

*Minutes of
Clay County Board of Supervisors
Regular Meeting
Thursday, December 9, 2021 at 9:00 a.m.*

BE IT REMEMBERED a regular meeting of the Clay County Board of Supervisors was held at the Clay County Courthouse, West Point, Mississippi, on Thursday, December 9, 2021 at 9:00 a.m.

PRESENT:

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

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

County Residents

The following proceedings were had:

CALL TO ORDER/INVOCATION

The meeting was called to order by Sheriff Eddie Scott. The welcome was given by Supervisor Deanes with the invocation given by the Supervisor, R. B. Davis.

ADOPTION OF AGENDA

Supervisor Davis 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.

AMENDMENTS TO BE ADDED TO THE AGENDA:
NO AMENDMENTS WERE ADDED TO THE AGENDA

A PUBLIC HEARING WAS HELD ON THE MATTER OF THE COUNTY ISSUING \$4.0 MILLION DOLLARS IN GENERAL OBLIGATION BONDS FOR ROAD AND BRIDGE CONSTRUCTION AND MAINTENANCE. THE CLERK PROVIDED THE PROOF OF PUBLICATION TO SHOW NOTICE WAS PROPERLY GIVEN TO THE PUBLIC. TROY JOHNSTON WITH BUTLER SNOW, PLLC FACILITATED THE HEARING EXPLAINING THE REPAYMENT OF THE BONDS WOULD BE PLEDGED WITH A PORTION OF THE COUNTY'S USE TAX MONIES RECEIVED FROM THE STATE OF MS FROM INTERNET SALES. MR. JOHNSTON FURTHER EXPLAINED THE AMOUNT OF THE DEBT SERVICE PAYMENT TO BE PAID EACH YEAR WOULD BE DIVIDED FIVE (5) WAYS EVENLY FROM THE DISTRICTS USE TAX FUNDS. BOND FUNDS COULD BE SPENT ON ANY KIND OF ROAD AND BRIDGE CONSTRUCTION AND MAINTENANCE NEEDED IN THE DISTRICTS. NO COMMENTS, CONCERNS, OR OBJECTIONS TO THE ISSUANCE OF THE BONDS WERE OFFERED FROM THE PUBLIC.

AUTHORIZE AND APPROVE FOR THE PUBLIC HEARING ON THE ISSUANCE OF THE \$4.0 MILLION GENERAL OBLIGATION BONDS FOR ROAD AND BRIDGE CONSTRUCTION AND MAINTENANCE BE CLOSED

Supervisor Horton moved to authorize and approve the public hearing on the issuance of the \$4.0 million General Obligation Bonds for Road and Bridge Construction and Maintenance be closed.

The motion was seconded by Supervisor Davis.

AUTHORIZE AND APPROVE OF THE PRESIDENT TO EXECUTE THE NO PROTEST RESOLUTION OF INTENT TO ISSUE \$4.0 MILLION DOLLAR GENERAL OBLIGATION BONDS FOR ROAD AND BRIDGE CONSTRUCTION AND MAINTENANCE

Supervisor Horton moved to authorize and approve the President to execute the No Protest Resolution of Intent to issue \$4.0 Million Dollar General Obligation Bonds for Road and Bridge Construction and Maintenance.

The motion was seconded by Supervisor Davis.

(Exhibit "B")

AUTHORIZE AND APPROVE TO NOTICE THE PUBLIC OF HEARING TO BE HELD THURSDAY, JANUARY 6, 2022 FOR THE REDISTRICTING OF SUPERVISOR LINES

Supervisor Horton moved to authorize and approve to notice the public of hearing to be held Thursday, January 6, 2022, for the redistricting of Supervisor lines.

The motion was seconded by Supervisor Davis.

(Exhibit "C")

AUTHORIZE AND APPROVE THE MISSISSIPPI STATE -LOCAL GOVERNMENT OPIOD LITIGATION MEMORANDUM OF UNDERSTANDING AS RECEIVED FROM THE MS ATTORNEY GENERAL'S OFFICE

Supervisor Davis moved to authorize and approve the Mississippi State-Local Government Opioid Litigation Memorandum of Understanding as received from the MS Attorney General's Office.

The motion was seconded by Supervisor Horton.

(Exhibit "D")

AUTHORIZE AND APPROVE OF THE MONTHLY DEPARTMENTAL REPORTS AS PRESENTED IN PERSON AND SUBMITTED IN WRITING

Supervisor Horton moved to authorize and approve of the monthly departmental reports as presented in person and submitted in writing.

The motion was seconded by Supervisor Davis.

(Exhibit "E")

AUTHORIZE AND APPROVE OF THE EMA DIRECTOR TO SUBMIT AN EXTENSION REQUEST ON THE E911 GRANT FUNDING DUE TO EQUIPMENT NOT BEING RECEIVED

Supervisor Horton moved to authorize and approve of the EMA Director to submit an extension request on the E911 Grant funding a portion of the purchase of the E911 Equipment upgrades pending not all of the equipment is received by the grant deadline of December 31, 2021.

The motion was seconded by Supervisor Davis.

(Exhibit "F")

AUTHORIZE AND APPROVE TO RENEW THE EMERGENCY DECLARATIONS AND PROCLAMATIONS THAT EXIST

Supervisor Horton moved to authorize and approve to renew the Emergency Declaration and proclamations that are still outstanding.

The motion was seconded by Supervisor Chandler.

(Exhibit "G")

AUTHORIZE AND APPROVE TO DESIGNATE EMA COORDINATOR, TORREY WILLIAMS, AS THE DESIGNATED APPLICANT AGENT FOR WINTER STORM DR4598-EMA

Supervisor Horton moved to authorize and approve to designate EMA Coordinator, Torrey Williams, as the Designated Applicant Agent for Winter Storm DR4598-EMA.

The motion was seconded by Supervisor Chandler.

(Exhibit "H")

AUTHORIZE AND APPROVE THE CLERK TO EXECUTE THE STATE-LOCAL DISASTER ASSISTANCE AGREEMENT FOR WINTER STORM DR4598 ON BEHALF OF THIS BOARD

Supervisor Horton moved to authorize and approve the Clerk to execute the State-Local Disaster Assistance Agreement for Winter Storm DR4598 on behalf of this Board.

The motion was seconded by Supervisor Chandler.

(Exhibit "I")

AUTHORIZE AND APPROVE FOR THE EMA DIRECTOR, TORREY WILLIAMS, TO SUBMIT GRANT APPLICATION FOR THE HAZARD MITIGATION GRANT TO PURCHASE MSWIN RADIOS FOR THE VOLUNTEER FIRE DEPARTMENTS

Supervisor Horton moved to authorize and approve the EMA Director, Torrey Williams, to apply for the Hazard Mitigation Grant to purchase MSWIN Radios for the Volunteer Fire Department.

The motion was seconded by Supervisor Chandler.

(Exhibit "J")

AUTHORIZE AND APPROVE FOR THE EMA DIRECTOR, TORREY WILLIAMS, TO SUBMIT GRANT APPLICATION FOR THE HAZARD MITIGATION GRANT TO PURCHASE TORNADO SIRENS FOR THE COUNTY

Supervisor Horton moved to authorize and approve the EMA Director, Torrey Williams, to submit Grant Application for the Hazard Mitigation Grant to purchase Tornado Sirens for the County.

The motion was seconded by Supervisor Chandler.

(Exhibit "K")

AUTHORIZE AND APPROVE TO TABLE THE MATTER OF RETROFITTING OR BUILDING SAFE ROOMS OR STORM SHELTERS IN EACH DISTRICT

Supervisor Horton moved to authorize and approve to table the matter of retrofitting or building safe rooms or storm shelters in each district.

The motion was seconded by Supervisor Chandler.

AUTHORIZE AND APPROVE TO CHANGE THE HAZARD MITIGATION GRANT APPLICATION FOR TORNADO SIRENS FROM REQUESTING TEN (10) SIRENS TO FIVE (5) FOR THE COUNTY

Supervisor Horton moved to authorize and approve to change the Hazard Mitigation Grant Application for Tornado Sirens from requesting ten (10) sirens to five (5) for the County.

The motion was seconded by Supervisor Chandler.

AUTHORIZE AND APPROVE THE MONTHLY DEPARTMENTAL REPORT OF E911 AND EMA COORDINATOR FOR THE MONTH OF NOVEMBER 2021

Supervisor Horton moved to authorize and approve the monthly departmental report of E911 and EMA Coordinator for the month of November 2021.

The motion was seconded by Supervisor Chandler.

(Exhibit "L")

AUTHORIZE AND APPROVE FOR THE CHANCERY CLERK TO EXECUTE THE RENTAL AGREEMENT WITH J. T. RAY COMPANY FOR THE KONICA MINOLTA BH 360I COPIER AS LISTED ON STATE CONTRACT

Supervisor Horton moved to authorize and approve the Chancery Clerk to execute the rental agreement with J. T. Ray Company for the Konica Minolta BH 360I Copier as listed on State Contract.

The motion was seconded by Supervisor Chandler.

(Exhibit "M")

AUTHORIZE AND APPROVE TO SPREAD ON THE MINUTES THE AWARD NOTICE AS RECEIVED FROM THE FOUR COUNTY FOUNDATION FOR \$10,000 GRANT FOR THE SHERIFF'S DEPARTMENT

Supervisor Horton moved to authorize and approve to spread on the minutes the award notice as received from the Four County Foundation for \$10,000 Grant for the Sheriff's Department.

The motion was seconded by Supervisor Davis.

(Exhibit "N")

AUTHORIZE AND APPROVE THE CHANCERY CLERK TO ADVERTISE FOR SEMI-ANNUAL SUPPLY AND MATERIAL BIDS, ANNUAL HAY LEASE, AND ANNUAL PROPANE/BUTANE SERVICE CONTRACT FOR YEAR 2022

Supervisor Davis moved to authorize and approve the Chancery Clerk to advertise for semi-annual supply and material bids, annual hay lease, and annual propane/butane service contract for year 2022.

The motion was seconded by Supervisor Horton.

(Exhibit "O")

AUTHORIZE AND APPROVE TO TABLE THE MATTER OF ALLOCATING FUNDS FOR ECONOMIC DEVELOPMENT PURPOSES TO THE CLAY COUNTY GROWTH ALLIANCE

Supervisor Horton moved to authorize and approve the matter of allocating funds for Economic Development purposes to the Clay County Growth Alliance.

The motion was seconded by Supervisor Davis.

AUTHORIZE AND APPROVE TO GO INTO CLOSED SESSION

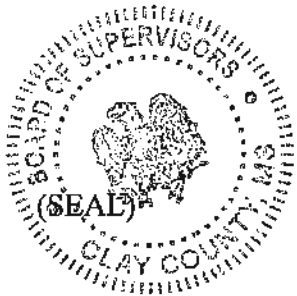
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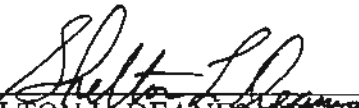
Supervisor Davis moved to recess until Thursday, December 16, 2021 at 9:00 a.m. at the Clay County Courthouse.

The motion was seconded by Supervisor Horton.

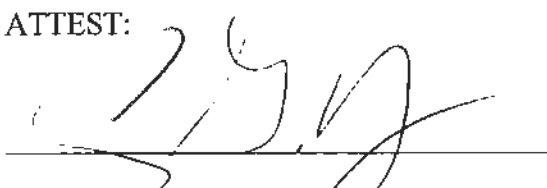
***All motions were carried unanimously unless otherwise indicated.

SO ORDERED, this the 9th day of December, 2021.




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

ATTEST:

A handwritten signature in black ink, appearing to read 'AGB', is written over a horizontal line.

AMY G. BERRY, CHANCERY CLERK
CLERK OF THE BOARD

EXHIBIT A



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

- Call to Order
- Welcome and Prayer
- Adopt and Amend Agenda
- Troy Johnston, *Butler Snow PLLC*
 - Consider No Protest Resolution for the issuing of the \$3.9M G/O Road Maintenance & Construction Bonds FY 2021
- Toby Sandford, *Golden Triangle Planning and Development District*
 - Consider Redistricting Plan of Supervisor Lines
- Angela Turner Ford, *Board Attorney*
 - Consider Memorandum of Understanding from Attorney General, Lynn Fitch
- Monthly Departmental Reports from Department Heads of County Offices
 - Approve the reports be spread on the minutes as presented – (vote after all reports have been presented)
- Amy Berry, *Chancery Clerk*
 - Authorize and approve to spread on the minutes the grant award letter from the Four County Foundation as awarded to the Sheriff's Dept.
 - Authorize and approve the copier contract with J. T. Ray Company on the copier as located in the front Chancery Clerk office
 - Authorize the Clerk to advertise for Quarterly Supply Material Bids for First Quarter 2022, Annual Hay Lease FY 2022, and Annual Propane/Butane Contract FY 2022 for the County
- Torrey Williams, *E911 Coordinator & EMA Director*
 - Renew Declaration of Local Emergency DR4429 4478 4528 4536, 4538
 - Renew Resolution of Emergency for those declarations
 - Authorize Designation of Applicant Agent Winter Storm DR4598 – EMA
 - Authorize Clerk to sign State-Local Disaster Assistance Agreement for Winter Storm DR4598
 - Authorize apply for Hazard Mitigation Grant for Volunteer Radios
 - Authorize apply for Hazard Mitigation Grant for Tornado Sirens
 - Authorize to gather quotes for applying for Hazard Mitigation Grant for retrofitting voting precincts saferooms
- Request to go into Executive Session to discuss a potential litigation matter as allowed under Section 25-41-7 of the *Mississippi Code of 1972*
- Recess until Thursday, December 16, 2021 at 9:00 a.m. at the Clay County Courthouse

Amendments:

EXHIBIT B

The Board of Supervisors (the "**Governing Body**") of Clay County, Mississippi (the "**County**") took up for consideration the matter of providing financing for certain capital improvements in the County and, after a discussion of the subject matter, the following resolution was presented for consideration:

RESOLUTION FINDING AND DETERMINING THAT THE INTENT RESOLUTION ADOPTED ON NOVEMBER 15, 2021 (THE "INTENT RESOLUTION") WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN THE INTENT RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AUTHORIZING THE ISSUANCE OF THE BONDS OR COUNTY BONDS AS PROVIDED IN THE INTENT RESOLUTION; AND FOR RELATED PURPOSES.

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

1. Heretofore, on November 15, 2021, the Governing Body adopted a resolution entitled "**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**" (the "**Intent Resolution**") wherein the Governing Body indicated its intent to (a) issue general obligation bonds of the County, in one or more series, in a total aggregate principal amount not to exceed \$4,000,000 (the "**Bonds**") or (b) issue a general obligation bond of the County, in one or more series, to be sold to the Mississippi Development Bank (the "**Bank**") in a total aggregate principal amount not to exceed \$4,000,000 (the "**County Bond**") and fixed 9:00 o'clock a.m. on December 9, 2021, as the date and hour for any protest to be made and filed against the issuance of such Bonds or County Bond as described in the Intent Resolution.

2. As required by law and as directed by the Intent Resolution, said Intent Resolution was 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, the first publication having been made not less than twenty-one (21) days before December 9, 2021, and the last publication to be not more than seven (7) days prior to such date, said notice was published in said newspaper on November 17, 24 and December 1 and 8, 2021, as evidenced by the publisher's affidavit heretofore presented and attached hereto as **EXHIBIT A**.

3. On or prior to 9:00 o'clock a.m. on December 9, 2021, no written protest against the issuance of such Bonds or County Bonds as described in the Intent Resolution, had been filed or presented by qualified electors of the County with the Chancery Clerk of the County (the "Chancery Clerk") in his office located in the County Courthouse.

4. The Governing Body did meet at its usual meeting place in the County offices at 9:00 o'clock a.m. on December 9, 2021, and the Governing Body does hereby find, determine and adjudicate that no protest against the issuance of the Bonds or county Bond as described in the Intent Resolution had been duly filed with the Chancery Clerk on or before 9:00 o'clock a.m. on December 9, 2021 as required by the Intent Resolution.

5. The Governing Body is now authorized and empowered by the provisions of Sections 19-9-1 *et seq.*, Mississippi Code of 1972, as amended (the "County Bond Act") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act") and together with the County Bond Act, the "Act") and other applicable laws of the State of Mississippi, to issue such Bonds or County Bonds as described in the Intent Resolution, all in a total aggregate principal amount of not to exceed \$4,000,000 without any election on the question of the issuance thereof at any time within a period of two (2) years after December 9, 2021.

6. The amount of the Bonds or County Bonds as proposed to be issued, when added to the outstanding indebtedness of the County, will not exceed any constitutional or statutory limitation of indebtedness.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COUNTY AS FOLLOWS:

SECTION 1. That the Governing Body is now authorized and empowered by the Act to issue either the Bonds or the County Bonds (together, the "County Obligation") all in the maximum aggregate principal amount of not to exceed Four Million Dollars (\$4,000,000), as described in the Intent Resolution, 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 and for other authorized purposes under the County Bond Act, including paying the costs of borrowing.

SECTION 2. The County Obligation may be issued in one or more series and, if issued, 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.

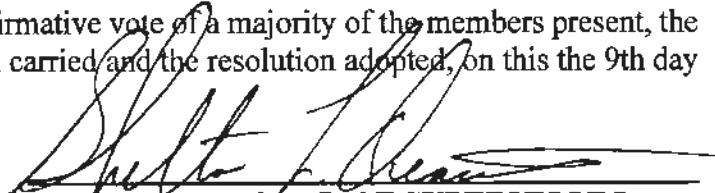
SECTION 3. The County Obligation shall be issued and offered for sale in accordance with the further orders and directions of this Governing Body.

Supervisor Horton made the motion and Supervisor Davis 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
Supervisor Luke Lummus
Supervisor R. B. Davis
Supervisor Shelton Deanes
Supervisor Joe D. Chandler

voted: AYE
voted: not present
voted: AYE
voted: AYE
voted: AYE

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 9th day of December 2021.


PRESIDENT, BOARD OF SUPERVISORS

ATTEST:


CLERK OF THE BOARD OF SUPERVISORS

(SEAL)

EXHIBIT A
PROOF OF PUBLICATION

PART
OF
AUDIT

The Board of Supervisors (the "**Governing Body**") of Clay County, Mississippi (the "**County**") took up for consideration the matter of providing financing for certain capital improvements in the County and, after a discussion of the subject matter, the following resolution was presented for consideration:

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2. As required by law and as directed by the Intent Resolution, said Intent Resolution was 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, the first publication having been made not less than twenty-one (21) days before December 9, 2021, and the last publication to be not more than seven (7) days prior to such date, said notice was published in said newspaper on November 17, 24 and December 1 and 8, 2021, as evidenced by the publisher's affidavit heretofore presented and attached hereto as **EXHIBIT A**.

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4. The Governing Body did meet at its usual meeting place in the County offices at 9:00 o'clock a.m. on December 9, 2021, and the Governing Body does hereby find, determine and adjudicate that no protest against the issuance of the Bonds or county Bond as described in the Intent Resolution had been duly filed with the Chancery Clerk on or before 9:00 o'clock a.m. on December 9, 2021 as required by the Intent Resolution.

5. The Governing Body is now authorized and empowered by the provisions of Sections 19-9-1 *et seq.*, Mississippi Code of 1972, as amended (the "County Bond Act") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act") and together with the County Bond Act, the "Act") and other applicable laws of the State of Mississippi, to issue such Bonds or County Bonds as described in the Intent Resolution, all in a total aggregate principal amount of not to exceed \$4,000,000 without any election on the question of the issuance thereof at any time within a period of two (2) years after December 9, 2021.

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SECTION 2. The County Obligation may be issued in one or more series and, if issued, 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.

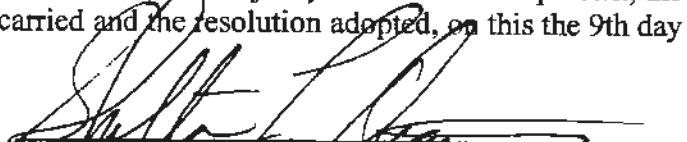
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Supervisor Lynn Horton
Supervisor Luke Lummus
Supervisor R. B. Davis
Supervisor Shelton Deanes
Supervisor Joe D. Chandler

voted: AYE
voted: not present
voted: AYE
voted: AYE
voted: AYE

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 9th day of December 2021.



PRESIDENT, BOARD OF SUPERVISORS

ATTEST:



CLERK OF THE BOARD OF
SUPERVISORS

(SEAL)

EXHIBIT A
PROOF OF PUBLICATION

000443

PART
OF
AUDIT

906444

EXHIBIT C

**Public Hearing Notice For
A Proposed Supervisor Redistricting Plan
For Clay County, Mississippi**

Notice is hereby given that the Clay County Board of Supervisors will hold a Public Hearing on January 6, 2022 at 10:00 A.M. in the Courtroom of the Clay County Courthouse. The purpose of the Public Hearing is to receive public comments regarding a proposed "REDISTRICTING PLAN TO REDRAW THE SUPERVISORS DISTRICT LINES OF CLAY COUNTY, MISSISSIPPI, IN ACCORDANCE WITH THE 2020 CENSUS RESULTS". This Public Hearing is being held for the specific purpose of informing the public of the proposed redistricting plan and to offer the opportunity for the inspection of the plan, the redistricting map and the supporting documentation.

The proposed Supervisor's Redistricting Plan may be viewed at the Clay County Courthouse, Chancery Clerk's Office, from 8:00 am to 5:00 pm (Monday through Friday). Written comments can be mailed to Clay County Board of Supervisors, Attention Harmon A. Robinson, P.O. Box 815, West Point, Mississippi, 39773. Written comments received by the Supervisors prior to the Public Hearing date will be acknowledged and shall become a part of the public record. All comments shall be available for public inspection.

