

**Minutes of
Clay County Board of Supervisors
Meeting Held Thursday, July 11, 2019 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, July 11, 2019.

PRESENT:

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

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

Robert Calvert, Calvert-Spradling Engineers, Inc.
Member of News Media
County Residents

The following proceedings were had:

CALL TO ORDER/INVOCATION

The meeting was called to order by Sheriff Scott. The welcome was given by Supervisor Davis with invocation given by Supervisor Horton.

ADOPT AGENDA

Motion by Supervisor Lummus to adopt the agenda as prepared.

– Second by Supervisor Chandler.

(See Exhibit "A" - Agenda).

AMEND AGENDA

Motion by Supervisor Deanes to call for amendments of the agenda.

– Second by Supervisor Horton.

AMENDMENTS TO AGENDA ANNOUNCED

Board attorney Ford requested to be recognized to present Cspire Repeater Agreement.

AUTHORIZE AND APPROVE ADVERTISEMENT FOR CANE CREEK BRIDGE PROJECT

Motion by Supervisor Deanes to authorize and approve advertisement for repair to Cane Creek Bridge Project.

– Second by Supervisor Chandler.

AUTHORIZE AND APPROVE APPLICATION FOR LSBP FORFEITED POOL

Motion by Supervisor Deanes to authorize and approve the application for LSBP Forfeited Pool (LFP) funds (\$566,537).

–Second by Supervisor Lummus. (Exhibit “A1”)

AUTHORIZE AND APPROVE APPLICATION FOR SAP/LSBP FUNDS FOR ERBR PROJECTS

Motion by Supervisor Deanes to authorize and approve application for SAP/LSBP Funds for ERBR Projects.

– Second by Supervisor Horton

AUTHORIZE AND APPROVE DISBURSEMENT OF \$19,948.19 LSBP FUNDS

Motion by Supervisor Deanes to authorize and approve disbursement of \$19,948.19 LSBP funds for ERBR-STP/BR-0013(53)B.

– Second by Supervisor Horton. (Exhibit “A2”)

AUTHORIZE AND APPROVE CANCELLATION OF PROGRAM STP/BR-0013(53)B

Motion by Supervisor Deanes to authorize and approve the cancellation of program STP/BR-0013(53)B and to authorize and approve charges previously paid (\$11,227.30 through OSARC to be reimbursed from LSBP Funds.

– Second by Supervisor Lummus. (Exhibit “A3”)

AUTHORIZE AND APPROVE TRAVEL

Motion by Supervisor Deanes to authorize and approve deputy travel to transport an inmate.

– Second by Supervisor Horton.

(Exhibit “B”- Transport Documents)

AUTHORIZE AND APPROVE FIRE INVESTIGATOR

Motion by Supervisor Deanes to appoint Jeremy Dubois as Fire Investigator.

– Second by Supervisor Horton.

(Exhibit “C” - County Fire Investigative Form)

AUTHORIZE AND APPROVE QUOTE FOR WASHER AND DRYER

Motion by Supervisor Deanes to authorize and approve the quote of \$875.00 for a combination washer/dryer.

– Second by Supervisor Horton.

(Exhibit “D”- Quote)

AUTHORIZE AND APPROVE FOR QUOTE FOR WANDS FOR COURT COMPLEX

Motion by Supervisor Lummus to authorize and approve quote for wands for the Court Complex.

– Second by Supervisor Horton.

AUTHORIZE AND APPROVE JAIL MEAL LOG

Motion by Supervisor Deanes to authorize and approve the Jail Meal Log.

– Second by Supervisor Horton.

(Exhibit “E”- Affidavit of Jail Meal Log)

AUTHORIZE AND APPROVE CERTIFICATE OF COMPLIANCE

Motion by Supervisor Deanes to authorize and approve to spread on the minutes the

Certificate of Compliance as received from the MS Department of Revenue showing the Tax Assessor/Collector was compliant in filing the Real and Personal Rolls FY 2019 with the Board.

– Second by Supervisor Horton.

(Exhibit “F”- Certificate)

AUTHORIZE AND APPROVE DRUG COURT ORDER

Motion by Supervisor Horton to authorize and approve to spread on the minutes the Circuit Court Drug Court Order appointing Christie Morris as a full-time Case Manager.

– Second by Supervisor Deanes.

(Exhibit “G”- Circuit Court Order)

AUTHORIZE AND APPROVE JUSTICE COURT SETTLEMENTS

Motion by Supervisor Horton to authorize and approve Justice Court Settlement Affidavits.

– Second by Supervisor Lummus.

(Exhibit “H”- Justice Court Settlement Affidavits)

APPROVE ELECTRONIC MONITORING AGREEMENT

Motion by Supervisor Lummus to approve the Electronic Monitoring Agreement between VAN HOPKINS, AEM and the 16th District Circuit Court Drug Court.

– Second by Supervisor Horton.

(Exhibit “I”- Electronic Monitoring Agreement)

AUTHORIZE AND APPROVE ANNUAL MAINTENANCE AGREEMENT WITH DELTA COMPUTER SYSTEMS INC.

Motion by Supervisor Horton to table approval of the annual maintenance agreement with Delta Computer Systems, Inc., for the Chancery Land computer indexing system.

Second by Supervisor Lummus.

(Exhibit "J"- Computer Software Support Agreement)

AUTHORIZE AND APPROVE CSPIRE CONTRACT

Motion by Supervisor Deanes to authorize and approve a contract with CSpire to install a repeater on Webber Road and Wade Road.

(Exhibit "K")

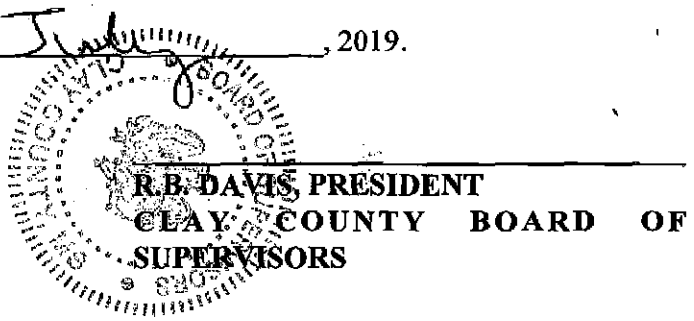
RECESS

Motion by Supervisor Lummus to recess until Thursday, July 25, 2019, at 9:00 a.m.


-Second by Supervisor Horton.

All Motions recorded herein were carried unanimously unless otherwise noted.

DATED this the 11th day of July, 2019.



ATTEST:



**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, July 11, 2019 at 9:00 a.m.**

- Call to Order
- Welcome and Prayer
- Adopt and Amend Agenda
- Robert Calvert
 - Request cancellation of program STP/BR-0013(53)B and request charges previously paid (\$11,227.30) through OSARC be reimbursed from LSBP Funds.
 - ✓ Application for LSBP Forfeited Pool (LFP) funds (\$566,537).
 - Application for SAP/LSBP Funds for ERBR Projects.
 - Board order requesting the use of \$19,948.19 LSBP funds for ERBR-STP/BR-0013(53)B.
 - Board Order requesting the use of LFP Funds (\$555,310.13) for Project ERBR-STP/BR-0013(53)B.
- ✗ Eddie Scott
 - Authority for Deputies to travel
 - ✗ Appointment for Fire Investigator
 - ✗ Consider quote for washing machine
 - ✗ Consider quote for purchase of wands for Court Complex
 - Authorize to spread on minutes Jail Meal Log Affidavit
- ✗ Authorize and approve to spread on the minutes the Certificate of Compliance as received from the MS Dept of Revenue showing the Tax Assessor/Collector was compliant in filing the Real and Personal Rolls FY 2019 with the Board
- ✗ Authorize and approve to spread on the minutes the Circuit Court Drug Court Order appointing Christie Morris
- ✗ Authorize and Approve the Justice Court Settlement Affidavits
- Request to approve the Electronic Monitoring Agreement between VAN HOPKINS, AEM and the 16th District Circuit Court Drug Court
- Authorize and approve the annual maintenance agreement with the Delta Computer Systems Inc for the Chancery Land computer indexing system
- Recess until Thursday, July 25, 2019, at 9:00 a.m.

