

*Minutes of  
Clay County Board of Supervisors  
Regular Meeting  
Monday, November 15, 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 Monday, November 15, 2021.

PRESENT:

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

Amy G. Berry, Chancery Clerk  
Angela Turner Ford, Board Attorney  
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, Luke Lummus.

ADOPTION OF AGENDA

Supervisor Horton moved to adopt the agenda as presented.

The motion was seconded by Supervisor Chandler.

(Exhibit "A")

AMENDMENT OF AGENDA

Supervisor Horton moved to amend the agenda as presented.

The motion was seconded by Supervisor Chandler.

**AUTHORIZE AND APPROVE THE RESOLUTION OF ENGAGEMENT WITH BUTLER SNOW PLLC, GOVERNMENTAL CONSULTANTS' INC, AND CREWS AND**

**ASSOCIATES, INC TO ASSIST THE COUNTY WITH THE ISSUANCE OF THE \$4,000,000  
GENERAL OBLIGATION ROAD AND BRIDGE BONDS 2022 ISSUANCE**

Supervisor Chandler moved to authorize and approve the Resolution of Engagement with Butler Snow PLLC, Governmental Consultants Inc, and Crews and Associates Inc. to assist the county with the issuance of the \$4,000,000 General Obligation Road and Bridge Bonds 2022 Issuance.

The motion was seconded by Supervisor Lummus.

(Exhibit "B")

**AUTHORIZE AND APPROVE THE RESOLUTION OF INTENT TO ISSUE \$4,000,000  
GENERAL OBLIGATION ROAD AND BRIDGE BONDS PLEDGING A PORTION OF USE  
TAX FUNDS RECEIVED FROM THE STATE OF MISSISSIPPI**

Supervisor Chandler moved to authorize and approve the Resolution of Intent to issue \$4,000,000 General Obligation Road and Bridge Bonds pledging a portion of the Use Tax Funds received each year from the State of Mississippi and of the public hearing to be held on December 9, 2021 at 9:00 a.m. at the Clay County Courthouse to answer any questions or comments from the public.

The motion was seconded by Supervisor Lummus.

(Exhibit "C")

**AUTHORIZE AND APPROVE TO APPOINT OLIVER DEANES TO SERVE ON THE  
GOLDEN TRIANGLE SOLID WASTE AUTHORITY BOARD FOR A FOUR-YEAR TERM  
BEGINNING JANUARY 1, 2022 THROUGH DECEMBER 31, 2025**

Supervisor Horton moved to authorize and approve Oliver Deanes to serve on the Golden Triangle Solid Waste Authority Board for a four-year term beginning January 1, 2022 through December 31, 2025.

The motion was seconded by Supervisor Chandler.

(Exhibit "D")

**AUTHORIZE AND APPROVE TO SEND A RESOLUTION TO THE TOMBIGBEE RIVER  
VALLEY WATER MANAGEMENT DISTRICT TO RESET THE BRIDGE PREVIOUSLY  
REMOVED FROM THE BOGUE CULLEY CREEK**

Supervisor Deanes moved to send a Resolution to the Tombigbee River Valley Water Management District to reset the bridge previously removed from the Bogue Culley Creek.

The motion was seconded by Supervisor Horton.

(Exhibit "E")

AUTHORIZE AND APPROVE THE SUBMISSION OF THE ANNUAL *MDOT TITLE IV REPORT* AND TO DESIGNATE SHELTON DEANES, AS THE *MDOT TITLE IV COORDINATOR*, AND AMY BERRY, AS THE *ADA COORDINATOR*

Supervisor Lummus moved to authorize and approve the submission of the Annual MDOT Title IV Report and to designate Shelton Deanes, as the MDOT Title IV Coordinator, and Amy Berry, as the ADA Coordinator.

The motion was seconded by Supervisor Horton.

(Exhibit "F")

AUTHORIZE AND APPROVE THE PRESIDENT TO ACTIVATE THE HEBRON CHRISTIAN ROAD PROJECT AS APPROVED THROUGH HB1413 IN THE AMOUNT OF \$250,000

Supervisor Chandler moved to authorize and approve the President to activate the Hebron Christian Road Project as approved through the HB1413 in the amount of \$250,000.

The motion was seconded by Supervisor Horton.

(Exhibit "G")

AUTHORIZE AND APPROVE THE PRESIDENT TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH THE MS DEPARTMENT OF TRANSPORTATION ON THE HEBRON CHRISTIAN ROAD PROJECT PENDING LEGAL COUNSEL REVIEW

Supervisor Chandler moved to authorize and approve the President to execute the Memorandum of Understanding with the MS Department of Transportation on the Hebron Christian Road Project pending legal counsel review.

The motion was seconded by Supervisor Horton.

(Exhibit "H")

AUTHORIZE AND APPROVE TO APPOINT SHELTON DEANES AS THE ADMINISTRATIVE PROJECT DIRECTOR AND AMY BERRY AS THE ADMINISTRATIVE PROJECT MANAGER FOR THE HEBRON CHRISTIAN ROAD PROJECT AS FUNDED THROUGH HB1413

Supervisor Horton moved to authorize and approve to appoint Shelton Deanes as the Administrative Project Director and Amy Berry as the Administrative Project Manager for the Hebron Christian Road Project as funded through HB1413.

The motion was seconded by Supervisor Chandler.

(Exhibit "I")

AUTHORIZE AND APPROVE TO CONTRACT WITH J E VANCE & COMPANY FOR PROFESSIONAL SEVICES TO CONDUNCT THE COUNTY AUDIT FOR YEARS 2021 AND 2022 IN THE AMOUNT OF \$27,800 EACH YEAR PLUS \$2,500, IF A SINGLE AUDIT IS NECESSARY

Supervisor Lummus moved to authorize and approve to contract with JE Vance & Company for professional services to conduct the County Audit for years 2021 and 2022 in the amount of \$27,800 each year plus \$2,500, if a single audit is necessary.

The motion was seconded by Supervisor Horton.

(Exhibit "J")

AUTHORIZE AND APPROVE THE HAVA GRANT APPLICATION THROUGH THE MS SECRETARY OF STATE OFFICE TO RECEIVE ADDITIONAL FUNDING ASSISTANCE WITH THE PURCHASE OF THE VOTING MACHINES

Supervisor Lummus moved to authorize and approve the HAVA Grant Application through the MS Secretary of State office to receive additional funding assistance with the purchase of the new Voting Machines.

The motion was seconded by Supervisor Horton.

(Exhibit "K")

AUTHORIZE AND APPROVE PAYMENT TO THE GOLDEN TRIANGLE LINK FOR SEVERAL INVOICES RECEIVED AND FOR THE CLERK TO BILL THE CITY OF WEST POINT FOR REIMBURSEMENT FOR ONE HALF PORTION

Supervisor Lummus moved to authorize and approve payment to the Golden Triangle LINK for several invoices received and for the Clerk to bill the City of West Point for reimbursement for one half portion.

The motion was seconded by Supervisor Chandler.

(Exhibit "L")

AUTHORIZE AND APPROVE TO PAY INVOICE TO MID-SOUTH UNIFORMS FOR BOOTS PURCHASED IN THE AMOUNT OF \$5,946.48 AND FOR THE CLERK TO REQUEST REIMBURSEMENT FROM THE *JAG 2018 PSN GRANT*

Supervisor Chandler moved to authorize and approve to pay invoice to MID-South Uniforms for the boots purchased for the Sheriff Deputies in the amount of \$5,946.48 and for the Clerk to request reimbursement from the *JAG 2018 PSN Grant*.

The motion was seconded by Supervisor Horton.

(Exhibit "M")

**AUTHORIZE AND APPROVE TO TABLE THE BIDS RECEIVED FOR THE PURCHASE OF THE GARBAGE TRUCK FOR FURTHER REVIEW AND CONSIDERATION**

Supervisor Horton moved to authorize and approve to table the bids received via Central Bidding Reverse Auction Services for the purchase of the 2021 Garbage Truck for further review and consideration.

The motion was seconded by Supervisor Lummus.

**AUTHORIZE AND APPROVE TO GO INTO CLOSED SESSION**

Supervise Horton moved to authorize and approve to go into closed session.

The motion was seconded by Supervisor Lummus.

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

Supervisor Horton Lummus 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 personnel matter.

The motion was seconded by Supervisor Horton.

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

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

The motion was seconded by Supervisor Lummus.

**AUTHORIZE AND APPROVE ROGER PRYOR OF PRYOR AND MORROW ARCHITECT TO ASSIST THE COUNTY WITH DEVELOPING ARPA PLAN FOR COUNTY BUILDINGS**

Supervisor Horton moved to authorize and approve for Roger Pryor, Pryor and Morrow Architects, to assist the County with developing ARPA Plan for County Buildings.

The motion was seconded by Supervisor Lummus.

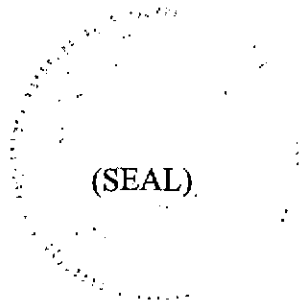
RECESS

Supervisor Lummus moved to adjourn until Thursday, November 18, 2021 at 9:00 a.m. at the Clay County Courthouse.

The motion was seconded by Supervisor Chandler.

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

SO ORDERED, this the 15th day of November, 2021.



(SEAL)

Handwritten signature of Shelton L. Deanes in cursive.

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

ATTEST:

Handwritten signature of Amy G. Berry in cursive, written over a horizontal line.

AMY G. BERRY, CHANCERY CLERK  
CLERK OF THE BOARD

# EXHIBIT A



**Clay County Board of Supervisors**  
**Agenda for Meeting**  
**Monday, November 15, 2021, at 9:00 a.m.**

- Call to Order
- Welcome and Prayer
- Adopt and Amend Agenda
- Open Electronic Reverse Auction Bids at 9:00 a.m. closing at 10:00 a.m. with Central Bidding as noticed for the purchase of a 2021 Model, 25 cubic yd, Garbage Refuse Truck
- ✍ Anthony Swift, *Concerned Citizen*
- ✍ Troy Johnston, *Butler Snow PLLC*
  - Resolution regarding the issuance of the Use Tax Bonds
- ✍ Authorize and approve to appoint ~~Oliver Deanes~~ to serve on the GTR Regional Solid Waste Authority Board for a four-year term beginning January 1, 2022 thru December 31, 2025
- ✍ Authorize and approve the request of the *UNA LAND COMPANY* to send a resolution to the TRVWMD on the Bogue Culley Creek to reset a bridge previously removed by TRVWMD
- ✍ Authorize and approve the submission of the annual MDOT Title IV Report and further, to designate Shelton Deanes, as the *MDOT Title IV Coordinator*, and Amy Berry, as the *ADA Coordinator*
- ✍ Authorize and approve the President to activate the Hebron Christian Road Project as approved through HB1413 in the amount of \$250,000
- ✍ Authorize and approve the President to execute the Memorandum of Understanding with MS Department of Transportation on the Hebron Christian Road Project pending Legal Counsel review
- ✍ Authorize and approve to designate Shelton Deanes as the Administrative Project Director and Amy Berry as the Administrative Project Manager for the Hebron Christian Road Project as funded through HB 1413
- ✍ Authorize and approve to contract with JE Vance & Company for professional services for the County Audit for year 2021 and 2022 in the amount of \$27,800 each year plus \$2,500, if single audit is necessary
- ✍ Authorize and approve the submission of the HAVA Grant Application through the MS Secretary of State Office to receive additional funding to assist the County with the purchase of the Voter Machines
- ✍ Authorize and approve payment to the GTR Link for invoices received in the amount of \$363.00, \$133.33, and \$5,598.00 for Special Services rendered and for the Clerk to send an invoice to the City of West Point requesting reimbursement for their one-half portion
- ✍ Authorize and approve the Chancery Clerk to pay invoice to Mid-South Uniforms for boots purchased in the amount of \$5,946.48 and further, for the Clerk to request reimbursement through the *JAG 2018 PSN Grant*
- Request to go into Executive Session to discuss a personnel matter as allowed under Section 25-41-7 of *the Mississippi Code of 1972*
- Recess until Thursday, November 18, 2021 at 9:00 a.m. at the Clay County Courthouse



**Amendments:**

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# EXHIBIT B



# GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

GOVERNMENT  
CONSULTANTS

116 Village Boulevard  
Madison, Mississippi 39110

Telephone: (601) 982-0005  
Facsimile: (601) 982-2448  
Email: [gems@gc-ms.net](mailto:gems@gc-ms.net)

November 15, 2021

President and Board of Supervisors  
Clay County, Mississippi  
205 Court Street  
West Point, Mississippi 39773

Re: Clay County, Mississippi  
Not to Exceed \$4,000,000 Clay County, Mississippi General Obligation Road and Bridge Bonds,  
Series 2022; OR  
Not to Exceed \$4,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2022  
(Clay County, Mississippi General Obligation Road and Bridge Bond Project) (collectively the  
"Bonds")

Dear President and Board of Supervisors,

We are writing to provide certain disclosures to you as representative of Clay County, Mississippi (the "Issuer" or "Obligor") as required by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB"). Government Consultants, Inc. ("GCI" or the "Municipal Advisor") is an Independent Registered Municipal Advisor and welcomes the opportunity to provide municipal advisory services to you relative to the issuance of the above referenced Bonds.

#### **Disclosures Concerning our Role as Municipal Advisor**

- (i) The Municipal Advisor has a fiduciary duty to you. This is different than an underwriter, if any, who only has an obligation to deal fairly with you. The underwriter, if any, has financial and other interests that differ from yours, unlike the Municipal Advisor who has no financial or other interests that differ from your own.
- (ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential bond or debt issuance.
- (iii) We shall make a reasonable inquiry to the relevant facts that help determine what course of action to take that best suits your interests. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.
- (iv) We shall evaluate possible material risks, benefits and alternatives related to the Bonds.
- (v) Our duties are limited to this transaction and the above-mentioned disclosures.

The MSRB provides a brochure covering information for municipal advisory client protections and appropriate regulatory authority contact information on the MSRB homepage at <http://www.msrb.org>.

### **Disclosure Concerning Conflicts of Interest and Other Information**

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to you. If new material conflict(s) of interest occur(s) after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the you.

In addition to providing disclosures concerning material conflict(s) of interest, MSRB Rule G-42 further requires GCI to have a fiduciary duty that includes a duty of loyalty and duty of care to you and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in the best interest of the you.

### **Disclosure Concerning the Compensation**

Our compensation for serving as municipal advisor will be contingent on the issuance of the Bonds and is based, in part, on the size of the bonds. We will negotiate with the you as to compensation and will be paid upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to you, and provide unbiased and independent advice as required by MSRB.

### **Disclosure of Information Regarding Legal Events and Disciplinary History**

MSRB Rule G-42 requires that all municipal advisors, including GCI, provide in writing to their clients certain legal or disciplinary events that are material to the Issuer's or Obligor's evaluation of GCI or the integrity of GCI management or personnel. GCI believes there are no known legal or disciplinary events reported on any Form MA or Form MA-I that are material to your evaluation of GCI and there are no recent changes made on any Form MA or Form MA-I that are material to your evaluation. Any such information, whether material or not must be reported on Form MA and/or MA-I filed with the SEC, which forms are available and which can be viewed on the SEC's EDGAR system website at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

### **Disclosure Relating to Issuing Bonds**

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require you to make these payments no matter what budget restraints you encounter. The failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other debt at market rate levels.

Please be aware of the following basic aspects of the Bonds:

Fixed rate debt is an interest-bearing obligation issued by an issuer or obligor. The interest rates for these bonds are specified at closing and will not change while the bonds are outstanding. Maturity dates are fixed at the time of the issuance and may include serial maturities (specified principal amounts are payable on the same date each year until final maturity) or a term maturity (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Interest on fixed rate bonds is typically paid semiannually at a stated fixed rate or rates for each maturity.

General obligation debt is an obligation to which your full faith and credit is pledged to pay principal and interest. Also, the Issuer or Obligor pledges to use its ad valorem taxing power, if needed, to pay principal and interest.

This debt issuance is secured by a millage collected within your jurisdiction. The Issuer or Obligor promises to collect the taxes and repay the debt to which it is pledged.

Additionally, the Bonds will be offered as federally tax-exempt obligations. This requires that you comply with various Internal Revenue Service ("IRS") requirements and restrictions relating to how you use and invest the proceeds of the bond issue, how you use any facilities constructed with the proceeds of the bond issue and other restrictions throughout the term of the Bonds.

