# Minutes of Clay County Board of Supervisors Regular Meeting Thursday, June 24, 2021 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, June 24, 2021.

#### PRESENT:

Luke Lummus, Supervisor District 2 Shelton Deanes, Supervisor District 4. Presiding Joe Chandler, Supervisor District 5

Amy G. Berry, Chancery Clerk Angela Turner Ford, Board Attorney Anthony Cummings, Deputy Sheriff

**County Residents** 

The following proceedings were had:

#### CALL TO ORDER/INVOCATION

The meeting was called to order by Deputy Sheriff Anthony Cummings. The welcome was given by Supervisor Deanes with invocation given by Joe Chandler, Supervisor District 5

#### ADOPTION OF AGENDA

Supervisor Chandler moved to adopt the agenda as presented.

The motion was seconded by Supervisor Lummus.

(Exhibit "A")

## AMENDMENT OF AGENDA

Supervisor Lummus moved to amend the agenda as presented.

The motion was seconded by Supervisor Chandler.

#### AMMENDMENTS TO BE APPROVED AND ADDED TO THE AGENDA

The amendments to be added to the agenda for further consideration and discussion were as follows:

• Veteran's Service Officer requested to give her monthly departmental report

Samuel Sarpong with the *Municipal Advisory Firm* presented his contact information for his firm and offered his consulting services relative to the county's finances. He expressed there might be two debt service of the County's existing debt which would be eligible for refinancing possibly saving the county money. Information would need to be gathered. If the County was interested in looking into this further, please call him or email him. No action was taken by the Board.

AUTHORIZE AND APPROVE THE BUDGET FOR THE ERBR PROJECT NO. ERBR-13(01) MHOON VALLEY BRIDGE PROJECT

Supervisor Lummus moved to authorize and approve the budget outlining the different funding sources funding this Bridge project.

The motion was seconded by Supervisor Chandler.

(Exhibit "B")

AUTHORIZE AND APPROVE THE RIGHT OF WAY AS EXECUTED BY THE VICKERS GRANTING THE COUNTY EASEMENT TO THE PROPERTY IN ORDER TO MAKE THE NECESSARY BRIDGE REPAIRS FOR THE ERBR MHOON VALLEY BRIDGE PROJECT

Supervisor Chandler moved to approve the right of way as executed by the Vickers granting the County Easement to the property in order to make the necessary bridge repairs for the ERBR MHoon Valley Bridge Project.

The motion was seconded by Supervisor Lummus.

(Exhibit "C")

AUTHORIZE AND APPROVE THE INVOICE FOR PRELIMINARY ENGINEERING SERVICES PERFORMED ON THE MHOON VALLEY BRIDGE PROJECT BY CALVERT SPRADLING ENGINEERING

Supervisor Lummus moved to authorize and approve the invoice for Preliminary Engineering Services performed on the MHoon Valley Bridge Project by Calvert Spradling Engineering Firm in the amount of \$47,508.50

The motion was seconded by Supervisor Chandler.

(Exhibit "D")

AUTHORIZE AND APPROVE TO ACCEPT AND AWARD THE BID CONTRACT FOR THE ERBR MHOON VALLEY BRIDGE PROJECT

Supervisor Lummus moved to authorize and approve to accept and award the bid contract for the ERBR Mhoon Valley Bridge Project to Glasgow Construction Inc. in the amount of \$950,170.04.

The motion was seconded by Supervisor Chandler.

(Exhibit "E")

AUTHORIZING AND APPROVE THE PRESIDENT TO SIGN A LETTER REQUESTING FULL PAYMENT FOR THE FINAL PAYMENT FROM MDOT FOR THE ERBR MHOON VALLEY BRIDGE PROJECT IN THE AMOUNT OF \$610,000

Supervisor Chandler moved to authorize and approve the President to sign as letter requesting full payment for the final payment from MDOT for the ERBR MHoon Valley Bridge Project in the amount of \$610,000.

The motion was seconded by Supervisor Lummus.

(Exhibit "F")

AUTHORIZE AND APPROVE TO SEND A LETTER REQUESTING ADDITIONAL FUNDING SUPPORT FROM LFP FUNDS TO FUND THE SHORTFALL OF THE ERBR MHOON VALLEY BRIDGE PROJECT

Supervisor Lummus moved to authorize and approve to send a letter requesting additional funding support from LFP Funds to fund the shortfall of the ERBR Mhoon Valley Bridge Project in the amount of \$526,615.54.

The motion was seconded by Supervisor Chandler.

(Exhibit "G")

AUTHORIZE AND APPROVE PAYMENT TO THE CIRCUIT CLERK IN THE AMOUNT OF \$9,807.00 FOR THE EMINENT DOMAIN PROCEEDS FOR THE HAGA PROPERTY FOR THE ERBR MHOON VALLEY BRIDGE PROJECT

Supervisor Lummus moved to authorize and approve payment to the Circuit Clerk in the amount of \$9,807.00 for Eminent Domain proceeds for the HAGA Property for the ERBR MHoon Valley Bridge Project.

The motion was seconded by Supervisor Chandler.

(Exhibit "H")

AUTHORIZE AND APPROVE THE CIRCUIT CLERK TO TRAVEL TO BILOXI, MS FOR THE MS ASSOCIATION OF CIRCUIT CLERK'S SUMMER COVENTION TO BILOXI MS JULY 21-23, 2021

Supervisor Chandler moved to authorize and approve for the Circuit Clerk to travel to Biloxi, MS for the MS Circuit Clerk's Summer Convention the week of July 21-23, 2021.

The motion was seconded by Supervisor Lummus.

(Exhibit "I")

AUTHORIZE AND APPROVE THE CHANCERY CLERK TO TRAVEL TO BILOXI, MS FOR THE MS ASSOCIATION OF CHANCERY CLERK'S SUMMER COVENTION TO BILOXI MS JUNE 12-16, 2021

Supervisor Chandler moved to authorize and approve for the Circuit Clerk to travel to Biloxi, MS for the MS Chancery Clerk's Summer Convention the week of July 12-16, 2021.

The motion was seconded by Supervisor Lummus.

(Exhibit "J")

AUTHORIZE AND APPROVE THE COPIER AGREEMENT FOR THE  $16^{\text{TH}}$  CIRCUIT COURT DRUG COURT WITH IT RAY COMPANY

Supervisor Lummus moved to authorize and approve the monthly copier agreement for the 16<sup>th</sup> Circuit Court Drug Court with IT Ray Company

The motion was seconded by Supervisor Chandler.

(Exhibit "K")

#### AUTHORIZE AND APPROVE THE SHERIFF'S MEAL LOG AFFIDAVIT

Supervisor Lummus moved to authorize and approve the Sheriff's meal log affidavit.

The motion was seconded by Supervisor Chandler.

(Exhibit "L")

AUTHORIZE AND APPROVE TO PAY THE CONSTABLES THE NET MONTHLY GROSS FEE INCOME FOR THE MONTH OF JUNE 2021

Supervisor Lummus moved to authorize and approve to pay the Constables the net Monthly gross fee Income for the month of June 2021.

The motion was seconded by Supervisor Chandler.

(Exhibit "M")

AUTHORIZE AND APPROVE THE PRESIDENT TO EXECUTE THE PARTICIPATION AGREEMENT WITH MS ASSOCIATION OF SUPERVISORS FOR THE DEBT SET OFF PROGRAM TO COLLECT DELINQUENT JUSTICE COURT FINES THROUGH THE MS DEPARTMENT OF REVENUE

Supervisor Lummus moved to authorize and approve the President to execute the participation agreement with MS Association Association of Supervisors for the Debt Set of Program to collect Delinquent Justice Court Fines through the MS Department of Revenue.

The motion was seconded by Supervisor Chandler.

(Exhibit "N")

AUTHORIZE AND APPROVE TO DESIGNATE CHARLOTTE JONES AS THE PROJECT COORDINATOR FOR CLAY COUNTY'S DEBT SET OFF PROGRAM FOR JUSTICE COURT COLLECTIONS

Supervisor Lummus moved to authorize and approve to designate Charlotte Jones as the Project Coordinator for Clay County's Debt Set Off Program for Justice Court Collection.

The motion was seconded by Supervisor Chandler.

(Exhibit "O")

AUTHORIZE AND APPROVE THE PRESIDENT TO EXECUTE THE SOLID WASTE DEQ GRANT PAPERS FOR THE ENFORCEMENT OFFICER FOR YEAR 2021

Supervisor Lummus moved to authorize and approve the President to execute the solid waste DEQ Grant Papers for the Enforcement Officer for year 2021.

The motion was seconded by Supervisor Chandler.

(Exhibit "P")

AUTHORIZE AND APPROVE TO DESIGNATE JULY  $5^{TH}$  AS THE JULY 4RTH HOLIDAY AS DECLARED BY THE GOVERNOR IN HIS PROCLAMATION

Supervisor Lummus moved to authorize and approve to designate Monday, July 5<sup>th</sup>, as the July 4rth holiday, as declared by the Governor in his proclamation.

The motion was seconded by Supervisor Chandler.

(Exhibit "Q")

## AUTHORIZE AND APPROVE TO SPREAD ON THE MINUTES THE MONTHLY REPORT OF THE VETERAN'S SERVICE OFFICER

Supervisor Lummus moved to spread on the minutes the monthly report of the Veteran's Service Officer.

The motion was seconded by Supervisor Chandler.

(Exhibit "R")

## AUTHORIZE AND APPROVE TO GO INTO CLOSED SESSION

Supervisor Chandler moved to go into closed session.

The motion was seconded by Supervisor Lummus.

AUTHORIZE AND APPROVE TO GO FROM CLOSED SESSION TO EXECUTIVE SESSION AS ALLOWED UNDER SECTION 25-41-7 OF *THE MISSISSIPPI CODE* TO DISCUSS A PERSONNEL MATTER

Supervisor Lummus moved to go from closed session to executive session as allowed under Section 25-41-7 of *the Mississippi Code* to discuss a personnel matter.

The motion was seconded by Supervisor Chandler.

### AUTHORIZE AND APPROVE TO COME OUT OF EXECUTIVE SESSION

Supervisor Chandler move to come out of Executive Session

The motion was seconded by Supervisor Lummus.

## **ADJOURN**

Supervisor Chandler moved to adjourn until Tuesday, July, 6, 2021 at 9:00 a.m. at the Clay County Courthouse.

The motion was seconded by Supervisor Lummus.

\*\*\*All motions were carried unanimously unless otherwise indicated.

SO ORDERED, this the 24th day of June, 2021.



ATTEST:

AMY G. BERRY, CHANCERY CLERK CLERK OF THE BOARD

Shelfon L. Al.
SHELTON L. DEANES, PRESIDENT
CLAY COUNTY

**BOARD OF SUPERVISORS** 

## **EXHIBIT A**



## Clay County Board of Supervisors Agenda for Meeting Thursday, June 24, 2021, at 9:00 a.m.

- Call to Order
- Welcome and Prayer
- · Adopt and Amend Agenda
- Samuel Sarpong, Municipal Advisory Firm
- Robert Calvert, Calvert Spradling Engineers
  - o Authorize and approve President to sign letter requesting transfer of ERBR Funds
  - Authorize and approve Resolution requesting funds for ERBR Project
  - o Authorize and approve to award Construction Contract the MHoon Valley Bridge Pr
  - Authorize and approve Invoice for payment for preliminary engineering services on MHoon Valley Pr
  - Authorize and approve Budget for ERBR Project
  - Authorize and approve deposit of funds with the Circuit Clerk for appraisal amount of MHoon Valley Project
  - Update on D-2, Road and Bridge 2021 Bond Issuance Project
- Authorize and approve Circuit Clerk to travel to MS Circuit Clerk's Association in Biloxi, MS July 21-23, 2021
- Authorize and approve Chancery Clerk and Deputy Clerk to travel to Biloxi, MS to Chancery Clerk's Association for Summer Convention July 12-16, 2021
- Authorize and approve copier rental agreement with Circuit Court Drug Court office with IT Ray Company
- Authorize and approve Sheriff's Jail Meal Log Affidavit
- Amy Berry, Chancery Clerk
  - Authorize and approve to pay Constables Net Monthly Gross Fee Income
  - o Authorize and approve President to execute Participation Agreement with MS Association of Supervisors to collect Delinquent Justice Court Fines through MS Dept. of Revenue
  - o Authorize and approve Program Coordinator Form for Debt Set Off Program
  - Authorize and approve President to execute DEQ Grant Papers for DEQ Officer Grant FY 2021
- Authorize and approve the Governor's Proclamation Declaring Fourth of July Holiday for Monday, July 5, 2021
- Request to go into Executive Session to discuss a Personnel matter as allowed under Section 25-41-7 of the Mississippi Code
- Recess until <u>Tuesday</u>, July 6, 2021 at 9:00 a.m.

Amendments					
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## Executive Session:

Richmond

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## EXHIBIT B

No.	

## IN THE MATTER OF AUTHORIZING THE REQUEST FOR SAP/LSBP FUNDS FOR ERBR PROJECTS FOR MHOON VALLEY ROAD PROJECT NO. ERBR-13(01)

There came on this day for the consideration the matter of authorizing the Request for SAP/LSBP Funds for ERBR Projects for Mhoon Valley Road ERBR-13(01) in Clay County.

A form to request the use of SAP/LSBP Funds to supplement ERBRF Project awards has been completed and forwarded to OSARC. The amount of available Clay County LSBP Funds is \$392,732 and the amount of SAP Funds is \$32,046. Clay County requests that \$32,046 in SAP Funds and \$494,569.54 in LSBP Funds (including \$101,837.54 in Forfeited Pool (LFP) Funds) be added to the project cost needed for Project No. ERBR-13(01).

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 Mhoon Valley Road ERBR-13(01) be transferred to Clay County in the amount of \$526,615.54.

SO ORDERED this the 24th day of June, 2021.

V

Board of Supervisors of Clay County

Clerk of Board of Supervisors of Clay County, Mississippi

## **EXHIBIT C**

STATE OF MISSISSIPPI

COUNTY OF CLAY

RIGHT OF WAY CERTIFICATE

June 23, 2021

RE:

ERBR-13(01)

MHOON VALLEY BRIDGE

This document hereby certifies that the Board of Supervisors of Clay County, Mississippi,

has obtained all necessary rights-of-way and construction easements for construction of the above

designated project by warranty deed and/or court order granting Clay County right of immediate title

and possession; said rights-of-way and construction easements having been acquired according to

the dimensions and locations as shown on the approved plans prepared by Robert L. Calvert, Clay

County Engineer.

I further certify that the acquisition of rights-of-way has been obtained in accordance with

the provisions of the "Uniform Relocation Assistance and Real Property Acquisition Policies Act

of 1970."

Notification to property owners of their rights has been properly documented in the Board's

records.

WITNESS MY SIGNATURE this the \_\_\_\_\_ day of June, 2021.

ANGELA TURNER FORD,

Attorney for the Board of Supervisors of Clay

County, Mississippi

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Prepared by: Angela Turner Ford Turner Law Offices, P.L.L.C. Post Office Drawer 1500 West Point, MS 39773 (662) 494-6611 Return to: Robert L. Calvert, PE/PLS P.O. Drawer 1078 7085 Highway 45A North West Point, Mississippi 39773 (662) 494-7101

STATE OF MISSISSIPPI COUNTY OF CLAY

#### WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, We,

George Vickers 532 Vickers Road West Point, Mississippi 39773 (662)386-7251

Mary Vickers 532 Vickers Road West Point, Mississippi 39773 (662)386-7251

do hereby warrant and convey my undivided interest in the following described tract of land to the following person(s):

Clay County, Mississippi P.O. Box 815 West Point, MS 39773 (662) 494-3124

with said land being situated and located in the County of Clay, State of Mississippi, to-wit:

(See Exhibit A attached)

INDEXING INSTRUCTIONS:

- NW 1/4 of the SW 1/4 of Section 14, T-17-S-R-5-E (0.6647 acres), Clay County, Mississippi; and
- NE 1/4 of the SE 1/4 of Section 15, T-17-S, R-5-E (0.4804 acres), Clay County, MS.

## THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

- 1. Mineral reservations and conveyances, if any, by prior owners.
- 2. Taxes for the year 2021 to be paid by Grantee.
- 3. All other rights-of-way and easements affecting said property, including, by way of illustration, but

Page 1 of 3

lines, and rights-of-way and easements for natural gas pipelines. It is understood and agreed by the Grantors herein that they have been advised of the 4. appraised value as determined by an appraiser employed by Clay County and Grantors have the right to accept fair market value as determined by said appraisal. WITNESS OUR SIGNATURES, on this the 23rd GEORGE VICKERS, GRANTOR Mary Vickers, GRANTOR SHELTON DEANES, IN HIS OFFICIAL CAPACITY AS PRESIDENT OF THE CLAY COUNTY BOARD OF SUPERVISORS, **GRANTEE** THIS DEED WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH STATE OF Mississippi COUNTY OF Clay Personally appeared before me, the undersigned authority in and for the said county and state, on this 23rd , 2021, within my jurisdiction the within named GEORGE VICKERS, who acknowledged that he signed, executed and delivered the aboy and foregoing instrument on the day and year therein mentioned. NOTARY PUBLIC (Seal) My Commission Expires: COUNTY OF CITY Personally appeared before me, the undersigned authority in and for the said county and state, on this 23rd \_, 2021, within my jurisdiction the within named MARY VICKERS, who acknowledged that she signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned. Matacha K. Wataon (Seal) My Commission Expires

not limitation, rights-of-way and easements for public roads, rights-of-way for ingress and egress granted to individuals and/or entities, rights-of-way and easements for telephone/communication

COUNTY OF	
day of, 2021, within my jurisdiction	ed authority in and for the said county and state, on this  n the within named SHELTON DEANES, in his official pervisors, who acknowledged that he signed, executed and day and year therein mentioned.
(Seal)	NOTARY PUBLIC
My Commission Expires:	

STATE OF

#### EXHIBIT "A"

Commencing at a found fence corner at the SW corner of the NE 1/4 of the NE 1/4 of Section 14, T-17-S, R-5-E, Clay County, MS having State Plane Coordinate N 1492772.9430 and E 1011222.4650; Mississippi State Plane Coordinate System, East Zone, NAD 83(2011) grid values, U.S. Survey Feet, using a scale factor of 0.99995061 and a convergence angle of 0° 02' 30.45"; thence West, a distance of 3,456.38 feet; thence South, a distance of 1,256.57 feet; thence S01°19'31"E, a distance of 27.74 feet; thence \$01°19'31"E, a distance of 22.76 feet to a set iron pin and the point of beginning having State Plane Coordinate N 1,491,465.8915 and E 1,007,767.2513; from said point of beginning thence S01°19'31"E, a distance of 29.50 feet; thence S88°40'29"W, a distance of 69.99 feet; thence S81°28'06"W, a distance of 272.11 feet; thence S84°13'29"W, a distance of 99.47 feet; thence \$82°06'57"W, a distance of 71.34 feet; thence N83°59'21"W, a distance of 216.25 feet; thence N81°56'25"W, a distance of 179.36 feet; thence N89°06'37"W, a distance of 100.00 feet; thence N00°53'23"E, a distance of 30.29 feet; thence S87°55'35"E, a distance of 131.11 feet; thence N88°34'26"E, a distance of 157.35 feet; thence S89°14'53"E, a distance of 141.63 feet; thence S82°59'58"E, a distance of 25.64 feet; thence N79°25'26"E, a distance of 29.14 feet; thence N88°52'30"E, a distance of 39.59 feet; thence S85°15'20"E, a distance of 34.25 feet; thence N88°20'13"E, a distance of 245.01 feet; thence N88°15'37"E, a distance of 172.87 feet; thence N85°49'14"E, a distance of 24.79 feet to the point of beginning with 0.6647 acres located in the NW 1/4 of the SW 1/4 of Section 14, and 0.4804 acres located in the NE 1/4 of the SE 1/4 of Section 15, T-17-S, R-5-E, Clay County, MS totaling containing 1.1451 acres, more or less.

