

*Minutes of  
Clay County Board of Supervisors  
Regular Meeting  
Thursday, October 7, 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, October 7, 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 the Supervisor, Joe Chandler.

**ADOPTION OF AGENDA**

Supervisor Horton moved to adopt the agenda as presented.

The motion was seconded by Supervisor Davis.

(Exhibit "A")

**AMENDMENT OF AGENDA**

Supervisor Horton moved to amend the agenda as presented.

The motion was seconded by Supervisor Davis.

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

The following items were added to the agenda for further discussion and consideration by the Board, to-wit:

- Rev. James Pulliam to address the Board
- Andrew Smith with Local Government Solutions and Strategies gave to give contact information to the board
- Carnell Evans to address the Board
- Willie Evans request for reimbursement for gas ticket for Sanitation

**AUTHORIZE AND APPROVE TO REIMBURSE COUNTY EMPLOYEE, WILLIE EVANS, FOR PURCHASE OF GAS FOR SANITATION TRUCK DUE TO FUEL MAN CARD NOT WORKING**

Supervisor Lummus moved to authorize and approve to reimburse County employee, Willie Evans, for the purchase of gas for Sanitation Truck due to Fuel Man Card not working.

The motion was seconded by Supervisor Horton.

(Exhibit "B")

**AUTHORIZE AND APPROVE THE FUNDS RECEIVED THROUGH MDOT DESIGNATED FOR THE HEBRON CHRISTIAN ROAD PROJECT IN THE AMOUNT OF \$250,000 BE TRANSFERRED AND CHANNELED THROUGH THE MS STATE AID OFFICE**

Supervisor Chandler moved to authorize and approve for MDOT to transfer the Hebron Christian Road Project in the amount of \$250,000 to the Mississippi State Aid office.

The motion was seconded by Supervisor Horton.

(Exhibit "C")

**AUTHORIZE AND APPROVE THE COUNTY ENGINEER, ROBERT CALVERT, TO SUBMIT TWO PROJECTS FOR FUNDING THROUGH THE MS STATE AID ERBR PROGRAM**

Supervisor Horton moved to authorize and approve County Engineer, Robert Calvert, to submit two projects for funding, Montpelier Palestine and Barton Ferry Road at Lower Town Creek, through the MS State Aid ERBR Program.

The motion was seconded by Supervisor Lummus.

**AUTHORIZE AND APPROVE TO TABLE THE BIDS RECEIVED FOR THE YOKOHAMA TIRE OFF-SITE RAIL SPUR REPAIR, CSE# 22137**

Supervisor Horton moved to authorize and approve to table the bids received for the Yokohama Tire Off-Site Rail Spur Repair, CSE # 22137 for further review by the County Engineer.

The motion was seconded by Supervisor Lummus

(Exhibit "D")

DURING THIS SEGMENT OF THE BOARD MEETING, DEPARTMENT HEADS PRESENT PRESENTED THEIR MONTHLY REPORT OR THOSE WRITTEN REPORTS SUBMITTED PRIOR TO THE MEETING

Supervisor Lummus moved to authorize and approve the monthly departmental reports as presented or submitted during the Board meeting, to-wit; Beth Cummings, DHS Director, B J McClenton, Volunteer Fire and MSU/Clay County Extension Office Director, and Amy Berry, Chancery Clerk.

The motion was seconded by Supervisor Horton.

AUTHORIZE AND APPROVE B J MCCLENTON TO EXECUTE A CONTRACT WITH C-SPIRE TO CHANGE INTERNET PROVIDERS FOR THE MSU/CLAY COUNTY EXTENSION OFFICE

Supervisor Lummus moved to authorize and approve to execute a contract with C-Spire to change internet service providers for the MSU/Clay County Extension Office.

The motion was seconded by Supervisor Davis.

(Exhibit "E")

AUTHORIZE AND APPROVE THE VOLUNTEER FIRE COORDINATOR, B J MCCLENTON, TO SUBMIT FOR FUNDING THROUGH THE RURAL FIRE TRUCK ACQUISITION ASSISTANCE PROGRAM (RFTAAP) FOR THE SOUTH EAST VOLUNTEER FIRE DEPARTMENT

Supervisor Lummus moved to authorize and approve the Volunteer Fire Coordinator, B J McClenton, to submit for funding through the Rural Fire Truck Acquisition Assistance Program (RFTAAP) for the South East Volunteer Fire Department.

The motion was seconded by Supervisor Horton.

**AUTHORIZE AND APPROVE FOR THE BOARD OF SUPERVISORS, CHANCERY CLERK, COMPTROLLER, AND I/T DIRECTOR TO TRAVEL TO OXFORD, MS, OCTOBER 19-21, 2021 FOR THE MS ASSOCIATION OF SUPERVISORS FALL CONFERENCE**

Supervisor Lummus moved to authorize and approve the Board of Supervisors, Chancery Clerk, Comptroller, and I/T Director to travel to Oxford, MS, October 19-21, 2021, for the MS Association of Supervisors Fall Conference.

The motion was seconded by Supervisor Davis.

(Exhibit "F")

**AUTHORIZE AND APPROVE THE PROPOSAL AND SPECIFICATIONS FOR THE D200 VOTING MACHINES AS APPROVED BY THE ELECTION COMMISSION AND CIRCUIT CLERK**

Supervisor Lummus moved to authorize and approve the proposal and specifications for the D200 Voting Machines as approved by the Election Commissioners and the Circuit Clerk to be posted Central Bidding Reverse Auction site and any interested vendor.

The motion was seconded by Supervisor Horton.

(Exhibit "G")

**AUTHORIZE AND APPROVE TO TABLE THE MATTER OF APPROVING THE SPECIFICATIONS FOR 2021 MODEL, 25 CUBIC YD, GARBAGE TRUCK FOR FURTHER REVIEW AND CONSIDERATION BY THE BOARD**

Supervisor Lummus moved to authorize and approve to table the matter of approving the specifications for 2021 model, 25 cubic yd, Garbage Truck for further review and consideration by the Board.

The motion was seconded by Supervisor Davis.

(Exhibit "H")

**AUTHORIZE AND APPROVE THE PRESIDENT TO EXECUTE THE JAG GRANT APPLICATION TO PURCHASE GUN BELTS AND HOLSTERS IN THE AMOUNT OF \$4,288.00 THROUGH THE MS DEPARTMENT OF PUBLIC SAFETY**

Supervisor Davis moved to authorize and approve the President to execute the JAG Grant Application to purchase gun belts and holsters in the amount of \$4,288.00 through the MS Department of Public Safety.

The motion was seconded by Supervisor Horton.

(Exhibit "I")

AUTHORIZE AND APPROVE TO DELETE ASSET NO SD1722 AS REPORTED UNDER THE SHERIFF'S DEPARTMENT ON THE FIXED ASSET LEDGER OF THE COUNTY.

Supervisor Davis moved to authorize and approve to delete asset no. SD1722 as reported under the Sheriff's Department on the Fixed Asset Ledger of the County.

The motion was seconded by Supervisor Lummus.

(Exhibit "J")

AUTHORIZE AND APPROVE A SHERIFF'S DEPUTY TO ESCORT THE OAK HILL ACADEMY FOOTBALL TEAM TO CAROLL ACADEMY

Supervisor Lummus moved to authorize and approve a Sheriff's Deputy to escort the Oak Hill Academy Football team to Carroll Academy.

The motion was seconded by Supervisor Horton.

(Exhibit "K")

AUTHORIZE AND APPROVE TO PURCHASE THREE (3) WEAPONS NEEDED BY THE SRT TEAM FROM GARY'S PAWN AND GUN IN THE AMOUNT OF \$3,695.43

Supervisor Davis moved to authorize and approve to purchase three (3) weapons needed by the SRT Team from Gary's Pawn and Gun in the amount of \$3,695.43.

The motion was seconded by Supervisor Horton.

(Exhibit "L")

AUTHORIZE AND APPROVE THE PRESIDENT TO EXECUTE THE G17 AGREEMENT WITH CREWS & ASSOCIATES INC FOR THE ISSUANCE OF G/O BONDS FOR ROAD AND BRIDGE CONSTRUCTION AND MAINTENANCE

Supervisor Lummus moved to authorize and approve the President to execute the G17 Agreement with Crews and Associates Inc for the issuance of G/O Bonds for Road and Bridge Construction and Maintenance.

The motion was seconded by Supervisor Horton.

(Exhibit "M")

AUTHORIZE AND APPROVE TO GO IN CLOSED SESSION

Supervisor Lummus moved to authorize and approve to go into closed session.

The motion was seconded by Supervisor Davis.

**AUTHORIZE AND APPROVE TO GO FROM CLOSED SESSION TO EXECUTIVE SESSION AS ALLOWED UNDER SECTION 25-41-7 OF THE MISSISSIPPI CODE OF 1972 TO DISCUSS A POTENTIAL LITIGATION MATTER AND A PERSONNEL MATTER**

Supervisor Chandler moved to authorize and approve to go from closed session to executive session as allowed under section 25-41-7 of the Mississippi Code of 1972 to discuss a potential litigation matter and personnel matter.

The motion was seconded by Supervisor Lummus.

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

Supervisor Davis moved to authorize and approve to come out of executive session.

The motion was seconded by Supervisor Horton.

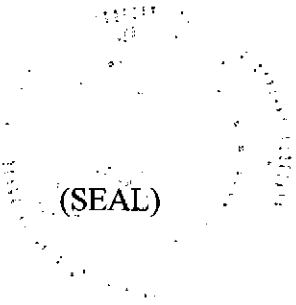
**RECESS**

Supervisor Davis moved to recess until Friday, October 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 7th day of October, 2021.



(SEAL)

SHELTON L. DEANES, PRESIDENT  
CLAY COUNTY MISSISSIPPI  
BOARD OF SUPERVISORS

ATTEST:

  
AMY G. HERRY, CHANCERY CLERK  
CLERK OF THE BOARD

# EXHIBIT A



**Clay County Board of Supervisors  
Agenda for Meeting  
Thursday, October 7, 2021, at 9:00 p.m.**

- Call to Order
- Welcome and Prayer
- Adopt and Amend Agenda
- Andrew Smith, *Local Government Solutions and Strategies*
  - American Rescue Plan Act (ARPA)
- Carnell Evans, *Concerned Citizen*
  - Condition of Dr Sears Road and Lone Oak Road
- Lucien Bourgeois, *Crews & Associates Inc*
  - Update on Opportunities
- Authorize and approve reimbursement to Willie Logan for gas purchased with personal card in the amount of \$50.67
- Authorize and approve proceeding using HB1413 monies in the amount of \$250,000 for the Hebron Christian Road Project
- Eddie Scott, *Sheriff*
  - Authorize and approve the President to execute the JAG Grant approved at a subsequent meeting
  - Update on K9 Unit accident
- Amy Bern, *Chancery Clerk*
  - Authorize and approve the Supervisors, Chancery Clerk, Comptroller, and Personnel Manager to Oxford MS for Fall Educational Workshop, Oct. 19-21, 2021, as sponsored by MS Association of Supervisors
  - Authorize and approve the specifications for the Voting Machines
  - Authorize and approve the specifications for the purchase of the Sanitation Truck
- Authorize and approve to go into Executive Session as allowed under Section 25-41-7 of *the Mississippi Code* to discuss a personnel matter
- Recess until Friday, October 15, 2021 at 9:00 a.m. at the Clay County Courthouse

**Amendments:**

---

---

---

---



# EXHIBIT B

7

7

7

**Amy G. Berry**  
Clay County Chancery Clerk

Willie Logan  
4718 County Lake Road  
Starkville, MS 39759

365 Court Street • West Point, MS 39773  
(662) 494-3124 • claycountymms.com

Fast Break, 1  
1144 Hwy 45 S  
West Point, MS 39773

09/20/2021 7:00:40 AM  
Register: 2 Trans #: 2484 Op ID: 1  
Your cashier: Mina

DIESEL CA PUMP# 11		
17.298 GAL @ \$2.929/GAL	\$50.67	99
	-----	
Subtotal =	\$50.67	
Tax =	\$0.00	
	-----	
Total =	\$50.67	
Change Due =	\$0.00	
Cash	\$50.67	

THANK YOU!!!  
PLEASE COME AGAIN!!!

# EXHIBIT C

**Amy G Berry**

---

**From:** Wampler, Travis <twampler@mdot.ms.gov>  
**Sent:** Wednesday, October 6, 2021 2:53 PM  
**To:** aberry@claycounty.ms.gov  
**Cc:** Bob Calvert (robert.calvert.cse@gmail.com); John Freeman (CSE); Wages, Jeff  
**Subject:** Clay County - Hebron Christian Rd - HB 1413 \$250K  
**Attachments:** LPA Project Development Manual Registration Form.pdf; Audit Verification 4-12-2021.pdf; PDM Manual - 2021-10-06T142452.519.pdf

Thank you for reaching out to me. One of the items you will need to activate the project is a training certificate for the LPA Project Development Manual Training. Please use the attached form to register for this training. It will be held via Zoom and it requires participants register for both days (Nov 18<sup>th</sup> and 19<sup>th</sup>). There is a possibility you can activate the project prior to actually completing the training if you provide a proof of registration. We encourage Clay County to register two people for the training. These individuals need to be in a position of responsible charge who can represent the county on decisions about the project. That person can be a clerk, a supervisor, the President of the BOS, or a road manager for the county, just to name a few. Feel free to call me if you have questions about the training.

In addition to the training, the county will need to provide a copy of board action so that we can see that the President of the BOS is authorized to activate the project and enter into an MOA with MDOT. The minutes will need to include the name of the road, scope of work (i.e. overlay) and preferably a reference to HB 1413. If the minutes are not yet approved, we allow the clerk to certify the board action instead of requiring the county to wait until the next meeting to approve the minutes.

In addition to the training and the board action, we will need a vicinity map outlining the limits (B.O.P. and E.O.P.) of the project. We will also need a copy of the audit verification form. See 2<sup>nd</sup> attachment to this email. More info about this form can be found on pages 6-8 of the Project Development Manual (PDM) which is the 3<sup>rd</sup> attachment to this email.

Since you have not yet completed the training, I expect you will have several questions about the activation packet and that is why I am here. Don't hesitate to contact me by phone or email with any questions you may have. More info about the activation process can be found on page 9 of the PDM. You will see a list of items on that particular page, but the info regarding the STIP and the info regarding the MPO/TMA is not applicable for this project.

I hope this helps you get started. Again, feel free to contact me if you have any questions.

**Travis Wampler, PE, PS** | District LPA Engineer  
MDOT | District 1 | Tupelo, MS  
Office: (662) 842-1122 | Cell: (662) 255-8420  
[twampler@mdot.ms.gov](mailto:twampler@mdot.ms.gov)

**CONFIDENTIALITY NOTICE** This e-mail and any files or attachments may contain confidential and privileged information.

If you have received this message in error, please notify the sender at the above e-mail address and delete it and all copies from your system.