SOURCE: Public Law 94-171 - 2020 Census

CLAY COUNTY SUPERVISOR DISTRICTS

EXISTING (Benchmark) DISTRIBUTION

DIST	TOTAL POPULATION												VOTING AGE POPULATION											
	TOTAL	IDEAL	DEV	%	WHITE	%	BLACK	%	OTR	%	NON-W	%	NEW	TOT18	%	WHT18	%	BLK18	%	OTR18	%	NON-W18	%	NEW
1	3,351	3,727	-376	-10.09	1,262	37.7	1,981	59.1	108	3.2	2,089	62.3	59.6	2,668	79.62	1,094	41.0	1,509	56.6	65	2.4	1,574	59.0	56.4
2	3,793	3,727	66	1.77	2,055	54.2	1,580	41.7	158	4.2	1,738	45.8	45.8	3,051	80.44	1,736	56.9	1,214	39.8	101	3.3	1,315	43.1	43.1
3	3,994	3,727	267	7.16	1,903	47.6	1,953	48.9	138	3.5	2,091	52.4	54.3	3,151	78.89	1,591	50.5	1,468	46.6	92	2.9	1,560	49.5	78.5
4	3,793	3,727	66	1.77	772	20.4	2,917	76.9	104	2.7	3,021	79.6	79.6	2,838	74.82	611	21.5	2,164	76.3	63	2.2	2,227	78.5	78.5
5	3,705	3,727	-22	-0.60	1,220	32.9	2,372	64.0	113	3.0	2,485	67.1	67.1	2,906	78.43	1,041	35.8	1,780	61.3	85	2.9	1,865	64.2	64.2
Total	18,636	Max Var		17.25	7,212	38.7	10,803	58.0	621	3.3	11,424	61.3	61.3	14,614	78.42	6,073	41.6	8,135	55.7	406	2.8	8,541	58.4	58.4

PROPOSED PLAN 1

DIST	TOTAL POPULATION												VOTING AGE POPULATION											
	TOTAL	IDEAL	DEV	%	WHITE	%	BLACK	%	OTR	%	NON-W	%	OLD	TOT18	%	WHT18	%	BLK18	%	OTR18	%	NON-W18	%	OLD
1	3,622	3,727	-105	-2.82	1,462	40.4	2,044	56.4	116	3.2	2,160	59.6	62.3	2,903	80.15	1,267	43.6	1,563	53.8	73	2.5	1,636	56.4	59.0
2	3,793	3,727	66	1.77	2,055	54.2	1,580	41.7	158	4.2	1,738	45.8	45.8	3,051	80.44	1,736	56.9	1,214	39.8	101	3.3	1,315	43.1	43.1
3	3,723	3,727	-4	-0.11	1,703	45.7	1,890	50.8	130	3.5	2,020	54.3	52.4	2,916	78.32	1,418	48.6	1,414	48.5	84	2.9	1,498	51.4	49.5
4	3,793	3,727	66	1.77	772	20.4	2,917	76.9	104	2.7	3,021	79.6	79.6	2,838	74.82	611	21.5	2,164	76.3	63	2.2	2,227	78.5	78.5
5	3,705	3,727	-22	-0.60	1,220	32.9	2,372	64.0	113	3.0	2,485	67.1	67.1	2,906	78.43	1,041	35.8	1,780	61.3	85	2.9	1,865	64.2	64.2
Total	18,636	Max Var		4.59	7,212	38.7	10,803	58.0	621	3.3	11,424	61.3	61.3	14,614	78.42	6,073	41.6	8,135	55.7	406	2.8	8,541	58.4	58.4

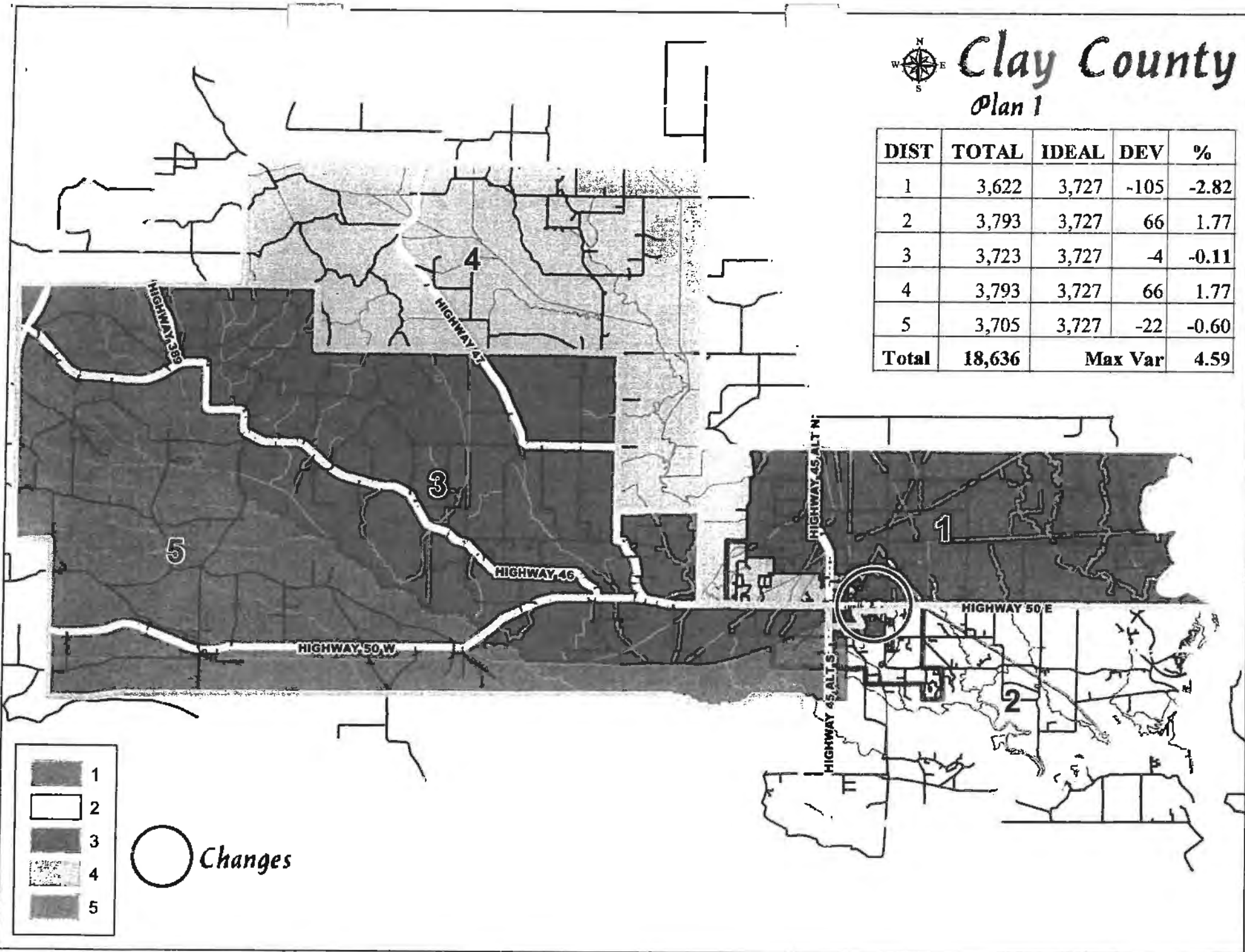
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Clay County

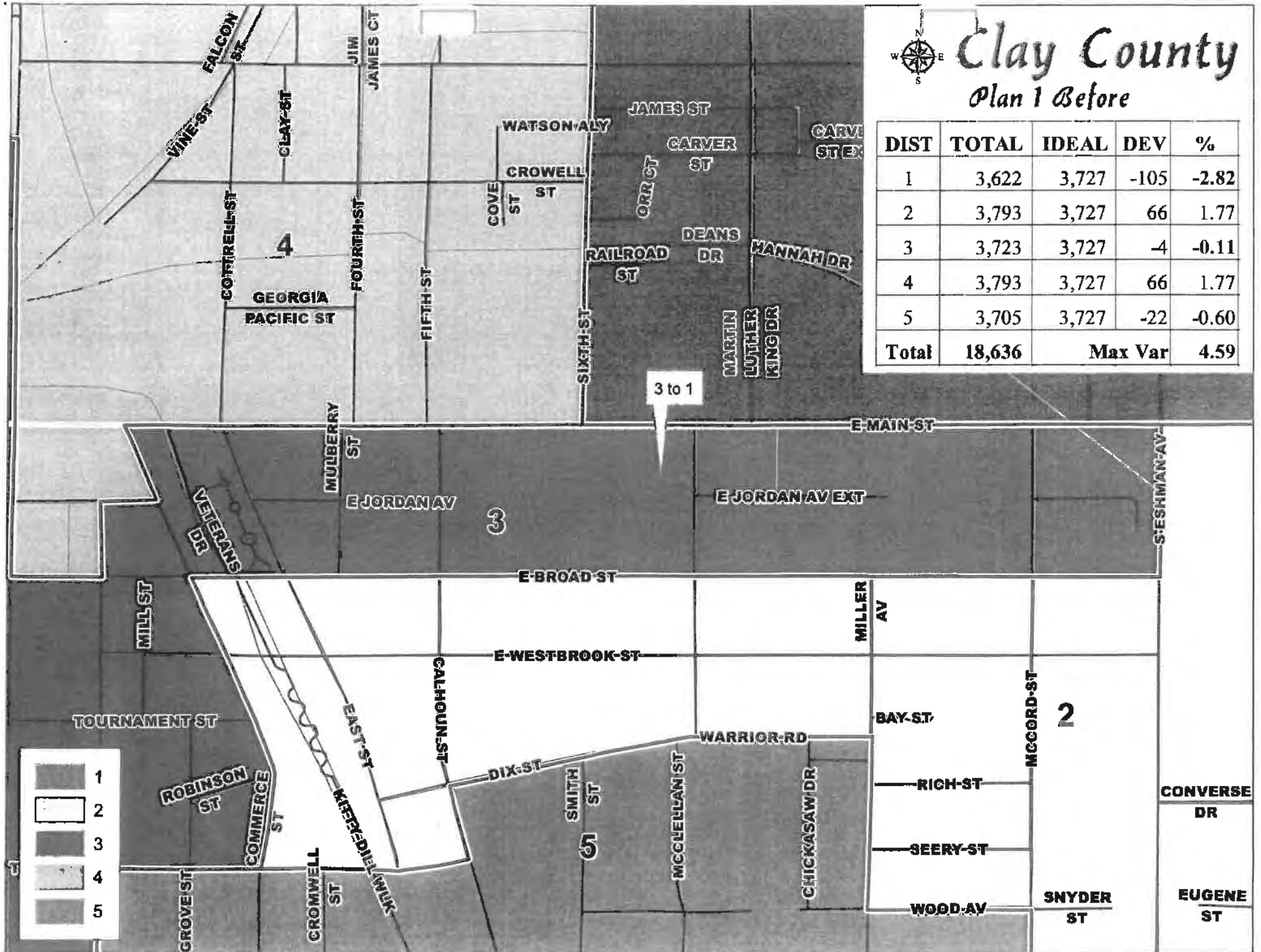
Plan 1

DIST	TOTAL	IDEAL	DEV	%
1	3,622	3,727	-105	-2.82
2	3,793	3,727	66	1.77
3	3,723	3,727	-4	-0.11
4	3,793	3,727	66	1.77
5	3,705	3,727	-22	-0.60
Total	18,636		Max Var	4.59



- 1
- 2
- 3
- 4
- 5

○ Changes

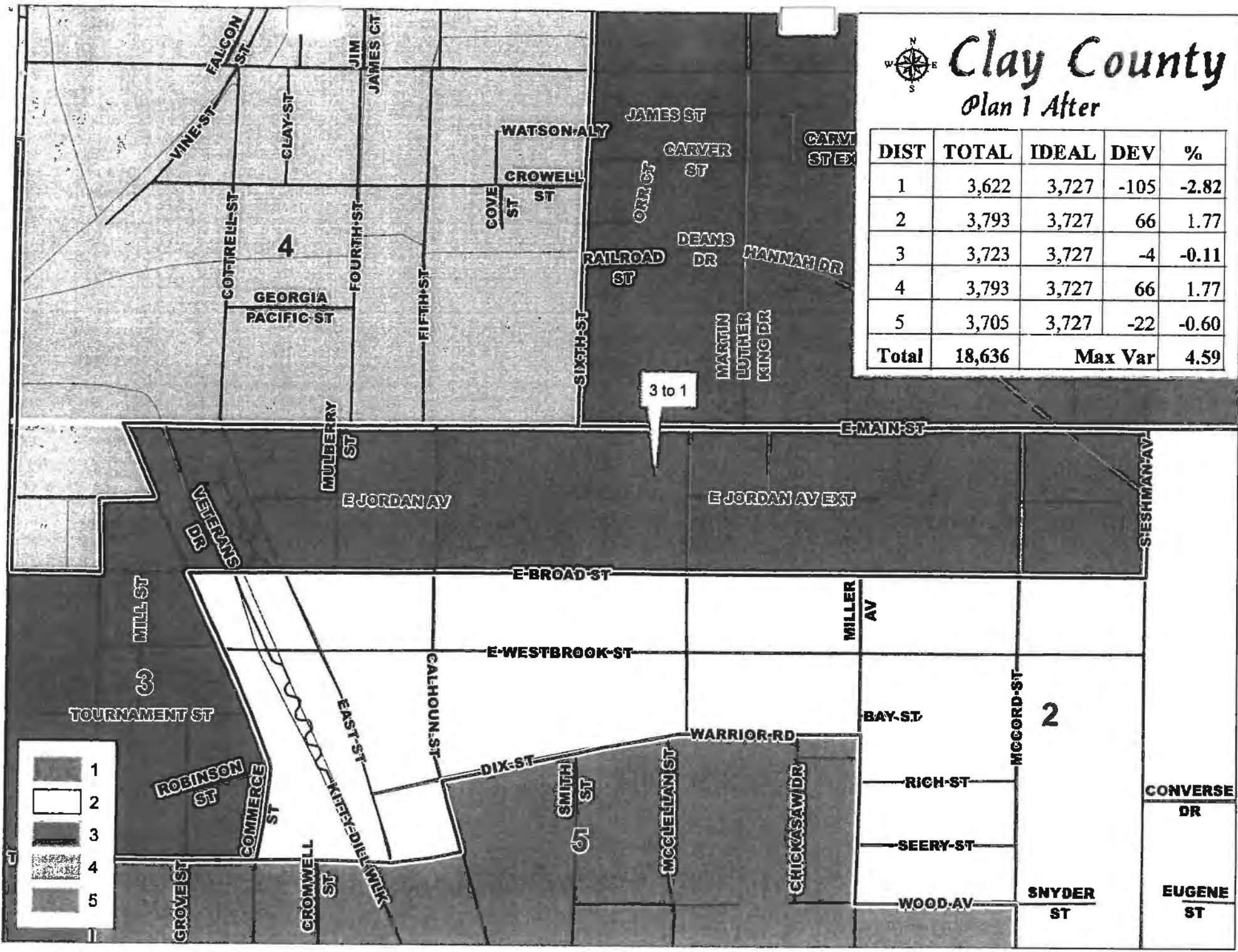




Clay County

Plan 1 After

DIST	TOTAL	IDEAL	DEV	%
1	3,622	3,727	-105	-2.82
2	3,793	3,727	66	1.77
3	3,723	3,727	-4	-0.11
4	3,793	3,727	66	1.77
5	3,705	3,727	-22	-0.60
Total	18,636		Max Var	4.59



SOURCE: Public Law 94-171 - 2020 Census

CLAY COUNTY SUPERVISOR DISTRICTS

EXISTING (Benchmark) DISTRIBUTION

DIST	TOTAL POPULATION													VOTING AGE POPULATION										
	TOTAL	IDEAL	DEV	%	WHITE	%	BLACK	%	OTR	%	NON-W	%	NEW	TOT18	%	WHT18	%	BLK18	%	OTR18	%	NON-W18	%	NEW
1	3,351	3,727	-376	-10.09	1,262	37.7	1,981	59.1	108	3.2	2,089	62.3	64.8	2,668	79.62	1,094	41.0	1,509	56.6	65	2.4	1,574	59.0	61.5
2	3,793	3,727	66	1.77	2,055	54.2	1,580	41.7	158	4.2	1,738	45.8	45.8	3,051	80.44	1,736	56.9	1,214	39.8	101	3.3	1,315	43.1	43.1
3	3,994	3,727	267	7.16	1,903	47.6	1,953	48.9	138	3.5	2,091	52.4	48.6	3,151	78.89	1,591	50.5	1,468	46.6	92	2.9	1,560	49.5	79.1
4	3,793	3,727	66	1.77	772	20.4	2,917	76.9	104	2.7	3,021	79.6	80.3	2,838	74.82	611	21.5	2,164	76.3	63	2.2	2,227	78.5	79.1
5	3,705	3,727	-22	-0.60	1,220	32.9	2,372	64.0	113	3.0	2,485	67.1	67.1	2,906	78.43	1,041	35.8	1,780	61.3	85	2.9	1,865	64.2	64.2
Total	18,636		Max Var	17.25	7,212	38.7	10,803	58.0	621	3.3	11,424	61.3	61.3	14,614	78.42	6,073	41.6	8,135	55.7	406	2.8	8,541	58.4	58.4

PROPOSED PLAN 2

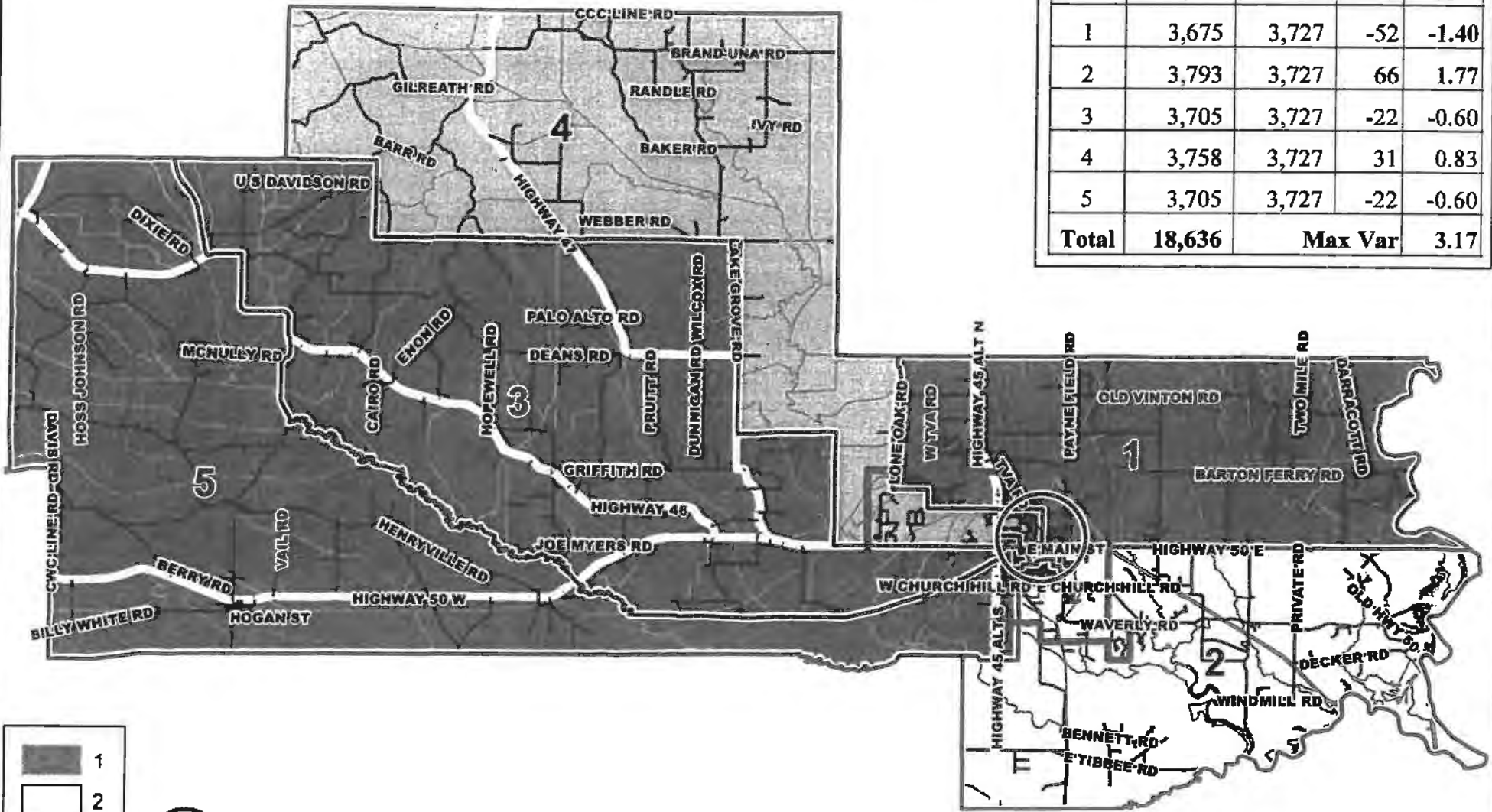
DIST	TOTAL POPULATION													VOTING AGE POPULATION										
	TOTAL	IDEAL	DEV	%	WHITE	%	BLACK	%	OTR	%	NON-W	%	OLD	TOT18	%	WHT18	%	BLK18	%	OTR18	%	NON-W18	%	OLD
1	3,675	3,727	-52	-1.40	1,292	35.2	2,248	61.2	135	3.7	2,383	64.8	62.3	2,891	78.67	1,112	38.5	1,694	58.6	85	2.9	1,779	61.5	59.0
2	3,793	3,727	66	1.77	2,055	54.2	1,580	41.7	158	4.2	1,738	45.8	45.8	3,051	80.44	1,736	56.9	1,214	39.8	101	3.3	1,315	43.1	43.1
3	3,705	3,727	-22	-0.60	1,905	51.4	1,671	45.1	129	3.5	1,800	48.6	52.4	2,931	79.11	1,591	54.3	1,256	42.9	84	2.9	1,340	45.7	49.5
4	3,758	3,727	31	0.83	740	19.7	2,932	78.0	86	2.3	3,018	80.3	79.6	2,835	75.44	593	20.9	2,191	77.3	51	1.8	2,242	79.1	78.5
5	3,705	3,727	-22	-0.60	1,220	32.9	2,372	64.0	113	3.0	2,485	67.1	67.1	2,906	78.43	1,041	35.8	1,780	61.3	85	2.9	1,865	64.2	64.2
Total	18,636		Max Var	3.17	7,212	38.7	10,803	58.0	621	3.3	11,424	61.3	61.3	14,614	78.42	6,073	41.6	8,135	55.7	406	2.8	8,541	58.4	58.4



Clay County

Plan 2

DIST	TOTAL	IDEAL	DEV	%
1	3,675	3,727	-52	-1.40
2	3,793	3,727	66	1.77
3	3,705	3,727	-22	-0.60
4	3,758	3,727	31	0.83
5	3,705	3,727	-22	-0.60
Total	18,636		Max Var	3.17



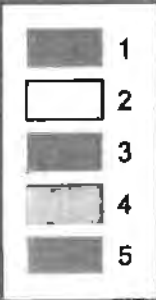
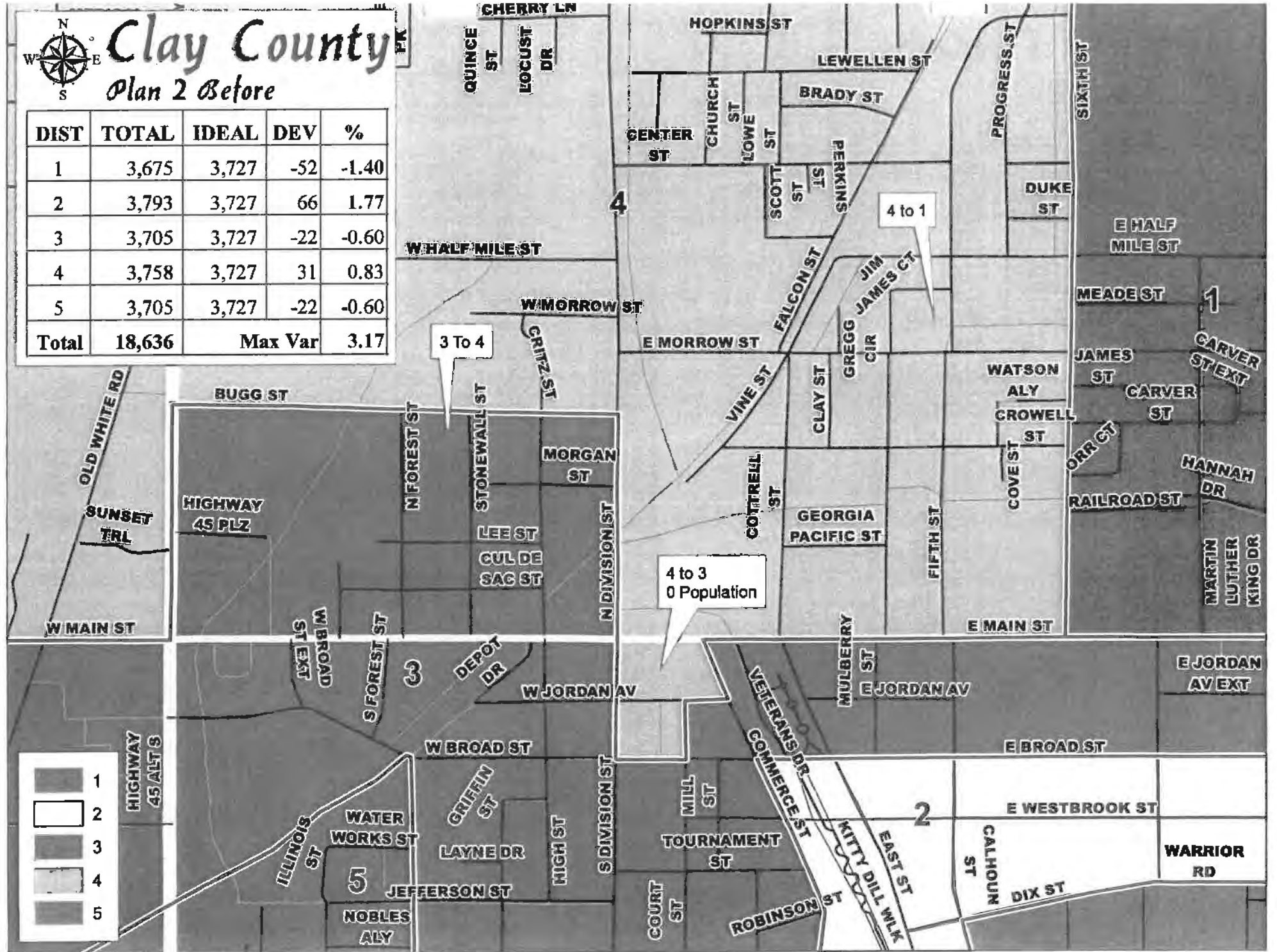
○ Changes