Amendments:

Exhibit A1

No. _____

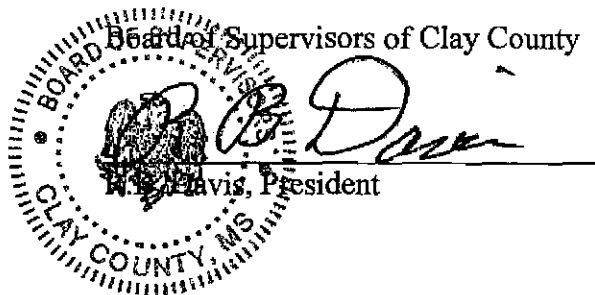
IN THE MATTER OF AUTHORIZING THE REQUEST FOR LSBP FORFEITED POOL (LFP) FUNDS FOR THE CARADINE-COUNTY LINE ROAD BRIDGE KNOWN AS ERBR-STP/BR-0013(53)B.

There came on this day for the consideration the matter of authorizing the Request for LFP Funds for the Caradine-County Line Road Bridge known as ERBR-STP/BR-0013(53)B in Clay County.

Clay County's available LSBP funds and SAP funds are insufficient to fund the updated engineers cost estimate for Project No. ERBR-STP/BR-0013(53)B of \$1,745,258.32. The office of State Aid Road Construction recently created a pool of funds called the LSBP Forfeited Pool (LFP). The funds are available for use by all counties in need of additional LSBP funds. The form to request the use of LFP funds needs to be submitted to the Office of State Aid Road Construction for evaluation. The total available Clay County LSBP funds is \$19,948.19. The ERBR grant is \$1,170,000.00. The total LFP funds needed to fund the project is \$566,537.43 consisting of \$555,310.13 additional project funds and \$11,227.30 pre-paid cost expended by OSARC.

After motion made and duly seconded this Board doth vote unanimously to authorize the filing of the form to request LSBP Forfeited Pool (LFP) Funds for Caradine-County Line Road ERBR-STP/BR-0013(53)B in the amount of \$566,537.43 by the County Engineer.

SO ORDERED this the ~~10~~¹¹ day of July, 2019.



STATE OF MISSISSIPPI
COUNTY OF CLAY

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of Clay County, Mississippi, entered into the minutes of said Board of Supervisors, Minute Book No. 1168, Page No. _____, same having been adopted at a meeting of said Board of Supervisors on the 11th day of July, 2019.

Clerk of Board of Supervisors of
Clay County, Mississippi

Exhibit A2

No. _____

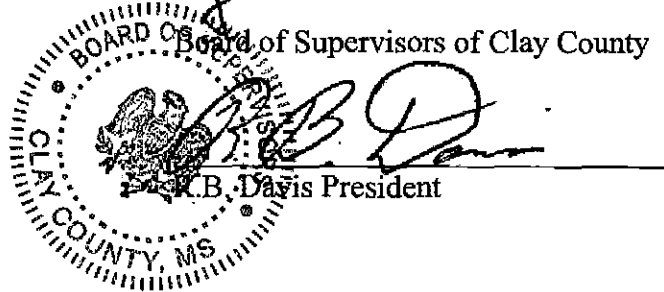
IN THE MATTER OF AUTHORIZING THE REQUEST FOR SAP/LSBP FUNDS FOR ERBR PROJECTS FOR CARADINE-COUNTY LINE ROAD ERBR-STP/BR-0013(53)B

There came on this day for the consideration the matter of authorizing the Request for LSBP Funds for ERBR Projects for Caradine-County Line Road ERBR-STP/BR-0013(53)B in Clay County.

Project No. STP/BR-0013(53)B was previously programmed through the Surface Transportation Bridge Replacement Program and has since been selected to be funded through the Emergency Road and Bridge Repair Fund as Project ERBR-STP/BR-0013(53)B. A form to request the use of SAP/LSBP funds to supplement ERBRF Project awards is to be completed and returned to OSARC. The amount of available Clay County LSBP funds as of May 31, 2019 is \$19,948.19. Clay County requests that the \$19,948.19 LSBP balance be transferred to help fund a portion of the additional project cost needed for Project No. ERBR-STP/BR-0013(53)B.

After motion made and duly seconded this Board doth vote unanimously to authorize the filing of the form to request SAP/LSBP Eligible Funds for ERBR Project for Caradine-County Line Road ERBR-STP/BR-0013(53)B in the amount of \$19,948.19 by the Engineer of Record for the ERBR Project.

SO ORDERED this the 11th day of July, 2019.



STATE OF MISSISSIPPI
COUNTY OF CLAY

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of Clay County, Mississippi, entered into the minutes of said Board of Supervisors, Minute Book No. 168, Page No. , same having been adopted at a meeting of said Board of Supervisors on the 11th day of July, 2019.

[Signature]
Clerk of Board of Supervisors of
Clay County, Mississippi

Exhibit A3

No. _____

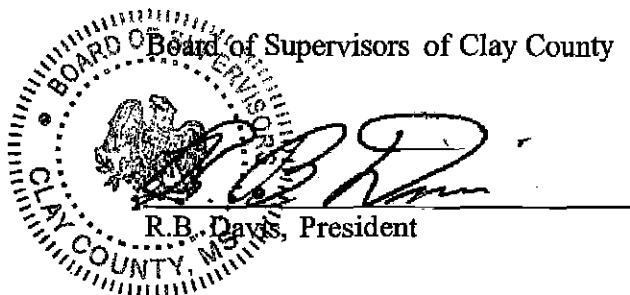
**IN THE MATTER OF AUTHORIZING TO CANCEL BRIDGE
REPLACEMENT PROGRAM FOR CARADINE-COUNTY LINE ROAD
STP/BR-0013(53)B**

There came on this day for the consideration the matter of authorizing the cancelation of Bridge Replacement Program for Caradine-County Line Road STP/BR-0013(53)B in Clay County.

Project No. STP/BR-0013(53)B was previously programed through the Bridge Replacement Program and has since been selected to be funded through the Emergency Road and Bridge Repair Fund as Project No. ERBR- STP/BR-0013(53)B. The Program needs to be canceled to free up funds for other eligible county bridges and charges previously paid through OSARC be reimbursed by LSBP Funds.

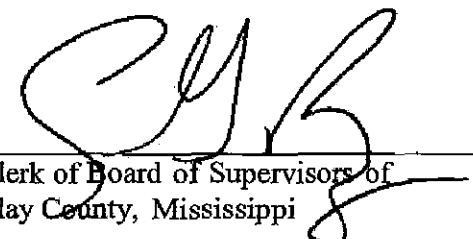
After motion made and duly seconded this Board doth vote unanimously to cancel the Bridge Replacement Program for Caradine-County Line Road STP/BR-0013(53)B and request charges previously paid through OSARC (\$11,227.30) be reimbursed by Clay County LSBP Funds.

SO ORDERED this the 11th day of July, 2019.



STATE OF MISSISSIPPI
COUNTY OF CLAY

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of Clay County, Mississippi, entered into the minutes of said Board of Supervisors, Minute Book No. 168, Page No. _____, same having been adopted at a meeting of said Board of Supervisors on the 11th day of July, 2019.



Clerk of Board of Supervisors of
Clay County, Mississippi

EXHIBIT B



Sheriff Grady Judd

Polk County

1891 Jim Keene Blvd • Winter Haven, FL 33880-8010 • Phone: 863.298.6200 • www.polksheriff.org

Office Name: Warrants/Extraditions

Address: 1891 Jim Keene Blvd.