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# **EXHIBIT D**

## Calvert-Spradling Engineers, Inc P. O. Drawer 1078 West Point, MS 39773 662-494-7101

Clay County Board of Supervisors P. O. Box 815 West Point, MS 39773

Invoice number

9613

Date

06/21/2021

Project 216-008 CCBS-MHOON VALLEY ROAD ERBR-13(01)

Description		Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
01 Preliminary		47,508.50	100.00	19,726.40	47,508.50	27,782.10
03 Construction		95,017.00	0.00	0.00	0.00	0.00
	Total	142,525.50	33.33	19,726.40	47,508.50	27,782.10

Invoice total 27,782.10

Approved by:
Robert L. Calvert

Robert L. Calvert

## **EXPENDITURE REPORT #2 (New Budget)**

Clay County Board of Supervisors for Mhoon Valley Road ERBR-13(01) CSE# 216008

June 21, 2021

	THIS MONTH	TOTAL TO DATE	BUDGET
Construction:			
Glasgow Construction Co., Inc.			950,170.04
Consultants:			•
Willis Engineering (Soil Report)		13,932.00	13,932.00
Headwaters, Inc.		3,533.00	3,533.00
Burns, Cooley, Dennis, Inc. (Sulfate Test)		250.00	250.00
Right of Way Appraisal:			
Stewart S. Stafford		1,800.00	1,800.00
Right of Way Acquisition:		•	, -
Richard Haga			9,807.00
George & Mary Vickers			9,598.00
egal			5,000.00
Preliminary Engineering (CSE)	27,782.10	47,508.50	47,508.50
construction Engineering & Inspection, Testing (CSE)	 		95,017.00
TOTAL COST	\$ 27,782.10	\$ 67,023.50	\$ 1,136,615.54

lote: An addditional \$5,000 is to be added for Attorney's fees.

unding:

<b>ERBRF</b>	\$	610,000.00
SAP	\$	32,046.00
LSBP	\$	392,732.00
LFP	\$	101,837.54
•	S	1.136.615.54

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# **EXHIBIT E**

#### ORDER OF BOARD OF SUPERVISORS OF

## CLAY COUNTY, MISSISSIPPI

WHEREAS, Clay County received bids for an Emergency Road and Bridge Repair project known as ERBR-13(01) on the Mhoon Valley Road in Clay County on April 9, 2021. Five bids were received and the bid of Glasgow Construction Co., Inc. of Guin, AL was the low bid in the amount of \$950,170.04.

NOW, therefore based upon the recommendation of the Engineer of Record, this Board upon a motion made and duty approved does hereby order that Project ERBR-13(01) be awarded to Glasgow Construction Co., Inc. in the amount of \$950,170.04.

WITNESS, this my signature in agreement and execution hereof, this 24<sup>th</sup> day of June, 2021.

Board of Supervisors Clay County, Mississippi

Shelton Deages, President

Attested:

Amy Berry, Clay County Chancery Clerk

# EXHIBIT F



## **Clay County Board of Supervisors**

Post Office Box 815 West Point, Mississippi 39773 Telephone: (662) 494-3313

Facsimile: (662) 492-4059
E-mail: supervisors@claycounty.ms.gov

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

June 24, 2021

Brad White
Executive Director
Mississippi Department of Transportation
401 N West Street
Jackson, MS 39201

RE: Request for Funding for ERBR Project No. ERBR-13(01) SA1300000000079

Dear Mr. White,

We are requesting the transfer of ERBR Funds authorized by Section 7 and 8 of House Bill 1, 2018 First Extraordinary Legislative Session, and in accordance with our executed ERBR Memorandum of Agreement (MOA) with the Mississippi Transportation Commission as outlined below. We hereby certify that professional services and the letting of construction projects have been procured in compliance with state law and the MOA.

Construction bid amount: \$950,170.04

Construction Engineering & Inspection (up to 10% of construction bid): \$95,017.00

Total request (Up to ERBRF Award Amount): \$610,000.00

We appreciate your assistance

Signature of authorized personnel.
SHELTON DEANES, PRESIDENT

CLAY COUNTY BOARD OF SUPERY SORS

## EXHIBIT G

## 216008 MHOON VALLEY BRIDGE

REVISED COST

4/8/2021

TOTAL PROJECT BUDGET	4/8/2021
Geotech Report - Willis Eng.	\$13,932.00
Sulfate Test - Burns Cooley Dennis	\$250.00
Environmental - Headwaters	\$3,533.00
ROW Appraisal - Stewart Stafford	\$1,800.00
ROW Acquisition - ESTIMATE	\$19,405.00
Legal - ESTIMATE	\$5,000.00
Glosgow Construction	\$950,170.04
Preliminary Engineering	\$47,508.50
Construction Eng & Testing	\$95,017.00
GRAND TOTAL PROJECT	\$1,136,615.54
LESS ERBRF FUNDS Awarded	-\$610,000.00
TOTAL FUNDS NEEDED FOR PROJECT	\$526,615.54

## NOTE:

Eminent domain case has been filed for right of way. An estimate is provided for right of way and legal cost.

Source of Funds Needed For Project	\$526,615.54
LSBP Funds	\$392,732.00
SAP Funds	\$32,046.00
LFP Funds	\$101,837.54
Total SAP/LSBP/LFP Funds to Clay County	\$526,615.54

Harry Lee James, P.E. Mate Aid Engineer P.O. Box 1850 Ackson, Mississippi 39215 Chone (601) 359-7150



412 E. Woodrow Wilson Ave. Jackson, Mississippi 39216 Fax (601) 359-7141 www.osarc.ms.gov mail@osarc.ms.gov

## Request for SAP/LSBP Funds for ERBRF Projects

Please complete form (where applicable) and return to OSARC by mail, fax, or email.

Project Number: ERBR-13(01)	Clay
Construction Bid Amount: \$950,170	0.04 Project Award Date: 6/24/2021
ERBRF Award Amount: \$610,000	Project Priority (if multiple):
'Balance to be Programmed' on Current S	Status of Funds, Dated: May, 2021
	LSBP Funds Available: \$392,732
SAP Funds Requested: \$32,046	LSBP Funds Requested: \$392,732
Explanation of Need and Intended Use: Source of overrun funds: SAP Funds-\$32,046; LSBP F	otal additional funds needed: \$526,615.54.
Robert 1. Color Engineer of Record	Harry Lee James, P.E., State Aid Engineer
6-24-2021 Date Requested:	Date Approved:
Notes:	
Disclaimer: Per House Bill 779, Section 4, Regular Legislative 5 projects at the discretion of the State Aid Engineer. Approval of	Session 2019, SAP and/or LSBP funds can be used on ERBRF this application does not guarantee funds will be available in full

at the time of project award. Additional information will be required to determine the specific amount allowable.

## **EXHIBIT H**

## IN THE SPECIAL COURT OF EMINENT DOMAIN CLAY COUNTY, MISSISSIPPI

CLAY COUNTY, MISSISSIPPI, ACTING BY AND THROUGH ITS BOARD OF SUPERVISORS

**PLAINTIFF** 

V.

2020-CV-0199K

RICHARD HAGA

DEFENDANT

## ORDER GRANTING PLAINTIFF RIGHT OF IMMEDIATE TITLE AND POSSESSION

THIS DAY this cause came on for hearing upon the motion, ore tenus, of the Plaintiff, Clay County, Mississippi, acting by and through its Board of Supervisors, for an Order granting the Plaintiff the right of immediate title, possession and entry upon the land being condemned and described in Exhibit "A" of the Complaint, which is incorporated herein by reference. The Court finds that the property that is subject to this cause has been appraised. The Court finds that said appraiser has filed with this Court and the Clerk of this Court the requisite number of copies of his Appraisal Report showing the sum of NINE THOUSAND, EIGHT HUNDRED AND SEVEN AND NO/100 (\$9,807.00) as total compensation and damages for the taking of the Defendant's land.

The Court further finds on representation from the attorney for the Plaintiff, the same being documented in the record, that the record landowner has been served with process, with the landowner thereafter securing counsel, who has entered an appearance and filed an answer on Defendant's behalf. Attorney for Plaintiff also represents that a copy of the appraisal has been sent to the known landowner on April 28, 2021, via First Class U.S. Mail. Upon review of the Appraisal Report and in the light of the foregoing, the Court finds the appraisal conforms to that required by statute; and that the Court, making a judicial determination of public use, finds the Motion is well.

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Case; 13Cl1:20-cv-00199 Document #: 15 Filed: 06/21/2021 Page 2 of 5

taken and that Plaintiff is entitled to immediate title, possession of and entry upon said land described in the Complaint as Exhibit "A" in accordance with Section 11-27-85 of Mississippi Code of 1972, as amended and annotated.

IT IS THEREFORE ORDERED that the Plaintiff, Clay County, Mississippi, acting by and through its Board of Supervisors, be and is hereby granted immediate title, possession of and entry upon the land sought to be condemned as described in the Complaint as Exhibit "A", LESS AND EXCEPT all oil, gas and other minerals which may be produced through a well bore, upon deposit with the Clerk of this Court of an amount equal to at least eighty-five percent (85%) of compensation for damages due to the Defendant as determined by the said court appointed appraisal in the amount of \$9,807.00, by the Plaintiff, Clay County, Mississippi, the said amount is to be disbursed by the Clerk of this Court, only, upon further Order of this Court.

SO ORDERED, on this the

16 day of June

..2021

JUDGE SPECIAL COURT OF EMINENT

DOMAIN

Submitted By:

ANGELA TURNER FORD MISSISSIPPI BAR NO. 100187 ATTORNEY FOR PLAINTIFF

171/10

JUN 21 2021

K. Brown Heard

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### RESOLUTION OF THE CLAY COUNTY BOARD OF SUPERVISORS AUTHORIZING USE OF QUICK TAKE EMINENT DOMAIN PROCEEDINGS FOR ERBR-13(81) - MHOON VALLEY BRIDGE PROJECT

THERE CAME TO BE HEARD AND WAS HEARD the motion of Supervisor R.B. Davis, which motion was seconded by Supervisor Luke Lummus, to adopt the following resolution, to-wit;

WHEREAS, on this day for consideration came the matter of acquiring real property via eminent domain proceedings for ERBR-13(01), also referred to as the Mhoon Valley Bridge project.

WHEREAS, the Clay County Board of Supervisors hereby finds the owner of certain real property located adjacent to the Mhoon Valley Bridge has not been willing to accept the amount offered by Clay County to obtain title to real property required to improve Mhoon Valley Bridge. The tract of land at issue has been more specifically described in Exhibit "A".

WHEREAS, Clay County, including but not limited to residents of the Mhoon Valley community, will suffer irreparable harm if prolonged eminent domain proceedings are utilized to condemn the property described in Exhibit "A."

WHEREAS, the Clay County Board of Supervisors further finds, confirms, acknowledges and declares that is eligible and authorized to obtain right of immediate title and possession of the subject tract of land pursuant to Sections 11-27-81 through 11-27-89 of the Mississippi Code of 1972, as amended, as the County is at risk of losing state funds designated for ERBR -13(01), also referred to as the Mhoon Valley Bridge project, if Sections I 1-27-1 through 11-27-51 are utilized to condemn the subject tract of land described in Exhibit "A."

WHEREAS the Clay County Board of Supervisors, after solemn and due consideration, authorizes and requests the Attorney for the Clay County Board of Supervisors and/or other necessary professionals to institute condemnation proceedings required to acquire the above described property

171/11

JUN 21 2021
K. Brown Years

for the public pursuant to Sections 11-27-81 through 11-27-89 of the Mississippi Code of 1972, as amended.

The Board reserves the right to implement any further orders as necessary or as required by law.

After due discussion, the motion was called to vote and each Supervisor voted as follows, to-wit:

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

The motion, passing by a majority vote of the Supervisors, was declared carried and this resolution adopted.

SO ORDERED, on this \_\_

\_ day of March, 2021.

CLAY COUNTY, MISSISSIPPI BOARDOF SUPERVISORS

SHELTON L. DEANES, PRESIDENT

ATTEST:

AMM G. BERRY

CLAY COUNTY CHANGERY CLERK

17/12

FILED

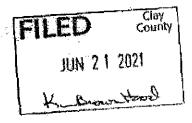
Clay County

JUN 21 2021

boot and I

Commencing at a found fence comer at the SW corner of the NE 1/4 of the NE 1/4 of Section 14, T-17-S, R-5-B, Clay County, MS having State Plane Coordinate N 1,492,772,9430 and E 1,011,222,4650; Mississippi State Plane Coordinate System. Bast Zone, NAD 83(2011) grid values, U.S. Survey Feet, using a scale factor of 0.99995061 and a convergence angle of 0" D2" 30.45"; thence West, a distance of 3,456,38 feet; thence South, a distance of 1,256.57 feet to a set iron pin and the point of beginning baving State Plane Coordinate N 1,491,516,3765 and E 1,007,766.0834; from said point of beginning thence \$01"19"31"E, a distance of 27.74 feet; thence \$89"33"26"W, a distance of 58.66 feet; thence \$88"28"13"W, a distance of 112.42 feet; thence \$87"24"28"W, a distance of 68.65 feet; thence \$88"19"58"W, a distance of 78.46 feet; thence \$88"18"59"W, a distance of 130.73 feet; thence \$80"29"31"W, a distance of 22.37 feet; thence \$88"05'49"W, a distance of 33.53 feet; thence \$86"55'05"W, a distance of 83.42 feet; thence \$88"54"21"W, a distance of 166.18 feet; thence \$88"24'07"W, a distance of 86.21 feet; thence \$89"49"57"W, a distance of 40.35 feet; thence \$88"26"47"W, a distance of 75.53 feet; thence \$80"52'3"B, a distance of 29.53 feet; thence \$88"26"47"W, a distance of 75.53 feet; thence \$80"05"15"E, a distance of 181.39 feet; thence \$82"12"44"E, a distance of 222.02 feet; thence \$88"40"29"B, a distance of 69.99 feet to the point of beginning with 0.7234 acres located in the \$W 1/4 of the NW 1/4 of Section 14, and 0.5086 acres located in the \$E 1/4 of the NB 1/4 of the NW 1/4 of Section 14, and 0.5086 acres located in the \$E 1/4 of the NB 1/4 of the NW 1/4 of Section 14, and 0.5086 acres located in the \$E 1/4 of the NB 1/4 of the NW 1/4 of Section 15, T-17-S, R-5-E, Clay County, MS totaling 1.2320 acres, more or less.

EXHIBIT "A"



171/13

## RESOLUTION OF THE CLAY COUNTY BOARD OF SUPERVISORS AUTHORIZING USE OF QUICK TAKE EMINENT DOMAIN PROCEEDINGS FOR ERBR-13(01) - MHOON VALLEY BRIDGE PROJECT

THERE	CAME	то	BE	HEARD	AND	WAS	HEARD	the	motio	n of Super	visor
 					;	which	motio	n	was	seconded	by
 , to adopt the following resolution, to-wit;											
WHEREAS, on this day for consideration came the matter of acquiring real property via											

eminent domain proceedings for ERBR-13(01), also referred to as the Mhoon Valley Bridge project.

WHEREAS, the Clay County Board of Supervisors hereby finds the owner of certain real property located adjacent to the Mhoon Valley Bridge has not been willing to accept the amount offered by Clay County to obtain title to real property required to improve Mhoon Valley Bridge. The tract of land at issue has been more specifically described in Exhibit "A" with said property being owned and/or occupied by George and Mary Vickers.

WHEREAS, Clay County, including but not limited to residents of the Mhoon Valley community, will suffer irreparable harm if prolonged eminent domain proceedings are utilized to condemn the property described in Exhibit "A."

WHEREAS, the Clay County Board of Supervisors further finds, confirms, acknowledges and declares that is eligible and authorized to obtain right of immediate title and possession of the subject tract of land pursuant to Sections 11-27-81 through 11-27-89 of the Mississippi Code of 1972, as amended, as the County is at risk of losing state funds designated for ERBR -13(01), also referred to as the Mhoon Valley Bridge project, if Sections11-27-1 through 11-27-51 are utilized to condemn the subject tract of land described in Exhibit "A."