Clay County

Plan 2 Before

DIST	TOTAL	IDEAL	DEV	%
1	3,675	3,727	-52	-1.40
2	3,793	3,727	66	1.77
3	3,705	3,727	-22	-0.60
4	3,758	3,727	31	0.83
5	3,705	3,727	-22	-0.60
Total	18,636		Max Var	3.17



0453



Clay County

Plan 2 After

DIST	TOTAL	IDEAL	DEV	%
1	3,675	3,727	-52	-1.40
2	3,793	3,727	66	1.77
3	3,705	3,727	-22	-0.60
4	3,758	3,727	31	0.83
5	3,705	3,727	-22	-0.60
Total	18,636		Max Var	3.17

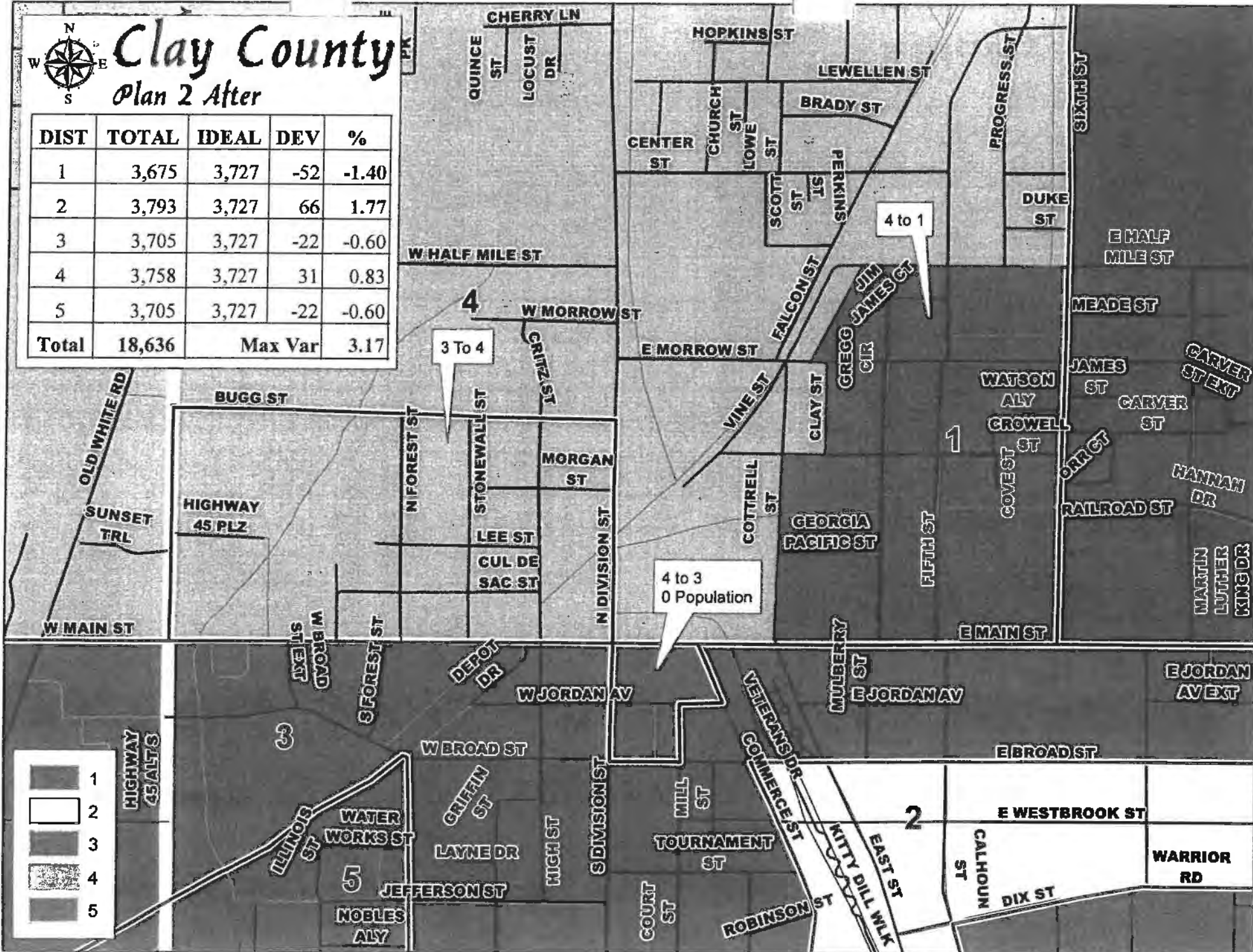


EXHIBIT D



November 10, 2021

Clay County
Post Office Box 815
West Point, Mississippi 39773-0815

Several years ago, Mississippi became the first State in the country to file suit against opioid manufacturers to hold them accountable for their part in the epidemic that has cost us in lives lost, families torn apart, and public health and safety dollars spent in response. Following years of litigation, negotiations have now generated two multi-billion-dollar settlements with three opioid distributors, Cardinal Health, McKesson, and AmerisourceBergen, as well as Johnson & Johnson, a leading manufacturer.

The two settlement agreements are complex and include provisions that allow the defendants to claw back funds if we do not (1) meet requirements for the vast majority of the funds be used specifically for the treatment and abatement of opioids and (2) ensure the participation of specific cities and counties within the State.

Mississippi has suffered great loss and I am committed to ensuring every dollar our State and local governments is due remains in Mississippi and is not clawed back by the defendants. To that end, we worked with the University of Mississippi Medical Center to create a program that meets the opioid abatement requirements for the State. **This will free local governments up to use your funds as you see fit without a national fund administrator micromanaging their use.**

UMMC's Center for Addiction Medicine (CAM) will provide a patient-centered treatment program for patients of all ages and across the State through a continuum of inpatient, outpatient, and chronic care settings. This will include leveraging UMMC's Center for Telehealth and utilizing existing and new collaborative community partnerships to address healthcare disparities in rural Mississippi.

The national settlement proposed a split of funds due to each state as: 70% to an abatement fund, 15% to a State fund, 15% to a local government fund. And, we propose to follow the same allocation formula in Mississippi. However, **we also want to use a portion of the State fund to help local governments meet their contractual obligations to their attorneys who have helped to bring us to these settlements.**

My office has created a website (<https://www.ago.state.ms.us/opioidsettlement/>) with information related to the settlements, including the maximum amount your community will receive if all required local governments participate. **Again, under the terms of the settlement agreements, you will lose funds unless all specific counties and cities agree to participate.**

Post Office Box 220 · Jackson, Mississippi 39205
www.AttorneyGeneralLynnFitch.com

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0456

Here is what you need to do next to help your community get the full amount of funds it is due under these settlements:

1. Sign and return the attached Memorandum of Understanding (MOU). The MOU may be submitted by email to opioidsettlement@ago.ms.gov or by using the submission portal at <https://www.ago.state.ms.us/opioidsettlement>.
2. Register your community on the national settlement website (<https://nationalopioidsettlement.com>) and complete the required documents. The website requires the entry of a unique identifier code to register your city or county. Please email opioidsettlement@ago.ms.gov to request your code.

The deadline for the State and our local governments to participate is January 2, 2022. If you are unable to register using your assigned participation code or have additional questions after reviewing the website, please contact Ta'Shia Gordon at (601) 359-3070 or send an email to opioidsettlement@ago.ms.gov.

Thank you in advance for your time and cooperation. Mississippi led the country in fighting the industry that spawned and fueled the opioid epidemic. We have the opportunity with this settlement to continue to lead the country in abating the opioid epidemic, as well.

Sincerely,



Lynn Fitch
Attorney General
State of Mississippi

Post Office Box 220 · Jackson, Mississippi 39205
www.AttorneyGeneralLynnFitch.com

**MISSISSIPPI STATE-LOCAL GOVERNMENT OPIOID
LITIGATION MEMORANDUM OF UNDERSTANDING**

WHEREAS, the people of the State and its communities have been harmed by the actions and nonfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

WHEREAS, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their actions and nonfeasance; and,

WHEREAS, the State, through its Attorney General, and its Local Governments share a common desire to abate and alleviate the harmful impacts throughout the State;

NOW THEREFORE, the State and its Local Governments, subject to completing formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein.

A. Definitions

As used in this MOU:

1. "The State" shall mean the State of Mississippi acting through the Attorney General.
2. "The Parties" shall mean the State and Counties and Municipalities as defined herein.
3. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Local Governments.
4. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.
5. "County" shall mean one of the 82 governmental subdivisions in the State recognized and/or established under the Mississippi Constitution of 1890 that filed a lawsuit against settling Pharmaceutical Supply Chain Participants as of August 1, 2021, or has a population greater than 10,000 individuals.
6. "Municipalities" shall mean cities, towns, or villages within the State with a population greater than 10,000 individuals and shall also include all cities and towns that filed a lawsuit against settling Pharmaceutical Supply Chain Participants as of August 1, 2021. The singular "Municipality" shall refer to a singular of the Municipalities.

7. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed, or dispensed.
8. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
9. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>.

B. Allocation of Settlement Proceeds

1. All the Opioid Settlement Funds will be deposited into the Attorney General Contingency Fund and thereafter allocated as set forth below:
 - (a) County/Municipality Fund - 15%. The County/Municipality fund will receive 15% of all Settlement funds for the direct benefit of Mississippi Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other Metrics agreed upon, in writing, by a County and Municipality. Such funds may be spent for opioid abatement, or any purpose deemed appropriate by said County or Municipality.
 - i. A County or Municipality may receive direct payments from this fund only if it executes a timely release as part of the settlement.
 - ii. A non-litigating City or Town with a population under 10,000 shall not receive direct payments, but its payments shall instead be allocated to the County in which it is located.
 - (b) State of Mississippi - 15%. The State will receive 15% of all Opioid Funds paid to the State General Fund.
 - (c) University of Mississippi Medical Center's Center for Addiction Medicine (CAM) - 70%. The CAM will receive 70% of all Opioid Funds to establish a new multidisciplinary program through Mississippi's only academic medical center dedicated to both short-term and long-term opioid abatement. In the short-term, CAM will provide a patient-centered treatment program for patients of all ages and across the State through a continuum of inpatient, outpatient, and chronic care settings. This will include leveraging UMMC's Center for Telehealth and utilizing existing and new collaborative community partnerships to address healthcare disparities in rural Mississippi. In the long-term, CAM will become a hub for training medical professionals, including those in pharmacy, nursing, and emergency medicine, to screen, diagnose, and treat individuals

with addiction disorders. CAM will make Mississippi a nationally recognized leader in addiction research and treatment.

C. Payment of County/Municipality Counsel and Litigation Expenses

The Parties anticipate that any national settlement will provide for the payment of fees and litigation expenses to counsel for certain Counties and Municipalities. All County/Municipality counsel that seeks attorneys' fees and expenses from their clients shall first seek to recover those amounts from the national settlement. Furthermore, the Parties agree to create a supplemental fee and expense fund (the "County/Municipality Fee Fund" or "CMFF").

1. The CMFF shall be used to pay attorneys' fees and expenses for participating Counties/Municipalities in the State that filed opioid lawsuits on or before August 1, 2021 ("Litigating Participating Counties/Municipalities").
2. The amount of funds to be deposited in the CMFF shall be contingent upon the overall percentage of Incentive Payments awarded to the State under the national settlements and paid pursuant to the following table. In no circumstance shall the CMFF receive more than 7.5% of the net Total Cash Value received by the State, including any funds received from a national fee fund as described above. If the State does not receive at least 65% of the total available Incentive Payments, the CMFF shall be null and void, and no amounts shall be paid into it.

PERCENTAGE OF INCENTIVE PAYMENTS AWARDED	CMFF PERCENTAGE
65%	2%
70%	3%
75%	4%
80%	5%
85%	6%
90%	6.5%
95%	7%
100%	7.5%

3. The Parties further agree no counsel for any Litigating Participating County/Municipality shall recover from any national fee fund and the CMFF a combined contingency fee of more than 15% of the Total Cash Value received by their Litigating Participating County/Municipality client. If there are any funds remaining in the CMFF after payment of fees and expenses consistent with the terms of this MOU, those funds shall revert pro rata to the Litigating Participating Counties/Municipalities.

E. Amendments, Choice of Law, Venue, Consent Decree

1. The Parties agree to make such amendments as necessary to implement the intent of this MOU.
2. The Parties agree that this MOU, any amendments thereto, and any issue arising out of or related to this MOU shall be governed by and interpreted according to the laws of the State of Mississippi. Any action to enforce or interpret this MOU, or to resolve any dispute concerning it, shall be commenced and maintained only in a court of competent jurisdiction in Hinds County, Mississippi. The Parties understand and agree that, in connection with a settlement with any Pharmaceutical Supply Chain Participant, the State may file an appropriate action in a court of competent jurisdiction in Hinds County, Mississippi seeking a consent decree approving such settlement and the allocation of Opioid Funds within the State pursuant to this MOU.
3. The Parties agree that this MOU will apply to any Settlement with a Pharmaceutical Supply Chain Participant that requires State and County/Municipality resolution.

F. Signatures

This MOU may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this MOU. Each person signing this MOU represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOU, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

FOR PLAINTIFF THE STATE OF MISSISSIPPI:

Attorney General

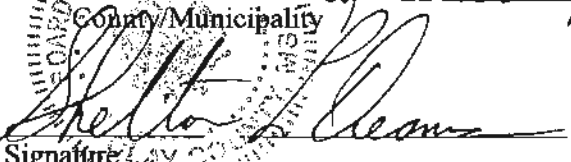
FORC Clay County:
County/Municipality

Signature
Shelton L. Deans
Printed Name and Title

EXHIBIT E



STATE OF MISSISSIPPI
Tate Reeves, Governor
DEPARTMENT OF HUMAN SERVICES
Robert G. Anderson
Executive Director

December 9, 2021

Department Report for November 2021

Applications approved: 385.
Active cases: 1,424

Regular SNAP benefits issued: \$496,791
SNAP emergency issuance: \$253,416
Total SNAP benefits for Clay County: \$750,267

September 2021 State reimbursement to Clay County: \$3,335.68

PEBT Benefit Update

Students submitted June 1 by WPCSD for PEPT benefit eligibility: 2,853
Monthly benefit for hybrid months (10/2020 – 5/2021): \$61.68
Monthly benefit for virtual months (08/2020, 09/2020): \$122.76
Total benefits of hybrid and virtual months: \$738.96 per child
2,853 students = \$2,108,252.88

Respectfully submitted,

Beth Cummings, County Director
Clay County Department of Human Services

EXHIBIT F

**NTIA/NHTSA 911 GRANT PROGRAM
PROGRAM AGREEMENT
Amendment**

GRANTOR: National Telecommunications and Information Administration (NTIA), Department of Commerce/National Highway Traffic Safety Administration (NHTSA), Department of Transportation

RECIPIENT: Mississippi Emergency Management Agency

SUB-RECIPIENT: Clay County 911

GRANT PERIOD: June 1, 2021 – March 31, 2022

AWARD AMOUNT: \$ 69,771.60

As the State of Mississippi's recipient of the NHTSA-NTIA-911 Grant Program, the Mississippi Emergency Management Agency (MEMA) hereby awards 911 Grant funds to the above Sub-recipient. The interest and responsibilities of the Sub-recipient will be executed by the Sub-recipient's designated applicant's agent. This amendment to the original program agreement extends the period of performance from June 1, 2021 – December 31, 2021, to June 1, 2021 – March 31, 2022.

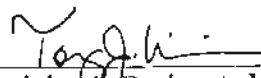
The Sub-recipient agrees and understands that:

1. He/She has legal authority to apply for these funds on behalf of the Sub-recipient.
2. The Sub-recipients must provide the required 40% matching funds.
3. The Sub-recipient will use 911 grant funds solely for the purposes for which these funds are provided and as approved by the Executive Director of MEMA.
4. Costs incurred under this funding opportunity must be specifically for this federal award and must be incurred during the period June 1, 2021 – March 31, 2022.
5. The length or term of any maintenance agreement purchased may not exceed the period of performance of the grant funding with which the maintenance agreement is being purchased.
6. Any equipment purchased with the 911 Grant must be delivered by March 31, 2022.


7. All services, to include training on the NG911 system, must be completed by March 31, 2022. Service agreements rendering services beyond March 31, 2022, will not qualify for reimbursement.
8. All reimbursement payments will be made after MEMA receives all required reimbursement documentation.
9. If applicable, the Sub-recipient will complete the Federal Funding Accountability and Transparency Act (FFATA) form and return it to MEMA.
10. The Sub-recipient will give state and federal agencies access to and the right to determine all records and documents related to the use of 911 funds.
11. The Sub-recipient will comply with all applicable provisions of federal and state laws and regulations in regard to procurement of goods and services.
12. The Sub-recipient will provide the recipient copies of audit reports that include funds provided under this agreement.
13. The Sub-recipient agrees all expenditures incurred will be during the period of performance as listed.
14. There shall be no changes to this agreement unless mutually agreed upon, in writing, by both parties to the agreement.

If the Sub-recipient violates any of the conditions of the agreement, or applicable federal and state regulations, the State shall notify the Sub-recipient that 911 funds will be withheld until such violation has been corrected to the satisfaction of the State.

The undersigned does hereby agree with all terms and conditions of this agreement.


 Sub-recipient's Designated Applicant's Agent

12/15/2021
 Date


 Stephen C. McCraney, Executive Director
 Mississippi Emergency Management Agency

12/14/2021
 Date

EXHIBIT G

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
(by City Council or County Board of Supervisors)

WHEREAS, Clay County the ~~City Council~~ /or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City /County, caused by Flooding / Wind

(Severe storm, tornado, damaging winds, flash flooding, river flooding
drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

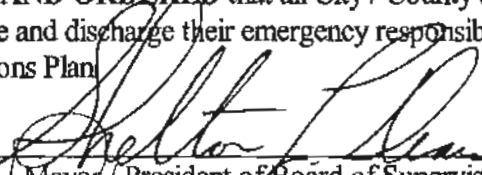
commencing on or about 8 AM / PM on the 12th day of April, 2020; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;


NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said ~~City~~ /County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the ~~City Council~~ / Board of Supervisors of the ~~City~~ / County of Clay, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all ~~City~~ / County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the ~~City~~ / County Emergency Operations Plan

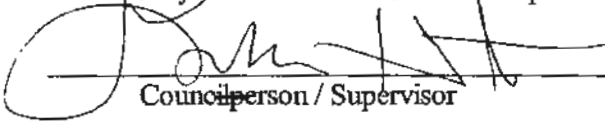
DATE: 12/9/2021



Mayor / President of Board of Supervisors

ATTEST: 

Clerk of City / Chancery
Clerk for Board of Supervisors

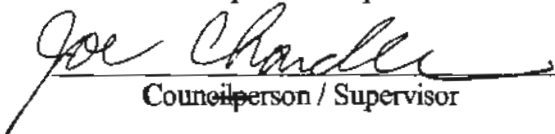


Councilperson / Supervisor

Councilperson / Supervisor

Clay

City / or County, State of MS

Councilperson / Supervisor


Councilperson / Supervisor

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
(by City Council or County Board of Supervisors)

WHEREAS, Clay County the ~~City Council~~ /or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City /County, caused by COVID-19 Pandemic

(Severe storm, tornado, damaging winds, flash flooding, river flooding

drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

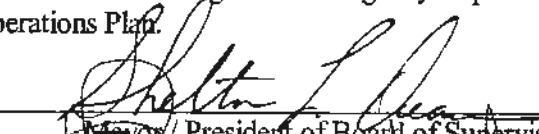
commencing on or about 8 AM / PM on the 20th day of January, 2020; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

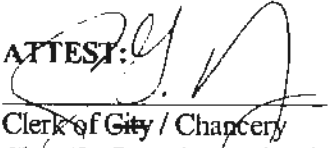
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IT IS FURTHER PROCLAIMED AND ORDERED that all ~~City~~ / County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the ~~City~~ / County Emergency Operations Plan.

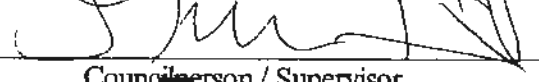
DATE: 12/9/2021



Mayor / President of Board of Supervisors

ATTEST: 

Clerk of ~~City~~ / Chancery
Clerk for Board of Supervisors



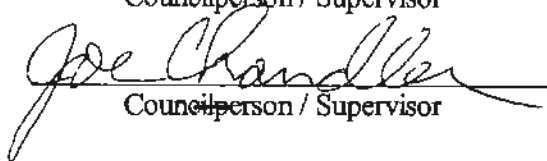
Councilperson / Supervisor

Councilperson / Supervisor

Clay

~~City~~ / or County, State of MS

Councilperson / Supervisor



Councilperson / Supervisor

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
(by City Council or County Board of Supervisors)

WHEREAS, Clay County the ~~City Council~~ /or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City /County, caused by

(Severe storm, tornado, damaging winds, flash flooding, river flooding
drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

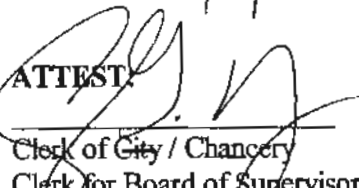
commencing on or about 8 **AM** /PM on the _____ day of _____, 2021; and

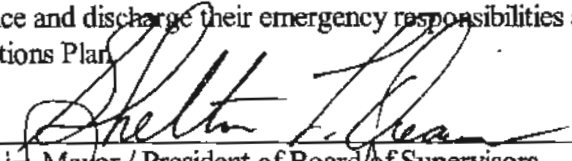
WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said ~~City~~ /County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the ~~City Council~~ / Board of Supervisors of the ~~City~~ / County of Clay, State of Mississippi.

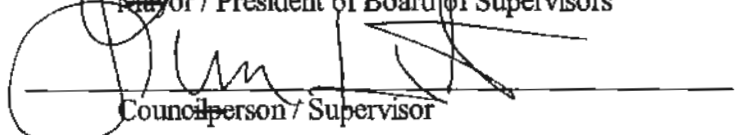
IT IS FURTHER PROCLAIMED AND ORDERED that all ~~City~~ / County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the ~~City~~ / County Emergency Operations Plan.