**Tommy G Berry**

---

**From:** Bob Calvert <robert.calvert.cse@gmail.com>  
**Sent:** Thursday, July 22, 2021 4:22 PM  
**To:** aberry@claycounty.ms.gov  
**Subject:** Legislature Funded Roads

North and South Beasley Road for \$500,000 is in SB 2971. House Bill 1413 has \$250,000 for Hebron Christian Road. From this it appears that Clay County has another \$250,000 coming.

Robert L. Calvert. PE/PLS  
Calvert-Spradling Engineers, Inc.  
P.O. Drawer 1078  
1085 Highway 45A North  
West Point, MS 39773  
Tel: 662-494-7101  
Fax: 662-494-8549

# EXHIBIT D

**BID SHEET**

Clay County Board of Supervisors  
Yokohama Tire Off-Site Rail Repair  
CSE# 221137  
October 7, 2021 at 10:00 a.m.

**CONTRACTOR**

	<u>TOTAL BASE BID</u>	<u>ALTERNATE NO. 1</u>
Continental Rails License No. 14835-SC	\$ <u>273,397.00</u>	\$ <u>653,948.00</u>
Hoctaw Rails License No. 05596-SC	\$ _____	\$ _____
MI-Trac-Work Inc. License No. 03381-SC	\$ _____	\$ _____

Taken under Adjudgment  
M-1 For Further  
S-2 Review  
will come back 15<sup>th</sup>

# EXHIBIT E





# Service Order Form

BILLING INFORMATION			
<b>Customer Name</b>		<b>Sales Representative</b>	<b>Proposal Reference</b>
CLAY COUNTY BOARD OF SUPERVISORS		Jud Nowell	Q-189997
<b>Billing Address</b>		<b>Tax ID</b>	<b>Contract ID</b>
420 West Broad Street		646000252	
<b>City, State</b>	<b>Zip Code</b>	<b>Billing Contact Phone</b>	
West Point, MS	39773	662-494-5371	
<b>Billing Contact Name</b>		<b>Billing Contact E-mail</b>	
Ginger Allen		gallen@claycounty.ms.gov	
<b>Technical Contact</b>		<b>Technical Contact Phone</b>	
Mark Minor		662-325-1676	
<b>Technical Contact Email</b>			
mm2227@msstate.edu			

Customer acknowledges that it is purchasing or changing the products and services listed on Exhibit A under that certain State of MS Contract No: 5000 and that the terms and conditions of such contract shall apply hereto.

Client Authorized Signature	Date
	10/7/2021
Client Name	Client Title
Clay County, MS Shelton Beavers, President	President

C Spire®, C Spire Business™, and C Spire Business Solutions® are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its affiliates provide products and services under the C Spire®, C Spire Business™, and C Spire Business Solutions® brands. Affiliates include Telepak Networks, Inc., TekLinks, Inc., Callis Communications, Inc., C Spire Advanced Data Solutions, LLC, and C Spire Governmental Data Solutions, LLC.

## Exhibit A – Product and Services

<b>MSU Bost Extension Center: 190 Bost Drive, Starkville, MS 39759 (City Limits: Unknown)</b>						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
State Contract Ethernet Circuit	State Contract Ethernet Circuit 250 Mbps x 250 Mbps Unmanaged / Z Location: 420 West Broad Street, West Point, MS 39773	New	1	\$370.00	\$370.00	\$0.00
<b>Location Totals:</b>					\$370.00	\$0.00

<b>MSU Extension- Clay County: 420 West Broad Street, West Point, MS 39773 (City Limits: Unknown)</b>						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
Gateway Rental	8 port Gateway Rental	New	1	\$15.73	\$15.73	\$0.00
Phone Rental	VVX 450 Rental	New	2	\$2.55	\$5.10	\$0.00
POE Switch Rental	PoE Switch (Gigabit) – 8 Port - Rental	New	1	\$5.10	\$5.10	\$0.00
VOIP	IP Voice State Contract	New	3	\$7.00	\$21.00	\$0.00
Administration Training	Administration Training	New	1	\$0.00	\$0.00	\$0.00
End User Training	VOIP Training	New	1	\$0.00	\$0.00	\$0.00
<b>Location Totals:</b>					\$46.93	\$0.00

<b>Summary</b>		
Location	Monthly	Total Upfront
MSU Bost Extension Center: 190 Bost Drive, Starkville, MS 39759	\$370.00	\$0.00
MSU Extension- Clay County: 420 West Broad Street, West Point, MS 39773	\$46.93	\$0.00

<b>All Locations Totals</b>	<b>Total Monthly</b>	<b>Total Upfront</b>
	\$416.93	\$0.00



## C Spire Contract 5000 Installation Information & Acknowledgments

C Spire is building a custom designed and engineered circuit to provide high speed fiber optic services and/or Voice over Internet Protocol (VoIP) service to your business. Installation/deployment costs to deliver C Spire fiber are significant and based on the completion of the tasks bulleted below. The deployment timelines below are based on Contract 5000 commitments, but it should be understood that those timelines can be impacted by customer readiness.

### Standard Deployment Steps - Voice Only Service

- **Deployment Timeline** - Implementations require availability of adequate Internet bandwidth, appropriate cabling (drops), and operational consent of the customer ("Customer Readiness"). C Spire's installation Interval SLA begins once Customer Readiness is completed. C Spire will commit to install new VoIP equipment within twenty-one (21) days following notice of Customer Readiness, and will port numbers on the earliest date thereafter as permitted by the current vendor.
- **Site Survey** – A C Spire technician will schedule a visit to determine wiring, call flow, phone numbers and verify acceptable internet bandwidth to support VoIP service.
- **Customer Premise Equipment Configuration** – Design and build routers and switches for installation.
- **Phone Installation** – A scheduled day to install phones and other needed equipment.
- **Phone Number Port** – Moving phone numbers from current carrier to C Spire. After C Spire phones are installed, porting is estimated to complete within 15 days for non-complex accounts and 30 days for complex accounts.

### Standard Deployment Steps - Fiber Optic Circuits/Transport

- **Estimated Fiber Deployment Date** - 85 calendar days or less from order acceptance by C Spire for those sites that already have facilities in or on premise. For sites that do not meet those criteria, a service inquiry will be required to determine construction requirements and a target date will be provided once that process is completed.
- **Field Survey** – An engineer will determine the best route to customer premise and determine verification of conduit, easements, right of ways, etc.
- **Engineering Drawings** – CAD drawings for construction and permit application with city, county, DOT, etc.
- **Permitting** – Working with agencies to approve construction
- **Construction** – Trench or bore fiber optic cable
- **Fiber Splice** – Connectivity of fiber to C Spire's network/customer premise
- **Engineering/Field Services** – Program and deploy electronics for service

**Circumstances that may cause delays to fiber deployment:**

- delay by governing city/state organizations for permit approval
- obtaining required permits to cross rivers or railroad tracks (up to 1 year)
- obtaining required permits to cross federal interstate routes
- delays due to long periods of bad weather delaying physical construction.

**Payment**

- Customer acknowledges that once services are turned up that they will process payment for the specified services within 45 days of receipt of the invoice from C Spire.

**Term of Contract 5000**

- Contract 5000 is in effect through the close of business June 30, 2028, with the option for a two year extension to June 30, 2030.
- Price Redetermination will be at regular intervals throughout the contract to negotiate pricing that is deemed to no longer be competitive with the then current market.
- Government and education customers choosing to use Contract 5000 may order new services at any time during the term specified above and may leave the contract at any time during the term by providing 90 days written notice to C Spire.

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature



**Letter of Authorization for Customer Service Record (CSR)**

**Date:** \_\_\_\_\_

**To: Service Provider**

(Current Service Provider) Comcast

Please be advised Clay Co. Board of Supervisors/ MSU Extension

located at: 420 West Broad Street

West Point, MS 39773

hereby authorizes C Spire Business ("C Spire Wireless), to request and obtain Customer Service Record (CSR) information from current Service Providers for the purpose of confirmation of services.

This authorization shall become effective on the date of the customer signature below and shall remain in effect for sixty (60) days unless the Customer indicates in writing the authorization is no longer valid.

Authorizing Individual (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Main Billing Telephone Number: 662-494-5371

Account Number: 8396400080148221



### 911 SERVICE GUIDELINES

The 911 emergency service provided in connection with C Spire Business' VoIP Service is different from traditional 911 service. When the Customer dials 911 on their phone using the VoIP Service, the call may be routed to a different dispatcher than that used for traditional 911 dialing. The dispatcher may be located at a public safety answering point ("PSAP") designated for the address Customer listed at the time they registered for the Service or other backup emergency answering services. C Spire Business relies on third parties for the forwarding of information underlying such routing, and accordingly C Spire Business and its third-party providers disclaim any and all liability and responsibility in the event such information or routing is incorrect. In addition, the 911 emergency service available in connection with VoIP Service is only available at the street address registered with C Spire Business for the specific area code and phone number. Customer acknowledges and agrees that 911-type services shall only be available at the physical street address associated with the specific area code and phone number assigned to the Customer. Customer further acknowledges and agrees that 911-type services will not be available to a particular customer and neither C Spire Business nor its underlying service providers shall have any liability to Customer or any third party for failure to provide 911 services to Customer in the event of the assignment of an area code and phone number to Customer located outside of the exchange area associated with Customer's street address or relocation of the telephone device to a location other than Customer's physical street address as registered with C Spire Business.

IF CUSTOMER DOES NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE EQUIPMENT WILL BE LOCATED AT THE TIME CUSTOMER REGISTERS FOR SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. When activating this Service, Customer must provide the actual physical street address where Equipment will be located, not a post office box, mail drop, or similar address. Customer acknowledges and understands that 911 dialing does not function properly or at all if Customer moves or otherwise changes the physical location of Equipment to a different street address. Any change in the Equipment's physical address must be coordinated with C Spire Business for the Service and 911 to work properly. CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT 911 SERVICE WILL NOT FUNCTION IF VOIP SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION. IF THERE IS A POWER OUTAGE, THE SERVICE AND 911 DIALING WILL NOT FUNCTION UNTIL POWER IS RESTORED AND CUSTOMER MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO RESUMING USE OF SERVICE, INCLUDING FOR 911 DIALING PURPOSES. 911 dialing as described herein is not the same as traditional 911 or E911 dialing, and at this time does not include all of the capabilities of traditional 911 dialing. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS SUCH LIMITATIONS AND AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS C SPIRE BUSINESS, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AND AGENTS, AND ANY OTHER OF ITS UNDERLYING PROVIDERS OF SERVICES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE RELATING TO OR ARISING OUT TO THE ABSENCE, FAILURE, OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING AND/OR INABILITY OF CUSTOMER OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND/OR MISROUTES OF 911 CALLS, INCLUDING, BUT NOT LIMITED TO, MISROUTES RESULTING FROM CUSTOMER'S PROVISION TO C SPIRE BUSINESS OF INCORRECT ADDRESSES OR INFORMATION IN CONNECTION THEREWITH. FURTHER, CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR CONDITIONS UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF C SPIRE BUSINESS.

**VoIP 911 Service Limitation - Customer Acknowledgement**

C Spire completes telephone calls using Voice over Internet Protocol ("VoIP") technology. Enhanced 911 service might not be available through the interconnected VoIP service or might be in some way limited by comparison to traditional E911 service. Such circumstances include, but are not limited to, relocation of the end user's IP-compatible Customer Premises Equipment (CPE), use by the end user of a non-native telephone number, broadband connection failure, loss of electrical power, and delays that may occur in making a Registered Location available in or through the Automatic Location information (ALI) database.

*Relocation of CPE.* If you use VoIP services in a location other than the Registered Location for your device, 9-1-1 calls might not be routed to the appropriate Public Safety Answering Point ("PSAP") for your physical location. For this reason, you must be prepared to provide your location information to the PSAP. Until and unless you do so, the emergency service operator will not be able to call you back or to otherwise assist you in an emergency.

*Use of "Non-Native" Telephone Numbers.* If you use VoIP services with a telephone number that is outside the rate center of the Registered Location, the PSAP for the Registered Location might not recognize the telephone number for call-back or other informational purposes.

*Broadband Connection Failure.* If you lose Internet connectivity, you will not be able to make calls through VoIP services. When placing 9-1-1 calls, you might experience a busy signal or delay.

*Loss of Electrical Power.* If you lose electric power, VoIP services will not operate.

I understand the VoIP service regarding outbound calls including 911.

I understand my obligation to maintain a current physical address with C Spire.

I received the 911 labels for each phone received from C Spire.

Customer Signature:

Print Name:

Business Name: CLAY COUNTY BOARD OF SUPERVISORS

Date:

# EXHIBIT F



MISSISSIPPI ASSOCIATION OF SUPERVISORS  
FALL EDUCATIONAL WORKSHOP | OCTOBER 19-21, 2021  
OXFORD CONFERENCE CENTER | OXFORD, MS



**COUNTY OFFICIAL REGISTRATION FORM**

Mail to: MS Association of Supervisors Attn: Stephanie Spangler  
793 N. President Street Fax to: 601.353.2749  
Jackson, MS 39202 Email to: [Sspangler@massup.org](mailto:Sspangler@massup.org)

County Name: Clay County Purchase Order: \_\_\_\_\_ Date: 10/6/2021  
Completed By: Amy Berry Title: Chancery Clerk

**Registration Rates:** Rate based on date form is received in the MAS Office. Pre-payment not required.  
**Member\*:** \$275 Early Bird (before September 2) | \$300 Regular (by September 24) | \$325 Late Registration (after September 24) | \$375 Onsite Registration (October 8 – October 21, 2021)  
*Member rates available for County Supervisors (Active Members) and Associate Members only.*  
**Non-Member:** \$350 Regular (by September 24) | \$375 Late Registration (after September 24) | \$425 Onsite Registration (October 8 – October 21, 2021)

**\*\*\* If you are a county employee, you cannot register as a spouse/guest. \*\*\***

Name (as printed on name badge): <u>Lynn Horton</u>	Guest/Spouse Name: _____
Title/Office: <u>Supervisor</u>	_____
Name (as printed on name badge): <u>R. B. Davis</u>	Guest/Spouse Name: _____
Title/Office: <u>Supervisor</u>	_____
Name (as printed on name badge): <u>Shelton Deanes</u>	Guest/Spouse Name: _____
Title/Office: <u>Supervisor</u>	_____
Name (as printed on name badge): <u>Joe Chandler</u>	Guest/Spouse Name: _____
Title/Office: <u>Supervisor</u>	_____
Name (as printed on name badge): <u>Amy Berry</u>	Guest/Spouse Name: _____
Title/Office: <u>Chancery Clerk</u>	_____

\*\*\*\*\*

Total Registration Fees: \$ \_\_\_\_\_  Check Enclosed (No. \_\_\_\_\_)  Bill County  
Bill to Attention: Amy Berry Title: Chancery Clerk  
Email: aberry@claycounty.ms.gov Phone: 662 494-3124

*Registration forms received at the MAS office after October 8 will be processed onsite. Please go to the registration desk onsite to have your name badge made.*

MISSISSIPPI ASSOCIATION OF SUPERVISORS  
FALL EDUCATIONAL WORKSHOP | OCTOBER 19-21, 2021  
OXFORD CONFERENCE CENTER | OXFORD, MS



## HOTEL RESERVATIONS

- Hotel blocks are open. Rate(s) may not be available after the cutoff date(s).
- You must request MS Association of Supervisors rate **at the time reservation is made** to guarantee block rates. Rates cannot be changed at check-in or check-out. Block rates are subject to sales tax and resort fees (vary by property).
- Any county making direct bill arrangements (sub-block) with hotel may be subject to attrition rates if county cancels rooms after MAS block closes.
- You must confirm required deposit, cancellation, early check-out, early departure and other policies with hotel.
- You must confirm tax exemption payment requirements with hotel at the time reservation is made.