WHEREAS the Clay County Board of Supervisors, after solemn and due consideration, authorizes and requests the Attorney for the Clay County Board of Supervisors and/or other

necessary professionals to institute condemnation	on proceedings required to acquire the above
lescribed property for the public pursuant to Sectio	ns 11-27-81 through 11-27-89 of the Mississippi
Code of 1972, as amended.	
The Board reserves the right to implement	any further orders as necessary or as required by
aw.	
After due discussion, the motion was calle	d to vote and each Supervisor voted as follows,
to-wit;	
Supervisor, D. Lynn Horton Supervisor, Luke Lummus, Supervisor, R.B. Davis, Dis Supervisor, Shelton L. Dear Supervisor, Joe Chandler, I The motion, passing by a majority vote of	District 2 strict 3 nes, District 4
resolution adopted.	
SO ORDERED, on this day of	f, 2021.
	CLAY COUNTY, MISSISSIPPI BOARD OF SUPERVISORS
	SHELTON L. DEANES, PRESIDENT
ATTEST:	
AMY G. BERRY CLAY COUNTY CHANCERY CLERK	

Commencing at a found fence corner at the SW corner of the NE 1/4 of the NE 1/4 of Section 14, T-17-S, R-5-E, Clay County, MS having State Plane Coordinate N 1492772.9430 and E 1011222.4650; Mississippi State Plane Coordinate System, East Zone, NAD 83(2011) grid values, U.S. Survey Feet, using a scale factor of 0.99995061 and a convergence angle of 0° 02' 30.45"; thence West, a distance of 3,456.38 feet; thence South, a distance of 1,256.57 feet; thence S01°19'31"E, a distance of 27.74 feet; thence S01°19'31"E, a distance of 22.76 feet to a set iron pin and the point of beginning having State Plane Coordinate N 1,491,465.8915 and E 1,007,767.2513; from said point of beginning thence S01°19'31"E, a distance of 29.50 feet; thence S88°40'29"W, a distance of 69.99 feet; thence S81°28'06" W, a distance of 272.11 feet; thence S84°13'29" W, a distance of 99.47 fect; thence S82°06'57"W, a distance of 71.34 feet; thence N83°59'21"W, a distance of 216.25 feet; thence N81°56'25"W, a distance of 179.36 feet; thence N89°06'37"W, a distance of 100.00 feet; thence N00°53'23"E, a distance of 30.29 feet; thence S87°55'35"E, a distance of 131.11 feet; thence N88°34'26"E, a distance of 157.35 feet; thence S89°14'53"E, a distance of 141.63 feet; thence S82°59'58"E, a distance of 25.64 feet; thence N79°25'26"E, a distance of 29.14 feet; thence N88°52'30"E, a distance of 39.59 feet; thence S85°15'20"E, a distance of 34.25 feet; thence N88°20'13"E, a distance of 245.01 feet; thence N88°15'37"E, a distance of 172.87 feet; thence N85°49'14"E, a distance of 24.79 feet to the point of beginning with 0.6647 acres located in the NW 1/4 of the SW 1/4 of Section 14, and 0.4804 acres located in the NE 1/4 of the SE 1/4 of Section 15, T-17-S, R-5-E, Clay County, MS totaling containing 1.1451 acres, more or less.

**EXHIBIT "A"** 

## **EXHIBIT I**

#### **Amy G Berry**

From:

khood@claycounty.ms.gov

Sent: To: Tuesday, June 15, 2021 1:54 PM

Subject:

aberry@claycounty.ms.gov Board Approval - Summer Conference

**Attachments:** 

SKM\_458e ID21061513300.pdf

Hey lady,

need to get Board Approval for our Summer Conference. I will be going down Tuesday and returning Saturday forning. (If I'm actually able to go at all. We have a murder trial set that week (3))

I went ahead and booked the room on my card just to reserve.

Thanks!

Kim Brown Hood Clay County Circuit Clerk 26089 W Main Street West Point, MS 39773 662-494-3384 (phone) khood@claycounty.ms.gov (email)

#### 2021 Mississippi Circuit Clerk Summer Convention BEAU RIVAGE Biloxi MS

#### **Convention Dates:**

Wednesday, July 21

Thursday, July 22

Friday, July 23

There will be some rooms available on Tuesday nights at our convention rates.

Convention Rates are: (Tax exempt-\$155) or \$155.00 +15.00 resort fee +12% taxes for Tuesday, Wednesday, and Thursday nights for a total of \$ 190.40 and Friday at (\$185 tax exempt) or \$185 +15 resort + 12% tax for \$224.00. Your County's check and tax exemption letter has to be received 21 days in advance.

DEADLINE is June 21, 2021 Don't wait because the room price will go jump to \$349.00 !!!

Reservation Code is SMISO72BR \_001 (Mississippi Circuit Clerks Convention), call (228) 386-7155 or online: https://book.passkey.com/e/50182599

Please see attached T-shirt order, food headcount and for any free ticket attendance for Aquarium and Seafood Museum by faxing 8J in Randy's office at (228) 769-3180 or email:

<u>bi\_mccreary@co\_iackson.ms.us</u>

The Beau Rivage is very expensive and if your headcount changes, PLEASE let BJ know, as we have to pay for any no-show's.

## **EXHIBIT J**



# MISSISSIPPI CHANCERY CLERKS ASSOCIATION



JULY 13-15, 2021
GOLDEN NUGGET BILOXI
HOTEL & CASINO

## EXHIBIT K

161



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

Date	6/4/2021	i
Customer	16th Circuit Into	ervention Court
Contact	Susan Lippincott, Inte	vention Court Administration
Email	slippincott@claycounty	.ms.gov
Phone	662-295-8241	<del></del>
Location:	200 West Broad Street.	West Point, Ms. 39773

Purchase 48 Month 60 Month
Equipment Price Rental Rental

Konica Minchalbi C 250 | \$5,995.00 \$149.00 \$129.00

25 pages per minute Color Print/Copy

Dual Scan Document Feeder (200 originals per minute) DK-510 Copy Desk/Storage

FK-514 Fax Kit Super G3

Line Monitor/Surge Protector

System Memory 8 GB

**Network Printing** 

Scan-to-Email, Scan-to-FTP, Scan-to-SMB, Scan-to-HDD

Scan and print to usb

2-500 sheet paper tray (standard)

1 ea 100 sheet bypass tray

#### 20KA 1/2700 State of Mississ Dail 920005) 919

Service/Maintenance Contract

Full Service includes all parts, labor, and supplies except paper and staples. \$0.0099 per black and white impression and \$0.0650 per color impression.

JT Ray Co. Rep William Sullivan Email: william sullivan@jtrayco.com

### 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
_16 <sup>th</sup>	Circuit I	ntervention	Court, Clay C	ounty		(	hereinafter ref	етеd	to as Cus	tomer),	and		
<u></u>	Ray_Con	npany (he	reinafter referr	ed to as Vo	endor)	, Tl	nis Agreement						
becon	nes effecti	ive upon signa	ture by Custon	ner and Ve	endor,	and	shall take prece	edend	e over all	agreem	ents a	ınd und	derstandings
betwe	en the par	rties. Vendor,	byits acceptan	ce hereof,	agrees	s to	rent to Custome	er, an	d Custome	er, by its	s acce	ptance	hereof, agree
–÷o ren	t from Ve	endor, the equ	ipment, includ	ing applica	ıble so	ftwa	are and service	s to n	ender it co	ontinual	lly op	eratio	nal, listed in
Exhib	it A, whic	ch is attached l	hereto and inco	proprated h	erein.						•		
				-									

#### 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. <u>EQUIPMENT SELECTION, PRICES, AND AGREEMENT</u>: The Customer has selected and Vendor agrees toprovide th 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.
- 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.
  - 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. <u>DELIVERY</u>: 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. <u>INSTALLATION SITE</u>: 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. <u>INSTALLATION DATE</u>: 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. <u>ACCEPTANCE</u>: 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 rent 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, after 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. <u>RENTAL TERM</u>: 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 mus 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.
- 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. <u>PAYMENTS</u>:

C.

- A. <u>INVOICING AND PAYMENTS</u>: 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. <u>E-PAYMENT:</u> The Vendor agrees to accept all payments in United States currency via the State Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in according with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of 1 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.
- <u>COPY CREDITS</u>: 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. <u>USE OF EQUIPMENT</u>: 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. <u>EXCLUSIONS</u>: 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. <u>REMEDIES</u>: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipmentin good workingorder, Vendorwill, 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. <u>ALTERATIONS, ATTACHMENTS, AND SUPPLIES:</u>

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 supplyitembe discontinued. If, within five (5) days of such proposalor 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 problemand 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. <u>ASSIGNMENT</u>: 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.
- 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.
- 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 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:

#### For the Customer:

Name William Sullivan

Title ACCOUNT EXECUTIVE

Address 2022 US 45 SUITE C

City, State, & Zip Code COLUMBUS,MS 39705

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. <u>CAPTIONS</u>: 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 or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any to this Agreement.
- 20. <u>AUTHORITYTO CONTRACT</u>: 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 refunct to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.
- 22. <u>EXTRAORDINARY CIRCUMSTANCES</u>: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or anyother acts beyond its control and without its fault or negligence to compl

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 orif fundsarenototherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminatethis Agreementwithout damage, penalty, costor expenses totheCustomer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 25. <u>MODIFICATION OR RENEGOTIATION</u>: 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.
- 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-VERIFYCOMPLIANCE: 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 thatis 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 requestoftheStateand 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 storingor re-sellingthe equipment. The Customer mayrequest 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.
- 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 t

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 freedomof information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <a href="http://www.transparency.mississippi.gov">http://www.transparency.mississippi.gov</a>.

31. <u>COMPLIANCE WITH LAWS</u>: 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, stat 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.

undersigned representatives. day of <u>June</u>, 2021. Witness my signature this the Vendor: \_\_\_IT Ray Company\_ Authorized Signature Printed Name: William Sullivan Title: **Account Executive** WITNESS: Witness my signature this the Customer: Clay County Chancery Clerk's Office Authorized gnature Printed Name: Amy Berry Title: \_\_Clay County Chancery Clerk

WITNESS:

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

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: <u>IT RAY COMPANY</u>

Customer Agency Name: 16th Circuit Intervention Court

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

Ship to Address: 200 West Broad Street, West Point, MS 39773

Description of Equipment, Software, or Services

Price \$149.00

48 MONTH FMV LEASE FOR KONICA MINOLTA BIZHUB C250i, DF-714, DK-516, FK-514, SURGE PROTECTOR

Delivery Schedule and Installation Date:

Rental Term: 48 MONTHS Start Date: 6/24/2021 End Date: 2/23/2025

Modifications: FULL SERVICE CONTRACT - \$0.0099 PER BLACK AND WHITE IMPRESSION AND \$0.0650 PER COLOR IMPRESSION. INCLUDES ALL PARTS, LABOR, AND SUPPLIES

(TONER, DRUM, ETC.) DOES NOT INCLUDE PAPER AND STAPLES.

Vendor Signature

Customer Signature

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

The following,	when signed bythe	Customer and the	Vendor shall be c	onsideredto be	a part of the Rental A	Agreement between
the parties.						

State Contract Number: <u>8200050619</u>
-Vendor Company Name: <u>JT RAY COMPANY</u>

Customer Agency Name: 16th Circuit Intervention Court

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

Ship to Address: 200 West Broad Street, West Point, MS 39773

Description of Equipment, Software, or Services

Price \$149.00

<u>48 MONTH FMV LEASE FOR KONICA MINOLTA BIZHUB</u> C250i, DF-714, DK-516, FK-514, SURGE PROTECTOR

Delivery Schedule and Installation Date:

Rental Term: 48 MONTHS Start Date: 7/01/2021 End Date: 6/30/2025

Modifications: FULL SERVICE CONTRACT - \$0.0099 PER BLACK AND WHITE IMPRESSION AND \$0.0650 PER COLOR IMPRESSION. INCLUDES ALL PARTS, LABOR, AND SUPPLIES

(TONER, DRUM, ETC.) DOES NOT INCLUDE PAPER AND STAPLES.

Vendor Signature	Customer Signature

# EXHIBIT L



### 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 May, 2021, to wit:
2.043 Breakfast
2,027 Lunch
2,028 Dinner
Witness this my signature on the $3 day$ of $3 unc$ , 2021.
East Sent

**Eddie Scott** 

**Sheriff Clay County** 

## EXHIBIT M

### Calculation of Estimated Contributions/Wages For Constables June 2021

#### Calculation:

	Lewis Stafford	Sherman Ivy
Gross Fee Income *	\$945.00	\$1,490.00 (Input)
Minimum Withholding Rate	11%	11%
Estimated Contributions	\$103.95	\$163.90
Estimated Contributions	\$103.95	\$163.90
Divided by PERS EE/ER	21.93%	21.93%
Estimated Wages To Be Reported To PERS	\$474.01	\$747.38
Estimated Wages	\$474.01	\$747.38
Multiplied by PERS EE Rate	9.00%	9.00%
Estimated PERS EE Contributions	\$42.66	\$67.26
Estimated Wages	\$474.01	\$747.38
Mulitiplied by PERS ER Rate	17.40%	17.40%
Estimated PERS ER Contributions	\$82.48	\$130.04

#### \*\*Summary of Wages and Contributions to be reported to PERS For Constables: \*\*

Estimated Wages	\$474.01	\$747.38	
Estimated PERS EE Contributions	\$42.66	\$67.26	109.92
Estimated PERS ER Contributions	\$82.48	\$130.05	212.53
Total Estimated Contributions	\$125.14	\$197.31	

#### \*\*Funds to be Paid to Constables\*\*

Gross Fee Income	\$945.00	\$1,490.00
Less: Total Estimated PERS EE/ER Contribu_	\$125.14	\$197.31
Net Gross	\$819.86	\$1,292.69

Need an order to transfer to Payroll Clearing fund \$ 322.45 to remit with Retirment Contributions

<sup>\*</sup> Gross Fee Income is turned in to comptroller by the Justice Court Deputy.

# **EXHIBIT N**

### MAS DEBT SETOFF PROGRAM Participation Agreement

Pursuant to Mississippi Code §27-7-801 et seq. (the "Act") a county in Mississippi is authorized to participate in Mississippi's income tax refund setoff program, provided any eligible debt due is submitted to the Mississippi Department of Revenue (hereinafter, "MS DOR") through the Mississippi Association of Supervisors (hereinafter, "MAS"), its nonprofit member organization. MAS will administer the MAS Debt Setoff Program (hereinafter, the "Program") on behalf of Mississippi counties. Under the Program, MAS will submit debts to MS DOR on behalf of participating counties, pursuant to the requirements of the law and procedures set out by MS DOR.

County Board of Supervisors (hereinafter, the "County") is eligible to participate under the Act and has adopted a resolution to participate in the Program, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

Based upon the foregoing, MAS and County do hereby enter into this agreement (the "Agreement") for processing income tax refund setoff requests for eligible debts due County under the following terms and conditions:

- 1. County hereby designates, appoints and authorizes MAS to process eligible delinquent debts to MS DOR pursuant to procedures established by MAS and agrees to comply with all applicable provisions of the Act and any procedures established by MAS for the submission of all eligible debts and the administration of the Program at the local level.
- 2. Both parties understand and agree that for purposes of the Program, an eligible debt is defined as any liquidated sum due and owing County which has accrued through contract, subrogation, tort, justice or municipal court conviction or any other debt regardless of whether there is an outstanding judgement for the sum, provided the amount due is at least \$50, individually or in the aggregate, and is at least sixty (60) days delinquent on the date submitted to MAS.
- 3. County understands and agrees that MAS will only accept certain types of debts as specified by MAS and agrees not to submit for setoff any debt that is for less than \$50 (in the aggregate) and that is not at least sixty (60) days delinquent as of the date submitted to MAS. In submitting a debt to MAS, County shall certify that such debt meets the eligibility criteria set forth in this Agreement. County further understands and agrees that MAS will not research or review the validity of any debt submitted by County prior to submitting the debt to MS DOR and that County is responsible for ensuring that it only submits debts for state income tax refund setoff which meet the statutory and program-related requirements set out herein.
- 4. County agrees to designate a Debt Setoff Program Coordinator who shall be responsible for submission of all debts and for the administration of the Program at the local level under the requirements of the Act and the procedures established by MAS. The Debt Setoff Program Coordinator shall be the designated representative of County authorized to receive notices and communication from MAS and to ensure that the requirements of this Agreement, the requirements of the Act, and the requirements of the Program are met. The Debt Setoff Program Coordinator shall supply MAS with any and all information that in the opinion of MAS is necessary for the proper implementation of this Agreement.

MAS Debt Setoff Participation Agreement

- 5. MAS agrees to provide County with certain information and tools necessary for proper debt submission including, at a minimum: (1) written procedures detailing the debt submission process; (2) a list of the type of debtor-related information that is required, such as name, Social Security number, and basis of the debt; and (3) template or file format data necessary for proper submission of eligible debts by County. MAS further agrees to update procedures and tools as necessary and, when changes are made, provide reasonable notice to County to implement required changes. MAS agrees to provide County with technical assistance in submitting debt information in the proper format.
- 6. County agrees that it may only utilize the information and tools provided by MAS pursuant to paragraph 5 of this Agreement for Program submissions and other Program requirements. County agrees to utilize the format specified by MAS to prepare all debt files and adjustments or updates to debt files that County certifies are owed to County and that County desires to have MAS submit to MS DOR for setoff.
- 7. County may not submit a debt for collection until after the expiration of the thirty (30) days after giving the notice required by Mississippi Code § 27-7-811 and the claim has been finally determined as provided in Mississippi Code §§ 27-7-811. County shall send written notice to a debtor that County intends to submit the debt owed by the debtor for collection by setoff. The notice shall explain the basis for County's claim to the debt, that County intends to apply the debtor's refund against the debt, and that a total collection assistance fee of twenty-five percent (25%) shall be added to the debt if it is submitted for setoff. The notice shall also inform the debtor that the debtor has the right to contest the matter by filing a request for a hearing with County, and shall state the time limits and procedures for requesting a hearing and shall state that the failure to request a hearing within the required time will result in setoff of the debt. A debtor who decides to contest a proposed setoff shall file written request for a hearing with County within thirty (30) days after the date the notice of the proposed action is mailed to the debtor. A request for a hearing is considered to be filed when it is delivered for mailing with postage prepaid and properly addressed as required in the notice provided by County. The governing body of County or a person designated by the governing body shall hold the hearing. In a hearing under Mississippi Code § 27-7-811, any civil or criminal issue that has been litigated in a court proceeding cannot be reconsidered. Appeals from the hearing shall be made to the circuit court of County in which the debtor resides and shall be reviewed on the administrative record made at the hearing before County. The standard review of such decisions shall be that established by Mississippi law pertaining to the review of all other administrative decisions made by political subdivisions.
- 8. MAS agrees to make an initial setoff submission to MS DOR by January 15, 2020. Both parties understand and agree that County shall submit all required information regarding any eligible debts to MAS no later than December 15, 2019 for inclusion in MAS's initial setoff submission to MS DOR.
- 9. For submissions received after December 15, 2019, MAS agrees to make subsequent debt submissions to MS DOR on a monthly basis and further agrees that the monthly submissions shall include all submissions received from any participants in the Program which have been received by the deadline set by MAS for inclusion in that monthly submission. County understands and agrees that MAS will only make debt submissions to MS DOR on a monthly basis, and in order to have debts included in the monthly submission to MS DOR, County shall submit all

MAS Debt Setoff Participation Agreement

required information regarding any eligible debts to MAS no later than the prescribed deadline and that thereafter, the monthly submissions shall only include debt submissions received from County prior to the debt submission deadline set by MAS.