DATE: 12/9/2021

ATTEST: 
Clerk of City / Chancery
Clerk for Board of Supervisors



Mayor / President of Board of Supervisors

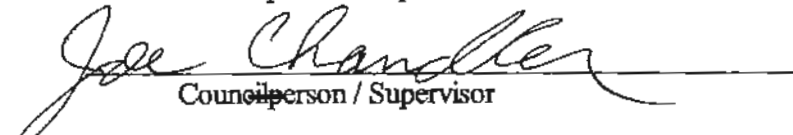


Councilperson / Supervisor

Councilperson / Supervisor

Clay

City / or County, State of MS

Councilperson / Supervisor


Councilperson / Supervisor

RESOLUTION REQUESTING GOVERNOR TO PROCLAIM

A STATE OF EMERGENCY

WHEREAS, on Feb 22nd, 2019, the Board of Supervisors (~~City Council~~) of the County of Clay found that due to the impact (or imminent threat) of Floodings a condition of extreme peril (earthquake, flood, hazmat, hurricane, severe storm, other) to life and property did exist in Clay County; and

WHEREAS, on December 9th, 2021, in accordance with State Law 33-15-17(d) the Board of Supervisors declared that an emergency does exist throughout said county; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of this declaration be forwarded to the Governor of Mississippi with the request that he proclaim the County (~~City~~) of Clay to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Torrey J Williams, EMA Director (Person) (Title) is thereby designated as the authorized representative of the County (~~City~~) of Clay for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

DATE: 12/9/2021
ATTEST: [Signature] Mayor (Board President)
[Signature] Board Member
[Signature] Board Member
[Signature] Board Member
[Signature] Board Member
Clerk of the Board of Supervisors (or ~~City~~),
County of Clay
State of Mississippi

RESOLUTION REQUESTING GOVERNOR TO PROCLAIM

A STATE OF EMERGENCY

WHEREAS, on Feb 10th, 2020, the Board of Supervisors (City Council) of the County of Clay found that due to the impact (or imminent threat) of Flooding / Severe Weather a condition of extreme peril (earthquake, flood, hazmat, hurricane, severe storm, other) to life and property did exist in Clay County; and

WHEREAS, on December 9th, 2021, in accordance with State Law 33-15-17(d) the Board of Supervisors declared that an emergency does exist throughout said county; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of this declaration be forwarded to the Governor of Mississippi with the request that he proclaim the County (City) of Clay to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Torrey J Williams, EMA Director (Person) (Title) is thereby designated as the authorized representative of the County (City) of Clay for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

DATE: 12/9/2021
ATTEST: [Signatures]
Mayor (Board President)
Board Member
Clerk of the Board of Supervisors (or City), County of: Clay
Board Member
State of Mississippi Joe Chandler
Board Member

4478

RESOLUTION REQUESTING GOVERNOR TO PROCLAIM

A STATE OF EMERGENCY

WHEREAS, on Jan 10th, 2020, the Board of Supervisors (City Council) of the County of Clay found that due to the impact (or imminent threat) of Flooding a condition of extreme peril (earthquake, flood, hazmat, hurricane, severe storm, other) to life and property did exist in Clay County; and

WHEREAS, on December 9th, 2021, in accordance with State Law 33-15-17(d) the Board of Supervisors declared that an emergency does exist throughout said county; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of this declaration be forwarded to the Governor of Mississippi with the request that he proclaim the County (City) of Clay to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Torrey J Williams, EMA Director (Person) (Title) is thereby designated as the authorized representative of the County (City) of Clay for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

DATE: 12/9/2021

[Signature] Mayor (Board President)

ATTEST: [Signature]

[Signature] Board Member

Clerk of the Board of Supervisors (or City)

Board Member

County of Clay

Board Member

State of Mississippi

[Signature] Board Member

RESOLUTION REQUESTING GOVERNOR TO PROCLAIM

A STATE OF EMERGENCY

WHEREAS, on _____, 20____, the Board of Supervisors (~~City Council~~) of the County of Clay found that due to the impact (or imminent threat) of _____ a condition of extreme peril (earthquake, flood, hazmat, hurricane, severe storm, other) to life and property did exist in Clay County; and

WHEREAS, on December 9th, 2021, in accordance with State Law 33-15-17(d) the Board of Supervisors declared that an emergency does exist throughout said county; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of this declaration be forwarded to the Governor of Mississippi with the request that he proclaim the County (~~City~~) of Clay to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Torrey J Williams, EMA Director (Person) (Title) is thereby designated as the authorized representative of the County (~~City~~) of Clay for the purpose of receipt, processing, and coordination of all inquiries

and requirements necessary to obtain available State and Federal assistance

DATE: 12/9/2021 _____
Mayor (Board President)

ATTEST: _____
Board Member

_____ Board Member

Clerk of the Board of Supervisors (or ~~City~~), _____ Board Member

County of: Clay _____ Board Member

State of Mississippi _____ Board Member

MEMA DR-4 (Rev. 12/01)

RESOLUTION REQUESTING GOVERNOR TO PROCLAIM

A STATE OF EMERGENCY

WHEREAS, on Jan 20th, 2020, the Board of Supervisors (City Council) of the County of Clay found that due to the impact (or imminent threat) of COVID-19 Pandemic a condition of extreme peril (earthquake, flood, hazmat, hurricane, severe storm, other) to life and property did exist in Clay County; and

WHEREAS, on December 9th, 2021, in accordance with State Law 33-15-17(d) the Board of Supervisors declared that an emergency does exist throughout said county; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of this declaration be forwarded to the Governor of Mississippi with the request that he proclaim the County (City) of Clay to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Torrey J Williams, EMA Director (Person) is thereby designated as the authorized representative of the County (City) of Clay for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

DATE: 12/9/2021

ATTEST: [Signature]

Clerk of the Board of Supervisors (or City), County of Clay State of Mississippi

[Signature] Mayor (Board President) Board Member

Board Member

Board Member

[Signature] Board Member

RESOLUTION REQUESTING GOVERNOR TO PROCLAIM

A STATE OF EMERGENCY

WHEREAS, on April 12th, 2020, the Board of Supervisors (City-Council) of the County of Clay found that due to the impact (or imminent threat) of Flooding/Wind a condition of extreme peril (earthquake, flood, hazmat, hurricane, severe storm, other) to life and property did exist in Clay County; and

WHEREAS, on December 9th, 2021, in accordance with State Law 33-15-17(d) the Board of Supervisors declared that an emergency does exist throughout said county; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of this declaration be forwarded to the Governor of Mississippi with the request that he proclaim the County (City) of Clay to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Torrey J Williams, EMA Director (Person) is thereby designated as the authorized representative of the County (City) of Clay for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

DATE: 12/9/2021

Delta [Signature] Mayor (Board President)

ATTEST: [Signature]

[Signature] Board Member

Clerk of the Board of Supervisors (or City), County of

[Signature] Board Member

State of Mississippi

Joe Chandler Board Member

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
(by City Council or County Board of Supervisors)

WHEREAS, Clay County the ~~City Council~~ /or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City /County, caused by Flooding

(Severe storm, tornado, damaging winds, flash flooding, river flooding

drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

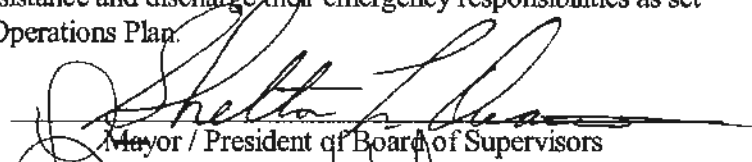
commencing on or about 8 AM /PM on the 10th day of Jan, 2020; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

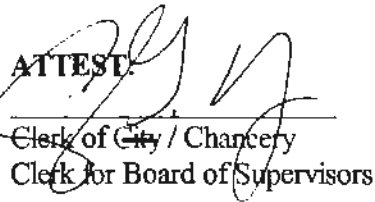
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IT IS FURTHER PROCLAIMED AND ORDERED that all ~~City~~ / County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the ~~City~~ / County Emergency Operations Plan.

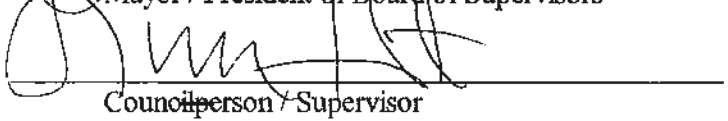
DATE: 12/9/2021



Mayor / President of Board of Supervisors

ATTEST:


Clerk of ~~City~~ / Chancery
Clerk for Board of Supervisors

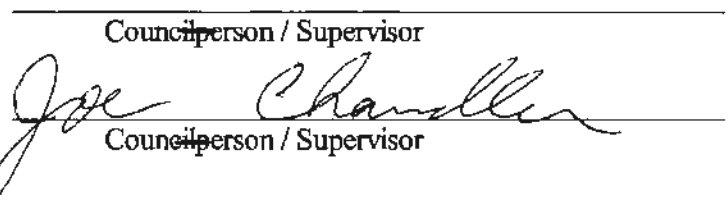


Councilperson / Supervisor

Councilperson / Supervisor

Clay

City / or County, State of MS

Councilperson / Supervisor


Councilperson / Supervisor

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
(by City Council or County Board of Supervisors)

WHEREAS, Clay County the ~~City Council~~ /or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City /County, caused by Flooding / Severe Weather

(Severe storm, tornado, damaging winds, flash flooding, river flooding)

drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

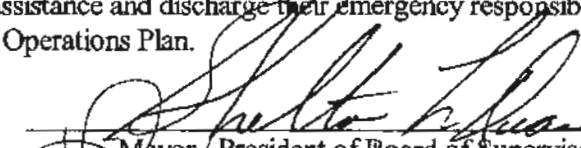
commencing on or about 8 AM /PM on the 10th day of February, 2020; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

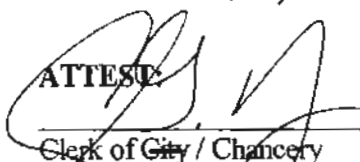
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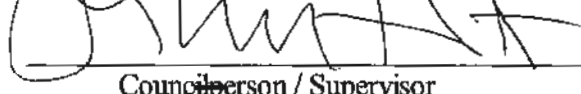
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Mayor / President of Board of Supervisors

ATTEST:


Clerk of ~~City~~ / Chancery
Clerk for Board of Supervisors

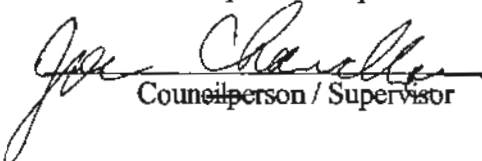


Councilperson / Supervisor

Councilperson / Supervisor

Clay

City / or County, State of MS

Councilperson / Supervisor


Councilperson / Supervisor

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
(by City Council or County Board of Supervisors)

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drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

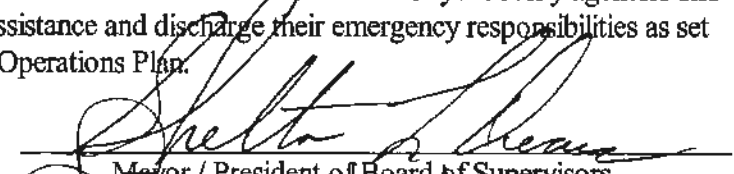
commencing on or about 8 AM/PM on the 22nd day of February, 2019; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

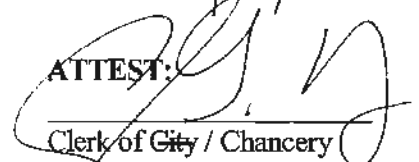
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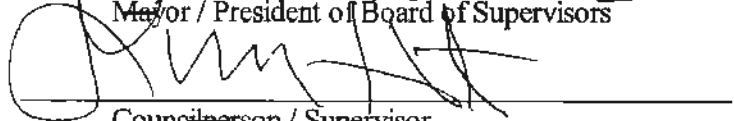
DATE: 12/9/2021



Mayor / President of Board of Supervisors

ATTEST: 

Clerk of City / Chancery
Clerk for Board of Supervisors




Councilperson / Supervisor

Councilperson / Supervisor

Clay

City / or County State of MS

Councilperson / Supervisor


Councilperson / Supervisor

EXHIBIT H

LOCAL APPLICANT'S AGENT

Each city or county included in a Presidential disaster declaration under Public Law 93-288 and Public Law 100-707 may be eligible for federal assistance to repair or replace damaged public facilities (such as debris removal, evacuation, sand bagging, ect.). When this happens, the local government must designate an Applicant's Agent who will be authorized by the City Council/Board of Supervisors to represent the county or city with federal and state agencies managing these public assistance programs.

Much of the work of an Applicant's Agent will start as soon as the disaster occurs. To save time in the first few days following a disaster, MEMA recommends that the Applicant's Agent be designated BEFOREHAND. By doing this., the county or city will give the person selected a chance to become familiar with these programs and to establish local procedures and systems before the disaster occurs.

The City Council/County Board should be particularly selective in naming an Applicant's Agent. The designation must be made by the action of the full body and should be recorded in the official record as any other ordinance or resolution would be. The City Council/County Board should carefully select a person who is able to perform the duties that will be assigned.

The person selected must also be able to spend the major amount of time required to do the job. Once the Applicant's Agent is selected the County Board or City Council must give their support and help.

In simplest terms, the Applicant's Agent will represent the local government in managing the county or city applications for federal disaster assistance funds. The agent will be the contact person for state and federal agencies dealing with the disaster programs. This person will be responsible for managing federal funds provided for the community, for following state and local bid and contract procedures, for maintaining auditable records and for seeing that all work is accomplished before the completion dates are reached.

The position of Applicant's Agent is highly responsible and requires a good deal of time and strong managerial skills. The person selected must have the full confidence of the City Council/County Board and must be given sufficient authority to take the steps required under Federal regulations.

Some counties have appointed the Chancery Clerk, County Administrator, County Engineer or Emergency Management Director to serve as agent. Some cities have named the Mayor, City Engineer, Emergency Management Director, City Manager or others. The choice is entirely up to the governing body.



FFATA Reporting Form

Federal Funding Accountability and Transparency Act of 2006

1. Applicant: <u>Clay County</u>	2. DUNS #: <u>079117719</u>
3. Registered in SAM (System of Award Management): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4. Physical Address Associated with DUNS#: Street: <u>365 Court St</u> City: <u>West Point</u> State: <u>MS</u> 9-Digit ZIP Code: <u>39773</u> Country: <u>USA</u>	
5. Is your annual gross revenue made up 80% or more in federal contracts, sub-contracts, loans, grants, sub-grants and/or cooperative agreements? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Do you receive \$25,000 or more in annual gross revenue from federal contracts, sub-contracts, loans, grants, sub-grants and/or cooperative agreements? <input type="checkbox"/> Yes <input type="checkbox"/> No	
7. Is salary information for all top management positions available to the public on SEC.gov? <input type="checkbox"/> Yes <input type="checkbox"/> No	
8. Does your county sub-award any grant funds received from MEMA? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
I, <u>Torrey J. Williams</u> hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate.	
Name: <u>Torrey J. Williams</u>	
Agency/Organization: <u>West Point- Clay County EMA</u>	
Title: <u>EMA Director</u>	
Phone: <u>662-494-2088</u>	
Email: <u>twilliams@wprnet.org</u>	

For MEMA Office Use Only:

Grant Award Name _____ Grant Award ID# _____

Grant Award Amount _____ Date Obligated _____

MEMA Official Initials _____ Entered into FSRS.gov by _____ Date Entered _____

MEMA-FFATA 2021

DESIGNATION OF APPLICANT'S AGENT

BE IT RESOLVED BY: CLAY COUNTY OF: CLAY COUNTY
Governing Body City, County, Other Entity

THAT TORREY WILLIAMS, EMA DIRECTOR
Name of Designated Agent Official Position

ADDRESS 2392 W CHURCH HILL RD, TELEPHONE (W) 6624942088 (H) 6622955278
WEST POINT, MS 39773

is hereby authorized to execute for and in behalf of CLAY COUNTY
City, County, Other Entity

a public entity established under the laws of the State of Mississippi, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93-288), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

PASSED AND APPROVED THIS 9th DAY OF December 2021

[Signature] Name and Title
[Signature] Name and Title
[Signature] Name and Title

CERTIFICATION

I, Annay G. Benny, duly appointed Chancery Clerk +
of Clay County MS, do hereby certify that the above is a true
Title Clerk of Board

and correct copy of a resolution passed and approved by the Board of Supervisors
of Clay County on the 9th day of December 2021
Date 12/9/2021 Signature [Signature]
Governing Body

EXHIBIT I



STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER: FEMA- 4598 -DR-MS

APPLICANT FIPS #: 025-99025-00

APPLICANT NAME: CLAY COUNTY

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency (MEMA) and the undersigned State Agency, political subdivision of the State, private nonprofit organizations, or authorized tribal organizations (Applicant). This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referenced disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is responsible for all costs determined to be ineligible or unreasonable by FEMA and/or MEMA. The Applicant is also responsible for the repayment of any de-obligations recommended by the DHS OIG and agreed upon by FEMA. Should the funds not be returned to the State in a reasonable time frame, then collection of such funds will be handed over to the State Auditor for action.
5. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNPs who are responsible for the entire 25% non-federal share.
6. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
7. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB Super Circulars and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
8. The Applicant shall provide Quarterly Reports to the State which indicates the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
9. The Applicant shall comply with the Single Audit Amendments of 1996 under the Code of Federal Regulations Part 200 – Super Circular: Subsection 200.501. The Applicant shall provide copies of every audit report issued on the entity at the time of its receipt by the entity to the Governor's Authorized Representative.
10. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
11. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.

12. The Applicant acknowledges that it is the Applicant's responsibility to ensure all Federal, State, and local laws, regulations, rules and guidelines applicable to any FEMA grant program are adhered to. If said laws, regulations, rules and guidelines are not adhered to, responsibility for noncompliance is the Applicants.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44 CFR Part 18, New Restrictions of Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The Applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for other approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44 CFR Part 206.
25. The Applicant shall first endeavor to settle any controversy or claim arising from or relating to this Agreement, or the breach thereof, directly with the Executive Director of MEMA, or designated representative, before exhausting any other remedies or appeals to other governing authorities.

Certifying Official (Cannot be the Applicant Agent):

Shelton L. Deans
NAME (Print)

Shelton L. Deans
SIGNATURE

12/9/2021
~~12/6/2021~~
DATE

Applicant Agent:

Torrey J Williams
NAME (Print)

Torrey J. Williams
SIGNATURE

12/6/2021
DATE

MEMA Only

Governor's Authorized Representative:

Stephen McCraney, Executive Director
NAME

SIGNATURE

DATE

EXHIBIT J

**Notice of Intent
HAZARD MITIGATION GRANT PROGRAM (HMGP)
Mississippi Emergency Management Agency**

The purpose of this form is to establish your community's interest in the HMGP and to identify projects that are priority for your jurisdiction to reduce or eliminate future emergency or disaster costs.

NAME/ADDRESS OF JURISDICTION:

COUNTY OF CLAY
815 COURT ST
WEST POINT, MS 39773

BASIS OF ELIGIBILITY:

State Gov't Indian Tribe
X Local Gov't Other
Private Non-profit Organization

COUNTY OF JURISDICTION CLAY

POINT OF CONTACT TORREY WILLIAMS **PHONE NUMBER** 662-494-2088

EMAIL TWILLIAMS@WPNET.ORG

1. **Brief Description of Problem:** County units are not able to interact with each other as well as with other departments. No interoperability within the county fire departments not to mention with outside agencies. Passing of information is slow and almost nonexistent. Responders and citizens are in danger to be hurt or killed because of lack of real-time information, no interoperability or signaling.

2. **Brief Description of Project:** To provide 70 P25/NFPA compliant radios to county fire departments for response and interoperability.

3. **Is the project consistent with your Local Hazard Mitigation Plan risk assessment, goals and actions?** Yes No **Identify its location in plan by page and section.** _____

ES- 6 ANNEX D PG D:67

4. **Estimation of Cost:** \$175,000.00

5. **Source of Local Share:** GENERAL FUNDS

System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.

All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

DISTRICT ONE CLAY COUNTY VOLUNTEER FIRE DEPARTMENT

Information current from SAM.gov as of: **01/02/2022**

UEI-EFTI: **N4GTE6ZPJKN5**

DUNS (includes DUNS+4): **021470486**

Employer Identification Number (EIN): **570907035**

Organization legal name: **NORTHEAST CLAY COUNTY AREA VOLUNTEER FIRE DEPARTMENT, INC.**

Organization (doing business as) name: **DISTRICT ONE CLAY COUNTY VOLUNTEER FIRE DEPARTMENT**

Mailing address: **595 NORTHWOOD FOREST RD WEST POINT, MS 39773-**

Physical address: **3273 E HAZELWOOD RD WEST POINT, MS 39773-**

Is your organization delinquent on any federal debt? **N**

SAM.gov registration status: **Active as of 04/25/2021**

We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date

Applicant information

Please provide the following additional information about the applicant.

Applicant name **Clay County Volunteer Fire Departments - Regional**

Main address of location impacted by this grant

Main address 1 **Clay County**

Main address 2 **PO BOX 815**

City	West Point
State/territory	MS
Zip code	39773
Zip extension	2954
In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?	Clay

Applicant characteristics

The Assistance to Firefighters Grants Program's objective is to provide funding directly to fire departments and nonaffiliated EMS organizations or a State Fire Training Academy for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. Please review the Notice of Funding Opportunity Announcement (NOFO) for information on available program areas and for more information on the evaluation process and conditions of award.

Please provide the following additional information about the applicant.

Applicant type: **Fire Department/Fire District**

Is this grant application a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region. **Yes**

What kind of organization do you represent? **All Volunteer**

Please explain how this request benefits other organizations.

The acquisition of the requested radio equipment will benefit the other organizations by placing radios in the hands of the active members to have real time communications between all departments and dispatch. This will also alert stations and personnel for a call for service. This will also increase our mutual aid capabilities, by knowing who and what type of equipment will be needed at a scene. All in-county departments will be able to share real time information as well as with the surrounding county agencies as well as the state. This will also allow 9-1-1 to receive real time man-down or emergency call data. The shortage of volunteer firefighters and the coronavirus has placed a strain on the number of

firefighters that are responding to any incident. Having the man-down or emergency call data enhances the firefighter's personnel accountability reporting for units responding or on scene.

Per the Notice of Funding Opportunity, do you have a Memorandum of Understanding (MOU) or equivalent document in place? **Yes**

Please attach your MOU or equivalent document (optional):

Filename	Date uploaded	Uploaded by	Label	Description	Action
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How many regional partners will directly participate in this project? **7**

Please list each participating agency by name along with a point of contact (POC), to include a phone number. All regional participants must be eligible as defined by the Notice of Funding Opportunity.

Participating organization name	POC first name	POC last name	Phone number	Phone number extension	EIN
Tibbee VFD	Danny	Ivey	6624942341		*****
Montpelier VFD	Benjamin	Cliett	6624560888		*****
UNA VFD	Barry	Smitherman	6624564562		*****
Pheba VFD	Phillip	Bingham	6623260500		*****
Central Clay VFD	Ren	Massey	6624941500		*****
South East Clay VFD	Jason	Alsobrooks	6628541441		*****
North East Clay County VFD	Torrey	Williams	6622955278		*****

How many active firefighters does your region have who perform firefighting duties? This is the combined personnel of all departments/agencies included in this application. **82**

How many of the active firefighters in your region are trained to the level of Firefighter I or equivalent? **38**

How many of the active firefighters in your region are trained to the level of Firefighter II or equivalent? **10**

Are you requesting training funds in this application to bring 100% of the firefighters in your region into compliance with NFPA 1001? **No**

Which of the following standards does your organization meet regarding physicals? If physicals are not required then do not select any option. (optional)

Meets NFPA or 1582 standard

Meets NTSB or DOT standard

Meets State/Local standard

How many members in your region are trained to the level of EMR or EMT, Advanced EMT or Paramedic? **17**

Do the departments in your region have a Community Paramedic program? **No**

Do the departments in your region have a Community Paramedic program? **No**

How many stations are in your region? **10**

Does your region protect critical infrastructure of the state? **Yes**

Please describe the critical infrastructure protected below.

