

**Minutes of
Clay County Board of Supervisors
Regular Meeting
Thursday, July 8, 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, July, 8, 2021.

PRESENT:

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

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

County Residents

The following proceedings were had:

CALL TO ORDER/INVOCATION

The meeting was called to order by Sheriff Eddie Scott. The welcome was given by Supervisor Deanes with the invocation given by Supervisor Lynn Horton.

ADOPTION OF AGENDA

Supervisor Horton moved to adopt the agenda as presented.

The motion was seconded by Supervisor Lummus.

(Exhibit "A")

AMENDMENT OF AGENDA

Supervisor Davis moved to amend the agenda as presented.

The motion was seconded by Supervisor Horton.

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:

- Sheriff Scott requesting authority to travel

AUTHORIZE AND APPROVE THE COUNTY ENGINEER TO FILE APPLICATION FOR PROJECTS ON THE EMERGENCY ROAD AND BRIDGE PROGRAM

Supervisor Davis moved to authorize and approve the County Engineer to file applications for projects under the Emergency Road and Bridge Program for Palestine Road, Barton Ferry Road at Town Creek, and for the third project to be filed under the LSBP Bridge program.

The motion was seconded by Supervisor Horton.

AUTHORIZE AND APPROVE THE COUNTY ENGINEER TO FILE THE RESOLUTION OF PALESTINE ROAD OVER STANDING REED CREEK AND BARTON FERRY ROAD AND TOWN CREEK TO THE EMERGENCY ROAD AND BRIDGE REPAIR FUND WITH MS OFFICE OF STATE AID

Supervisor Davis moved to authorize and approve the County Engineer to file the Resolution of Palestine Road Bridge over Standing Reed Creek and Barton Ferry Road at Town Creek to the Emergency Road and Bridge Repair Fund with the MS Office of State Aid on behalf of this Board.

The motion was seconded by Supervisor Horton.

(Exhibit "B")

AUTHORIZE AND APPROVE PAYMENT FOR THE INVOICE ON THE YOKOHAMA BLVD SEWER EXTENSION PROJECT

Supervisor Davis moved to authorize and approve payment for the County's portion of the invoice on the Yokohama Blvd Sewer Extension Project with the ARC Grant paying \$10,119.90, the County and City splitting local matching portion, with each entity paying \$9,508.40, respectively.

The motion was seconded by Supervisor Horton.

(Exhibit "C")

AUTHORIZE AND APPROVE THE QUOTES OF FALCON CONTRACTING INC FOR ROAD MAINTENANCE TO BE COMPLETED ON BERRY ROAD, THOMPSON ROAD, AND DIXIE ROAD

Supervisor Chandler moved for this board to approve and award the quote of road maintenance and repair work to be performed on Dixie Road, Berry Road, and Thompson Road in the amount of \$35,966.00 to Falcon Contracting Inc.

The motion was seconded by Supervisor Horton.

(Exhibit "D")

AUTHORIZE AND APPROVE THE NON-COMPENSATED SPECIAL INVESTIGATOR CONTRACT BY AND BETWEEN TERRY WAYNE SCOTT, AND CLAY COUNTY MISSISSIPPI

Supervisor Horton moved to authorize and approve the Sheriff to execute the Non-Compensated Special Investigator Contract by and between Terry Wayne Scott, and Clay County Mississippi.

The motion was seconded by Supervisor Davis.

(Exhibit "E")

AUTHORIZE AND APPROVE THREE SHERIFF DEPUTY INVESTIGATORS TO ATTEND THE ROCIC HOMICIDE CONFERENCE HELD AUGUST 15-18, 2021 IN BILOXI, MS AT THE GOLDEN NUGGET

Supervisor Davis moved to authorize and approve for the three Sheriff Deputies Investigators to attend the ROCIC Homicide Conference held August 15-18, 2021 in Biloxi, MS at the Golden Nugget.

The motion was seconded by Supervisor Horton.

(Exhibit "F")

AUTHORIZE AND APPROVE THE GEM OPERATING SYSTEM UPGRADE IN THE AMOUNT OF \$3,949.00 AND FOR THE SAID CHARGE TO BE PAID FROM THE ELECTION SUPPORT FUND

Supervisor Lummus moved to authorize and approve the GEM Operating System upgrade in the amount of \$3,949.00 and for the said charge to be paid from the Election Support Fund.

The motion was seconded by Supervisor Davis.

(Exhibit "G")

AUTHORIZE AND APPROVE THE ANNUAL COMPUTER SOFTWARE SUPPORT AGREEMENT WITH THE DELTA COMPUTER SYSTEMS INC FOR THE CHANCERY CLERK'S OFFICE LAND RECORD COMPUTER SYSTEM

Supervisor Lummus moved to authorize and approve the annual computer software support agreement with the Delta Computer Systems Inc for the Chancery Clerk's Office Land Record Computer System.

The motion was seconded by Supervisor Horton.

(Exhibit "H")

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

Supervisor Davis moved to authorize and approve payment to the Constables for Net Monthly Gross Fee Income for the month of June 2021.

The motion was seconded by Supervisor Horton.

(Exhibit "I")

AUTHORIZE AND APPROVE PAYMENT TO THE GOLDEN TRIANGLE LINK FOR SPECIAL SERVICES

Supervisor Horton moved to authorize and approve payment to the Golden Triangle LINK for Special Services as outlined in the attached invoices in the amount of \$133.34 and \$350.00 and further, for the Clerk to bill the City of West Point for their one-half portion.

The motion was seconded by Supervisor Lummus.

(Exhibit "J")

AUTHORIZE AND APPROVE TRAVEL FOR TREVA HODGE AND CHARLOTTE JONES TO JACKSON, MS FOR TRAINING ON THE DEBT SET OFF PROGRAM FOR JUSTICE COURT

Supervisor Lummus moved to authorize and approve travel for Treva Hodge and Charlotte Jones to Jackson, MS for training on the Debt Service Set Off Collection Program for Justice Court.

The motion was seconded by Supervisor Horton.

(Exhibit "K")

AUTHORIZE AND APPROVE THE COPIER CONTRACT FOR JUSTICE COURT WITH J. T. RAY COMPANY IN THE AMOUNT OF \$139.00 PER MONTH

Supervisor Lummus moved to authorize and approve the copier contract for Justice Court Office with J. T. Ray Company in the amount of \$139.00 per month as recommended by the Justice Court Clerk.

The motion was seconded by Supervisor Horton.

(Exhibit "L")

AUTHORIZE AND APPROVE THE MONTHLY DEPARTMENTAL REPORTS

Supervisor Lummus moved to authorize and approve all of the monthly Departmental Reports as presented and as submitted to this Board, to-wit;

Beth Cummings- Departmental Human Services
Susan Lippincott – Circuit Court Drug Court
B. J. McClenton – Volunteer Fire Coordinator and
Clay County Extension office
Amy Berry- Chancery Clerk
Treva Hodge – Personnel Manager and I/T Administrator
(Report Submitted)

The motion was seconded by Supervisor Davis.

(Exhibit "M")

AUTHORIZE AND APPROVE TO GO INTO CLOSED SESSION

Supervisor Horton 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 POTENTIAL LITIGATION 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 potential litigation matter.

The motion was seconded by Supervisor Horton.

AUTHORIZE AND APPROVE TO COME OUT OF EXECUTIVE SESSION

Supervisor Lummus move to come out of Executive Session

The motion was seconded by Supervisor Horton.

The Board of Supervisors finished meeting by 10:30, in order to participate in the Golden Triangle Planning and Development District's annual Advisory Board meeting.

RECESS

Supervisor Lummus moved to recess until Thursday, July 15, 2021 at 9:00 a.m. at the Clay County Courthouse.

The motion was seconded by Supervisor Horton.

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

SO ORDERED, this the 8th day of July, 2021.



Shelton L. Deanes

SHELTON L. DEANES, PRESIDENT
CLAY COUNTY
BOARD OF SUPERVISORS

ATTEST:

Amy G. Berry

AMY G. BERRY, CHANCERY CLERK
CLERK OF THE BOARD

EXHIBIT A



**Clay County Board of Supervisors
Agenda for Meeting
Thursday, July 8, 2021, at 9:00 a.m.**

Call to Order

Welcome and Prayer

Adopt and Amend Agenda

Robert Calvert, *Calvert Spradling Engineers*

- o Filing of Emergency Road and Bridge Applications

Phyllis Benson, *Golden Triangle Planning & Development District*

- o Authorize and approve for payment invoices for West Point/Clay County Prairie Belt Power Site, \$29,136.70
 - ARC \$10,119.90
 - Clay County \$ 9,508.40
 - City of West Point \$9,508.40

Joe Chandler, *Supervisor District 5*

- o Road Repair Quotes

Amy Berry, *Chancery Clerk*

- o Authorize and approve the GEM Operating System upgrade in the amount of \$3,949.00 to be paid from the Election Support Fund
- o Authorize and approve the Annual Computer Software Support Agreement with Delta Computer Systems Inc for the Chancery Clerk's Office
- o Authorize and approve Constables Net Monthly Gross Fee Income for June 2021
- o Authorize and Approve invoices for payment with the LINK for special services and for the Clerk to request reimbursement from the City of West Point for one-half portion, \$133.34 and \$350.00

Monthly Departmental Reports

Other Business or Amendments

Annual Golden Triangle Planning and Development District Advisory Committee meeting at **10:30** to review grants and services taken place in Clay County during year 2021

Recess until Thursday, July 15, 2021 at 9:00 a.m. at the Clay County Courthouse

Amendments

EXHIBIT B

NO. _____

**IN THE MATTER OF AUTHORIZING AND APPROVING THE COUNTY ENGINEER
TO SUBMIT THE PALESTINE ROAD BRIDGE OVER STANDING REED CREEK TO
THE EMERGENCY ROAD AND BRIDGE REPAIR APPLICATION FUND FOR
FUNDING CONSIDERATION**

There came on this day for consideration the matter of authorizing and approving the County Engineer to submit the Palestine Road Bridge over Standing Reed Creek to the Emergency Road and Bridge Repair Application Fund for funding consideration.

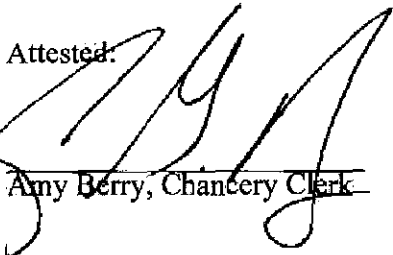
Whereas, it appears to this Board the MS Department of Transportation is taking applications to fund certain infrastructure projects for bridges through the Emergency Road and Bridge Repair Fund.

And whereas, the County Engineer is recommending to this Board for consideration the Palestine Road Bridge over Standing Reed Creek due to the deficient and low weight posting status of this bridge.

Therefore, after motion duly made and seconded, this Board doth vote unanimously to authorize and approve the County Engineer to submit the Palestine Road Bridge over Standing Reed Creek, (BR13-29), for application to the Emergency Road and Bridge Repair Fund for funding consideration to the MS Department Transportation.

SO ORDERED this the 8th day of July, 2021.