It is recommended that you consult with bond counsel on such tax matters related to the issuance of the Bonds.

**Disclosure Concerning the Term of Engagement**

The Term of Engagement is effective on the execution date of the document that employed GCI as your appointed municipal advisor and ends upon the closing and delivery of the Bonds. The Engagement may be terminated with or without cause by either party. A written notice must be delivered to the other party, specifying the effective date of the termination.

**Acknowledgement**


We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on in the space provided below. If you are not authorized to execute this Letter, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

Sincerely,

**Government Consultants, Inc.**

BY:   
Nick Schorr

**RECEIPT ACKNOWLEDGEMENT**

BY:   
Signature

**President, Board of Supervisors, Clay County, Mississippi**  
**Authorized Representative**

# EXHIBIT C

The Board of Supervisors of Clay County, Mississippi (the "Governing Body" of the "County"), took up for consideration the matter of issuing General Obligation Road and Bridge Bonds, Series 2021, of said County. After a discussion of the subject, Supervisor Chandler offered and moved the adoption of the following resolution:

**RESOLUTION DECLARING THE INTENTION OF THE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION ROAD AND BRIDGE BONDS, SERIES 2021, OF THE COUNTY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FOUR MILLION DOLLARS (\$4,000,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR CONSTRUCTING, RECONSTRUCTING, AND REPAIRING ROADS, HIGHWAYS AND BRIDGES, AND ACQUIRING THE NECESSARY LAND, INCLUDING LAND FOR ROAD-BUILDING MATERIALS, ACQUIRING RIGHTS-OF-WAY THEREFOR; AND THE PURCHASE OF HEAVY CONSTRUCTION EQUIPMENT AND ACCESSORIES THERETO REASONABLY REQUIRED TO CONSTRUCT, REPAIR AND RENOVATE ROADS, HIGHWAYS AND BRIDGES AND APPROACHES THERETO WITHIN THE COUNTY; AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION.**

**WHEREAS**, the Governing Body, acting for and on behalf of the County, hereby finds, determines, adjudicates and declares as follows:

1. The County is authorized by Sections 19-9-1 through 19-9-31, Mississippi Code of 1972, as amended (the "County Bond Act"), to issue bonds hereinafter proposed to be issued for the purposes and the amounts set forth in paragraph 2 of this preamble.

2. The County is also authorized under the County Bond Act and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act" and together with the County Bond Act, the "Act"), and other applicable laws of the State of Mississippi (the "State"), to issue a general obligation bond of the County to be sold to the Mississippi Development Bank (the "Bank") to finance the costs of the Project, as defined below.

3. It is necessary and in the public interest to issue General Obligation Road and Bridge Bonds, Series 2021 (the "Bonds") of the County in the principal amount of not to exceed Four Million Dollars (\$4,000,000) to raise money for the purpose of providing funds for constructing, reconstructing, and repairing roads, highways and bridges, and acquiring the necessary land, including land for road-building materials, acquiring rights-of-way therefore; and the purchase of heavy construction equipment and accessories thereto reasonably required to construct, repair and renovate roads, highways and bridges and approaches thereto within the County (the "Project").

4. The issuance of the Bonds, when added to the outstanding bonded indebtedness of the County, will not result in bonded indebtedness, exclusive of indebtedness not subject to the fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the County, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the twenty percent (20%) debt limit, in excess of twenty

percent (20%) of the assessed value of taxable property within the County, and therefore will not exceed any constitutional or statutory limitation upon indebtedness, including Section 19-9-5 of the County Bond Act, which may be incurred by the County.

5. The County reasonably expects that it will incur expenditures prior to the issuance of the Bonds, which it intends to reimburse with the proceeds of the Bonds upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds in anticipation of the issuance of the Bonds is made pursuant to Department of Treasury Regulations Section 1.150-2 (the reimbursement regulations). The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued for the Project is the amount hereinabove set forth.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS:**

**SECTION 1.** The Governing Body hereby declares its intention to issue General Obligation Road and Bridge Bonds, Series 2021, of the County in the principal amount of not to exceed Four Million Dollars (\$4,000,000) pursuant to the Act to raise money for the Project. The Bonds may be issued in one or more series and will be general obligations of the County payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate, or amount upon all the taxable property within the geographical limits of the County.

**SECTION 2.** The Governing Body proposes to direct the issuance of the Bonds in the amounts, for the purposes and secured as aforesaid at a meeting place of the Governing Body at its meeting place in the Clay County Courthouse in the City of West Point, Mississippi, at the hour of 9:00 o'clock a.m. on December 9, 2021.

**SECTION 3.** If on or before 9:00 o'clock a.m. on December 9, 2021, twenty percent (20%) of the qualified electors of the County or fifteen hundred (1,500), whichever is less, shall file a written protest with the clerk of Clay County against the issuance of the Bonds pursuant to the Act, then Bonds for such purpose or purposes shall not be issued unless authorized at an election on the question of the issuance of such Bonds to be called and held as provided by law. If no protest be filed on or before 9:00 o'clock a.m. on December 9, 2021, against the issuance of Bonds, then the Bonds may be issued without an election on the question of the issuance thereof at any time within a period of two (2) years after the date specified in Section 2 hereof.

**SECTION 4.** This resolution shall be published once a week for at least three (3) consecutive weeks in the *Daily Times Leader*, a newspaper published in the County and having a general circulation in the County and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The first publication of this resolution shall be made not less than twenty-one (21) days prior to the date fixed herein for the issuance of the Bonds, and the last publication shall be made not more than seven (7) days prior to such date.

**SECTION 5.** The Clerk of the Governing Body shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of the publication of this resolution and have the same before the Governing Body on the date and hour specified in Section 2 hereof.



**SECTION 6.** The County reasonably expects that it will incur expenditures prior to the issuance of the Bonds, which it intends to reimburse with the proceeds of the Bonds upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds in anticipation of the issuance of the Bonds is made pursuant to Department of Treasury Regulations Section 1.150-2 (the reimbursement regulations). The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued for the Project is the amount hereinabove set forth.

**SECTION 7.** If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

Supervisor Lummus seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Supervisor Lynn Horton	voted: <u>AYE</u>
Supervisor Luke Lummus	voted: <u>AYE</u>
Supervisor R. B. Davis	voted: <u>Not present</u>
Supervisor Shelton Deanes	voted: <u>AYE</u>
Supervisor Joe D. Chandler	voted: <u>AYE</u>

The motion having received the affirmative vote of a majority of the members present, the President of the Board declared the motion carried and the resolution adopted, on this the 15th day of November 2021.

Shelton L. Deanes  
PRESIDENT, BOARD OF SUPERVISORS

ATTEST:

[Signature]  
CLERK OF THE BOARD OF SUPERVISORS

(SEAL)

PUBLISH: November 17, 24 and December 1 and 8, 2021.

61925919 v2

**EXHIBIT A**

**ENGAGEMENT LETTER**

November 15, 2021

VIA EMAIL

Clay County, Mississippi  
Board of Supervisors  
205 Court Street  
West Point, Mississippi 39773

Re: Not to exceed \$4,000,000 Clay County, Mississippi General Obligation Road and Bridge Bonds

Dear Board:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Clay County, Mississippi (the "**County**") in connection with the issuance of general obligation road and bridge bonds in an amount not to exceed \$4,000,000 (the "**Bond**") for the purpose of providing funds for constructing, reconstructing, and repairing roads, highways and bridges, and acquiring the necessary land, including land for road-building materials, acquiring rights-of-way therefore; and the purchase of heavy construction equipment and accessories thereto reasonably required to construct, repair and renovate roads, highways and bridges and approaches thereto within the County (the "**Project**"); and paying for costs of issuance of the Bonds, and will be secured as authorized by Mississippi (the "**State**") law.

**SCOPE OF ENGAGEMENT**

In connection with this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "**Bond Opinion**") regarding the validity and binding effect of the Bond, the source of payment and security for the Bond, and the excludability of interest on the Bond from gross income for federal and State income tax purposes;
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bond and coordinate the authorization and execution of such documents;
3. Assist the County in seeking from any other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bond, except that we will not be responsible for any required Blue Sky filings;
4. Review legal issues relating to the structure of the Bond issue;
5. Pursue validation proceedings under State law;

6. If applicable, assist the County in preparing the official statement (the "**Official Statement**") and subject to satisfactory completion of our review, provide to the County written advice that in the course of our participation, no information has come to our attention that leads us to believe that the Official Statement, as of its date (except for financial statements, other statistical data, feasibility reports and statements of trends and forecasts and book-entry language contained in the Official Statement and its appendices, as to which we will express no opinion), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading; If we prepare an Official Statement then there will be an additional fee.

7. Assist the County in presenting information to bond or bond rating organizations, if necessary, and providers of credit enhancement relating to legal issues affecting the issuance of the Bond;

8. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds;  
and

9. If applicable, draft the continuing disclosure undertaking of the County. However, based on our review and discussions with the County's municipal advisor, if it is determined that the County is not in compliance with any of its existing continuing disclosure undertakings, then with your permission we will update said undertakings for a separate fee as set forth below.

Our Bond Opinion will be addressed to the County and will be delivered by us on the date of delivery of the Bond. The Bond Opinion will be based on facts and laws existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the County with applicable laws relating to the Bond. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bond and its security. We understand that you will direct members of your staff and other employees of the County to cooperate with us in this regard. In rendering our Bond Opinion, we will expressly rely upon other counsel as to due authorization, execution and delivery of Bond documents executed by the County.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties under this engagement, without a separate engagement as may hereafter be agreed between the parties, do not include:

(a) Except as described in paragraph 6 above, assisting in the preparation or review of the Official Statement or any other disclosure document, if applicable, with respect to the Bond, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Official Statement or other disclosure document, if applicable, does not contain any untrue statement of a material fact or omit to state a material

fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(b) Preparing request for tax rulings from the Internal Revenue Service ("**IRS**") or no action letters from the Securities and Exchange Commission ("**SEC**");

(c) Preparing Blue Sky or investment surveys with respect to the Bond;

(d) Drafting State constitutional or legislative amendments;

(e) Pursuing test cases or other litigation, such as contested validation proceedings;

(f) Making an investigation or expressing any view as to the creditworthiness of the County or the Bond;

(g) Except as described in paragraph 9 above and if applicable, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bond or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;

(h) Representing the County in IRS examinations or inquiries, or SEC investigations;

(i) After closing, providing continuing advice to the County or any other party concerning any actions necessary to assure that interest paid on the Bond will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bond). Although our present engagement does not include rebate analysis and post-issuance advice relating to the Bond, we would like to discuss with you a separate engagement involving rebate and other post-issuance compliance matters for the Bond and other bond issues or Bonds that you may have issued on various occasions. This includes the drafting of a formal debt management policy and post-issuance tax compliance policy;

(j) Giving and/or providing any financial advice or recommendations concerning the issuance of the Bond as mandated by SEC rules. It is our understanding that the County has hired an Independent Registered Municipal Advisor; or

(k) Addressing any other matters not specifically set forth above that is not required to render our Bond Opinion.

#### **ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this engagement letter, the County will be our client and an attorney-client relationship will exist between us. We understand that counsel to the County will assist with the issuance of the Bond, particularly as to the authorization, execution and delivery of Bond documents. We assume that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. We further assume that all other parties

understand that in this transaction we represent only the County, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Bond counsel are limited to those contracted for in this letter, and the County's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the County will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the County and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bond, or the final series thereof. Nevertheless, subsequent to the Closing of each series of Bonds, we will mail, if required, to the IRS the appropriate IRS Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bond.

#### **PROSPECTIVE CONSENT**

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the County, one or more of our present or future clients will have transactions with the County. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bond. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the issuance of the Bond so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bond. Execution of this engagement letter will signify the County's consent to our representation of others consistent with the circumstances described in this paragraph.

#### **FEEES**

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bond; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee for each series of the Bond will not exceed one percent (1.0%); plus a fee not to exceed \$5,000 to prepare the Official Statement, if applicable; plus expenses not to exceed \$2,500 for items such as travel costs, deliveries, copies, transcripts, telephone charges, filing fees, computer-assisted research and other expenses (see enclosure for standard charges for expenses).

If the financing for the Bonds is not consummated, we understand and agree that we will not be paid for our time expended on your behalf but will be paid for client charges made or incurred on your behalf.

**RECORDS**

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files.

Thank you again for this opportunity to be of service. We look forward to working with you.

Sincerely,

Butler Snow LLP



Troy Johnston

Enclosures

**STATEMENT TO BE SIGNED BY CLAY COUNTY, MS:**

The execution by me of the above Engagement Letter was authorized by Resolution of the Board of Supervisors dated November 16, 2021. I have read the above Engagement Letter and understand and agree to its contents, including the fee and billing arrangements.

CLAY COUNTY, MS



President, Board of Supervisors

Date: 11/15/2021

**BUTLER SNOW LLP**  
**STANDARD BILLING TERMS AND CHARGES FOR EXPENSES**  
 As of January 1, 2010

Butler Snow LLP (the "Firm") will bill clients on a monthly basis for legal services, unless another arrangement is agreed to and approved in writing by the Firm and the Client. The Firm typically sends bills for legal services and expenses via the U.S. Postal Service or by e-mail. Electronic billing services may also be used by specific agreement.

It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provided. As such, we do not charge for many incidental costs or routine services. We are continually working to ensure that our bills are clear and understandable. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved. The chart below spells out the complete details of our expense charges. Our bills are due upon receipt of the bill, unless other arrangements are agreed to in advance.

Any overpayments or duplicate payments the Firm receives that cannot be posted to an outstanding bill ("unapplied payments") will be deposited into the Firm's operating account upon receipt and posted as unapplied cash to the client's account. These unapplied payments will either be applied to a future bill or refunded to the client, whichever is appropriate.

<b>Document Reproduction</b>	<b>No charge for routine reproduction (under 50 pages per day)</b>
Normal sized documents (up to 11 x 17)	For reproduction in excess of 50 pages per day - Black & White: \$0.10/page      Color: \$0.25/page
	Bates Labeling - Electronic: \$0.05/page      Manual: \$0.15/page
Over-size documents (size in excess of 11 x 17)	Charge for each page - no exclusion Black & white: \$6.00/page      Color: \$30.00/page
Electronic Data Manipulation for reproduction	\$75 per hour
<b>Document Scanning</b>	<b>No charge for routine scanning (except evidentiary materials)</b>
	Bulk scanning of evidentiary documents: \$0.00/page (additional charge for document coding)
Over-size documents (size in excess of 11 x 17)	\$10.00/page
<b>Wire Transfers</b>	<b>Outgoing: International: \$50/wire      Domestic: \$25/wire</b>
<b>Data/Audio/Visual Duplication &amp; Reproduction</b>	<b>CD/DVD: \$12.00 for each disc</b>
	Portable Media Devices: Priced per data storage size
<b>Electronically Stored Information (Litigation Support Services)</b>	<b>Data Room: \$750.00/room</b>
	Data Processing: \$50.00/gb per occurrence
	Data Storage: \$5.00/gb per month
	Document Review Hosting: \$15.00/gb per month
	Review User License Fees: \$80.00/user per month
<b>Computerized Legal Research</b>	<b>No charge for basic research.</b>
	\$50/search for public records, special treatises, briefs, motions and expert directory databases.
	Specialized research at actual cost with prior client approval
<b>Electronic retrieval of Court documents</b>	<b>\$0.00 / document</b>
<b>Fax and Long Distance Phone</b>	<b>No charge for calls or Fax transmissions within the United States.</b>
	Non-domestic and conference calls charged at actual cost.
<b>Travel (personal vehicle)</b>	<b>Current Standard Mileage Rate as allowed by the IRS</b>
<b>Messenger Delivery and Service of Subpoenas or Summons</b>	<b>Deliveries under 10 miles one way - No charge; 10-25 miles one way - \$30.00; over 25 miles one way - \$10.00/hour plus mileage;</b>
	<b>Service of Subpoenas/Summons - \$35.00 plus delivery</b>
<b>Overnight Package Delivery</b>	<b>Charged at actual cost per package</b>
<b>Postage</b>	<b>No charge for routine postage (under \$25 per day)</b>
	<b>Bulk mailing postage: at actual cost</b>



**NOTICE TO CLIENTS OF BUTLER SNOW'S  
RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES**

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records or documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous

tems, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.