### HOTELS NEAR CONFERENCE CENTER

#### **Hampton Inn Conference Center:**

103 Ed Perry Blvd., Oxford, MS 38655

Rate.....\$119

Cutoff Date ..... September 28, 2021

Phone: 662.234.5565 .... Group code: **MS Assn. of Supervisors**

#### **TownPlace Suites Marriot:**

105 Ed Perry Blvd., Oxford, MS 38655

Rate.....\$119

Cutoff Date ..... September 28, 2021

Phone:662.238.3522 ..... Group code: **MS Assn. of Supervisors**

#### **Tru By Hilton:**

97 Ed Perry Blvd., Oxford, MS 38655

Rate.....\$119

Cutoff Date ..... September 28, 2021

Phone : 662.380.5888..... Group Code : **MS Assn. of Supervisors**

### HOTELS DOWNTOWN NEAR THE SQUARE

#### **Graduate Oxford:**

400 N Lamar Blvd., Oxford, MS 38655

Rate.....\$109

Cutoff Date ..... September 27, 2021

Phone: 844.888.4723 .... Group code: **MS Assn. of Supervisors**

#### **Courtyard by Marriot:**

305 Jackson Avenue East, Oxford, MS 38655

Rate.....\$99

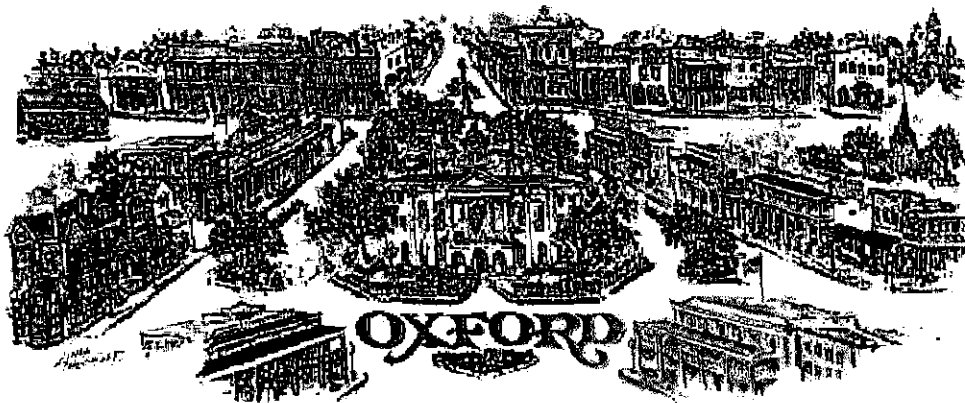
Cutoff Date ..... September 27, 2021

Phone: 662.638.6014..... Group Code: **MS Assn. of Supervisors**

## CANCELLATION POLICY FOR COUNTY OFFICIALS

- **Early Cancellation:** If notice of cancellation is received from date of registration to **September 17, 2021**, no cancellation fee will be assessed.
- **14-Day Cancellation:** If notice of cancellation is received **September 18 – October 5, 2021**, a cancellation fee equal to **one-fourth (1/4)** of the registration cost will be assessed, based on original registration fee.
- **Late Cancellation:** If notice of cancellation is received **after October 5, 2021**, a cancellation fee equal to **one-half (1/2)** of the registration cost will be assessed, based on original registration fee.

*Registration forms received at the MAS office after October 8 will be processed onsite. Please go to the registration desk onsite to have your name badge made.*



## **Tentative Agenda**

### **Tuesday, October 19, 2021**

- 12:00 p.m. – 4:00 p.m.     Registration
- 1:00 p.m. – 3:00 p.m.     Committee Meetings
- 2:00 p.m. – 3:00 p.m.     Educational Workshop
- 4:30 p.m.                     Welcome Reception

### **Wednesday, October 20, 2021**

- 7:00 a.m. – 8:15 a.m.     Breakfast
- 8:00 a.m. – 1:00 p.m.     Registration
- 8:30 a.m. – 12:00 p.m.    General Assembly/Educational Workshops
- 12:00 p.m.                   Lunch
- 1:30 p.m. – 4:30 p.m.     Local Interest Tours
- 5:30 p.m.                     Dinner

### **Thursday, October 21, 2021**

- 7:00 a.m. – 8:15 a.m.     Breakfast
- 8:00 a.m.                     Registration
- 8:30 a.m. – 11:30 a.m.    General Assembly/Educational Workshops
- 11:30 a.m.                    Adjourn

#### **Event Date:**

Tuesday, October 19, 2021 - 12:00pm to Thursday, October 21, 2021 - 12:00pm

**Legislative Advocacy**

**Member Services**

**Community and**

## Tentative Agenda

### Tuesday, October 19, 2021

12:00 p.m. – 4:00 p.m. Lobby	Registration <i>Sponsored by ABM</i>
1:00 p.m. – 2:00 p.m. Oxford Hall	Legislative Committee Meeting
2:00 p.m. – 3:45 p.m. Oxford Hall	<b>EDUCATIONAL WORKSHOPS</b>
2:00 p.m. – 3:00 p.m. Oxford Hall	Improving Your Cyber Security <i>SPEAKER TBD</i>
3:00 p.m. – 3:45 p.m. Oxford Hall	How MAS Can Save Your County Money <i>Derrick Surette, MAS Executive Director</i>
4:30 p.m. <i>Lyric</i>	Welcome Reception at the Lyric Downtown Oxford <i>1006 Van Buren Ave., Oxford, MS 38655</i>

### Wednesday, October 20, 2021

7:00 a.m. – 8:15 a.m. Oxford Hall	Breakfast <i>Sponsored by Government Consultants</i>
8:00 a.m. – 1:00 p.m. Lobby	Registration <i>Sponsored by Raymond James</i>
8:30 a.m. – 11:45 a.m. Oxford Hall	<b>EDUCATIONAL WORKSHOPS</b>
8:30 a.m. – 9:30 a.m. Oxford Hall	ARPA Upcoming Reporting Deadline and Grant Outline <i>Three Rivers PDD Representative</i> <i>Derrick Surette, MAS Executive Director</i>
9:30 a.m. – 10:30 a.m. Oxford Hall	Update from MDOT & ERBRF Round 2 <i>Brad White, MDOT Executive Director</i>
10:30 a.m. Oxford Hall	Morning Refreshments <i>Sponsored by AMR/LifeGuard/MedStat</i>
10:45 a.m. – 11:45 a.m. Oxford Hall	Is Your County Prepared for an Emergency Disaster? <i>Stephen McCraney, MEMA Director</i>

**Wednesday, October 20, 2021**

11:45 a.m. Lunch  
Oxford Hall *Sponsored by C Spire*

1:30 p.m. – 4:30 p.m. Local Interest Tours  
1:00 p.m. *Load Buses to Interest Tours*

1:30 p.m. – 2:30 p.m. Double Decker Bus Tour

1:30 p.m. – 2:30 p.m. Winchester Facility Tour

5:30 p.m. Dinner  
Oxford Hall

**Thursday, October 21, 2021**

7:00 a.m. – 8:15 a.m. Breakfast  
Oxford Hall

8:00 a.m. Registration  
Lobby

8:30 a.m. – 11:45 a.m. **EDUCATIONAL WORKSHOPS**  
Oxford Hall

8:30 a.m. – 9:30 a.m. Update from State Aid & Best Practices on Road Safety  
Oxford Hall *Harry Lee James, State Aid Engineer*

9:30 a.m. – 10:15 a.m. State Office  
Oxford Hall *SPEAKER TBD*

10:15 a.m. – 11:30 a.m. Discussion and Approval of MAS Legislative Proposals  
Oxford Hall *Steve Gray, MAS Governmental Affairs Director*

11:30 a.m. Adjourn

**Affiliate Group Meetings:**

**Wednesday, October 20**

9:00 a.m. – 12:00 p.m. MS Assn. of County Road Managers  
Auditorium

1:00 p.m. – 3:00 p.m. MS Assn. of County Administrators/Comptrollers  
Auditorium

**Thursday, October 21**

9:00 a.m. – 12:00 p.m. MS Assn. of County Road Managers  
Auditorium

# EXHIBIT G

## NOTICE FOR BID PROPOSALS

Notice is hereby given that sealed or electronic bids proposals will be received by the Clay County, Board of Supervisors for the purchase of the following, to-wit:

### ***VOTING MACHINES AND RELATED EQUIPMENT FOR USE BY CLAY COUNTY, MS***

Bid proposals (no prices) will be accepted until Thursday, October 28, 2021, until 9:00 a.m. Bid specifications and procedures may be obtained by contacting the Circuit Clerk, Kim Hood, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. at (662) 494-3384 or via email at [khoo@claycounty.ms.gov](mailto:khoo@claycounty.ms.gov). Bid proposals may be submitted by electronic submission at [www.centralbidding.com](http://www.centralbidding.com).

All sealed bid proposals must be on file with the Chancery Clerk prior to or by the acceptance date and time as stated above. Said bid proposals must be sealed and clearly marked on the outside of the envelope as indicated: *VOTING MACHINES AND RELATED EQUIPMENT PROPOSAL THURSDAY, OCTOBER 28, 2021*. Submissions not so marked are submitted at the risk of the prospective bidder and the County assumes no responsibility of the premature opening of the same by any County Employee. Bid proposals sent through the U. S. Mail or delivered in person are done so at the risk of the prospective bidder and should be addressed P. O. Box 815, West Point, MS 39773, or by hand or parcel delivery to 365 Court Street, West Point, MS 39773. The County is not responsible for submissions that are delivered in person or arrive in the mail after the designated deadline of Thursday, October 28, 2021

All electronic bid specifications and procedures may be obtained electronically at [www.centralbidding.com](http://www.centralbidding.com). For questions relating to electronic downloads, please contact Central Bidding at (225) 810-4814.

Bid proposals will be evaluated and vendors submitting acceptable proposals will be invited by no later than 5:00 p.m., Thursday, October 28, 2021. Final bidding will be held by electronic reverse auction on Monday, November 1, 2021 at [www.centralbidding.com](http://www.centralbidding.com) beginning at 9:00 a.m. and ending at 10:00 a.m. (unless extended by anti-sniping).

Electronic bids and/or reverse auction bids may be submitted at [www.centralbidding.com](http://www.centralbidding.com). For any questions, related to the electronic bidding process, please call Central Bidding at (225) 810-4814. Bids may, also, be submitted to the Clay County Chancery Clerk's office % Amy G.

Berry, 365 Court Street, West Point, MS 39773, on Monday, November 1, 2021, beginning at 9:00 a.m. and ending at 10:00 a.m. (unless extended by anti-sniping) and will be included in the "live" reverse auction.

However, anyone wishing to submit bids in this manner will register with Central Bidding prior to Thursday, October 28, 2021. After careful consideration, the Clay County Board of Supervisors will officially award the bid at its regularly scheduled Board meeting on Monday, November 1, 2021, at 9:00 a.m. unless continued until a later date.

If the agency is closed for any unforeseen reason which prevents the acceptance and/or opening of sealed electronic bids, or prevents the live reverse auction at the advertised date and time, all bids shall be publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. All reverse auctions shall begin on the next business day that the agency shall be open and at the previously advertised time. The agency shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the unforeseen closure of the agency. Each vendor/contractor shall be required to ensure the delivery and receipt of its sealed and/or electronic bid by the agency prior to the new date and time of the bid opening.

The Clay County Board of Supervisors reserves the right to reject or accept any and all bids, or any part of any or all bids based on a lowest and best bid determination in the best interest of the County. The Board also reserves the right to waive informalities.

The County reserves the right to utilize "anti-sniping" for reverse auction. Anti-sniping is a tool that automatically extends the bid time for reverse auctions by five (5) minutes if a vendor places a bid in the final five (5) minutes of the reverse auction. The anti-sniping effect will automatically extend the reverse auction bid time any time a bid is placed in the last five (5) minutes of the reverse auction and can auto extend the reverse auction multiple times until the bidding on the reverse auction ends.

SO PUBLISHED, this the 7th day of October, 2021.

/s/ Shelton L. Deanes  
President

**ATTEST:**

/s/ Amy G. Berry



Chancery Clerk  
Clerk of the Board

Publication Dates:  
10/9/2021  
10/16/2021

# ***BID Proposal Specifications***

Turnkey Election System including  
Precinct Scanners, Ballot Marking Devices, Accessories, Software,  
Testing and Training

Clay County Board of Supervisors  
Clay County, Mississippi

**Proposals Due**  
Thursday, October 28, 2021 9:00 A.M.

**Electronic Reverse Auction**  
Monday, November 1, 2021 beginning at 9:00 a.m. and ending 10:00 a.m.

**All Participants must register at**  
[www.centralbidding.com](http://www.centralbidding.com)

## REQUEST FOR BID PROPOSALS

Clay County, Mississippi, acting by and through the Clay County Board of Supervisors, with authority and responsibility for the conduct of elections vested in the Clay County Circuit Clerk and Clay County Election Commissioners is seeking to replace the existing voting system with a new turnkey election system for the conduct of elections in Clay County.

Clay County is currently utilizing Fifty-nine (59) Accu Vote TS/TSX Terminals and Two (2) Accu Vote OS/OSX Scanners with Ballot Box and is seeking to upgrade to all new precinct scanners with associated ballot marking devices for each precinct, new software for reporting, implementation services for the new system, ballot on demand hardware and software with color printer, training on the new system, post warranty support and maintenance for the 2022 elections.

### BID OVERVIEW

Clay County is requesting proposals for a single source turnkey election system solution from an established elections systems provider that will provide and support the equipment acquired to ensure maximum benefit from the investment made.