Attested:


Amy Berry, Chancery Clerk


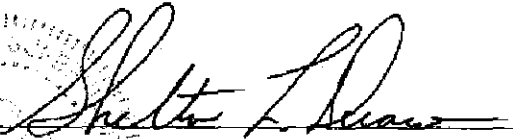


Shelton Deanes, President

Exhibit I
Resolution of Board
to Submit Application

NO. _____

**IN THE MATTER OF AUTHORIZING AND APPROVING THE COUNTY ENGINEER
TO SUBMIT THE BARTON FERRY ROAD BRIDGE OVER TOWN CREEK TO
THE EMERGENCY ROAD AND BRIDGE REPAIR APPLICATION FUND FOR
FUNDING CONSIDERATION**

There came on this day for consideration the matter of authorizing and approving the County Engineer to submit the Barton Ferry Road Bridge over Town Creek to the Emergency Road and Bridge Repair Application Fund for funding consideration.

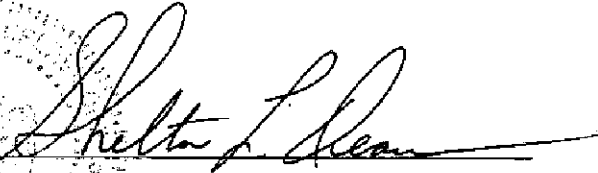
Whereas, it appears to this Board the MS Department of Transportation is taking applications to fund certain infrastructure projects for bridges through the Emergency Road and Bridge Repair Fund.

And whereas, the County Engineer is recommending to this Board for consideration the Barton Ferry Road Bridge over Town Creek due to the deficient and low weight posting status of this bridge.

Therefore, after motion duly made and seconded, this Board doth vote unanimously to authorize and approve the County Engineer to submit the Barton Ferry Road Bridge over Town Creek, (BR13-72), for application to the Emergency Road and Bridge Repair Fund for funding consideration to the MS Department Transportation.

SO ORDERED this the 8th day of July, 2021.




Shelton Deanes, President

Attested:

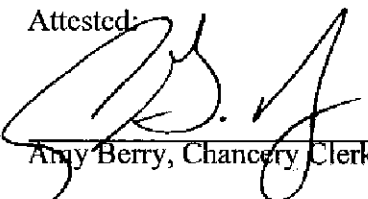
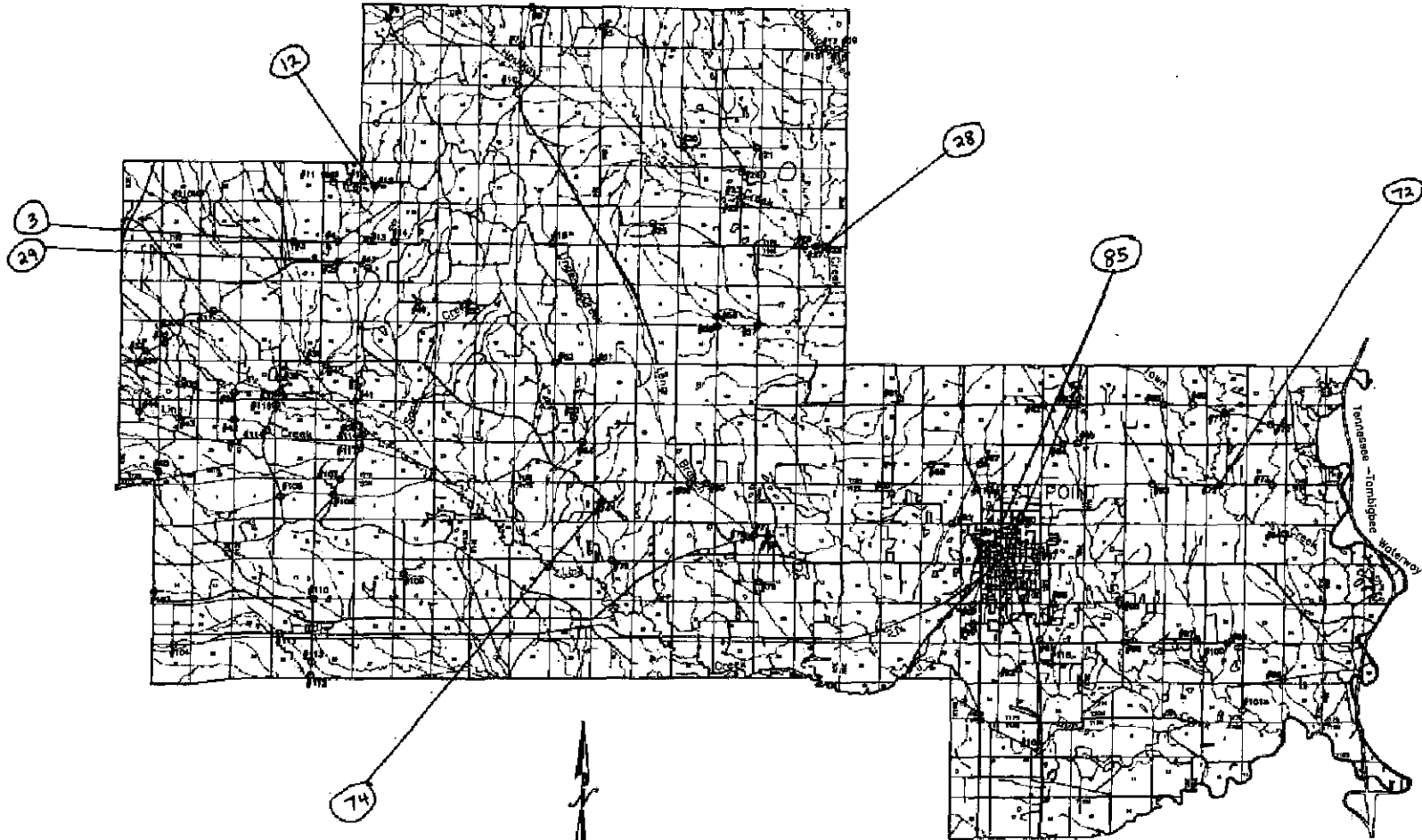

Amy Berry, Chancery Clerk

Exhibit I
Resolution of Board
to Submit Application



SCALE: 1" = 7000'

CALVERT - SPRAZLING ENGINEERS, INC.
 Consulting Engineers
 P. O. Drawer 8072 • Ocean Springs, Alabama 36564-1202
 and Tallahassee, Florida 32304

**CLAY COUNTY
 BRIDGE POSTING**

**CLAY COUNTY,
 MISSISSIPPI**

DESIGNED/DRAWN BY: S.C.	SHEET NO. 1 OF 1
DRAWN BY: S.C.	
CHECKED BY: S.C.	
DATE: 2-21-99	

890128/CLAY

EXHIBIT C

Memorandum

To: City of West Point & Clay County
From: Phylis Benson, Golden Triangle Planning & Development District
Date: June 28, 2021
Re: Yokohama Blvd Sewer Extension – ARC SAAW

Utilizing Appalachian Regional Commission (ARC) Grant #MS-17623 (RFC #5), in addition to matching funds provided by the City of West Point and Clay County, the following invoice will be disbursed as follows:

Vendor	Invoice #	ARC MS-17623	Clay County	City of West Point	TOTAL
Golden Triangle PDD					
Calvert-Spradling Engineers	9615	\$3,369.75	\$ 244.50	\$ 244.50	\$ 3,858.75
DNA Underground LLC	PP #4	\$6,750.15	\$9,263.90	\$9,263.90	\$25,277.95
TOTAL		\$10,119.90	\$9,508.40	\$9,508.40	\$29,136.70

Please be reminded that ARC funds must be disbursed within three (3) days of receipt. A copy of the check and deposit slip should be filed with this office.

Should you have any questions or need additional information, please contact this office at (662) 320-2007.

Request for Cash

Section A: General Information		Section B: Project Information		Services Rendered: Beginning	2/24/2021	Thru	6/23/2021
Program Name	ARC	Contract No.	MS-17623	Accomplishment Narrative: Construction 100% Complete			
Recipient	City of West Point	Request No.	#5				
Address	P. O. Box 1117	Project No.	MS-17623				
City, State, Zip	West Pt, MS 39773	Final RFC	NO				

Section C: Request Per Activity									MDA Use Only
Line Items	Vendor	Invoice #	Total Invoice	Amount of This Request	Match	Amount Budgeted	Amount Requested to Date	Balance	Activity No.
General Admin	GTPDD					\$ 6,000.00	\$ -	\$ 6,000.00	
App Prep (CDBG Only)								\$ -	
Total Administration			\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00	
Engineering/Architectural	Calvert-Spradling Eng	9615	\$ 3,858.75	\$ 3,369.75	\$ 489.00	\$ 62,500.00	\$ 62,500.00	\$ -	
Total Engineering/Architectural			\$ 3,858.75	\$ 3,369.75	\$ 489.00	\$ 62,500.00	\$ 62,500.00	\$ -	
Contingencies	DNA Underground, LLC	PP #4/Final	\$ 25,277.95	\$ 6,750.15	\$ 18,527.80	\$ 27,900.00	\$ 13,307.20	\$ 14,592.80	
Total Contingencies			\$ 25,277.95	\$ 6,750.15	\$ 18,527.80	\$ 27,900.00	\$ 13,307.20	\$ 14,592.80	
Construction	DNA Underground, LLC					\$ 403,600.00	\$ 403,600.00	\$ -	
Total Construction			\$ -	\$ -	\$ -	\$ 403,600.00	\$ 403,600.00	\$ -	
GRAND TOTAL			\$ 29,136.70	\$ 10,119.90	\$ 19,016.80	\$ 500,000.00	\$ 479,407.20	\$ 20,592.80	

Cumulative Program Expenditures \$ 479,407.20

Cumulative Matching Expenditures \$102,351.80

Required Match %: 20%

I Herby Certify That (a) the services covered by this request have not been received from the Federal / State Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements. I Herby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory

Signature of Authorized Official: *Harmon A. Robbin* Prepared By Phylis W. Benson, GTPDD Date 6/28/2021

Harmon A. "Robbie" Robinson, Ma Date 6/28/2021 662-320-2007
 Typed Name and Title of Authorized Official Preparer's Telephone No.