Along with protecting the critical infrastructure of the state which are; the radio network tower and equipment for the statewide radio and information sharing system, major TVA energy substations and transmission lines, four State Highways, Natchez Trace Parkway and US Hwy 45 Alt, we also protect large gas pipelines that travel throughout the county, private sector communications, numerous drinking water supplies, large swine farms, US Corp of Engineer Recreational and Boating Areas, Tennessee Tombigbee River Water and its high barge travel, County owned Port on the Tennessee Tombigbee River and hazardous storage, miles of railroad tracks and two spurs, testing site for the MRAP Military vehicles, tire manufacturing plant, TV Station Tower, several cellular towers, Columbus Airforce Base training airspace and the regional land-field. We also assist with protecting

infrastructures on our boarders which include the Columbus Airforce Base.

Do all departments in this request report to NFIRS? **Yes**

Please enter the FDIN/FDID of the host department. **13003**

Do you offer live fire training? **Yes**

What is the total number of live fire training exercises conducted per year on average? **1**

Operating budget

What is your organizations operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) dedicated to expenditures for day-to-day activities for the current (at time of application) fiscal year, as well as the previous two fiscal years?

Current fiscal year: **2022**

Fiscal Year	Operating budget
2022	\$70,244.00
2021	\$65,650.00
2020	\$72,828.00

What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)? **0**

What percentage of the declared operating budget is derived from the following	2022	2021	2020
Taxes	98	98	98
Bond issues	0	0	0
EMS billing	0	0	0

What percentage of the declared operating budget is derived from the following	2022	2021	2020
Grants	0	0	0
Donations	1	1	1
Fund drives	1	1	1
Fee for service	0	0	0
Other	0	0	0
Totals	100 %	100 %	100 %

Describe your financial need and how consistent it is with the intent of the AFG Program. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.

We have been denied grant funding on several attempts. We have conducted fundraisers, but those limited funds go toward the lack of adequate funding for maintenance, fuel, and firefighting protective equipment. Clay County has seen a 8% decrease in population between 2010 and 2021. There are approximately 9,342 housing units at an average density of 22 per square mile. The median household income is \$31,833 and the per capita income is \$20,599. 21.5 % of the population is below the poverty line. With limited financial resources, the Clay County Board of Supervisors is able to budget only \$30,000 annually to be divided equally among all seven (7) rural volunteer fire departments. The Volunteer Fire Departments' intent is to utilize the Assistance to Firefighters Grant (AFG) to enhance the safety of the public and firefighters with respect to fire and fire-related hazards.

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver?

No

Applicant and community trends

Please provide the following additional information about the applicant.

Injuries and fatalities	2021	2020	2019
What is the total number of line of duty member fatalities in your region over the last three calendar years?	0	0	0
What is the total number of line of duty member injuries in your region over the last three calendar years?	0	0	0
What is the total number of members with self-inflicted fatalities over the last three years?	0	0	0

How many vehicles does your organization have in each of the type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.



Seated riding positions

The number of seated riding positions must be equal or greater than the total number of frontline and reserve apparatus. If there are zero frontline and zero reserve apparatus, the number of seated riding positions must be zero..

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface.	10	4	36
Ambulances for transport and/or emergency response.	0	0	0
Tankers or tenders (water capacity of 1,000 gallons or more).	7	3	28
Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint.	0	0	0
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine.	2	1	8
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit.	0	0	0

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle.	0	0	0

How many ALS Response vehicles are in your fleet? **0**

Are the organizations in your region facing a new risk, expanding service to a new area, or experiencing an increased call volume? **Yes**

Please describe the critical infrastructure protected below. **Fire Department/Fire District**

Please explain how your department is facing a new risk, expanding service to a new area, or experiencing an increased call volume. **A big risk is the decreasing number of responding volunteer firemen while the county is experiencing an increase in more industrial development. This results in more people commuting on the highways, along with more commodities being moved by road, rail and waterway. There are more people and children staying at home due to the coronavirus, which leads to increasing home fire risks.**

Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served **County**

What type of community does your organization serve? **Rural**

What is the square mileage of your first due response zone/jurisdiction served? **400**

What percentage of your primary response area is for the following: **Percentage (must sum to 100%)**

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Agriculture, wildland, open space, or undeveloped properties	40
Commercial and industrial purposes	20
Residential purposes	40
Total	100

What is the permanent resident population of your first due response zone/jurisdiction served? **9400**

Do you have a seasonal increase in population? **No**

Please describe your organization and/or community that you serve. **Clay County, Mississippi, one of the State's more rural counties, has a total area of 416 square miles and a population of 18,636 according to the 2021 Census. The City of West Point, with a population of 11,034, is the county seat and has their own municipal fire department and consequently is not a part of this application. There are no other municipalities in Clay County, however there are several smaller unincorporated towns and communities such as Cedar Bluff, Pheba, Montpelier, Abbott, Griffith, Una, White Station, Union Star, Palo Alto, and Siloam just to name a few. With the Tombigbee River (Tennessee Tombigbee Waterway) bordering the eastern side of the county, coupled with its railways and major highways, the county offers excellent transportation arteries to industry. Clay County, while rural in nature, has a slowly expanding industrial base, with a predominant agrarian economy. There are seven departments within the request of this grant. Each department is made up of a fire chief, assistant fire chief, safety, drivers, and firefighters. Each department is headed by the fire chief and the county fire organization is headed by the County Fire Coordinator. Each department is required to be compliant with state chartering and reporting requirements that is checked annually by the fire coordinator and county administrator. Departments mainly use state charter codes unless have applied for ein. Tibbee VFD – Supplied County EIN – Charter 535372 Montpelier**

VFD – Supplied County EIN – Charter 530235 Una
 Volunteer VFD – Supplied County EIN – Charter
 530040 Pheba VFD – Supplied County EIN –
 Charter 530049 Central Clay VFD – EIN Supplied –
 Charter 530039 SouthEast Clay VFD – Supplied
 County EIN – Charter 583331 North East Clay
 County VFD– Has EIN – Charter 569833

Call volume

Summary	2020	2019	2018
Fire - NFIRS Series 100	44	46	54
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	0	0	0
Rescue & Emergency Medical Service Incident - NFIRS Series 300	30	46	55
Hazardous Condition (No Fire) - NFIRS Series 400	0	1	3
Service Call - NFIRS Series 500	1	3	2
Good Intent Call - NFIRS Series 600	3	7	8
False Alarm & Falls Call - NFIRS Series 700	5	5	8
Severe Weather & Natural Disaster - NFIRS Series 800	3	1	0
Special Incident Type - NFIRS Series 900	0	1	1
Total	86	110	131

Fire

How many responses per year per category?	2020	2019	2018
"Structure Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 111-120)	32	25	24
"Vehicle Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 130-138)	5	8	11

How many responses per year per category?	2020	2019	2018
"Vegetation Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 140-143)	7	13	19
Total	44	46	54
Total acreage per year	2020	2019	2018
Total acreage of all vegetation fires	9	31	88

Rescue and emergency medical service incidents

How many responses per year per category?	2020	2019	2018
"Motor Vehicle Accidents" (Of the NFIRS Series 300 calls, NFIRS Codes 322-324)	10	16	13
"Extrications from Vehicles" (Of the NFIRS Series 300 calls, NFIRS Code 352)	0	0	1
"Rescues" (Of the NFIRS Series 300 calls, NFIRS Code 300, 351, 353-381)	0	0	1
EMS-BLS Response Calls	0	0	0
EMS-ALS Response Calls	0	0	0
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0
Community Paramedic Response Calls	0	0	0
Total	10	16	15

Mutual and automatic aid

How many responses per year per category?	2020	2019	2018
Amount of times the organization received Mutual Aid	6	9	8
Amount of times the organization received Automatic Aid	4	1	7

How many responses per year per category?	2020	2019	2018
Amount of times the organization provided Mutual Aid	11	13	7
Amount of times the organization provided Automatic Aid	14	13	7
Of the Mutual and Automatic Aid responses, amount that were structure fires	13	1	1
Total	48	37	30

Grant request details

**Grant request details Grand total:
\$266,000.00**

Program area: Operations and safety

**Total requested for Equipment activity:
\$266,000.00**

Portable Radios (must be P-25 Compliant, limited to number of AFG approved seated positions)

QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
70	\$3,800.00	\$266,000.00	Equipment

DESCRIPTION

Portable Radio P25 Compliant, NFPA Compliant, Battery, Charger, belt-clip, programming. Compliant with state radio system, as well as mutual aid in county as well as our neighboring county agencies.

More Details for Portable Radios (must be P-25 Compliant, limited to number of AFG approved seated positions).

What is the purpose of this request?

Obtain equipment to achieve minimum operational and deployment standards for

existing missions

Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance.

Yes

Is your department trained in the proper use of the equipment being requested?

Yes

Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding).

No

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources?

Yes

More Details for Equipment.

Narrative

Project Description

The North East Clay County Volunteer Fire Department has agreed to be the lead applicant to request grant assistance to purchase needed communications equipment for all seven (7) Volunteer Fire Departments within Clay County. This critically needed communications equipment includes 70 portable radios, ten radios for each of the seven volunteer fire departments, at a unit price of \$3,800 per radio, for a project cost of \$266,000. The radio package includes P25 standard, battery charger, belt clip and programming. The portable radios are compliant with the statewide radio system used for response and mutual aid departments surrounding the county. The amount of money that is budgeted for each department, will not cover the costs for this much needed equipment. After expending for fuel, maintenance of vehicles, maintenance of stations, turnouts and scba to remain in complaint with OSHA 1910.156 Standards. The current method of

communication is antiquated and not even 1/6th of the personnel at each department has the communication equipment. This often poses risks for the men who volunteer in an effort to save lives. The rural nature of this county-wide system of operation emphasizes the critical necessity of this project. This project will assist us with being in compliant with OSHA 1910.156.c.4 . This will assist us with informing all responders of hazards in real-time that they need to be aware of when responding to an incident. In turn this allows them to make time critical decisions before arriving on scene to potentially expose themselves as well as a continued exposure to the public due to the delay or not having sufficient information to make a sound decision.

Cost/Benefit

Clay County's Volunteer Fire Departments' area of responsibility includes 416 square miles and a population of 9,600. The seven (7) Volunteer Fire Departments also have a Mutual Aid Agreement with the U.S. Department of Interior National Park Service to provide fire suppression along the Natchez Trace Parkway. Additionally, other Mutual Aid Agreements include the Columbus Air Force Base, U. S. Army Corp of Engineers for the Tennessee Tombigbee Waterway, and nearby East Mississippi Community College. Always willing to promote regional efforts and strengthen the capabilities of neighboring communities, these Clay County volunteer fire departments provide backup assistance to the rural portions of neighboring counties of Chickasaw, Lowndes, Monroe, Oktibbeha and Webster. The proposed total project of \$266,000 will purchase 70 radios (ten radios for each of the seven (7) volunteer fire departments) at a unit price of \$3,800 per radio. The benefits of this project are not limited to just the Clay County VFDs and their mutual aid partners. More importantly are the citizens who need fire fighting and rescue assistance. A properly equipped department is critical in mitigating potential catastrophes at a time when mere minutes could mean the difference in life and death along with coming to compliance with OSHA standards 1910.156.

Sending firemen, not sufficiently equipped to safely respond to the risk, poses a great, life-threatening liability to those who volunteer. The lack of an adequate means of communication causes vulnerability to the responders as well as citizens of the community. Acquisition of new radios will afford safety and reduce vulnerability of those who risk their lives with each response. In case of a catastrophic event, (i.e. fire, explosives, or entrapments) every minute could count in saving the life of a fireman and citizens. Good communications with the firefighters as they attack the situation at hand is imperative in order to make the job as safe and secure as possible.

Statement of Effect

The current situation poses a serious safety hazard for the residents of Clay County and surrounding rural areas but more importantly, endangers the lives of the men who volunteer. In addition to the devastating loss of property and personal possessions, without adequate fire protection, the odds of losing lives are increased dramatically. Funding of this project will provide Clay County with up-to-date communication equipment, which will allow for the provision of a higher level of fire protection for the citizens of the county and surrounding area. Fully functional radios, which do not currently exist, will be provided to protect the lives of volunteers and enhance their ability to accurately respond in a timely manner. The communication equipment will be used for signaling of a call, during the call, and after. The national trend of citizen deaths are up according to the US Fire Administration Statistics, and this also placed Mississippi as being one of 4 states having the most deaths per million in 2018. Now with more people and children being at home because of the coronavirus the number of deaths and incidents increase. Also, according to the US Fire Administration publication, over half of fatalities in 2018 were volunteer firemen. The 2018 publication is the latest publication from the US Fire Administration. OSHA standard 1910.156 states that responders must be provided information on hazards on scene. This will allow us to give those hazards gathered

during the call taking process to reduce the risk of responders. The responders can make decisions while on the way and have mutual aid or additional equipment dispatched faster which decreases the amount of damage and possibly injury and loss of life. The departments will be able to grow and expand in their efforts to protect lives and property. Also, providing a basic element of infrastructure, such as firefighting equipment, will assist the area in attracting new industry, thus improving the quality of life for the area's residents.

Grant request summary

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update as you change the items within your grant request details.

Grant request summary

Activity	Number of items	Total cost
Equipment	1	\$266,000.00
Total	1	\$266,000.00

Is your proposed project limited to one or more of the following activities : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

No

Please download the EHP Screening form available at <https://www.fema.gov/media-library/assets/documents/90195>. Once you have been awarded the grant and have accepted the award, please complete and send your screening form and attachments to GPDEHPinfo@fema.dhs.gov.

Filename	Date uploaded	Uploaded by	Label	Description	Action
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Budget summary

Budget summary

Object class categories	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$266,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Total direct charges	\$266,000.00
Indirect charges	\$0.00
TOTAL	\$266,000.00
Non-federal resources	
Applicant	\$12,666.67
State	\$0.00
Other sources	\$0.00
Remarks	
Total Federal and Non-federal resources	
Federal resources	\$253,333.33
Non-federal resources	\$12,666.67
TOTAL	\$266,000.00
Program income	\$0.00

Contact information

No

Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

BJ McClenton
Fire Coordinator

Primary phone
6624251185
Mobile

Additional phones
6624945731
Work

Fax

bjmcclenton@gmail.com

Assurance and certifications

OMB number: 4040-0007, Expiration date: 02/28/2022 [View burden statement](#)

SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007
Expiration Date: 02/28/2022

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to

- ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act

- of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
 19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Certifications regarding lobbying

OMB Number: 4040-0013

Expiration Date: 02/28/2022

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OMB number: 4040-0013, Expiration date: 02/28/2022 [View burden statement](#)

SF-LLL: Disclosure of Lobbying Activities

OMB Number: 4040-0013

Expiration Date: 02/28/2022

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL.

Notice of funding opportunity

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible, and can be completed within the award's Period of Performance (POP).

Accuracy of application

I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, enforcement actions taken against an existing award pending investigation or review, or referral to the DHS Office of Inspector General.

Authorized Organizational Representative for the grant

By signing this application, I certify that I understand that inputting my password below signifies that I am the identified Authorized Organization Representative for this grant. Further, I understand that this electronic signature shall bind the organization as if the application were physically signed and filed.

Authorization to submit application on behalf of applicant organization

By signing this application, I certify that I am either an employee or official of the applicant organization and am authorized to submit this application on behalf of my organization; or, if I am not an employee or official of the applicant organization, I certify that the applicant organization is aware I am submitting this application on its behalf, that I have written authorization from the applicant organization to submit this application on their behalf, and that I have provided contact information for an employee or official of the applicant organization in addition to my contact information.

EXHIBIT K

Notice of Intent
HAZARD MITIGATION GRANT PROGRAM (HMGP)
Mississippi Emergency Management Agency

The purpose of this form is to establish your community's interest in the HMGP and to identify projects that are priority for your jurisdiction to reduce or eliminate future emergency or disaster costs.

NAME/ADDRESS OF JURISDICTION:

BASIS OF ELIGIBILITY:

COUNTY OF CLAY

 State Gov't Indian Tribe

815 COURT ST

 X Local Gov't Other

WEST POINT, MS 39773

 Private Non-profit Organization

COUNTY OF JURISDICTION CLAY

POINT OF CONTACT TORREY WILLIAMS **PHONE NUMBER** 662-494-2088

EMAIL TWILLIAMS@WPNET.ORG

1. **Brief Description of Problem:** Outdoor sirens are needed throughout the county in areas where cluster of people are located. The area needs redundant means of notifications. A lot of the areas do not have cellular signals and not able to get warnings and notifications. Some areas are in trailer parks and low income.

2. **Brief Description of Project:** To provide more coverage areas with outdoor sirens in the county. To provide 5 sirens for notification in the areas to give early notifications to citizens within the areas.

3. **Is the project consistent with your Local Hazard Mitigation Plan risk assessment, goals and actions? Yes** **No** **Identify its location in plan by page and section.** ACTION ES-3 ANNEX D PG D:67

4. **Estimation of Cost:** \$140,000.00

5. **Source of Local Share:** GENERAL FUNDS

EXHIBIT L



West Point - Clay County Emergency Management Agency

Post Office Box 1117
2392 W Church Hill
West Point, Mississippi 39773



Torrey J Williams, Director

(662) 494-2088 (Office) * (662) 295-5278 (Cell) * (662) 494-2105 (Fax)

twilliams@wpnet.org

November 2021

Rainfall

The amount of rainfall for the month was approximately 0.63"

Temperature

The average temperature for the month taken at 6:30 a.m. was 41 degrees.

<u>Vehicle</u>	<u>Mileage</u>
EMA	27X,XXX
AMBU	

Monthly Overview:

EMA

- CSPIRE/AT&T Meeting
- Support Vaccine Events
- FEMA Project Extension Requests Submitted
- State EOC Roll-Call
- MCDEMA Conference
- DR4598 Winter Storm
- Determination Memo Received Storm Water Drainage – DR-4536
- Determination Memo Received Water Outages – DR-4598
- Explore Hazard Mitigation Grant
 - o City – Tornado Sirens, Generator, Drainage Projects,
 - o County – Tornado Sirens, Generator, Culverts,
- Exploring Rail Road Grant
- Exploring USDA Grant
- Exploring MEMA Grant Opportunities
- Set Various Emergency Services Function Meetings
- FEMA Appeals workups
- MSWIN Coverage Meetings
- Integrated Communications Meeting

On-Going Meetings

- Once a Week
 - o National Weather Service
 - o MEMA/MSDH Meeting
- Monthly
 - o ESF#8 Healthcare Facilities Update
 - o 4478DR-MS City
 - o 4478DR-MS County
 - o 4538DR-MS City
 - o 4538DR-MS County
 - o 4598DR-MS City
 - o 4598DR-MS County

123.5 Comp
41 Sick
25 Vac

Fire Admin Assistant

- Personnel Files Update and Overhaul Continued
- Vacation/Sic Calendars Update
- Payroll Error Meeting X2
- Workman Comp Claim Follow-up
- Solicit Bids Fireman Uniform Order
- Payroll Submit
- Grants Follow-up
- Water Usage Paperwork Submitted
- Employee Status Update X4
- Resume Quality Control Report

911

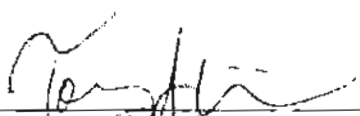
- Battery Backups Installed
- Exploring Address Signs Grant
- Exploring Address Signs Ordinance
- Recorder Ordered
- NG911 Equipment Receiving (TEXT-2-911) (System Refresh)
- Meeting with Caliber/Motorola CAD
- CSPIRE Visit

3,180 August CADS
5,392 - August Phone
18,165 - August Radio Transmissions
13 - New or Readdressed Structures
141 - EMS Covid Runs

3,472 - September CADS
4,244 - September Phone
13,528 - September Radio Transmissions
28 - New or Readdressed Structures
48 - EMS Covid Runs

3,045 - October CADS
9,448 - October Phone
18,902 - October Radio Transmissions
14 - New or Readdressed Structures
10 - EMS Covid Runs

3,239 - November CADS
5,521 - November Phone
17,665 - November Radio Transmissions
18 - New or Readdressed Structures
8 - EMS Covid Runs



Torrey J Williams, Director
West Point Clay County EMA

FEMA PA CODE
025-79120-00

NAME
West Point, City of

TYPE
City or Township Government

SECTOR
-

STATUS
Eligible

RPA DECISION DATE
07/12/2021 10:15 AM CDT

RSM COMPLETION DATE
07/23/2021 01:26 PM CDT

DAMAGE INVENTORY DEADLINE
09/21/2021

PROCESS STEP
Pending Grant Completion

As of July 23rd, 2021 1:26 PM CDT

Event Information

JOB #
4598DR

EVENT NAME
4598DR-MS

EVENT TYPE
Disaster

INCIDENT TYPE
Winter Storm

INCIDENT LEVEL
3

INCIDENT START DATE
February 11, 2021

INCIDENT END DATE
February 19, 2021

DECLARATION DATE
May 4, 2021

DECLARED COUNTIES
Clay County - July 7th, 2021

FIXED COST OFFER DECLARATION-WIDE
DEADLINE
November 4, 2022

PROJECTS:

CAT B – Protective Measures - \$22,497.44 \$16,873.08

CAT E – McClure Building - COST BEING DETERMINED (Request For Information Issued)

CAT F – Electric Department - \$16,788.03 \$12,591.03

CAT F – Water Department – NO INFORMATION SUBMITTED (DETERMINATION MEMO ISSUED)

CAT Z – Administrative Costs – \$1,964.27 \$1,964.27 (Not Finished Calculating) (5% Costs)

Total Expected As of 11/26/21: \$31,428.38

After Audit: \$4,910.68 (12.5% of Costs)

Total Expect Recovered: \$ --- (To Be Determined)

Event Information

FEMA PA CODE
025-99025-00

NAME
Clay (County)

TYPE
County Government

SECTOR
--

STATUS
Eligible

RPA DECISION DATE
07/12/2021 09:20 AM CDT

RSM COMPLETION DATE
07/23/2021 11:37 AM CDT

DAMAGE INVENTORY DEADLINE
09/21/2021

PROCESS STEP
Pending FEMA RTM Completion

As of November 22nd, 2021 8:06 AM CST

JOB #
4598DR

EVENT NAME
4598DR-MS

EVENT TYPE
Disaster

INCIDENT TYPE
Winter Storm

INCIDENT LEVEL
3

INCIDENT START DATE
February 11, 2021

INCIDENT END DATE
February 19, 2021

DECLARATION DATE
May 4, 2021

DECLARED COUNTIES
Clay County - July 7th, 2021

FIXED COST OFFER DECLARATION-WIDE
DEADLINE
November 4, 2022

PROJECTS:

CAT B – Protective Measures - \$40,381.96 \$30,286.47

CAT Z – Administrative Costs - \$2,019.10 (5%) \$2,019.10 (5%)