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**EXHIBIT B**  
**IRMA LETTER**

**EXHIBIT C**  
**G-17/IRMA LETTERS**



# EXHIBIT D

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

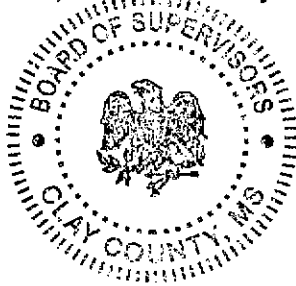
**AUTHORIZE AND APPROVE TO APPOINT OLIVER DEANES TO SERVE ON THE GOLDEN TRIANGLE REGIONAL SOLID WASTE AUTHORITY BOARD FOR FOUR YEAR TERM BEGINNING JANUARY 1, 2022 THROUGH DECEMBER 31, 2025**

---

There came on this day for consideration the matter of authorizing and approving to appoint Oliver Deanes to serve on the Golden Triangle Regional Solid Waste Authority Board for four-year term beginning January 1, 2022 through December 31, 2025.

Supervisor Davis moved to authorize and approve to appoint *Oliver Deanes* to serve on the Golden Triangle Regional Solid Waste Authority Board for four-year term beginning January 1, 2022 through December 31, 2025. The motion was seconded by Supervisor Horton. The motion carried unanimously.

SO ORDERED, this the 15<sup>th</sup> day of November, 2021.



*Shelton L. Deanes*  
Shelton L. Deanes, President

ATTEST.

  
\_\_\_\_\_  
Amy G. Berry, Chancery Clerk  
Clerk of the Board



**GOLDEN TRIANGLE**  
**REGIONAL SOLID WASTE MANAGEMENT AUTHORITY**  
P. O. Box 1619 • 9778 Old West Point Road  
Starkville, Mississippi 39760  
(662) 324-7566 • Fax: (662) 320-9212

November 8, 2021

Clay County  
Attn: R. B. Davis  
P. O. Box 815  
West Point, MS 39773

Dear Mr. R.B. Davis,

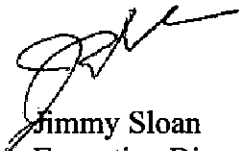
The following terms on the Board of the Golden Triangle Regional Solid Waste Management Authority will expire on December 31, 2021:

**Oliver Deanes**

Please fax, mail or email me a copy of the minutes showing the appointment or reappointment to this position which will be effective January 1, 2022 and expires on December 31, 2025. Also, please complete and return the attached form on new appointee(s). Thank you for your assistance.

Please call if you have any questions.

Sincerely,



Jimmy Sloan  
Executive Director

JS/pt

Cc: Oliver Deanes

*Protecting Tomorrow's Environment Today*



# EXHIBIT E

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

***IN THE MATTER OF REQUESTING THE TOMBIGBEE RIVER VALLEY WATER  
MANAGEMENT DISTRICT TO RESET A BRIDGE WHICH WAS REMOVED AND  
REPLACED DURING CLEARING AND DREDGING OPERATION AT BOGUE CULLEY  
CREEK***

Supervisor Deanes offered and moved the adoption of the following resolutions,

**RESOLUTION**

WHEREAS, there is an urgent need of resetting a bridge recently removed and replaced during the clearing and dredging operation of Bogue Culley Creek as located in Clay County, Mississippi; and

WHEREAS, without immediate attention taken toward this problem, considerable damage to property may result; and

WHEREAS, Clay County, Mississippi is without sufficient resources with which to perform such task.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Clay County, Mississippi, that the Board hereby requests the Tombigbee River Valley Water Management District to perform the above stated tasks in Clay County, Mississippi as within their means to do so.

Supervisor Horton seconded the motions and with all members present and saying "AYE", the President declared the motion carried and resolution adopted.

SO ORDERED, this the 15th day of November, 2021.

---

Shelton Deanes, President

**ATTEST:**

---

Amy G. Berry, Chancery Clerk  
Clerk of the Board of Supervisors

**FREE UNA LAND COMPANY**

Clyde L. Pritchard  
P.O. Box 2523  
Starkville, MS 39760

NOVEMBER 2, 2021

CLAY COUNTY BOARD OF SUPERVISORS  
MR. SHELTON DEANES  
205 COURT STREET  
WEST POINT, MS 39773

VIA EMAIL: [aberry@claycounty.ms.gov](mailto:aberry@claycounty.ms.gov)

RE: **BOGUE CULLEY BRIDGE REPAIR  
BAKER ROAD  
CLAY COUNTY, MISSISSIPPI**

Dear Mr. Deanes:

We respectfully request the Clay County Board of Supervisors issue a request to the Tombigbee River Waterway Management District to reset a bridge which was removed by the TRVWMD and replaced during a recent clearing and dredging operation on Bogue Culley Creek, feeding directly into Houlika Creek.

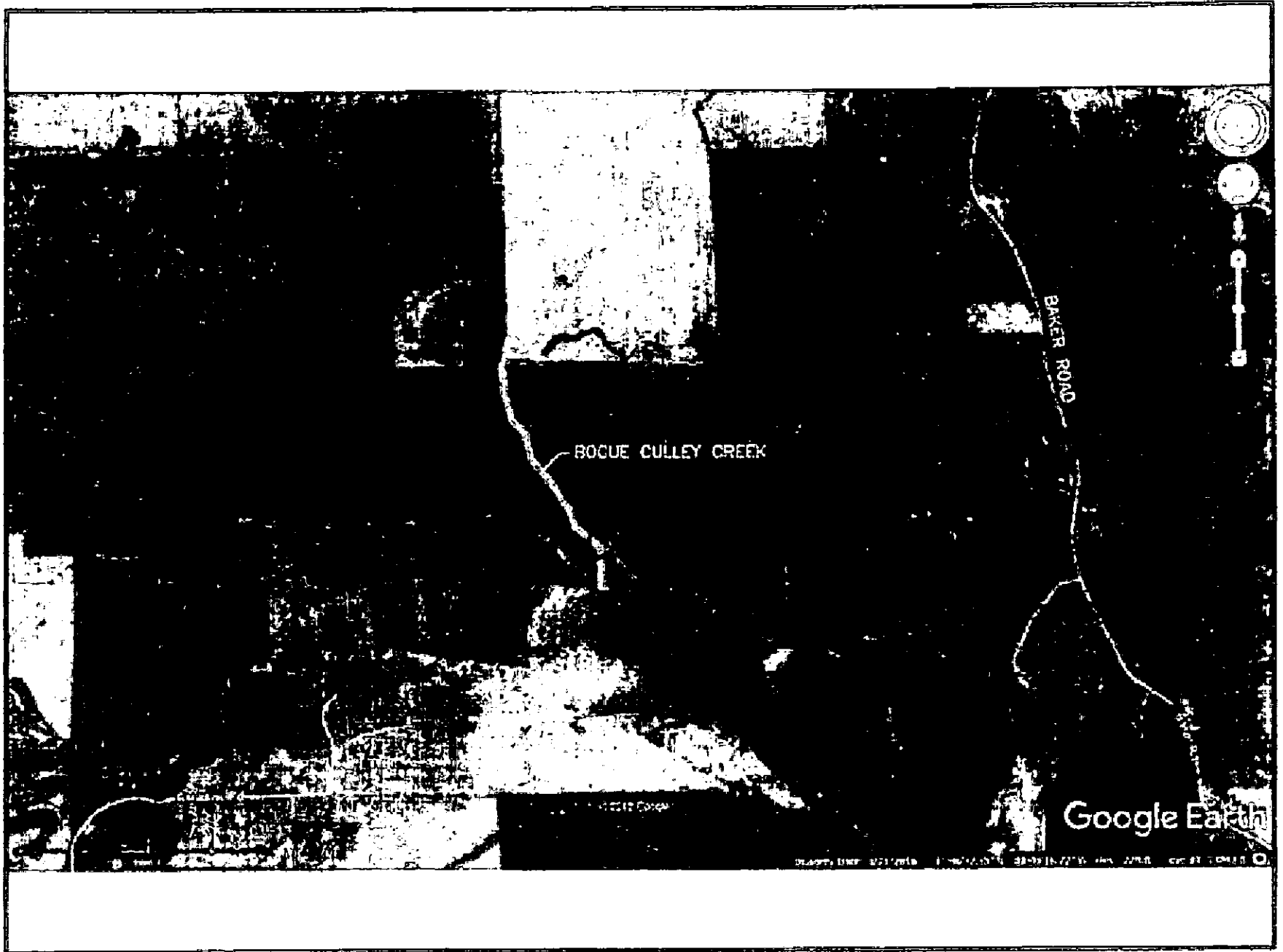
Frequent flooding eroded the bank and the bridge is no longer passable. Loss of this bridge is adversely impacting access and our ability to manage our north property. A location map is enclosed. The subject area is accessible without damage to any current chop on farming activities.

Your assistance in expediting this work is greatly appreciated. Feel free to contact us should you have any questions.

Respectfully,



Clyde L. Pritchard, P.E.  
Free Una Land Company  
(662) 769-8101



# EXHIBIT F

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

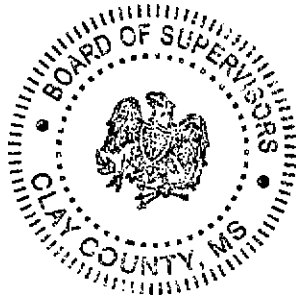
**AUTHORIZE AND APPROVE TO DESIGNATE SHELTON DEANES AS THE MDOT  
TITLE IV COORDINATOR AND AMY G. BERRY AS THE ADA COORDINATOR FOR  
YEAR 2021**

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There came on this day for consideration the matter of authorizing and approving to designate Shelton L. Deanes as the *MDOT Title IV Coordinator* and Amy G. Berry as the *ADA Coordinator* for year 2021.

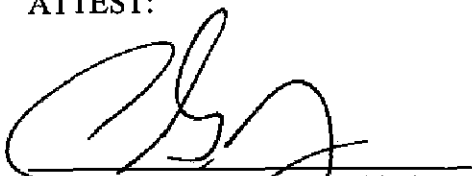
Supervisor Horton moved to authorize and approve to designate Shelton L. Deanes as the *MDOT TITLE IV Coordinator* and Amy G. Berry as the *ADA Coordinator* for the county for year 2021. The motion was seconded by Supervisor Davis. The motion carried unanimously.

SO ORDERED, this the 15<sup>th</sup> day of November 2021.



*Shelton L. Deanes*  
Shelton L. Deanes, President

ATTEST:

  
Amy G. Berry, Chancery Clerk  
Clerk of the Board

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
TITLE VI ANNUAL ASSESSMENT REPORT**

*July 1, 2020 – June 30, 2021 Title VI Policy Statement*

1. *If the head of Agency has changed since original Nondiscrimination Agreement policy statement was signed please resubmit with new approved signature.*
2. *Describe any changes to your approved policy statement that have resulted from changes in legislation, local ordinances, etc., or a change in Mayor or Board President*

*[Handwritten signature]*

**Organization, Staffing & Training**

1. *Has the Title VI representative or anyone from your organization participated in any form of training with specific reference to Title VI, Environmental Justice (EJ), Limited English Proficiency (LEP) or Americans with Disabilities Act (ADA) in the past year?*  
 Yes  No *If yes, describe and provide the date and location.*
2. *Report any changes in the organizational structure since the last reporting period. (Examples: new Title VI Coordinator, new Mayor, new Board President)*
3. *Provide information concerning your Title VI Coordinator, including name, title, phone number, race and sex of the individual.*

*[Handwritten signature]*

**Demographics**

*Using the most current data available (through Census or other means), describe the demographics within your jurisdiction.*

	Number	%		Number	%
Female	10,914	53.1%	Male	9,670	46.9%
White	6,350	40.57%	Black or African American	12,017	58.2%
American Indian/ Alaska Native	27	.13%	Native Hawaiian/ other Pacific Islander	2	.01%
Asian	46	.22%	Hispanic	173	.84%
Other	19	.09%			

MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
TITLE VI ANNUAL ASSESSMENT REPORT

**Complaints Requirements**

1. List any Title VI complaints or concerns received from the public during the reporting period. Include the basis for the complaint, ethnicity, and gender and summarize the resolution sought and the outcome. *none*

2. Does agency have a formal Title VI complaint procedure and Title VI complaint form for external discrimination complaints?

*Yes*

**Public Involvement**

1. What efforts have been made in the past year to notify the public of meetings, hearings, workshops, special sessions dealing with transportation projects etc.? (This does not pertain to regularly scheduled monthly Board Meetings)

*If necessary, any special hearings would be advertised in the Daily Times leader, the local newspaper in circulation.*

2. How have you ensured involvement by minorities and disabled persons when they have been impacted by projects?

*By public notice*

3. Were accommodations of translation services or special needs included in notices to the public this past year?  Yes  No

4. Has your organization received any request for information in an alternative format such as Braille, Audio, or non-English in the past year?  Yes  No If yes, please discuss

5. Does your organization have a Limited English Proficiency (LEP) plan?  Yes  No

6. How does the organization ensure that persons whose primary language is not English have access to services?

7. Does your agency include minority media in all notification processes for public meetings?

Yes  No If yes, provide the name and address of each. *There is no local minority media in Clay Co, MS.*



MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
TITLE VI ANNUAL ASSESSMENT REPORT

8. Where are public meetings held and are they held at times that are convenient for traditionally under-served populations?

Clay County Courthouse

9. Are there efforts made to engage dialogue with minority and low-income communities even when there is no specific planning product or process underway?  Yes  No

If yes, please explain the process. We could contact the local minority community leaders involved in local civic organizations such as NAACP, etc.

10. How does your organization collect data when evaluating the potential social, economic and environmental effects of proposed plans and programs on a community?

Through the Planning & Development District

**American with Disabilities Act (ADA)**

Public Entities with 50 or more employees are required by Title II of the American with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 to develop and implement an ADA Self Evaluation plan and Transition Plan.

1. Has your agency appointed an ADA/Section 504 Coordinator?  Yes  No if yes, please provide name, title, race and sex of the individual.

Anny G. Beverly, Chancery Clerk  
White  
Female

2. Has your agency developed and posted an ADA Policy Statement?  Yes  No

3. Has your agency developed and posted an ADA Grievance Procedure?  Yes  No

4. Are facilities and meeting areas fully accessible to persons with disabilities?  Yes

5. Has the organization conducted a self-evaluation?  Yes  No If no, provide timeline for completion of the self-evaluation plan.

6. Based on the development of a self-evaluation plan, has the organization developed a Transition Plan?  Yes  No If no, provide timeline for completion of the Transition Plan.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
TITLE VI ANNUAL ASSESSMENT REPORT

**Accomplishments and Goals**

1. Were there any significant accomplishments made during the reporting period? (July 1, 2020 to June 30, 2021) If so, provide a brief statement detailing the nature of each. (examples: ADA improvements, training, complaint resolution, or updates to your ADA Transition plan)

No complaints

2. List any goals and objectives you may have for next year. (July 1, 2021 to June 30, 2022) (examples: Updates to your ADA Transition plan, training, develop LEP plan)

Prepared By:

Amy G. Berry Chowey Clerk

NAME

TITLE

11/15/2021

DATE

# EXHIBIT G

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

**AUTHORIZING AND APPROVING THE BOARD PRESIDENT TO ACTIVATE THE CLAY COUNTY HEBRON CHRISTIAN ROAD PROJECT AS APPROVED THROUGH HOUSE BILL 1413 IN THE AMOUNT OF \$250,000**

---

There came on this day for consideration the matter of authorizing and approving the Board President to activate the Clay County Hebron Christian Road Project approved through House Bill 1413 in the amount of \$250,000.

It appears to this Board District 5 has been awarded \$250,000 from the MS Department of Transportation for the Clay County Hebron Christian Road Project through House Bill 1413, and;

It appears to this Board in order to receive the said funds the President must send a resolution to the *MS Department of Transportation* activating the said project.

NOW THEREFORE, Supervisor Chandler moves to authorize and approve with the passing of this resolution the President is hereby authorized to activate the Hebron Christian Road project on behalf of the County, and further, authorizes the President to execute the *Memorandum of Agreement* with MS Department of Transportation. The motion was seconded by Supervisor Davis. The motion carried unanimously.

SO ORDERED this the 15<sup>th</sup> day of November, 2021.



Shelton L. Deanes

Shelton L. Deanes, President

ATTEST:

Amy G. Berry  
Amy G. Berry, Chancery Clerk  
Clerk of the Board

# EXHIBIT H

**ORDER OF BOARD OF SUPERVISORS** Clay COUNTY,  
**SETTING FORTH PROPOSED STATE AID PROJECTS FOR**  
**PERIOD** JANUARY, 2020 **THROUGH** DECEMBER, 2023

Pursuant to the provisions of Senate Bill No. 1 of the Extraordinary Session of 1949 and as subsequently amended, herein after referred to as said Act, We, the undersigned members of the Board of Supervisors of Clay County, hereby order that the proposed project(s) listed herein constitute the State Aid Program for Clay County for the period JANUARY, 2020 through DECEMBER, 2023.