To be completed by MDA Authorized Official

APPROVED BY: _____ Date _____
 Signature, Authorized MDA Representative

IDIS Voucher No.	Vendor No.	Fund No.	Cost Center	Expense	Rev. 2021
					MDA Staff

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EXPENDITURE REPORT #5

City of West Point
 for
 Power Belt Industrial Site Sewer Extension
 CSE# 218163

June 23, 2021

	THIS MONTH	TOTAL TO DATE	BUDGET
NA Underground Construction	25,277.95	505,559.00	505,559.00 *
	\$ 25,277.95	\$ 505,559.00	\$ 505,559.00
Engineering	2,673.75	46,500.00	46,500.00
Inspection	1,185.00	23,700.00	23,700.00
Survey (Easements)		3,000.00	3,000.00
Environmental		3,000.00	3,000.00
Administration			25,000.00
Contingencies			18,241.00
TOTAL COST	\$ 29,136.70	\$ 581,759.00	\$ 625,000.00

Includes Change Order #1

Funding:

ARC \$ 625,000.00

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

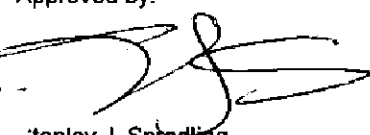
City of West Point
P. O. Box 1117
West Point, MS 39773

Invoice number 9615
Date 06/23/2021

Project 218-163 WEST POINT - SEWER EXT -
YOKOHAMA BLVD (SAAW GRANT)

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
01 Design	32,550.00	100.00	32,550.00	32,550.00	0.00
02 Bid	4,650.00	100.00	4,650.00	4,650.00	0.00
03 Construction	6,975.00	100.00	6,626.25	6,975.00	348.75
04 As-Builts	2,325.00	100.00	0.00	2,325.00	2,325.00
40 Inspection	23,700.00	100.00	22,515.00	23,700.00	1,185.00
05 Survey (Easements)	3,000.00	100.00	3,000.00	3,000.00	0.00
05 Environmental	3,000.00	100.00	3,000.00	3,000.00	0.00
Total	76,200.00	100.00	72,341.25	76,200.00	3,858.75

Invoice total 3,858.75

Approved by:

Stanley J. Spradling

Application Period: 2/21/21 - 3/19/21	Application Date: 4/7/2021
To (Owner): City of West Point	From (Contractor): DNA Underground LLC
Project: Yokohama Boulevard Sewer Extension	Via (Engineer): Calvert - Spradling Engineers
Owner's Contract No.:	Contractor's Project No.:
	Engineer's Project No.: 21816J ARC#MS-17623

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1	\$4,600.00	
TOTALS	\$4,600.00	
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$	\$500,959.00
2. Net change by Change Orders.....	\$	\$4,600.00
3. Current Contract Price (Line 1 + 2).....	\$	\$505,559.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$505,559.00
5. RETAINAGE:		
a. X \$505,559.00 Work Completed.....	\$	
b. 5% X _____ Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$505,559.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$480,281.05
8. AMOUNT DUE THIS APPLICATION.....	\$	\$25,277.95
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: Michelle Dulstra Date: 4/8/21

Payment of: \$ 25,277.95
(Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] 6-23-21
(Engineer) (Date)

Payment of: \$ 25,277.95
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract) Yokohama Boulevard Sewer Extension							Application Number 4 - Retainage							
Application Period: 2/21/21 - 3/19/21							Application Date: 7-Apr-21							
A					B	C	E	C	D	E	F			
Bid Item No.	Item Description	Contract Information			Total Value of Item (\$)	Quantity Previous App	Value Previous	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored	Total Completed and Stored to Date (E-F-G)	% (H/B)	Balance to Finish (H)	IB
		Item Quantity	Units	Unit Price										
Base Bid														
1	Seeding and Erosion Controls	2801	LF	\$9.00	\$ 25,209.00	2801	\$ 25,209.00				\$25,209.00	100.0%	\$	-
2	12" PVC Sewer Main (SDR 26)(0'-8' Cut)	130	LF	\$70.00	\$ 9,100.00	130	\$ 9,100.00				\$9,100.00	100.0%	\$	-
3	12" PVC Sewer Main (SDR 26)(6'-8' Cut)	200	LF	\$75.00	\$ 15,000.00	200	\$ 15,000.00				\$15,000.00	100.0%	\$	-
4	12" PVC Sewer Main (SDR 26)(8'-10' Cut)	250	LF	\$80.00	\$ 20,000.00	250	\$ 20,000.00				\$20,000.00	100.0%	\$	-
5	12" PVC Sewer Main (SDR 26)(10'-12' Cut)	250	LF	\$90.00	\$ 22,500.00	250	\$ 22,500.00				\$22,500.00	100.0%	\$	-
6	12" PVC Sewer Main (SDR 26)(12'-14' Cut)	250	LF	\$100.00	\$ 25,000.00	250	\$ 25,000.00				\$25,000.00	100.0%	\$	-
7	12" DIP Sewer Main (CL350)(0'-6' Cut)	20	LF	\$120.00	\$ 2,400.00	20	\$ 2,400.00				\$2,400.00	100.0%	\$	-
8	12" DIP Sewer Main (CL350)(14'-16' Cut)	550	LF	\$158.00	\$ 86,900.00	550	\$ 86,900.00				\$86,900.00	100.0%	\$	-
9	12" DIP Sewer Main (CL350)(16'-18' Cut)	250	LF	\$168.00	\$ 42,000.00	250	\$ 42,000.00				\$42,000.00	100.0%	\$	-
10	12" DIP Sewer Main (CL350)(18'-20' Cut)	200	LF	\$187.00	\$ 37,400.00	200	\$ 37,400.00				\$37,400.00	100.0%	\$	-
11	12" DIP Sewer Main (CL350)(20'-22' Cut)	250	LF	\$196.00	\$ 49,000.00	250	\$ 49,000.00				\$49,000.00	100.0%	\$	-
12	12" DIP Sewer Main (CL350)(22'-24' Cut)	150	LF	\$205.00	\$ 30,750.00	150	\$ 30,750.00				\$30,750.00	100.0%	\$	-
13	12" DIP Sewer Main (CL350)(24'-26' Cut)	300	LF	\$215.00	\$ 64,500.00	300	\$ 64,500.00				\$64,500.00	100.0%	\$	-
14	4' Diameter Manhole (0'-6' Cut)	0	Each	\$3,800.00	\$ -		\$ -						\$	-
15	4' Diameter Manhole (6'-8' Cut)	1	Each	\$4,300.00	\$ 4,300.00	1	\$ 4,300.00				\$4,300.00	100.0%	\$	-
16	4' Diameter Manhole (8'-10' Cut)	0	Each	\$4,900.00	\$ -		\$ -						\$	-
17	4' Diameter Manhole (10'-12' Cut)	1	Each	\$5,500.00	\$ 5,500.00	1	\$ 5,500.00				\$5,500.00	100.0%	\$	-
18	4' Diameter Manhole (12'-14' Cut)	0	Each	\$6,200.00	\$ -		\$ -						\$	-
19	4' Diameter Manhole (14'-16' Cut)	1	Each	\$6,850.00	\$ 6,850.00	1	\$ 6,850.00				\$6,850.00	100.0%	\$	-
20	4' Diameter Manhole (16'-18' Cut)	1	Each	\$7,850.00	\$ 7,850.00	1	\$ 7,850.00				\$7,850.00	100.0%	\$	-
21	4' Diameter Manhole (18'-20' Cut)	0	Each	\$8,500.00	\$ -		\$ -						\$	-
22	4' Diameter Manhole (20'-22' Cut)	1	Each	\$9,100.00	\$ 9,100.00	1	\$ 9,100.00				\$9,100.00	100.0%	\$	-
23	4' Diameter Manhole (22'-24' Cut)	1	Each	\$9,800.00	\$ 9,800.00	1	\$ 9,800.00				\$9,800.00	100.0%	\$	-
24	4' Diameter Manhole (24'-26' Cut)	1	Each	\$10,300.00	\$ 10,300.00	1	\$ 10,300.00				\$10,300.00	100.0%	\$	-
25	Connect Proposed Sewer Main to Existing Manhole	1	Each	\$3,700.00	\$ 3,700.00	1	\$ 3,700.00				\$3,700.00	100.0%	\$	-
26	Raise Existing 4' Diameter Manhole 3'	6	Each	\$2,300.00	\$ 13,800.00	6	\$ 13,800.00				\$13,800.00	100.0%	\$	-
CO1	Add Additional V.F. of manholes riser sections to MH#7, 10, 11, and 12	1	LS	\$ 4,600.00	\$ 4,600.00	1	\$ 4,600.00				\$4,600.00	100.0%	\$	-

321

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

Bond No. 43BCSIJ4586

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

City of West Point
P. O. Box 1117
West Point, MS 39773

CONTRACT FOR: Same as Below

PROJECT:
(Name and address)

CONTRACT DATED: October 12, 2020

Yokohama Boulevard Sewer Extension

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155-0001

, SURETY,

on bond of
(Insert name and address of Contractor)

DNA Underground LLC
16101 S. Swan Road
Gulfport, MS 39503

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of West Point
P. O. Box 1117
West Point, MS 39773


, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: April 7, 2021
(Insert in writing the month followed by the numeric date and year.)

Hartford Fire Insurance Company

(Surety)

By: 

(Signature of authorized representative)

Stephen Wesley Price, Jr. Attorney-in-Fact

(Printed name and title)

Resident MS Agent Fisher Brown Bottrell

Attest:
(Seal):

Brody Buckley



G707-1994

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
Bond T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835)

Agency Code: SurePath

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

aving their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

Stephen Wesley Price, Jr. of Jackson, MS

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 43BCSIJ4586 on behalf of DNA Underground LLC

naming

as Obligee in the amount of See Bond Form

on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

} ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 7, 2021

Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President

**AFFIDAVIT CERTIFYING
PAYMENT TO ALL SUBCONTRACTOR AND SUPPLIERS**

I acknowledge that, pursuant to Miss. Code Ann. §31-5-25 and H.B. 1562, Laws of 2002, that I am required to submit monthly certification indicating payments to subcontractors and/or suppliers on prior payment request. I, the undersigned Contractor, do hereby certify that I have paid the following amounts to subcontractors and/or suppliers for Work which has been performed and incorporated into previous Partial Payment Requests which were issued and payment received from the Owner on the project listed below. I understand that this document must be submitted on a monthly basis after the submittal, approval and payment of Partial Payment Request #1. I understand that the OWNER reserves the right to require me, the undersigned, to provide verification of payment and/or additional information.

Project Name and Number YOKOHAMA BOULEVARD SEWER EXTENSION ARC#MS-17623

Subcontractor _____ Amount _____

Subcontractor _____ Amount _____

Subcontractor _____ Amount _____

Subcontractor _____ Amount _____

Subcontractor _____ Amount _____

Subcontractor _____ Amount _____

Subcontractor _____ Amount _____

Subcontractor _____ Amount _____

Supplier Lee's Precast Concrete, Inc Amount \$5,991.75
 Supplier Ferguson Waterworks Amount \$1,170.82
 Supplier _____ Amount _____
 Supplier _____ Amount _____
 Supplier _____ Amount _____
 Supplier _____ Amount _____
 Supplier _____ Amount _____

(Attach additional list of subcontractors and/or suppliers with amounts if necessary)

Contractor Name and Title: DNA Underground, LLC

Contractor Certificate of Responsibility Number: 20907-MC

Contractor Signature [Signature] Date 4/9/21

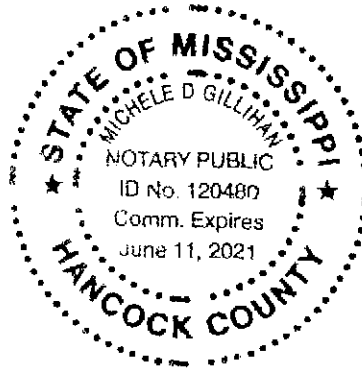
STATE OF MISSISSIPPI
 COUNTY OF Harrison

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned notary public,
 this the 9 day of April, 2021.