Total Expected: \$32,305.57

After Audit: \$5,047.74

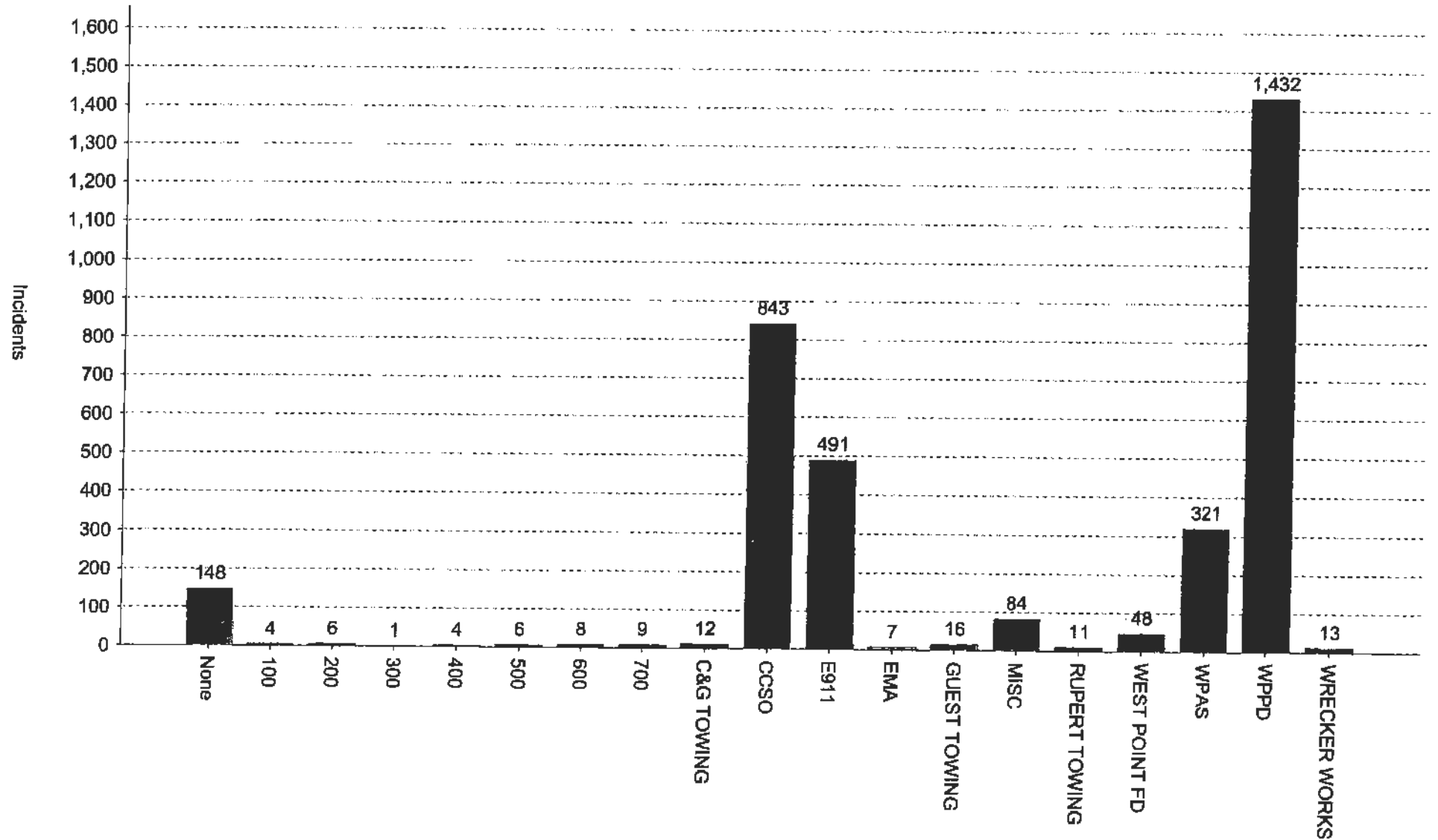
Total Expect Recovered: \$37,353.31



CAD Statistics - Graph by Unit Org

Print Date: 03-Dec-21
Print Time: 09:18:31 AM
User Name: twilliams

Incidents Created From: 01-Nov-21 00:00:00 AM To: 30-Nov-21 23:59:59 PM



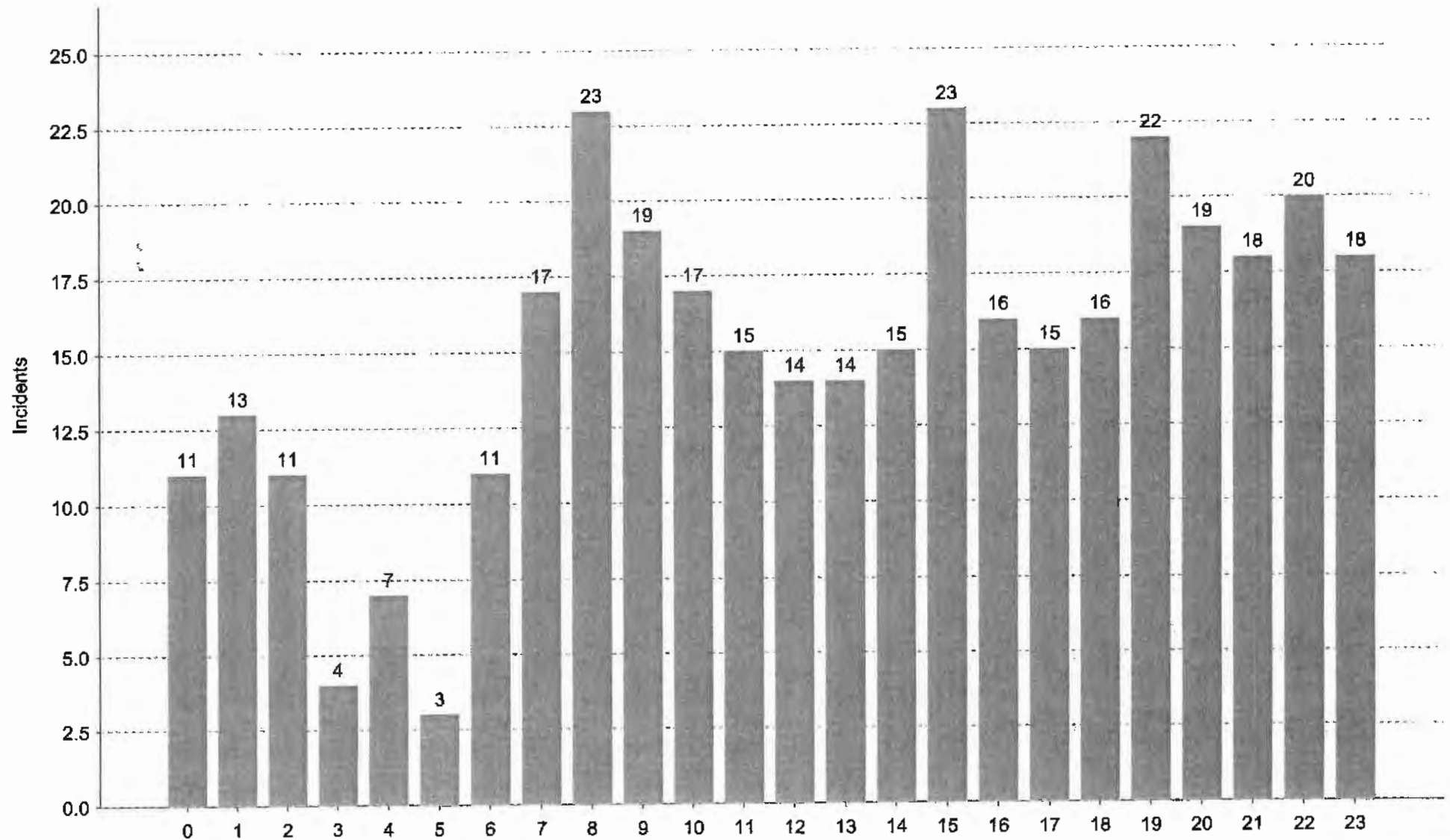
518



CAD Statistics - Graph by Hour of Day

Print Date: 03-Dec-21
Print Time: 09:16:31 AM
User Name: twilliams

Incidents Created From: 01-Nov-21 00:00:00 AM To: 03-Nov-21 23:59:59 PM



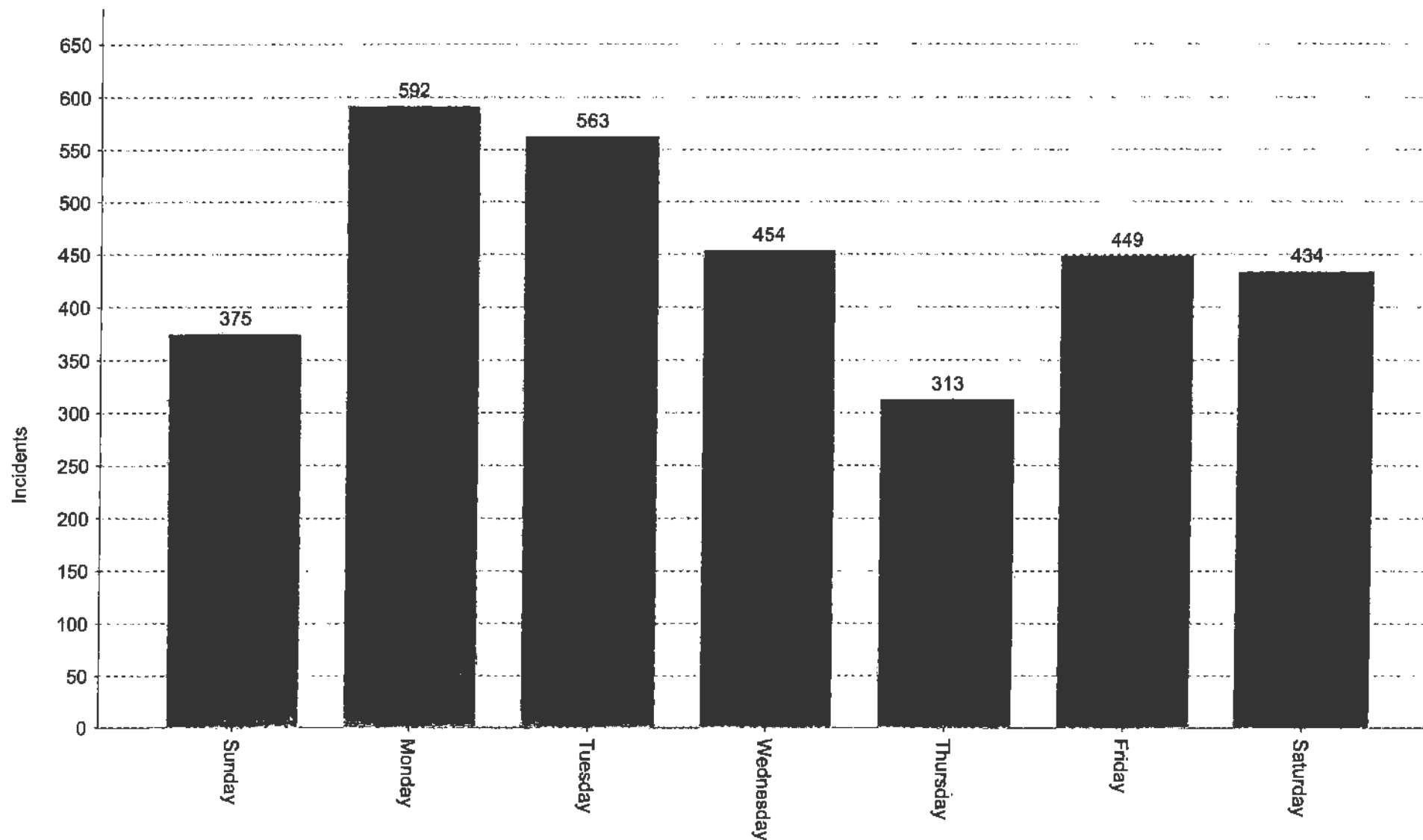
6150



CAD Statistics - Graph by Day of Week

Print Date: 03-Dec-21
Print Time: 09:15:00 AM
User Name: twilliams

Incidents Created From: 01-Nov-21 00:00:00 AM To: 30-Nov-21 23:59:59 PM



500



Type Total Report

Print Date: 03-Dec-21
Print Time: 09:22:06 AM
User Name: twilliams

Incidents Created From: 01-Nov-21 00:00:00 AM To: 30-Nov-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

Unit Org	Event	Event Description	Type Count
100	ALARM FIRE	ALARM FIRE	2
100	FIRE CONTROL BURN	FIRE CONTROL BURN	2
Type Count -100:			4
200	ACC UNKNOWN INJURIES	ACCIDENT UNKNOWN INJURIES	2
200	ACC WITH INJURIES	ACCIDENT WITH INJURIES	2
200	FIRE CONTROL BURN	FIRE CONTROL BURN	1
200	FIRE OTHER	FIRE OTHER	1
Type Count -200:			6
300	FIRE DWELLING	FIRE DWELLING	1
Type Count -300:			1
400	ALARM FIRE	ALARM FIRE	2
400	FIRE GRASS BRUSH	FIRE GRASS BRUSH	2
Type Count -400:			4
500	ACC WITH FATALITY	ACCIDENT WITH FATALITY	1
500	ACC WITH INJURIES	ACCIDENT WITH INJURIES	2
500	DISTURBANCE	DISTURBANCE	1
500	FIRE CONTROL BURN	FIRE CONTROL BURN	1
500	FIRE DWELLING	FIRE DWELLING	1
Type Count -500:			6
600	ACC WITH INJURIES	ACCIDENT WITH INJURIES	1
600	ALARM FIRE	ALARM FIRE	1
600	AMB-BLEEDING	BLEEDING	1
600	FIRE AUTO	FIRE AUTO	1
600	FIRE CONTROL BURN	FIRE CONTROL BURN	1

521



Type Total Report

Print Date: 03-Dec-21
Print Time: 09:22:06 AM
User Name: twilliams

Incidents Created From: 01-Nov-21 00:00:00 AM To: 30-Nov-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

600	FIRE GRASS BRUSH	FIRE GRASS BRUSH	2	
600	SICK PATIENT	SICK PATIENT	1	
			Type Count -600:	8
700	ACC UNKNOWN INJURIES	ACCIDENT UNKNOWN INJURIES	1	
700	ALARM FIRE	ALARM FIRE	3	
700	FIRE CONTROL BURN	FIRE CONTROL BURN	3	
700	FIRE DEPT MEETING	FIRE DEPARTMENT MEETING	2	
			Type Count -700:	9
C&G TOWING	ACC NO INJURIES	ACCIDENT NO INJURIES	2	
C&G TOWING	ACC UNKNOWN INJURIES	ACCIDENT UNKNOWN INJURIES	2	
C&G TOWING	ACC WITH FATALITY	ACCIDENT WITH FATALITY	1	
C&G TOWING	ACC WITH INJURIES	ACCIDENT WITH INJURIES	1	
C&G TOWING	ASSIST MOTORIST	ASSIST MOTORIST OR STRANDED MOTORIST	1	
C&G TOWING	OFFICER NEEDED	OFFICER NEEDED	1	
C&G TOWING	TS	TRAFFIC STOP	4	
			Type Count -C&G TOWING:	12
CCSO	911HANGUP	911 HANGUP	2	
CCSO	911NODISPATCH	911 NO DISPATCH	4	
CCSO	911OPENLINE	911 OPEN LINE	2	
CCSO	ABANDONEDVEHICLE	ABANDONED VEHICLE	9	
CCSO	ACC HIT&RUN	ACCIDENT HIT & RUN	1	
CCSO	ACC NO INJURIES	ACCIDENT NO INJURIES	23	
CCSO	ACC UNKNOWN INJURIES	ACCIDENT UNKNOWN INJURIES	5	
CCSO	ACC WITH FATALITY	ACCIDENT WITH FATALITY	1	
CCSO	ACC WITH INJURIES	ACCIDENT WITH INJURIES	8	
CCSO	ALARM BUSINESS	ALARM BUSINESS	4	

522



Type Total Report

Print Date: 03-Dec-21
Print Time: 09:22:06 AM
User Name: twilliams

Incidents Created From: 01-Nov-21 00:00:00 AM To: 30-Nov-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

Unit Org	Event	Event Description	Type Count
CCSO	ALARM FIRE	ALARM FIRE	4
CCSO	ALARM RESIDENTIAL	ALARM RESIDENTIAL	11
CCSO	AMB-BLEEDING	BLEEDING	1
CCSO	AMB-FALL	FALL	1
CCSO	AMB-POSS MENTAL PATIENT	POSSIBLE MENTAL PATIENT	2
CCSO	AMB-UNRESPONSIVE NOT BREATHING	UNRESPONSIVE NOT BREATHING	4
CCSO	ANIMAL BITE	ANIMAL BITE	1
CCSO	ANIMAL LOST STOLEN	ANIMAL LOST STOLEN	1
CCSO	ANIMAL MISC	ANIMAL MISC	7
CCSO	ANIMAL NEAR ROAD	ANIMAL NEAR ROAD	12
CCSO	ANIMAL STRAY	ANIMAL STRAY	4
CCSO	AREA CHECK	AREA CHECK	52
CCSO	ASSIST AGENCY	ASSIST OTH AGENCY	4
CCSO	ASSIST CITIZEN	ASSIST CITIZEN	2
CCSO	ASSIST MOTORIST	ASSIST MOTORIST OR STRANDED MOTORIST	14
CCSO	BOLO	BOLO	6
CCSO	BUILDING CHECK	BUILDING CHECK	254
CCSO	BURGLARY BUSINESS	BURGLARY BUSINESS	1
CCSO	BURGLARY DWELLING	BURGLARY DWELLING	3
CCSO	BURGLARY AUTO	BURGLARY FROM AN AUTO	1
CCSO	CARELESS DRIVING	CARELESS DRIVING	2
CCSO	CIVIL MATTER	CIVIL MATTER	5
CCSO	COMMITMENT ORDER	COMMITMENT ORDER	2
CCSO	CORONER NEEDED	CORONER NEEDED	6
CCSO	DISTURBANCE	DISTURBANCE	14
CCSO	DISTURBANCE DOMESTIC	DISTURBANCE DOMESTIC	1

523



Type Total Report

Print Date: 03-Dec-21
Print Time: 09:22:06 AM
User Name: twilliams

Incidents Created From: 01-Nov-21 00:00:00 AM To: 30-Nov-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

CCSO	DISTURBANCE MUSIC	DISTURBANCE MUSIC	2
CCSO	DISTURBANCE OTHER	DISTURBANCE OTHER	15
CCSO	DISTURBANCE WEAPON	DISTURBANCE WEAPON	2
CCSO	ESCORT FUNERAL	ESCORT FUNERAL	3
CCSO	ESCORT GENERAL	ESCORT GENERAL	1
CCSO	FIGHT	FIGHT	1
CCSO	FIRE AUTO	FIRE AUTO	1
CCSO	FIRE DWELLING	FIRE DWELLING	1
CCSO	FIRE GRASS BRUSH	FIRE GRASS BRUSH	2
CCSO	FRAUD SCAM	FRAUD SCAM	5
CCSO	GUNSHOTS HEARD	GUNSHOTS HEARD	2
CCSO	HARASSMENT	HARASSMENT	3
CCSO	HARASSMENT TELEPHONE	HARASSMENT TELEPHONE	1
CCSO	HOUSE CHECK	HOUSE CHECK	6
CCSO	IDENTITY THEFT	IDENTITY THEFT	2
CCSO	ILLEGAL DUMPING	ILLEGAL DUMPING	5
CCSO	LOST-STOLEN ITEM	LOST-STOLEN ITEM	2
CCSO	NCIC DL	NCIC DL	3
CCSO	NCIC TAG	NCIC TAG	58
CCSO	OFFICER NEEDED	OFFICER NEEDED	43
CCSO	OVERDOSE	OVERDOSE	1
CCSO	PROWLER PEEPING TOM	PROWLER PEEPING TOM	1
CCSO	ROAD BLOCKED	ROAD BLOCKED OBJ IN ROAD	1
CCSO	ROAD CHECK	ROAD CHECK	8
CCSO	SAFETY CHECKPOINT	SAFETY CHECKPOINT DETAIL	2
CCSO	SERVING WARRANT	SERVING WARRANT	2
CCSO	SICK PATIENT	SICK PATIENT	2
CCSO	SPEAK TO OFFICER	SPEAK TO OFFICER	1

524



Type Total Report

Print Date: 03-Dec-21
Print Time: 09:22:06 AM
User Name: twilliams

Incidents Created From: 01-Nov-21 00:00:00 AM To: 30-Nov-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

Unit Org	Event	Event Description	Type Count
CCSO	SUICIDE THREATENED	SUICIDE THREATENED	2
CCSO	SUSPICIOUS ACTIVITY	SUSPICIOUS ACTIVITY	12
CCSO	SUSPICIOUS VEHICLE	SUSPICIOUS VEHICLE	17
CCSO	TAG LOG	TAG LOG	3
CCSO	TELEPHONE MESSAGE	TELEPHONE MESSAGE	7
CCSO	THEFT	THEFT	8
CCSO	THEFT AUTO	THEFT AUTO	3
CCSO	THREATS	THREATS	1
CCSO	TRANSPORT	TRANSPORT	19
CCSO	TREE DOWN	TREE DOWN	1
CCSO	TS	TRAFFIC STOP	109
CCSO	UNAUTHORIZE USE VEHICLE	UNAUTHORIZE USE VEHICLE	1
CCSO	VANDALISM DWELLING	VANDALISM DWELLING	1
CCSO	VANDALISM VEHICLE	VANDALISM VEHICLE	2
CCSO	WELFARE CHECK	WELFARE CHECK	8
			Type Count -CCSO: 844
E911	911HANGUP	911 HANGUP	39
E911	911NODISPATCH	911 NO DISPATCH	310
E911	911OPENLINE	911 OPEN LINE	14
E911	911TEST	911 TEST CALL	58
E911	911TRANSFER TO OTHER AGENCY	911 TRANSFER TO OTHER AGENCY	38
E911	ACC WITH INJURIES	ACCIDENT WITH INJURIES	1
E911	ALARM BUSINESS	ALARM BUSINESS	2
E911	ALARM FIRE	ALARM FIRE	1
E911	ALARM RESIDENTIAL	ALARM RESIDENTIAL	1
E911	AMB-TRANSFER OUT	AMB TRANSFER OUT OF COUNTY	1

016525



Type Total Report

Print Date: 03-Dec-21
Print Time: 09:22:06 AM
User Name: twilliams

Incidents Created From: 01-Nov-21 00:00:00 AM To: 30-Nov-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All



COUNTY				
E911	AREA CHECK	AREA CHECK		2
E911	ASSIST MOTORIST	ASSIST MOTORIST OR STRANDED MOTORIST		2
E911	BUILDING CHECK	BUILDING CHECK		1
E911	CARELESS DRIVING	CARELESS DRIVING		1
E911	CIVIL MATTER	CIVIL MATTER		1
E911	DISTURBANCE	DISTURBANCE		1
E911	ELECTRIC NEEDED	ELECTRIC NEEDED		1
E911	EQUIPMENT PROBLEM TELE	EQUIPMENT PROBLEM TELEPHONE		1
E911	FIGHT UNKNOWN WEAPONS	FIGHT UNKNOWN WEAPONS		1
E911	FRAUD SCAM	FRAUD SCAM		1
E911	HOUSE CHECK	HOUSE CHECK		1
E911	OFFICER NEEDED	OFFICER NEEDED		2
E911	PARKING VIOLATION	PARKING VIOLATION		1
E911	REPO	REPO		7
E911	SICK PATIENT	SICK PATIENT		1
E911	SUSPICIOUS ACTIVITY	SUSPICIOUS ACTIVITY		1
E911	THEFT AUTO	THEFT AUTO		1
E911	TS	TRAFFIC STOP		1
E911	WATER DEPT NEEDED	WATER DEPT NEEDED		1
				Type Count -E911:
				493
EMA	911NODISPATCH	911 NO DISPATCH		1
EMA	911TEST	911 TEST CALL		1
EMA	ACC NON AUTO RELATED	ACCIDENT NON AUTO RELATED		1
EMA	ACC WITH FATALITY	ACCIDENT WITH FATALITY		1
EMA	DISTURBANCE	DISTURBANCE		1