In support of this order, the Board certifies and agrees that:

1. The State Aid System in said County has been designated by the Board and approved by the State Aid Engineer, as required by said Act.
2. The Board has employed a Registered Professional Engineer as County Engineer, who will employ such other competent technical assistant(s), as required, to properly supervise and inspect the work in compliance with the Rules and Regulations of the State Aid Engineer, all as required in said Act.
3. This program, which has been prepared by the County Engineer and approved by this Board, is herewith submitted to the State Aid Engineer for approval.
4. The Board will comply with all applicable Laws, Rules and Regulations in the acquisition of rights-of-way and will maintain the acquired rights-of-way for said project(s) to keep the same free of encroachments such as buildings, fences or any other obstructions. The Board designates \_\_\_\_\_ as its right-of-way acquisition agent for the project(s) herein. The agent's address and phone number is \_\_\_\_\_
5. Counties receiving \$500,000 or more in Federal funds from all projects constructed or being constructed in a Federal Fiscal Year (October 1 - September 30), must have a single audit conducted in accordance with OMB circular A-133.
6. The Board herein affirms its acceptance of the Office of State Aid Road Construction's policy for the accommodation of utilities as stated in S.O.P. No. SA II-2-8 and agrees to coordinate utility facility installation and/or adjustment in a timely manner so as not to impede project development.
7. The Board will maintain the project(s), after completion, in a regular and satisfactory manner subject to the approval of the State Aid Engineer, all as required in said Act.
8. The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay engineering costs on the project(s), as authorized by Mississippi Code 1972, Section 65-9-15, and in accordance with the Rules and Regulations promulgated by the State Aid Engineer, dated July 1, 2005.
9. The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay testing expenses incurred PRIOR to the award of Contract on any project(s) included in this program. In the event the Board cancels or withdraws any project(s) included in this program, the Board hereby agrees to reimburse its State Aid Fund for testing charges incurred.

PROJECT PRIORITY NO. \_\_\_\_\_

1. Project No. SAP-13(13)M
2. Name of Road: Hebron Christian Road (Henryville Road)
3. Design Classification: (check one) Rural  Urban \_\_\_\_\_ (check one) Collector \_\_\_\_\_ Local   
Federal Route Number 1718
4. Termini of Project: Begin at Intersection of Hwy 50 near SW Corner SE 1/4 NE 1/2 Section 21, T20N, R14E, Clay County and extend northerly and westerly for 1 mile to a point near SW corner of Section 16, T20N, R14E, Clay County
5. Length of Project: 1.0 Miles
6. Character of Work (Show Alternates if Applicable) Overlay, Striping, and Signing

7. Design Data:
  - a. Traffic Count: How Determined MDOT Traffic Map  
Current ADT 260 VPD; Design Year ADT 340 VPD; %Trucks 10  
Traffic Count Required: Yes \_\_\_\_\_ No  (Attach Supplemental Sheet)
  - b. Terrain Level  Rolling \_\_\_\_\_ Design Speed 40 MPH
  - c. ROW: Existing 80 Ft.; Proposed 80 Ft.
  - d. Proposed Roadway Crown Width 28 Ft.
  - e. Surface Type & Width: Existing Asphalt 20 Ft.  
Proposed Asphalt 20 Ft.

8. Bridges:
  - a. Str. No. \_\_\_\_\_ Suff. Rtg. \_\_\_\_\_ Capacity \_\_\_\_\_  
Remain in Place: Yes \_\_\_\_\_ No \_\_\_\_\_ Existing/Proposed Width \_\_\_\_\_ Ft.
  - b. Str. No. \_\_\_\_\_ Suff. Rtg. \_\_\_\_\_ Capacity \_\_\_\_\_  
Remain in Place: Yes \_\_\_\_\_ No \_\_\_\_\_ Existing/Proposed Width \_\_\_\_\_ Ft.
  - c. Str. No. \_\_\_\_\_ Suff. Rtg. \_\_\_\_\_ Capacity \_\_\_\_\_  
Remain in Place: Yes \_\_\_\_\_ No \_\_\_\_\_ Existing/Proposed Width \_\_\_\_\_ Ft.
  - d. Str. No. \_\_\_\_\_ Suff. Rtg. \_\_\_\_\_ Capacity \_\_\_\_\_  
Remain in Place: Yes \_\_\_\_\_ No \_\_\_\_\_ Existing/Proposed Width \_\_\_\_\_ Ft.
  - e. Str. No. \_\_\_\_\_ Suff. Rtg. \_\_\_\_\_ Capacity \_\_\_\_\_  
Remain in Place: Yes \_\_\_\_\_ No \_\_\_\_\_ Existing/Proposed Width \_\_\_\_\_ Ft.

9.	Estimated Construction Cost of Project (Including Contingencies) \$	250,000
a.	STP Funds Requested ( _____ %) \$ _____	
b.	BR Funds Requested ( _____ %) \$ _____	
c.	SA Funds Requested ( _____ %) \$ _____	
d.	LSBP Funds ( _____ %) \$ _____	
e.	<u>HB 1413</u> Funds \$ <u>250,000</u>	

	Engineering Cost ( <u>12</u> %) (Constr. Cost Less Contingencies) \$	28,571
a.	State Aid Funds Requested \$ _____	28,571
b.	County Funds Contributed \$ _____	
c.	LSBP Funds Contributed \$ _____	
d.	_____ Funds Contributed \$ _____	
	Total Estimated Cost of Project \$ _____	278,571

Construction will be by: Contract  County Forces \_\_\_\_\_

Use Supplemental Sheet and/or maps if needed to provide complete data.

<u>FOR STATE AID USE ONLY:</u>	Preliminary Review _____	_____	Date _____
	Recommend Approval _____	Dist. Engr. _____	Date _____
	Approved _____	State Aid Engr. _____	Date _____
	Letter To Bd. _____	Dist. Engr. _____	Date _____
	Funds Record _____	Auditor _____	Date _____
	Programmed _____	_____	Date _____

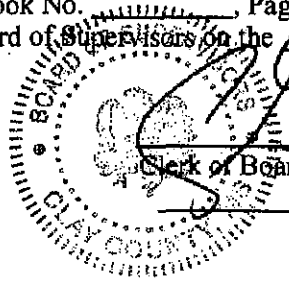
BOARD OF SUPERVISORS

CLAY \_\_\_\_\_ County  
 \_\_\_\_\_, Supervisor, District I  
 \_\_\_\_\_, Supervisor, District II  
 \_\_\_\_\_, Supervisor, District III  
 \_\_\_\_\_, Supervisor, District IV  
 \_\_\_\_\_, Supervisor, District V  
 Prepared by: Robert L. Calvert, County Engineer

STATE OF MISSISSIPPI  
COUNTY OF Clay

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of Clay County, Mississippi, entered into the minutes of the said Board of Supervisors, Minute Book No. \_\_\_\_\_, Page No. \_\_\_\_\_, same having been adopted at a meeting of said Board of Supervisors on the 11th day of October, 2004.

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





**OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
JACKSON, MISSISSIPPI**

DATA TO BE SUBMITTED WITH ALL PROJECT PROGRAMS

Project Number SAP-13(13M) County Clay Date 10/15/2021

Road Connections at each End of Project  
 (South or West) South End, Surf. Type Asphalt Surf. Width 20' Rdwy. Width 28'  
 (North or East) North End, Surf. Type Asphalt Surf. Width 20' Rdwy. Width 28'

Railroad Grade Crossing Data

Is there an existing Railroad Grade Crossing? Yes \_\_\_\_\_ No

Name of Railroad \_\_\_\_\_

Existing Protection \_\_\_\_\_

Proposed Protection \_\_\_\_\_

Existing and/or Proposed Facilities Effecting Route:

SCHOOLS: YES  NO  ON ROUTE  OFF ROUTE \_\_\_\_\_  
 INDUSTRY: YES \_\_\_\_\_ NO  ON ROUTE \_\_\_\_\_ OFF ROUTE \_\_\_\_\_

TYPE OF INDUSTRY: \_\_\_\_\_

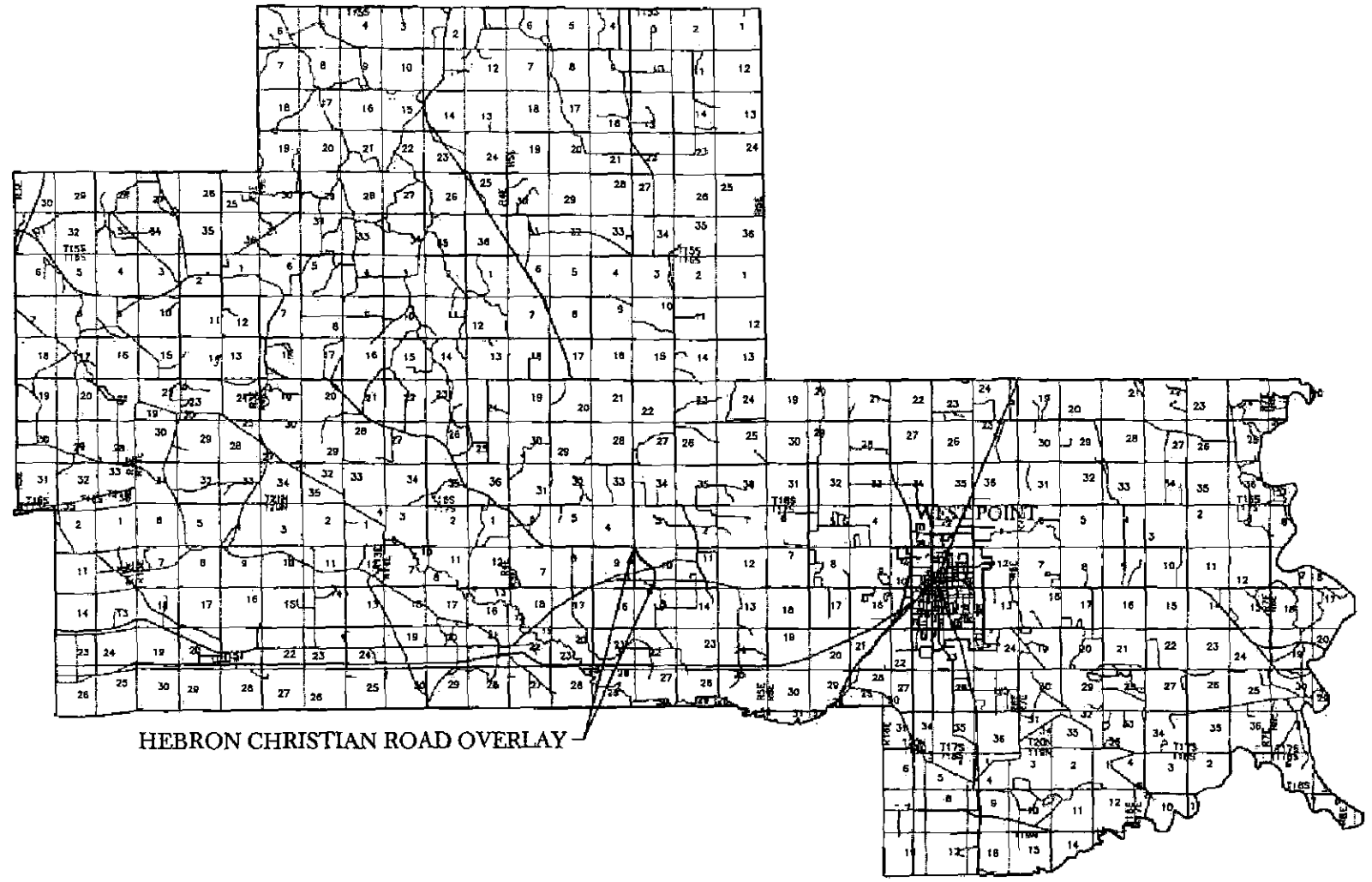
OTHER DESIGN CONSIDERATIONS: HB 1413

UTILITY COMPANIES TO BE AFFECTED BY PROJECT:

NAME	STREET OR P.O. BOX ADDRESS	CITY
N/A		

Signed Robert L. Chart  
County Engineer

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HEBRON CHRISTIAN ROAD OVERLAY

SCALE: 1"-20,000



CALVERT - SPRADLING ENGINEERS, INC.  
 Consulting Engineers  
 P. O. Box 1078 • Phone (601) 494-7101  
 West Point, Mississippi 39773

**HEBRON CHRISTIAN  
 ROAD OVERLAY**

**CLAY COUNTY,  
 MISSISSIPPI**

DESIGNED/SURVEYED BY: \_\_\_\_\_  
 DRAWN BY: RLC  
 CHECKED BY: RLC  
 DATE: 10-11-21

SHEET  
 NO.  
1 OF 1

221135

# EXHIBIT I

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

**IN THE MATTER OF DESIGNATING CERTAIN COUNTY EMPLOYEES TO SERVE  
AS THE PROJECT DIRECTOR AND MANAGER FOR THE HEBRON CHRISTIAN  
SCHOOL ROAD PROJECT AS FUNDED THROUGH HOUSE BILL 1413 IN THE  
AMOUNT OF \$250,000**

---

There came on this day for consideration the matter of authorizing and approving certain county employees to serve as the Project Director and Manager for the Hebron Christian School Road Project as funded through House Bill 1413 in the amount of \$250,000.

It appears to this Board that it would be in the best interest for the following county employees to serve as the contact for this project, to-wit;

**Project Manager**

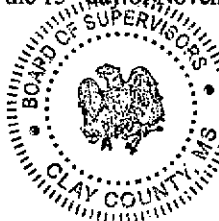
Clay County Board of Supervisors  
Shelton L. Deanes, President  
P. O. Box 815  
West Point, MS 39773  
(662) 295-6110  
[sdeanes@claycounty.ms.gov](mailto:sdeanes@claycounty.ms.gov)

**Project Director**

Amy G. Berry  
Chancery Clerk  
P. O. Box 815  
West Point, MS 39773  
(662) 494-3124  
[aberry@claycounty.ms.gov](mailto:aberry@claycounty.ms.gov)

NOW THEREFORE, Supervisor Charles moved for the county employees referenced to above to serve as the contacts for this project. The motion was seconded by Supervisor Davis. The motion carried unanimously.

SO ORDERED, this the 15<sup>th</sup> day of November, 2021.



Shelton L. Deanes  
Shelton L. Deanes, President

ATTEST:

Amy G. Berry  
Amy G. Berry, Chancery Clerk  
Clerk of the Board

# EXHIBIT J

**J. E. VANCE & COMPANY, P.A.**  
CERTIFIED PUBLIC ACCOUNTANTS

825 JEFFERSON STREET  
POST OFFICE BOX 1280  
TUPELO, MISSISSIPPI 38802

(662) 842-2123  
FACSIMILE (662) 841-6809  
E-MAIL: [jev@jevance.com](mailto:jev@jevance.com)

October 29, 2021

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

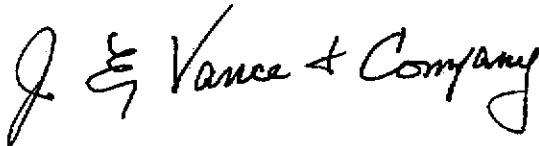
Dear Amy:

Our fee, \$27,800, plus \$2,500 if single audit, for fiscal years ending September 30, 2021 and 2022, is based on our recent experience with county audits. As you know, the county is not required to accept the lowest quote. However, we are aware that engagements of this nature are price sensitive. Accordingly, we have allowed a substantial discount from our standard rates.

It is very important that our firm continue to have a working relationship with you and your staff. Accordingly, we appreciate this opportunity to submit this proposal on the audits and hope our fees are satisfactory. Should you have any questions or wish to discuss the proposal in greater detail, please don't hesitate to call.

Yours very truly,

J.E. Vance & Company, P.A.

A handwritten signature in black ink that reads "J E Vance & Company". The signature is written in a cursive, flowing style.

James E. Vance, CPA  
President

**CLAY COUNTY**  
**AUDIT PROPOSAL**  
**FISCAL YEARS ENDED**  
**SEPTEMBER 30, 2021 AND 2022**

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**J. E. VANCE & COMPANY, P.A.**

CERTIFIED PUBLIC ACCOUNTANTS

825 JEFFERSON STREET  
POST OFFICE BOX 1280  
TUPELO, MISSISSIPPI 38802

(662) 842-2123

FACSIMILE (662) 841-6809

E-MAIL: jev@jevance.com

October 29, 2021

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

Dear Amy:

I am pleased to provide the following proposal for auditing services for fiscal years ended September 30, 2021 and 2022.