The Turnkey Elections System to be acquired will include Seventeen (17) or more precinct scanners, Fifteen (15) ballot-marking devices, ballot on demand with hardware and software with a color printer with firmware a Five (5) year hardware warranty and necessary accessories for all, including ADA accessories, elections reporting software, implementation services including training and testing, hardware and software warranty, support and maintenance and post-warranty maintenance and support.

The proposing vendor shall also be afforded preferential consideration for a trade-in allowance of existing voting equipment including Two (2) Accu Vote OS Scanners with Ballot Box and Fifty-nine (59) Accu Vote TSX Terminals, to be exercised at the option of the County.

One (1) year of post-warranty License and Maintenance and support shall be included in the turnkey election system price. The vendor shall provide annual post-warranty pricing for period of a minimum of three years for license, maintenance and support fees for hardware and software provided. The cost for the annual support fees after first (1) year shall be stated lump sum and shall be billable annually or monthly by mutual agreement of the County and proposing vendor.

This overview provides the general description for the single source turnkey election system being solicited by Clay County. It is the responsibility of the proposing vendor to ensure that all components necessary for this complete system is included in their proposal for a turnkey project.

Clay County requires the solution provider to provide onsite training to administrative staff and Election Commissioners who will be performing the day-to-day preparation for elections as well as maintenance and upkeep of the system acquired.

It is expected that the system proposed will be fully functional and available for productive use by Clay County by January 31, 2022 or date agreed to by selected vendor and the County.

The successful bidder for this project will be selected as soon as possible by the County upon receipt and analysis of the proposals presented and qualification to participate in the reverse auction. Upon notification of award the successful bidder will immediately order the required hardware and software upon receipt of the purchase order. All systems will be installed and tested to be operational no later than the dates previously specified. The vendor will supply adequate support staff onsite to quickly address all technical issues that may arise during implementation and training.

List of Election System Equipment and Services to be included in Turnkey Election System Solution Provided

- Seventeen (17) or more Precinct Scanners
  - Each Precinct Scanner shall include a case, a non-collapsible standard ballot box, paper roll, internal battery backup that charges while unit is connected to power, power supply with AC cord and minimum 4GB memory device with a minimum one (1) year warranty.
- Fifteen (15) Ballot-Marking Devices
  - Each Ballot-Marking Device shall include the terminal, internal battery backup that charges while unit is connected to power, ADA accessories, minimum 4 GB memory device, power supply with AC cord, case and a minimum one (1) year warranty.
- Ballot on Demand Hardware and Software
- Compact Color Printer with Firmware and Five (5) Year Hardware Warranty
- Operational, Counting and Reporting Software
  - Will include all required operational software, county-level election-night reporting software and a minimum one (1) year maintenance/ warranty on

all software.

- **Implementation Services**
  - Will include all required implementation services including equipment and software training for election commissioners, circuit clerk and staff, technical staff and poll-worker train-the-trainer training. Will also include installation and acceptance testing. A *Poll Manager Training Guide* shall also be provided by the vendor.
- **Ancillary Costs**
  - Will include all shipping and handling costs associated with acquisition of the turnkey election system and other costs not previously specified that must be included.
- **Post Warranty Maintenance and Support Costs**
  - Will include an annual cost for a minimum three (3) year post-warranty period including license, maintenance and support fees.

### General Specifications

- **Overall Requirements**
  - The system must have the ability to support numerous ballot styles on a single voting unit.
  - The system must support multiple splits in a precinct.
  - The system must support combined precincts, where more than one precinct is voting at the same location, on either the same or a different ballot style.
  - Provide for the privacy of votes throughout the election process.
  - Be able to withstand frequent loading and unloading, stacking, assembling, disassembling, reassembling, and heavy use, without damage to internal circuitry. Be transportable, without damage to internal circuitry. Transportation conditions may include extremely bumpy roads and possibility of exposure to extreme heat and cold, dust, and other environmental elements.
  - Require minimal assembling/disassembling of parts.
  - Ensure long product lifecycle by including long-lasting components that allow for replacement or additional components that match the original components.
  - Require minimal maintenance during storage.
  - Vendor must describe and provide costs of options currently available for ballot on demand voting at each polling location in lieu of issuing pre-printed ballots to voters.
  - System must be Federal Certified by EAC (Election Assistant Commission) prior

to bid.

- Precinct Scanner Hardware
  - The scanner unit shall have a display of at least 12 inches diagonal to present information clearly to the users.
  - The scanner unit must have a touch screen for voter, county staff and poll worker input.
  - The scanner unit must allow for easy access, requiring less than one minute, to access the imaging sensors for cleaning and diagnostics.
  - Allow easy access for clearing of jammed ballots, with no tools required and ability to clear the jam in under one minute.
  - The scanner unit must contain a lithium-ion battery backup that provides power for the unit for a minimum duration of two (2) hours of continuous use. The battery must recharge automatically when power is restored to the system. The battery charger must be integrated into the system. A system that requires the battery to be removed and charged on a separate charger will not be considered as qualifying under this requirement.
  - The scanner unit must provide functionality to charge the unit without turning the unit on.
  - The scanner unit shall provide the battery charge level.
  - The scanner unit shall allow for the capability for expansion through USB hub or ports.
  - The scanner unit shall have the ability to lock access to the input feed tray while not in use.
  - The scanner unit shall have the ability to provide an ink stamp on valid cast ballots to prevent rescanning by a poll official.
  - The scanner unit shall have the ability to provide an ink stamp on valid cast ballots to prevent rescanning by a poll official.
  - The scanner unit shall have the ability to securely update all product firmware without disassembling the unit or breaking the disassembly seals.
  - The scanner unit must accept ballots in all four orientations including: face up, face down, top first or bottom first.
  - The scanner unit must support a mixture of paper ballots that are single-sided and double-sided within the same election.
  - The scanner unit must support the use of paper ballots composed of multiple ballot sheets.
  - The included ballot box must have a removable bin that allows for collection of ballots without requiring the poll workers to touch the voted ballots.
    - Be fully lockable and have no exposed communication ports.
- Precinct Scanner Functionality
  - The unit shall clearly display the public count during voting sessions.
  - The unit shall have a simple poll opening procedure.

- The unit shall provide clear and concise messages to tell voters what to do when an exception on the ballot being voted is encountered. Exceptions Include over voted, under voted, blank, etc.
  - The unit shall hold the entire ballot within the unit for privacy while exception messages are displayed.
  - The unit shall make clear to the voter how to cast a ballot.
  - The unit shall make clear to the voter when voting action is complete.
  - The unit shall have an icon indicator that tells the poll worker when the AC power connection (external power) is not available.
  - The unit shall provide an audio signal that tells the poll worker when the unit is not operating under AC power.
  - The unit shall have screen help, voter feedback shall be presented in a clear and concise manner utilizing graphical and color attributes.
- **Scanner Software / Firmware**
    - The scanner system shall be able to provide diagnostics that allow the viewing of the scanned ballot images, marks detection and digital readings taken by the unit.
- **Precinct Scanner Flexibility of Ballot Design and Layout**
    - The system shall have the ability to adjust all row and column widths.
    - The system shall support eleven (11), fourteen (14), seventeen (17) and nineteen (19) inch ballot pages.
    - The ballot layout application must create PDF files that can be utilized with either digital or offset ballot printing.
    - The system shall have the ability to tabulate at the precinct by hand marked ballots and a ballot mark on a BMD (Ballot Marking Device).
- **Ballot-Marking Device**
    - The ballot-marking device provided shall ensure all voters possess the same opportunity to independently cast his or her vote regardless of their physical limitations or disability.
    - The ballot-marking device must be configured to operate without assistance provided by a poll worker in selecting the accessibility feature(s) for the voter.
    - The ballot-marking device must provide both audio and visual ballot information at the same time.
    - The ballot-marking device must have an internal battery backup to supplement AC power.
    - Be fully lockable and have no exposed communication ports.
- **Election Management Software**
    - All confidential data that is saved to removable media (USB stick, flash card, or other similar device) must be encrypted using AES and a bit strength

- of 128 or higher.
  - The election management software must have built-in templates which allow the user to copy the ballot layout format from one election to the next election.
  - The election management software must allow custom templates to be saved and copied from one election to another.
  - The election management software must provide for a results output that can be displayed on the web.
  - The election management software must allow results to be reviewed on a periodic basis throughout the tabulation process, at all levels.
  - The election management software must be able to import data from the Mississippi Statewide Elections Management System (SEMS) for layout of election coding.
  - The election management software must be able to export election results for import into SEMS.
  - The system must interface with the SEMS voter registration system for uploading tabulation results.
  - Clay County will be provided all software necessary to build the database from SEMS and import results into SEMS without the vendor or third party manipulating the data.
- Vendor Requirements
    - The proposing vendor must be able to provide on-going and emergency Election Day support for the solution solicited.
    - The proposing vendor must have access to the software/firmware source code and trained software engineers familiar with the software to make on-going changes/updates to the system.
    - The proposing vendor will provide a secure system in response to this RFP that will ensure the integrity of elections.
    - The proposing vendor will provide the specifications for a computer required to operate the election management software.
    - Vendor must have prior experience managing elections for a jurisdiction comparable with the size of the procuring county based on number of registered voters.
    - Vendor must have the internal infrastructure to support and maintain the systems including repair parts for the next 10 years.

### Overall Solution Requirements

In responding to this BID Proposal, the solution provider shall include all hardware, software, installation and configuration services and expenses, ongoing maintenance and support services, any additional support options, rental costs and other costs broken out



separately with submission of the reverse auction bid. While all of the components are to be included in the total price for the system, annual support and maintenance shall be included in the total system price for the first year, but thereafter shall be for consideration as an annual maintenance contract.

Annual Maintenance and Support shall include the following:

- On-call Emergency Response
- On-Site Hardware Response
- Certified Technician Support
- Troubleshooting and Repair
- Software Upgrades
- Firmware Upgrades

The annual maintenance and support shall be specified as a yearly lump sum cost for the post warranty three (3) year period. Maintenance and support shall be paid monthly or annually upon mutual agreement. The first year is included.

Clay County has attempted to provide information that may be of benefit in formulating this proposed solution, but it is the responsibility of the vendor to ensure their proposal is accurate, complete and capable of providing a complete and functional turnkey election system for Clay County.

Bidder shall warrant all equipment to be free from defects in material and workmanship, and to operate in accordance with these specifications for a period of not less than One (1) year from date of delivery.

Vendor must be a US owned company.

Questions or requests for information in regard to this BID Proposal should be directed to Circuit Clerks Office, Kim Hood, at 662-494-3384 or [khoo@claycounty.ms.gov](mailto:khoo@claycounty.ms.gov).

**Response Format**

The format of the response to this solicitation is left to the proposing vendor but said response shall include all necessary information to ensure that Clay County is able to make an informed decision in regard to the solution proposed.

***It should be noted that Clay County is subject to Mississippi Open Records Law. As a result, Clay County can give no assurance to any bidder that information marked as proprietary can be protected as such. As a matter of law, submitted proposals will become a part of public record***

Proposal Evaluation Criteria

The following is the criteria which will be utilized to weigh the lowest responsive and responsible bidder:

1. Vendor Qualifications - to include responses from references
2. Quality and Completeness of Proposal Submitted
3. Compliance with Implementation and Training Requirements
4. Warranty, Support Services and Maintenance Requirements
5. Compliance with System Requirements
6. Pricing of Components
7. Trade-In of Existing Election Equipment
8. Options to Expand Ballot on Demand as listed on page 2.

Clay County reserves the right to disqualify any non-compliant vendors and solutions and reserves the right to reject any and all proposals submitted.

Project Award

It is the intent of Clay County to award this project to a single qualified vendor who can provide all of the required capabilities. Clay County reserves the right to waive informalities and irregularities, reject any and all bids and make no award in response to this BID Proposal in the best interest of the County.

If an award is made as a result of this BID Proposal, it shall be awarded to the respondent whose proposal is most advantageous to Clay County with price and other factors considered.

In the event that an award results from this BID Proposal, then the winning bidder agrees that Clay County will be held harmless for any lawsuits resulting from work performed by the winning bidder or acts of the winning bidder's employees. This shall include any resulting issues with patent infringements.

Payment Terms

Each proposal shall include a statement of the standard payment terms for a project of this type. Clay County reserves the right to negotiate payment terms upon contract award but generally does not issue payment until all equipment and systems are installed and functioning correctly.

# CLAY COUNTY BOARD OF SUPERVISORS

Turnkey Election System

## OFFICIAL BID FORM

FOR SUBMISSION OF REVERSE AUCTION BID

For: Clay County Board of Supervisors, P.O. Box 815, 365 Court Street, West Point, MS 39773

We are pleased to submit the following bid for:

With all items and equipment to provide a Turnkey Election System solution for Clay County for the price specified below:

BID PRICE, As Specified: \_\_\_\_\_ **(Includes Trade-In)**

Delivery and Installation Time: \_\_\_\_\_ (Calendar Days)

Bid is: \_\_\_\_\_ as per specifications, taking no exceptions

\_\_\_\_\_ taking only those specification exceptions listed by letter attached and referenced to page numbers specified (no alternate bids are accepted)

Annual Post-Warranty Support and Maintenance Cost: \_\_\_\_\_ per year

Acquisition of One (1) or more additional Precinct Scanners: \_\_\_\_\_ each

Acquisition of One (1) or more additional Ballot-Marking Devices: \_\_\_\_\_ each

Trade-In Allowance of Existing Voting Equipment: \_\_\_\_\_ lump sum – to be deducted from complete price specified above if option is exercised by County.

As required in the overall solution requirements the vendor must provide all costs broken out separately with this official bid form.

Selling Company Name: \_\_\_\_\_

Manufacturer of Solution: \_\_\_\_\_

FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

# EXHIBIT H

## NOTICE FOR BID PROPOSALS

Notice is hereby given that sealed or electronic bids proposals will be received by the Clay County, Board of Supervisors for the purchase of ONE (1) 2021 MODEL, 25 CUBIC YARD, GARBAGE REFUSE TRUCK BODY.

Bid proposals (no prices) will be accepted until Thursday, October 28, 2021, until 9:00 a.m. Bid specifications and procedures may be obtained by contacting the Chancery Clerk, Amy Berry, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. at (662) 494-3124 or via email at [aberry@claycounty.ms.gov](mailto:aberry@claycounty.ms.gov). Bid proposals may be submitted by electronic submission at [www.centralbidding.com](http://www.centralbidding.com).

