITS



Security
Secure network integration, data encryption, hard drive overwrite, and advanced user authentication



Productivity
Reliability, high-speed scanning and printing, combined with powerful finishing functions



Sustainability
Numerous eco features reduce energy consumption and costs



Intuitive operability
Operate the bizhub like a smartphone or tablet with fully customized user interface



Application ecosystem
Enhanced efficiency thanks to Konica Minolta's extensive applications portfolio

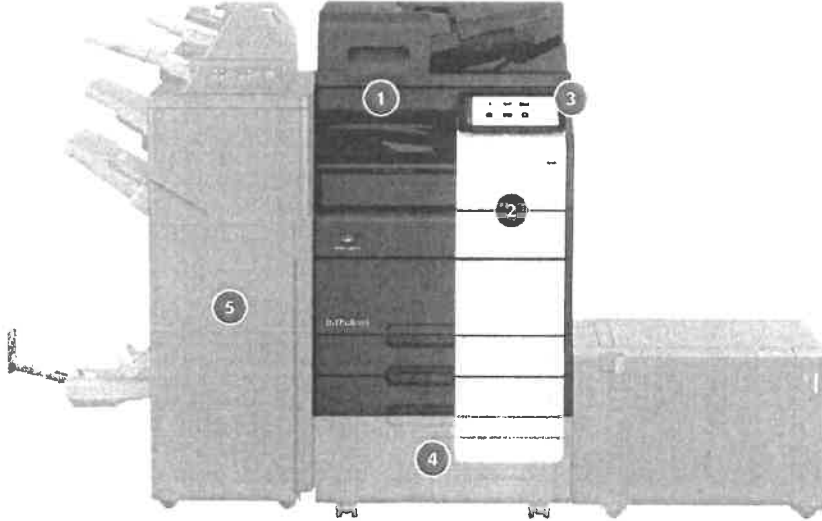


Services
Efficient printer fleet management, including automatic consumables delivery, pro-active maintenance and remote setup

OPTIONS

1 ENHANCED FEATURES

- PDF enhancements
LK-102v3
- OCR text recognition
LK-105v4
- Barcode fonts
LK-106
- Unicode fonts
LK-107
- OCR A and B fonts
LK-108
- Document converter pack
LK-110v2
- ThinPrint® client
LK-111
- Antivirus
LK-116
- FOIP IP Fax (T.38)
LK-117



2 CONNECTIVITY

- Fax board
FK-514 x2
- Wireless LAN
UK-221
- USB I/F kit
EK-608
- USB I/F kit
EK-609 OR
- Biometric authentication
AU-102 OR
- ID card reader
- Mount kit
MK-735

3 OTHERS

- Working table
WT-505
- 10-Key pad
KP-102
- Security kit
SC-509
- Replacement SSD
EM-908
- Keyboard holder
KH-102

4 MEDIA INPUT

- Intelligent media sensor
IM-102
- 1x Universal tray
PC-116
- 21x Universal tray
PC-216 OR
- Large capacity tray
PC-416 OR
- Large capacity tray
PC-417 OR
- Copier desk
DK-516
- Large capacity tray
LU-302 OR
- Large capacity tray
LU-207 OR
- Banner tray
MK-730

5 MEDIA OUTPUT

- | | | | | | | |
|--|----|---|----|---|----|---|
| <ul style="list-style-type: none"> Output tray
OT-513 Job separator
JS-508 | OR | <ul style="list-style-type: none"> Inner finisher
FS-533 Attachment kit
MK-607 Punch kit for FS-533
PK-519 | OR | <ul style="list-style-type: none"> Staple finisher
FS-539 Relay unit
RU-513 Booklet finisher
FS-539SD Relay unit
RU-513 Punch kit for FS-539/SD
PK-524 | OR | <ul style="list-style-type: none"> Staple finisher
FS-540 Relay unit
RU-513 Booklet finisher
FS-540SD Relay unit
RU-513 Punch kit for FS-540/SD
PK-526 Post inserter for FS-540/SD
PI-507 OR Job separator for FS-540/SD
JS-602 OR Z-fold unit for FS-540/SD
ZU-609 |
|--|----|---|----|---|----|---|

LEGEND

- Mandatory option
- Option
- This option can only be installed with the respective option above it

FINISHING FUNCTIONALITIES

- | | | | | | | | | | | | | | |
|-----------------|--------------------|-------------------|---------------------|--------|---------------------------|-----------|-----------------|----------|---------|----------------|--------|-----------------|---------------------------|
| | | | | | | | | | | | | | |
| Corner stapling | Two-point stapling | Two-hole punching | Three-hole punching | Duplex | Combined mixplex/mixmedia | Half-fold | Sheet insertion | Tri-fold | Booklet | Offset sorting | Z-fold | Banner printing | Corner Stapling (offline) |