**1. Firm Background and Experience**

Our firm, founded in 1989, has over ninety years combined experience in public accounting. We have performed audits of universities, public school districts, various commercial entities, counties, and nonprofit organizations. We have audited primary government as well as general-purpose financial statements. We have worked with many federally funded programs. We currently serve as auditors of an Intercollegiate Athletic Department, a state University, three school districts, four counties, and several for profit and nonprofit entities. In addition, we have applied agreed upon procedures for the IHL, Institutions of Higher Learning, of the state of Mississippi. Our firm maintains compliance with all continuing education requirements prescribed by the Yellow Book, the Mississippi Society of Certified Public Accountants, the American Institute of Certified Public Accountants, and PCPS, the AICPA's Alliance for CPA Firms. Our firm received an unqualified opinion regarding its system of quality control for its accounting and auditing practice. A copy of the opinion letter is attached.

**2. Profile and Location of the Firm**

We are certified public accountants with offices located at 825 Jefferson Street, Tupelo, Mississippi. We are licensed by the State of Mississippi and are members of the Mississippi Society of Certified Public Accountants, the American Institute of Certified Public Accountants and PCPS, the AICPA's Alliance for CPA Firms. We have a staff of nine people consisting of one partner, a technology coordinator, an audit manager, two senior accountants, two staff accountants and two support staff. I am the managing partner of the firm. The size of our staff allows us to offer flexibility in scheduling the audit engagements to meet the convenience of your staff.

**Resumes of the Staff Members to be Assigned to Perform the Audit Services**

**James E. Vance, CPA**

I am a graduate of the University of Mississippi, with forty years' experience in public accounting. I am a Certified Public Accountant, a member of the Mississippi Society of Certified Public Accountants, and a member of the American Institute of Certified Public Accountants. I am active in the State Society currently serving on the Litigation Support Services Committee. I have served as a member of the University of Mississippi School of Accountancy Board of Directors. I have worked with federally funded programs, counties, nonprofit organizations, municipal school districts, county school districts, local governments, universities, State Agencies, and commercial and professional for profit entities. I will be in charge of this engagement.

**David N. Byrd, CPA**

Mr. Byrd received his Master of Accountancy from the University of Mississippi. He is a Certified Public Accountant, a member of the Mississippi Society of Certified Public Accountants and a member of the American Institute of Certified Public Accountants. He is an audit manager with eleven years' experience in public accounting. He has worked with federally funded programs, counties, municipal and county school districts, special-purpose governmental entities, nonprofit organizations, universities, and commercial entities.

**Daniel E. Frey, CPA**

Mr. Frey received his undergraduate degree from Jacksonville State University and his Masters of Accountancy from the University of Alabama at Birmingham. He is a Certified Public Accountant, a Certified Fraud Examiner, a member of the Mississippi Society of Certified Public Accountants, American Institute of Certified Public Accountants, and the Alabama Society of Certified Public Accountants. He is a senior accountant with twenty-six years' experience in public accounting. Mr. Frey has extensive experience with federal grants. He has worked with federally funded programs, counties, county school districts, local governments, universities, state agencies, and commercial entities, and nonprofit organizations.

**4. Detailed Statement of the Firm's Understanding of the Work to be Performed and how it Relates to the County**

It is my understanding that those services shall consist of the audit of general purpose financial statements and the audit of funds in compliance with state and federal laws and regulations.

All services shall be for fiscal years 2021 and 2022. All work may begin upon notification of selection and must be completed by the date specified in the contract.

The services are to be performed in accordance with the following:

1. Generally accepted auditing standards and the industry audit guide, *Audits of State and Local Governmental Units*, established by the American Institute of Certified Public Accountants.
2. Statements of financial accounting standards as prescribed by the Financial Accounting Standards Board and the Governmental Accounting Standards Board.
3. State legal compliance audit program and related forms provided by the Office of the State Auditor.
4. *Governmental Auditing Standards* as required by the U.S. General Accounting Office. (The Yellow Book)
5. OMB Uniform Grant Guidance, Audit of States, Local Governments, and Non-profit Organizations.
6. The Single Audit Act Amendments of 1996.
7. Mississippi Code Annotated (1972) for compliance with applicable state laws.
8. Attestation standards established by the American Institute of Certified Public Accountants as applicable to the examination of the Purchasing System and Inventory Control System.

The procedures set out below will be followed after a contract has been awarded:

- conference between the firm's auditor in charge and officials prior to commencement of work
- preparation of the basic financial statements
- conducting the audit services and preparing workpapers
- reviewing the work by auditing services supervisor
- conducting an exit conference
- preparing written final auditor's reports
- submitting final report to the State Auditor's office for approval

The final audit report will be in the format requested by the Office of the State Auditor on 8 1/2" x 11" paper and be bound on the left. The required number of reports will be submitted no later than the date specified in the contract.

**5. Estimates of the Starting Date, Completion Date, and Total Number of Hours Needed to Complete the Audit Services**

Starting Date:	ASAP
Completion Date:	September 30, 2021 – June 30, 2022 September 30, 2022 – June 30, 2023
Total Hours:	370

**6. Detailed Itemized Cost Statement**

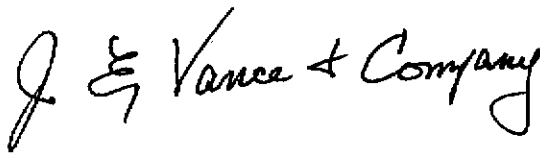
See schedule on page 7.

**7. Firm's Contact with the State Auditor's Office**

James E. Vance, CPA  
P.O. Box 1280  
825 Jefferson Street  
Tupelo, MS 38802  
(662) 842-1923

We appreciate the opportunity to submit this proposal.

Yours very truly,  
J. E. Vance & Company, P.A.



James E. Vance, CPA

**CLAY COUNTY  
DETAILED ITEMIZED COST STATEMENT**

	<u>Preparation of Financial Stmts</u>	<u>Audit of Financial Stmts</u>	<u>Total</u>
Planning	4	12	16
Conference with personnel	4	4	8
General supervision and review	8	8	16
Internal control	-0-	16	16
Legal compliance	-0-	24	24
Trial Balance and adjustments	24	8	32
Cash and temporary investments	5	3	8
Receivables	8	8	16
Fixed assets	16	8	24
Other assets	4	-0-	4
Accounts payable	12	4	16
Notes payable	12	4	16
Other liabilities	4	-0-	4
Net pension liability	12	4	16
Fund balance	8	4	12
Revenue	12	20	32
Expenditures	12	20	32
Review workpapers	8	16	24
Exit conference	-0-	2	2
Preparation of report	24	8	32
Final review	4	12	16
Typing, proofing, and binding	4	-0-	4
	<hr/>	<hr/>	<hr/>
Hours	185	185	370
Rate per hour	<u>\$ 80.00</u>	<u>\$ 80.00</u>	<u>\$ 80.00</u>
Fee before miscellaneous expenses	14,800	14,800	29,600
Supplies, travel, miscellaneous expenses	1,500	1,500	3,000
Discount	<u>(2,400)</u>	<u>(2,400)</u>	<u>(4,800)</u>
<b>Net fee per year</b>	<u><b>\$ 13,900</b></u>	<u><b>\$ 13,900</b></u>	<u><b>\$ 27,800</b></u>
Effective rate per hour	<u>75.14</u>	<u>75.14</u>	<u>75.14</u>
<b>Single audit (if applicable)</b>			<u><b>\$ 2,500</b></u>

The Net Fee includes all costs pertaining to anticipated services to be provided.

**CONTRACT FOR PROFESSIONAL SERVICES**

This document reflects a contractual agreement entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ among the Office of the State Auditor, Clay County (herein referred to as the "County") and J.E. Vance & Company, P.A. (herein referred to as the "Firm") to provide services, materials and personnel to perform the work as specified in paragraph 1.

Scope of Services

1. The County and the Office of the State Auditor desire to engage the Firm to render the following professional audit services for the County for the 2020-2021 and 2021-2022 fiscal years:
  - A. Perform a financial audit for all funds of the County.
  - B. Perform a compliance audit with applicable state and federal laws and regulations. Sections of the compliance audit program labeled as "Required" must be completed by the Firm regardless of materiality or impact to the Financial Statements.
  - C. Perform Items A and B above in conformity with professional standards, laws, rules, regulations and guidelines as contained in, but not limited to, the documents identified in paragraph 4 of this contract.

Indicate which type of financial reporting framework of financial statement reporting for performance of audit services:

**Initial Applicable Framework (Select Only One)**

County Representative	CPA Firm Representative	Type of Framework of Financial Statement Reporting
		General Purpose Financial Reporting Framework (GAAP)
		Special Purpose Financial Reporting Framework (Cash Basis-OCBOA)

Authorized Representatives

2. The following people have been empowered to act as the duly authorized representatives for this contract:

**Office of the State Auditor**

**Name:** Joe E. McKnight, CPA  
**Title:** Director, County Audit Section  
**Address:** P. O. Box 956, Jackson, MS 39205

**Clay County, Mississippi**

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** P.O. Box 815, 365 Court Street, West Point, MS 39773

**J.E. Vance & Company, P.A.**

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** P.O. Box 1280, 825 Jefferson Street, Tupelo, MS 38802

**Notices** All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by facsimile provided that the original of such notice is sent by certified United States mail postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom this notice should be given as indicated above. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

Contract Fee Consideration

3. The Firm shall receive as compensation to be paid by the County for the described auditing services a fee not to exceed:

\$27,800 for the audit for the 2020-2021 fiscal year.  
\$27,800 for the audit for the 2021-2022 fiscal year.  
\$2,500 additional if Single Audit is required.

The said fee is based on:

370 hours at \$75.14 per hour for the 2020-2021 fiscal year audit.  
370 hours at \$75.14 per hour for the 2021-2022 fiscal year audit.  
40 additional hours at \$62.50 per hour for a Single Audit.

The Firm shall not receive as compensation an amount greater than the actual hours worked multiplied by the rate per hour for the applicable fiscal year. The Firm will receive no more than the agreed upon compensation no matter the number of hours worked except as provided in paragraph 18.

Compliance with Laws and Professional Standards

4. The professional services will be performed in conformity with the following:
- A. Generally accepted auditing standards and the industry audit guide, Audits of State and Local Governmental Units, established by the American Institute of Certified Public Accountants.
  - B. Statements of financial accounting standards as prescribed by the Financial Accounting Standards Board and the Governmental Accounting Standards Board as applicable if the County is presenting its financial statements under a Special Purpose Framework (OCBOA).
  - C. Government Auditing Standards, as required by the U.S. Government Accountability Office (The Yellow Book).
  - D. OMB Uniform Grant Guidance, Audits of States, Local governments, and Non-profit Organizations.
  - E. The Single Audit Act Amendments of 1996.
  - F. Mississippi Code Annotated (1972) for compliance with applicable state laws.
  - G. A state legal compliance audit program given the Firm by the Office of the State Auditor.
  - H. Attestation standards established by the American Institute of Certified Public Accountants as applicable to the examination of the Purchasing System and Inventory Control System.

Reportable Findings

5. The Firm shall report immediately to the County and the Office of the State Auditor any preliminary findings of possible fraud, misapplication or misappropriation of funds.

Termination of Contract

6. The County, with the written consent of the Office of the State Auditor, has the right to reject any work not meeting the terms of this contract. Should either reject any services, the County's or the Office of the State Auditor's authorized representative shall notify the Firm in writing of such rejection giving reason, therefore. The right to reject services shall extend throughout the terms of this contract. However, prior to termination of this contract by the County, the County must provide written justification to the Office of the State Auditor documenting the reasons for requesting the contract be terminated. The County must obtain written approval from the Office of the State Auditor prior to terminating the contract.

Firm's Requirements of Services

7. The Firm shall provide a draft report and the workpapers, if requested, to the Office of the State Auditor for review and approval. If a Single Audit, this must be provided to the Office of the State Auditor within seven months after fiscal year end of each audit. If there is no Single Audit, this must be provided to the Office of the State Auditor within nine months after fiscal year end of each audit. Upon written notification by the Office of the State Auditor, the Firm shall make any necessary corrections to the report due to this review, and these corrections shall be made within two weeks of such notification. In addition, a copy of the Compliance Audit Program provided by the Office of the State Auditor must be completed and sent to the Office of the State Auditor with any draft report. The records shall be maintained for at least five (5) years; however, if any litigation or other legal action has begun that is not completed at the end of the five (5) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the five (5) year period, the records shall be retained until resolution. Send all documents to [County.audits@osa.ms.gov](mailto:County.audits@osa.ms.gov).

Responsibility of Firm to Distribute Audit Report

8. If a Single Audit, the Firm shall provide two (2) copies of the completed signed report and (1) CD/electronic media/email ([County.audits@osa.ms.gov](mailto:County.audits@osa.ms.gov)) containing a Final Report Adobe PDF File to the Office of the State Auditor within nine months after the fiscal year end of each audit. If a Single Audit, the Data Collection Form (Form SF-SAC) and one copy of the approved Single Audit reporting package, as required by OMB Uniform Grant Guidance, should be filed electronically with the Federal Audit Clearinghouse. Instructions for the filing may be accessed at <http://harvester.census.gov/fac/index.html>. If there is no Single Audit, the Firm shall provide two (2) copies of the completed signed report and (1) CD/electronic media/email ([County.audits@osa.ms.gov](mailto:County.audits@osa.ms.gov)) containing a Final Report Adobe PDF File to the Office of the State Auditor within eleven months after fiscal year end of each audit. Also, the firm should provide the Office of the State Auditor with the total amount of federal expenditures for each fiscal year.

The Firm shall also provide six (6) copies of the completed signed reports to the County, with synopsis instructions, at the same time it provides the reports discussed above.

Engagement Letter

9. The Firm should provide an engagement letter for the audit, which contains the price quote.

Progress Reports

10. The Firm shall keep on file monthly progress reports, which detail the work, completed during the month and shall make these reports available to the County and/or the Office of the State Auditor for review, if requested. Additionally, the Firm must provide status updates on demand as requested by the Office of the State Auditor.



Payment

11. The Firm will be entitled to interim payments, which shall not exceed 70% of the contract amount for the applicable fiscal year, from the County. The Firm shall submit a final invoice for all work performed. This invoice shall provide the number of hours worked by each employee. The final payment of the annual contract amount will be paid by the County upon completion of the audit services and acceptance by the Office of the State Auditor and the County. The County shall not pay any part of the final 30% owed the firm until the County has received written permission from the Office of the State Auditor to do so. The Firm will not be entitled to compensation from the County for correction of any deficient work found in the Office of the State Auditor's review.

Approval

12. The firm agrees to provide any existing service contract with the county as an Appendix to this contract. Additionally, the Firm agrees that if the county is desirous to enter into any other service agreement with the Firm, that the Firm will provide that agreement to the Office of the State Auditor for review before execution so that OSA can review for possible impairments of independence. Any violation of this clause is considered breach of contract and can result in contract termination.

The authorized representative of the Office of the State Auditor is empowered to accept and approve, or reject the services furnished by the Firm in compliance with the provisions of this contract and the attached schedule. No payment, including final payment, shall be construed as acceptance of defective or incomplete work and the Firm shall remain responsible and liable for full performance.

Contract Expiration

13. The contract shall expire 120 days after the final services have been rendered.

Ownership of Documents and Work Papers Upon Termination of Contract

14. The work papers remain the property of the Firm. All other files, notes, correspondence and all other data compiled during the audit shall be available without cost to the County and the Office of the State Auditor for examination and abstracting during normal business hours of any business day. The records shall be maintained for at least five (5) years as required in paragraph 7 of this contract. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner, as determined by the County and/or the Office of the State Auditor, its obligations under this contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this contract, the County, with the written consent of the Office of the State Auditor, shall thereupon have the right to terminate this contract by giving written notice to the Firm of such termination and specifying the effective date of such termination. However, prior to termination of this contract by the County, the County must provide written justification to the Office of the State Auditor documenting the reasons for requesting the contract be terminated. The County must obtain written approval from the Office of the State Auditor prior to terminating the contract. Furthermore, the Firm should notify the Office of the State Auditor and the County as soon as possible if the deadlines cannot be met. In the event the contract is terminated, the Firm will provide reasonable assistance to successor auditors in accordance with the applicable professional standards.