Winter Haven, FL 33880

Phone: 863 298 6413

Fax #: 863 298 6415

Facsimile Transmission Cover Sheet

Date: 07/09/2019

Attention: PATTI RECORDS & TRINA ADA

Sender: Susanne Davis -(email) Sdavis1@polksheriff.org

Reference: BOOTHE, JAMES B/M 10/06/1979 AKA BOOTHE, JASON

Subject signed a waiver and is ready for pick up. Pick up location: POLK COUNTY SHERIFF'S OFFICE

BOOKING, 455 NORTH BROADWAY, BARTOW FL 33830. Notify Classifications with ETA at 863 584 6309/6369/6370

A Medical Release Form will be provided upon release to your pick up agent. For any Medical information required in advance, please contact our Medical Section: South County Jail - (863) 635 1107

DATELINE FOR PICK UP IS JULY 19, 2019

Please Note: Florida has a very broad public records law. Most written communications to or from state and local officials regarding state or local business are public records available to the public and media upon request. Your communications may therefore be subject to public disclosure.

This fax contains legally privileged and confidential information intended only for the individual or entity named within the message. If the reader of this message is not the intended recipient, or the agent responsible to deliver it to the intended recipient, you are hereby notified that any review, dissemination, distribution or copying of this communication is prohibited. If this communication was received in error, please notify us by reply telephone at (863) 298 6413 and destroy the original fax and any attachments.

You should receive 4 page(s), including cover sheet. If you do not, please call: (863) 298 6413

1-615-352-9748
7/13 miles
Quote #
212895
cost:
\$1782.50

PICK UP INSTRUCTION FOR:

JAMES BOOTHE AKA JASON BOOTHE

PICK UP LOCATION

Polk County Sheriff's Office Booking
455 North Broadway
Bartow, FL 33830

Please **NOTIFY** Classifications 863 534 6369/6309 or Booking Sgt. 863 534 6248
at least 24 hours in advance of pick up date and time.

A Medical Release Form will be provided upon release to your pick up agent.
For any Medical Information required in advance, please contact our Medical
section:

South County Jail: Tel # 863 635 1107



RON DESANTIS
GOVERNOR

STATE OF FLORIDA
Office of the Governor

THE CAPITOL
TALLAHASSEE, FLORIDA 32399-0001

www.flgov.com
850-717-9418

June 7, 2019

The Honorable Chad Chronister
Sheriff, Hillsborough County
Post Office Box 3371
Tampa, Florida 33601-3371

Dear Sheriff Chronister:

Enclosed is the Governor's Warrant of Rendition for the return of JASON BOOTHE to the State of MISSISSIPPI.

All other documents in the extradition package should be given to the designated authorized agent after he has properly identified himself and the subject is placed into his custody. Please return the Warrant of Rendition to this office, once the subject has been returned.

Should a court proceeding delay action in this case for more than thirty days, please furnish this office with a status report. If there are pending local charges, the Governor's Warrant should be held in abeyance until those charges are disposed.

When the subject is available for release, please notify:

Hon. Joe Hemleben
Special Assistant
Office of the Attorney General
P.O. Box 220
Jackson, MS 39205

Sincerely,

Susan L. Smith
Extradition Coordinator
850.717.9311

CC: Debbie Carney

EXECUTED
UPON Jason Boothe
IN POLK COUNTY
07 / 03 / 2019 1410
MONTH DAY YEAR TIME
Grady J. Bell - Sheriff, Polk County, Florida
Det P. S. H. #1071
DEPUTY SHERIFF MEMBER #

EXHIBIT C

MISSISSIPPI DEPARTMENT OF INSURANCE

Division of Fire Services Development

P.O. Box 79

Jackson, MS 39205-0079

601-359-1062

COUNTY FIRE INVESTIGATOR FORM

2019

NAME OF COUNTY Clay County

COUNTY FIRE INVESTIGATOR'S NAME: Jeremy Dubois

ADDRESS 348 West Broad Street PHONE (DAY) (662) 494-2876 or (662) 312-2178
West Point, Ms 39773 PHONE (NIGHT) (662) 312-2178

EMAIL jdubois@claysheriffms.org

WORK STATUS

FULL-TIME DEPUTY PART-TIME DEPUTY SPECIAL DEPUTY OTHER
(PLEASE SPECIFY)

I H. Eddie Scott, Sheriff of Clay Co MS., have appointed Jeremy Dubois as Deputy of said county on July 10th 2019 as fire investigator per MS Code Section 83-1-39(5)(b). This appointment has been approved by the board of supervisors on its minutes. It is understood that he/she will provide the necessary reports required by the Mississippi Department of Insurance guidelines of the Commissioner of Insurance and attend the fire investigator training certification course offered by the State Fire Academy and State Fire Marshal's Office within one year of appointment and attend an annual county fire investigators workshop sponsored by the State Fire Marshal's Office in order to meet county eligibility for state fire funds.

H. Eddie Scott
SHERIFF

R. B. Davis
PRESIDENT OF THE BOARD OF SUPERVISORS

[Signature]
COUNTY FIRE COORDINATOR

(DUE: DECEMBER 31, 2018)

UPDATED: 9/24/2018

EXHIBIT D

PRODUCT 308

Quote ONLY
Appliance Center
1515 Hwy. 45 N.
COLUMBUS, MS 39705
Phone 329-4000

34042

JAIL

NAME <i>Clay County Shaps</i>		DATE <i>7-2-19</i>
ADDRESS		PHONE
CITY		REPAIRED IN <input type="checkbox"/> SHOP <input type="checkbox"/> HOME
MAKE	MODEL	SERIAL NO.
TROUBLE REPORTED		PROMISED <input type="checkbox"/> PICK UP <input type="checkbox"/> DELIVER BEST TIME TO CALL A.M. <input type="checkbox"/> WARRANTY P.M. <input type="checkbox"/> CONTRACT <input type="checkbox"/> ESTIMATE
QUANTITY	PARTS DESCRIPTION	AMOUNT
<i>1</i>	<i>Washer</i>	<i>775.00</i>
<i>1</i>	<i>Dupr</i>	<i>775.00</i>
<i>1</i>	<i>GTS Dupr</i>	<i>875.00</i>
COMMENTS		TOTAL MATERIALS
		<input type="checkbox"/> PICK UP ON DELIVERY <input type="checkbox"/> SERVICE CALL CHARGE
		TECHNICAL SERVICE TIME <input type="checkbox"/> SHOP <input type="checkbox"/> HOME
TECHNICIAN		TAX
DATE COMPLETED	CASH ON COMPLETION OF WORK →	TOTAL

Signature below constitutes acceptance of above service performed as being satisfactory - and that equipment has been left in good condition.

Signature _____

CUSTOMER'S COPY

EXHIBIT E



Clay County Sheriff's Office

P.O. Box 142
348 West Broad Street
West Point, Mississippi 39773
Phone (662) 494-2712
Fax (662) 494-4034

Sheriff
Eddie Scott
Chief Deputy
Ramirez Williams
Jail Administrator
Anthony Cummings

CLAY COUNTY SHERIFF EDDIE SCOTT AFFIDAVIT OF JAIL MEAL LOG

I, Eddie Scott, Sheriff of Clay County, hereby certify that listed below is the correct number of meals that were served to the inmates in the Clay County Detention Center for the month of June, 2019, to wit:

<u>2,685</u>	Breakfast
<u>2,679</u>	Lunch
<u>2,664</u>	Dinner
	8,030 total

Witness this my signature on the 1 day of July, 2019.

Eddie Scott
Sheriff Clay County

EXHIBIT F



TO: County Assessors and/or Collectors

Enclosed please find the certificate that states you are in compliance with. §27-35-127 Miss. Code Ann, and therefore eligible to receive your salary for July and subsequent months.

Please note that pursuant to §27-35-127 Miss. Code Ann., this certificate is to be entered on the minutes of the Board of Supervisors. Once this has been done, the Board may then allow payment of your salary for the current month and for subsequent months.

We have sent a copy of the instructions to the Board of Supervisors for their August meeting. Pursuant to §27-35-85 Miss. Code Ann., you are to attend this and all subsequent meetings when assessments are under consideration.

Sincerely,

Jennifer Williams
Office of Property Tax

Enclosure

Cc: File



CERTIFICATE

**TO: BOARD OF SUPERVISORS
Clay COUNTY, MISSISSIPPI**

This is to certify that the MS Department of Revenue has received from the County Assessor a correct copy of the Recapitulation of the Real and Personal Assessment Rolls of the above named county filed with you for 2019, and to the best of its knowledge and belief, subject to the preparation of a supplementary Real Roll reflecting the implementation of the constitutional amendment (House Concurrent Resolution 41), **Paige Lamkin**, assessor of said county, is not in default with respect to making and filing the said assessment rolls, and that the said Board of Supervisors may, in its discretion, make an allowance and pay the salary of the said assessor.