All sealed bid proposals must be on file with the Chancery Clerk prior to or by the acceptance date and time as stated above. Said bid proposals must be sealed and clearly marked on the outside of the envelope as indicated: One (1) 2021 Model Garbage Refuse Truck Body, Proposal Date Thursday, October 28, 2021. Submissions not so marked are submitted at the risk of the prospective bidder and the County assumes no responsibility of the premature opening of the same by any County Employee. Bid proposals sent through the U. S. Mail or delivered in person are done so at the risk of the prospective bidder and should be addressed P. O. Box 815, West Point, MS 39773, or by hand or parcel delivery to 365 Court Street, West Point, MS 39773. The County is not responsible for submissions that are delivered in person or arrive in the mail after the designated deadline of Thursday, October 28, 2021

All electronic bid specifications and procedures may be obtained electronically at [www.centralbidding.com](http://www.centralbidding.com). For questions relating to electronic downloads, please contact Central Bidding at (225) 810-4814.

Bid proposals will be evaluated and vendors submitting acceptable proposals will be invited by no later than 5:00 p.m., Thursday, October 28, 2021. Final bidding will be held by electronic reverse auction on Monday, November 1, 2021 at [www.centralbidding.com](http://www.centralbidding.com) beginning at 9:00 a.m. and ending at 10:00 a.m. (unless extended by anti-sniping).

Electronic bids and/or reverse auction bids may be submitted at [www.centralbidding.com](http://www.centralbidding.com). For any questions, related to the electronic bidding process, please call Central Bidding at (225) 810-4814. Bids may, also, be submitted to the Clay County Chancery Clerk's office % Amy G. Berry, 365 Court Street, West Point, MS 39773, on Monday, November 1, 2021, beginning at

9:00 a.m. and ending at 10:00 a.m. (unless extended by anti-sniping) and will be included in the "live" reverse auction.

However, anyone wishing to submit bids in this manner will register with Central Bidding prior to Thursday, October 28, 2021. After careful consideration, the Clay County Board of Supervisors will officially award the bid at its regularly scheduled Board meeting on Monday, November 1, 2021, at 9:00 a.m. unless continued until a later date.

If the agency is closed for any unforeseen reason which prevents the acceptance and/or opening of sealed electronic bids, or prevents the live reverse auction at the advertised date and time, all bids shall be publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. All reverse auctions shall begin on the next business day that the agency shall be open and at the previously advertised time. The agency shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the unforeseen closure of the agency. Each vendor/contractor shall be required to ensure the delivery and receipt of its sealed and/or electronic bid by the agency prior to the new date and time of the bid opening.

The Clay County Board of Supervisors reserves the right to reject or accept any and all bids, or any part of any or all bids based on a lowest and best bid determination in the best interest of the County. The Board also reserves the right to waive informalities.

The County reserves the right to utilize "anti-sniping" for reverse auction. Anti-sniping is a tool that automatically extends the bid time for reverse auctions by five (5) minutes if a vendor places a bid in the final five (5) minutes of the reverse auction. The anti-sniping effect will automatically extend the reverse auction bid time any time a bid is placed in the last five (5) minutes of the reverse auction and can auto extend the reverse auction multiple times until the bidding on the reverse auction ends.

SO PUBLISHED, this the 4rth day of October, 2021.

\_\_\_\_\_/s/ Shelton L. Deanes\_\_\_\_\_  
President

**ATTEST:**

\_\_\_\_\_/s/ Amy G. Berry\_\_\_\_\_  
Chancery Clerk

Clerk of the Board

Publication Dates:

10/9/2021

10/16/2021

**CLAY COUNTY, MS**  
**25 Cubic Yard HIGH COMPACTION Rear Loading Refuse Collection Truck Body**  
**Bid Specifications**

**SCOPE:** It is the intent of this specification to describe a hydraulically actuated packer body of the rear loading type with the following specifications considered necessary to perform the work assigned. The body shall be capable of compacting and transporting refuse to a landfill or transfer station and dispensing the load by means of hydraulic ejection. The body shall not be required to be tilted, lifted, or otherwise displaced from the chassis in order to eject the load.

**GENERAL:** All equipment furnished under this contract shall be new and unused, and the same as the manufacturers current production model. Accessories not specifically mentioned, but necessary to furnish a complete unit ready for use shall also be included. The equipment furnished shall conform to all ANSI Safety Standards A245.1-1984.

**BID SPECIFICATIONS**

Bidder Shall Complete the Following

If No, State Specifically the Item being Offered

If your body doesn't meet the following specifications, simply state what it is that's different in the offered line. These specifications are not intended to keep anyone from bidding.

**YES   NO   OFFERED**

**A. CAPACITY**

1. The body shall have a capacity excluding hopper of:

25 Cubic Yards

\_\_\_\_\_

2. The body shall be able to pack up to 1,100 pounds  
Per cubic yard.

\_\_\_\_\_

**B. BODY DIMENSIONS**

1. Maximum overall width not to exceed 96".

\_\_\_\_\_

State the width of the body being bid: \_\_\_\_\_

2. Overall length and height (*with tailgate in locked position*) above the chassis frame:

Capacity	Length	Height	CT (cab to center of tandem)
a. 25 Cu./Yd.	270"	94"	156"

\_\_\_\_\_

If the body doesn't meet this, please state the dimensions : \_\_\_\_\_

Rear loading Refuse collection Truck Body  
(Continued)

3. Body weight (exclusive of options):

Capacity	Weight
----------	--------



e. 25 Cu./Yd. 12,000 pounds \_\_\_\_\_

State the weight of the body being bid: \_\_\_\_\_

**C. BODY CONSTRUCTION**

1. Body sides, roof shall be curve shell design without the need of side bracing. Continuous operation at maximum loads without harmful deformation or wear. \_\_\_\_\_

2. The roof shall be constructed of 10 gauge 80,000 PSI steel. \_\_\_\_\_

3. The body sides shall be constructed of 10 gauge, 80,000 PSI steel. \_\_\_\_\_

4. Sides shall be braced along the bottom from tailgate tapered to a point at the front of the body. Braces shall be interconnected with floor gussets and continuously welded. Rear portion of side brace shall connect to a triangular gussets and all seams continuously welded for maximum strength. \_\_\_\_\_

State the dimensions of the body side bracing: \_\_\_\_\_

State the size of the triangular gussets: \_\_\_\_\_

5. The body upper floor sides shall be 10 gauge 80,000 PSI steel. \_\_\_\_\_

**Rear loading Refuse collection Truck Body  
(Continued)**

**YES NO OFFERED**

7. The body floor center shall be 1/4" 150,000 PSI plate high tensile steel.  
State the size of the floor in the body: \_\_\_\_\_

8. The trough shall be constructed of two 8" channel sills to hold the ejection panel in line under the most extreme load conditions. \_\_\_\_\_

9. Side access door shall be located on the street side of the body sidewall. \_\_\_\_\_

10. Side access door shall be equipped with a safety interlock to disengage PTO when door is open. \_\_\_\_\_

**D. TAILGATE DIMENSIONS**

- 1. Hopper opening width shall not be less than 74".  
 State the size of the hopper opening: \_\_\_\_\_
  - 2. Hopper capacity shall not be less than 3.0 cubic yards as calculated By WASTECC DWRP03 No.1 method.  
 \_\_\_\_\_
  - 3. Hopper cycle time with the standard PTO and pump shall have an average of 19-22 seconds.  
 \_\_\_\_\_
- Please state the average cycle time: \_\_\_\_\_

**E. TAILGATE CONSTRUCTION**

- 1. Tailgate sides shall be constructed of a minimum of 7-gauge high tensile sheet steel, and the upper sides shall be constructed of a minimum of 10 gauge high tensile sheet steel.  
 \_\_\_\_\_
- 2. Tailgate sides shall be reinforced by bracing constructed of 7 gauge formed steel and fully welded in a horizontal position for maximum support.  
 State the dimensions of the bracing: \_\_\_\_\_  
 State the size of the tailgate sides reinforcement bracing: \_\_\_\_\_
- 3. The slide panel guide track shall be constructed of AR400 steel reinforced by formed 1/4" high tensile steel.  
 State the dimensions of the guide track: \_\_\_\_\_  
 State the size of the slide panel guide track: \_\_\_\_\_

Rear loading Refuse collection Truck Body  
 (Continued)

**YES NO OFFERED**

- 4. The tailgate shall be equipped with an automatic hydraulic locking system with a pilot check valve to ensure constant pressure for a tight seal.  
 \_\_\_\_\_
- 5. The tailgate shall be unlocked raised by two double acting cylinders equipped with clevis ends and restrictors to prevent precipitous tailgate decent in the event of a broken hydraulic line.  
 State the bore of the tailgate cylinder: \_\_\_\_\_
- 6. The tailgate perimeter edge shall be reinforced by a minimum 2" x 2" structural tube steel.  
 \_\_\_\_\_
- 7. Tailgate shall be equipped with a chemically inert seal to provide a watertight seal. (24" high)  
 \_\_\_\_\_

8. Hopper floor shall remain stationary during the packing cycle and shall be equipped with a 2" drain plug. \_\_\_\_\_

9. Hopper floor shall be a minimum of 1/4" 150,000 PSI sheet adequately braced to withstand maximum pressures imposed upon it. Hopper back 1/4" T-1 steel. \_\_\_\_\_

State the size of the hopper floor: \_\_\_\_\_  
State the PSI of the floor: \_\_\_\_\_  
State the size of the hopper back: \_\_\_\_\_

10. The hopper load sill shall be constructed from a minimum 3/8" plate and be even with the chassis frame height \_\_\_\_\_

State the size of the hopper load sill plate: \_\_\_\_\_

11. Self-cleaning grip bolt on strut steps and grab handles shall be required on both sides of the tailgate. \_\_\_\_\_

12. Auto locking tailgate. \_\_\_\_\_

**F. PACKING MECHANISM CONSTRUCTION**

1. The sweep panel shall be of the backhoe packing type, and designed to have a minimum clearance to thoroughly clean the hopper bottom during cycling. \_\_\_\_\_

2. The sweep panel face plate shall be constructed of 1/4" high tensile sheet steel and shall be reinforced with (4) integral braces made from 1" steel plate. \_\_\_\_\_

State the size of the sheet steel: \_\_\_\_\_  
State the size of the braces steel plate: \_\_\_\_\_

3. The sweep panel shall be powered by two double acting cylinders equipped with bronze bushings. \_\_\_\_\_

State the size of the sweep cylinders: \_\_\_\_\_

4. The slide panel face plate shall be constructed of 1/4" high strength sheet steel. \_\_\_\_\_

State the size of the slide panel face plate: \_\_\_\_\_

5. The slide panel shall be powered by two stroke double acting cylinders. \_\_\_\_\_

State the bore size: \_\_\_\_\_  
State the stroke size: \_\_\_\_\_

6. The linear slide movement of the panel shall be accomplished on two high density UHMW guide bearing blocks. \_\_\_\_\_

7. The pivotal rotation of the sweep panel shall be accomplished through the sweep panel pivot which shall consist of two 2" diameter stress proof pivot pins with bronze bushings. \_\_\_\_\_

State the diameter of the stress proof pivot pins: \_\_\_\_\_

8. Both ends of the pivot shaft shall be equipped with bronze bushings. \_\_\_\_\_

**G. EJECTION PANEL CONSTRUCTION**

- 1. Ejection blade shall form the front of the body and be hydraulically operated and designed to have a minimum clearance too thoroughly clean the body during cycling. \_\_\_\_\_
- 2. The load shall be discharged by means of a positive ejection system. A double acting, telescopic cylinder shall extend and retract the full length of the body. \_\_\_\_\_
- 3. The ejection panel face plate shall be constructed of 10 gauge 50,000 PSI sheet steel and reinforced with trapezoidal cross members of high Tensile strength. \_\_\_\_\_

State the steel gauge of the ejection panel face plate: \_\_\_\_\_

State the PSI of the sheet steel: \_\_\_\_\_

**YES NO OFFERED**

4. The ejection panel shall slide in an 8" channel sill on four high density UHMW slide bearing blocks. \_\_\_\_\_

5. Ejection panel bearing blocks must be able to be replaced without removing ejection panel. \_\_\_\_\_

6. The telescopic cylinder shall be horizontally positioned & consist of the following dimensional characteristics:

Capacity	Stage	Bore	YES	NO	OFFERED
f. 25 Cu./Yd.	4 Stage	6.5"	_____	_____	_____

State the bore of the ejection cylinder: \_\_\_\_\_

7. No clamping cylinder or clamping mechanism shall be required. \_\_\_\_\_

**H. CONTROLS**

- 1. The ejector panel and tailgate raise control shall be mounted inside the front left-hand side of the body. Controls are accessed through opening located in access door. Controls will not come into contact with any refuse and are protected from outside elements. \_\_\_\_\_
- 2. An electrical device shall be supplied to automatically raise the engine speed to the proper RPM during the packing cycle. \_\_\_\_\_
- 3. An additional throttle advance switch shall be mounted at the front left hand side of the body near the tailgate raise control handle and \_\_\_\_\_

at the rear right hand side near the packing blade control.

\_\_\_\_\_

4. A Back-Pack Valve shall be required to automatically advance the ejector panel when packing against it.

\_\_\_\_\_

5. The packing panel control shall be designed to accomplish the normal packing cycle in two steps and shall be reversible or stopped at any time during the cycle.

\_\_\_\_\_

6. The packing panel control shall be a two-handle design and located at the rear of the tailgate on the curbside.

\_\_\_\_\_

**HYDRAULIC SYSTEM**

1. A power takeoff/pump combination shall be used to power the hydraulic system.

\_\_\_\_\_

2. All hydraulic valve shall be mechanically operated and use direct link controls.

\_\_\_\_\_

3. The hydraulic pump shall provide a delivery of 29 GPM at 1400 to 1500 RPM.

\_\_\_\_\_

4. Normal maximum operating pressures shall not exceed 2500 PSI

\_\_\_\_\_

State the operating pressure: \_\_\_\_\_

5. The hydraulic system shall incorporate a relief valve and a hydraulic pressure gauge to protect all components from excess pressures.

\_\_\_\_\_

6. All hydraulic hoses shall conform to S.A.E. Standards. No flat spots in hoses will be acceptable.

\_\_\_\_\_

7. Hydraulic tank shall not be less than 50 gallons and must be equipped with a sight and temperature gauge. The tank shall be located inside the body.

\_\_\_\_\_

8. A replaceable 10 micron absolute in tank immersed filter with by-pass valve and visual indicator shall be furnished in the return line of the hydraulic system.