Reduction of Compensation

15. If the Firm fails to meet the submission date for the draft report described in paragraph 7, the County may reduce the agreed compensation by 5% of the contract price for the applicable fiscal year.

If the Firm fails to meet the submission date for the final reports described in paragraph 8 by less than thirty days, the County may reduce the agreed compensation by 10% of the contract price for the applicable fiscal year. If the reports described in paragraph 8 are overdue by thirty days or more, the County may reduce the agreed compensation by 20% of the total contract price for the applicable fiscal year.

Contract Termination Compensation

16. The County, with the written consent of the Office of the State Auditor, may terminate this contract at any time, for any reason other than those reasons contained in paragraph 14 above, by giving written notice to the Firm of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. However, prior to termination of this contract by the County, the County must provide written justification to the Office of the State Auditor documenting the reasons for requesting the contract be terminated. The County must obtain written approval from the Office of the State Auditor prior to terminating the contract. In the event the contract is terminated, the Firm will provide reasonable assistance to successor auditors in accordance with the applicable professional standards. If the contract is terminated by the County and/or the Office of the State Auditor as provided herein, the Firm will be paid an amount which bears the same ratio to the total services of the Firm covered by the contract as supported by detailed invoices submitted to the County by the Firm identifying hours worked on the contract.

Termination of Contract

17. In the event the County and/or the Office of the State Auditor exercises its right to terminate this contract pursuant to paragraph 6 and/or paragraph 14 of this contract, the Firm shall bear all costs associated with the issuance of a new contract. However, prior to termination of this contract by the County, the County must provide written justification to the Office of the State Auditor documenting the reasons for requesting the contract be terminated. The County must obtain written approval from the Office of the State Auditor prior to terminating the contract. Also, the Firm shall notify the County and the Office of the State Auditor of any potential conflict of interest resulting from service to other clients. If such conflict cannot be resolved to the County's satisfaction, the County reserves the right to terminate this contract with the written consent of the Office of the State Auditor and any litigation with respect thereto shall be brought in the courts of the State.

Modification or Renegotiation

18. The County, Office of the State Auditor, or the Firm may request changes in the scope of services to be performed by the Firm. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the County, or its duly authorized representative, and the Firm, shall be included in written amendments to this contract and subject to approval by the Office of the State Auditor.

Contractor Requirements

19. The Firm shall, during the entire term of this contract, be construed to be an independent contractor. Nothing in this contract is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

The Firm represents that it is qualified to perform the duties to be performed under this contract and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this contract. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the County.

Any person assigned by the Firm to perform the services hereunder shall be an employee or a subcontractor of the Firm who shall have the sole right to hire and discharge its employees or subcontractors.

The Firm or its subcontractors shall pay, when due, all salaries and wages of their employees and accepts exclusive responsibility for the payment of federal income tax, social security, unemployment compensation and any other withholdings that may be required.

Neither the Firm, its subcontractors nor their employees are entitled to state retirement or leave benefits.

It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performance hereunder, and that any sum due and payable to the Firm shall be paid as a gross sum with no withholdings or deductions being made by the County for any purpose from said contract sum, except as permitted in paragraphs 14, 15 and 16.

**Indemnification:** To the fullest extent allowed by law, the Firm shall indemnify, defend, save and hold harmless, protect, and exonerate the County, its officers, employees, agents and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, and claims for damage arising out of or caused by the firm and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this Contract.

**Third Party Action Notification:** The Firm shall notify the County in writing within five (5) business days of its receipt of liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against the Firm or the County by any entity that may result in litigation related in any way to this Contract and/or which may affect the Firm's performance under this Contract. Failure of the Firm to provide such written notice to the County shall be considered a material breach of this Contract and the County may, at its sole discretion, pursue its rights as set forth in the Termination clauses herein and any other remedies it may have at law or in equity.

Confidential Information

20. The Firm will be granted access to all client and claimant information necessary for completion of the audit services described herein. The Firm and the Office of the State Auditor assure the County that any and all information regarding clients and claimants of the County will be kept strictly confidential. Any use or release of client or claimant information for purposes other than to fulfill the Firm's or the Office of the State Auditor's responsibilities under this contract must have the prior written approval of the County.

Contract Governance

21. This contract shall be construed and governed in accordance with the laws of the State of Mississippi, and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. The Firm expressly agrees that under no circumstances shall the Office of the State Auditor and/or the County be obligated to pay an attorney's fee or the cost of legal action to the Firm.

Disputes and Arbitration

22. Any dispute concerning a question of fact arising under this contract shall be disposed of by good faith negotiation between duly authorized representatives of the County, the Office of the State Auditor, and the Firm. Such a resolution shall be reduced to writing and a copy thereof mailed or furnished to the Firm and shall be final and conclusive. If a resolution cannot be reached, the Firm shall mail or furnish to the Board of Supervisors of the County and the Office of the State Auditor a written request for review. The Firm shall be afforded an opportunity to be heard and to offer evidence in support of his/her/its position on the issue in dispute and under review. The review will be handled under a three (3) person panel for arbitration composed of the Deputy State Auditor, the Director of Technical Assistance and the Director of the Financial and Compliance Audit Division. The decision of the Arbitration Panel of the Office of the State Auditor on the review shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious, or so grossly erroneous as necessarily to imply bad faith, or not be supported by substantial evidence. Pending final decision of a dispute hereunder, the Firm shall proceed diligently with the performance of the duties and obligations of the contract.

Compliance with Laws

23. The Firm shall comply with all applicable laws, regulations, policies and procedures, and grant requirements (if applicable) of the United States of America or any agency thereof, the State of Mississippi or any agency thereof and any local governments or political subdivisions that may affect the performance of services under this contract. Specifically, but not limited to, the Firm shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this contract because of race, creed, color, sex, age, national origin or disability.

Change in Scope of Work

24. Modification, changes or amendments to this contract may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this contract must be in writing and signed by all parties hereto.

Assignment

- 25. The Firm shall not assign or otherwise transfer the obligation incurred on its part pursuant to the terms of this contract without the prior written consent of the County and the Office of the State Auditor. Any attempted assignment or transfer of its obligations without such consent shall be null and void. All obligations and duties of either party under this contract shall be binding on all successors in interest or assigns of such party.

Failure to Enforce

- 26. Failure of any party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this contract.

Availability of Funds

- 27. It is expressly understood by the parties hereto that the fulfillment of the obligations of the County under this agreement is conditioned upon the availability and receipt of funds. In the event that funds are insufficient or otherwise unavailable to satisfy payment due under this agreement, the County shall not be obligated to make such payments, and all further obligations of the County under this agreement shall cease immediately, without penalty, cost or expense to the County of any kind whatsoever. In the event of such insufficiency or unavailability of funding, the County shall notify the Firm in writing, of such event, and this agreement shall be void.

Insurance Requirements

- 28. Firm represents that it will maintain workers' compensation insurance, if applicable, which shall inure to the benefit of all Firm's personnel provided hereunder, comprehensive general liability or professional liability insurance, and where applicable, employee fidelity bond insurance.

Severability

- 29. If any term or provision of this contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby, and each term and provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

Entire Agreement

- 30. This contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

Address Changes

- 31. The parties agree to promptly notify each other of any change of address. Employee Status Verification

System

- 32. Firm represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Firm agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Firm further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Firm understands and agrees that any breach of these warranties may subject Firm to the following: (a) termination of the Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/ termination being made public, or (b) the loss of any license, permit, certification or other document granted to firm by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Firm would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.”

Representation Regarding Contingent Fees

- 33. The Firm represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the contractor’s bid or proposal (if applicable).

Representation Regarding Gratuities

- 34. The Firm represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the “Mississippi Personal Service Contract Procurement Regulations.”

Certification of Independent Price Determination

- 35. The Firm certifies that the price submitted in response to the solicitation has been arrived at independently and without - for the purpose of restricting competition - any consultation, communication, or agreement with any other bidder or competitor relating to the price, the intention to submit a bid, or the methods or factors used to calculate the price bid.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- 36. The Firm certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,
  - B. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,
  - C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in item b. of this certification, and
  - D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

Whistleblower Protection

- 37. Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5, provides protections individuals who make specified disclosures relating to Recovery Act funds. Any non-federal employer receiving recovery funds is required to post a notice of the rights and remedies provided under this section of the Act.

Reporting Requirements

38. The firm is notified that this contract may be paid in full or part with American Recovery and Reinvestment Act of 2009 (hereinafter, "ARRA") Funds. The Firm shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the Agency shall require that the contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Firm's own workforce and any subcontractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

Required Contract Provision to Implement ARRA Section 902

39. Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:
- A. Examine any records of the Firm or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
  - B. Interview any officer or employee of the firm or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Authority of the Inspector General Provision

40. Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The Firm is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the Firm, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Availability and Use of Funds

41. The Firm understands and acknowledges that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

Federal, State and Local Tax Obligations

42. The Firm asserts and self-certifies that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Anti-Discrimination and Equal Opportunity

43. Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, ARRA Recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Additional Requirements

The Firm agrees to comply with additional requirements imposed by ARRA regulations upon notification.

In witness of where this contract has been entered into and executed by the parties hereto in triplicate originals.

**COUNTY REPRESENTATIVES**

**CLAY COUNTY**

SIGNED: \_\_\_\_\_

WITNESS: \_\_\_\_\_

TITLE: President, Board of Supervisors

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

WITNESS: \_\_\_\_\_

TITLE: Chancery Clerk

DATE: \_\_\_\_\_

**FIRM REPRESENTATIVE**

**J.E. VANCE & COMPANY, P.A.**

SIGNED: \_\_\_\_\_

WITNESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**OFFICE OF THE STATE AUDITOR**

SIGNED:

WITNESS:

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TITLE: Director, County Audit Section

DATE: \_\_\_\_\_



CERTIFICATIONS SCHEDULE

Audit Service Provider:

(Check blocks, fill in spaces, and sign where appropriate.)

- A. That the proposer is properly licensed for public practice in the State of Mississippi as a certified public accountant. X
- B. 1. That the firm meets the independence requirements of the *Government Auditing Standards*, published by the Government Accountability Office. (The Yellow Book). X
2. That the firm, under any contract requiring approval by the Office of the State Auditor, will not assign audit responsibilities to any staff member who does not meet the CPE requirements of the *Government Auditing Standards*. (The Yellow Book). X
- C. That the firm has had an External Peer Review and will submit a copy of the opinion in the Proposal. X
- D. That the firm does ( ), does not ( X ), have a record of substandard audit work. Disclosure of any positive enforcement action is made below.
- 
- 
- E. That the firm has ( ), has not ( X ), employed or retained any company or person, other than a full-time bona fide employee working solely for the audit service provider, to solicit or secure this contract.
- F. That the firm has ( ), has not ( X ), paid or agreed to pay any company or person, other than a full-time bona fide employee working solely for the audit service provider, any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to letters E and F as requested.
- G. That the firm is ( X ), is not ( ), a small business concern. Generally, a small business concern is a concern that is independently owned and operated, is not dominant in the field of operation in which it is bidding, and, with its affiliates, employs not more than 500, or is certified as a small business concern by the Small Business Administration.

H. That the firm is ( ), is not ( X ), a minority business or women's business enterprise.

I. Type of business (check appropriate box).

( ) Individual ( ) Partnership ( X ) Corporation

Incorporated in the State of Mississippi. (Complete if Corporation)

J. Parent company and employer identification number.

1. Is the firm owned or controlled by a parent company? No

2. If the answer to Number J-1 is Yes, the firm shall insert in the space below the name and main office address of the parent company.

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

3. The firm shall insert in the applicable space below, if it has no parent company, its own employer's tax identification number (E. I. No.), or if it has a parent company, the E. I. No. of its parent company.

Firm's E. I. No. 64-0789840  
Parent Company's E. I. No. \_\_\_\_\_

K. Certificate of independent price determination.

Certifies, in connection with this procurement, the firm represented (and in the case of joint proposal, each party thereto) to the best of its knowledge and belief:

- a. that the prices in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other firm or with any competitor,
- b. that unless otherwise required by law, the prices have not been knowingly disclosed by the firm and will not knowingly be disclosed by the firm prior to award, directly or indirectly, to any other firm or to any competitor; and,
- c. that no attempt has been made or will be made by the firm to induce any other person or firm to submit or not to submit a price proposal for the purpose of restricting competition.

2. Each person giving a price proposal represents with regard to collusive pricing that:

- a he or she is the person in the firm's organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to numbers K-1-a through K-1-c; or
- b he or she is not the person in the firm's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to number K-1-a through K-1-c, and as to their agent does hereby so certify; and,
- c he or she has not participated, and will not participate, in any action contrary to numbers K-1-a through K-1-c.

A proposal will not be considered for award where numbers K-1-a, K-1-c, or K-2 have been deleted or modified. Where number K-1-b has been deleted or modified, the proposal will not be considered for award unless the firm furnished with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the State Auditor or his designee determines that such disclosure was not made for the purpose of restricting competition.

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SIGNATURE

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TITLE

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FIRM

# EXHIBIT K

November 4, 2021

The Honorable Kim Hood  
Clay County Circuit Clerk  
P.O. Box 364  
West Point, MS 39773

Dear Ms. Hood,

The Secretary of State's Office has received and reviewed Clay County's HAVA Grant Application seeking approval of its purchase of new DS 200 Voting Machines to be used in Clay County Elections for a total of \$133,953.00. Finding the intended expenditures to be allowable under the Help America Vote Act, our office approves Clay County's HAVA Application in the amount of \$60,921.50, which constitutes the remaining available HAVA funds allocated to Clay County.

After making the approved expenditures, please submit your receipt(s) and evidence of payment so we may reimburse Clay County for these HAVA expenditures. If you have any questions, do not hesitate to contact me at (601) 359-5137 or [Kyle.Kirkpatrick@sos.ms.gov](mailto:Kyle.Kirkpatrick@sos.ms.gov).

Sincerely,

Kyle Kirkpatrick  
*Assistant Secretary of State, Elections Division*

**2020 HAVA Grant Application Form**

<b>Form A</b>
-------------------

County: CLAY

Person Completing Application: KIM HOOD

Title/Position: CIRCUIT CLERK

Phone Number: 662-494-3384

Fax Number: 662-495-2057

Email: khood@claycounty.ms.gov

IT Contact Name: TREVA HODGE IT Contact Employer: CLAY COUNTY

IT Contact Phone Number: 662-494-3124 Email: thodge@claycounty.ms.gov

**Table A: Total Grant Request**

A	B	C
Grant Area	Details and Proposed Date of Purchase	Proposed Cost
Voting Equipment, purchase	DS 200 Voting Equipment 11/05/2021	\$133,953.00
Voting Equipment, maintenance or upgrade		\$
Enhancement of Election Technology		\$
Post-Election Auditing		\$
Cyber Security		\$
ADA Polling Place Improvements Total		
<b>TOTAL</b>		<b>\$</b>

# EXHIBIT L



Golden Triangle  
Development  
**LINK**  
PO Box 1328  
Columbus, MS 39703

# Invoice

Date	Invoice #
10/31/2021	257679

<b>Bill To</b>
Clay County Board of Supervisors PO Box 815 West Point, MS 39773

Item Code	Description	Amount
Clay County Reimbursement	Jones Walker 1098474 - Project Coco	363.00

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

<b>Total</b>	\$363.00
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# JONES WALKER

Please Remit Payments Only To:  
 201 St. Charles Avenue, 50<sup>th</sup> Floor  
 New Orleans, LA 70170-5100  
 Telephone 504.582.8000  
 Payments Only: [iwar@joneswalker.com](mailto:iwar@joneswalker.com)  
 Billing Inquiries: [creditmanager@joneswalker.com](mailto:creditmanager@joneswalker.com)  
 Fed. I.D. # 72-0445111

September 30, 2021

Golden Triangle Development Link  
 Lowndes County Administrator  
 P.O. Box 1364  
 Columbus, MS 39703