This done on the 2nd day of July 2019.

Department of Revenue

Jennifer Williams
Office of Property Tax

EXHIBIT G

IN THE SIXTEENTH DISTRICT CIRCUIT COURT

IN RE: APPOINTMENT OF FULL-TIME CASE MANAGER FOR SIXTEENTH DISTRICT CIRCUIT COURT INTERVENTION COURT

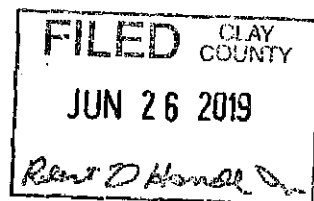
IT IS HEREBY ORDERED that Christie Morris is appointed full-time Case Manager for the Sixteenth District Circuit Court Intervention Court, effective starting date June 15, 2019. The salary for this position is to be \$ 27,100.00, plus benefits. Said salary is to be approved and funded from the Sixteenth Circuit Court District Intervention Court budget by the Administrative Office of Courts.

The Circuit Clerk of Clay County is to enter this order upon its official minutes, send a copy to the Clay County Chancery Clerk, and send a certified copy of the order to the Administrative Office of Court.

SO ORDERED, this the 21st day of June, 2019.



SENIOR INTERVENTION COURT JUDGE FOR 16TH DISTRICT



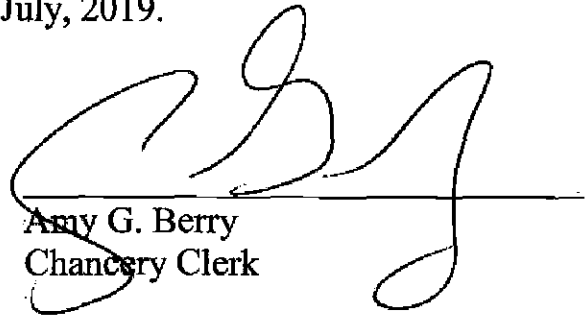
165/450

EXHIBIT H

**CLAY COUNTY CHANCERY CLERK, AMY G. BERRY
AFFIDAVIT OF JUSTICE COURT SETTLEMENT**

I, AMY G. BERRY, Chancery Clerk of Clay County, hereby certify that attached hereto as Exhibit A is a correct copy of the Clay County Justice Court Civil Settlement as settled to me for the month of June, 2019, in the amount of \$ 6,131.00 submitted herein for approval and to be spread upon the minutes of this Board.

Witness this my signature on the 3rd day of July, 2019.



Amy G. Berry
Chancery Clerk

DEPOSITORY RECEIPTS
CLAY COUNTY, MISSISSIPPI
P O BOX 815

WEST POINT, MS 39773-0000

RECEIPT DATE: 6/27/2019

NO. 2019 30487

RECEIPT DESCRIPTION: SETTLEMENT - CIVIL

PLEASE RECEIVE FROM CLAY COUNTY JUSTICE COURT THE AMOUNT SET
OPPOSITE THE RESPECTIVE FUNDS FOR THE ACCOUNT OF SAID FUNDS; TO-WIT: AND
DEPOSIT TO ACCOUNT NUMBER BELOW LEFT CORNER.

001 GENERAL COUNTY	
000-216 JUSTICE COURT CLERK FEES	2095.00
000-216 JUSTICE COURT CLERK FEES	15.00
000-223 CONSTABLE FEES	3745.00
000-223 CONSTABLE FEES	20.00
104 LAW LIBRARY	
000-216 JUSTICE COURT FEES	96.00
650 JUDICIAL ASSESSMENT CLEARING FUND	
000-129 CC-COURT CONSTITUENTS	32.00
000-132 SCEF COURT EDUCATION	128.00
TOTAL FOR RECEIPT 2019 30487	6131.00

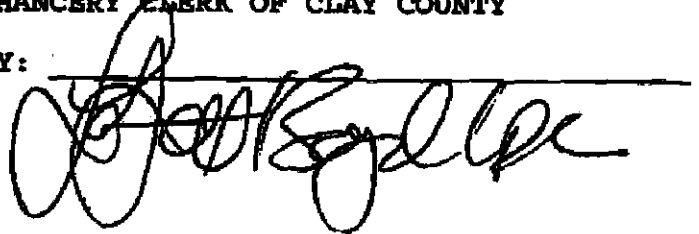
WITNESS MY SIGNATURE, THIS THE 27 DAY OF JUNE, 2019.

AMY BERRY,
CHANCERY CLERK OF CLAY COUNTY

DATED: _____

6/27/19

BY: _____



CC

CLAY COUNTY MISSISSIPPI

625

INVOICE DATE	INVOICE NUMBER	ACCOUNT	DESCRIPTION	INVOICE AMOUNT
6/24/2019	06242019 1	205	UNIFORM COURT FEE <i>6/24/16</i>	2095.00
6/24/2019	06242019 1	210	ADD DEFENDANT - COURT <i>01/26</i>	15.00
6/24/2019	06242019 1	225	LAW LIBRARY <i>10/26</i>	96.00
6/24/2019	06242019 1	230	COURT EDUCATION <i>05/13/22</i>	128.00
6/24/2019	06242019 1	226	STATE COURT CONSTITUEN <i>05/12/29</i>	32.00
6/24/2019	06242019 1	240	CONSTABLE FEES <i>01/23</i>	3745.00
6/24/2019	06242019 1	245	ADD DEFENDANT - CONSTA <i>01/22/25</i>	20.00
			TOTAL AMOUNT OF CHECK 625	6131.00

**CLAY COUNTY CHANCERY CLERK, AMY G. BERRY
AFFIDAVIT OF JUSTICE COURT SETTLEMENT**

I, AMY G. BERRY, Chancery Clerk of Clay County, hereby certify that attached hereto as Exhibit A is a correct copy of the Clay County Justice Court Settlement as settled to me for the month of June, 2019, in the amount of \$ 37,908.25 submitted herein for approval and to be spread upon the minutes of this Board.

Witness this my signature on the 3rd day of July, 2019.



Amy G. Berry
Chancery Clerk

DEPOSITORY RECEIPTS
CLAY COUNTY, MISSISSIPPI
P O BOX 815

WEST POINT, MS 39773-0000

RECEIPT DATE: 6/25/2019

NO. 2019 30483

RECEIPT DESCRIPTION: SETTLEMENT - CRIMINAL

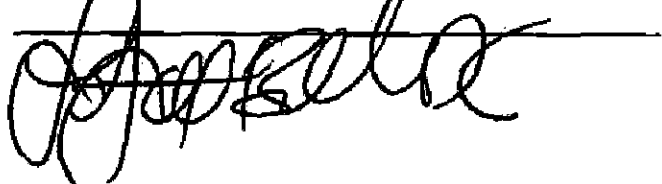
PLEASE RECEIVE FROM CLAY COUNTY JUSTICE COURT THE AMOUNT SET
OPPOSITE THE RESPECTIVE FUNDS FOR THE ACCOUNT OF SAID FUNDS; TO-WIT: AND
DEPOSIT TO ACCOUNT NUMBER BELOW LEFT CORNER.