\_\_\_\_\_

9. A shut-off valve shall be mounted on the suction line near the oil tank.

\_\_\_\_\_

10. All cylinder rods shall be chrome plated.

\_\_\_\_\_

11. Sweep and slide cylinder rods induction hardened.

\_\_\_\_\_

**I. ELECTRICAL**

**YES NO OFFERED**

1. All body wiring shall be color coded in factory harness with sealed connectors.

\_\_\_\_\_

2. Body to chassis wiring shall be in sealed junction box at front of body with sealed connectors.

\_\_\_\_\_

- 3. The body shall be equipped with approved LED clearance, warning, tail, license, stop and turn signals in compliance with the national safety standards. \_\_\_\_\_
- 4. The body shall be equipped with an external audio back up alarm activated when the chassis is in reverse. \_\_\_\_\_
- 5. Driver alert buzzer and safety stop shall be installed at the rear of the tailgate located by the packing controls. \_\_\_\_\_
- 6. A light shall illuminate in the cab when the tailgate is open and an audible alarm will sound when the vehicle is placed in reverse while the tailgate is open. \_\_\_\_\_
- 7. A light bar shall be mounted on the upper section of the tailgate and consist of stop, turn and three clearance lights, in accordance to the national safety standards. \_\_\_\_\_
- 8. It shall include a rear vision camera, Safety Vision or equivalent. \_\_\_\_\_

**K. PAINT**

- 1. The body shall be properly cleaned of all dirt, oil, and welding slag. Gray DuPont Epoxy primer with rust inhibitors shall be applied. \_\_\_\_\_
  - 2. DuPont Imron 5000 paint shall be applied. \_\_\_\_\_
- Specify paint code: \_\_\_\_\_
- Specify paint color: \_\_\_\_\_

**L. MOUNTING**

- 1. Body shall be mounted in accordance to industry standards. No welding shall be performed on the chassis frame in the mounting process. \_\_\_\_\_

**M. SAFETY**

- 1. Access door to body to be equipped with an interlock switch to disable the hydraulic system when the door is open. \_\_\_\_\_
- 2. Safety Shut Down switch to be provided on the right side of the tailgate. \_\_\_\_\_
- 3. Driver alert switch to be provided at the right rear of the truck. \_\_\_\_\_
- 4. 20 lb. Fire extinguisher mounted on body or truck frame. \_\_\_\_\_
- 5. Triangle reflector kit located in cab. \_\_\_\_\_

**N. WARRANTY**

- 1. Manufacturer's limited warranty shall apply for a period of one year for body and two years for cylinders after date of acceptance of the unit. \_\_\_\_\_

**O. OPTIONAL EQUIPMENT**

- 1. HOPPER LIGHTS- 2 LED lights shall be mounted on the Upper half of the tailgate. The lights will be activated by a Switch in the cab of the chassis. \_\_\_\_\_
- 2. Strobe Light Package- (Integrated Strobe System)- 2 round Lights mounted upper tailgate. \_\_\_\_\_
- 3. Strobe Light Package- (Integrated Strobe System)- 2 round Lights mounted lower tailgate. \_\_\_\_\_
- 4. Strobe Light Package- (Integrated Strobe System) 2 round Lights mounted front of bulkhead. \_\_\_\_\_
- 5. Full Body Welds \_\_\_\_\_
- 6. Hopper Access Ladder \_\_\_\_\_
- 7. Mid Body Backup Lights \_\_\_\_\_
- 8. Extended Loadsill \_\_\_\_\_
- 9. 7" Safety Vison Color Camera System \_\_\_\_\_
- 10. Remote Grease System for Tailgate and Cylinders \_\_\_\_\_
- 11. 24"x24"x48" Toolbox \_\_\_\_\_
- 12. Electronic Bypass Filter Located in Cab \_\_\_\_\_
- 13. PTO Hour Meter \_\_\_\_\_
- 14. Low Hydraulic Fluid Level Indicator Light \_\_\_\_\_
- 15. Water Cooler Bracket and Cooler \_\_\_\_\_
- 16. All Wiring and Tubing ran for future install of tippers and for Reeving Cylinder for Future Install. (No Tippers or Reeving Cylinder installed). \_\_\_\_\_

**66,000 GVW CHASSIS SPECIFICATIONS**

	<b>YES</b>	<b>NO</b>	<b>OFFERED</b>
2022 Year Model OR Newer New and Unused Chassis	_____	_____	_____
Set Back Axle	_____	_____	_____
Conventional Aluminum Cab	_____	_____	_____
Cummins L9 350 Horsepower 1,050 FT/LB Engine	_____	_____	_____
DR12V 160 AMP 28-SI Quadramount PAD Alternator with remote battery volt sense or equal	_____	_____	_____
(2) DTNA GENUINE Alliance maintenance free stud batteries	_____	_____	_____
Positive Load Disconnect with Cab Mounted Control Switch Mounted Outboard Driver Seat	_____	_____	_____
Cummins Turbocharged 18.7 CFM air compressor	_____	_____	_____
Fuel/Water Separator	_____	_____	_____
Cummins Exhaust Brake	_____	_____	_____
11 ft. 6" Vertical Exhaust Mounted RH BOC	_____	_____	_____
Allison 3000 RDS Transmission with PTO provision	_____	_____	_____
20,000 lb. front axle	_____	_____	_____
20,000 lb. Flat Leaf Front Suspension	_____	_____	_____
Meritor 16.5X5 Q+ Cast Spider Cam front brakes	_____	_____	_____
Front Brake Dust Shields	_____	_____	_____
RT 46-160 rear axle or equivalent	_____	_____	_____
Driver Controlled Traction Differential-Single Rear Axle	_____	_____	_____
6.14 rear axle ratio (subject to change)	_____	_____	_____
Meritor 16.5X7 cam rear brakes	_____	_____	_____
Rear Brake Dust Shields	_____	_____	_____
46,000 lb flat leaf spring rear suspension w/Helper & Radius Rod	_____	_____	_____



Air brake package	_____	_____
Steel Air Brake Reservoirs w/Pull Cables on All	_____	_____
Wabco 4S/4M ABS or equal	_____	_____
Air dryer	_____	_____
225-Inch Wheelbase	_____	_____
156" CA	_____	_____
11/32X3-1/2X10-3/16 Inch Steel Frame (120 KSI)	_____	_____
with 1/4" Inner Frame Reinforcement	_____	_____
57" Rear Frame Overhang	_____	_____
3 Piece 14" Painted Steel Bumper w/Collapsible Ends	_____	_____
Front Tow Hooks Frame Mounted	_____	_____
11R22.5 16 PLY FRONT AND REAR TIRES	_____	_____

**YES NO OFFERED**

70-Gallon Diesel Fuel Tank	_____	_____
23 Gallon DEF Tank Mounted LH BOC	_____	_____
Air cab mounts	_____	_____
Single 14" Round Air horn under LH Deck	_____	_____
Dual west coast heated mirrors	_____	_____
Door mounted heated mirrors	_____	_____
RH and LH 8 Inch Stainless Steel Fender mounted convex Mirrors with Tripod Brackets	_____	_____
LED Aerodynamic Marker Lights	_____	_____
Daytime Running Lights	_____	_____
High back air driver seat with arm rest	_____	_____
2-man toolbox passenger seat	_____	_____
Electric cruise control	_____	_____

AM/FM World Tuner Radio w/Bluetooth, USB and Aux	_____	_____	_____
Phillips-Temro 1000 Watt Engine Block Heater w/ plug in by driver's side door	_____	_____	_____
1,000 Square Inch Aluminum Radiator	_____	_____	_____
Chelsea PTO Mounted LH Side of Transmission	_____	_____	_____
Vehicle Interface Wiring Connector w/Blunt Cuts BOC	_____	_____	_____
Electronic Transmission Customer Access Connector BOC	_____	_____	_____
Non-Removable Bug Screen Mounted Behind Grille	_____	_____	_____
Tunnel/Firewall Liner	_____	_____	_____
Opal Gray Vinyl Interior	_____	_____	_____
12 Volt Power supply in dash	_____	_____	_____
LH and RH Door Locks	_____	_____	_____
Adjustable Tilt and Telescoping Steering Wheel Automatic Self Rest Circuit Breakers	_____	_____	_____
(2) Cup Holders in Dash	_____	_____	_____
Cab to be white in color, Chassis Frame to be Black in color	_____	_____	_____

**Truck Warranties:**

Towing for (2) Years, Included in Price.

(2) Year Engine Extended Warranty, including but not limited to: DPF, Aftertreatment System, SCR Catalyst, Turbo, Fuel Injectors, brackets and clamps, aftertreatment module, DEF pump, electrical harness, fuel injectors, air compressor, turbocharger, water pump seal, EGR system and Oil Pump. Included in Price

Must Provide Parts/Warranty/Service/Within 60 Miles Radius	_____	_____	_____
--	-------	-------	-------

**CLAY COUNTY, MS BID SHEET**

BIDDING COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

BODY BRAND AND MODEL: \_\_\_\_\_

CHASSIS BRAND: \_\_\_\_\_

STATE DELIVERY (IN DAYS): \_\_\_\_\_

State Location of Nearest Dealer for Chassis Service:

Body Dealer must provide On-Site Service. CIRCLE ONE: YES/NO

GARBAGE BODY TO BE MANUFACTURED IN MISSISSIPPI. CIRCLE ONE: YES/NO

Please Three (3) Year buyback amount \$\_\_\_\_\_ per each truck. State and detail in bid any requirements with your buyback conditions.

# EXHIBIT I

**SUBGRANT SIGNATURE SHEET**  
**DIVISION OF PUBLIC SAFETY PLANNING**  
**OFFICE OF JUSTICE PROGRAMS**  
**1025 Northpark Drive**  
**Ridgeland, MS 39157**  
**Phone: (601) 977-3700 Fax: (601) 977-3764**

<b>1. Name, Address, &amp; Phone Number:</b>  Clay County Sheriff's Office 348 W. Broad St. P.O. Box 142 West Point, MS 39773 662-494-2896 cwilson@claysheriffs.org	<b>2. Effective Date:</b> 10/01/21  <b>3. Sub-grant Number:</b> 20LB1131  <b>4. Grant Identifier:</b> 2020-MU-BX-0053  <b>5. Beginning &amp; Ending Dates:</b> 10/01/2021 thru 03/30/2022  <b>6. Sub-grant Payment Method:</b> Cost Reimbursement <input checked="" type="checkbox"/> Other:
--	--

**7. The following funds are obligated:**

Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel							
Fringe Benefits							
Equipment							
Travel							
Commodities	\$3,216.00	75	\$1,072.00	25			\$4,288.00
Contractual Services							
Miscellaneous							
Indirect Costs							
<b>TOTAL</b>	<b>\$3,216.00</b>		<b>\$1,072.00</b>				<b>\$4,288.00</b>

**8. The Sub-grantee agrees to operate the program outlined in this sub-grant in accordance with all provisions of this sub-grant as included herein. The following sections are attached and incorporated into this agreement.**

Statement of Special Conditions Standard Assurances Certification Regarding Equal Employment Civil Rights Compliance Checklist	Civil Rights Training Certification Certification Regarding Debarment Certification Regarding Lobbying Match Certification Form (if applicable)
---	--

<b>AGENCY APPROVAL</b>	<b>SUBGRANTEE ACCEPTANCE</b>
------------------------	------------------------------

<b>9. Typed Name &amp; Title of Approving DPSP Official:</b> Emberly K. Holmes Office Director	<b>10. Typed Name &amp; Title of Authorized Sub-grantee Official:</b> Shelton L. Deanes, President Clay County Board of Supervisors
--	---

<b>11. Signature:</b> 	<b>12. Signature:</b> 
<b>Date:</b> 09/24/2021	<b>Date:</b> 10/17/2021

**DIVISION OF PUBLIC SAFETY PLANNING  
BUDGET SUMMARY SHEET**

<b>1. Applicant Agency:</b> Clay County Sheriff						
<b>2. Sub-grant Number</b>	<b>3. Grant Identification Number</b>	<b>4. Beginning Date</b>	<b>Ending Date</b>			
20LB1131	2020-MU-BX-0053	10/01/21	03/30/22			
<b>6. Submitted as part of (Check One):</b>	<b>A. Funding Request:</b> X		<b>B. Modification Number:</b>		<b>C. Modification Effective Date:</b>	
<b>Funding Sources</b>						
<b>8. For DPSP Use Only</b>	<b>9. Activity</b>	<b>Federal</b>	<b>State</b>	<b>Program Income</b>	<b>Other (Local-Private)</b>	<b>Total</b>
	Byrne/JAG Local Law	\$3,216.00			\$1,072.00	\$4,288.00
<b>TOTAL</b>		<b>\$3,216.00</b>			<b>\$1,072.00</b>	<b>\$4,288.00</b>

147

S. L. D.

**DIVISION OF PUBLIC SAFETY PLANNING  
COST SUMMARY SUPPORT SHEET**

<b>1. Applicant Agency: Clay County Sheriff</b>					<b>Page 1 of 1</b>
<b>2. Sub-grant Number</b> 20LB1131	<b>3. Grant Identifier Number</b> 2020-MU-BX-0053	<b>4. Beginning Date</b> 10/01/21	<b>5. Ending Date</b> 03/30/22		
<b>6. Activity: Byrne JAG Local Law</b>					
7. Fiscal Year	8. Category	10. Description of item and/or Basis for Valuation	11. Budget		
	9. Line Item		Federal	All Other	Total
	<b>Commodities</b>	16 - holsters @ \$127.00 = \$2,032.00 16 - duty belts @ \$44.00 = \$704.00 16 - inner belts @ \$13.00 ea. = \$208.00 16 - belt keepers @ 12.00 ea. = \$192.00 16 - cuff cases @ 25.00 ea. = \$400.00 16 - double mag pouches @ \$30.00 ea. = \$480.00 16 - baton holders @ 17.00 ea. = \$272.00	\$3,216.00	\$1,072.00	\$4,288.00
			<b>\$3,216.00</b>	<b>\$1,072.00</b>	<b>\$4,288.00</b>

148

S.L.D.

## ATTACHMENT G

### CERTIFICATION REGARDING LOBBYING

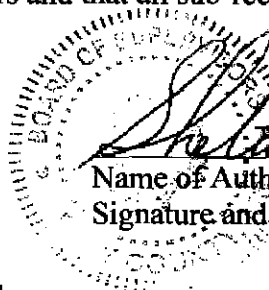
Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that;

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here \_\_\_\_\_ and complete and submit "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Clay County Sheriff's Dept  
P.O. Box 142  
Name and Address of Organization  
West Point, MS 39073

  
[Signature]  
Name of Authorized Individual  
Signature and Date

20LB1131  
Subgrant Number

Revised May 2012



## **ATTACHMENT C-1**

### **Federal Civil Rights Compliance Checklist**

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-308, does the subrecipient have an EEOP on file for review?

- Yes  
 No

If yes, on what date did the subrecipient prepare the EEOP?

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

- Yes – submitted an EEOP Short Form  
 Yes – submitted a certification  
 No

If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Comments:

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

Comments:

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the {State Administering Agency (DPSP)} or the OCR?

- Yes
- No

If yes, an explanation of these policies and procedures:

6. If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

- Yes
- No

b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

- Yes
- No

c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?

- Yes
- No

Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

- Yes
- No

b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

- Yes
- No

c. Notified participants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?

- Yes
- No

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

- Yes
- No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP person(s):

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

- Yes
- No

Comments:

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

a. Provide services to everyone regardless of religion or religious belief?