DESCRIPTION

ENHANCED FEATURES

LK-102v3 PDF enhancements	PDF/A(1b), PDF encryption, digital signature
LK-105v4 OCR text recognition	Searchable PDF and PPTX
LK-106 Barcode fonts	Supports native barcode printing
LK-107 Unicode fonts	Supports native Unicode printing
LK-108 OCR A and B fonts	Supports native OCR A and B font printing
LK-110v2 Document converter pack	Generates various file formats incl. DOCX, XLSX and PDF/A
LK-111 ThinPrint® client	Print data compression for reduced network impact
LK-116 Antivirus	Bitdefender® antivirus provides real time scanning of all incoming and outgoing data
LK-117 FOIP activation	Fax over IP networks (T.38), requires fax kit

CONNECTIVITY

FK-514 Fax board	Super G3 fax, digital fax functionality
UK-221 Wireless LAN	Wireless LAN and wireless LAN Access Point Mode
EK-608 USB I/F kit	USB keyboard connection
EK-609 USB I/F kit	USB keyboard connection; Bluetooth
AU-102 Biometric authentication	Finger vein scanner
ID card reader	Various ID card technologies
MK-735 Mount kit	Installation kit for ID card reader

OTHERS

WT-506 Working table	Authentication device placement
KP-102 10-Key pad	For use instead of touchscreen
SC-509 Security kit	Copy guard function
EM-908 Replacement SSD	1 TB SSD to increase storage space
KH-102 Keyboard holder	To place USB keyboard

MEDIA INPUT

IM-102 Intelligent media sensor	Auto detects paper weight and type
PC-116 1x Universal tray	500 sheets, 5.5" x 8.5" - 11" x 17" / 52-256 g/m ²

MEDIA INPUT

PC-216 2x Universal tray	2x 500 sheets, 5.5" x 8.5" - 11" x 17" / 52-256 g/m ²
PC-416 Large capacity tray	2,500 sheets, 8.5" x 11" / 52-256 g/m ²
PC-417 Large capacity tray	1,500 + 1,000 sheets, 5.5" x 8.5" or 8.5" x 11" / 52-256 g/m ²
LU-302 Large capacity tray	3,000 sheets, 8.5" x 11" / 52-256 g/m ²
LU-207 Large capacity tray	2,500 sheets, 8.5" x 11" - 12" x 18" / 52-256 g/m ²
MK-730 Banner tray	Multipage banner feeding

MEDIA OUTPUT

OT-513 Output tray	Output tray used instead of finisher
JS-508 Job separator	Separation of fax output; etc.
FS-533 Inner finisher	50-sheet stapling, 500 sheets max. output
MK-607 Attachment kit	For FS-533 installation
PK-519 Punch kit for FS-533	2/3-hole punching, auto switching
FS-539 Staple finisher	50-sheet stapling; 3,200 sheets max. output
FS-539SD Booklet finisher	50-sheet stapling; 20 sheets booklet finisher; 2,200 sheets max. output
PK-524 Punch kit for FS-539/SD	2/3-hole punching; auto switching
FS-540 Staple finisher	100 sheets stapling; 3,200 sheets max. output
FS-540SD Booklet finisher	100 sheets stapling; 20 sheets booklet finisher; 2,700 sheets max. output
PK-526 Punch kit for FS-540/SD	2/3-hole punching; auto switching
RU-513 Relay unit	For FS-539/SD or FS-540/SD installation
JS-602 Job separator for FS-540/SD	Separation of fax output; etc.
PI-507 Post inserter for FS-540/SD	Cover insertion; post finishing
ZU-609 Z-fold unit for FS-540/SD	Z-fold for 11" x 17" prints