- 10. County understands and agrees that it shall promptly update changes to its debt submissions within ten (10) days of receiving payment from a debtor on a previously submitted debt. MAS will send the updated debt submissions to MS DOR as provided paragraphs 7 and 8.
- 11. At the time of the transfer of funds to MAS, MS DOR shall notify the taxpayer or taxpayers whose refund is sought to be setoff that the transfer has been made. The notice shall clearly set forth the name of the debtor, the manner in which the debt arose, the amount of the claimed debt, the transfer of funds pursuant to subsection (2) of the Act, and the amount of the refund in excess of the claimed debt. County agrees that, in the event a debtor or joint filer is entitled to a return of all or any portion of monies held from his or her state income tax refund on behalf of County, County shall be responsible for returning said monies to the debtor or joint filer, and that, where applicable, this shall include all administrative fees as provided in paragraph 13.
- 12. Both parties understand that MS DOR shall transfer to MAS any funds collected as setoff of a state income tax refund pursuant to debt submissions received from MAS on behalf of participants in the Program. Both parties further understand and agree that MS DOR shall regularly distribute reports to MAS detailing which refunds were setoff as a result of debt submissions received from MAS. Both parties agree that MAS shall distribute setoff funds received from MS DOR on a monthly basis beginning February 2020. Both parties understand and agree that distribution will be made to participants in the program in the same order that funds are received from MS DOR based upon the reports received from MS DOR.
- 13. County understands and agrees that, pursuant to Mississippi Code § 27-7-811, MAS and MS DOR shall retain a collection assistance fee totaling twenty-five percent (25%) from each refund that is setoff on behalf of County. Both parties understand and agree that this fee shall not reduce the amount of the debt due to be paid to County but shall instead be an additional fee and first charge on any refund monies setoff from the debtor. Both parties also understand and agree that this fee shall be retained by MAS and MS DOR regardless of whether any monies setoff from a debtor's income tax refund are returned to the debtor or a joint filer by County pursuant to paragraph 14.
- 14. County understands and warrants that by submission of any delinquent debt submitted to MAS for setoff, County has complied with all the provisions of the Act, the procedures adopted by MAS, and the terms of this Agreement. By signing this Agreement, County agrees to hold MAS free and harmless against any and all damages, claims, actions, injuries, liability or proceedings arising from the failure of County to so perform, to the extent allowed by law, and MAS shall not be responsible for or assume any liability for any mistakes made by MS DOR. County shall be responsible for the repayment of any sums received by it and/or retained by MAS pursuant to paragraph 13, including interest, penalties and court costs, to a debtor or joint filer in the event a court of competent jurisdiction rules that said repayment is due to a debtor or joint filer.
- 15. Both parties understand and agree that all information exchanged with each other and/or MS DOR pursuant to this Agreement and any procedures established for the

implementation, operation or administration of the Program, including but not limited to printed, written, oral or computer-formatted information, shall be held in the strictest confidence, and shall be used solely for the business purposes that are the subject of this Agreement. Both parties shall maintain confidentiality of such information, not only during the course of the performance of this Agreement, but also following its termination.

- 16. Both parties agree that this Agreement shall remain and continue in full force and effect until or unless modified or terminated in writing by either party upon ninety (90) days written notice to the other party. Upon termination of this Agreement all sums due and owing from either party to the other shall remain a lawful obligation of the party and be due and payable. Following termination of this Agreement, MAS shall erase all data files related to County from its debt setoff system.
- 17. This Agreement represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties.

Executed on this the $24$ day of $30$	ine, 2021.
Board of Supervisors County	Mississippi Association of Supervisors
By: Alettan Rus	By:
Title: President	Title:
" AND AND THE STATE OF THE STAT	

#### Exhibit A

#### County Resolution

 $MAS\ Debt\ Setoff\ Participation\ Agreement$ 

Exhibit A

### MAS DEBT SETOFF PROGRAM Clay County Resolution

WHEREAS, Mississippi Code Ann. § 27-7-801 et seq. (the "Act") authorizes a county to participate in the MAS Debt Setoff Program (hereinafter the "Program"), established and operated pursuant to the Act to collect through setoff of a debtor's Mississippi state income tax refund, any liquidated sum of at least \$50.00, individually or in the aggregate, due and owing to the county through contract, subrogation, tort, or operation of law regardless of whether there is an outstanding judgment for that sum; and

WHEREAS, pursuant to the Act, the Mississippi Association of Supervisors ("MAS") may submit eligible debts to the Mississippi Department of Revenue (the "MS DOR") on behalf of an eligible county if said county provides MAS with required information related to the debtor and the debts due; and

WHEREAS, MAS has developed the Program in compliance with the requirements of the Act, whereby MAS will submit debts to MS DOR on behalf of counties that have executed a participation agreement with MAS, which agreement sets out the procedures for debt submission and receipt of funds collected as a result of state income tax refund set off by MS DOR; and

WHEREAS, \_\_\_\_\_ County (the "County") is a county eligible to participate in the Program administered by MAS pursuant to the Act; and

WHEREAS, the inability to collect outstanding debts due to the County increases its financial burdens and administrative costs; and

WHEREAS, the County believes that participation in the Program will be an effective method to collect delinquent debts due to the County from the nonpayment of certain types of debts as specified by MAS and eligible for setoff under the Act ("Eligible Debts"); and

WHEREAS, the County is willing to comply with all requirements for participation in the Program, including the execution of a participation agreement with MAS, the adoption of procedures to allow any debtor to contest a setoff through the statutory procedures set out in the Act, and designation of a Debt Setoff Program Coordinator ("Coordinator").

WHEREFORE BE IT RESOLVED BY THE County Board of Supervisors, that the County does hereby adopt the Program for the collection of eligible debts owed to the County and will utilize the Program for the collection of Eligible Debts.

BE IT FURTHER RESOLVED that the County will comply with the requirements of the Act related to participation in the Program, will execute a participation agreement with MAS to allow for debt submissions to MS DOR of delinquent debts due to the County for setoff against state income tax refunds by MS DOR, will develop procedures to allow any debtor to contest a setoff through the statutory procedures set out in the Act.

MAS Debt Setoff Sample County Resolution

Page 1

under the Act.		•	, 1		
4		Out ne and on its beha	_County Board o alf by its Board P	f Supervisors has cau	sed this day
of June	- 2021 [ ]				
Board President,	Closel.	County			
Doma I Tosidoni, _		10000			

all action necessary and appropriate to accomplish County's responsibilities in the Program and

### MAS DEBT SETOFF PROGRAM Participation Agreement

Pursuant to Mississippi Code §27-7-801 et seq. (the "Act") a county in Mississippi is authorized to participate in Mississippi's income tax refund setoff program, provided any eligible debt due is submitted to the Mississippi Department of Revenue (hereinafter, "MS DOR") through the Mississippi Association of Supervisors (hereinafter, "MAS"), its nonprofit member organization. MAS will administer the MAS Debt Setoff Program (hereinafter, the "Program") on behalf of Mississippi counties. Under the Program, MAS will submit debts to MS DOR on behalf of participating counties, pursuant to the requirements of the law and procedures set out by MS DOR. Clay County Board of Supervisors (hereinafter, the "County") is eligible to participate under the Act and has adopted a resolution to participate in the Program, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

Based upon the foregoing, MAS and County do hereby enter into this agreement (the "Agreement") for processing income tax refund setoff requests for eligible debts due County under the following terms and conditions:

- 1. County hereby designates, appoints and authorizes MAS to process eligible delinquent debts to MS DOR pursuant to procedures established by MAS and agrees to comply with all applicable provisions of the Act and any procedures established by MAS for the submission of all eligible debts and the administration of the Program at the local level.
- 2. Both parties understand and agree that for purposes of the Program, an eligible debt is defined as any liquidated sum due and owing County which has accrued through contract, subrogation, tort, justice or municipal court conviction or any other debt regardless of whether there is an outstanding judgement for the sum, provided the amount due is at least \$50, individually or in the aggregate, and is at least sixty (60) days delinquent on the date submitted to MAS.
- 3. County understands and agrees that MAS will only accept certain types of debts as specified by MAS and agrees not to submit for setoff any debt that is for less than \$50 (in the aggregate) and that is not at least sixty (60) days delinquent as of the date submitted to MAS. In submitting a debt to MAS, County shall certify that such debt meets the eligibility criteria set forth in this Agreement. County further understands and agrees that MAS will not research or review the validity of any debt submitted by County prior to submitting the debt to MS DOR and that County is responsible for ensuring that it only submits debts for state income tax refund setoff which meet the statutory and program-related requirements set out herein.
- 4. County agrees to designate a Debt Setoff Program Coordinator who shall be responsible for submission of all debts and for the administration of the Program at the local level under the requirements of the Act and the procedures established by MAS. The Debt Setoff Program Coordinator shall be the designated representative of County authorized to receive notices and communication from MAS and to ensure that the requirements of this Agreement, the requirements of the Act, and the requirements of the Program are met. The Debt Setoff Program Coordinator shall supply MAS with any and all information that in the opinion of MAS is necessary for the proper implementation of this Agreement.

MAS Debt Setoff Participation Agreement

- 5. MAS agrees to provide County with certain information and tools necessary for proper debt submission including, at a minimum: (1) written procedures detailing the debt submission process; (2) a list of the type of debtor-related information that is required, such as name, Social Security number, and basis of the debt; and (3) template or file format data necessary for proper submission of eligible debts by County. MAS further agrees to update procedures and tools as necessary and, when changes are made, provide reasonable notice to County to implement required changes. MAS agrees to provide County with technical assistance in submitting debt information in the proper format.
- 6. County agrees that it may only utilize the information and tools provided by MAS pursuant to paragraph 5 of this Agreement for Program submissions and other Program requirements. County agrees to utilize the format specified by MAS to prepare all debt files and adjustments or updates to debt files that County certifies are owed to County and that County desires to have MAS submit to MS DOR for setoff.
- 7. County may not submit a debt for collection until after the expiration of the thirty (30) days after giving the notice required by Mississippi Code § 27-7-811 and the claim has been finally determined as provided in Mississippi Code §§ 27-7-811. County shall send written notice to a debtor that County intends to submit the debt owed by the debtor for collection by setoff. The notice shall explain the basis for County's claim to the debt, that County intends to apply the debtor's refund against the debt, and that a total collection assistance fee of twenty-five percent (25%) shall be added to the debt if it is submitted for setoff. The notice shall also inform the debtor that the debtor has the right to contest the matter by filing a request for a hearing with County, and shall state the time limits and procedures for requesting a hearing and shall state that the failure to request a hearing within the required time will result in setoff of the debt. A debtor who decides to contest a proposed setoff shall file written request for a hearing with County within thirty (30) days after the date the notice of the proposed action is mailed to the debtor. A request for a hearing is considered to be filed when it is delivered for mailing with postage prepaid and properly addressed as required in the notice provided by County. The governing body of County or a person designated by the governing body shall hold the hearing. In a hearing under Mississippi Code § 27-7-811, any civil or criminal issue that has been litigated in a court proceeding cannot be reconsidered. Appeals from the hearing shall be made to the circuit court of County in which the debtor resides and shall be reviewed on the administrative record made at the hearing before County. The standard review of such decisions shall be that established by Mississippi law pertaining to the review of all other administrative decisions made by political subdivisions.
- 8. MAS agrees to make an initial setoff submission to MS DOR by January 15, 2022. Both parties understand and agree that County shall submit all required information regarding any eligible debts to MAS no later than November 1, 2021 for inclusion in MAS's initial setoff submission to MS DOR.
- 9. For submissions received after November 1, 2021, MAS agrees to make subsequent debt submissions to MS DOR on a monthly basis and further agrees that the monthly submissions shall include all submissions received from any participants in the Program which have been received by the deadline set by MAS for inclusion in that monthly submission. County understands and agrees that MAS will only make debt submissions to MS DOR on a monthly basis, and in order to have debts included in the monthly submission to MS DOR, County shall submit all

MAS Debt Setoff Participation Agreement

Page 2

required information regarding any eligible debts to MAS no later than the prescribed deadline and that thereafter, the monthly submissions shall only include debt submissions received from County prior to the debt submission deadline set by MAS.

- 10. County understands and agrees that it shall promptly update changes to its debt submissions within ten (10) days of receiving payment from a debtor on a previously submitted debt. MAS will send the updated debt submissions to MS DOR as provided paragraphs 7 and 8.
- 11. At the time of the transfer of funds to MAS, MS DOR shall notify the taxpayer or taxpayers whose refund is sought to be setoff that the transfer has been made. The notice shall clearly set forth the name of the debtor, the manner in which the debt arose, the amount of the claimed debt, the transfer of funds pursuant to subsection (2) of the Act, and the amount of the refund in excess of the claimed debt. County agrees that, in the event a debtor or joint filer is entitled to a return of all or any portion of monies held from his or her state income tax refund on behalf of County, County shall be responsible for returning said monies to the debtor or joint filer, and that, where applicable, this shall include all administrative fees as provided in paragraph 13.
- 12. Both parties understand that MS DOR shall transfer to MAS any funds collected as setoff of a state income tax refund pursuant to debt submissions received from MAS on behalf of participants in the Program. Both parties further understand and agree that MS DOR shall regularly distribute reports to MAS detailing which refunds were setoff as a result of debt submissions received from MAS. Both parties agree that MAS shall distribute setoff funds received from MS DOR on a monthly basis beginning February 2022. Both parties understand and agree that distribution will be made to participants in the program in the same order that funds are received from MS DOR based upon the reports received from MS DOR.
- 13. County understands and agrees that, pursuant to Mississippi Code § 27-7-811, MAS and MS DOR shall retain a collection assistance fee totaling twenty-five percent (25%) from each refund that is setoff on behalf of County. Both parties understand and agree that this fee shall not reduce the amount of the debt due to be paid to County but shall instead be an additional fee and first charge on any refund monies setoff from the debtor. Both parties also understand and agree that this fee shall be retained by MAS and MS DOR regardless of whether any monies setoff from a debtor's income tax refund are returned to the debtor or a joint filer by County pursuant to paragraph 14.
- 14. County understands and warrants that by submission of any delinquent debt submitted to MAS for setoff, County has complied with all the provisions of the Act, the procedures adopted by MAS, and the terms of this Agreement. By signing this Agreement, County agrees to hold MAS free and harmless against any and all damages, claims, actions, injuries, liability or proceedings arising from the failure of County to so perform, to the extent allowed by law, and MAS shall not be responsible for or assume any liability for any mistakes made by MS DOR. County shall be responsible for the repayment of any sums received by it and/or retained by MAS pursuant to paragraph 13, including interest, penalties and court costs, to a debtor or joint filer in the event a court of competent jurisdiction rules that said repayment is due to a debtor or joint filer.
- 15. Both parties understand and agree that all information exchanged with each other and/or MS DOR pursuant to this Agreement and any procedures established for the

MAS Debt Setoff Participation Agreement

Page 3

implementation, operation or administration of the Program, including but not limited to printed, written, oral or computer-formatted information, shall be held in the strictest confidence, and shall be used solely for the business purposes that are the subject of this Agreement. Both parties shall maintain confidentiality of such information, not only during the course of the performance of this Agreement, but also following its termination.

- 16. Both parties agree that this Agreement shall remain and continue in full force and effect until or unless modified or terminated in writing by either party upon ninety (90) days written notice to the other party. Upon termination of this Agreement all sums due and owing from either party to the other shall remain a lawful obligation of the party and be due and payable. Following termination of this Agreement, MAS shall erase all data files related to County from its debt setoff system.
- 17. This Agreement represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties.

Executed on this the day of	,
Clay County Board of Supervisors	Mississippi Association of Supervisors
By:	Ву:
Title:	Title:

#### Exhibit A

#### County Resolution

MAS Debt Setoff Participation Agreement

Exhibit A

# **EXHIBIT O**

# ASSOCIATION OF SUPERVISORS MISSISSIPPI

### MISSISSIPPI ASSOCIATION OF SUPERVISORS

793 N. President Street, Jackson, Mississippi 39202 Office 601.353.2741 ~ Fax 601.353.2749 www.mssupervisors.org

**Program Coordinator Registration Form** County Name: Clay County Date: 6-24-2021 Date of Resolution: 6-24-201 Date of Participation Agreement: 6-24-2021 \* Attach copies of the Resolution and Participation Agreement to this form. Program Coordinator: The Program Coordinator will be the primary point-of-contact at the County for all Programrelated correspondence. The Program Coordinator will, among other duties, submit debts to MAS and receive payments for intercepted debts. Program Coordinator Name: Charlotte Jones Program Coordinator Title: <u>Justice Court Debt Setaff Collection</u>

Coordinator

Program Coordinator Email: <u>Cjones @ claycounty.ms.gov</u> Program Coordinator Phone: 662-494-6140 Program Coordinator Mailing Address: Po Box 815 City: West Point , Ms zip: 39773 Implementation Meeting: The Program Coordinator is required to attend an Implementation and Training Meeting at the MAS Office. Other county personnel may attend as well. Please list dates available for Implementation and Training. MAS will coordinate final meeting date and time. Option 1: 6-30-2021 

Return to:

MAS

793 N. President Street

Option 3: 7-12-2021

Jackson, MS 39202

Email: sspangler@massup.org

Fax: 601.353.2749

## **EXHIBIT P**



#### STATE OF MISSISSIPPI

TATE REEVES GOVERNOR

#### MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

CHRIS WELLS, EXECUTIVE DIRECTOR

June 17, 2021

Clay County Board of Supervisors Attn: Shelton Deanes, President P. O. Box 815 West Point, MS 39773

Dear Mr. Deanes:

Our Department has completed a favorable review of the solid waste assistance grant application for non-competitive funds submitted on behalf of the Clay County Board of Supervisors. Based on this review, the County's grant request in the amount of \$11,384.00 has been preliminarily approved, subject to the full execution of a formal grant agreement. The terms of the grant agreement will include conditions for the "Solid Waste Enforcement Officer Program" proposed by the County.