Client: 028755  
 Matter: 14068101  
 Invoice #: 1098474

RE: General Project Advice - Lowndes County

Date	Initials	Description	Hours	Amount
08/02/21	CSP	PREPARE TITLE AFFIDAVIT FOR WESTMORELAND GROUP; FORWARD SAME TO A. RODEBAUGH.	0.40	200.00
08/05/21	CSP	MULTIPLE TELEPHONE CONFERENCES WITH L. TARVER RE QUESTIONS ABOUT ARPA FUNDS AND PROVISION OF SAME BY COUNTIES TO POLITICAL SUBDIVISIONS FOR WATER. WASTEWATER AND STORMWATER IMPROVEMENTS; REVIEW EMAILS SUMMARY FROM SAME AND FORWARD TO J. HIGGINS AND T. HAIRSTON; RELATED CALL WITH L. TARVER RE ELIGIBLE PROJECT REQUIREMENTS.	0.90	450.00
08/05/21	LVT	Researching if public entities like Mississippi Counties (who cant own water/sewer systems) can transfer ARPA money to political subdivisions for water and sewage improvements and if so, what are the stipulations on type of water/sewer improvements	1.50	450.00
08/09/21	BKP	Review title report update and prepare a new version of the Commitment.	0.40	96.00
08/09/21	ACT	REVIEW AND RESPOND TO EMAILS FROM C. PACE RE STATUS OF COMMITMENT; REVIEW PRIOR COMMITMENT; REVIEW AND RESPOND QUESTIONS REGARDING LENDER'S POLICY; REVIEW K. PAYNE'S DRAFT OF COMMITMENT; EMAIL TO C. PACE RE SURVEY; REVIEW K. PAYNE'S QUESTIONS REGARDING COMMITMENT	1.40	553.00
08/11/21	BKP	Compare legal description on survey to the plat of survey; prepare Title Commitment.	0.80	192.00

Lowndes CO  
 ARPA

Fed Ex

Fed Ex

Fed Ex  
 Fed Ex  
 Fed Ex

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
08/11/21	ACT	WORK ON ISSUES RELATED TO THE WESTMORELAND COMMITMENT	1.50	592.50
08/18/21	CSP	FORWARD FINAL FILOT AGREEMENT FOR ORIGIS SOLAR PROJECTS TO T. HUDSON AND M. FISAKERLY FOR EXECUTION BY T. HAIRSTON AND THE TAX ASSESSOR; RELATED CORRESPONDENCE WITH ORIGIS COUNSEL RE STATUS OF SAME.	0.30	150.00
08/20/21	CSP	FOLLOW-UP WITH M. FISACKERLY RE STATUS OF SIGNATURES TO ORIGIS FILOT AGREEMENTS; RECEIVE AND REVIEW EXECUTED SIGNATURE PAGES; COMPILER SAME WITH AGREEMENT AND FORWARD TO W. MONTJOY.	0.30	150.00
08/23/21	ACT	WORK ON ISSUES RELATED TO COMMITMENT AND SURVEY	1.50	592.50
08/24/21	BKP	Review Survey and provide comments to A. Taylor.	0.90	216.00
08/24/21	ACT	WORK ON REIVEW OF SURVEY; DISCUSS SAME W/ K. PAYNE; REVIEW LOCATION OF EASEMENTS	1.50	592.50
08/24/21	CSP	PROJECT LETTUCE: REVIEW UPDATED SURVEY FOR PROJECT LETTUCE SITE RECEIVED FROM A. RODEBAUGH; COMPARE SURVEYED TRACT TO PSA DESCRIPTION AND DRAFT DEED; RELATED CORRESPONDENCE WITH A. TAYLOR, J. HIGGINS, M. FISAKERLY AND J. BRADY TO CONFIRM ACCURACY OF FINAL DESCRIBED PARCEL TO BE CONVEYED.	0.40	200.00
08/26/21	ACT	PREPARE COMMENTS TO SURVEY AND PROVIDE TO LENDER'S COUNSEL	0.30	118.50
08/27/21	MTD	Review and analyze survey; conference with A. Taylor regarding survey and easements.	0.20	79.00
08/27/21	ACT	WORK ON REVIEW OF SURVEY; DISCUSS SAME W/ M. DAVIS IN TERMS OF APPURTENANT EASEMENTS; DISCUSS SAME W/ K. PAYNE	1.50	592.50
08/27/21	BKP	Discuss the easements as shown on the Survey with A. Taylor.	0.10	24.00
08/30/21	ZWB	Draft resolutions re: Project Coco <b>CLAY CO</b>	1.10	363.00
08/31/21	BKP	Review updated Survey and provide comments to A. Taylor; prepare title closing documents; revise Title Commitment.	2.90	696.00
08/31/21	CSP	Telephone conferences with M. Fiskackerly and J. Higgins re closing of parcel sale to Westco STF, LLC for Project Lettuce and earlier LCIDA Board approvals re same; Prepare draft resolution of LCIDA board re-approving and ratifying PSA with Westco STF, LLC for Project Lettuce; multiple phone call s and emails with A. Taylor re same.	1.10	550.00

<i>Date</i>	<i>Initials</i>	<i>Description</i>	<i>Hours</i>	<i>Amount</i>
08/31/21	ACT	WORK ON REVIEW OF SURVEY; DISCUSS SAME W/ C. PACE; PREPARE EMAIL TO C. PACE AND K. PAYNE SETTING FORTH QUESTIONS; WORK ON REVIEW OF DOCUMENTS	2.00	790.00

**Total Fees:****\$7,647.50****Timekeeper Summary**

<i>Initials</i>	<i>Timekeeper</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
BKP	B. K. Payne	5.10	\$240.00	\$1,224.00
ZWB	Zachary W. Branson	1.10	\$330.00	\$363.00
MTD	Mark T. Davis	0.20	\$395.00	\$79.00
CSP	Christopher S. Pace	3.40	\$500.00	\$1,700.00
LVT	Lauren V. Tarver	1.50	\$300.00	\$450.00
ACT	Ann C. Taylor	9.70	\$395.00	\$3,831.50
<b>Totals</b>		<b>21.00</b>		<b>\$7,647.50</b>

**TOTAL AMOUNT DUE THIS INVOICE****\$7,647.50**



Golden Triangle  
Development  
**LINK**  
PO Box 1328  
Columbus, MS 39703

# Invoice

Date	Invoice #
10/31/2021	257683

<b>Bill To</b>
Clay County Board of Supervisors PO Box 815 West Point, MS 39773

Item Code	Description	Amount
Clay County Reimbursement	Jones Walker 1098473 (1/3)	133.33
<p>Dues and Trust fees to Golden Triangle Development Link may be deductible as a necessary business expense for income tax purposes. However, the portion of your dues and Trust fees used to fund lobbying activities is not deductible. For the year, that portion is 10%. The Link's dues and Trust fees are not deductible as charitable contribution.</p>		

<b>Total</b>	\$133.33
--------------	----------



Please Remit Payments Only To:  
 201 St. Charles Avenue, 50<sup>th</sup> Floor  
 New Orleans, LA 70170-5100  
 Telephone 504.582.8000  
 Payments Only: [jwar@joneswalker.com](mailto:jwar@joneswalker.com)  
 Billing Inquiries: [creditmanager@joneswalker.com](mailto:creditmanager@joneswalker.com)  
 Fed. I.D. # 72-0445111

September 30, 2021

Golden Triangle Development Link  
 Via Email: [Mwilson@gtlink.Org](mailto:Mwilson@gtlink.Org)

Client: 028755  
 Matter: 14068100  
 Invoice #: 1098473

RE: General Project Advice

*Al (3)*

REMITTANCE PAGE

Date	Invoice Number	Fees	Other Charges	Other Adjustments	Payments	Balance Due
<b>Current Invoice:</b>						
09/30/21	1098473	\$400.00	\$0.00		\$0.00	\$400.00
<b>Grand Total Due – This Matter</b>						<b>\$400.00</b>

*400 ÷ 3 =  
 \$133.33  
 \$133.33  
 \$133.34*

Code 636/612/652  
 Approval \_\_\_\_\_  
 Approval \_\_\_\_\_

Please return this page with payment or include our invoice number(s) in the wire or ACH text.  
 Due and payable upon receipt. Please contact Christopher Pace if you have any questions.

Bank: Iberia Bank  
 ABA Routing No.: 265270413  
 Swift Code: IBEAUS44

Credit: Jones Walker LLP  
 Account No.: 20000247731

# JONES WALKER

Please Remit Payments Only To:  
 201 St. Charles Avenue, 50<sup>th</sup> Floor  
 New Orleans, LA 70170-5100  
 Telephone 504.582.8000  
 Payments Only: [jwar@joneswalker.com](mailto:jwar@joneswalker.com)  
 Billing Inquiries: [creditmanager@joneswalker.com](mailto:creditmanager@joneswalker.com)  
 Fed. I.D. # 72-0445111

September 30, 2021

Golden Triangle Development Link  
 Via Email: [Mwilson@gtlink.Org](mailto:Mwilson@gtlink.Org)

Client: 028755  
 Matter: 14068100  
 Invoice #: 1098473

RE: General Project Advice

Date	Initials	Description	Hours	Amount
08/02/21	CSP	TELEPHONE CONFERENCE WITH J. HIGGINS RE 2022 LEGISLATIVE AGENDA PREPARATIONS FOR MFLEX REDUX, POSSIBLE DEFENSIVE STRATEGIES TO AVOID AMENDMENTS TO PILOT STATUTE AND RELATED MATTERS.	0.40	200.00
08/18/21	CSP	TELEPHONE CONFERENCE WITH J. HIGGINS RE D. CUNEO PROJECT AND LINK'S POSITION RE SAME.	0.40	200.00
			<b>Total Fees:</b>	<b>\$400.00</b>

**Timekeeper Summary**

Initials	Timekeeper	Hours	Rate	Amount
CSP	Christopher S. Pace	0.80	\$500.00	\$400.00
		<b>Totals</b>	<b>0.80</b>	<b>\$400.00</b>

**TOTAL AMOUNT DUE THIS INVOICE** **\$400.00**



Golden Triangle  
Development  
**LINK**  
PO Box 1328  
Columbus, MS 39703

# Invoice

Date	Invoice #
10/31/2021	257681

<b>Bill To</b>
Clay County Board of Supervisors PO Box 815 West Point, MS 39773

Item Code	Description	Amount
Clay County Reimbursement	Jones Walker 1098475, 1102297	5,598.00

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

<b>Total</b>	\$5,598.00
--------------	------------



Please Remit Payments Only To:  
201 St. Charles Avenue, 50<sup>th</sup> Floor  
New Orleans, LA 70170-5100  
Telephone 504.582.8000

Payments Only: [iwar@joneswalker.com](mailto:iwar@joneswalker.com)

Billing Inquiries: [creditmanager@joneswalker.com](mailto:creditmanager@joneswalker.com)

Fed. I.D. # 72-0445111

October 29, 2021

Golden Triangle Development Link  
Via Email: [Mwilson@gtrlink.Org](mailto:Mwilson@gtrlink.Org)

Client: 028755  
Matter: 14068102  
Invoice #: 1102297

RE: General Project Advice - Clay County

REMITTANCE PAGE

<i>Date</i>	<i>Invoice Number</i>	<i>Fees</i>	<i>Other Charges</i>	<i>Other Adjustments</i>	<i>Payments</i>	<i>Balance Due</i>
09/30/21	1098475	1,969.00	0.00	0.00	0.00	1,969.00
<b>Previous Balance Due:</b>		<b>\$1,969.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,969.00</b>
<b>Current Invoice:</b>						
10/29/21	1102297	\$3,629.00	\$0.00		\$0.00	\$3,629.00
<b>Grand Total Due – This Matter</b>						<b>\$5,598.00</b>

Code 612  
Approval \_\_\_\_\_  
Approval \_\_\_\_\_

Please return this page with payment or include our invoice number(s) in the wire or ACH text.  
Due and payable upon receipt. Please contact Christopher Pace if you have any questions.

Bank: Iberia Bank  
ABA Routing No.: 265270413  
Swift Code: IBEAUS44

Credit: Jones Walker LLP  
Account No.: 20000247731





Please Remit Payments Only To:  
201 St. Charles Avenue, 50<sup>th</sup> Floor  
New Orleans, LA 70170-5100  
Telephone 504.582.8000  
Payments Only: [jwar@joneswalker.com](mailto:jwar@joneswalker.com)  
Billing Inquiries: [creditmanager@joneswalker.com](mailto:creditmanager@joneswalker.com)  
Fed. I.D. # 72-0445111

October 29, 2021

Golden Triangle Development Link  
Via Email: [Mwilson@gtrlink.Org](mailto:Mwilson@gtrlink.Org)

Client: 028755  
Matter: 14068102  
Invoice #: 1102297

RE: General Project Advice - Clay County

Date	Initials	Description	Hours	Amount
09/01/21	CSP	Edit and revise rail loan for MDA loan to fund new crossties to replace defective crossties installed when Yokohama-related rail spur was constructed; related telephone conference with same.	0.60	300.00 ✓
09/02/21	CSP	Telephone conference with A. Berry re draft Rail Loan Notice of Intent and publication of same in the local paper 4 consecutive times; revise and finalize notice and resend same to A. Berry; telephone conference with W. Bane with the newspaper to request immediate initial publication; send notice to same via email with proposed publication schedule; related correspondence with A. Berry re same; review, edit and revise county and city resolutions of intent to grant tax exemptions for Project Coco; forward same to B. Young, the respective city and county board clerks and attorneys for review and comment; review comments to same received from city's attorney; edit and revise both resolutions per input from same and recirculate revised drafts.	2.80	1,400.00 ✓
09/02/21	ZWB	LINK/Clay - draft resolution of intent for Project Coco	1.30	429.00 ✓
09/07/21	CSP	Participate in zoom meeting with new interim MDA director, her team at MDA and LINK team re status of incentives proposals for Project Coco and Rail Loan for defective crossties at Yokohama rail spur; receive and review execute county board resolution if intent to grant ad valorem tax abatement for Project Coco; forward same to B. Young.	0.30	150.00 ✓
09/17/21	CSP	Call with B. Calvert re Rail Loan submission for Clay County; review publication of notice for same to determine hearing date.	0.30	150.00 ✓

<i>Date</i>	<i>Initials</i>	<i>Description</i>	<i>Hours</i>	<i>Amount</i>	
09/24/21	CSP	Correspondence with J. Higgins re considerations that City of West Point and Clay County should take into account when considering incentives policies for medical marijuana cultivation and processing facilities.	0.20	100.00	✓
09/25/21	CSP	multiple emails with J. Higgins re medical marijuana production facility project and implications of proposed new bill legalizing the same.	0.30	150.00	✓
09/27/21	CSP	Telephone conference with J. Higgins Yokohama Rail project and status of medical marijuana bill (special session) on West Point project for a grow facility; request, receive and review bill summary re same.	0.80	400.00	✓
09/29/21	CSP	Telephone conference with J. Higgins re Yokohama rail project and MDA grant and loan for same; review Yokohama MOU re state and local grant obligations for subsequent expansion; prepare email to J. Higgins summarizing the same.	1.10	550.00	✓

**Total Fees:****\$3,629.00****Timekeeper Summary**

<i>Initials</i>	<i>Timekeeper</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
ZWB	Zachary W. Branson	1.30	\$330.00	\$429.00
CSP	Christopher S. Pace	6.40	\$500.00	\$3,200.00
<b>Totals</b>		<b>7.70</b>		<b>\$3,629.00</b>

**TOTAL AMOUNT DUE THIS INVOICE****\$3,629.00**



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 201 St. Charles Avenue, 50<sup>th</sup> Floor  
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 Telephone 504.582.8000  
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 Billing Inquiries: [creditmanager@joneswalker.com](mailto:creditmanager@joneswalker.com)  
 Fed. I.D. # 72-0445111

September 30, 2021

Golden Triangle Development Link  
 Via Email: [Mwilson@gtrlink.Org](mailto:Mwilson@gtrlink.Org)

Client: 028755  
 Matter: 14068102  
 Invoice #: 1098475

RE: General Project Advice - Clay County

<i>Date</i>	<i>Initials</i>	<i>Description</i>	<i>Hours</i>	<i>Amount</i>	
08/18/21	CSP	TELEPHONE CONFERENCE WITH LINK TEAM RE ROI FOR PROJECT COCO IN CLAY COUNTY; RELATED TELEPHONE CONFERENCE WITH Z. BRANSON RE PREPARATION OF SAME; REVIEW COMPANY WEBSITE IN PREPARATION OF PROPOSED RESOLUTION OF INTENT <i>Clay</i>	0.30	150.00	✓
08/20/21	CSP	TELEPHONE CONFERENCE WITH J. HIGGINS RE RAIL CROSS TIE ISSUE AND MDA GRANT AND GRANT/LOAN FUNDS AVAILABLE FOR SAME; RESPOND TO CALL FROM B. CORK RE SAME; MULTIPLE EMAILS WITH J. HIGGINS RE LITIGATION RE SAME MATTER; TELEPHONE CONFERENCE WITH Z. BRANSON RE PREPARATION OF NOTICE OF INTENT TO BORROW RAIL LOAN FROM MDA. <i>Clay</i>	0.80	400.00	✓
08/20/21	ZWB	Research regarding rail loan program requirements; draft roi regarding the same	1.10	363.00	✓
08/23/21	ZWB	Research rail loan program requirements; draft ROI for rail loan; correspondence regarding the same with C. Pace.	3.20	1,056.00	✓
<b>Total Fees:</b>				<b>\$1,969.00</b>	