[Signature]
 NOTARY PUBLIC

My commission expires:

June 11, 2021



Program Name ARC
Recipient City of West Point
Address P. O. Box 1117
City, State, Zip West Pt. MS 39773
Contract No. MS-17623
Request No. #5
Project No. MS-17623
Final RFC NO

Services Rendered: Beginning _____ Thru _____
Accomplishment Narrative: Construction 100% Complete

Section C: Request Per Activity									MDA Use Only
Line Items	Vendor	Invoice #	Total Invoice	Amount of This Request	Match	Amount Budgeted	Amount Requested to Date	Balance	Activity No.
General Admin	GTPDD					\$ 6,000.00	\$ -	\$ 6,000.00	
App Prep (CDBG Only)								\$ -	
Total Administration			\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00	
Engineering/Architectural	Calvert-Spradling Eng	9615	\$ 3,858.75	\$ 3,369.75	\$ 489.00	\$ 62,500.00	\$ 62,500.00	\$ -	
Total Engineering/Architectural			\$ 3,858.75	\$ 3,369.75	\$ 489.00	\$ 62,500.00	\$ 62,500.00	\$ -	
Contingencies	DNA Underground, LLC	PP #4/Final	\$ 25,277.95	\$ 6,750.15	\$ 18,527.80	\$ 27,900.00	\$ 13,307.20	\$ 14,592.80	
Total Contingencies			\$ 25,277.95	\$ 6,750.15	\$ 18,527.80	\$ 27,900.00	\$ 13,307.20	\$ 14,592.80	
Construction	DNA Underground, LLC					\$ 403,600.00	\$ 403,600.00	\$ -	
Total Construction			\$ -	\$ -	\$ -	\$ 403,600.00	\$ 403,600.00	\$ -	
GRAND TOTAL			\$ 29,136.70	\$ 10,119.90	\$ 19,016.80	\$ 500,000.00	\$ 479,407.20	\$ 20,592.80	

Cumulative Program Expenditures \$ 479,407.20 Cumulative Matching Expenditures \$102,351.80

Required Match %: 20%

I Hereby Certify That (a) the services covered by this request have not been received from the Federal / State Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements. I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory

Signature of Authorized Official: Harmon A. "Robbie" Robinson Prepared By Phylis W. Benson, GTPDD Date 6/28/2021
 Harmon A. "Robbie" Robinson, Ma Date 6/28/2021 662-320-2007
Typed Name and Title of Authorized Official Preparer's Telephone No

To be completed by MDA Authorized Official

APPROVED BY: _____ Signature, Authorized MDA Representative Date _____ Rev. 2021

IDIS Voucher No.	Vendor No.	Fund No.	Cost Center	Expense	MDA Staff

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EXHIBIT D

Falcon Contracting Co., Inc.

-----P.O. Box 5044-----

1500 Moss Street
Columbus, MS 39704-5044
662-327-2053

****PROPOSAL****

Submitted To: Clay Co. Dist. 5	Date of Proposal: July 2, 2021
Address:	City, State, & Zip:
Attention: Mr. Joe Chandler	Phone/Fax: 662- 295-3240 / 662-492-4059
Job Name: Co. Rd. Repair	Job Location: West Point, MS

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

Berry Road Reclamation

1. Mill in place about 4.0" deep existing paved road.
2. Mix thoroughly to a good workable blend..
3. Go over the milled road with a rubber tire roller to get proper compaction.
4. Professional clean up.

Unit Price = 1,711 sy @ \$2.00 / sy = \$3,422.00

-This price is valid for thirty (30) days.

Thank you for the opportunity to quote this work.

Sincerely,

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

Accepted: _____
Date: _____

Customer shall be responsible for and shall pay all attorney s fees, collection fees, interest or other costs and expenses incurred by Falcon Contracting Company, Inc. as a result of any breach or failure to comply with the provisions of this agreement/proposal.

Falcon Contracting Co., Inc.

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

*****PROPOSAL*****

Submitted To: Clay Co. Dist. 5	Date of Proposal: July 2, 2021
Address:	City, State, & Zip:
Attention: Mr. Joe Chandler	Phone/Fax: 662- 295-3240 / 662-492-4059
Job Name: Co. Rd. Repair	Job Location: West Point, MS

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

Thompson Road Reclamation

1. Mill in place about 4.0" deep existing paved road.
2. Mix thoroughly to a good workable blend..
3. Go over the milled road with a rubber tire roller to get proper compaction.
4. Professional clean up.

Unit Price = 6,616 sy @ \$2.00 / sy = \$13,232.00

-This price is valid for thirty (30) days.

Thank you for the opportunity to quote this work.

Sincerely,

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

Accepted: _____
Date: _____

Customer shall be responsible for and shall pay all attorney s fees, collection fees, interest or other costs and expenses incurred by Falcon Contracting Company, Inc. as a result of any breach or failure to comply with the provisions of this agreement/proposal.

Falcon Contracting Co., Inc.

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

****PROPOSAL****

Submitted To: Clay Co. Dist. 5	Date of Proposal: July 2, 2021
Address:	City, State, & Zip:
Attention: Mr. Joe Chandler	Phone/Fax: 662- 295-3240 / 662-492-4059
Job Name: Co. Rd. Repair	Job Location: West Point, MS

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

Dixie Road Reclamation

1. Mill in place about 4.0" deep existing paved road.
2. Mix thoroughly to a good workable blend..
3. Go over the milled road with a rubber tire roller to get proper compaction.
4. Professional clean up.

Unit Price = 9,656 sy @ \$2.00 / sy = \$19,312.00

-This price is valid for thirty (30) days.

Thank you for the opportunity to quote this work.

Sincerely,

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

Accepted: _____
Date: _____

Customer shall be responsible for and shall pay all attorney s fees, collection fees, interest or other costs and expenses incurred by Falcon Contracting Company, Inc. as a result of any breach or failure to comply with the provisions of this agreement/proposal.

EXHIBIT E

**NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR CONTRACT
PURSUANT TO § 41-29-112 MISS. CODE ANN.
MADE BY AND BETWEEN
THE MISSISSIPPI BUREAU OF NARCOTICS,
TERRY WAYNE SCOTT, AND CLAY COUNTY SHERIFF'S OFFICE**

This document is a contract between the parties listed in Paragraph 1.0, entitled "Parties," to provide services or goods as specified in Paragraph 2.0, entitled "Scope of Work."

1.0 PARTIES

The parties to this contract are the MISSISSIPPI BUREAU OF NARCOTICS, hereinafter referred to as "MBN" and generally as "State;" TERRY WAYNE SCOTT., hereinafter referred to as SCOTT and generally as "SCI;" and CLAY COUNTY SHERIFF'S OFFICE, hereinafter referred to as CLAY COUNTY SO and generally as "EMPLOYER."

2.0 SCOPE OF WORK

All services listed in this statement are to be performed by SCOTT unless otherwise noted.

2.1 Goal

Pursuant to § 41-29-112 Miss. Code Ann., the Director of the MBN desires the services and benefits of a Special Contract Investigator to detect and apprehend violators of the criminal statutes pertaining to the possession, sale or use of narcotics or other dangerous drugs. Employer desires SCI to be appointed as a non-compensated Special Contract Investigator to supports its local law enforcement efforts.

2.2 Scope of Work

2.2.1 SCI will be known and will identify himself/herself as a Special Contract Investigator for the MBN when acting under his/her authority as a non-compensated Special Contract Investigator for the MBN.

2.2.2 SCI agrees and promises to perform services and duties as assigned by the Director of the MBN, or his designee. Such services and duties to be assigned SCI shall be consistent with the accomplishment of the intent, purpose and objective of the Mississippi Controlled Substances Law, Section 41-219-101, et. seq. of the Mississippi Code of 1972, as amended. SCI will be assigned duties and have authority to act in cases related to drug investigations with the MBN.

2.2.3 SCI agrees to faithfully perform the duties assigned to him/her by the Bureau to the best of his/her ability. Further, SCI agrees to keep inviolate the confidences, secrets, and non-public information of the MBN, whether written or oral, and will not communicate same in any way unless authorized to do so.

2.2.4 SCI agrees that the performance of the duties assigned to him/her under this contract shall be conducted without conflict with his/her employment by any other federal, state, or local government agency. Duties performed and time devoted in furtherance of this contract shall not interfered with, nor substitute for, the regular employment or the duties of SCI if otherwise employed or officially appointed.

- 2.2.5 SCI agrees to following Bureau methods and procedures to include: field testing, chain of custody, evidence handling, case reporting and handling of public funds. The MBN agrees to train SCI in such Bureau methods and procedures.
- 2.2.6 SCI agrees that he/she will not participate in drug enforcement activities outside the jurisdiction of his/her regular employment except under the direct supervision, direction and control of the Director of the Mississippi Bureau of Narcotics or his designee.
- 2.2.7 SCI shall have the authority to arrest when acting under the scope of this contract.
- 2.2.8 SCI shall, as a condition to appointment as a SCI, meet the same requirement imposed on a Bureau agent regarding background investigation, work history, polygraph examination, urinalysis and similar requirements, but shall be exempt from age requirements and limitations provided, however, that SCI is not less than eighteen (18) years of age.
- 2.2.9 SCI understands that he/she may be subject to random urinalysis testing and/or polygraph testing at the option of the Commissioner of the Mississippi Department of Public Safety or his designee.
- 2.2.10 SCI agrees to provide the MBN on demand with information required to conduct a background investigation, satisfactory results of polygraph and urinalysis testing from sources acceptable to the MBN.

3.0 ELIGIBILITY

3.1 Certified Law Enforcement Officer

SCI covenants as an express condition of his/her eligibility to become a non-compensated Special Contract Investigator that he/she is qualified to be a Mississippi Law Enforcement Officer under the provisions of § 45-6-11 Miss. Code Ann. and holds a valid professional certificate issued by the Board of Law Enforcement Officer Standards and Training.

3.2 Firearms Qualification

SCI must complete firearms training and meet standards, as required by MBN, such requalification to be conducted at least semi-annually, and such requalification to be the responsibility and at the cost of the SCI and his/her employer.

3.3 Non-MBN Employee

Pursuant to § 41-29-112 Miss. Code Ann., SCI shall not be considered an employee of the MBN for any purpose. SCI is a regular full-time employee of CLAY COUNTY SO (as well as being an SCI) and while functioning as a regular full-time employee of said Employer should be entitled to all rights, benefits, privileges, and responsibilities which accompany such employment.

4.0 STATUS OF SPECIAL CONTRACT INVESTIGATOR

4.1 No Entitlements of Employment with MBN

While functioning as a non-compensated Special Contract Investigator, SCI shall not be subject to the employment rules and regulations of the Fair Labor Standards Act, the Mississippi State Personnel Board, the Mississippi Department of Public Safety, the State of Mississippi (including but not limited to the Mississippi Public Employees Retirement System), and any Mississippi Law or Constitutional provisions specifically relating to public employment, as the above provisions apply to the MBN. While functioning as a non-compensated Special Contract Investigator, SCI shall not be entitled to participate in any group health or life insurance plan offered by the MBN or the State of Mississippi through the Bureau nor shall he/she be entitled by the contract to coverage by the Mississippi Workers' Compensation Commission as applicable to the MBN.

4.2 No Entitlement to Current or Future Employment

The relationship now being formed does in no way guarantee full employment either in the present or future for SCI now entering this agreement.

4.3 Independent Contractor

SCI shall be an independent contractor and not receive compensation from the Bureau.

4.4 Credentials

Badges, weapons, and other personal equipment will be furnished by the Employer. However, appropriate credentials will be furnished by the MBN for SCI.

4.5 Legal Representation

SCI shall retain the legal right to assert defenses available generally to law enforcement officers for any claim made against him/her. However, legal representation will not be afforded the SCI by the MBN for claims or criminal charges arising from the performance of duties under this agreement. Said representation must come from the Employer.

5.0 PERIOD OF PERFORMANCE

This contract shall commence on the date the contract is fully executed by all required signatories, notwithstanding the fact that this agreement may or may not be executed by the parties on the same date. This agreement shall terminate on **JUNE 30, 2022** unless terminated otherwise as stated below or if SCI leaves employment with Employer or SCI is deceased. However, in no case shall the duration of this contract exceed one year.