001 GENERAL COUNTY	
000-216 JUSTICE COURT CLERK FEES	1403.00
000-222 COUNTY PROS ATTY FEES	108.00
000-230 JUSTICE COURT FINES	18101.00
000-345 DELQNT JC COLL CHG - MSB	635.25
104 LAW LIBRARY	
000-216 JUSTICE COURT FEES	193.50
650 JUDICIAL ASSESSMENT CLEARING FUND	
000-122 TV-TRAFFIC VIOLATIONS	40.00
000-122 TV-TRAFFIC VIOLATIONS	7999.50
000-123 IC-IMPLIED CONSENT	1204.00
000-124 GF-GAME & FISH	398.00
000-126 OM-OTHER MISDEMEANORS	2082.25
000-128 ABF-APPEARANCE BOND	469.00
000-129 CC-COURT CONSTITUENTS	56.50
000-130 VBF- VICTIMS BOND FEE	252.00
000-136 HV - HUNTING VIOLATIONS	10.00
000-137 MVL-MOTOR VEHICLE LIABILI	940.75
000-138 MHP-HIGHWAY PATROL ASSESS	573.00
000-147 CS-CRIME STOPPERS	129.00
000-149 TT- TRAUMA TRAFFIC	700.00
000-151 SHERIFF FEES WIRELESS COM	112.00
000-153 DV- DRUG VIOLATION	150.00
000-157 UMI - UNINSURED MOTORIST	851.50
000-160 DUI - INTERLOCK DEV - DPS	1500.00
TOTAL FOR RECEIPT 2019 30483	37908.25

WITNESS MY SIGNATURE, THIS THE 25 DAY OF JUNE, 2019.

AMY BERRY,
CHANCERY CLERK OF CLAY COUNTY

DATED: 6/25/19

BY: 

INVOICE DATE	INVOICE NUMBER	ACCOUNT	DESCRIPTION	INVOICE AMOUNT
6/24/2019	062419	105	FINES 001230	18101.00
6/24/2019	062419	106	MOTOR VEHICLE INSURANC 650-137	940.75
6/24/2019	062419	110	COURT CLERK FEE 01-216	1403.00
6/24/2019	062419	115	COUNTY LAW LIBRARY 104-216	193.50
6/24/2019	062419	117	COUNTY CRIME STOPPERS 650-147	129.00
6/24/2019	062419	120	COUNTY ATTORNEY FEE 01-222	108.00
6/24/2019	062419	121	HIGHWAY PATROL ASSESSM 650-138	573.00
6/24/2019	062419	128	STATE COURT CONSTITUEN 650-109	56.50
6/24/2019	062419	129	ADULT DRIVING TRAINING 650-122	40.00
6/24/2019	062419	130	TRAFFIC VIOLATIONS 650-122	7999.50
6/24/2019	062419	135	IMPLIED CONSENT ASSESS 650-127	1204.00
6/24/2019	062419	140	GAME & FISH ASSESSMENT 650-124	398.00
6/24/2019	062419	150	MISDEMEANOR ASSESSMENT 650-106	2082.25
6/24/2019	062419	160	SHERIFF FEE 650-151	112.00
6/24/2019	062419	165	BOND FEE 650-02	469.00
6/24/2019	062419	166	VICTIMS BOND FEE 650-170	252.00
6/24/2019	062419	176	HUNTING VIOLATIONS 650-136	10.00
6/24/2019	062419	186	UNINSURED MOTORIST IDE 650-157	851.50
6/24/2019	062419	190	MSB COLLECTION AGENCY 001-345	635.25
6/24/2019	062419	192	DPS- DUI INTERLOCK DEV 650-160	1500.00
6/24/2019	062419	194	DRUG VIOLATION 650-157	150.00
6/24/2019	062419	198	TRAFFIC TRAUMA 650-199	700.00
			TOTAL AMOUNT OF CHECK 30	37908.25

Date: 6/24/2019
Time: 9:55:33

CLAY COUNTY JUSTICE COURT
Settlement of Funds Collected
For Period: 5/21/2019 Thru 6/20/2019

Page 1
Pgm-JCSET3

Code	Description	Amount	Acct
190	STATE VICTIMS BOND FEE		000
FI	FINE COLLECTION	18101.00	105
MVL	MOTOR VEHICLE INSURANCE	940.75	106
HE	HUNTING AND FISHING G/F		107
ALA	ADDITIONAL LITTER ASSMT		109
CL	CLERKS FEE	1403.00	110
LL	LAW LIBRARY TO CIRCUIT CL	193.50	115
CS	CRIME STOPPERS	129.00	117
CA	COUNTY ATTORNEY	108.00	120
HPA	HIGHWAY PATROL ASSESSMENT	573.00	121
121	HIGHWAY PATROL ASSESSMENT		121
CN	CONSTABLE FEE		122
11	CONSTABLE FEE - IVY		122
15	CONSTABLE FEE - STAFFORD		122
CC	COURT CONSTITUENTS FUND	56.50	128
ADT	ADULT DRIVING TRAINING	40.00	129
CT	STATE COURT EDUCATION		130
DE	DRIVERS EDUCATION		130
EM	EMERGENCY MEDICAL		130
FS	FED/STATE ALCOHOL PGM FUN		130
MA	MASEP		130
MS	MINIMUM STANDARD LAW		130
SG	STATE GENERAL FUND		130
SP	STATE PROSECUTOR		130
TV	TRAFFIC VIOLATION	7999.50	130
CF	CORRECTIONAL FACILITY		135
IC	IMPLIED CONSENT	1204.00	135
GF	GAME AND FISH	398.00	140
HP	LITTER LAW VIOLATIONS		145
SL	LITTER ASSESSMENTS		145
OM	OTHER MISDEMEANOR	2082.25	150
CTF	SIMPLE ASSAULT ON MINOR		159
SS	SHERIFF FEE	112.00	160
DB	DEFENDENT BOND FEE	469.00	165
VBF	VICTIMS BOND FEE	252.00	166
HV	HUNTING VIOLATIONS	10.00	176
UMI	UNINSURED MOTORIST IDENT.	851.50	186
MSB	MSB COLLECTION AGENCY	635.25	190
DPS	DPS-DUI INTERLOCK DEVICE	1500.00	192
DV	DRUG VIOLATION	150.00	194
RCV	RAILROAD CROSSING VIOL		195
MCC	MS COURT COLLECTIONS FEES		196
TT	TRAFFIC TRAUMA	700.00	198
OU	OUT OF COUNTY PROCESS		340
RS	RESTITUTION		360
AB	APPEARANCE BOND		365
AF	APPEAL WITH PROCEEDINGS -		367
WG	GARNISHMENT		370
JUROR	JUROR FEES		381
DRGCT	DRUG COURT PAYMENT		501

Total Settlement - 37,908.25

EXHIBIT I

ELECTRONIC MONITORING AGREEMENT

BETWEEN: AEM,LLC AND:16th Circuit Judicial District Drug Court

This Electronic Monitoring Agreement (EMA) is made and entered into on July 1, 2019 by and between AEM, LLC, a Mississippi limited liability company, domiciled in Lee County, Mississippi, herein represented by Van Hopkins, duly authorized, here in after referred to as "AEM," and 16th Circuit Judicial District Drug Court, domiciled in Clay County, Mississippi, whose address is PO Box ¹⁴²⁰ West Point, MS 39773-0815, hereinafter referred to as "Customer."

This Agreement is made and accepted for and in consideration of all the terms, conditions, and stipulations hereinafter set forth:

1. The term of this Agreement shall commence on July 1, 2019 and shall automatically renew annually on June 30, 2020 unless both parties agree to new terms or dissolution.
2. AEM hereby agrees to provide to Customer, and Customer hereby accepts from AEM, the equipment ("Equipment") and rates listed in the "Equipment, Services, and Pricing Schedule," attached hereto as Exhibit A ("Schedule"), and incorporated herein as a part hereof.
3. Customer shall pay for the Equipment, at the rates set forth in the Schedule A, or at such other place as AEM may designate by written notice to Customer. Any payment not made within 30 days of delivery of invoice shall be considered overdue and in addition to AEM's other remedies, AEM may levy a late payment charge equal to one percent (1%) per month, compounded monthly, on any overdue amount. In addition, any overdue amount not paid by the 60th day following invoice shall be subject to collection. Should AEM seek collection, Customer shall be responsible for all costs and fees relative to the collection process, including but not limited to extra judicial costs or expenses, attorney's fees, and court costs.
4. Customer shall pay a security deposit in the following amount prior to taking possession of the Equipment: \$0.00 dollars. The security deposit will be refunded to the Customer promptly following Customer's performance of all obligations in this Agreement.
5. Customer shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment.
6. Customer acknowledges receipt of AEM guidelines in the installation, use, and care of the Equipment, and Customer shall bear the sole responsibility of informing any Offender assigned any Equipment on the proper use and care of the Equipment.