0000526

For Official Use Only



Type Total Report

Print Date: 03-Dec-21
Print Time: 09:22:06 AM
User Name: twilliams

Incidents Created From: 01-Nov-21 00:00:00 AM To: 30-Nov-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

Unit Org	Event	Event Description	Type Count
EMA	EQUIPMENT PROBLEM TELE	EQUIPMENT PROBLEM TELEPHONE	1
EMA	WELFARE CHECK	WELFARE CHECK	1
Type Count -EMA:			7
GUEST TOWING	ACC NO INJURIES	ACCIDENT NO INJURIES	5
GUEST TOWING	ACC UNKNOWN INJURIES	ACCIDENT UNKNOWN INJURIES	2
GUEST TOWING	ACC WITH INJURIES	ACCIDENT WITH INJURIES	1
GUEST TOWING	ASSIST MOTORIST	ASSIST MOTORIST OR STRANDED MOTORIST	1
GUEST TOWING	OFFICER NEEDED	OFFICER NEEDED	1
GUEST TOWING	TS	TRAFFIC STOP	6
Type Count -GUEST TOWING:			16
MISC	911TRANSFER TO OTHER AGENCY	911 TRANSFER TO OTHER AGENCY	1
MISC	ACC NO INJURIES	ACCIDENT NO INJURIES	9
MISC	ACC NON AUTO RELATED	ACCIDENT NON AUTO RELATED	1
MISC	ACC UNKNOWN INJURIES	ACCIDENT UNKNOWN INJURIES	2
MISC	ACC WITH INJURIES	ACCIDENT WITH INJURIES	6
MISC	ALARM FIRE	ALARM FIRE	1
MISC	ALARM RESIDENTIAL	ALARM RESIDENTIAL	1
MISC	ANIMAL NEAR ROAD	ANIMAL NEAR ROAD	1
MISC	ASSIST AGENCY	ASSIST OTH AGENCY	2
MISC	ASSIST MOTORIST	ASSIST MOTORIST OR STRANDED MOTORIST	1
MISC	CARELESS DRIVING	CARELESS DRIVING	3
MISC	DISTURBANCE	DISTURBANCE	2
MISC	ELECTRIC NEEDED	ELECTRIC NEEDED	17
MISC	GAS CO NEEDED	GAS CO NEEDED	1
MISC	ILLEGAL DUMPING	ILLEGAL DUMPING	1

0527



Type Total Report

Print Date: 03-Dec-21
Print Time: 09:22:06 AM
User Name: twilliams

Incidents Created From: 01-Nov-21 00:00:00 AM To: 30-Nov-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

MISC	NCIC DL	NCIC DL	3
MISC	ROAD BLOCKED	ROAD BLOCKED OBJ IN ROAD	2
MISC	SERVING WARRANT	SERVING WARRANT	5
MISC	SUSPICIOUS VEHICLE	SUSPICIOUS VEHICLE	1
MISC	TELEPHONE MESSAGE	TELEPHONE MESSAGE	1
MISC	THEFT PROPERTY	THEFT PROPERTY	1
MISC	TREE DOWN	TREE DOWN	1
MISC	WATER DEPT NEEDED	WATER DEPT NEEDED	20
MISC	WATER LINE PROBLEM	WATER LINE PROBLEM	1

Type Count -MISC: 84

RUPERT TOWING	ACC NO INJURIES	ACCIDENT NO INJURIES	3
RUPERT TOWING	ACC UNKNOWN INJURIES	ACCIDENT UNKNOWN INJURIES	1
RUPERT TOWING	ACC WITH FATALITY	ACCIDENT WITH FATALITY	1
RUPERT TOWING	ASSIST MOTORIST	ASSIST MOTORIST OR STRANDED MOTORIST	1
RUPERT TOWING	OFFICER NEEDED	OFFICER NEEDED	1
RUPERT TOWING	TS	TRAFFIC STOP	4

Type Count -RUPERT TOWING: 11

WEST POINT FD	ACC NO INJURIES	ACCIDENT NO INJURIES	2
WEST POINT FD	ACC UNKNOWN INJURIES	ACCIDENT UNKNOWN INJURIES	6
WEST POINT FD	ACC WITH INJURIES	ACCIDENT WITH INJURIES	3
WEST POINT FD	ALARM FIRE	ALARM FIRE	10
WEST POINT FD	ALARM RESIDENTIAL	ALARM RESIDENTIAL	2
WEST POINT FD	AMB-ABDOMINAL PAIN	ABDOMINAL PAIN	1
WEST POINT FD	AMB-ALLERGIC REACTION	ALLERGIC REACTION	1
WEST POINT FD	AMB-BLEEDING	BLEEDING	1
WEST POINT FD	AMB-BREATHING	BREATHING PROBLEM	1

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525
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Type Total Report

Print Date: 03-Dec-21
Print Time: 09:22:06 AM
User Name: twilliams

Incidents Created From: 01-Nov-21 00:00:00 AM To: 30-Nov-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

Unit Org	Event	Event Description	Type Count
	PROBLEM		
WEST POINT FD	AMB-LIFT ASSIST	LIFT ASSIST	1
WEST POINT FD	AMB-TRANSFER IN COUNTY	AMB TRANSFER IN THE COUNTY	1
WEST POINT FD	ASSIST CITIZEN	ASSIST CITIZEN	1
WEST POINT FD	CARBON MONOXIDE	CARBON MONOXIDE	1
WEST POINT FD	FIGHT	FIGHT	1
WEST POINT FD	FIRE AUTO	FIRE AUTO	1
WEST POINT FD	FIRE BUSINESS	FIRE BUSINESS	1
WEST POINT FD	FIRE DPT NO FIRE	FIRE DPT NEEDED NO FIRE	1
WEST POINT FD	FIRE GRASS BRUSH	FIRE GRASS BRUSH	3
WEST POINT FD	FIRE OTHER	FIRE OTHER	6
WEST POINT FD	GAS CO NEEDED	GAS CO NEEDED	1
WEST POINT FD	ROAD CLOSED	ROAD CLOSED	2
WEST POINT FD	SICK PATIENT	SICK PATIENT	1
			Type Count -WEST POINT FD: 48
WPAS	911NODISPATCH	911 NO DISPATCH	3
WPAS	911TEST	911 TEST CALL	1
WPAS	ACC HIT&RUN	ACCIDENT HIT & RUN	1
WPAS	ACC NO INJURIES	ACCIDENT NO INJURIES	3
WPAS	ACC UNKNOWN INJURIES	ACCIDENT UNKNOWN INJURIES	10
WPAS	ACC WITH FATALITY	ACCIDENT WITH FATALITY	1
WPAS	ACC WITH INJURIES	ACCIDENT WITH INJURIES	10
WPAS	AMB-ABDOMINAL PAIN	ABDOMINAL PAIN	2
WPAS	AMB-ALARM MEDICAL	ALARM MEDICAL	9
WPAS	AMB-ALLERGIC REACTION	ALLERGIC REACTION	3
WPAS	AMB-BACK PAIN	BACK PAIN	3

0529

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Type Total Report

Print Date: 03-Dec-21
Print Time: 09:22:06 AM
User Name: twilliams

Incidents Created From: 01-Nov-21 00:00:00 AM To: 30-Nov-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

WPAS	AMB-BLEEDING	BLEEDING	5
WPAS	AMB-BREATHING PROBLEM	BREATHING PROBLEM	19
WPAS	AMB-BROKEN BONE	BROKEN BONE	1
WPAS	AMB-CHEST PAIN	CHEST PAIN	4
WPAS	AMB-CHILDBIRTH	CHILDBIRTH	1
WPAS	AMB-CHOKING	CHOKING	2
WPAS	AMB-DIABETIC PROBLEM	DIABETIC PROBLEM	1
WPAS	AMB-FALL	FALL	23
WPAS	AMB-HEADACHE	HEADACHE	1
WPAS	AMB-LIFT ASSIST	LIFT ASSIST	14
WPAS	AMB-POSS MENTAL PATIENT	POSSIBLE MENTAL PATIENT	6
WPAS	AMB-POSS SEIZURE	POSSIBLE SEIZURE	4
WPAS	AMB-POSS STROKE	POSSIBLE STROKE	6
WPAS	AMB-POSTING AT COUNTY LINE	POSTING AT COUNTY LINE	5
WPAS	AMB-TRANSFER IN COUNTY	AMB TRANSFER IN THE COUNTY	19
WPAS	AMB-TRANSFER OUT COUNTY	AMB TRANSFER OUT OF COUNTY	74
WPAS	AMB-UNRESPONSIVE NOT BREATHING	UNRESPONSIVE NOT BREATHING	4
WPAS	ASSIST CITIZEN	ASSIST CITIZEN	1
WPAS	ASSIST MOTORIST	ASSIST MOTORIST OR STRANDED MOTORIST	1
WPAS	DISTURBANCE	DISTURBANCE	3
WPAS	DISTURBANCE OTHER	DISTURBANCE OTHER	2
WPAS	FIGHT	FIGHT	1
WPAS	OFFICER NEEDED	OFFICER NEEDED	2
WPAS	OVERDOSE	OVERDOSE	1

530



Type Total Report

Print Date: 03-Dec-21
Print Time: 09:22:06 AM
User Name: twilliams

Incidents Created From: 01-Nov-21 00:00:00 AM To: 30-Nov-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

Unit Org	Event	Event Description	Type Count
WPAS	ROAD CLOSED	ROAD CLOSED	2
WPAS	SICK PATIENT	SICK PATIENT	62
WPAS	SUICIDE THREATENED	SUICIDE THREATENED	2
WPAS	SUSPICIOUS ACTIVITY	SUSPICIOUS ACTIVITY	4
WPAS	TRANSPORT	TRANSPORT	3
WPAS	WELFARE CHECK	WELFARE CHECK	1
			Type Count -WPAS: 320
WPPD	911HANGUP	911 HANGUP	4
WPPD	911NODISPATCH	911 NO DISPATCH	1
WPPD	911OPENLINE	911 OPEN LINE	5
WPPD	ABANDONEDVEHICLE	ABANDONED VEHICLE	1
WPPD	ACC HIT&RUN	ACCIDENT HIT & RUN	9
WPPD	ACC NO INJURIES	ACCIDENT NO INJURIES	38
WPPD	ACC NON AUTO RELATED	ACCIDENT NON AUTO RELATED	2
WPPD	ACC PARKINGLOT	ACCIDENT PARKINGLOT	2
WPPD	ACC UNKNOWN INJURIES	ACCIDENT UNKNOWN INJURIES	8
WPPD	ACC WITH INJURIES	ACCIDENT WITH INJURIES	4
WPPD	ALARM BUSINESS	ALARM BUSINESS	38
WPPD	ALARM FIRE	ALARM FIRE	3
WPPD	ALARM RESIDENTIAL	ALARM RESIDENTIAL	19
WPPD	ALARM SCHOOL	ALARM SCHOOL	3
WPPD	AMB-BLEEDING	BLEEDING	1
WPPD	AMB-BREATHING PROBLEM	BREATHING PROBLEM	2
WPPD	AMB-FALL	FALL	1
WPPD	AMB-POSS MENTAL PATIENT	POSSIBLE MENTAL PATIENT	3
WPPD	AMB-POSS SEIZURE	POSSIBLE SEIZURE	1

000531



Type Total Report

Print Date: 03-Dec-21
Print Time: 09:22:06 AM
User Name: twilliams

Incidents Created From: 01-Nov-21 00:00:00 AM To: 30-Nov-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

WPPD	AMB-UNRESPONSIVE NOT BREATHING	UNRESPONSIVE NOT BREATHING	2
WPPD	ANIMAL BITE	ANIMAL BITE	3
WPPD	ANIMAL MISC	ANIMAL MISC	30
WPPD	ANIMAL NEAR ROAD	ANIMAL NEAR ROAD	1
WPPD	ANIMAL STRAY	ANIMAL STRAY	14
WPPD	AREA CHECK	AREA CHECK	103
WPPD	ASSIST AGENCY	ASSIST OTH AGENCY	1
WPPD	ASSIST CITIZEN	ASSIST CITIZEN	3
WPPD	ASSIST MOTORIST	ASSIST MOTORIST OR STRANDED MOTORIST	27
WPPD	BOLO	BOLO	6
WPPD	BUILDING CHECK	BUILDING CHECK	250
WPPD	BURGLARY BUSINESS	BURGLARY BUSINESS	2
WPPD	BURGLARY DWELLING	BURGLARY DWELLING	1
WPPD	BURGLARY AUTO	BURGLARY FROM AN AUTO	1
WPPD	CARELESS DRIVING	CARELESS DRIVING	8
WPPD	CHILD LOCKED IN CAR	CHILD LOCKED IN CAR	2
WPPD	CIVIL MATTER	CIVIL MATTER	4
WPPD	CLEAR PARKING LOT	CLEAR PARKING LOT	4
WPPD	DISTURBANCE	DISTURBANCE	23
WPPD	DISTURBANCE DOMESTIC	DISTURBANCE DOMESTIC	1
WPPD	DISTURBANCE MUSIC	DISTURBANCE MUSIC	8
WPPD	DISTURBANCE OTHER	DISTURBANCE OTHER	28
WPPD	DISTURBANCE WEAPON	DISTURBANCE WEAPON	2
WPPD	ELECTRIC NEEDED	ELECTRIC NEEDED	1
WPPD	ESCORT BANK	ESCORT BANK	7
WPPD	ESCORT FUNERAL	ESCORT FUNERAL	2
WPPD	ESCORT GENERAL	ESCORT GENERAL	17

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532



Type Total Report

Print Date: 03-Dec-21
Print Time: 09:22:06 AM
User Name: twilliams

Incidents Created From: 01-Nov-21 00:00:00 AM To: 30-Nov-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

Unit Org	Event	Event Description	Type Count
WPPD	FIGHT	FIGHT	5
WPPD	FIGHT UNKNOWN WEAPONS	FIGHT UNKNOWN WEAPONS	3
WPPD	FIRE AUTO	FIRE AUTO	1
WPPD	FIRE GRASS BRUSH	FIRE GRASS BRUSH	2
WPPD	FIRE OTHER	FIRE OTHER	3
WPPD	FRAUD SCAM	FRAUD SCAM	2
WPPD	GUNSHOTS HEARD	GUNSHOTS HEARD	8
WPPD	HARASSMENT	HARASSMENT	6
WPPD	HARASSMENT TELEPHONE	HARASSMENT TELEPHONE	1
WPPD	HOUSE CHECK	HOUSE CHECK	4
WPPD	ILLEGAL DUMPING	ILLEGAL DUMPING	2
WPPD	LOST-STOLEN ITEM	LOST-STOLEN ITEM	3
WPPD	NCIC DL	NCIC DL	15
WPPD	NCIC OTHER	NCIC OTHER	3
WPPD	NCIC TAG	NCIC TAG	70
WPPD	OFFICER NEEDED	OFFICER NEEDED	112
WPPD	PARKING VIOLATION	PARKING VIOLATION	4
WPPD	PROWLER PEEPING TOM	PROWLER PEEPING TOM	1
WPPD	RACING	RACING	5
WPPD	ROAD BLOCKED	ROAD BLOCKED OBJ IN ROAD	3
WPPD	ROAD CHECK	ROAD CHECK	1
WPPD	SAFETY CHECKPOINT	SAFETY CHECKPOINT DETAIL	1
WPPD	SERVING WARRANT	SERVING WARRANT	5
WPPD	SHOPLIFTING	SHOPLIFTING	7
WPPD	SICK PATIENT	SICK PATIENT	3
WPPD	SPEAK TO OFFICER	SPEAK TO OFFICER	4
WPPD	STABBING	STABBING	1

533



Type Total Report

Print Date: 03-Dec-21
Print Time: 09:22:06 AM
User Name: williams

Incidents Created From: 01-Nov-21 00:00:00 AM To: 30-Nov-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

WPPD	SUICIDE THREATENED	SUICIDE THREATENED	1
WPPD	SUSPICIOUS ACTIVITY	SUSPICIOUS ACTIVITY	37
WPPD	SUSPICIOUS OBJECT	SUSPICIOUS OBJECT	5
WPPD	SUSPICIOUS VEHICLE	SUSPICIOUS VEHICLE	26
WPPD	TAG LOG	TAG LOG	12
WPPD	TELEPHONE MESSAGE	TELEPHONE MESSAGE	12
WPPD	THEFT	THEFT	9
WPPD	THEFT AUTO	THEFT AUTO	5
WPPD	THEFT PROPERTY	THEFT PROPERTY	2
WPPD	THREATS	THREATS	3
WPPD	TRANSPORT	TRANSPORT	3
WPPD	TRESPASSING	TRESPASSING	5
WPPD	TS	TRAFFIC STOP	317
WPPD	VANDALISM BUSINESS	VANDALISM BUSINESS	1
WPPD	VANDALISM DWELLING	VANDALISM DWELLING	2
WPPD	VANDALISM OTHER	VANDALISM OTHER	3
WPPD	VANDALISM VEHICLE	VANDALISM VEHICLE	3
WPPD	WATER DEPT NEEDED	WATER DEPT NEEDED	2
WPPD	WELFARE CHECK	WELFARE CHECK	13

Type Count -WPPD: 1432

WRECKER WORKS	ABANDONEDVEHICLE	ABANDONED VEHICLE	1
WRECKER WORKS	ACC NO INJURIES	ACCIDENT NO INJURIES	2
WRECKER WORKS	ACC UNKNOWN INJURIES	ACCIDENT UNKNOWN INJURIES	1
WRECKER WORKS	ACC WITH FATALITY	ACCIDENT WITH FATALITY	1
WRECKER WORKS	ACC WITH INJURIES	ACCIDENT WITH INJURIES	1
WRECKER WORKS	ASSIST MOTORIST	ASSIST MOTORIST OR STRANDED MOTORIST	1
WRECKER WORKS	GUNSHOTS HEARD	GUNSHOTS HEARD	1
WRECKER WORKS	TS	TRAFFIC STOP	5

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Type Total Report

Print Date: 03-Dec-21
Print Time: 09:22:06 AM
User Name: twilliams

Incidents Created From: 01-Nov-21 00:00:00 AM To: 30-Nov-21 23:59:59 PM; Unit Org: All; Unit(s): All; Source: All; Community: All

Unit Org	Event	Event Description	Type Count
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Type Count -WRECKER WORKS: 13

Total Incidents: 3034

535

EXHIBIT M

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1



J.T. Ray
 COMPANY
 OFFICE EQUIPMENT SALES, SERVICE, & LEASING

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

Date	12/9/2021
Customer	Clay County Chancery Clerk's Office
Contact	Ginger Allen, Accounts Payable
Email	gallen@claycounty.ms.gov
Phone	662 494-3124/662 391-0039
Location	Front Office behind the counter.

Equipment

Konica Minolta bh 360i

- 36 pages per minute Monochrome Printer/Copier
- DF-714 Dual Scan Document Feeder (scans 200 ipm)
- PC-116 Paper Feed Cabinet (500 sheets up to 12X18)
- FK-514 Fax Board Super G3
- Line Monitor/Surge Protector
- System Memory 8 GB
- Solid State Drive 256 GB (standard)
- Network Printing
- Scan-to-Email, Scan-to-FTP, Scan-to-SMB, Scan-to-HDD
- Scan and print to usb
- 2-500 sheet paper trays (standard)
- 1 ea 100 sheet bypass tray

36 Month Rental	48 Month Rental	60 Month Rental
\$179.00	\$139.00	\$129.00

20KA12760 State of Mississippi 8200050619 Contract

Service/Maintenance Contract

Full Service includes all parts, labor, and supplies except paper and staples. \$0.0089 per black and white impression and \$0.00 per color impression.



[Signature] 12/9/2021

JT Ray Co. Rep	William Sullivan	Email:	williamsullivan@jtrayco.com
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**RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)**

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between 16th Circuit Intervention Court, Clay County (hereinafter referred to as Customer), and IT Ray Company (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

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

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

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

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

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

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

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

C. **INSTALLATION DATE:** The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. **ACCEPTANCE:** Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. **RELOCATION:** Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

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

7. **OWNERSHIP:** Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. **PAYMENTS:**

A. **INVOICING AND PAYMENTS:** The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. **E-PAYMENT:** The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. **PAYMODE:** Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. **METER READINGS:** If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. **COPY CREDITS:** If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which

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

9. **USE OF EQUIPMENT:** Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. **MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:**

A. **SERVICES:** If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. **EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident, power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or the absence of such agreement at the then current time and materials rates.

C. **REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. **HOLD HARMLESS:** To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence, which the Customer shall not unreasonably withhold.

12. **ALTERATIONS, ATTACHMENTS, AND SUPPLIES:**

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of service, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

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

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

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

15. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name William Sullivan
Title ACCOUNT EXECUTIVE
Address 2022 US 45 SUITE C
City, State, & Zip Code COLUMBUS,MS 39705

For the Customer:

Name Amy Berry
Title Chancery Clerk
Address 365 Court Street
City, State, & Zip Code West Point, MS 39773

16. **WAIVER:** Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. **CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

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

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

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

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

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to complete

with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

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

the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

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

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

Witness my signature this the 9 day of Dec, 2021.

Vendor: IT Ray Company

By: [Signature]
Authorized Signature

Printed Name: William Sullivan

Title: Account Executive

WITNESS:

[Signature]

Witness my signature this the 9th day of December, 2021.

Customer: Clay County Chancery Clerk's Office

By: [Signature]
Authorized Signature

Printed Name: Amy Berry

Title: Clay County Chancery Clerk

WITNESS:

[Signature]

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

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050619

Vendor Company Name: IT RAY COMPANY

Customer Agency Name: Clay County Chancery Clerk

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


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

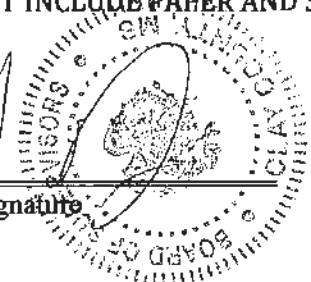
<u>Description of Equipment, Software, or Services</u>	<u>Price</u> <u>\$139.00</u>
<u>48 MONTH FMV LEASE FOR KONICA MINOLTA BIZHUB 360i, DF-714, PC-116, FK-514, SURGE PROTECTOR</u>	


Delivery Schedule and Installation Date:

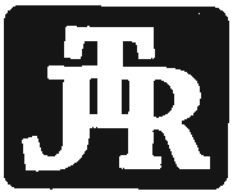
Rental Term: 48 MONTHS
Start Date: 2/11/2022
End Date: 2/10/2026

Modifications: FULL SERVICE CONTRACT - \$0.0089 PER BLACK AND WHITE IMPRESSION AND \$0.00 PER COLOR IMPRESSION. INCLUDES ALL PARTS, LABOR, AND SUPPLIES (TONER, DRUM, ETC.) DOES NOT INCLUDE PAPER AND STAPLES.