6.0 CONSIDERATION AND PAYMENT

This is a non-compensated position. The consideration for this contract shall be the provision by MBN of supporting local law enforcement, including CLAY COUNTY SO, through the addition of Special Contract Investigators to MBN's enforcement efforts.

7.0 GENERAL TERMS AND CONDITIONS

This contract is subject to and incorporates the following terms and conditions governing a contract between MBN and SCI for professional services:

7.1 Governing Law

This contract and all rights and duties arising thereunder shall be governed, interpreted, and construed solely under the Constitution and Laws of the State of Mississippi.

7.2 Sovereign Immunity

The MBN, a Bureau of an agency of the State of Mississippi, in no way waives its sovereign immunity and such shall be controlling over any conflicting provision contained herein.

7.3 Termination for Convenience

Either party hereto may sooner terminate this agreement, without cause and for any reason satisfactory to the party desiring such, upon forty-eight (48) hours written notice, computed from the date of the postmark. Such notice shall be sent by certified mail/return receipt to the MBN, ATTENTION: Director, at P.O. Box 720519, Byram, MS 39272, or to SCI at 19152 J.L. Webber Road, Cedar Bluff, MS 39741. Notice to Employer will also be given by MBN. Notice given pursuant to this paragraph shall be deemed sufficient for all purposes.

Termination for Cause

Engaging in any activity which is, or could result in, a violation of the laws of the State of Mississippi, or of any state, the United States, or any local law or ordinance of any county or city in this State or of any state, shall be grounds for automatic termination of this contract without prior notice to SCI or Employer.

7.4 Fitness for Duty Determination

The MBN shall have sole discretion to determine whether SCI is capable for fully performing the duties required of him/her by this contract.

7.5 Assignability

SCI acknowledges that he/she was selected by the MBN to perform the services required hereunder based, in part, upon the SCI's special skills and expertise. SCI shall not assigned, subcontract, or otherwise transfer this agreement, in whole or in party.

7.6 Waiver

SCI agrees and promises to make no claim against the Director, nor against any Agent, employee, Special Contract Agent, or other Special Contract Investigator of the MBN for any physical or mental injury, loss, damage or death that may be incurred as a result of the performance of SCI's duties. SCI assumes the risk of any and all conditions, situations and hazards while performing his/her duties and specifically waive any and all notice of the existence of such conditions.

7.7 Insurance

SCI agrees and promises that he is an authorized employee with CLAY COUNTY SO and that prior to entering upon the discharge of duties as a non-compensated Special Contract Investigator, he/she entered into a good and sufficient surety bond with a surety company authorized and doing business within the State of Mississippi and is individually named on the bond and such bond conditioned upon the faithful performance of the duties of his/her office and said bond covers SCI when working outside the jurisdiction of Employer as a non-compensated Special Contract Investigator. Said surety bond is attached as "Addendum A." and is incorporated herein by reference. Any and all liability to third persons not parties this this agreement shall be the total responsibility of SCI or Employer. Employer certifies that it has liability insurance that covers SCI's performance of his/her duty as a non-compensated

**LIST OF ADDENDUMS TO THE
NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR CONTRACT
PURSUANT TO § 41-29-112 MISS. CODE ANN.
MADE BY AND BETWEEN
THE MISSISSIPPI BUREAU OF NARCOTICS,
TERRY WAYNE SCOTT, AND CLAY COUNTY SHERIFF'S OFFICE**

Addendum A – Surety Bond or Certification from Employer Regarding Insurance Coverage.

SCI Contract for SCOTT
Page 6 of 7

**ADDENDUM TO THE
NON-COMPENSATED SPECIAL CONTRACT INVESTIGATOR CONTRACT
PURSUANT TO § 41-29-112 MISS. CODE ANN.
MADE BY AND BETWEEN
THE MISSISSIPPI BUREAU OF NARCOTICS,
TERRY WAYNE SCOTT, AND CLAY COUNTY SHERIFF'S OFFICE**

I hereby request that the Director of the Mississippi Bureau of Narcotics appoint SCOTT to be a non-compensated Special Contract Investigator under § 41-29-112 Miss. Code Ann. and specifically agree to his/her serving as a non-compensated Special Contract Investigator under the conditions set forth in this contract. I specifically understand that the MBN will not provide legal representation for SCOTT for any claims arising from the performance of duties or alleged performance of duty as a non-compensated Special Contract Investigator and agree that all legal liabilities and costs are the responsibility of CLAY COUNTY SO

I certify that:

- (1) SCOTT is bonded as a condition of his employer and is individually named on the bond. Further, that such bond is effective anywhere in the state of Mississippi, that such bond will continue during the life of this contract, and that this officer is covered outside the jurisdiction of CLAY COUNTY SO while working as a non-compensated Special Contract Investigator.
- (2) CLAY COUNTY SO is self-insured through the State of Mississippi. Said self-insurance will remain in effect during the life of this contract. The undersigned agrees to immediately notify the MBN if said insurance policy is cancelled or modified in any way. I further certify that this officer is cover outside the jurisdiction of CLAY COUNTY SO while working as a non-compensated Special Contract Investigator.
- (3) SCOTT has been certified under § 45-6-11 Miss. Code Ann. by the Board on Law Enforcement Officer Standards and Training and that such certification is current.
- (4) SCOTT has met the firearms training requirements of my law enforcement agency and that required requalification are current and will remain current during the life of this contract.
- (5) SCOTT has not been convicted of a misdemeanor crime of domestic violence and may possess a firearm and ammunition without violation of 18 U.S.C. 922(g)(9).
- (6) That this request to appoint SCOTT as a non-compensated Special Contract Investigator and the accompanying obligation to provide legal representation and costs has been recorded in the minutes of the CLAY COUNTY BOARD OF SUPERVISORS.

6-25-21
DATE

Eddie Scott
SHERIFF
PRINT NAME: Eddie Scott

SCI Contract for SCOTT
Page 7 of 7

Special Contract Investigator and said insurance is effective outside the jurisdiction of Employer.

If the Employer's insurance will cover the SCI's liability while outside his or her employer's jurisdiction, the requirement for a surety bond will be waived. To receive this waiver the Employer must provide a statement to this affect to MBN on letterhead which is signed by the Authorizing Authority at the Employer.

7.8 Miscellaneous

Any requirement that SCI adhere to the policies and procedures of the MBN General Orders does not cause the incorporate, by reference or otherwise, of the General Orders as part of this contract. No contractual obligations arise therefrom or accrue against the MBN.

This written document embodies the entire contract. It constitutes the final expression of the parties' agreement, and is a complete and exclusive statement of the terms of that agreement. As such, pursuant to his power under §41-29-112 Miss. Code Ann., the Director of the MBN designates SCOTT to be a non-compensated Special Contract Investigator of the MBN with the authority, subject to the terms of this agreement, to exercise all powers necessary and incidental to the fulfillment of these contractual obligations.

DATE

06/25/2021
DATE

6/25/21
DATE

STEVEN MAXWELL
MBN DIRECTOR

Tom Scott
SPECIAL CONTRACT INVESTIGATOR

[Signature]
WITNESS TO SCI SIGNATURE
PRINT NAME: Jon Lepicier

[Signature]
SHERIFF
PRINT NAME: Eddie Scott

EXHIBIT F

Caitlyn Wilson

From: ROCIC Training <training@rocic.riss.net>
Sent: Monday, May 3, 2021 2:48 PM
To: cwilson@claysheriffms.org
Subject: Fall 2021 ROCIC Conference -August 15-18

J. Dobbs
S. Yang
~~T. Scott~~ T. Scott



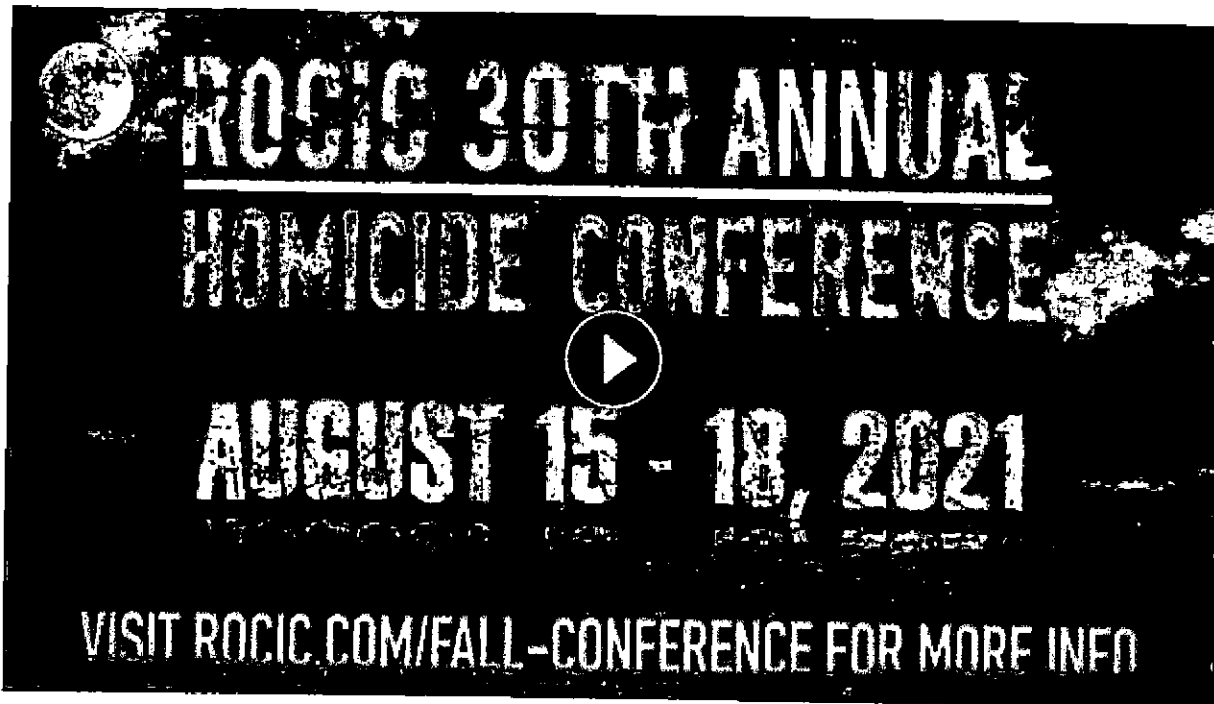
**ROCIC 30TH ANNUAL
HOMICIDE CONFERENCE**

AUGUST 15 - 18, 2021

RILAXI, MS | GOLDEN NUGGET HOTEL

<http://rocic.com/fall-conference/>

The banner features a dark background with white and yellow text. On the right side, there is a circular graphic of a globe and two small circular logos at the bottom right.