TECHNICAL SPECIFICATIONS

SYSTEM SPECIFICATIONS

System speed 8.5" x 11"	Up to 55 ppm
System speed 11" x 17"	Up to 27 ppm
Autoduplex speed 8.5" x 11"	Up to 55 ppm
1st page out time 8.5" x 11"	3.3 sec.
Warm-up time	Approx. 14 sec. ¹
Imaging technology	Laser
Toner technology	Simitri® HD polymerized toner
Panel size/resolution	10.1" / 1024 x 600
System memory	8,192 MB (standard/max)
System hard drive	256 GB SSD (standard) / 1 TB SSD (optional)
Interface	10/100/1,000-Base-T Ethernet; USB 2.0; Wi-Fi 802.11 b/g/n/ac (optional)
Network protocols	TCP/IP (IPv4/IPv6); SMB; LPD; IPP; SNMP; HTTP(S)
Automatic document feeder	Up to 300 originals / 5.5" x 8.5" - 11" x 17" / 35-210 g/m ² / Dual scan ADF
ADF double feed detection	Standard
Printable paper size	3.5" x 5.5" - 12" x 18" / customized paper sizes / banner paper max. 47.2" x 11.7"
Printable paper weight	52-300 g/m ²
Paper input capacity	1,150 sheets / 6,650 sheets (standard/max)
Paper tray input (standard)	1 x 500 / 3.5" x 5.8" - 11" x 17" / custom sizes / 52-256 g/m ² 1 x 500 / 5.5" x 8.5" - 12" x 18" / custom sizes / 52-256 g/m ²
Paper tray input (optional)	1 x 500 / 5.5" x 8.5" - 11" x 17" / 52-256 g/m ² 2 x 500 / 5.5" x 8.5" - 11" x 17" / 52-256 g/m ² 1 x 2,500 / 8.5" x 11" / 52-256 g/m ² 1 x 1,500 + 1 x 1,000 sheets / 5.5" x 8.5" or 8.5" x 11" / 52-256 g/m ²

SYSTEM SPECIFICATIONS

Large capacity tray (optional)	1 x 3,000 / 8.5" x 11" / 52-256 g/m ² 1 x 2,500 / 8.5" x 11" - 12" x 18" / custom sizes / 52-256 g/m ²
Manual bypass	150 sheets / 3.5" x 5.5" - 12" x 18" / custom sizes / banner / 60-300 g/m ²
Finishing modes (optional)	Offset; Group; Sort; Staple; Staple (offline); Punch; Half-fold; Letter-fold; Booklet; Post insertion; Z-fold
Automatic duplexing	4.1" x 5.5" - 12" x 18" / 52-256 g/m ²
Output capacity	Up to 250 sheets / up to 3,300 sheets (standard/max)
Stapling	Max. 100 sheets or 98 sheets + 2 cover sheets (up to 300 g/m ²)
Stapling output capacity	Max. 200 sets
Letter fold	Max. 3 sheets
Letter fold capacity	Max. 50 sets; unlimited (without tray)
Booklet	Max. 20 sheets or 19 sheets + 1 cover sheet (up to 300 g/m ²)
Booklet output capacity	Max. 35 booklets; unlimited (without tray)
Duty cycle (monthly)	Rec. 50,000 pages; Max. ² 200,000 pages
Toner lifetime	Black up to 24,000 pages
Imaging unit lifetime	Black up to 240,000/1,000,000 pages (drum/developer)
Power consumption	220-240 V / 50/60 Hz; Less than 2.00 kW
System dimension (W x D x H)	24.2" x 27.1" x 37.8" (without options)
System weight	Approx. 220 lb (without options)

PRINTER SPECIFICATIONS

Print resolution	1,800 (equivalent) x 600 dpi; 1200 x 1200 dpi
Page description language	PostScript 3 (CPSI 3016); PCL 6 (XL3.0); PCL 5c; XPS
Operating systems	Windows 7 (32/64); Windows 8.1 (32/64); Windows 10 (32/64); Windows Server 2008 (32/64); Windows Server 2008 R2; Windows Server 2012; Windows Server 2012 R2; Windows Server 2016; Windows Server 2019; Macintosh OS X 10.10 or later; Linux
Printer fonts	80 PCL Latin; 137 PostScript 3 Emulation Latin
Mobile printing	Konica Minolta Print Service (Android); Konica Minolta Mobile Print (iOS/Android); AirPrint (iOS); Mopria (Android) optional: WiFi Direct

SCANNER SPECIFICATIONS

Scan speed	Up to 140 ipm in simplex (mono) Up to 280 ipm in duplex (mono)
Scan resolution	Up to 600 x 600 dpi
Scan modes	Scan-to-eMail (Scan-to-Me); Scan-to-SMB (Scan-to-Home); Scan-to-FTP; Scan-to-Box; Scan-to-USB; Scan-to-WebDAV; Scan-to-DPWS; Scan-to-URL; TWAIN scan
File formats	JPEG; TIFF; PDF; Compact PDF; Encrypted PDF; XPS; PPTX optional: Searchable PDF; PDF/A 1a and 1b; Searchable DOCK/PPTX/XLSX
Scan destinations	2,000 destinations + 100 groups; LDAP support