7. AEM disclaims any and all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, except that AEM warrants that AEM has the right to provide the equipment, as provided in this Agreement.

8. The Customer shall inspect each item of equipment delivered pursuant to this Agreement. The Customer shall immediately notify AEM of any discrepancies between such item of equipment and the description of the equipment in the Equipment Schedule. If the Customer fails to provide such notice before accepting delivery of the equipment, the Customer will be conclusively presumed to have accepted the equipment as specified in the Equipment Schedule.

9. Upon the expiration or earlier termination of this Agreement, Customer shall return the Equipment to AEM in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Equipment at Customer's cost and expense to such place as AEM shall specify within the city or County in which the same was delivered to Customer.

10. Customer hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Customer under this Agreement, which shall continue in full force and effect through the term of the Agreement.

11. Customer shall indemnify AEM against, and hold AEM harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Customer's use of the Equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Equipment.

12. If Customer fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by Customer, AEM shall have the right to exercise any one or more of the following remedies: To declare the entire payment amount hereunder immediately due and payable without notice or demand to Customer; to sue for and recover all sums, and other payments, then accrued or thereafter accruing; to take possession of the Equipment, without demand or notice, wherever the same may be located, without any court order or other process of law; to terminate this Agreement; to pursue any other remedy at law or in equity. Customer hereby waives any and all damages occasioned by such taking of possession. Notwithstanding any repossession or any other action which AEM may take, Customer shall be and remain liable for the full performance of all obligations on the part of the Customer to be performed under this Agreement. All of AEM's remedies are cumulative, and may be exercised concurrently or separately.

13. Neither this Agreement, nor any interest therein is assignable or transferable without the prior written consent of AEM. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Customer, or if the Customer is adjudged insolvent, or if the Customer makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Customer is a party with authority to take possession or control of the Equipment, AEM shall have and may exercise any one or more of the remedies set forth in Section 12 hereof; and this Agreement shall, at the option of the AEM, without notice, immediately terminate and shall not be treated as an asset of Customer after the exercise of said option.

14. The Equipment is, and shall at all times be and remain the sole and exclusive property of AEM; and the Customer shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.

15. If AEM shall so request, Customer shall execute and deliver to AEM such documents as AEM shall deem necessary or desirable for purposes of recording or filing to protect the interest of AEM in the Equipment including, but not limited to, a UCC financing statement.

16. AEM shall have the right, from time to time, to conduct physical inventories of the Equipment it provides Customer pursuant to this Agreement. If AEM chooses to conduct an on-site physical inventory, AEM will provide written notice of its intent to conduct such an inventory to Customer, after receipt of which, Customer shall make all books, records, and facilities relative to the location of the Equipment available for AEM's inspection.

17. Should AEM employ an Agent or Attorney to enforce or protect of any claim arising from or related to this Agreement, Customer must pay, as fees and compensation to that Agent or Attorney, an additional amount of twenty-five percent (25%) of the amount of that claim, the minimum fee, however, to be \$500.00, or if the claim be not for money, then such amount as will constitute a reasonable fee, together with all costs, charges, expenses, and interest.

18. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provisions, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

19. Customer will not compete with AEM to sell electronic monitoring equipment or services with any third parties during the term of this Agreement, or for two years following the termination of this Agreement. This non-compete clause shall be geographically limited to state of Mississippi. If this clause is rendered void or unenforceable in a court of law, the duration and geographic range of this non-compete clause shall be deemed to be written, construed, and

enforced to encompass the maximum duration and range for non-compete clauses recognized under Mississippi law.

20. AEM shall be the exclusive provider of electronic monitoring equipment and services to Customer during the term of this Agreement.

21. This agreement is presented as a cooperative agreement. Through this agreement any public body may purchase from this contract and allowed to participate in this agreement during the life of the contract even if it did not participate in a request for proposal or invitation to bid. Each jurisdiction that is a party to the joint agreement has authority to act independently as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

22. This Agreement shall be construed and enforced according to the laws of the State of Mississippi and for all purposes under the law considered to have been executed and performed in the state of Mississippi, without regard to any conflict of laws issue. Jurisdiction and venue for any matter, claim or for the enforcement of this Agreement shall be exclusive to the state courts of Mississippi located in Lee County. This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

23. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

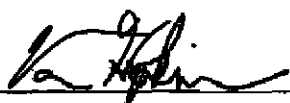
24. The terms of this Agreement and any attachments are confidential, and Customer shall not disclose the terms to any third party, absent AEM's written consent or valid court order. This clause shall survive the termination date of this Agreement.

25. Customer certifies that Customer's business entity is, and shall remain, in good standing with the secretary of state of the state in which Customer's business is registered, that Customer is registered to do business in Mississippi, and that Customer shall maintain all licenses, bonds, and fees Mississippi required by law for the performance of Customer's business during the term of this Agreement.

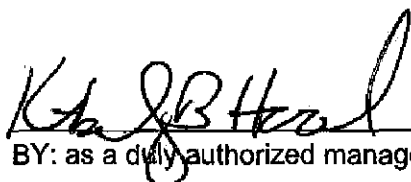
26. Customer certifies that the application, statements, capacities, trade references, and financial reports submitted to AEM are true and correct and any material misrepresentation will constitute a default under this Agreement.

Thus done and signed on July 1, 2019 at Tupelo, Mississippi, after due reading of the whole.

AEM, LLC:


07/01/2019
BY: Van Hopkins, as duly authorized manager of AEM, LLC

Customer:


BY: as a duly authorized manager of the 16th Circuit Judicial District Drug Court

**Contract Price Schedule A for
16th Circuit Judicial District Drug Court
AEM Authorized Agency Agreement Pricing**

Shadow	
Monitoring Service	Per Day
High Risk	\$7.50
Low Risk	\$5.50
Idle	\$1.50
Shadow	
Monitoring Service	Per Day
High Risk	\$5.50
Idle	\$1.50

Service Options

Monitoring Service	
High Risk XC3	1 x 1 tracking, AEM Monitored - ProActive case management, 24/7/365 call center, voice capabilities, AEM customer support, Officer App with real-time notification, custom geo-rules, daily summary report, court reports, steel cuff.
Low Risk XC3	1 x 5 tracking, monitored by agency, AEM customer support, Officer APP with real-time notification, custom geo-rules, daily summary, court reports, steel cuff.
Shadow	1 x 1 tracking, AEM Monitored - ProActive case management, 24/7/365 call center, AEM customer support, Officer App with real-time notification, custom geo-rules, daily summary report, court reports.

Service Option	Rate
XC3	\$1050.00
Shadow	\$650.00

ReliAlert (Monitoring)						
Device/Service (Daily)	1000	2000	3000	4000	5000	6000
Monitoring Service						
Monitored by AEM						
Monitored by Agency						
Alcohol						
Tracking						
Check ins						

Activation Fee	\$50.00
Device Cost	Included in daily rate *some minimums may be required

TERMS AND CONDITIONS:

1. The rates set forth above include 20% overstock allowance for quantities of 10 or more billable devices with a minimum of (1) spare units leased at all times. Units that exceed the shelf allowance will be billed at the agreed daily rate.
 2. AEM offers optional insurance for additional \$.50 per assigned GPS device per day (paid on all devices in possession). Insurance must be taken on all devices in inventory under agency. Rates are additive to daily device pricing. If a claim is made there is a \$50.00 device deductible per claim. Insurance covers the device, accessories are not covered.
 3. The rates set forth above include 3 day ground shipping. In case of unit failure, AEM will ship a replacement unit (if needed) at no cost.
 4. If a device should become inoperable damaged or lost, 6th Chancery Youth Drug Court will notify AEM and a replacement unit will be shipped upon receipt of confirmation email that 6th Chancery Youth Drug Court will send back the inoperable device, or upon receipt of lost device email confirmation; per standard shipping terms, unless 6th Chancery Youth Drug Court request expedited shipping (to be paid by 6th Chancery Youth Drug Court). If the insurance option has been chosen, the deductible will be charged to 6th Chancery Youth Drug Court. If not, the replacement cost will be charged to 6th Chancery Youth Drug Court.
- Shipping: The rates set forth above include 3 day ground shipping. In case of unit failure, AEM will ship a replacement unit (if needed) at no cost.
 - Loss / Damage Insurance for ReliAlert™XC device and Shadow is not applicable to accessories.
 - Additional \$.50 per assigned device per day (paid on all inventory days)
 - Insurance must be taken or deferred on all devices in inventory under sub agency
 - Insurance rates are additive to daily device pricing