Yes

No

b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instructions, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?

Yes

No

c. Ensure that participation in religious activities is voluntary for beneficiaries of federally-funded programs?

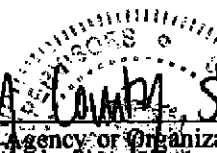
Yes

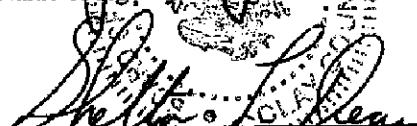
No

12. Was a copy of the Mississippi Office of Justice Program Civil Rights Compliance PowerPoint Presentation provided to your agency?

Yes

No

  
Clay County Sheriff  
Name of Agency or Organization (Please Print)

  
Authorized Official or Authorized Designee Signature

206B131  
Subgrant Number

10/7/21  
Date

\_\_\_\_\_  
Office of Justice Programs Monitor's Signature

\_\_\_\_\_  
Date

**ATTACHMENT F**


**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER**

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

  
Name and Title of Authorized Representative: Shelton J. Deane  
Signature: Shelton J. Deane Date: 10/7/2021

Name of Organization: Clay County Board of Supervisors  
Address of Organization: P.O. Box 815  
West Point, MS 39773

## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation on this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

*Revised May 2012*



---

**Mississippi Department of Public Safety Planning  
Office of Justice Programs (OJP)  
JAG Standard Award Policy and Special Conditions**

---

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

**Acceptance Procedures** - The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing and returning the signed acceptance to the Division of Public Safety Planning (DPSP) **WITHIN 21 DAYS** from the date of award. No federal funds shall be disbursed to the recipient until the signed acceptance has been received.

The recipient agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- Budget and Cost Summary Sheets – (each sheet initialed)
- FY 2020 Certification & Assurance by Chief Executive of the Applicant Government
- OJP JAG Statement of Special Conditions
- Subgrant Standard Assurances (attachment A)
- Nondiscrimination and Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C)
- Certificate of Exemption for Hiring Practices (attachment D)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H)

The recipient also, agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

[www.ojp.gov](http://www.ojp.gov)

**Special Cancellation Condition for Subgrantees:**

- (1) **Commencement with 60 Days.** If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.
- (2) **Operational within 90 Days.** If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a



---

## Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

---

second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

**Modifications to the Original Subcontract** - Budget modifications request must be submitted in writing with a detailed justification and budget revision. Sub grantees are limited to three (3) per modifications per cycle. All changes or revisions to the original approved contract must be approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. The final modification must be submitted 90 days prior to the award end date. Retro-active modifications or revisions will not be granted.

**Non-expendable Property Purchased with Grant Funds.** Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances, unless prior approval is given by an appropriate designated OJP official. (refer to OJP Financial Guide)

**Project Reporting Requirements:** The recipient agrees to submit **Monthly** Project Narrative and **Monthly** reimbursement reporting worksheets with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program.

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories at [JAG.Sowcase@ojp.usdoj.gov](mailto:JAG.Sowcase@ojp.usdoj.gov) or via the online form at <http://www.bja.gov/contactus.aspx>. JAG success stories should include the name and location





---

**Mississippi Department of Public Safety Planning  
Office of Justice Programs (OJP)  
JAG Standard Award Policy and Special Conditions**

---

of program/project point of contact with phone number and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.

**Prior Approval for Travel Request**

Subgrantee agrees to request in writing prior approval to attend any related training or conferences within 45 days of the event. Such training should be program related. Travel request should identify those who will be in attendance, a detailed budget of the estimated cost and contain a justification for the training. When seeking reimbursement all receipts must be submitted to reflect the cost of the assigned trip such as: hotel receipts minus any incidentals outside of the room cost, meal receipts, parking receipts, transposition receipts, gas receipts, (1) baggage receipt per traveler and any other approved travel cost's associated.

**Use of Federal Funds** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without written approval of DPSP.

**JAG – Subrecipient DHS question requirement**

The sub-recipient agrees to obtain a properly executed certification of compliance with 8 U.S.C. 1373 along with responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and customs enforcement (ICE), and that certification and question responses have been submitted to BJA and BJA approves the subaward or that certification and question responses have been submitted to BJA and 30 days have passed since the submission without a denial from BJA.

**Separate Tracking and Reporting of grant funds and outcomes** - The recipient agrees to track, account for, and report on all funds from this award (including specific outcomes and benefits attributable to the project) and from all other funds, including DPSP award funds from non-federal awards awarded for the same or similar purposes or programs.

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds awarded are not commingled with funds from any other source. The recipient further agrees that all personnel whose activities are to be charged to the award will maintain monthly timesheets and will document hours worked activities related to this award and non-related activities on the activity sheet.





---

**Mississippi Department of Public Safety Planning  
Office of Justice Programs (OJP)  
JAG Standard Award Policy and Special Conditions**

---

submit an updated CCR no later than 15 days after the expiration date to the designated awarding program under the Office of Justice Programs.

**System for Award Management – (SAM)** – The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintain the currency of information in SAM.

**Employment Eligibility Verification for hiring under the award** – The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded in whole or in part with award funds, the recipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

**Staff involved in the hiring process** - For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all recipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

**Employment eligibility confirmation with E-Verify** - For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient uses E-Verify and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

**Rules of construction** – The term “associate of the federal government” means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grant recipient (at any tier), agent or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work project, or activity (or to provide such goods or services) in the future.



---

## Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

---

Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

**Determination of suitability to interact with participating minors** – The Department of Justice funding announcement, or an associated federal statute – that a purpose of some or all of the activities to be carried out under the award by the recipient is to benefit a set of individuals under 18 years of age. The recipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explorer/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

**Restrictions on "lobbying"** - Federal funds awarded by OJP may not be used by the recipient either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913.

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352.

**Imminent Breach of Personally Identifiable Information (PII)** – The recipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**Requirements pertaining to prohibited conduct related to trafficking in persons** – The recipient must comply with all applicable requirements (including requirements to report



---

**Mississippi Department of Public Safety Planning  
Office of Justice Programs (OJP)  
JAG Standard Award Policy and Special Conditions**

---

allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients or individuals defined as employees of the recipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at [https://ojp.gov/funding/Explore/ProhibitedConduct - Trafficking.htm](https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm) (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award), and are incorporated by reference here.

**Misuse of award funds** - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

**Texting While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." 74 Fed. Reg. 51225 (October 1, 2009), the department encourages recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workshop safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct** - The recipient must promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail:

Mississippi Department of Public Safety Planning  
Office of Justice Programs  
1025 Northpark Drive  
Ridgeland, Mississippi 39157  
Contact 601-977-3700

or

e-mail: [oig\\_hotline@usdoj.gov](mailto:oig_hotline@usdoj.gov)

Hotline: (in English/Spanish): (800) 869-4499 or Hotline fax: (202) 616-9881



---

**Mississippi Department of Public Safety Planning  
Office of Justice Programs (OJP)  
JAG Standard Award Policy and Special Conditions**

---

**Conflict with Other Standard Terms and Conditions** - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here in that specifically implement the grant requirements. Recipients are responsible for contacting their grant managers for any clarifications.

**Americans With Disabilities Act** – The recipient hereby assures and certifies compliance with Subtitle A, Title II of the Americans With Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an equal opportunity to share in and contribute to the vitality of American life. In other words, full participation in, and access to, all aspects for society.

**Civil Rights: EEOP** - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

**Discrimination Finding** - The recipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Public Safety Planning: Office of Justice Programs and to the Office of Civil Rights of OJP.

**Additional Requirements and Guidance** - The recipient agrees to comply with any modifications or additional requirements that may be imposed during the award performance period or by law and future OJP (including government-wide) guidance and clarifications of OJP Programs requirements.

**EQUAL TREATMENT REGULATION**

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."



---

**Mississippi Department of Public Safety Planning  
Office of Justice Programs (OJP)  
JAG Standard Award Policy and Special Conditions**

---

**EQUAL EMPLOYMENT OPPORTUNITY**

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.

Please check one:  Required  Not Required

**ENFORCING CIVIL RIGHTS LAWS**

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

**NON-SUPLANT CERTIFICATION**

The \_\_\_\_\_ (Applicant/Agency) hereby assures that Federal funds will not be used to supplant State or local funds and that, Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Compliance with these requirements will be monitored during the annually programmatic onsite monitoring visit or during a programmatic desk audit.



**Mississippi Department of Public Safety Planning  
Office of Justice Programs (OJP)  
JAG Standard Award Policy and Special Conditions**

By initialing and signing, your agency agrees to comply and adhere to all federal and state guidelines established governing the Mississippi Department of Public Safety, Office of Justice Grant Programs.

Clay County Sheriff's Dept  
Agency's Name

\_\_\_\_\_  
Subgrant Award Number

Shelton C. Deaves  
Authorized Official (Please Print)

President  
Authorized Official Title

[Signature]  
Authorized Official (Signature)

10/7/2021  
Date



## ATTACHMENT A

### OFFICE OF JUSTICE PROGRAMS SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

1. It possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Violence Against Women Act (42 U.S.C. § 3796(gg)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, religion, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs (MDPS DPSP OJP).

Recipient will complete MDPS's *Standard Assurance Conditions for Subgrantees* document regarding its Equal Employment Opportunity Plan (EEO) obligations.

The recipient will determine whether it is required to formulate an EEO in accordance with 28 CFR 42.301 *et. seq.* If the applicant is not required to formulate an EEO, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the MDPS DPSP OJP indicating that it is not required to develop an EEO. If the applicant is required to develop an EEO, but is not required to submit the EEO to the OCR, the applicant will submit a certification form to the OCR and the MDPS certifying that it has an EEO on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEO to the OCR and the MDPS. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the MDPS).

Additional information regarding a grantee's EEO requirements can be found at <http://www.ojp.usdoj.gov/about/ocr/eoocomply.htm>.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English

Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at [www.lep.gov](http://www.lep.gov).

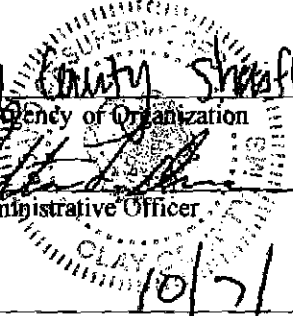
The subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local government.
6. It will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
7. It will give the grantor agency or its duly designated representative, the State Auditor's Office, the Comptroller General of the United State or any authorized representative and the Office of Management and Audits (OMSA), Department of Finance and administration (DFA); access to at all reasonable times, and the right to examine, monitor, audit, copy, remove, or otherwise, all records, books, papers, documents, or items of like or similar nature related to the grant.
8. It will establish and maintain both fiscal and program controls and funds accounting procedures acceptable to grantor agency, to assure the proper expenditure and disbursement of all funds, and for program management and execution, and that it will keep and maintain such books and records until audited by the OMSA, DFA or by an official representative of that office, by the federal grantor agency, the State Auditor, or either's duly authorized representative. Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the OMSA. These records include, but are not limited to:

- Financial report covering expenditures of the grant;
- Internal and external audit reports and project evaluation;
- Approved budget and subsequent modifications;
- Contracts, leases, employment agreements, and purchase invoices;
- Indirect cost allocation plans;
- All invoices, billings, request for cash, and reporting worksheets;
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records;
- All personnel records of individuals paid with grant funds, including time sheets, wage authorization, tax withholdings forms, employment applications and other relevant data;
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property; and
- Bank statements and reconciliations.

9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
  
10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurances is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
  
11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.C.S. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.
  
12. It will insure that no member of the governing or policymaking body of applicant/grantee shall cast a vote or influence any matter which has a direct bearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.
  
13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.


Clay County Sheriff Department      202B1131  
 Name of Agency or Organization      Subgrant Number  
[Signature]  
 Chief Administrative Officer  
10/7/2021  
 Date

**ATTACHMENT B**

**STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES**

**CERTIFICATION OF COMPLIANCE WITH REGULATIONS  
NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY**

**IN COOPERATION WITH THE FEDERAL  
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS,  
UNITED STATES DEPARTMENT OF JUSTICE**

**Instructions:** Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on page 3. Please return the original form to the **Office of Justice Programs, Division of Public Safety Planning, 1025 Northpark Drive, Ridgeland, Mississippi 39157**, within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

Subgrant Number: \_\_\_\_\_ Award Amount \$ \_\_\_\_\_

Subgrant Project Title:  
\_\_\_\_\_  
\_\_\_\_\_

Organizational Name (Subgrantee or Funded Entity):  
\_\_\_\_\_  
\_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Subgrantee Duration:

Beginning Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

Project Director's Name, Address and Telephone Number:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AUTHORIZED OFFICIAL'S CERTIFICATION**

As the Authorized Official for the above identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

**PART I. Requirements of Subgrant Recipients:** All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et. seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Justice Programs, Division of Public Safety Planning (DPSP), Mississippi Department of Public Safety, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

The person responsible for reporting civil rights findings of discrimination is:  
(Name, address and telephone number)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART II. Equal Employment Opportunity Plan (EEOP) Certifications:** Check the one box that applies to this subgrantee agency during the period of the grant duration noted above. (Check only the one appropriate certification (A, B, C1 or C2 below).

**CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY]** This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity: (Here, more than one may apply)

- \_\_\_\_\_ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or
- \_\_\_\_\_ (2) has less than 50 employees; and/or;
- \_\_\_\_\_ (3) was awarded through this grant from the Office of Justice Programs, DPSP, less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et. seq.

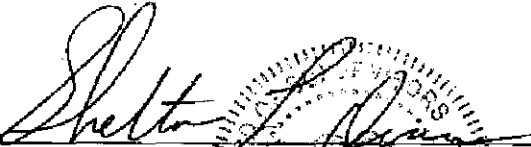
- CERTIFICATION "B" (EEOP MUST BE ON FILE)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$25,000, but less than \$500,000 in federal U.S. Department of Justice funds.

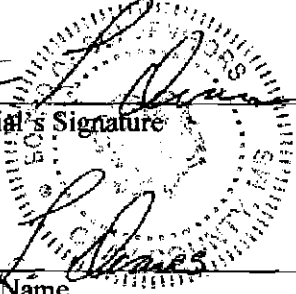
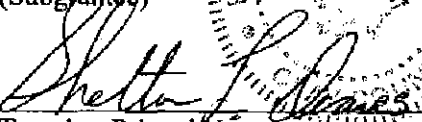
Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et.seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

- CERTIFICATION "C" (EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

  
Authorized Official's Signature  
(Subgrantee)

  
  
Typed or Printed Name

Date 10/7/2021

  
Person's Organizational Title

.....