 Vendor Signature




 Customer Signature



J.T. Ray

COMPANY

OFFICE EQUIPMENT SALES, SERVICE, & LEASING

1382 Cliff Gookin Blvd
Tupelo, MS 38801
Phone: (662) 842-9410
Fax: (662) 842-9467
www.jtrayco.com

COST-PER-PRINT/COPY

MAINTENANCE/SERVICE AGREEMENT

BASE RATE: \$ n/a COPIES/PRINTS INCLUDED: 0

RATE: \$.0069 PER COPY/PRINT - BLACK&WHITE, \$ 0.00 PER COPY/PRINT - COLOR
PLUS TAX

BILLED MONTHLY BASED ON METER READINGS

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT:

- J.T. Ray Co. will supply, during normal working hours; 8:00 AM to 5:00 PM, Monday through Friday, except holidays, and without any additional charge, all parts, labor, image units, maintenance kits and toner to keep the equipment listed on back of this Agreement in proper operating condition for a period of 1 year from the effective date below. This Agreement is non-cancelable.
- The Customer will be responsible for making the equipment available to J.T. Ray Co. technicians, supplying power and network connections, paper, staples, removing paper jams and installing toner cartridges. Customer must maintain power/surge protection on each unit covered under this Agreement.
- The service agreement shall be void with respect to any equipment that is misused, mishandled, or damaged through extraordinary cause, such as but not limited to, fire, flood, water, malicious mischief, vandalism, climatic conditions or by being dropped or damaged. This agreement shall be void if any person other than the J.T. Ray Co.'s authorized representatives attempt to perform service on the machine.
- This agreement is not transferable and non-cancelable and may become void at the option of J.T. Ray Co. upon the sale, removal, or relocation of the equipment.
- If it is determined by J.T. Ray Co. personnel that the equipment maintained under this agreement needs to be replaced or reconditioned due to age, J.T. Ray Co. will notify the customer in writing with an estimate for replacement or reconditioning.
- The Customer agrees that J.T. Ray Co. and its representatives shall not be liable for any punitive, incidental, direct, indirect special or consequential damages; including but not limited to, lost profits, loss of data or information of any kind resulting from J.T. Ray Co. performance under this Agreement.
- This agreement does not cover network support for copier/printer. Network support or service work caused by customer computer or network problem will be billed at a rate of \$105 per hour, or the then current rate.
- This Agreement shall automatically renew for additional one (1) year periods at the then current rate unless either party provides thirty (30) day advance written notice prior to termination or renewal.
- J.T. Ray Co. may use non-OEM parts and supplies in performing this agreement. All parts replaced become the property of J.T. Ray Co.

PLEASE SIGN AND RETURN ORIGINAL

We hereby agree to the stated terms listed above.

EFFECTIVE

DATE: 09 Feb 2022

For: Renews Yearly

POC: Maggie Gall (662) 494-3124/ bh 450i M2746

NAME: Clay County Chancery Clerk's Office

ADDRESS: P.O. Box 815

CITY, STATE: West Point, Ms. 39773

X

Customer's Authorized Signature

Date

EXHIBIT N

Amy G Berry

From: Caitlyn Wilson <cwilson@claysheriffms.org>
Sent: Tuesday, December 7, 2021 1:16 PM
To: acumings@claysheriffms.org; Amy G Berry; escottclaysheriff@gmail.com
Subject: FW: 4-County Foundation Application-Clay County Sheriff's Department
Attachments: Clay County Sheriffs Department Award Letter 12.06.2021.docx

Just wanted to let you all know that we just got awarded another \$10K 4-County Grant. 🎉

Thanks,

Caitlyn Wilson

From: Jima Branning <branningj@4county.org>
Sent: Tuesday, December 7, 2021 12:48 PM
To: Caitlyn Wilson <cwilson@claysheriffms.org>
Cc: 4CFoundation <4CFoundation@4county.org>
Subject: 4-County Foundation Application-Clay County Sheriff's Department

Good Afternoon Caitlyn,

On behalf of the 4-County Foundation's Board of Directors, please find the attached letter outlining particulars on the grant being awarded to *Clay County Sheriff's Department* - Congratulations! Thank you for your interest in the 4-County Foundation. Please reach out with any questions or concerns; we are more than happy to help!

Have a wonderful day!

Jima L Branning
Executive Assistant to the CEO
662-245-0701
branningj@4county.org



www.4county.org

CONFIDENTIALITY NOTICE: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the intended recipient, you are hereby notified that any reviewing, dissemination, distribution, or copying of this communication is strictly prohibited. Please notify the sender immediately by email if you have received this email by mistake and delete this email from your system.



4-County Foundation, Inc.

P.O. Box 351
Columbus, MS 39703
(662) 327-8900

4countyfoundation@4county.org



December 7, 2021

Via Email: cwilson@claysheriffms.org

Clay County Sheriff's Department

ATTN: Caitlyn Wilson
148 West Broad Street
West Point, MS 39735

Dear Ms. Wilson:

Thank you for your recent funding application to the 4-County Foundation. On behalf of the 4-County Foundation's Board of Directors, I am pleased to advise the Clay County Sheriff's Department is being awarded \$10,000.00 for the purchase of radio communication equipment for the SRT, as specified in your application for seven team members — **Congratulations!**

We will be mailing your check in the near future and ask that you please contact Mr. Jon Turner to schedule a time/place for a photo opportunity. Mr. Turner can be reached by calling 662-327-8900 or toll free at 1-800-431-1544.

The funds you are receiving were made available through the generosity of 4-County EPA members who participate in the **Operation Roundup®** program. The grant your organization was allowed, should contribute to the needs of and directly benefit 4-County EPA's members. If you need any assistance confirming 4-County membership, please reach out. To assure members' contributions are being utilized in the manner intended, grant recipients are asked to report back to the 4-County Foundation on use of the funds awarded, and the impact made, by completing a **POST GRANT REPORT FORM**. This form will be included in the envelope with your award check. The Post Grant Report and supporting documentation must be returned to the Foundation by the form's due date before future funding requests can be considered. Copies of receipts and cancelled checks must be legible.

Congratulations again and thank you for your interest in the 4-County Foundation.

Sincerely,

Jima Branning

Jima Branning
Executive Assistant

EXHIBIT O

7

NOTICE TO BIDDERS
IN RE: CLAY COUNTY SUPPLY AND MATERIAL BIDS
FOR YEAR 2022

WHEREAS, the Clay County Board of Supervisors having met in regular session on the 9th day of December, 2021 did find as follows:

WHEREAS, a motion was made and duly seconded authorizing the Clerk to advertise for semi-annual sealed bids for supplies, materials, equipment, etc. for and on behalf of Clay County, MS for the period beginning January 1, 2022 and ending June 30, 2022. It appears to the Board that bids will be accepted Wednesday, January 5, 2022 on or before 9:00 A. M. in the Chancery Clerk's office located in the Clay County Courthouse at 365 Court Street, West Point, MS 39773 to be opened, tabulated by the Purchase Clerk, and presented to the Board of Supervisors on Thursday, January 6, 2022 for their consideration and approval.

IT IS THEREFORE ORDERED that Amy G. Berry, Clerk of the Board of Supervisors, be and is hereby directed to give notice by publication that the Board will receive semi-annual sealed bids for supplies, materials, and equipment for the term beginning January 1, 2022 and ending June 30, 2022, with the following:

- Grader Blades, Grader Blade Bolts, specify squared ended or beveled ended with or without bolts
- Cost per mile on setting up roads and shooting DBST and Reseal with 4/10 asphalt per lift, to bid two ways:
 - With County Furnishing Materials
 - Without County Furnishing Materials
- Cost per ton on asphalt (hot mix and cold mix)
- Crushed limestone, all sizes F. O. B. Quarry
- Cost per ton for Gravel – washed, pea, dirt, sand base, dirt and other road building material
- Cost per yard for Clay Gravel
- Cost per gallon for liquid asphalt
- Cost per gallon on spraying liquid asphalt
- Rental Rate of Equipment quoted with or without operator – Bulldozer, Motor Graders, Tractors, Trucks, Pans, Front End Loaders, Drag Lines, Asphalt Spreaders, Rollers, and other road building equipment
- Riveted and Spiral Metal Culvert pipes and bends on a per linear foot basis with delivery to be made in any quantity to any district shop or job site within 48 hours from time of order, freight to be prepaid on all deliveries, No Foreign material will be accepted
- Dual wall, smooth interior polyethylene pipes, all sizes, all grades

All bids must be filed with the Clerk of the Board of Supervisors of Clay County at 365 Court Street, West Point, MS 39773 or may be mailed to: P. O. Box 815, West Point, MS 39773 on or before 9:00 A.M. Wednesday, January 5, 2022. Mailed bids should be clearly marked "**Quarterly Bids – Do Not Open Until 1/05/2022**".

The Clay County Board of Supervisors reserves the right to reject any and all bids and to waive any and all formalities with the acceptance and rejection of the bids.

After motion by Lynn Horton and second by Joe Chandler this Board doth vote unanimously in favor of the motion.

SO ORDERED this the 9th day of December, 2022.

Shelton L. Deanes, President

Board of Supervisor

ATTEST:

Amy G. Berry, Chancery Clerk

Clerk of the Board

Publication:

12/22/2021

12/29/2021

**NOTICE TO BIDDERS
IN RE: HAY LEASE**

WHEREAS, the Clay County Board of Supervisors having met in regular session on the 9th day of December, 2021 did find as follows:

WHEREAS, a motion was made and duly seconded authorizing the Clerk to advertise for bids for annual Hay Lease for a period beginning January 1, 2022 and ending December 31, 2022. It appears to this Board that sealed bids will be accepted on or before 9:00 A.M. on Thursday, January 6, 2022 for the annual lease of lands for hay and the said lands being approximately 17.14 acres of certain real properties belonging to and located in Clay County Mississippi and situated as follows:

17.14 acres of lands located in the North West Quarter of the South East Quarter of Section 7, Township 19, Range 6 located on Hwy 45 South.

WHEREAS the land will be leased on an "As Is" condition with the Clay County named as an additional insured on the lessee's general liability insurance policy.

The Board reserves the right to accept or reject any and all bids received and to waive any and all formalities with the acceptance and rejection of the bids.

All bids must be filed with the Clerk of the Board of Supervisors of Clay County at 365 Court Street, West Point, MS 39773 or may be mailed to: P. O. Box 815, West Point, MS 39773 on or before 9:00 A.M. on Thursday, January 6, 2022. Mailed bids should be clearly marked "Annual Bids-Do Not Open until 1/06/2022".

After motion by Lynn Horton and seconded by R. B. Davis this Board doth vote unanimously in favor of the motion

SO ORDERED this the 9th day of December, 2021.

Shelton L. Deanes, President
Board of Supervisors

ATTEST:

Amy G. Berry, Chancery Clerk
Clerk of the Board

Publish:

December 22, 2021

December 29, 2021

NOTICE TO BIDDERS
RE: SERVICE CONTRACT FOR PROPANE/BUTANE

WHEREAS, the Clay County Board of Supervisors having met in regular session on the 9th day of December, 2021 did find as follows:

WHEREAS, a motion was made and duly seconded authorizing the Clerk to advertise for sealed bids on a one-year service contract to run from January 1, 2022 through December 31, 2022 to inspect and refuel the butane tanks located at the following County Buildings or Repeater Towers as follows:

1. To Furnish Butane to all Five District Sheds
2. To Furnish Butane to all Voting Precincts
3. To Furnish Butane to all Volunteer Fire Departments – ONLY BY REQUEST FROM THE VOLUNTEER FIRE DEPARTMENTS
4. To Furnish Butane to the two repeater towers as located on Enon Road and Pinkerton Road

WHEREAS all tanks are owned by Clay County.

All bids must be filed with the Clerk of the Board of Supervisors of Clay County at 365 Court Street, West Point, MS 39773 or may be mailed to: P. O. Box 815, West Point, MS 39773 on or before 9:00 A.M. on Thursday, January 6, 2021. Mailed bids should be clearly marked **“Annual Bids-Do Not Open until 1/06/2021”**.

The Board of Supervisors reserve the right to accept or reject all bids received and to waive any and all formalities with the acceptance and rejection of the bids.

After motion by Lynn Horton and second by R. B. Davis this Board doth vote unanimously in favor of the motion.

SO ORDERED this the 9th day of December, 2021.

Shelton L. Deanes, President

Board of Supervisors

ATTEST:

Amy G. Berry, Chancery Clerk
Clerk of the Board

Publication Dates:

12/22/2021
12/29/2021

NO. _____

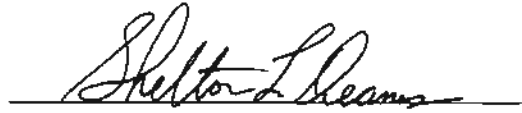
IN THE MATTER OF TRANSFERRING INTEREST EARNED

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

It appears to this Board interest has been earned on the Payroll Clearing Account in the amount of \$ 3.81 and in the Insurance Clearing Account in the amount of \$6.79 for and the said amounts should be transferred and settled to the General Operating Fund.

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

SO ORDERED this the 9th day of December, 2021.



Shelton Deanes, President

NO. _____

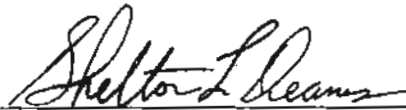
IN THE MATTER OF AN INTER FUND LOAN

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

It appears to this Board an Inter-Fund loan is needed to be made to Fund No. 001, General Fund from Fund No. 013, Utilization Fund in the amount of \$78,469.89 36 in anticipation of the settlement of the collection of the 2021 ad valorem taxes collected by the Tax Assessor/Collector and for the said fund to not be overdrawn for the month of November 30, 2021.

Supervisor Lummus moved to authorize and approve the Inter-Fund Loan as stated above. The motion was seconded by Supervisor Horton. The motion carried unanimously.

SO ORDERED this the 9th day of December, 2021.



Shelton Deanes, President

NO. _____

IN THE MATTER OF AN INTER FUND LOAN

There came on this day for consideration the matter of an Inter-Fund loan.

It appears to this Board an Inter-Fund loan is needed to be made to Fund No. 001, General County Fund from Fund No. 015, TVA Federal Fund in the amount of \$ 30,713.36 in anticipation of the settlement of the collection of the 2021 ad valorem taxes collected by the Tax Assessor/Collector and so that the said fund would not be overdrawn for the month of November 30, 2021.

Supervisor Chandler moved to authorize and approve the interfund loan as stated above.

The motion was seconded by Supervisor Lummus. The motion carried unanimously.

— SO ORDERED this the 9th day of December, 2021.



Shelton Deanes, President

NO. _____

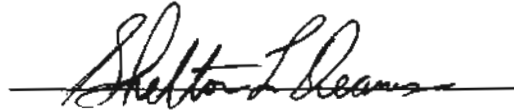
IN THE MATTER OF AN INTER FUND LOAN

There came on this day for consideration the matter of an Inter-Fund loan.

It appears to this Board an Inter-Fund loan is needed to be made to Fund No. 001, General County Fund from Fund No. 018, TVA Special Fund in the amount of \$ 77,562.59 in anticipation of the settlement of the collection of the 2021 ad valorem taxes collected by the Tax Assessor/Collector and so that the said fund would not be overdrawn for the month of November 30, 2021.

Supervisor Chandler moved to authorize and approve the interfund loan as stated above. The motion was seconded by Shelton Deanes. The motion carried unanimously.

SO ORDERED this the 9th day of December, 2021.



Shelton Deanes, President

NO. _____

IN THE MATTER OF AN INTER FUND LOAN

There came on this day for consideration the matter of an Inter-Fund loan.

It appears to this Board an Inter-Fund loan is needed to be made to Fund No. 001, General County Fund from Fund No. 018, TVA Special Fund in the amount of \$ 32,206.99 in anticipation of the settlement of the collection of the 2021 ad valorem taxes collected by the Tax Assessor/Collector and so that the said fund would not be overdrawn for the month of November 30, 2021.

Supervisor Chandler moved to authorize and approve the Inter-Loan loan as stated above. The motion was seconded by Shelton Davis. The motion carried unanimously.

SO ORDERED this the 9th day of December, 2021.



Shelton Deanes, President

NO. _____

IN THE MATTER OF AN INTER FUND LOAN

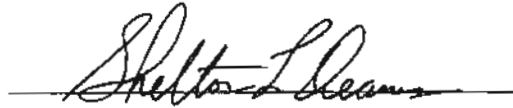
There came on this day for consideration the matter of an Inter-Fund loan.

It appears to this Board an Inter-Fund loan is needed to be made to Fund No. 001, General County Fund from Fund No. 020, House Bill 1330 Fund in the amount of \$ 32,206.99 in anticipation of the settlement of the collection of the 2021 ad valorem taxes collected by the Tax Assessor/Collector and so that the said fund would not be overdrawn for the month of November 30, 2021.

Supervisor Chandler moved to authorize and approve the Inter-Loan loan as stated above.

The motion was seconded by Shelton Davis. The motion carried unanimously.

SO ORDERED this the 9th day of December, 2021.



Shelton Deanes, President

NO. _____

IN THE MATTER OF AN INTER FUND LOAN

There came on this day for consideration the matter of an Inter-Fund loan.

It appears to this Board an Inter-Fund loan is needed to be made to Fund No. 001, General County Fund from Fund No. 045, Cart House Fund in the amount of \$ 28,102.53 in anticipation of the settlement of the collection of the 2021 ad valorem taxes collected by the Tax Assessor/Collector and so that the said fund would not be overdrawn for the month of November 30, 2021.

Supervisor Chandler moved to authorize and approve the Inter-Loan loan as stated above. The motion was seconded by Shelton Davis. The motion carried unanimously.

SO ORDERED this the 9th day of December, 2021.



Shelton Deanes, President

NO. _____

IN THE MATTER OF AN INTER FUND LOAN

There came on this day for consideration the matter of an Inter-Fund loan.

It appears to this Board an Inter-Fund loan is needed to be made to Fund No. 001, General County Fund from Fund No. 081, Road Repair Fund in the amount of \$ 20,426.78 in anticipation of the settlement of the collection of the 2021 ad valorem taxes collected by the Tax Assessor/Collector and so that the said fund would not be overdrawn for the month of November 30, 2021.

Supervisor Chandler moved to authorize and approve the Inter-Loan loan as stated above. The motion was seconded by Shelton Davis. The motion carried unanimously.

SO ORDERED this the 9th day of December, 2021.



Shelton Deanes, President

NO. _____

IN THE MATTER OF AN INTER FUND LOAN

There came on this day for consideration the matter of an Inter-Fund loan.

It appears to this Board an Inter-Fund loan is needed to be made to Fund No. 001, General County Fund from Fund No. 084, Rail Spur Maintenance Fund in the amount of \$49,067.50 in anticipation of the settlement of the collection of the 2021 ad valorem taxes collected by the Tax Assessor/Collector and so that the said fund would not be overdrawn for the month of November 30, 2021.

Supervisor Chandler moved to authorize and approve the Inter-Loan loan as stated above.

The motion was seconded by Shelton Davis. The motion carried unanimously.

SO ORDERED this the 9th day of December, 2021.



Shelton Deanes, President

NO. _____

IN THE MATTER OF AN INTER FUND LOAN

There came on this day for consideration the matter of an Inter-Fund loan.

It appears to this Board an Inter-Fund loan is needed to be made to Fund No. 001, General County Fund from Fund No. 086, Chuquatonchee Consolidated Drainage Fund in the amount of \$76,433.34 in anticipation of the settlement of the collection of the 2021 ad valorem taxes collected by the Tax Assessor/Collector and so that the said fund would not be overdrawn for the month of November 30, 2021.

Supervisor Chandler moved to authorize and approve the Inter-Loan loan as stated above. The motion was seconded by Shelton Davis. The motion carried unanimously.

SO ORDERED this the 9th day of December, 2021.



Shelton Deanes, President

NO. _____

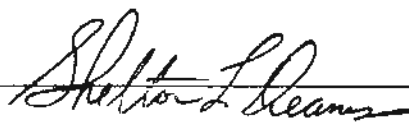
IN THE MATTER OF AN INTER FUND LOAN

There came on this day for consideration the matter of an Inter-Fund loan.

It appears to this Board an Inter-Fund loan is needed to be made to Fund No. 001, General County Fund from Fund No. 108, Election Support Fund in the amount of \$90,584.34 in anticipation of the settlement of the collection of the 2021 ad valorem taxes collected by the Tax Assessor/Collector and so that the said fund would not be overdrawn for the month of November 30, 2021.

Supervisor Chandler moved to authorize and approve the Inter-Loan loan as stated above. The motion was seconded by Shelton Davis. The motion carried unanimously.

SO ORDERED this the 9th day of December, 2021.



Shelton Deanes, President

NO. _____

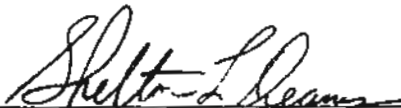
IN THE MATTER OF AN INTER FUND LOAN

There came on this day for consideration the matter of an Inter-Fund loan.

It appears to this Board an Inter-Fund loan is needed to be made to Fund No. 001, General County Fund from Fund No. 110, Tom Soya Grain Fund in the amount of \$73,513.73 in anticipation of the settlement of the collection of the 2021 ad valorem taxes collected by the Tax Assessor/Collector and so that the said fund would not be overdrawn for the month of November 30, 2021.

Supervisor Chandler moved to authorize and approve the Inter-Loan loan as stated above. The motion was seconded by Shelton Davis. The motion carried unanimously.

SO ORDERED this the 9th day of December, 2021.



Shelton Deanes, President

NO. _____

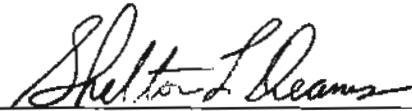
IN THE MATTER OF AN INTER FUND LOAN

There came on this day for consideration the matter of an Inter-Fund loan.

It appears to this Board an Inter-Fund loan is needed to be made to Fund No. 001, General County Fund from Fund No. 138, TVA Bridge Bond Fund in the amount of \$119,176.12 in anticipation of the settlement of the collection of the 2021 ad valorem taxes collected by the Tax Assessor/Collector and so that the said fund would not be overdrawn for the month of November 30, 2021.

Supervisor Chandler moved to authorize and approve the Inter-Loan loan as stated above. The motion was seconded by Shelton Davis. The motion carried unanimously.

SO ORDERED this the 9th day of December, 2021.



Shelton Deanes, President

NO. _____

IN THE MATTER OF AN INTER FUND LOAN

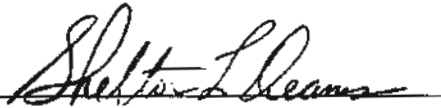
There came on this day for consideration the matter of an Inter-Fund loan.

It appears to this Board an Inter-Fund loan is needed to be made to Fund No. 001, General County Fund from Fund No. 400, Sanitation Fund in the amount of \$10,766.80 in anticipation of the settlement of the collection of the 2021 ad valorem taxes collected by the Tax Assessor/Collector and so that the said fund would not be overdrawn for the month of November 30, 2021.

Supervisor Chandler moved to authorize and approve the Inter-Loan loan as stated above.

The motion was seconded by Shelton Davis. The motion carried unanimously.

SO ORDERED this the 9th day of December, 2021.



Shelton Deanes, President

NO. _____


IN THE MATTER OF AN INTER FUND LOAN

There came on this day for consideration the matter of an Inter-Fund loan.

It appears to this Board an Inter-Fund loan is needed to be made to Fund No. 114, Volunteer Fire Fund from Fund No. 400, Sanitation Fund in the amount of \$660.04 in anticipation of the settlement of the collection of the 2021 ad valorem taxes collected by the Tax Assessor/Collector and so that the said fund would not be overdrawn for the month of November 30, 2021.

Supervisor Chandler moved to authorize and approve the Inter-Loan loan as stated above. The motion was seconded by Shelton Davis. The motion carried unanimously.

SO ORDERED this the 9th day of December, 2021.



Shelton Deanes, President

NO. _____

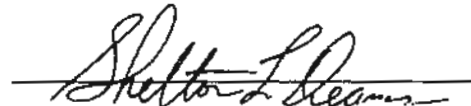
IN THE MATTER OF A TRANSFER OF FUNDS

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

It appears to this Board a Transfer of Funds is needed to be made to Fund No. 241, District 1 B & I 2013 Debt Service Fund from Fund No. 151, District 1 Road Fund in the amount of \$ 19,183.37 as budgeted to assist with the retiring of the debt service payment in order for the said fund to not be overdrawn as of November 30, 2021.

Supervisor Chandler moved to authorize and approve the transaction as stated above. The motion was seconded by Supervisor Horton. The motion carried unanimously.

SO ORDERED this the 9th day of December, 2021.


Shelton Deanes, President

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