- Deductible is \$50.00 per Device and covers the device only, not the accessories.
- **Training**
 - AEM will provide update and refresher training. Standard prices include webinar training
 - Live Training is available and will be quoted based on topic and requirements per Training Session plus actual Travel & Expense.
 - Each live training session is for up to 10 people

Accessories/Replacements

- **Initial Contract Deployment Kit - \$0.00**
 - Two XC3 install/removal tools with bits and/or one Shadow strap fitting tool per sub agency
 - Each Shadow includes a charger, strap and locking pins.
 - Each XC3 includes a charger, breakaway and dust caps.
- **SecureCuff™**
 - SecureCuff™ is an **optional** item that must be purchased.
 - Purchase price - \$55.00 each
 - A 60-day warranty is provided on an unused or defective SecureCuff™ upon receipt
 - Customer must return SecureCuff™ via AEM 's RMA process and include the original shipping sales order number for the SecureCuff™ being returned under warranty
 - Shipping costs incurred for the return of any unused SecureCuff™ under warranty is the responsibility of the Distributor
 - Assessment of the SecureCuff™ warranty is at the sole discretion of AEM
 - If returned SecureCuff™ passes warranty inspection, full credit of \$55.00 will be applied to the Customer's next AEM monthly invoice
- XC3™ Standard strap - \$12.00
- XC3™ Torque Driver w bit - \$33.00/ea.
- XC3™ Driver Bit - \$10.00/ea.
- XC3™ Charger with Breakaway - \$40.00/ea
- XC3™ Tamper Caps - \$0.00/ea.
- Shadow Strap - \$4.50/ea
- gvShadow Pins - \$0.00/ea
- Shadow Strap Cutter - \$35.00/ea
- Shadow Charger and block - \$35.00/ea

Lost or Damaged Devices

- If a device becomes inoperable, damaged or lost, Customer will notify AEM and a replacement idle unit will be shipped upon receipt of confirmation email that the account will send back the inoperable or damaged unit, or upon receipt of lost device email confirmation; per standard shipping terms, unless the Customer requests expedited shipping (to be paid by Customer per expedited shipping terms)
- If a device is damaged or lost
 - And the insurance option has been chosen, the deductible will be charged to Customer
 - And the insurance option has not been chosen, the cost shown under "Replacement Cost" below will be charged to Customer
- If a device is inoperable or damaged, AEM will advise/provide instructions if unit is to be shipped back to AEM
- If insurance option is not taken on devices, replacement cost is:
 - ReliAlert™XC3 Device - \$1,050.00
 - Shadow - \$650
 - Alcohol - \$0.00 (Included in daily rate)

7/01/2019



EXHIBIT J



Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement ADDENDUM

For: CLAY COUNTY MISSISSIPPI-MS CHANCERY CLERK

MS13

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2019 These charges will be billed on 9/15/2019 due for payment 10/ 1/2019.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
20830	Land Records Instrument Indexing	09/2018	100.00	110.00	
20840	Image Enable Instrument Indexing	04/2015	20.00	20.00	
20850	Intranet Browser Based	09/2018	35.00	40.00	
20860	Paperlink Imaging Base	09/2018	100.00	110.00	
20870	Paperlink Scan Station License (2)	09/2018	170.00	180.00	
20880	Paperlink View Station License (5)	09/2018	85.00	85.00	
20970	Insite (GUI) License	(7) 09/2018	80.00	80.00	
IVMCBP03 (1)			TOTAL:	590.00	625.00 MONTHLY

Agreed this _____ day of _____, 2019.

CLAY COUNTY MISSISSIPPI
County/Office Name

Accepted: Delta Computer Systems, Inc.

Client Signature

Printed Name

TO: CLAY COUNTY MISSISSIPPI
CHANCERY CLERK: AMY BERRY
PO BOX 815
WEST POINT MS 39773

EXHIBIT K

REPEATER INSTALLATION AGREEMENT

This Repeater Installation Agreement (this "Agreement") is made this 17th day of July, 2019 (the "Effective Date"), by and between Clay County, MS ("Licensor") and Cellular South, Inc., the provider of C Spire Wireless service ("Licensee"). Licensor and Licensee are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

RECITALS:

WHEREAS, Licensor currently purchases wireless telephone service from Licensee; and

FURTHERMORE, Licensor has requested that Licensee, and Licensee has agreed to, install a wireless telecommunications repeater at Licensor's location on the terms and conditions set forth herein.

NOW, THEREFORE, premises considered and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows.

WITNESSETH:

1. **Definitions.** Licensor and Licensee agree that the respective terms as used herein shall, unless the context otherwise requires, have the following meanings:

"Site" means Licensor's real property located at Webber and Waide Road.

"Repeater Site" means the applicable portions of the Site designated by Licensor as Site space, any necessary route of ingress and egress through the Site to reach the Repeater Site and connect Licensee's Repeater (as hereinafter defined) as specified on Exhibit A.

"Repeater" means the wireless telecommunications repeater described on Exhibit B attached hereto and all cabling, wiring, and accessories used therewith for its installation, operation, and maintenance on the Repeater Site.

Licensor and Licensee agree that capitalized terms defined elsewhere in this Agreement shall, unless the context requires otherwise, have the meaning there given.

2. **License to Use.** Subject to and upon the terms, provisions, and conditions hereinafter set forth, and in consideration of the duties, covenants, and obligations of Licensee hereunder, Licensor has granted and does hereby grant unto Licensee, a nonexclusive license (the "License") to use the Site for the installation, operation, and maintenance, at Licensee's sole expense and risk (except for the electricity required to operate the Repeater which will be paid for by Licensor in accordance with Section 5 of this Agreement), of Licensee's Repeater. Additionally, Licensor hereby grants unto Licensee rights of access, ingress, and egress to the

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Repeater and Repeater Site seven (7) days per week, twenty-four (24) hours per day with advance notice to Licensor by Licensee.

3. Term.

(a) The term of this Agreement shall commence on the Effective Date and shall continue for a period of two (2) years, unless earlier terminated pursuant to Section 3(b) of this Agreement (the "Term"). At the end of the Term, this Agreement shall continue in full force and effect on a month-to-month basis cancelable by either Party upon thirty (30) days written notice to the other Party.

(b) The permission granted to Licensee to use the Site granted by this Agreement may be canceled by Licensor for any breach by Licensee of its obligations under this Agreement if such breach, after written notice of such noncompliance has been given to Licensee, continues for thirty (30) days after Licensee's receipt of written notice of breach from Licensor or Licensee has failed to take action to cure the breach within the aforementioned thirty (30) day period (for those breaches which cannot reasonably be cured within thirty (30) days). Licensee may cancel this Agreement at any time during the Term upon thirty (30) days written notice to the Licensor in the event (i) Licensee is for any reason unable to operate its Repeater in compliance with all applicable specifications at the Site, (ii) Licensor breaches any of its obligations under this Agreement and fails to cure such breach within thirty (30) days of receipt of notice from the Licensee; or (iii) Licensor discontinues its purchase of cellular telephone services from Licensee.

4. Consideration. Licensee agrees to install the Repeater at the Site solely at Licensee's expense. In exchange therefore, Licensor (a) grants Licensee the License to use the Site as set forth herein during the Term, and (b) agrees to enter into a minimum of a two (2) year contract with Licensee for cellular telephone services.