The formal grant agreement is attached for the County's review and signature. Please have your Board President sign the agreement and return it within 15 days of signature to Ms. Erika Andrews in our Contracts Department. Please contact my office at (601) 961-5174 if you have any questions concerning your grant award.

Sincerely,

Tonisha Rogers

Tonisha Rogers, Coordinator
Grants/Management Support Branch

Enclosures

OFFICE OF POLLUTION CONTROL
Post Office Box 2261Jackson, Mississippi 39225-2261-Tel: (601) 961-5171-Fax; (601) 354-6612-www.mdeq.ms.gov
AN EQUAL OPPORTUNITY EMPLOYER

WISSISSIPPI DEPARTMENT OF		ASSISTANCI	E ID NO.		
ENVIRONMENTAL QUALITY		SW1317			
ASSISTANCE AGREEMENT		DATE OF ST	AFF APP	ROVAL	
		06/17/2021		_	· • • • • • • • • • • • • • • • • • • •
AGREEMENT TYPE		RECIPIENT	YPE		
Cooperative Agreement		COUNTY			
Grant Agreement	Х	TAX ID NO.			
Assistance Amendment			- "		
RECIPIENT	PROJEC	T MANAGER			
CLAY COUNTY BOARD OF SUPERVISORS	SHELTO	N DEANES			
P. O. BOX 815	PRESIDE	:NT			
WEST POINT, MS 39773					
ISSUING OFFICE	PROJEC'	T MANAGER			
MS DEPT. OF ENVIRONMENTAL QUALITY					
OFFICE OF POLLUTION CONTROL	TONISHA	ROGERS			
P.O. BOX 2261	F	ATOR, GRANT M	ANAGEMI	ENT PROC	SRAM
JACKSON, MS 39225-2261		,			
ASSISTANCE PROGRAM	STATUTO	RY AUTHORITY	_		
LOCAL GOVERNMENT SOLID WASTE	SECTION	17-17-65, MS CO	DE ANN		
ASSISTANCE PROGRAM	SECTION	17-17-00, IVIS CO	DE AINIY.		
ASSISTANCE PROGRAM					
PROJECT TITLE AND DESCRIPTION			· · ·		
SOLID WASTE ENFORCEMENT OFFICER PR	OGRAM				
PROJECT LOCATION		PRO	DJECT PI	ERIOD	
1 100201 200711011	The projec	t period shall begi			he grant
CITY		t by the Executive			
COUNTY CLAY		an DECEMBER 3			
STATE MS	3 10 10 10		-	ČT COST	
			\$11,384.0		
FUNDS	F	ormer Award	<del></del> .	Action	Amended Total
MDEQ Amount This Action (4049)			\$ 1	1,384.00	
Recipient Contribution				7,926.10	
Other Contribution				·	
Total Project Cost			\$ 3	9,310.10	_
APPROVED BUDGET				<del></del>	
Personnel					
Indirect					
Travel					
Equipment & Related Installation Costs		_			
Supplies					
Contractual					
Construction					
Other			_		
Total Charges			<u> </u>	1,384.00	
METHOD OF PAYMENT					
Advance					
Reimbursement	Х				

## SPECIAL TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENT (Local Governments Solid Waste Assistance Grants Program)

#### 1. Method of Payment

Reimbursement shall be the method of payment. The Recipient shall submit the completed Attachment A - Request for Payment form and additional documentation for verification of the service or work performed or the purchases made, prior to payment being issued by the Mississippi Department of Environmental Quality (MDEQ). The Request for Payment forms and supporting documentation generally will be submitted to MDEQ on a quarterly basis or as funds are otherwise expended and shall include a report of activities to date, (i.e., unauthorized dump sites cleaned, wastes disposed, HHW collected, hours worked, etc.). The Recipient shall submit a Request for Payment for eligible program activities performed through June 30 of each year (the end of the state fiscal year) no later than July 31 of that year. All requests for payment related to this grant agreement shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant agreement after which time, the grant agreement will be considered closed and funds will no longer be available to the Recipient. Funds utilized and/or disbursed under this grant award shall be consistent with the Recipient's approved grant application, incorporated herein by reference. This clause shall supercede Clause 5, Method of Payment of the Standard Terms and Conditions.

#### 2. Grant Administration Costs

Under the terms of state law, the Recipient is eligible to use up to three percent (3%) of funds provided through this grant to defray the costs of administration of the grant. No Request for Payment will be processed for grant administration costs that total more than 3% of the grant award.

#### 3. Clean-Up Projects - Responsible Party Obligations

For grant projects involving the clean-up or abatement of an unauthorized dump(s), the Recipient shall make a reasonable effort to determine the person(s) responsible for creating or causing the unauthorized dumping. If the responsible persons are determined, the Recipient shall make a reasonable effort to require that person to clean up the property before expending any funds from this grant award to clean up the property. If the Recipient is unable to locate the person responsible for creating the dump or if the Recipient determines that person is financially or otherwise incapable of cleaning up the property, the Recipient may use the funds from the grant award to clean-up the property. Upon completion of the clean-up and the determination of the costs of the clean-up, the Recipient shall make a reasonable effort to recover any funds expended from the responsible person.

#### 4. Solid Waste Enforcement Officer Projects

For projects that involve the employment of a local solid waste enforcement officer, the Recipient agrees to provide MDEQ with the following information, upon the selection or designation of the enforcement officer:

- a) Name, address, telephone number, fax number, and, e-mail address for the enforcement officer(s);
- b) Detailed description of the duties and responsibilities for the enforcement officer(s).

Should the enforcement officer(s) be replaced or should the officer's information change, the Recipient shall provide an update to the information described above upon selection of the replacement or upon change in the information.

The Recipient further agrees that the enforcement officer shall be required to investigate local solid waste complaint related matters, which may be directed to the enforcement officer by MDEQ or through direct public complaints. The Recipient also agrees that the Recipient and the officer employed will adhere to the Local Solid Waste Enforcement Officers Duties and Procedures guidance document prescribed by MDEQ.

#### 5. Household Hazardous Waste Collection Project (HHW)

For projects that involve conducting a household hazardous waste (HHW) collection event, the Recipient shall conduct the HHW project in accordance with Sections 17-17-439 through 17-17-445 and the Mississippi "Right-Way to Throw Away Program."

The Recipient shall provide to MDEQ a comprehensive summary report following the HHW collection day event which would include, at a minimum, the following:

- a) Description of the public notification efforts for the event;
- b) Amounts of waste collected, by type;
- c) Cost summary;
- d) Number of residents participating in the HHW collection day event.
- e) A summary of any special issues or needs identified in the event.

The Recipient shall ensure that all hazardous materials collected are managed and disposed by qualified contractor(s) who are properly licensed and approved by all applicable regulatory agencies to manage the hazardous materials.

#### 6. <u>Disposal of Wastes</u>

The final disposal of solid wastes from the clean-up of unauthorized dumps or from other collection activities funded by this grant shall be conducted in accordance with existing solid waste disposal laws and regulations. The <u>preferred</u> method of disposal shall be the removal of the wastes to a legitimate recycling facility where feasible, to a permitted solid waste landfill, or to a permitted rubbish landfill, where appropriate. Other types of authorized disposal facilities may be considered on a case by case basis. In limited circumstances and where conditions warrant, the Recipient, upon concurrence from MDEQ, may abate an unauthorized dump by on-site burial of such wastes as allowed by state law. Such on-site burial of wastes shall be considered by MDEQ on a case-by-case and shall be limited to nonhazardous wastes.

#### STANDARD TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENTS

#### 1. Workplan

The workplan (grant application) constitutes the Recipient's and MDEQ's commitment to accomplish the program goals and objectives. MDEQ's review and evaluation of performance under this agreement and MDEQ's response to the findings of oversight will be carried out in accordance with the stated policies.

#### 2. Expenditure Commitment

The Recipient commits to expend the funds awarded in this agreement and to complete the funded project in accordance with the workplan included in this grant application (workplan) and incorporated into this agreement by reference.

#### 3. Financial Management

MDEQ requires that Recipients have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every grant dollar from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are vendor invoices, bills of lading, payment vouchers, payrolls, bank statements and reconciliations.

#### 4. Audit: Access to Records

Recipient assures that it will give MDEQ, the Comptroller General of the United States, and the State of Mississippi, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives; and will retain all required records relating to this agreement for three years after project completion and all other pending matters are closed.

#### 5. Method of Payment

Reimbursement shall be the preferred method of funding. Recipients shall be paid a predetermined sum for services/work performed. Recipient shall submit a Request for Payment, as provided in Attachment A, and additional documentation for verification of service/work performed prior to payment being issued. In special cases, funding advances may be allowed, subject to approval by MDEQ. Requests for Payment and applicable supporting documentation shall be submitted to MDEQ upon project completion. All requests for payments related to this grant shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant.

#### 6. Final Payment

Pursuant to satisfactory completion of the work performed under this agreement as may be determined by final inspection, and as a condition before final payment under this agreement or as termination settlement under this agreement, the Recipient shall execute and deliver to MDEQ a release of all claims against MDEQ arising under, or by virtue of, this agreement, except claims which are specifically exempted by the Recipient to be set forth therein. Such release is provided in Attachment B of this agreement. Unless otherwise provided in this agreement, by state law, or expressly agreed to by the parties in this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute waiver of MDEQ's claims against the Recipient or his sureties under this agreement or applicable performance and payment of bonds.

#### 7. Procurement

Recipient shall comply with purchasing guidelines established in 31-7-13 of the Mississippi Code in the procurement of commodities and services.

#### 8. <u>Disadvantaged Businesses</u>

Recipient will ensure that its best efforts will be used in making available to minority businesses a minimum of 5% of the grant funds that may be expended as necessary in obtaining any supplies, construction, equipment, or services in completing the project detailed in the Workplan.

#### 9. <u>Title to Real Property. Equipment and Supplies</u>

Unless otherwise agreed to, title to any real property, equipment and supplies that may be acquired under this agreement shall vest upon acquisition in the Recipient. Real property, equipment and supplies shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds.

#### 10. Changes and Amendments

Changes may be made to the agreement in relation to the effective period of the agreement, the total amount of the agreement, budgetary categories associated with the funding of the agreement, and the work to be performed as defined in the work plan. Such changes shall be constructively made by way of a formal agreement amendment, which shall require written approval of the Executive Director of MDEQ prior to any such changes being made. Changes which affect the total amount of the agreement may also require prior approval by the Commission on Environmental Quality.

#### Recycled Paper

Recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to MDEQ.

#### 12. Gratuities

- A. If MDEQ finds, after a notice and hearing, that the Recipient or any of the Recipient's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of MDEQ, the state agency providing funds used in this agreement in an attempt to secure a agreement or favorable treatment in awarding, amending or making any determination related to the performance of this agreement, MDEQ may, by written notice to the Recipient, terminate this agreement. MDEQ may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which MDEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement.
- B. In the event this agreement is terminated as provided in paragraph A., MDEQ may pursue the same remedies against the Recipient as it could pursue in the event of a breach of the agreement by the Recipient, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by MDEQ) which shall be not less than three nor more than ten times the costs the Recipient incurs in providing any such gratuities to such officer or employee.

#### 13. Publication and Publicity

- A. Recipient may publish results of its participation pursuant to this agreement after prior review by and consent by MDEQ's Project Manager provided that (1) such publications acknowledge that the program is supported by funds granted by MDEQ, and (2) that one (1) copy of the publication is furnished to MDEQ.
- B. Recipient shall use its best efforts to ensure that any publicity received by the Recipient as a result of the work funded by this agreement shall acknowledge that the program is supported by funds granted by MDEQ.

#### 14. Hold Harmless for Personnel Claims

To the extent permitted by Mississippi law, recipient agrees to indemnify, save and hold harmless the Mississippi Commission on Environmental Quality, MDEQ and the state of Mississippi, as well as their employees, from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgments, and costs, including attorney's fees, or expenses on the part of MDEQ or MDEQ's agents or employees arising out of or attributable to work performed under this agreement or the use of facilities or equipment provided to Recipient under the terms of this agreement.

#### 15. Assurances

#### The Recipient certifies that:

- A. It maintains the legal authority to apply for state assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in the grant application.
- B. It is not presently debarred, suspended, proposed for debarment, declared ineligible from participating in government projects; has not within a three year period preceding this application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public transactions; has not within a three year period preceding this proposal been convicted of violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and has not within a three year period preceding this application had one or more public transactions terminated for default.
- C. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D. It will comply with all applicable requirements or State and Federal laws, executive orders, regulations and policies governing this program.
- E. The Recipient shall maintain current permits and approvals necessary from applicable regulatory agencies to carry out the project/program activities.

#### 16. Enforcement

- A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an award, or elsewhere, MDEQ may take one or more of the following actions, as appropriate in the circumstances:
  - Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by MDEQ;
  - 2. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance;
  - Wholly or partly suspend or terminate the current award for the Recipient's program.

- 4. Withhold further awards for the program, or
- 5. Take other remedies that may be legally available.
- B. In taking an enforcement action, MDEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.
- C. Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless MDEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
  - 1. The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension of termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and
  - 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

#### 17. Termination for Convenience

This agreement may be terminated in whole or in part as follows:

- A. By MDEQ with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of a partial termination, the portion to be terminated; or
- B. By the Recipient upon written notification to MDEQ, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDEQ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, MDEQ may terminate the award in its entirety under paragraph A. of this section.

#### 18. Counterparts

This agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed to be one and the same agreement. A signed copy of this agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement.

#### 19. Remedies

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between MDEQ and the Recipient arising out of, or relating to, this agreement or the breach of it will be decided in a court of competent jurisdiction within the State of Mississippi. Before pleading to the Mississippi judicial system at any level, the Recipient must exhaust all administrative remedies in effect on the date the agreement giving rise to the dispute was executed.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment CLAY COUNTY BOARD OF SUPERVISORS for all approved costs incurred up to and not exceeding \$11,384.00 for the support of approved budget period effort described in application (including all application modifications) cited in this agreement for CLAY COUNTY SOLID WASTE ENFORCEMENT OFFICER PROGRAM.

#### MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells Executive Director	Date
Authorized Signature	ARD OF SUPERVISORS  Lot 27/202  Date

\_\_\_\_\_ Title

Typed/Printed Name

#### ATTACHMENT A

# MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ATTN: INVOICES P. O. BOX 2369 JACKSON, MS 39225

#### REQUEST FOR PAYMENT

Name of Recipient	Grant Agreement No
Address	Person preparing report:
<del></del>	Telephone number:
	Request period: FromTo
1. Amount of this payment request:	\$ <u>.</u>
2. Total amount of grant:	Signal and the state of the control of the state of
3. Total prior payments approved:	\$
4. Total funds requested to date (line 1 plus line 3):	\$
5. Balance of grant funds remaining after this request	(line 2 minus line 4) \$
TO BE COMPLETED ONLY IF RECIPIENT IS PRO	VIDING FUNDS TO THE GRANT PROJECT.
6. Total funds to be contributed by recipient:	\$
7. Amount contributed by recipient to date:	Suchero - vidulation, consumentance and the acceptable for international confidence of the confidence
8. Balance to be contributed by recipient (line 6 minus I hereby certify that the amount requested is for reimbursement of the amounts requested herein do not exceed budgeted amounts requested herein do not exceed budgeted	resement of allowable costs consistent with the terms ese costs has not previously been made, and that the
NOTE: Please attach appropriate documentation that sereords for Enforcement officer, billing records, volum location of solid waste sizes cleaned up.  Signature of Authorized Official	e of tires disposed, volume of solid wastes disposed,
Specific Control of Authorized Official Page 1 Authorized Official Page 2 Authorized Official Page 2 Authorized Official Page 3 A	esident
Date 6/24/2021	······································

#### ATTACHMENT B

#### MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

#### RELEASE OF CLAIMS

#### Agreement Number SW1317

WHEREAS, by the terms of the above-identified agreement entered into by the Mississippi Department of Environmental Quality and the Recipient, CLAY COUNTY BOARD OF SUPERVISORS, it is provided that after completion of all work, and prior to final payment, the Recipient will furnish the Mississippi Department of Environmental Quality with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payments by the Mississippi Department of Environmental Quality to the Recipient pursuant to the above referenced agreement, the sum of \$\sum\_{\text{normal}}\$, the Recipient hereby remises, releases, and forever discharges the Mississippi Department of Environmental Quality, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said agreement except:

CLAY COUNTY BOARD OF SUPERVISORS

Authorized Signature

# EXHIBIT Q

### STATE OF MISSISSIPPI

## Office of the Governor



#### A PROCLAMATION

WHEREAS, under the provisions of Section 3-3-7, Mississippi Code of 1972, Fourth of July is declared a legal holiday in the State of Mississippi; and

WHEREAS, Fourth of July of 2021 shall fall on Sunday; and

WHEREAS, pursuant to Section 25-1-97, Mississippi Code of 1972, when a state holiday fixed under Section 3-3-7, Mississippi Code of 1972, falls on a Saturday or Sunday, the following Monday may, in the discretion of the executive head or governing body of a state agency, be utilized in lieu of the legal holiday; and

WHEREAS, during the Fourth of July holiday, many state employees will spend time with their families in Mississippi and in other states;

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, do hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Monday, July 5, 2021, in further observance of the Fourth of July.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 1974 day of May in the year of our Lord, two thousand and twenty-one, and of the Independence of the United States of America, the two hundred and forty-fifth.