**ROCIC 30TH ANNUAL
HOMICIDE CONFERENCE**

AUGUST 15 - 18, 2021

VISIT ROCIC.COM/FALL-CONFERENCE FOR MORE INFO

The video player has a dark background with white and yellow text. A play button icon is centered over the text. There are small globe icons in the top left and bottom left corners.

id June for approval*

1

Topics:

Case Studies | Overdose Deaths: Who's to Blame | Litigation Trends | Child Homicide Investigations | Trial Preparation: Through the ROCIC Looking Glass | Asphyxia-Related Deaths

**Topics subject to change*

Conference Location:

The Golden Nugget Hotel

Group rate (Beginning Sunday 8/15): \$96 per night + tax + \$12.99 Resort Fee

Parking: Included

**Please note, this government group rate will NOT be available Friday (8/13) or Saturday (8/14) night*

Registration:

\$150 per attendee (ROCIC/RISS member agency)

\$250 per attendee (Non-member agency)

Register at: <http://register.rocic.com/>

If you have any questions regarding the conference or trainings, please contact ROCIC Training at training@rocic.riss.net or call 800.238.7985 ext 5435

For more information and full conference details, visit:

<http://rocic.com/fall-conference/>

Co-hosted by Biloxi Police Department



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45 MARRIOTT DR STE 850
ASHVILLE, TN | 37214 US

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To continue receiving our emails, add us to your address book.

emma

EXHIBIT G



Election Systems & Software, LLC
 11208 John Galt Blvd
 Omaha, NE 68137

EVS 6.1.1.0 Reporting Standard, Standalone EMS

System Purchase Order

June 17, 2021

Clay County, Mississippi

26086 W Main Street
 West Point, MS 39773

Quantity	Part Number	Description	Price	Ext. Price
EMS WORKSTATION				
1	5050	DELL OPTIPLEX 5050 (DESKTOP)	\$1,427.00	\$1,427.00
		<ul style="list-style-type: none"> • OptiPlex 5050 SFF XCTO • Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W) • OptiPlex 5050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze) • TPM Enabled • 8GB DDR4 2400MHz (8GBX1)Memory • 3.5 inch 500GB 7200rpm Hard Disk Drive • AMD Radeon R5 430, 2GB (DP, SL-DVI-I) • DVD+-RW Bezel, Small FormFactor • No Out-of-Band Systems Management • Chassis Intrusion Switch SFF • Dell KB216 Wired Multi-Media Keyboard English Black • Dell MS116 Wired Mouse, Black • Adobe Reader 11 • Waves MaxxAudio • Windows 7 Professional English 64bit DT (Includes Windows 10Pro License, Microsoft Volume License Only) • Intel Core I5 Processor Label Three year hardware warranty		
1	96067	DELL P2219H 22" MONITOR 3YR (Desktop)	\$220.00	\$220.00
1	96032	WINDOWS 10 LTSC 2019 (x64)	\$128.00	\$128.00
1	96008	SYMANTEC ENDPOINT PROTECTION 14.2.0	\$61.00	\$61.00
1	96035	8GB DDR4 2400 UDIMM 1RX8 - ADDITIONAL RAM	\$100.00	\$100.00
1	96015	UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 850VA (WORKSTATIONS) - <i>Optional</i>	\$147.00	\$147.00
MISCELLANEOUS COMPONENTS				
1	96000	BROTHER HL-L6400DW B/W DUPLEX LASER PRINTER - <i>Optional</i>	\$462.00	\$462.00
1	96016	LD 6' USB 2.0 A-B CABLE, T, IVOTR, RTAL 6' USB CABLE	\$4.00	\$4.00

SERVICES				
1	510210	STANDALONE EMS INSTALL (OFF-SITE)	\$1,400.00	\$1,400.00
		<ul style="list-style-type: none"> • EMS configured at ES&S Technical Services lab. <ul style="list-style-type: none"> ◦ Includes the installation, configuration, and testing of EMS workstation(s). • Equipment is shipped to customer location network equipment while on-site. <ul style="list-style-type: none"> ◦ Physical installation of workstation and related hardware (Printer, UPS, etc.) performed by customer. • EMS installation summary documentation provided to customer upon completion of installation. 		
ORDER TOTAL				\$3,949.00

Invoicing and Payment Terms:

100% of Order Total Due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of corresponding ES&S Invoice.

Note 1: Pricing of purchase order is valid for 30 days due to fluctuating pricing in 3rd party hardware and software. Agreements will need to be updated if not executed within 30 days.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Note 3: Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.

Note 4: Shipping and Handling is not included in the Order Total and will be invoiced separately.

Note 5: Network Cabling is not included.

Customer acknowledges that ES&S is purchasing the third-party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third-Party Items are owned by parties other than ES & S ("Third Parties"). Customer further acknowledges that except for the payment to ES& S for the Third-Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the Third-Party Items which are provided to ES & S.

Customer Signature

Date

Title



11208 JOHN GALT BLVD
 OMAHA, NE 68137-2384
 (402) 593-0101

Sales Order Agreement

Sales Quotation #: _____

1st Election Date: To be Agreed Upon by the Parties

Estimated Delivery Date: To be Agreed Upon by the Parties

Phone Number: 662-494-3384

Fax Number: 662-495-2057

Customer Contact, Title: Kim Hood - Circuit Clerk

Customer Name: Clay County, Mississippi

Type of Sale: NEW
 Type of Equip: NEW REFURBISHED

Bill To:
Clay County, Mississippi
Kim Hood - Circuit Clerk
P.O. Box 364
West Point, MS 39773

Ship To:
Clay County, Mississippi
Kim Hood - Circuit Clerk
26089 W. Main Street
West Point, MS 39773

Item	Description	Qty	Price	Total
1	Software ElectionWare Software - Reporting Only - See Special Note	1	No Charge Upgrade	No Charge Upgrade
2	Services Media Burn Capability - See Special Note	1	No Charge Upgrade	No Charge Upgrade
3	Shipping Shipping & Handling	1	Included	Included
			Order Total	No Charge

Freight Billable: yes no

Bill From:

 Regional Sales Manager

 V.P. of Finance Date

Customer Signature Date

 Title

Software Upgrade License Term
 ES&S is providing Customer with an initial no charge upgrade from GEMS Software to ES&S' ElectionWare Software and Media Burn for the balance of the existing term set forth under that certain Maintenance Agreement between Election Systems & Software, LLC and Mississippi Department of Information Technology Services as Contracting Agent for the Mississippi Secretary of State's Office (Original Project Number 40705), dated December 12, 2013, as amended (the "State Contract"). Upon expiration of the current term of the State Contract, ES&S will invoice Customer for annual Software License, Maintenance and Support Fees and such fees shall be due and payable thirty (30) days prior to commencement of the annual Software License, Maintenance and Support term.

Warranty Period (Years): No Warranty

Software License, Maintenance and Support Services (Post-Warranty Period)
 The terms, conditions, and pricing for the Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS AND CONDITIONS

GENERAL TERMS

1. **License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to license, and Customer agrees to license, the ES&S Software set forth on the front side. The payment terms for the ES&S Software are set forth on the front side of this agreement.
2. **Grant of License.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and related Documentation in the Jurisdiction and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.
3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:
 - a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
 - b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or
 - c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or
 - d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot thesis or ballot code stock.
4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue through December 31, 2022 (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.
5. **Updates.** During the Initial License Term or any License Renewal Term for which Customer has paid the associated renewal fees, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is solely responsible for obtaining and purchasing any upgrades or Third-Party Items required to operate the Updates, as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Updates to the ES&S Equipment Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If this foregoing is not acceptable to Customer and subject to Customer's prior execution of a purchase order therefore, ES&S shall charge to install the Updates to the ES&S Equipment Firmware. ES&S shall also charge Customer at its then-current rates to: (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:
 - (i) the total cost of any third-party items that are required in order to operate the Updates;
 - (ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
 - (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.Customer's pro-rata share of the costs included under subsection (ii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.
6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.
7. **Reserved.**
 - a.
 - b. **Exclusive Remedies/Disclaimer, IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.**
 8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the ES&S Software Maintenance and Support.
 9. **Proprietary Rights.** Customer acknowledges and agrees as follows:
ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, as well as the format, layout, measurements, design and all other technical information associated with the ballots to be used with any ES&S equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.
 10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.
 11. **Disputes.**
 - a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.
 - b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than 60 days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and payable. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.
 12. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.
 13. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Equipment and ES&S Software, including all components will be provided to Customer with a hardened network for the election management software ("EMS"). In accordance with the guidelines of the United States Election Assistance Commission. During the Term of this Agreement, in the event Customer fails to maintain EMS in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.
 14. **Voting System Reviews.** In the event that the Jurisdiction or the State requires any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:
 - (i) Customer's pro-rata share of such Review costs;
 - (ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and
 - (iii) the total cost of any third-party items that are required in order for the ES&S Equipment and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 14(ii) and 14(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

15. Entire Agreement. This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-6, 7(b), 8, 9, 11(b), 12-15 these General Terms shall survive the termination of this Agreement, to the extent applicable.

EXHIBIT A
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (c), which will require no notice), or (c) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A.

2. **Fees.** In consideration for ES&S' agreement to provide Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of a fee for the Software License, Maintenance and Support provided for the ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms. Customer shall pay ES&S to install all election management software Updates.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and

properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

**Schedule A1
Pricing Summary**

Summary:		
Description	Refer To	Amount
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	TBD
Total Maintenance Fees for the Initial Term:		TBD
Payment Terms: ES&S shall invoice Customer annually for each year of the Initial Term. Payment is due before the start of each period within the Initial Term.		
Terms & Conditions:		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
SOFTWARE**

Initial Term: Expiration of the Warranty Period through the first anniversary thereof

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	ElectionWare Software- Reporting Only	Year 1	TBD
1	Media Burn Capability	Year 1	TBD
Total Software License, Maintenance and Support Fees for the Initial Term			TBD

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the software products.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer voter registration system.
5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Software.
6. Customer shall be responsible for the acceptance of the Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.

8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

EXHIBIT H



Delta Computer Systems, Inc.

A Harris Local Government Company

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

Computer Software Support Agreement ADDENDUM

For: CLAY COUNTY MISSISSIPPI-MS CHANCERY CLERK

MS13

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2021. These charges will be billed on 9/15/2021 due for payment 10/ 1/2021.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
20830	Land Records Instrument Indexing	09/2020	120.00	130.00	
20840	Image Enable Instrument Indexing	04/2015	20.00	25.00	
20850	Intranet Browser Based	09/2019	40.00	40.00	
20860	Paperlink Imaging Base	09/2020	120.00	130.00	
20870	Paperlink Scan Station License (2)	09/2020	190.00	200.00	
20880	Paperlink View Station License (5)	09/2020	90.00	90.00	
20970	Insite (GUI) License	(7) 09/2018	80.00	85.00	
28950	Web Site Hosting for Instrumetn Indexing	09/2020	210.00	220.00	
IVMCBP03(1)			TOTAL:	870.00	920.00 MONTHLY

Agreed this _____ day of _____, 2021.

CLAY COUNTY MISSISSIPPI
County/Office Name

Accepted: Delta Computer Systems, Inc.

Client Signature _____ Printed Name _____

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



Delta Computer Systems, Inc.

A Harris Local Government Company

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

Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 90 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this _____ day of _____, _____

CLAY COUNTY MISSISSIPPI

Client Name _____

Client Signature _____

Printed Name _____

Accepted: Delta Computer Systems, Inc.
1085 Tommy Munro Drive
Biloxi, MS 39532

FIELD EFFECT

HARRIS
LOCAL GOVERNMENT

60% of the local governments breached last year paid ransoms and recovery costs ranging from hundreds of thousands to millions of dollars. Are you protected from an attack?



The rapid digitization of local government networks coupled with organizational changes resulting from COVID-19 have left many organizations exposed to cyber attacks.