*This original signed form must be returned to the Office of Justice Programs, Division of Public Safety Planning, Department of Public Safety, within 45 days of the grant award beginning date. You must also forward a signed copy to the person you identified under "Part 1" on page 1. The Office of Justice Programs, DPSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.*

# EXHIBIT J

To: Amy G. Berry  
Inventory Control Clerk

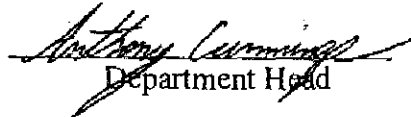
From: Insurance Totaled this unit 9-27-21

Date: Claim # FQW 7224  
10/4/2021

Re: Inventory Control # SD1722  
Description: 2013 K9 Tahoe  
S/N#: 1GNLC2E0XDR285811

---

The inventory item referenced to above is delivered to you to be deleted from this department's inventory. Additionally, this item is no longer functioning properly to be useful to the County. Please remove this item from this department's inventory upon an order of the Board of Supervisors

  
Department Head

This is acknowledged receipt of the above inventory item on this the 4<sup>th</sup> day of October, 2021

  
Inventory Clerk



# EXHIBIT K

**jdubois@claysheriffms.org**

---

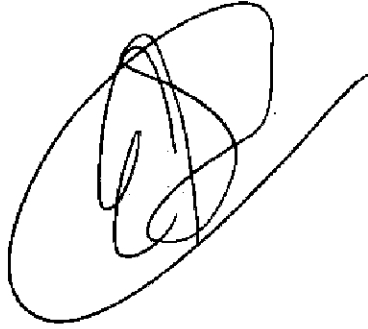
**From:** Phil Ferguson <pferguson@oakhillstaff.com>  
**Sent:** Wednesday, October 6, 2021 8:37 AM  
**To:** jdubois@claysheriffms.org  
**Subject:** Travel request

Sheriff Scott,

Oak Hill would like to request security support from Jeremy Dubois as we travel to Carroll Academy this Friday night (Oct. 8th). We always feel much safer with his presence.

Thank you for your consideration,

Phil Ferguson  
Principal  
Oak Hill Academy

A handwritten signature in black ink, appearing to be 'P. Ferguson', written over a large, loopy scribble.

# EXHIBIT L

# Gary's Pawn & Gun

5996 Hwy. 45 South

West Point, MS 39773

662-494-GARY(4279)

SEPTEMBER 30, 2021

## QUOTE:

For: CCSD

ATTN: Anthony Cummings

Note: Quote valid for 30 Days

### Items:

Qty.	Description	Price Each	Total
3	IWI 12.5in .556 Duty Pistol	\$791.96	\$2,375.88
3	Eotech 512 Holographic Sight	\$439.85	\$1,319.55
		<b>Total</b>	<b>\$3,695.43</b>

Thanks,

Mike Pearson, Dow Hailey

# EXHIBIT M

October 7, 2021

Mr. Shelton Deanes, President  
Clay County Board of Supervisors  
PO Box 815  
West Point, MS 39773

Re: **Disclosures by Underwriter  
Pursuant to MSRB Rules G-17 & G-23**

Clay County, MS  
Special Obligation Bonds  
Series 2021

Mr. Deanes:

The Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB") enacted regulations on the financial industry in July 2014. Under these and existing regulations, Crews & Associates Inc. ("Crews") is prevented from providing its clients certain information related to a municipal debt financing without first providing required disclosures and having acknowledgement of a preliminary engagement letter. As such, Crews provides Clay County ("Issuer/Obligated Party") this preliminary engagement letter and proposes to serve as underwriter in connection to the issuance of the above captioned debt ("Debt"). If engaged as underwriter by acknowledgement of this letter, Crews may provide advice concerning the structure, timing, terms, and other similar matters regarding the issuance of the Debt. **This preliminary engagement letter is subject to: formal approval by the appropriate boards and authorities; the finalized structure of the Debt; and the execution of a mutually agreed upon purchase agreement. This engagement letter is preliminary in nature, nonbinding, and may be terminated by the Issuer/Obligated Party or Crews at any time prior to the Debt being issued without any fees being owed by the Issuer/Obligated Party.**

The MSRB further requires Crews to provide you with certain disclosures, particularly in distinguishing our proposed role as underwriter in connection with the Debt, and therefore, not a financial advisor or municipal advisor. The primary role of an underwriter, as distinguished from a financial advisor or municipal advisor, is to purchase, or arrange for the placement of securities in an arm's-length commercial transaction with an Issuer/Obligated Party.

**I. Disclosures Concerning the Underwriter's Role:**

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) the underwriter's primary role is to purchase the Debt with a view to distribution in an arm's-length commercial transaction with the Issuer/Obligated Party. Underwriters have financial and other interests that differ from those of the Issuer/Obligated Party.
- (iii) unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer/Obligated Party under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer/Obligated Party to the exclusion of their own financial or other interests.
- (iv) the issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the issuer's interests in the transaction.
- (v) the underwriter has a duty to purchase debt from the Issuer/Obligated Party at a fair and reasonable price, but must balance that duty with its duty to sell the debt to investors at prices that are fair and reasonable.
- (vi) the underwriter will review the official statement for the Debt in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of each transaction.

In the event Crews is serving as the senior Managing Underwriter, it is providing this letter on behalf of the other underwriters in the syndicate for the Debt. You may also receive additional separate disclosures letters from one or more co-underwriters, if any, for the Debt. Crews makes no representations with respect to any conflict disclosures provided, or required to be made to you as the Issuer / Obligated Party, by any of the other underwriters pursuant to MSRB Rule G-17 or otherwise.

## II. Disclosures Concerning the Underwriter's Compensation:

The underwriter will be compensated by an underwriting fee or discount that will be set forth in the purchase agreement to be negotiated and entered into in connection with the issuance of the Debt. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Debt. While this form of compensation is customary in the municipal securities market, it presents a possible conflict of interest since the underwriter may have an incentive to recommend to the Issuer/Obligated Party a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

## III. Additional Conflicts Disclosures:

Crews, its Parent Company, and its Affiliates comprise a full service Broker Dealer Securities firm and Commercial Bank. Crews et-al are involved in a wide range of securities transactions, relationships and financial services that from time to time involve interests that may differ from those of the Issuer or Obligor. In the normal course of its business dealings Crews et-al may (a) hold long or short positions in securities of the Issuer and through employees who do not possess non-public information relating to the particular issue relating to this letter (b) may trade or affect transactions for its own account or for the accounts of its customers in securities of the Issuer and (c) may at any time pursue or arrange or provide financing or other transaction services to other prospective participants or to other issuers. Crews acts and may be acting or act in the future, as an underwriter, placement agent, municipal financial adviser, investment banker, broker dealer, investor, or in other capacities for other clients who wish to pursue financing transactions. Crews also may contact the same potential investors or transaction counterparties on behalf of multiple persons or entities. Crews has no specific obligation to disclose to the Issuer any of such interests, transactions, activities or financial services.

## IV. Dealer Specific Disclosures:

Crews has not identified any additional potential or actual dealer specific material conflicts that require disclosure. However, if any conflict arises, additional disclosure will be made at that time.

## V. Transaction Specific Disclosures:

Crews has not identified any additional potential or actual dealer specific material conflicts that require disclosure. However, if any conflict arises, additional disclosure will be made at that time.

## IV. Disclosures Concerning Municipal Fixed Rate Securities Financing:

Crews anticipates the Issuer/Obligated Party to pursue a fixed rate financing structure. Therefore it has **attached** a description of the material financial characteristics of a fixed rate bond financing and a description of the material financial risks of the financing that are known or reasonably foreseeable at this time.

Crews anticipates the Issuer/Obligated Party to pursue a fixed rate financing structure similar in nature to its outstanding bonds. Crews will provide the Issuer/Obligated Party information of the material financial characteristics of a fixed rate bond financing and a description of the material financial risks of the financing that are known or reasonably foreseeable at this time if the Issuer/Obligated Party so desires.

We are required to seek your acknowledgement of this letter. Accordingly, please send me an email to that effect, (via LBourgeois@CrewsFS.com) or sign and return the enclosed copy of this engagement letter to me at the address set forth below. It is our understanding that you have the authority, subject to the official approval by the appropriate Board or Committee, to execute this engagement letter with us and are not a party to any conflict of interest relating to the Debt. If our understanding is incorrect, or if you or any other parties have questions or concerns about these disclosures, please notify the undersigned immediately.

Sincerely,

*Lucien L. Bourgeois*

Lucien Bourgeois  
Crews & Associates, Inc.  
521 President Clinton Ave., Ste. 800  
Little Rock, AR 72201

ACKNOWLEDGED on this 14 day of October 2021 by  
Clay County MS, Board of Supervisors  
By: *Shelton L. Deanes*  
Mr. Shelton Deanes, President



**ATTACHMENT**



## Fixed Rate Bonds

The following is a general description of the material aspects and security structures of fixed rate municipal bonds ("Fixed Rate Bonds"), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

### Financial Characteristics

**Maturity and Interest.** Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

**Redemption.** Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

### Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

**General Obligation Bonds.** "General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term "limited" tax is used when such limits exist.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

**Revenue Bonds.** "Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of

revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds (conduit revenue bonds) may be issued by a governmental issuer acting as conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

The description above regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

### **Financial Risk Considerations**

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

**Issuer Default Risk** You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

**Redemption Risk** Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

**Refinancing Risk** If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

**Reinvestment Risk** You may have proceeds of the bonds to invest prior to the time that you are able to

spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage".

**Tax Compliance Risk** The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description is only a brief summary of issues relating to tax compliance and is not intended as legal advice. You should consult with your bond counsel for further information regarding the tax implications of issuing the bonds.

**Future Financing Risk and Covenant Compliance** Your ability to issue additional bonds prior to maturity may be limited, depending on the terms of any financial covenants included in your financing plan. In the event you do not meet financial covenants in the future prior to maturity, such as debt service coverage ratios, you may be prohibited from issuing additional bonds under terms, conditions, or security that you might desire. In addition, you may be required to implement increases in fees charged to your customers in order to comply with the terms of specific rate covenants included in your financing plan.

This description is only a brief summary of issues relating to future financing risk and covenant compliance and is not intended as legal advice. You should consult with your bond counsel for further information regarding the covenants and other conditions of issuing the bonds and additional bonds.

NO. \_\_\_\_\_

**IN THE MATTER OF A TRANSFER**

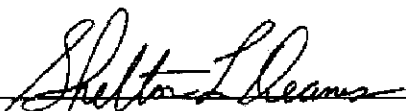
---

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

It appears to this Board funds should be transferred to fund no. 104, Law Library Fund, from fund no. 001, General County Fund in the amount of \$526.50 in order to correct the residual fund balance deficit which exists as of 9/30/2021 and as noted in the County's 2019 Audit as conducted by J. E. Vance & Company, CPA.

Supervisor Horton moved for the said transfer to be made as previously stated. The motion was seconded by Supervisor Davis. The motion carried unanimously.

SO ORDERED this the 7th day of October, 2021.



---

Shelton Deanes, President

NO. \_\_\_\_\_

**IN THE MATTER OF TRANSFERRING INTEREST EARNED**

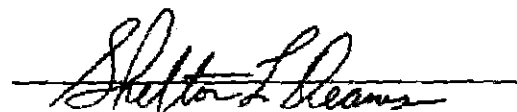
---

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

It appears to this Board interest has been earned on the Payroll Clearing Account in the amount of \$ 4.65 and in the Insurance Clearing Account in the amount of \$8.32 for and the said amounts should be transferred and settled to the General Operating Fund.

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

SO ORDERED this the 7th day of October, 2021.



Shelton Deanes, President

NO. \_\_\_\_\_

**IN THE MATTER OF A TRANSFER**

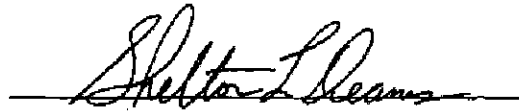
---

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

It appears to this Board funds should be transferred to fund no. 097, E911 Fund, from fund no. 001, General County Fund in the amount of \$89,427.96 in order to correct the residual fund balance deficit which exists as of 9/30/2021 and as noted in the County's 2019 Audit as conducted by J. E. Vance & Company, CPA.

Supervisor Horton moved for the said transfer to be made as previously stated. The motion was seconded by Supervisor Davis. The motion carried unanimously.

SO ORDERED this the 7th day of October, 2021.



Shelton Deanes, President

NO. \_\_\_\_\_

**IN THE MATTER OF A TRANSFER**

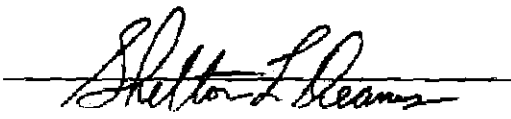
---

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

It appears to this Board funds should be transferred to fund no. 104, Law Library Fund, from fund no. 001, General County Fund in the amount of \$856.23 in order to correct the residual fund balance deficit which exists as of 9/30/2021 and as noted in the County's 2019 Audit as conducted by J. E. Vance & Company, CPA.

Supervisor Horton moved for the said transfer to be made as previously stated. The motion was seconded by Supervisor Davis. The motion carried unanimously.

SO ORDERED this the 7th day of October, 2021.

  
Shelton Deanes, President

NO. \_\_\_\_\_

**IN THE MATTER OF A TRANSFER**

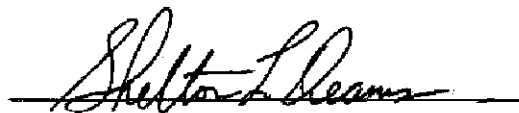
---

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

It appears to this Board funds should be transferred to fund no. 244, District 4 Reimburse Districts for Una Recreational Fund, from fund no. 154, District 4 Road Fund in the amount of \$10,045.79 to reimburse the other Districts their pro-rata portion of the debt service payment for year ending 9/3/2021 for the Una Recreational Building G/O Notes.

Supervisor Lummus moved for the said transfer to be made as previously stated. The motion was seconded by Supervisor Horton. The motion carried unanimously.

SO ORDERED this the 7th day of October, 2021.



Shelton Deanes, President



NO. \_\_\_\_\_

**IN THE MATTER OF A TRANSFER**

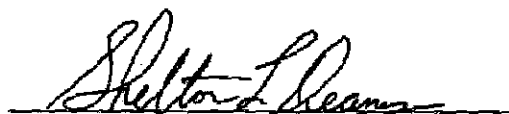
---

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

It appears to this Board funds should be transferred to fund numbers, 151, *District One Road Fund*, 152, *District Two Road Fund*, 153, *District 3 Road Fund*, and 155, *District Five Road Fund*, from fund no. 244, *District 4 Reimburse Districts for Una Recreational Fund* in the amount of \$2,511.45 to each district representing their pro-rata portion of the debt service payment paid for year ending 9/3/2021 for the Una Recreational Building G/O Notes.

Supervisor Lummus moved for the said transfer to be made as previously stated. The motion was seconded by Supervisor Horton. The motion carried unanimously.

SO ORDERED this the 7th day of October, 2021.



Shelton Deanes, President