TATE REEVES GOVERNOR

BY THE GOVERNOR

MICHAEL WATSON SECRETARY OF STATE

## **EXHIBIT R**

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VSO MONTHLY REPORT	JAN	FEB	MAR	<u>APR</u>	MAY	JUN	JUL	AUG	<u>SEP</u>	OCT	NOV
365 Court Street	17 DEC-28JAN	29FEB-25 <b>FEB</b>	26MAR-25APR	26APR-22APR	23APR-27MAY	28MAY-24JUN	25JUN-22JUL	23JUL-26AUG	27AUG-23SEP	248EP-280CT	290CT-18NO
P.O. Box 1203											
West Point, MS 39773										T	
662-494-1554(OFC) 391-1071	(FAX)		Ţ i								
						}					
V\$Q REPORT	Jan-21				5-May	24-Jun					
HOMEBOUND	1		]		2	1					
TOTAL FILES	120				126	136					
VETERANS FROM OTHER COUNTIES	9		T		12	2		<u> </u>			
VETERANS FROM OTHER STATES	6				8	0			<u> </u>		
NURSING HOME / AID & ATTENDANCE	1		1		1	1					
BURIAL BENEFITS	3				3	0					
NEW CASES 526-EZ	1				9	4					
10-10EZ HEALTH FACILITY	0			<u> </u>	2	3					
SF 180 / DD2 DD214 / NGB22	5		ļ <u></u>		4	3					
MEDICAL EXPENSE REPORT	1				0	0	<u> </u>			<u> </u>	
MAILED	12		<u>  </u>		5	5					
10182 BVA BOARD OF APPEALS / NOD	1		<u> </u>	<u></u>	4	0		<u> </u>			
VIRTUAL BVA	2			<u> </u>	4	0	<u> </u>			<u> </u>	
DECEASED	13	ļ	<u> </u>	<u> </u>	16	0		<u></u>	<u> </u>	<u></u> _	
F 2 F	16				11	12					
CALL IN	53	<u> </u>	_	_	119T	42					
MONTHLY TOTAL ASSISTED	69	64	38	19	68	54					
	<u> </u>				<u> </u>						
DAYS OF WORK	18	1			9	10					x

CLAY COUNTY
CASH DISBURSEMENTS REPORT
FOR THE PERIOD JUNE 01, 2021 TO JUNE 09, 2021

PA PCDRPR

	BANCORP :	SOUTH GENERAL COUNTY	INVOICE			ACCOUNT		CHECK
NUMBER	DATE	vendor name	NUMBER	LINE #	# NUMBER	DESCRIPTION	AMOUNT	AMOUNT
76399	6/04/2021	CENTER FOR GOVERNMENT A	ND 06/2021	01	001-105-585	SEMINAR/REGISTRATION	90.00	90.00
76400	6/09/2021	PAYROLL CLEARING ACCOUN	1 120210609023 120210609023 120210609023 120210609023 120210609023		001-000-110 001-000-110 001-000-110	DEPUTIES DEPUTIES OVERTIME FICA W/H MEDICARE WITHOLDING RETIREMENT W/H		
				•		,		19547.23
76401	6/08/2021	PAYROLL CLEARING ACCOUN	T 120210531025 120210531025 120210531025 120210531025 120210531054 120210531054 120210531054 120210531058 120210531058		001-000-110 001-000-110 001-000-110 164-000-110 164-000-110 164-000-110 164-000-110	MEDICARE WITHOLDING RETIREMENT W/H ROAD LABORERS- HOU FICA W/H MEDICARE WITHOLDING ROAD LABORERS- HOU	175.00 10.85 2.54 30.45 105.00 6.51 1.52 160.00 9.92 2.32	504.11
				** CH)	ECK TOTAL FO	R BANK: BANCORP SOUTH GEN	ERAL COUNTY	20141.34

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CASH DISBURSEMENTS REPORT
FOR THE PERIOD JUNE 01, 2021 TO JUNE 09, 2021

\*\* TOTAL DISBURSEMENTS \*\*

20883.84

BANK: RN2 RENASANT BANK- INSURANCE ACCT ---- CHECK --------- INVOICE ---- ACCOUNT CHECK NUMBER DATE VENDOR NAME NUMBER LINE # NUMBER DESCRIPTION AMOUNT AMOUNT 1916 6/07/2021 R B DAVIS 06/2021 01 687-000-139 DUE TO EMPLOYEES-PAR 148.50 148.50 1917 6/07/2021 CASSONDRA SMITH 06/2021 01 687-000-139 DUE TO EMPLOYEES-PAR 148,50 148.50 1918 6/07/2021 DANIEL IRIONS 06/2021 01 687-000-139 DUE TO EMPLOYEES-PAR 148.50 148.50 1919 6/07/2021 THOMAS B. STOREY, JR. 06/2021 01 687-000-139 DUE TO EMPLOYEES-PAR 148.50 148.50 1920 6/07/2021 SHERMAN IVY 06/2021B 01 687-000-139 DUE TO EMPLOYEES-PAR 148.50 148.50 \*\* CHECK TOTAL FOR BANK: RENASANT BANK- INSURANCE ACCT 742.50

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	F BANKFIRST ECK DATE	PLEXIBLE SPENDING  VENDOR NAME	INVOICE NUMBER	LINE		ACCOUNT DESCRIPTION	TUOMA	CHECK AMOUNT
1003	6/14/2021	TREVA HODGE	06/2021	01	688-125-583	REFUNDS	50.00	50.00
				** CF	ECK TOTAL FOR	R BANK: BANKFIRST FLEXIE	BLE SPENDING	50.00

CLAY COUNTY PAGE 2
CASH DISBURSEMENTS REPORT APCDRPR
FOR THE PERIOD JUNE 11, 2021 TO JUNE 30, 2021

\*\* CHECK TOTAL FOR BANK: BANKFIRST MHOON VALLEY PROJECT

BANK: BFM BANKFIRST MHOON VALLEY PROJECT ---- CHECK --------- INVOICE ----- ACCOUNT CHECK NUMBER DATE VENDOR NAME NUMBER LINE # NUMBER DESCRIPTION AMOUNT AMOUNT 1006 6/28/2021 CALVERT-SPRADLING ENGINEERS 9613 01 088-300-555 ENGINEERING FEES 27782.10 27782.10 1007 6/28/2021 GEORGE VICKERS AND 06/2021 01 088-300-593 ROW EASEMENTS 9598.00 9598.00 1008 6/28/2021 CIRCUIT CLERK OF CLAY COUNTY 06/2021 01 088-300-593 ROW EASEMENTS 8335.95 8335.95

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45716.05

PAL\_ 8 APCDRPR

CH	ECK		INVOICE			ACCOUNT		
TUMBER	DATE	OUTH GENERAL COUNTY  VENDOR NAME	NUMBER	LINE	# NUMBER	DESCRIPTION	AMOUNT	AMOU.
76582	6/11/2021	KRISTEN WOOD WILLIAMS.PLLC	06/2021A	01	001-163-550	LEGAL FEES	225.00	
,,,,,,	v,,		06/2021B	01	001-163-550	LEGAL FEES	150.00	
			06/2021C	01	001-163-550	LEGAL FEES	150.00	
		VENDOR NAME KRISTEN WOOD WILLIAMS,PLLC	06/2021D	01	001-163-550	LEGAL FEES	150.00	675.
								0.5.
76583	6/11/2021	TANYA WEST	06/2021	01	001-220-552	DEPUTIES FICA W/H MEDICARE WITHOLDING RETIREMENT W/H PERSONNEL MAN/SYST ASST PERSONNEL MNG OFFICE CLERICAL FICA W/H MEDICARE WITHOLDING RETIREMENT W/H DEPUTIES OFFICE CLERICAL FICA W/H MEDICARE WITHOLDING RETIREMENT W/H DEPUTIES OFFICE CLERICAL FICA W/H MEDICARE WITHOLDING RETIREMENT W/H DEPUTIES OFFICE CLERICAL FICA W/H MEDICARE WITHOLDING RETIREMENT W/H DEPUTIES PART-TIME HELP FICA W/H MEDICARE WITHOLDING RETIREMENT W/H PURCHASE CLERK SAL ASST PURCHASE CLER FICA W/H MEDICARE WITHOLDING RETIREMENT W/H MAINTENANCE SALARY SECURITY GUARD PART-TIME HELP MAINTENANCE OVERTI FICA W/H MEDICARE WITHOLDING RETIREMENT W/H MEDICARE WITHOLDING RETIREMENT W/H MEDICARE WITHOLDING RETIREMENT W/H MEDICARE WITHOLDING RETIREMENT W/H INFORMATION TECHNO	500.00	500.
76584	6/15/2021	PAYROLL CLEARING ACCOUNT	120210609024	01	001-000-110	DEPUTIES	1324.08	
			120210609024	02	001-000-110	FICA W/H	82.10	
			120210609024	0.3	001-000-110	MEDICARE WITHOLDING	19.20	
			120210609024	04	001-000-110	RETIREMENT W/H	230.39	
			120210615001	01	001-000-110	PERSONNEL MAN/SYST	1938.35	
			120210615001	02	001-000-110	ASST PERSONNEL MNG	109.45	
			120210615001	03	001-000-110	OFFICE CLERICAL	1226.99	
			120210615001	04	001-000-110	FICA W/H	195.97	
			120210615001	05	001-000-110	MEDICARE WITHOLDING	45.83	
			120210615001	06	001-000-110	RETIREMENT W/H	569.82	
			120210615002	01	001-000-110	DEPUTIES	104.16	
			120210615002	02	001-000-110	OFFICE CLERICAL	161.02	
			120210615002	03	001-000-110	FICA W/H	15.00	
			120210615002	04	001-000-110	MEDICARE WITHOLDING	3.50	
			120210615002	05	001-000-110	RETIREMENT W/H	45.68	
			120210615003	01	001-000-110	DEPUTIES	2641.60	
			120210615003	02	001-000-110	OFFICE CLERICAL	430.00	
			120210615003	03	001-000-110	FICA W/H	187.42	
			120210615003	04	001-000-110	MEDICARE WITHOLDING	43.84	
			120210615003	05	001-000-110	RETIREMENT W/H	459-64	
			120210615004	01	001-000-110	DEPUTIES	4016.79	
			120210615004	02	001-000-110	PART-TIME HELP	576.00	
			120210615004	03	001-000-110	FICA W/H	271.05	
			120210615004	04	001-000-110	MEDICARE WITHOLDING	63.39	
			120210615004	05	001-000-110	RETIREMENT W/H	698.93	
			120210615006	01	001-000-110	PURCHASE CLERK SAL	544.00	
			120210615006	02	001-000-110	ASST PURCHASE CLER	175.00	
			120210615006	03	001-000-110	FICA W/H	28.04	
			120210615006	04	001-000-110	MEDICARE WITHOLDING	6.56	
			120210615006	05	001-000-110	RETIREMENT W/H	94.66	
			120210615008	דמ	001-000-110	RECEIVING CLERK	509.98	
			120210615008	02	001-000-110	FICA W/H	28.68	
			120210615008	03	001-000-110	MEDICARE WITHOLDING	6.71	
			120210615008	nα	001-000-110	RETIREMENT W/H	88.74	
			120210015000	01	001-000-110	MAINTENANCE SALARY	2018.00	
			120210615003	0.2	001-000-110	SECURITY GUARD	1855.00	
			120210615009	02	001-000-110	DART-TIME HELD -	601.14	
			120210615000	0.4	001-000-110	MAINTONANCE OVERTI	461.40	
			120210615009	05	001-000-110	PACK MAN CO ANDERT	292.53	
			120210615009	05	001-000-110	FILM W/A MODICADE MITHOLDING	69 66	
			120210615009	06	001-000-110	PRETERMENT W/H	510 26	
			120210615009	07	001-000-110	RETIREMENT W/H	4E9 79	
			120210615010	01	001-000-110	INTORMATION TECHNO	#30.10	

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APCDRPR

MBER	DATE	VENDOP NAME	INVOICE	T TRUE '	4 ATTRADED	ACCOUNT	3467777	CHEC
			NUMBER	TIME 1	# WOMBEK	DESCRIPTION  FICA W/H MEDICARE WITHOLDING RETTREMENT W/H CASE MANAGER - GRA WORK PROGRAM DEPUT OFFICE/CLERICAL FICA W/H MEDICARE WITHOLDING RETTREMENT W/H DEPUTIES FICA W/H MEDICARE WITHOLDING RETTREMENT W/H DEPUTIES OFFICE/CLERICAL OFFICE CLERICAL OFFICE CLERICAL OV MECHANIC SALARY FICA W/H MEDICARE WITHOLDING RETTREMENT W/H MTC TRANSPORT OFFI FICA W/H MEDICARE WITHOLDING RETTREMENT W/H JAIL ADMINISTRATOR JAIL RECORDS CLERK JAILORS SALARIES KITCHEN MANAGER JAILORS OVERTIME FICA W/H MEDICARE WITHOLDING RETTREMENT W/H DEP EMA DIRECTOR S FICA W/H MEDICARE WITHOLDING RETTREMENT W/H 911 DIRECTOR SALAR DISPATCHERS D	AMOUNT	AMQU
			120210615010	02	001-000-110	FICA W/H	27.16	
			120210615010	03	001-000-110	MEDICARE WITHOLDING	6.35	
			120210615010	04	001-000-110	RETIREMENT W/H	79.83	
			120210615015	01	001-000-110	CASE MANAGER - GRA	499.70	
			120210615015	02	001-000-110	WORK PROGRAM DEPUT	6.31	
			120210615015	03	001-000-110	OFFICE/CLERICAL	338.34	
			120210615015	04	001-000-110	FICA W/H	47.98	
			120210615015	0.5	001-000-110	MEDICARE WITHOLDING	11.22	
			120210615015	06	001-000-110	RETIREMENT W/H	146.92	
			120210615018	01	001-000-110	DEPUTIES	3440.92	
			120210615018	02	001-000-110	FICA W/H	207.90	
			120210615018	03	001-000-110	MEDICARE WITHOLDING	48.62	
			120210615018	04	001-000-110	RETIREMENT W/H	598.72	
			120210615023	01	001-000-110	DEPUTIES	4570.87	
			120210615023	02	001-000-110	OFFICE/CLERICAL	6026.34	
			120210615023	03	001-000-110	OFFICE CLERICAL OV	547.98	
			120210615023	04	001-000-110	MECHANIC SALARY	1583.04	
			120210615023	05	001-000-110	FICA W/H	745.92	
			120210615023	06	001-000-110	MEDICARE WITHOLDING	174.45	
			120210615023	07	001-000-110	RETIREMENT W/H	2168.91	
			120210615024	01	001-000-110	MTC TRANSPORT OFFI	865.17	
			120210615024	02	001-000-110	FICA W/H	52.50	
			120210615024	03	001-000-110	MEDICARE WITHOLDING	12.28	
			120210615024	04	001-000-110	RETIREMENT W/H	150.54	
			120210615027	01	001-000-110	JAIL ADMINISTRATOR	1912.50	
			120210615027	02	001-000-110	JAIL RECORDS CLERK	1435.88	
			120210615027	0.3	001-000-110	JAILORS SALARIES	9748.57	
			120210615027	04	001-000-110	KITCHEN MANAGER	1505.71	
			120210615027	0.5	001-000-110	JAILORS OVERTIME	1764.08	
			120210615027	06	001-000-110	FICA W/H	966.35	
			120210615027	07	001-000-110	MEDICARE WITHOLDING	226.01	
			120210615027	08	001-000-110	RETIREMENT W/H	2777.48	
			120210615029	01	001-000-110	DEP EMA DIRECTOR S	212.50	
			120210615029	02	001-000-110	FICA W/H	12.58	
			120210615029	03	001-000-110	MEDICARE WITHOLDING	2.94	
			120210615029	04	001-000-110	RETIREMENT W/H	36.97	
			120210615036	01	097-000-110	911 DIRECTOR SALAR	416.66	
			120210615036	02	097-000-110	DISPATCHERS	7631.72	
			120210615036	03	097-000-110	DISPATCHER O/T	852.28	
			120210615036	04	097-000-110	FICA W/H	517.90	
			120210615036	05	097-000-110	MEDICARE WITHOLDING	121.10	
			120210615036	06	097-000-110	RETIREMENT W/H	1356.27	
			120210615044	01	151-000-110	ROAD LABORERS- HOU	1907.20	
			120210615044	02	151-000-110	FICA W/H	113.23	
			120210615044	03	151-000-110	MEDICARE WITHOLDING	26.48	
			120210615044	04	151-000-110	RETIREMENT W/H	331.85	
			120210615045	01	152-000-110	ROAD LABORERS- HOU	1548.00	
			120210615045	02	152-000-110	FICA W/H	94.84	
			120210615045	03	152-000-110	MEDICARE WITHOLDING	22.18	
			120210615045	04	152-000-110	RETIREMENT W/H	269.35	
			100010015046	^-				

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CASI	I DIS	SBURSEMI	ENTS F	REPOR	RТ				
FOR	THE	PERIOD	JUNE	11,	2021	TO	JUNE	30,	20