Being proactive in battling cyber threats is necessary
– not only to protect your constituents and their data
– but also to protect your organization.

COVALENCE FOR LOCAL GOVERNMENT

The protection you need to prevent cyber attacks and **secure your organization.**

Covalence for Local Governments delivers prevention **as the first line of defense.**

Covalence is not just a security appliance; it is a combination of security appliance and Field Effect security experts providing you with a 24/7 concierge level of security monitoring and protection assurance.

With Covalence, you can eliminate costly security tools and simplify your technology stack. This also helps reduce the amount of time you or your IT service provider spend maintaining these stacks and filtering through countless alerts that don't pose a threat to your practice. Covalence managed detection and response saves you time and money, and protects you from the consequences of an incident.

ADVANCED MONITORING AND ANALYTICS

Covalence provides real-time visibility across your network, helping you detect cyber threats and vulnerabilities to measure, manage, and reduce attackable points. The result is a consolidated, end-to-end threat detection system.

SIMPLE AND POWERFUL

Cost effective, Covalence is a plug-and-play solution that works seamlessly with other systems. Set it up in just 15 minutes, and our system does the heavy lifting to protect you.

SUPPORT FROM THE BEST ANALYSTS AROUND

Our team of expert analysts and support staff works with your IT team to ensure you and your team understand the risks to your network so you can strengthen your defence.

The most sophisticated cyber threat monitoring platform on the planet, made simple.

THE COVALENCE DIFFERENCE

Covulence makes it easy to understand, prioritize, and act on cyber threats and risks to your organization.

Unlike other monitoring platforms that report on a barrage of possible threats, including the most benign activity, Covulence aggregates security events into simple and actionable reporting.

Each alert is checked by our team of cyber analysts to provide the best recommendations to improve the security health of your network.

STAY ON TARGET WITH COVALENCE ARO

We help you identify the threats and risks to your practice and provide the Actions, Recommendations, and Observations (AROs) that let you focus on what matters most: breaking through the noise to help you better secure your systems.

Comprehensive threat protection and support for your entire IT ecosystem.

DNS FIREWALL

Ensure safe web browsing and Internet access by blocking connections to malicious websites.

EASY SET-UP

Deploy, manage, and access Covulence's features easily with minimal set-up time, whether you're an IT professional or not.

THREAT HUNTING AND VULNERABILITY DISCOVERY

Receive detailed reports and immediate alerts for threats, vulnerabilities, and other security-related risks to understand and improve your network's security.

COMPREHENSIVE MONITORING

Secure your network, devices, and cloud-based applications by identifying threats and potential vulnerabilities through advanced monitoring and detailed analysis.

CYBER CONCIERGE SERVICE

Get the help you need, every step of the way. We are here for you around-the-clock to answer your security questions or provide the advice you need.

Prevention is your best defence.
Start securing your organization today.

cybersecurity@harrislocalgov.com
1-800-450-0288

EXHIBIT I

**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	<u>\$103.95</u>	<u>\$163.90</u>	
Estimated Contributions	\$103.95	\$163.90	
Divided by PERS EE/ER	21.93%	21.93%	
Estimated Wages To Be Reported To PERS	<u>\$474.01</u>	<u>\$747.38</u>	
Estimated Wages	\$474.01	\$747.38	
Multiplied by PERS EE Rate	9.00%	9.00%	
Estimated PERS EE Contributions	<u>\$42.66</u>	<u>\$67.26</u>	
Estimated Wages	\$474.01	\$747.38	
Multiplied by PERS ER Rate	17.40%	17.40%	
Estimated PERS ER Contributions	<u>\$82.48</u>	<u>\$130.04</u>	

****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	<u>\$125.14</u>	<u>\$197.31</u>	

****Funds to be Paid to Constables****

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

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

* Gross Fee Income is turned in to comptroller by the Justice Court Deputy.

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INTENTIONALLY

EXHIBIT J



Golden Triangle
Development
LINK

PO Box 1328
Columbus, MS 39703

Invoice

Date	Invoice #
6/29/2021	257338

Bill To
Clay County Board of Supervisors PO Box 815 West Point, MS 39773

Item Code	Description	Amount
Clay County Reimbursement	Jones Walker 1079440	133.34

Dues and Trust fees to Golden Triangle Development Link may be deductible as a necessary business expense for income tax purposes. However, the portion of your dues and Trust fees used to fund lobbying activities is not deductible. For the year, that portion is 10%. The Link's dues and Trust fees are not deductible as charitable contribution.

Total	\$133.34
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JONES WALKER LLP
Alabama, Arizona, District of Columbia, Florida
Georgia, Louisiana, Mississippi, New York, Texas

FED. I.D.# 72-0445111

VIA EMAIL: MWILSON@GTRLINK.ORG

JUNE 21, 2021
INVOICE NO. 1079440

RE: GENERAL PROJECT ADVICE

FILE NO. 140681-00

FOR PROFESSIONAL SERVICES RENDERED:

DATE	INIT	ACTION		HOURS
05/04/21	CSP	REVIEW AGREEMENT WITH MSU AND PROVIDE COMMENTS RE SAME TO M. WHITAKER; RELATED TELEPHONE CONFERENCE WITH SAME.	.50	250.00
05/06/21	CSP	CORRESPONDENCE AND TELEPHONE CONFERENCE WITH J. HIGGINS RE CDBG REQUIREMENTS FOR "MADE AVAILABLE" COMPLIANCE AS IT RELATED TO L/MI JOBS; REVIEW HUD GUIDELINES RE SAME AND FORWARD TO J. HIGGINS.	.80	400.00

OK.

PH 3

TOTAL HOURS: 1.30

TOTAL FEES: \$650.00

-----TIME AND FEE SUMMARY-----

-----TIMEKEEPER-----	RATE	HOURS	FEES
CHRISTOPHER S. PACE	500.00	1.30	650.00
TOTALS		1.30	650.00

TOTAL COSTS: \$0.00

TOTAL FEES AND COSTS: \$650.00

GOLDEN TRIANGLE DEVELOPMENT LINK
JUNE 21, 2021
INVOICE NO.: 1079440
FILE NUMBER: 140681-00

PAGE 2

FILE NAME: GENERAL PROJECT ADVICE

* * * R E M I T T A N C E C O P Y * * *

TOTAL FEES:	\$650.00
TOTAL COSTS:	\$0.00
LESS CREDITS:	\$0.00
TOTAL CURRENT FEES AND COSTS DUE	----- \$650.00
TOTAL PRIOR INVOICES DUE:	----- \$0.00
TOTAL AMOUNT DUE:	----- \$650.00 =====

PLEASE SEND PAYMENT AND REMITTANCE COPY TO:

JONES WALKER LLP
201 St. Charles Ave. - 50th Floor
New Orleans, Louisiana 70170-5100

IF YOU PREFER TO REMIT VIA WIRE TRANSFER OR ACH CREDIT, OUR BANKING
INSTRUCTIONS ARE:

Iberia Bank
New Orleans, Louisiana
ABA Number: 265270413
Account Number: 20000247731
Account Name: Jones Walker LLP

PLEASE INCLUDE OUR INVOICE NUMBER(S) IN THE WIRE OR ACH TEXT OR E-MAIL
APPLICATION INSTRUCTIONS TO JWAR@JONESWALKER.COM

GOLDEN TRIANGLE DEVELOPMENT LINK
JUNE 21, 2021
INVOICE NO.: 1079440
FILE NUMBER: 140681-00

PAGE 3

WE TRUST THAT YOU HAVE BEEN PLEASED WITH OUR LEGAL REPRESENTATION AND WE
APPRECIATE THE OPPORTUNITY TO REPRESENT YOU IN THESE MATTERS. IF YOU HAVE
ANY QUESTIONS ABOUT THIS INVOICE, PLEASE CONTACT CHRISTOPHER S. PACE
IN JACKSON

OR OUR CREDIT MANAGER AT (504)582-8220.

ATLANTA, GA (404)870-7500
BATON ROUGE, LA (225)248-2000
BIRMINGHAM, AL (205)244-5200
HOUSTON, TX (713)437-1800
JACKSON, MS (601)949-4900
LAFAYETTE, LA (337)593-7600
MIAMI, FL (305)679-5700
MOBILE, AL (251)432-1414
NEW ORLEANS, LA (504)582-8000
NEW YORK, NY (646)512-8101
PHOENIX, AZ (602)366-7889
TALLAHASSEE, FL (850)425-7800
WASHINGTON, DC (CAPITOL HILL) (202)203-1000
WASHINGTON, DC (DOWNTOWN) (202)434-4660
THE WOODLANDS, TX (281)296-4400



Golden Triangle
Development
LINK

PO Box 1328
Columbus, MS 39703

Invoice

Date	Invoice #
6/29/2021	257334

Bill To
Clay County Board of Supervisors PO Box 815 West Point, MS 39773

Item Code	Description	Amount
Clay County Reimbursement	Jones Walker 1079442	350.00

Dues and Trust fees to Golden Triangle Development Link may be deductible as a necessary business expense for income tax purposes. However, the portion of your dues and Trust fees used to fund lobbying activities is not deductible. For the year, that portion is 10%. The Link's dues and Trust fees are not deductible as charitable contribution.

Total	\$350.00
--------------	----------

JONES WALKER LLP
 Alabama, Arizona, District of Columbia, Florida
 Georgia, Louisiana, Mississippi, New York, Texas

FED. I.D.# 72-0445111

VIA EMAIL: MWILSON@GTRLINK.ORG

JUNE 21, 2021
 INVOICE NO. 1079442

RE: GENERAL PROJECT ADVICE - CLAY COUNTY

FILE NO. 140681-02

PROFESSIONAL SERVICES RENDERED:

DATE	INIT	ACTION	HOURS
5/03/21	CSP	CALL RE MEDICAL MARIJUANA PROJECT IN WEST POINT, MS; ADVISE DEVELOPMENT TEAM RE TAX MATTERS AND AVAILABLE STATE TAX INCENTIVES.	.70 350.00

CLAY CO.

TOTAL HOURS: 0.70

TOTAL FEES: \$350.00

-----TIME AND FEE SUMMARY-----			
-----TIMEKEEPER-----	RATE	HOURS	FEES
CHRISTOPHER S. PACE	500.00	.70	350.00
TOTALS		.70	350.00

TOTAL COSTS: \$0.00

TOTAL FEES AND COSTS: \$350.00

GOLDEN TRIANGLE DEVELOPMENT LINK
JUNE 21, 2021
INVOICE NO.: 1079442
FILE NUMBER: 140681-02

PAGE 3

TRUST THAT YOU HAVE BEEN PLEASED WITH OUR LEGAL REPRESENTATION AND WE
PRECATE THE OPPORTUNITY TO REPRESENT YOU IN THESE MATTERS. IF YOU HAVE
ANY QUESTIONS ABOUT THIS INVOICE, PLEASE CONTACT CHRISTOPHER S. PACE
IN JACKSON

OR OUR CREDIT MANAGER AT (504) 582-8220.