**Timekeeper Summary**

<i>Initials</i>	<i>Timekeeper</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
ZWB	Zachary W. Branson	4.30	\$330.00	\$1,419.00
CSP	Christopher S. Pace	1.10	\$500.00	\$550.00

**Timekeeper Summary**

<u>Initials</u>	<u>Timekeeper</u>		<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		<b>Totals</b>	<b>5.40</b>		<b>\$1,969.00</b>

**TOTAL AMOUNT DUE THIS INVOICE**

**\$1,969.00**

# EXHIBIT M

PURCHASE ORDER  
CLAY COUNTY  
WEST POINT, MS  
662-494-3124

Requisition #: 26868

OPEN

PO #: 47389  
Date: 5/14/2021

Vendor #: 5703

Bill to:

CLAY COUNTY SHERIFF'S DEPT  
348 W BROAD ST  
PO BOX 142  
WEST POINT MS 39773-0000

MID-SOUTH UNIFORMS

1825 TERRY RD.  
JACKSON MS 39204-0000

Ship to:

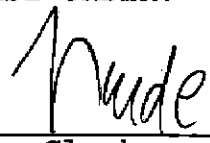
CLAY COUNTY SHERIFF'S DEPT  
348 W BROAD ST  
PO BOX 142  
WEST POINT MS 39773-0000

Bid Date:

Contract Date:

QUANTITY	DESCRIPTION		PRICE	TOTAL
24.00	VALSETZ COYOTE BOOTS	001- -	105.77	2538.48
24.00	JUSTIN BLACK BOOTS	001- -	142.00	3408.00
	APPROVED BY BOARD	001- -		

TOTAL AMOUNT OF PURCHASE ORDER: 5946.48

  
\_\_\_\_\_  
Purchase Clerk

ORIGINAL DATE OF PRINT: 5/19/2021 9:37:04

Requisition #: 26868

PURCHASE ORDER  
CLAY COUNTY  
WEST POINT, MS  
662-494-3124

OPEN

PO #: 47389  
Date: 5/14/2021

Vendor #: 5703

Bill to:  
CLAY COUNTY SHERIFF'S DEPT  
348 W BROAD ST  
PO BOX 142  
WEST POINT MS 39773-0000

MID-SOUTH UNIFORMS

1825 TERRY RD.  
JACKSON MS 39204-0000

Ship to:  
CLAY COUNTY SHERIFF'S DEPT  
348 W BROAD ST  
PO BOX 142  
WEST POINT MS 39773-0000

Bid Date:

Contract Date:

QUANTITY	DESCRIPTION		PRICE	TOTAL
24.00	VALSETZ COYOTE BOOTS	001- -	105.77	2538.48
24.00	JUSTIN BLACK BOOTS	001- -	142.00	3408.00
	APPROVED BY BOARD	001- -		

TOTAL AMOUNT OF PURCHASE ORDER: 5946.48

*Nunde*  
\_\_\_\_\_  
Purchase Clerk

ORIGINAL DATE OF PRINT: 5/19/2021 9:37:04

**PURCHASE REQUISITION**

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

Requisition No 02686

Related Purchase Order No. 47389

CCSO  
 County Department or Office

5-14-21  
 Date

Budget to be Charged:

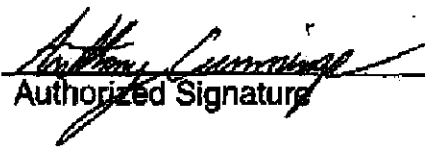
\_\_\_\_\_  
 Date Needed

Sheriff  
\* JAG Grant \*  
Board Approved

Delivery to: \_\_\_\_\_

Mid South Uniform & Supply

Quantity Requested	Description of Items Requested	(For Purchase Clerk's Use Only)
24	Valsetz Coyote - Boot @ \$105.77 each	
24	Justin - Black - Boot @ \$142.00 each	
	Total \$ 5946.48	

Approved:   
 Authorized Signature



MID SOUTH UNIFORM & SUPPLY, INC.  
1825 UNIVERSITY BLVD  
JACKSON, MS 39204  
(601)373-3613 (800)325-3958

06/05/20

BOOTS W/O ZIPPER  
CLAY COUNTY SHERIFF'S DEPT.  
330 W BROAD STREET  
P O BOX 142  
WEST POINT MS 39773

662-494-2896

Dear Sirs:

Please accept this correspondence as our quote on the following:

QUOTE #33236

ITEM #	DESCRIPTION	QTY.	UNIT PRICE	EXTENSION
1 3021034-200	UA VALSETZ RTS 1.5 BOOT-COYOTE	24	105.77	2,538.48
	Comment: BLACK OR COYOTE			
2 3040	BOOT - JUSTIN - BLACK	24	142.00	3,408.00

Total of lines with quantities only: 48 5,946.48

Thank you for allowing us this opportunity to serve you.  
This quote is valid for up to 30 days.

Sincerely,

  
Terry Dahlem  
Vice President Sales

MID SOUTH  
UNIFORM & SUPPLY, INC

MID SOUTH UNIFORM & SUPPLY, INC.

1825 UNIVERSITY BLVD

JACKSON, MS 39204

(601)373-3613 (800)325-3958

\*\*\*\*\*  
\*  
\* INVOICE #620569 \*  
\*  
\*\*\*\*\*

Bill to:  
CLAY COUNTY SHERIFF'S DEPT.  
330 W BROAD STREET  
P O BOX 142  
WEST POINT, MS 39773

Page 1

Ship to:  
CLAY COUNTY SHERIFF'S DEPT.  
330 W BROAD STREET  
WEST POINT ,MS 39773

Account #	Date	O/E #	S/L #	SN	Shipped Via	Terms	Purchase Order#
1493	08/26/21	524365	80440	15		NET 30	47389

QUANTITY	ITEM #	DIM	SIZE	DESCRIPTION	PRICE	EXTENSION
✓ 1	3040	D	10	BOOT - JUSTIN - BLACK RE:SHEIFF EDDIE SCOTT	142.00	142.00
1	3040	E	12	BOOT - JUSTIN - BLACK RE:RAM	142.00	142.00
✓ 1	3040	C	11.5	BOOT - JUSTIN - BLACK RE:BELL	142.00	142.00
✓ 1	3040	D	10	BOOT - JUSTIN - BLACK RE:TERRY	142.00	142.00
✓ 1	3040	S	10	BOOT - JUSTIN - BLACK RE:STEPHEN	142.00	142.00
1	3040	D	10	BOOT - JUSTIN - BLACK RE:DUBOIS	142.00	142.00
✓ 1	3040	D	9.5	BOOT - JUSTIN - BLACK RE:PEE	142.00	142.00
1	3040	E	11.5	BOOT - JUSTIN - BLACK RE:ANTHONY	142.00	142.00

\*\*\* CONTINUED ON NEXT PAGE \*\*\*

MID SOUTH  
UNIFORM & SUPPLY, INC

MID SOUTH UNIFORM & SUPPLY, INC.

1825 UNIVERSITY BLVD

JACKSON, MS 39204

(601)373-3613 (800)325-3958

\*\*\*\*\*  
\* INVOICE #620569 \*  
\*\*\*\*\*

Bill to:  
CLAY COUNTY SHERIFF'S DEPT.  
330 W BROAD STREET  
P O BOX 142  
WEST POINT, MS 39773

Page 2

Ship to:  
CLAY COUNTY SHERIFF'S DEPT.  
330 W BROAD STREET  
WEST POINT ,MS 39773

Account #	Date	D/E #	G/L #	SN	Shipped Via	Terms	Purchase Order#
1493	08/26/21	524365	80440	15		NET 30	47389

QUANTITY	ITEM #	DIN	SIZE	DESCRIPTION	PRICE	EXTENSION
1	3040	E	10	BOOT - JUSTIN - BLACK RE:KYLE	142.00	142.00
1	3040	E	13	BOOT - JUSTIN - BLACK RE:EVERETT	142.00	142.00
✓ 1	3040	D	11.5	BOOT - JUSTIN - BLACK RE:SHAWN	142.00	142.00
✓ 1	3040	D	12	BOOT - JUSTIN - BLACK RE:CARTER	142.00	142.00
1	3040	E	8.5	BOOT - JUSTIN - BLACK RE:FRANK	142.00	142.00
1	3040	E	8.5	BOOT - JUSTIN - BLACK RE:CASSANDRA	142.00	142.00
1	3040	E	12	BOOT - JUSTIN - BLACK RE:PREWITT	142.00	142.00
✓ 1	3040	D	10.5	BOOT - JUSTIN - BLACK RE:WESTBROOK	142.00	142.00

\*\*\* CONTINUED ON NEXT PAGE \*\*\*

MID SOUTH  
UNIFORM & SUPPLY, INC

MID SOUTH UNIFORM & SUPPLY, INC.

1825 UNIVERSITY BLVD

JACKSON, MS 39204

(601)373-3613 (800)325-3958

\*\*\*\*\*  
\*  
\* INVOICE #620569 \*  
\*  
\*\*\*\*\*

Bill to:  
CLAY COUNTY SHERIFF'S DEPT.  
330 W BROAD STREET  
P O BOX 142  
WEST POINT, MS 39773

Page 3

Ship to:  
CLAY COUNTY SHERIFF'S DEPT.  
330 W BROAD STREET

WEST POINT ,MS 39773

Account #	Date	O/E #	G/L #	SN	Shipped Via	Terms	Purchase Order#
1493	08/26/21	524365	80440	15		NET 30	47389

QUANTITY	ITEM #	DIM	SIZE	DESCRIPTION	PRICE	EXTENSION
✓ 1	3040	D	13	BOOT - JUSTIN - BLACK RE:COE	142.00	142.00
✓ 1	3040	D	13	BOOT - JUSTIN - BLACK RE:MOSS	142.00	142.00
✓ 1	3040	D	13	BOOT - JUSTIN - BLACK RE:BISHOP	142.00	142.00
✓ 1	3040	D	10	BOOT - JUSTIN - BLACK RE:STAFFORD	142.00	142.00
1	3040	E	13	BOOT - JUSTIN - BLACK RE:HOUSE	142.00	142.00
1	3021034-200	R	10	UA VALSETZ RTS 1.5 BOOT-COYOTE RE:SHERIFF EDDIE SCOTT	105.77	105.77
✓ 1	3021034-200	R	12	UA VALSETZ RTS 1.5 BOOT-COYOTE RE:RAM	105.77	105.77
✓ 1	3021034-200	R	11.5	UA VALSETZ RTS 1.5 BOOT-COYOTE RE:BELL	105.77	105.77

\*\*\* CONTINUED ON NEXT PAGE \*\*\*

MID SOUTH  
UNIFORM & SUPPLY, INC

MID SOUTH UNIFORM & SUPPLY, INC.  
1825 UNIVERSITY BLVD  
JACKSON, MS 39204  
(601)373-3613 (800)325-3958

\*\*\*\*\*  
\*  
\* INVOICE #620569 \*  
\*  
\*\*\*\*\*

Bill to:  
CLAY COUNTY SHERIFF'S DEPT.  
330 W BROAD STREET  
P O BOX 142  
WEST POINT, MS 39773

Page 4

Ship to:  
CLAY COUNTY SHERIFF'S DEPT.  
330 W BROAD STREET  
WEST POINT ,MS 39773

Account #	Date	U/E #	G/L #	SN	Shipped Via	Terms	Purchase Order#
1493	08/26/21	524365	80440	15		NET 30	47389

QUANTITY	ITEM #	DIM	SIZE	DESCRIPTION	PRICE	EXTENSION
1	3021034-200	R	10	UA VALSETZ RTS 1.5 BOOT-COYOTE RE:TERRY	105.77	105.77
✓ 1	3021034-200	R	10	UA VALSETZ RTS 1.5 BOOT-COYOTE RE:STEPHEN	105.77	105.77
1	3021034-200	R	10	UA VALSETZ RTS 1.5 BOOT-COYOTE RE:DUBOIS	105.77	105.77
✓ 1	3021034-200	R	9.5	UA VALSETZ RTS 1.5 BOOT-COYOTE RE:PEE	105.77	105.77
✓ 1	3021034-200	R	11.5	UA VALSETZ RTS 1.5 BOOT-COYOTE RE:ANTHONY	105.77	105.77
1	3021034-200	R	10	UA VALSETZ RTS 1.5 BOOT-COYOTE RE:KYLE	105.77	105.77
✓ 1	3021034-200	R	13	UA VALSETZ RTS 1.5 BOOT-COYOTE RE:EVERETT	105.77	105.77
✓ 1	3021034-200	R	11.5	UA VALSETZ RTS 1.5 BOOT-COYOTE RE:SHAWN	105.77	105.77

\*\*\* CONTINUED ON NEXT PAGE \*\*\*

MID SOUTH  
UNIFORM & SUPPLY, INC

MID SOUTH UNIFORM & SUPPLY, INC.  
1825 UNIVERSITY BLVD  
JACKSON, MS 39204  
(601)373-3613 (800)325-3958

\*\*\*\*\*  
\* INVOICE #620569 \*  
\*\*\*\*\*

Bill to:  
CLAY COUNTY SHERIFF'S DEPT.  
330 W BROAD STREET  
P O BOX 142  
WEST POINT, MS 39773

Page 5

Ship to:  
CLAY COUNTY SHERIFF'S DEPT.  
330 W BROAD STREET  
WEST POINT ,MS 39773

Account #	Date	O/E #	B/L #	SN	Shipped Via	Terms	Purchase Order#
1493	08/26/21	524365	80440	15		NET 30	47389

QUANTITY	ITEM #	DIM	SIZE	DESCRIPTION	PRICE	EXTENSION
✓ 1	3021034-200	R	12	UA VALSETZ RTS 1.5 BOOT-COYOTE RE:CARTER	105.77	105.77
1	3021034-200	R	8.5	UA VALSETZ RTS 1.5 BOOT-COYOTE RE:FRANK	105.77	105.77
1	3021034-200	R	8.5	UA VALSETZ RTS 1.5 BOOT-COYOTE RE:CASSANDRA	105.77	105.77
✓ 1	3021034-200	R	12	UA VALSETZ RTS 1.5 BOOT-COYOTE RE:PRENITT	105.77	105.77
✓ 1	3021034-200	R	10.5	UA VALSETZ RTS 1.5 BOOT-COYOTE RE:WESTBROOK	105.77	105.77
1	3021034-200	R	13	UA VALSETZ RTS 1.5 BOOT-COYOTE RE:COE	105.77	105.77
✓ 1	3021034-200	R	13	UA VALSETZ RTS 1.5 BOOT-COYOTE RE:BISHOP	105.77	105.77
1	3021034-200	R	10	UA VALSETZ RTS 1.5 BOOT-COYOTE RE:STAFFORD	105.77	105.77

\*\*\* CONTINUED ON NEXT PAGE \*\*\*

MID SOUTH  
UNIFORM & SUPPLY, INC

MID SOUTH UNIFORM & SUPPLY, INC.  
1825 UNIVERSITY BLVD  
JACKSON, MS 39204  
(601)373-3613 (800)325-3958

\*\*\*\*\*  
\* INVOICE #620569 \*  
\*\*\*\*\*

Bill to:  
CLAY COUNTY SHERIFF'S DEPT.  
330 W BROAD STREET  
P O BOX 142  
WEST POINT, MS 39773

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Ship to:  
CLAY COUNTY SHERIFF'S DEPT.  
330 W BROAD STREET  
WEST POINT ,MS 39773

Account #	Date	O/E #	G/L #	SN	Shipped Via	Terms	Purchase Order#
1493	08/26/21	524365	80440	15		NET 30	47389

QUANTITY	ITEM #	DIM	SIZE	DESCRIPTION	PRICE	EXTENSION
✓ 1	3021034-200	R	13	UA VALSETZ RTS 1.5 BOOT-COYOTE RE:HOUSE	105.77	105.77
1	T#	R	EA	173504130351197987 RE:HOUSE	0.00	0.00
1	T#	R	EA	173504130351565463 RE:HOUSE	0.00	0.00

Freight: 0.00  
Sales tax: (.08 /001) 0.00

TOTAL: 5,097.40

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