COPIER SPECIFICATIONS

Copy resolution	600 x 600 dpi
Gradation	256 gradations
Multicopy	1-9,999
Original format	Max. 11" x 17"
Magnification	25-400% in 0.1% steps; Auto-zooming

FAX SPECIFICATION

Fax standard	Super G3 (optional)
Fax transmission	Analog; i-Fax; Color i-Fax; IP-Fax
Fax resolution	Up to 600 x 600 dpi
Fax compression	MH; MR; MMR; JBIG
Fax modem	Up to 33.6 Kbps
Fax destinations	2,000 single + 100 groups

USER BOX SPECIFICATIONS

Storable documents	Up to 3,000 documents or 10,000 pages
Type of user boxes	Public; Personal (with password or authentication); Group (with authentication)
Type of system boxes	Secure print; Encrypted PDF print; Fax receipt; Fax polling

SYSTEM FEATURES

Security	ISO 15408 HCD-PP Common Criteria (in evaluation); IP filtering and port blocking; SSL3 and TLS1.0/1.1/1.2 network communication; IPsec support; IEEE 802.1x support; User authentication; Authentication log; Secure print; Kerberos; Hard drive overwrite; Hard drive data encryption (AES 256); Confidential fax; Print user data encryption optional: Antivirus realtime scanning (Bitdefender®); Copy protection (Copy Guard, Password Copy)
Accounting	Up to 1,000 user accounts; Active Directory support (user name + password + e-mail + smb folder); User function access definition; Authentication by mobile device (Android) optional: Biometric authentication (finger vein scanner); ID card authentication (ID card reader); Authentication by mobile device (iOS)
Software	Net Care Device Manager; Data Administrator; Box Operator; Web Connection; Print Status Notifier; Driver Packaging Utility; Log Management Utility

¹ Warm-up time may vary depending on the operating environment and usage

² If the maximum volume is reached within a period of one year, then a maintenance cycle must be performed

- All specifications refer to 8.5" x 11"-size paper of 80 g/m² quality.
- The support and availability of the listed specifications and functionalities varies depending on operating systems, applications and network protocols as well as network and system configurations.
- The stated life expectancy of each consumable is based on specific operating conditions such as page coverage for a particular page size (5% coverage of 8.5" x 11"). The actual life of each consumable will vary depending on use and other printing variables including page coverage, page size, media type, continuous or intermittent printing, ambient temperature and humidity.
- Some of the product illustrations contain optional accessories.
- Specifications and accessories are based on the information available at the time of printing and are subject to change without notice.
- Konica Minolta does not warrant that any specifications mentioned will be error-free.
- All brand and product names may be registered trademarks or trademarks of their respective holders and are hereby acknowledged.



For complete information on Konica Minolta products and solutions, please visit: CountOnKonicaMinolta.com

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KONICA MINOLTA

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.
100 Williams Drive, Ramsey, New Jersey 07446

CountOnKonicaMinolta.com



Item #: 550SS
8/2020-Z

EXHIBIT F



Corporate Office
3235 Veterans Circle
Birmingham, AL 35235

ALABAMA • GEORGIA • MISSISSIPPI • NW FLORIDA • TENNESSEE

Note: This Pricing is valid for 60 Days from the quote date.

January 5, 2023

Clay County Courthouse
Attn: Anthony Cummings
205 Court Street.
West Point, MS. 39773
acummings@claysheriffms.org

✓ Please check all appropriate boxes for desired service options.
Model: Generac 150KW. Model #SG150 Serial #8206895

Quote for Repair Needed: Repair Coolant Leak

Labor / Travel / Part(s) Needed: \$4,277.72

Accepted By: _____.

Signature: _____ . Date _____.

PO # (if Applicable), _____.

If purchase order numbers or work order numbers change annually, please provide them as soon as possible to avoid any billing issues.

- Price quoted is solely for scheduled service maintenance based on regular working hours from 8:00 AM – 5:00 PM weekdays.
- Any additional repair work not related to this service agreement will be Quoted & Billed separately at the regular rate of \$168.00 per hour plus \$3.25 per mile. (Quote not needed for Preauthorized Amount listed)
- After hour call outs will be billed at \$252.00 per hour plus \$3.25 per mile.
- Holiday call outs will be billed at \$336.00 per hour plus \$3.25 per mile.

Prepared By: Special Markets Department
Phone (855) 436-3773
Return Form To: Email: Special.Market@essellc.com

24 X 7 Emergency Service
Remote Monitoring

Scheduled Maintenance Agreements
Load Bank Testing

Extended Warranties
Rental Generator Sets