CHI	3CK		INAOICE	: <del>-</del> -		ACCOMI		ÇIZZ
NUMBER	DATE	VENDOR NAME	NUMBER	LINE :	# NUMBER	ACCOUNT DESCRIPTION	AMOUNT	AMOUN
			120210615046	02	153-000-110	PICA W/H	148.46	
			120210615046	03	153-000-110	MEDICARE WITHOLDING	34.72	
			120210615046	04	153-000-110	RETIREMENT W/H	599.43	
			120210615047	01	154-000-110	ROAD LABORERS- HOU	1824.00	
			120210615047	02	154-000-110	FICA W/H	112.81	
			120210615047	0.3	154-000-110	MEDICARE WITHOLDING	26.39	
			120210615047	04	154-000-110	RETIREMENT W/H	194.88	
			120210615048	01	155-000-110	ROAD LABORERES - H	4612.20	
			120210615048	02	155-000-110	FICA N/H	192.36	
			120210615048	03	155-000-110	MEDICARE WITHOLDING	44.99	
			120210615048	04	155-000-110	RETIREMENT W/H	471.05	
			120210615051	01	163-000-110	FICA W/H	109.02	
			120210615051	02	163-000-110	MEDICARE WITHOLDING	25.50	
			120210615053	01	165-000-110	FICA W/H	77.19	
			120210615053	02	165-000-110	MEDICARE WITHOLDING	18.05	
			120210615053	03	165-000-110	RETIREMENT W/H	143.55	
			120210615056	01	400-000-110	SANITATION SALARY	3070.32	
			120210615056	02	400-000-110	FICA W/H	190.37	
			120210615056	0.3	400-000-110	MEDICARE WITHOLDING	44.53	
			120210615056	04	400-000-110	RETIREMENT W/H	534.24	
						PICA W/H MEDICARE WITHOLDING RETIREMENT W/H ROAD LABORERS- HOU FICA W/H MEDICARE WITHOLDING RETIREMENT W/H ROAD LABORERES - H FICA W/H MEDICARE WITHOLDING RETIREMENT W/H FICA W/H MEDICARE WITHOLDING FICA W/H MEDICARE WITHOLDING FICA W/H MEDICARE WITHOLDING RETIREMENT W/H SANITATION SALARY FICA W/H MEDICARE WITHOLDING RETIREMENT W/H SANITATION SALARY FICA W/H MEDICARE WITHOLDING RETIREMENT W/H REDICARE WITHOLDING RETIREMENT W/H		98096.9
76505	E /1 E /2021	SHERMAN IVY	06/2021	0.1	001-262-476	MEALS & LODGING	138.00	
10585	6/15/2021	Shekhan IVI	06/2021	02	001-262-477	PRIVATE VEHICLE TRAV	448-D0	
			00,2021	٠-	001 202 1	111271112		586.0
76586	6/15/2021	MS DEPARTMENT OF REVENUE	06/2021	01	001-200-695	CAR TITLES/TAGS	44.25	44.2
76507	6/15/2021	ATMOS ENERGY	06/202100	01	001-151-513	OFFICE COMPLEX BUILD	279.96	
,050,	0/13/2021	ATMOD EMBROT	06/2021SHER	01	001-151-514	SHERIFF'S DEPT UTILI	32.35	
			06/2021SHERA	01	001-151-514	SHERIFF'S DEPT UTILI	693.20	
			06/2021DHS	01	001-151-515	DHS BUILDING UTILITI	33.32	
			06/2021D2	01	152-302-510	UTILITIES	43.14	
		ATMOS ENERGY	,	•-				1081.9
		AT&T						
10200	0,13,2021	A.W.	00, -022					63.4
7.5500	6 (15 (202)	GTR SOLID WASTE MGMT AUTHORI	06/2021 GAN	01	400-340-582	GTR SOLID WASTE DISP	4803.14	
76569	6/15/2021	GIR SOULD WASTE MONI ACTIONS	00,2021554	0.2	104 240 202	<b>4 4 4</b>		4803.1
	r / = / = / = = = =	OTHER WANTED & LIGHT DEPT	06/202181110	0.1	001-151-512	ELLIS CLINIC UTILITI OFFICE COMPLEX BUILD OFFICE COMPLEX BUILD OFFICE COMPLEX BUILD SHERIFF'S DEPT UTILI DHS BUILDING UTILITI COURT COMPLEX UTILIT	405.96	
76590	6/15/2021	CITY WATER & LIGHT DEPT.	06/2021682	01	001-151-512	ORRICE COMPLEX BUILD	135.94	
			00/4041EVI	01	001-151-513	OFFICE COMPLEX BUILD	31.27	
			00/2021FUK	01 01	001-151-513	OFFICE COMPLEX BUILD	5986.93	
			00/20410C	01	001-151-513	CHEDIRE'S DEPT HTILI	774.22	
			06/2021DHC	01	001-151-514	DHS BUILDING UTILITY	850.67	
			06/2021COM	01	001-151-521	COURT COMPLEX UTILIT	1792.93	
			od, noggeom	~-	10- 00-	22222 20 ==== 47====	- · · - · <del>-</del>	9977.9

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CASH DISBURSEMENTS REPORT FOR THE PERIOD JUNE 11, 2021 TO JUNE 30, 2021 APÇDRPR

NUMBER	ECK DATE	VENDOR NAME	NUMBER	LINE	# NUMBER	ACCOUNT DESCRIPTION	AMOUNT	CHECK AMOUN
		CALIFOR ODDANTING ENGINEEDS				ENGINEEDING PERC	15518.26	
70331	0/1//2021	CABABAT-OLIMPRING THORNDRING	06/202102	01	152-302-555	ENGINEERING PERS	15518.27	
			06/202103	01	153-303-555	ENGINEERING FRES		
		CALVERT-SPRADLING ENGINEERS	06/202103	01	154-304-555	PMCIMERD FRES	15518.27 15518.27 15518.26	
			06/202105	01	155-305-555	FMGINEER FERS	15518.26	
			00,202105	01	133-303-333	Bright 1886	15510.20	77591.3
76592	6/17/2021	CERTIFIED MAILING SOLUTIONS	4510	01	001-101-501	POSTAGE & BOX RENT	4468.75	
, <b></b>	u, 17, 1011		.520	02	001 101 501			4468.7
76593	6/23/2021	PAYROLL CLEARING ACCOUNT	120210623023	01	001-000-110	DEPUTIES	15253.98	
	+, - +,	•••••	120210623023	02	001-000-110	DEPUTIES OVERTIME	1559.46	
			120210623023	03	001-000-110	DEPUTIES OVERTIME FICA W/H	984.40	
			120210623023	04	001-000-110	MEDICARE WITHOLDING	230.21	
			120210623023	05	001-000-110	RETIDEMENT W/H		
			120210623023	06	001-000-110	RETIREMENT W/H GROUP HEALTH - BCBS	7078-59	
			120210623023	07	003-000-110	GROUP LIFE INS - EMP GROUP HEALTH -GAP/GG GROUP MEDI-SUPPL	4B 63	
			120210623023	08	001-000-110	GROUP HEALTH _CAD/CC	1703 20	
			120210623023	09	001-000-110	GROUP MEDI-SUPPI.	136 11	
			120210623023	10	001-000-110	CDOID MEDI-SUFFE	148.50	
			120210623023	01	001-000-110	GROUP MEDI-PART B DEPUTIES FICA W/H	195.84	
			120210623024	02	001-000-110	DEFOLICO	12.14	
					001-000-110	MEDICADE WITHOUTHIC	2.84	
			120210623024		001-000-110	MEDICARE WITHOLDING RETIREMENT W/H	34.08	
			120210623024	04	001-000-110	RETIREMENT W/H	34.08	30209.8
76594	6/24/2021	SHERMAN IVY	06/2021A	01	001-262-461	CONSTABLE FEES	1292.69	1292.6
								10,010
76595	6/24/2021	MS JUSTICE COURT JUDGES ASSO	06/2021	01	001-166-585	SEMINARS/REGISTRATIO	500.00	
								500.0
76596	6/24/2021	LEWIS STAFFORD	06/2021	01	001-262-476	MEALS & LODGING PRIVATE VEHICLE TRAV	184.00	
			06/2021	02	001-262-477	PRIVATE VEHICLE TRAV	184.00 392.00	
								576.0
76507	6/24/2021	LYNN HORTON	06/2021	0.1	001-100-476	MEALS AND LODGING	138 00	
10321	0/24/2021	DINN HORION	06/2021	02		PRIVATE VEHICLE TRAV		
			08/2021	02	001-100-477	PRIVATE VEHICLE TRAV	30.00	474.0
76598	6/24/2021	MS DEVELOPMENT AUTHORITY	06/2021GRAH	0.7	138-800-900	PRIN RETIREMENT-CAP	4633.44	
10320	0/14/1011	NE DEVELOTMENT ASSISSATI	06/2021GRAH			INTEREST EXPENSE		
			00/ 202 IGIGHI	02	130-000-002	INTEREST BAFBAGE	312,31	5545.9
76599	6/25/2021	SHELTON DEANES	06/2021	01	001-100-476	MEALS AND LODGING	138.00	
, 4, 2, 3	-,,	CALCALLI DELLIES	06/2021A	01	001-100-476	MEALS AND LODGING	164.00	
			06/2021A	0.2	001-100-470	PRIVATE VEHICLE TRAV	392.00	
			06/2021 06/2021A	02	001-100-4//	OTHER TRAVEL COSTS	60.00	
			00 / ZUZIK	UZ	001-100-480	OTHER TRAVEL COSTS	90.00	774.0
76600	6/26/2021	LYNN HORTON	ns/20212	กา	003-100-477	PRIVATE VEHICLE TRAV	56.00	
10000	0/20/2021	DIMM WOKIOM	OB) ZUZIA	ΩŢ	AAT-100-411	FRIVALE VENICUE IRAV	30.00	



416.66

BANK: BS BANCORP SOUTH GENERAL COUNTY ---- INVOICE ---- ACCOUNT CHECK ---- CHECK -----NUMBER LINE # NUMBER DESCRIPTION TAUCMA VENDOR NAME 01 001-262-470 RET W/HELD & MATCHED 322.45 76601 6/28/2021 PAYROLL CLEARING ACCOUNT 06/2021 322.45 01 255-800-800 PRIN RETIREMENT CAP 12000.00 76602 6/28/2021 BANKFIRST FINANCIAL SERVICES 06/2021 557.24 02 255-800-802 INTEREST EXPENSE 12557.24 01 163-000-149 DUE TO GOVERNMENT FU 45716.05 76603 6/28/2021 CLAY COUNTY MS MHOON VALLEY 06/2021 45716.05 B19.86 06/2021A 01 001-262-461 CONSTABLE FEES 76604 6/28/2021 LEWIS STAFFORD 819.86 2422.00 06/2021HEN 01 138-800-800 PRIN RETIREMENT-CAP 76605 6/28/2021 MS DEVELOPMENT AUTHORITY 878.93 02 138-800-802 INTEREST EXPENSE 06/2021HEN 3300.93 17338.35 120210630001 01 001-000-110 SUPERVISORS SALARI 76606 6/30/2021 PAYROLL CLEARING ACCOUNT 120210630001 02 001-000-110 PERSONNEL MAN/SYST 1938.35 3467.67 001-000-110 ATTORNEYS 120210630001 001-000-110 ASST PERSONNEL MNG 109.45 120210630001 1310.27 120210630001 05 001-000-110 OFFICE CLERICAL 001-000-110 FICA W/H 1451.35 120210630001 06 001-000-110 MEDICARE WITHOLDING 120210630001 07 339.43 120210630001 08 001-000-110 RETIREMENT W/H 4204.53 001-000-110 GROUP HEALTH - BCBS 5505.57 120210630001 0.9 001-000-110 GROUP LIFE INS - EMP 20.16 120210630001 10 001-000-110 GROUP LIFE INS - OFF 28.98 120210630001 11 001-000-110 GROUP HEALTH -GAP/GG 1299.55 120210630001 12 177.32 120210630001 13 001-000-110 GROUP MEDI-SUPPL 120210630001 14 001-000-110 GROUP MEDI-PART B 148.50 120210630001 15 001-000-110 GROUP MEDI-PART D 26.40 120210630002 01 001-000-110 DEPUTIES 104.16 001-000-110 OFFICE CLERICAL 336.11 120210630002 02 120210630002 03 001-000-110 COMPTROLLER 3737.84 120.00 120210630002 04 001-000-110 ATTENDING BRD MEET 120210630002 001-000-110 COUNTY AUDITOR 441.67 05 001-000-110 COUNTY TREASURER 208.33 120210630002 06 416.67 001-000-110 PUBLIC SVC NOT PRO 120210630002 07 120210630002 001-000-110 FICA W/H 317.00 80 001-000-110 MEDICARE WITHOLDING 74.13 120210630002 09 120210630002 10 001-000-110 RETIREMENT W/H 898.62 001-000-110 GROUP HEALTH - BCBS 3146.04 120210630002 11 5.04 001-000-110 GROUP LIFE INS - EMP 120210630002 12 001-000-110 GROUP LIFE INS - OFF 6.44 120210630002 13 120210630002 14 001-000-110 GROUP HEALTH -GAP/GG 371.30 2141.60 120210630003 01 001-000-110 DEPUTIES 120210630003 02 001-000-110 OFFICE CLERICAL 545.00

120210630003 03 001-000-110 PUBLIC SVCS NOT PR

CHECK		INVOICE			ACCOUNT		CHECK
NUMBER DATE	VENDOR NAME	NUMBER	LINE :	# NUMBER	DESCRIPTION  COUNTY REGISTRAR STATE FAILURES ELECTION FEES FICA W/H MEDICARE WITHOLDING RETIREMENT W/H GROUP HEALTH - BCBS GROUP LIPE INS - EMP GROUP HEALTH - BCBS GROUP LIPE INS - EMP GROUP HEALTH - BCBS DEPUTIES PART-TIME HELP FICA W/H MEDICARE WITHOLDING RETIREMENT W/H GROUP HEALTH - BCBS GROUP LIPE INS - EMP GROUP HEALTH - BCBS GROUP LIPE INS - EMP GROUP HEALTH - BCBS GROUP LIPE INS - EMP GROUP HEALTH - BCBS GROUP LIPE INS - EMP GROUP HEALTH - BCBS GROUP LIPE INS - EMP GROUP HEALTH - BCBS GROUP LIPE INS - EMP GROUP HEALTH - BCBS GROUP LIPE INS - EMP GROUP HEALTH - BCBS GROUP LIPE INS - EMP GROUP HEALTH - BCBS GROUP LIPE INS - EMP GROUP HEALTH - BCBS GROUP LIPE INS - EMP GROUP HEALTH - BCBS GROUP LIPE INS - EMP FICA W/H MEDICARE WITHOLDING RETIREMENT W/H MEDICARE WITHOLDING	AMOUNT	AMOUN
		120210630003	04	001-000-110	COUNTY REGISTRAR	1408.75	
		120210630003	05	001-000-110	STATE FAILURES	33.33	
		120210630003	06	001-000-110	ELECTION FEES	208.34	
		120210630003	07	001+000-110	FICA W/H	273.04	
		120210630003	0.8	001-000-110	MEDICARE WITHOLDING	63.85	
		120210630003	0.9	001-000-110	RETIREMENT W/H	732.31	
		120210630003	10	001-000-110	GROUP HEALTH - BCBS	3146.04	
		120210630003	11	001-000-110	GROUP LIFE INS - EMP	20.16	
		120210630003	12	001-000-110	GROUP HEALTH -GAP/GG	742.60	
		120210630004	01	001-000-110	TAX ASSESSOR SALAR	5641.66	
		120210630004	02	001-000-110	DEPUTIES	3959.46	
		120210630004	03	001-000-110	PART-TIME HELP	846.70	
		120210630004	04	001-000-110	FICA W/H	600.88	
		120210630004	05	001-000-110	MEDICARE WITHOLDING	140.52	
		120210630004	06	001-000-110	RETIREMENT W/H	1670.60	
		120210630004	07	001-000-110	GROUP HEALTH - BCBS	3932.55	
		120210630004	08	001-000-110	GROUP LIFE INS - EMP	25.20	
		120210630004	09	001-000-110	GROUP HEALTH -GAP/GG	928.25	
		120210630006	01	001-000-110	PURCHASE CLERK SAL	544.00	
		120210630006	02	001-000-110	ASST PURCHASE CLER	150.00	
		120210630006	03	001-000-110	FICA W/H	26.49	
		120210630006	04	001-000-110	MEDICARE WITHOLDING	6.20	
		120210630006	0.5	001-000-110	RETIREMENT W/H	94.66	
		120210630006	0.6	001-000-110	GROUP HEALTH - BCBS	786.51	
		120210630006	07	001-000-110	GROUP LIFE INS - EMP	5.04	
		120210630006	80	001-000-110	GROUP HEALTH -GAP/GG	185.65	
		120210630007	01	001-000-110	INVENTORY CLERK	2073.11	
		120210630007	02	001-000-110	FICA W/H	122.56	
		120210630007	03	001-000-110	MEDICARE WITHOLDING	28.66	
		120210630007	04	001-000-110	RETIREMENT W/H	360.72	
		120210630008	01	001-000-110	RECEIVING CLERK	509.98	
		120210630008	02	001-000-110	FICA W/H	28.68	
		120210630008	03	001-000-110	MEDICARE WITHOLDING	6.71	
		120210630008	04	001-000-110	RETIREMENT W/H	88.74	
		120210630009	01	001-000-110	MAINTENANCE SALARY	2390.00	
		120210630009	02	001-000-110	SECURITY GUARD	2200.00	
		120210630009	03	001-000-110	PART-TIME HELP	651.99	
		120210630009	04	001-000-110	MAINTENANCE OVERTI	425.40	
		120210630009	05	001-000-110	FICA W/H	338.88	
		120210630009	06	001-000-110	MEDICARE WITHOLDING	79.25	
		120210630009	07	001-000-110	RETIREMENT W/H	591.32	
		120210630009	08	001-000-110	GROUP HEALTH - BCBS	1573.02	
		120210630009	09	001-000-110	GROUP LIFE INS - EMP	20.16	
		120210630009	10	001-000-110	GROUP HEALTH -GAP/GG	371.30	
		120210630010	01	001-000-110	INFORMATION TECHNO	458.78	
		120210630010	02	001-000-110	FICA W/H	27.16	
		120210630010	03	001-000-110	MEDICARE WITHOLDING	6.35	
		120210630010	04	001-000-110	RETIREMENT W/H	79.83	
		120210630011	01	001-000-110	OFFICE/CLERICAL	708.33	
		120210630011	02	001-000-110	FICA W/H	43.92	