ATLANTA, GA (404) 870-7500
BATON ROUGE, LA (225) 248-2000
BIRMINGHAM, AL (205) 244-5200
HOUSTON, TX (713) 437-1800
JACKSON, MS (601) 949-4900
LAFAYETTE, LA (337) 593-7600
MIAMI, FL (305) 679-5700
MOBILE, AL (251) 432-1414
NEW ORLEANS, LA (504) 582-8000
NEW YORK, NY (646) 512-8101
PHOENIX, AZ (602) 366-7889
TALLAHASSEE, FL (850) 425-7800
WASHINGTON, DC (CAPITOL HILL) (202) 203-1000
WASHINGTON, DC (DOWNTOWN) (202) 434-4660
THE WOODLANDS, TX (281) 296-4400

EXHIBIT K

From: Amy G Berry <aberry@claycounty.ms.gov>
Sent: Monday, January 31, 2022 2:05 PM
To: vray@claycounty.ms.gov
Subject: FW: Travel

Please print the email from Treva for me to put in the minutes.

Thank you

Amy G. Berry, Chancery Clerk
Clay County, MS
PO Box 815
365 Court Street
West Point, MS 39773

(662) 494-3124 phone
(662) 492-4059 fax
aberry@claycounty.ms.gov
www.claycountymms.com

From: thodge@claycounty.ms.gov <thodge@claycounty.ms.gov>
Sent: Monday, January 31, 2022 1:37 PM
To: aberry@claycounty.ms.gov
Subject: RE: Travel

We have this meeting notice. It was verbally set up with MAS and verbally presented to the BOS.

✓ Accept ▼ ? Tentative ▼ ✕ Decline ▼ ⌚ Propose New Time ▼ 📅 Calendar...

Mon 7/12/2021 9:17 AM



Stephanie Spangler <sspangler@massup.org>

Clay County Debt Setoff Implementation meeting

Required gones@claycounty.ms.gov

Optional Mavis Seaberry; Derrick Surette

When: Mon 7/12/2021 10:00 AM-2:00 PM **Location:** MAS Office, 793 N. President St., Jackson, MS 39202

10^{AM} Clay County Debt Setoff Implementation meeting
MAS Office, 793 N. President St., Jackson, MS 39202
Stephanie Spangler

11

Treva Hodge
Clay County, MS
P O Box 815 | 365 Court Street
West Point, MS 39773
662-494-3124
662-295-0909 (cell)
662-492-4059 (fax)
thodge@claycounty.ms.gov

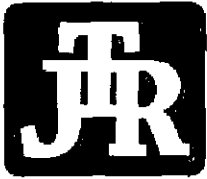
From: Amy G Berry <aberry@claycounty.ms.gov>
Sent: Sunday, January 30, 2022 6:29 PM
To: Treva Hodge <thodge@claycounty.ms.gov>
Subject: Travel

Hey
You and Charlotte went to Jackson to MPEEBT training for Debt Set off. Can you send me something requesting authority to travel to that. Finishing minutes...LAWD

Amy G. Berry, Chancery Clerk
Clay County, MS
PO Box 815
365 Court Street
West Point, MS 39773

(662) 494-3124 phone
(662) 492-4059 fax
aberry@claycounty.ms.gov
www.claycountymms.com

EXHIBIT L



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

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

Date	6/4/2021
Customer	Clay County Justice Court
Contact	Harriet Bragg, Justice Court Clerk
Email	hbragg@claycounty.ms.gov
Phone	P: 662-494-6140 F: 662-4946141
Location:	26089 West Main Street, West Point, Ms. 39773

Equipment

Konica Minolta bh C250
 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

20KA12760 State of Mississippi 8200050-619

36 Month Rental	48 Month Rental	60 Month Rental
\$169.00	\$139.00	\$119.00

Harriet Bragg

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:	williamsullivan@jtrayco.com
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W.S. 7/9/2021

**RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)**

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

1. **CUSTOMER ACCOUNT ESTABLISHMENT:**

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

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

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

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

5. **DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:**

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

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

- C. **INSTALLATION DATE:** The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.
- D. **ACCEPTANCE:** Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.
- E. **RELOCATION:** Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of 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.

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

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.

PAYMENTS:

- A. **INVOICING AND PAYMENTS:** The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.
- 1. **E-PAYMENT:** The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.
- 2. **PAYMODE:** Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
- B. **METER READINGS:** If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.
- C. **COPY CREDITS:** If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which

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

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

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

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

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

15. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and personally 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. **CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

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

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

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

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

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

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 as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

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

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

Witness my signature this the _____ day of _____, 20_____.

Vendor: IT Ray Company

By: *William Sullivan*
Authorized Signature

Printed Name: William Sullivan

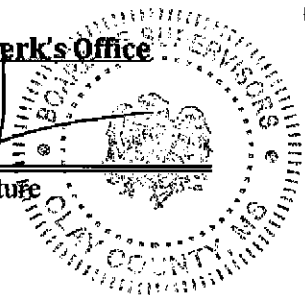
Title: Account Executive

WITNESS:

Witness my signature this the 24th day of July, 2021.

Customer: Clay County Chancery Clerk's Office

By: *Amy Berry*
Authorized Signature



Printed Name: Amy Berry

Title: Clay County Chancery Clerk

WITNESS:

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: IT RAY COMPANY

Customer Agency Name: Clay County Justice Court

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

Ship to Address: 26089 West Main Street, West Point, MS 39773

Description of Equipment, Software, or Services

Price
\$139.00

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

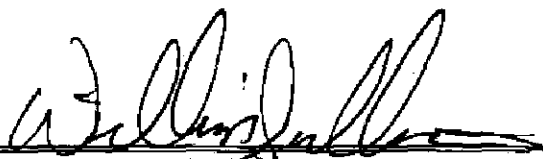
Delivery Schedule and Installation Date:

Rental Term: 48 MONTHS

Start Date: 8/2/2021

End Date: 8/1/2025

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 M

Wages-Matching per Fund-Dept by Check Date Range

CLAY COUNTY

From Check Date: 06/01/2021 To Check Date: 06/30/2021

A - All Employer Matching Records Selected

384

Fund/Dept	Paid Amt	Matching	Total
001100 - BOARD OF SUPERVISORS	27,558.38	14,013.41	41,571.79
001101 - CHANCERY CLERK	5,629.96	4,882.75	10,512.71
001102 - CIRCUIT CLERK	7,825.28	5,668.90	13,494.18
001105 - TAX ASSESSOR-COLLECTOR	15,040.61	8,331.37	23,371.98
001122 - PURCHASING DEPARTMENT	1,413.00	1,233.81	2,646.81
001123 - INVENTORY CLERK	2,073.11	511.94	2,585.05
001124 - RECEIVING DEPARTMENT	1,019.96	248.26	1,268.22
001151 - MAINTENANCE OF BLDGS. & GROUNDS	10,602.93	3,846.36	14,449.29
001152 - DATA PROCESSING	917.56	226.68	1,144.24
001154 - OTHER ADMINISTRATIVE DEPT	708.33	54.19	762.52
001160 - CHANCERY COURT	110.00	17.72	127.72
001161 - CIRCUIT COURT	38.36	9.57	47.93
001163 - YOUTH COURT	3,503.65	1,180.59	4,684.24
001164 - 16TH CIR COURT DRUG COURT	4,041.66	1,986.82	6,028.48
001165 - LUNACY COURT	1,391.87	1,163.49	2,555.36
001166 - JUSTICE COURT	14,440.18	8,387.27	22,827.45
001167 - CORONER/MEDICAL EXAMINER	3,125.00	1,648.32	4,773.32
001169 - COUNTY ATTORNEY	3,467.67	1,815.16	5,282.83
001170 - PUBLIC DEFENDER	6,303.60	2,539.15	8,842.75
001180 - ELECTION EXPENSE	3,900.00	391.99	4,291.99
001200 - SHERIFF	69,911.95	36,768.27	106,680.22
001210 - MTC TRANSPORT OFFICER	1,893.59	804.61	2,698.20
001220 - JAIL	34,875.30	21,179.28	56,054.58
001260 - CIVIL DEFENSE / EMA	425.00	104.98	529.98
097230 - DISPATCHERS	19,352.28	11,173.03	30,525.31
104131 - LAW LIBRARY	136.22	32.60	168.82
114250 - VOLUNTEER FIRE FUND	375.09	93.97	469.06
151301 - DISTRICT 1 ROAD	1,907.20	471.56	2,378.76
152302 - DISTRICT 2 ROAD	1,548.00	386.37	1,934.37
153303 - DISTRICT 3 ROAD	4,244.96	782.61	5,027.57
154304 - DISTRICT 4 ROAD	1,824.00	334.08	2,158.08
155305 - DISTRICT 5 ROAD	4,612.20	708.40	5,320.60
161301 - DISTRICT 1 BRIDGE	1,658.88	1,386.56	3,045.44
162302 - DISTRICT 2 BRIDGE	2,411.00	1,394.11	3,805.11

Wages-Matching per Fund-Dept by Check Date Range

CLAY COUNTY

From Check Date: 06/01/2021 To Check Date: 06/30/2021

A - All Employer Matching Records Selected

Fund/Dept	Paid Amt	Matching	Total
163303 - DISTRICT 3 BRIDGE	5,813.60	3,426.80	9,240.40
164304 - DISTRICT 4 BRIDGE	2,345.00	1,390.10	3,735.10
165305 - DISTRICT 5 BRIDGE	4,555.54	3,145.34	7,700.88
400340 - SANITATION	6,966.65	2,722.38	9,689.03
	277,967.57	144,462.80	422,430.37

385

PERSONNEL MONTHLY REPORT TO BOS
FOR JUNE 2021
Presented July 8, 2021

LIST OF NEW HIRES:

<u>Department</u>	<u>Last Name</u>	<u>First Name</u>	<u>Date of Hire</u>
911	Neely	Lyrian	06/12/2021
Sanitation	Watkins	Ken	06/30/2021

TOTAL PAYROLL AMOUNTS BY DEPT:

See attached sheet for details

DATA PROCESSING MONTHLY REPORT TO BOS FOR JUNE, 2021
Presented July 8, 2021

6/1/2021

- Verified backup of AS400 data

6/2/2021

- Verified backup of AS400 data
- Worked on court signage

6/3/2021

- Verified backup of AS400 data

6/4/2021

- Verified backup of AS400 data
- Worked on POD project

6/7/2021

- Verified backup of AS400 data

6/8/2021

- Verified backup of AS400 data
- Work w/Delta on Insite issue
- Pulled data for auditor

6/9/2021

- Verified backup of AS400 data

6/10/2021

- Fixed issue with backup of AS400
- Researched VPN issue

6/11/2021

- Verified backup of AS400 data

6/14/2021

- Verified backup of AS400 data
- Fix where Miranda had made her icons disappear
- Setup credentials and train new hire for JC project

6/15/2021

- Verified backup of AS400 data
- Worked on DSO project for JC

6/16/2021

- Verified backup of AS400 data
- Worked on DSO project for JC
- Worked on signage at complex

6/17/2021

- Verified backup of AS400 data
- Worked on DSO project for JC
- Worked w/Delta on issues in Circuit office
- Pulled data for auditor

6/18/2021

- Verified backup of AS400 data

/21/2021

- Verified backup of AS400 data
- Assisted Dorothy with email question

/22/2021

- Verified backup of AS400 data
- Worked on DSO JC project

/23/2021

- Verified backup of AS400 data
- Worked on POD project

/24/2021

- Verified backup of AS400 data

/28/2021

- Verified backup of AS400 data
- Worked on DSO JC project

/29/2021

- Verified backup of AS400 data
- Worked on DSO JC project

/30/2021

- Verified backup of AS400 data
- Worked on DSO JC project
- Changed signage for July calendar
- Assisted Rasheda with access issue