5. Electrical and Telecommunications Facilities. Licensor shall allow Licensee to hook up the necessary electrical power line or lines to the Repeater in order to furnish sufficient power to operate the Repeater. Licensor shall be solely responsible for the payment of the cost of the electricity used by the Repeater. Additionally, Licensor shall allow Licensee to connect the Repeater by "T-1" or other telecommunications wire and/or cable to the telecommunications facility termination point located on the Site in order to interconnect the Repeater with landline telecommunication facilities, if necessary. Licensee shall be solely responsible for obtaining such landline telecommunication facilities as are necessary to operate the Repeater, including any fees and expenses in connection therewith.

6. Assignment and Sublicensing. Neither Party may assign this Agreement or its rights hereunder without the prior written consent of the other Party; provided, however, Licensee may assign or sublicense this Agreement or its rights hereunder as required by its lender, or by or to its parent or sister corporation, or to a purchaser of all or substantially all of its assets or stock.

7. Removal of Repeater. Licensee may remove its Repeater at any time after termination of this Agreement. Licensee shall take care to leave the Repeater Site in the same condition as it was at the time of installation, reasonable wear and tear excepted. Licensor shall

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inspect the Repeater Site following the removal of the Repeater(s) and shall notify Licensee of any damages to the Repeater Site caused by Licensee, if any, which need to be repaired by Licensee.

8. Insurance; Waiver of Subrogation. Both Parties shall at all times during the Term of this Agreement maintain such policies of property and casualty insurance as are necessary to fully insure their respective property interests. Such policies shall name the other Party as an additional insured. In addition, each Party shall maintain workers' compensation insurance as required by Mississippi law.

Licensor and Licensee agree to release each other from and against any and all loss of or damage to property arising out of or incident to any peril required to be insured against in this License. The effect of such release is not limited to the amount of insurance actually carried or required to be carried, to the actual proceeds received after a loss, or to any deductibles applicable thereto. Each Party shall have the insurance company that issues property and casualty coverage and workers' compensation coverage waive any rights of subrogation and shall have the insurance company include an endorsement acknowledging this waiver, if necessary. Any cost associated with obtaining such a waiver from each Parties= insurance company shall be borne by that Party. Either Party's failure to carry the required insurance shall not invalidate this waiver.

9. Licensee's Property. At all times the Repeater shall remain the sole personal property of Licensee and nothing herein shall be construed as the Repeater becoming a fixture, attachment, or otherwise appurtenant to Licensor's real property. Licensor shall not cause or allow any liens, encumbrances, or security interests, including without limitation any mechanic's or material men's liens, to attach to Licensee's Repeater, and in the event such a lien, encumbrance, or security interest does occur or attach to the Repeater, Licensor shall immediately take all necessary steps to procure the release of any such lien, encumbrance, or security interest.

10. Notice. Any notice, communication, request, reply or advise (herein severally and collectively, for convenience, called "notice") in this Agreement provided or permitted to be given, made, or accepted by either party to the other must be in writing and shall effectively be given upon successful transmission by facsimile with a confirmative copy deposited in the U.S. Mail, first class, postage prepaid, on the date of such facsimile and addressed as follows:

If to Licensor:

Clay County MS
Attn: Amy Bell
PO Box 818
West Abint MS 39773

If to Licensee:

Cellular South, Inc. dba C Spire Wireless
1018 Highland Colony Parkway, Suite 520
Ridgeland, MS 39157
Attn: Allen McIntosh - Vice President, Business Services
Facsimile: (601) 974-7139

01261837

The Parties hereto and their respective heirs, successors, legal representative, and permitted assigns shall have the right from time to time at any time to change their respective addresses by giving the other Party at least fifteen (15) days prior notice of their new address.

11. Amendment. This Agreement may not be altered, changed, or amended, except by an instrument in writing signed by both Parties hereto.

12. Arbitration. Any disputes or controversies arising under this Agreement that are not resolved by the Parties shall be resolved by a single arbitrator chosen by the Parties under the auspices of the American Arbitration Association ("AAA"), and such dispute or controversy shall be resolved pursuant to the rules of the AAA with the findings and any award by such arbitrator being final and binding upon all Parties. Judgment on any award or finding rendered by the arbitrator may be entered in any court of competent jurisdiction. The location of any such arbitration proceedings shall be in Jackson, Mississippi or such other location as mutually agreed by the Parties. The substantially prevailing Party shall be awarded its costs of the arbitration including reasonable attorneys' fees.

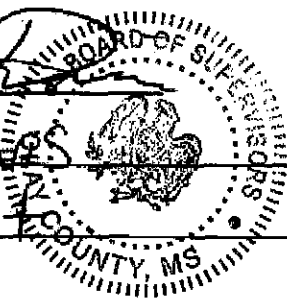
13. Miscellaneous. The Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of Licensor, and shall be binding upon and inure to the benefit of Licensee and any permitted successors and assigns. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.

All rights and remedies of Licensor and Licensee under this Agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law. This Agreement is declared to be a Mississippi contract, and all of the terms thereof shall be governed by, and construed according to, the laws of the State of Mississippi. This Agreement may be executed in counterparts which may be delivered by facsimile, each of which shall be considered an original instrument, but all of which shall be considered one and the same Agreement, and shall become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to each of the other Parties hereto. This Agreement and the exhibits referred to herein constitute the entire understanding of the Parties with respect to the subject matter contained herein, and supersede all prior agreements and understandings between the Parties.

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

LICENSOR:

By: RB DAVIS
Its: President

The seal of the Board of Supervisors for a county in Mississippi. It is circular with a double-line border. The text "BOARD OF SUPERVISORS" is written along the top inner edge, and "COUNTY, MS" is written along the bottom inner edge. In the center of the seal is a small emblem featuring a cotton plant.

LICENSEE:

CELLULAR SOUTH, INC. dba C SPIRE WIRELESS

By: _____
Its: _____

01261837

NO. _____

IN THE MATTER OF TRANSFERRING INTEREST EARNED

There came on this day for consideration the matter of transferring interest earned.

It appears to this Board interest has been earned on the Payroll Clearing Account in the amount of \$ 24.55 and in the Insurance Clearing Account in the amount of \$ 17.53 for and the said amounts should be transferred and settled to the General Operating Fund.

After motion by Joe Chandler and second by Lynn Horton this Board doth vote unanimously to authorize the said transfer as stated above.

SO ORDERED this the 11th day of July, 2019.



R. B. Davis, President

NO. _____

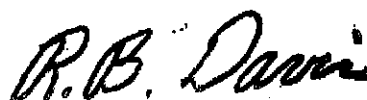
IN THE MATTER OF A TRANSFER OF FUNDS

There came on this day for consideration the matter of a Transfer of Funds.

It appears to this Board a Transfer of Funds is needed to be made to Fund No. 230, District 3 Road B & I 2000 Fund from Fund No. 153, District 3 Road Fund in the amount of \$26,434.93 in order for the said fund to not be overdrawn for the month of June 30, 2019.

After motion by Joe Chandler and seconded by Shelton Deanes this Board doth vote unanimously to authorize the said transfer as stated above.

SO ORDERED this the 11th day of July, 2019.



Lynn D. Horton, President

NO. _____

IN THE MATTER OF AN INTER FUND LOAN

There came on this day for consideration the matter of an inter-fund loan.

It appears to this Board an inter-fund loan is needed to be made to Fund No. 097, E911 Fund from Fund No. 018, TVA Special Fund in the amount of \$17,640.83 in order for the said fund to not be overdrawn for the month of June 30, 2019.

After motion by Lynn Horton and second Luke Lummus this Board doth vote unanimously to authorize the said inter-fund loan as stated above.

SO ORDERED this the 11th day of July, 2019.



R. B. Davis, President

IN THE MATTER OF A TRANSFER

There came on this day for consideration the matter of a transfer.

It appears to this Board a transfer is needed to be made to Fund No. 001, General County Fund from Fund No. 018, TVA Special Fund in the amount of \$ 200,000.00 due to the unanticipated budget overages in the mental health dept. (001-165) which has depleted the cash balance and to ensure the fund has sufficient funds for the month of June 30, 2019.

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize the said transfer as stated above.

SO ORDERED this the 11th day of July, 2019.



R. B. Davis, President