CHECK		INVOICE	:		ACCOUNT		CHEC
NUMBER DATE	VENDOR NAME	NUMBER	LINE	# NUMBER	DESCRIPTION	TNUOMA	AMQU
		10001061001	^1	001 000-110	DESCRIPTION  BAILIFF FICA W/B MEDICARE WITHOLDING RETIREMENT W/H DEPUTIES FICA W/H MEDICARE WITHOLDING RETIREMENT W/H CASE MANAGER - GRA WORK PROGRAM DEPUT OFFICE/CLERICAL JUDGE/REFEREE FICA W/H MEDICARE WITHOLDING RETIREMENT W/H GROUP MEDI-PART B GROUP MEDI-PART B GROUP MEDI-PART B GROUP MEDI-PART B GROUP HEALTH - BCBS GROUP LIFE INS - EMP GROUP HEALTH - BCBS GROUP LIFE INS - EMP GROUP HEALTH - GAP/GG PROSECUTING ATTORN LUNACY JUDGE FICA W/H MEDICARE WITHOLDING RETIREMENT W/H GROUP HEALTH - BCBS GROUP LIFE INS - CMP	110 00	
		120210630013	0.7	001-000-110	DICE M/D	6 60	
		120210030013	02	001-000-110	MEDICADE WITHOLDING	1.55	
		120210630013	0.4	001-000-110	DETIDEMENT W/U	9.57	
		120210630013	01	001-000-110	DEDIFFES W/H	39 36	
		120210630014	0.7	001-000-110	DICA W/H	2 35	
		120210630014	02	001-000-110	MEDICADE WITHOUDING	- 55	
		120210030014	0.7	001-000-110	PETTDEMENT W/H	5.67	
		120210630014	01	001-000-110	CASE MANAGED - GRA	499 70	
		120210630015	0.7	001-000-110	MUDK DEUCEAM DEBILL	12.10	
		120210630015	0.2	001-000-110	OPRICE/CLERICAL	1338.34	
		120210630015	0.4	001-000-110	TITICE / PERROPE	809.16	
		120210630015	0.5	001-000-110	DICA W/U	191 51	
		120210630015	20	001-000-110	MEDICADE MITUOLATAC	44.79	
		120210630015	V.0	001-000-110	MEDICARE MITHODERNA	200 71	
		120210630015	0.0	001-000-110	CDOID MEDI-CIDDI	206.75	
		120210630015	00	001-000-110	CROUP MEDI-DARE R	149 50	
		120210630015	09	001-000-110	GROUP MEDI PART D	140.30	
		120210630015	10	001-000-110	GROUP MEDI-PARI D	4041 66	
		120210630016	0.1	001-000-110	COURT ADMINISTRATO	240 20	
		120210630016	02	001-000-110	FICA W/A	240.JV	
		120210630016	0.3	001-000-110	MEDICARE WITHOUDING	703.05	
		120210630015	U 4	001-000-110	RETIREMENT W/H	703.43	
		120210630016	05	001-000-110	GROUP HEADTH - HCHS	/86.31	
		120210630016	06	001-000-110	GROUP LIFE INS - EMP	105.04	
		120210630016	0.7	001-000-110	GROUP REALTH -GAP/GG	100.00	
		120210630017	01	001-000-TIO	PROSECUTING ATTORN	201.00	
		120210630017	02	001-000-110	LUNACY JUDGE	491.87	
		120210630017	0.3	001-000-110	FICA W/R	49.43	
		120210530017	04	001-000-110	MEDICARE WITHOUDING	155 10	
		120210630017	05	001-000-110	RETIREMENT W/H	155.19	
		120210630017	06	001-000-110	GROUP HEALTH - BCBS	186.51	
		120210630017	07	001-000-110	GROUP HEALTH -GAP/GG	185.55	
		120210630018	01	001-000-110	DEPUTIES	3440.92	
		120210630018	02	001-000-110	BAILIFF	625.00	
		120210630018	03	001-000-110	COUNTY JUDGES	6/33.34	
		120210630018	04	001-000-110	FICA W/H	153.77	
		120210630018	05	001-000-110	MEDICARE WITHOLDING	153.37	
		120210630018	06	001-000-110	RETIREMENT W/H	1837.31	
		120210630018	07	001-000-110	GROUP HEALTH - BCBS	3732.55	
		120210630018	08	001-000-110	GROUP LIFE INS - EMP	15.12	
		120210630018	0.9	001-000-110	GROUP LIFE INS - OFF	9.66	
		120210630018	10	001-000-110	GROUP HEALTH -GAP/GG	928.25	
		120210630019	01	001-000-110	CORONER'S FEE	1250.00	
		120210630019	02	001-000-110	DEP CORONERS FEE	300.00	
		120210630019	03	001-000-110	MEDICAL EXAMINERS	1225.00	
		120210630019	04	001-000-110	DEP MED EXAM FEE	350.00	
		120210630019	05	001-000-110	FICA W/H	193.75	
		120210630019	06	001-000-110	MEDICARE WITHOLDING	45.32	
		120210630019	07	001-000-110	RETIREMENT W/H	430.65	
		120210630019	08	001-000-110	GROUP HEALTH - BCBS	786.51	

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CHECK		INVOICE			ACCOUNT		CHEC
NUMBER DATE	VENDOR NAME	NUMBER	LINE	# NUMBER	DESCRIPTION  GROUP HEALTH -GAP/GG ATTORNEYS FICA W/H MEDICARE WITHOLDING RETIREMENT W/H GROUP HEALTH - BCBS GROUP LIFE INS - EMP GROUP HEALTH - GAP/GG ATTORNEYS FICA W/H MEDICARE WITHOLDING RETIREMENT W/H GROUP HEALTH - BCBS GROUP LIFE INS - EMP GROUP HEALTH - GAP/GG ELBCTION COMMISION FICA W/H MEDICARE WITHOLDING RETIREMENT W/H SHERIFF SALARY DEPUTIES OPFICE/CLERICAL OFFICE CLERICAL OV MECHANIC SALARY FICA W/H MEDICARE WITHOLDING RETIREMENT W/H GROUP HEALTH - BCBS GROUP LIFE INS - EMP GROUP HEALTH - GAP/GG MTC TRANSPORT OFFI FICA W/H MEDICARE WITHOLDING RETIREMENT W/H GROUP MEDI-PART B GROUP MEDI-PART B GROUP MEDI-PART B GROUP MEDI-PART D JALL ADMINISTRATOR JAIL RECORDS CLERK JAILORS SALARIES KITCHEN MANAGER JAILORS SALARIES KITCHEN MANAGER JAILORS GVERTIME FICA W/H MEDICARE WITHOLDING RETIREMENT W/H GROUP HEALTH - BCBS GROUP LIFE INS - EMP GROUP HEALTH - BCBS GROUP LIFE INS - EMP GROUP HEALTH - BCBS GROUP LIFE INS - EMP GROUP HEALTH - BCBS GROUP LIFE INS - EMP GROUP HEALTH - BCBS GROUP LIFE INS - EMP GROUP HEALTH - BCBS GROUP LIFE INS - EMP GROUP HEALTH - BCBS GROUP LIFE INS - EMP GROUP HEALTH - BCBS GROUP LIFE INS - EMP GROUP HEALTH - BCBS GROUP LIFE INS - EMP GROUP HEALTH - BCBS GROUP LIFE INS - EMP GROUP HEALTH - BCBS GROUP LIFE INS - EMP GROUP HEALTH - BCBS GROUP LIFE INS - EMP GROUP HEALTH - GAP/GG DEP EMA DIRECTOR S FICA W/H	AMOUNT	AMOUI
		120210630019	10	001-000-110	GROUP HEALTH -GAP/GG	185.65	
		120210630020	01	001-000-110	ATTORNEYS	3467.67	
		120210630020	02	001-000-110	FICA W/H	188.99	
		120210630020	03	001-000-110	MEDICARE WITHOLDING	44.20	
		120210630020	0.4	001-000-110	RETIREMENT W/H	603.37	
		120210630020	05	001-000-110	GROUP HEALTH - BCBS	786.51	
		120210630020	06	001-000-110	GROUP LIFE INS - EMP	5.44	
		120210630020	07	001-000-110	GROUP HEALTH -GAP/GG	185.65	
		120210630021	01	001-000-110	ATTORNEYS	6303.60	
		120210630021	02	001-000-110	FICA W/H	376.97	
		120210630021	03	001-000-110	MEDICARE WITHOLDING	88.16	
		120210630021	04	001-000-110	RETIREMENT W/H	1096.82	
		120210630021	05	001-000-110	GROUP HEALTH - BCBS	786.51	
		120210630021	06	001-000-110	GROUP LIFE INS - EMP	5.04	
		120210630021	07	001-000-110	GROUP HEALTH -GAP/GG	185.65	
		120210630022	01	001-000-110	ELECTION COMMISION	3900.00	
		120210630022	02	001-000-110	FICA W/H	233.08	
		120210630022	0.3	001-000-110	MEDICARE WITHOLDING	54.51	
		120210630022	04	001-000-110	RETIREMENT W/H	104.40	
		120210630023	01	001-000-110	SHERIFF SALARY	7500.00	
		120210630023	02	001-000-110	DEPUTIES	4570.87	
		120210630023	0.3	001-000-110	OFFICE/CLERICAL	8440.42	
		120210630023	04	001-000-110	OFFICE CLERICAL OV	648.95	
		120210630023	05	001-000-110	MECHANIC SALARY	1899.56	
		120210630023	06	001-000-110	FICA W/H	1367.18	
		120210630023	07	001-000-110	MEDICARE WITHOLDING	319.75	
		120210630023	08	001-000-110	RETIREMENT W/H	3952 - 55	
		120210630023	09	001-000-110	GROUP HEALTH - BCBS	8651.61	
		120210630023	10	001-000-110	GROUP LIFE INS - EMP	50.40	
		120210630023	11	001-000-110	GROUP LIFE INS - OFF	6-44	
		120210630023	12	001-000-110	GROUP HEALTH -GAP/GG	2042.15	
		120210630024	01	001-000-110	MTC TRANSPORT OFFI	1028.42	
		120210630024	02	001-000-110	FICA W/H	62.62	
		120210630024	0.3	001-000-110	MEDICARE WITHOLDING	14.65	
		120210630024	04	001-000-110	RETIREMENT W/H	178.95	
		120210630024	0.5	001-000-110	GROUP MEDI-SUPPL	161.67	
		120210630024	0.6	001-000-110	GROUP MEDI-PART B	148.50	
		120210630024	07	001-000-110	GROUP MEDI-PART D	22.90	
		120210630027	01	001-000-110	JAIL ADMINISTRATOR	1912.50	
		120210630027	02	001-000-110	JAIL RECORDS CLERK	1797.12	
		120210630027	Ų.3	001-000-110	JAILORS SALARIES	10856.78	
		120210630027	04	001-000-110	KITCHEN MANAGER	1895.06	
		120210630027	0.5	001-000-110	DATEORS OVERTIME	2047.10	
		120210620027	0.0	001-000-110	FICA W/H	1075.10	
		120210630022	07	001-000-110	MEDICARE WITHOUDING	437.V/ 3149 61	
		120210630027	46	001-000-110	KETIKEMENT W/H	3149.DI	
		120210630027	10	001-000-110	CROUP TIPE THE - EMP	10224.QJ 246 13	
		120210630027	11	001-000-110	CHOOSE MENTER THE - CAR / CC	1232 04 TT:0#2	
		120210630027	11	001-000-110	DED EMA DIDECTOR C	2232.0%	
		120210630029	0.7	001-000-110	DEF EMA DIRECTOR S	414.JU	
		150510020058	U Z	001-000-110	FICH W/H	14.00	



CHECK		NUMBER							
NUMBER DATE	VENDOR NAME	NUMBER	LINE	# NUMBER	DESCRIPTION	AMOUNT	AMOU		
		120210630029	03	001-000-110	MEDICARE WITHOLDING	2.94			
		120210630029	04	001-000-110	RETIREMENT W/H	36.97			
		120210630036	01	097-000-110	911 DIRECTOR SALAR	416.66			
		120210630036	02	097-000-110	DISPATCHERS	8933.98			
		120210630036	0.3	097-000-110	DISPATCHER O/T	1087.48			
		120210630036	04	097-000-110	FICA W/H	613.23			
		120210630036	05	097-000-110	MEDICARE WITHOLDING	143.40			
		120210630036	06	097-000-110	RETIREMENT W/H	1579.69			
		120210630036	07	097-000-110	GROUP HEALTH - BCBS	5505.57			
		120210630036	0.8	097-000-110	GROUP LIFE INS - EMP	35.28			
		120210630036	09	097-000-110	GROUP HEALTH -GAP/GG	1299.55			
		120210630037	01	104-000-110	LAW LIBRARY- ADMIN	136.22			
		120210630037	02	104-000-110	FICA W/H	7.21			
		120210630037	03	104-000-110	MEDICARE WITHOLDING	1.69			
		120210630037	04	104-000-110	RETIREMENT W/H	23.70			
		120210630042	01	114-000-110	COORDINATOR/VOL.FI	375.09			
		120210630042	02	114-000-110	FICA W/H	23.26			
		120210630042	03	114-000-110	MEDICARE WITHOLDING	5.44			
		120210630042	04	114-000-110	RETIREMENT W/H	65.27			
		120210630049	01	161-000-110	ROAD LABORERS-HOUR	1658.88			
		120210630049	02	161-000-110	FICA W/H	97.84			
		120210630049	0.3	161-000-110	MEDICARE WITHOLDING	22.88			
		120210630049	04	161-000-110	RETIREMENT W/H	288.64			
		120210630049	05	161-000-110	GROUP HEALTH - BCBS	786.51			
		120210630049	06	161-000-110	GROUP LIFE INS - EMP	5.04			
		120210630049	07	161-000-110	GROUP HEALTH -GAP/GG	185.65			
		120210630050	01	162-000-110	ROAD LABORERS- HOU	2411.00			
		120210630050	02	162-000-110	FICA W/H	148.35			
		120210630050	03	162-000-110	MEDICARE WITHOLDING	34.70			
		120210630050	04	162-000-110	RETIREMENT W/H	419.51			
		120210630050	05	162-000-110	GROUP HEALTH - BCBS	786.51			
		120210630050	06	162-000-110	GROUP LIFE INS - EMP	5.04			
		120210630051	01	163-000-110	ROAD LABORERS- HOU	5813.60			
		120210630051	02	163-000-110	FICA W/H	354.74			
		120210630051	0.3	163-000-110	MEDICARE WITHOLDING	82.95			
		120210630051	04	163-000-110	RETIREMENT W/H	900.19			
		120210630051	0.5	163-000-110	GROUP HEALTH - BCBS	1573.02			
		120210630051	06	163-000-110	GROUP LIFE INS - EMP	10.08			
		120210630051	07	163-000-110	GROUP HEALTH -GAP/GG	371.30			
		120210630052	01	164-000-110	ROAD LABORERS- HOU	2345.00			
		120210630052	0.2	164-000-110	FICA W/H	145.11			
		120210630052	0.3	164-000-110	MEDICARE WITHOLDING	33.93			
		120210630052	04	164-000-110	RETIREMENT W/H	233.86			
		120210630052	0.5	164-000-110	GROUP HEALTH - BCBS	786.51			
		120210630052	06	164-000-110	GROUP LIFE INS - EMP	5.04			
		120210630052	0.7	164-000-110	GROUP HEALTH -GAP/GG	185.65			
		120210630053	01	165-000-110	ROAD LABORERS- HOU	4555.54			
		120210630053	02	165-000-110	FICA W/H	266.04			
		120210630053	03	165-000-110	MEDICARE WITHOLDING	62.22			
		120210630053	04	165-000-110	RETIREMENT W/H	623.89			
		120210630053	0.5	165-000-110	COOM DEALTH _ DODG	1573 02			

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	OUTH GENERAL COUNTY		GICE ACCOUNT CHECK				
NUMBER DATE	VENDOR NAME	NUMBER	LINE		ACCOUNT DESCRIPTION	TIUOMA	CHECK AMOUNT
		120210630053	06	165-000-110	GROUP LIFE INS - EMP	10.08	
		120210630053	07	165-000-110	GROUP HEALTH -GAP/GG	371.30	
		120210630056	01	400-000-110	SANITATION SALARY	3807.95	
		120210630056	02	400-000-110	FICA W/H	236.10	
		120210630056	03	400-000-110	MEDICARE WITHOLDING	55.22	
		120210630056	04	400-000-110	RETIREMENT W/H	662.58	
		120210630056	05	400-000-110	GROUP HEALTH - BCBS	786.51	
		120210630056	06	400-000-110	GROUP LIFE INS - EMP	5.04	
		120210630056	07	400-000-110	GROUP HEALTH -GAP/GG	185.65	
							274331.81
			** CH	ECK TOTAL FO	R BANK: BANCORP SOUTH GEN	ERAL COUNTY	574365.63

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	2 NBC- TRIAD GRANT ECK DATE	r sheriff dept vendor name	INVOICE NUMBER	LINE #			OUNT DESCRIPTION	AMOUNT	CHECK AMOUNT
104	6/24/2021 MS DEPT	F OF PUBLIC SAFETY	06/2021	01	035-900-	955 REFUN	D TO OTHERS	464.42	464.42
				** CHI	ECK TOTAL	FOR BANK	.: NBC- TRIAD GRANT%	SHERIFF DEPT	464.42

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MBER	DATE	VENDOR NAME	NUMBER		# NUMBER	ACCOUNT DESCRIPTION	AMOUNT	AMOUNT
1921	6/11/2021	WELL CARE	06/2021	01	687-000-136	DUE TO WELLCARE	15.20	15.20
1922	6/11/2021	CLEAR SPRING HEALTH	06/2021	01	687-000-139	DUE TO EMPLOYEES-PAR	14.50	14.50
1923	6/11/2021	WELL CARE	06/2021A	01	687-000-136	DUE TO WELLCARE	16.30	16.30
1924	6/11/2021	NEW YORK LIFE	06/2021	01	687-000-123	DUE TO NEW YORK LIFE	206.14	206.14
1925	6/11/2021	CIGNA HEALTH AND LIFE INS CO	06/2021	01	687-000-138	DUE TO CIGNA	957.33	957.33
1926	6/11/2021	COLONIAL LIFE	06/2021	01	687-000-126	DUE TO COLONIAL LIFE	157.20	157.20
1927	6/11/2021	AMERICAN FAMILY LIFE INS.CO.	06/2021	01	687-000-124	DUE TO AFLAC	389.22	389.22
1928	6/11/2021	BOSTON MUTUAL	06/2021	01	687-000-134	DUE TO BOSTON - LIFE	134.32	134.32
1929	6/11/2021	BOSTON MUTUAL	06/2021A	01	687-000-134	DUE TO BOSTON - LIFE	425.60	425.60
1930	6/11/2021	LIBERTY NATIONAL INS	06/2021	01	687-000-125	DUE TO LIBERTY NATIO	2439.62	2439.62
1931	6/11/2021	GULF GUARANTY	06/2021	01	687-000-135	DUE TO GULF GUARANTY	17246.71	17246.71
1932	6/11/2021	LIFE INSURANCE CO. OF ALABAM	06/2021	01	687-000-127	DUE TO LICOA	3105.42	3105.42
1933	6/21/2021	GAIL MYLES	06/2021	01	687-125-583	REFUNDS	671.50	671.50
					DGW MOMAT BOT	BANK: RENASANT BANK-	THOUGHNER ACCT	25779.06