

**BE IT REMEMBERED** that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 8th day of November, 2012, at 9 00 a m and present were Lynn Horton, Luke Lummus, President, R B Davis, Shelton Deanes, and Floyd McKee Also present were Amy G Berry, Clerk of the Board, Bob Marshall, Board Attorney, and Ramirez Williams, Deputy Sheriff, when and where the following proceedings were as determined to wit,

NO \_\_\_\_\_

**IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE  
BOARD OF SUPERVISORS MEETING HELD ON NOVEMBER 8, 2012**

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There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on November 8, 2012

It appears to this Board the items listed below need to be added to the agenda for further consideration and discussion

- Rescind minutes on the request for closing Calvert Road

After motion by R B Davis and second by Shelton Deanes this Board doth vote unanimously for the said item listed above to be added to the agenda for further consideration by this Board and that such agenda to be adopted and approved as amended

SO ORDERED this the 8th day of November, 2012

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE PRESIDENT TO EXECUTE THE MS  
JUSTICE ASSISTANCE GRANT (JAG) APPLICATION FOR THE BENEFIT OF THE  
SHERIFF'S DEPARTMENT**

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There came on this day for consideration the matter of authorizing the President to execute the MS Justice Assistance Grant (JAG) Application for the benefit of the Sheriff's Department

It appears to this Board the Deputy Sheriff, Ramirez Williams, is requesting this Board to authorize the completion and submission of the MS Justice Assistance Grant (JAG) Grant Application as attached hereto as Exhibit A in the amount of \$ 3,837 25 funded thru the MS Department of Public Safety in order to purchase uniforms for the Sheriff's Department, and

It appears to this Board the grant is of a 75/25 basis with the 75% portion of the grant \$2,877 94 to be funded by the grant and the 25% portion of the grant \$ 959 31 to be funded by the County Sheriff's Department

After motion by R. B. Davis and second by Shelton Deanes this Board doth vote unanimously to authorize the President to execute the MS Justice Assistance Grant (JAG) Application as attached hereto as Exhibit A for the benefit of the Sheriff's Department and for the 25% matching portion to be charged to the Sheriff's Department's Budget

SO ORDERED this the 8<sup>th</sup> day of November, 2012

  
\_\_\_\_\_  
President



STATE OF MISSISSIPPI  
 DEPARTMENT OF PUBLIC SAFETY  
 DIVISION OF PUBLIC SAFETY PLANNING

PHIL BRYANT  
 GOVERNOR

MELBA SANTACRUZ  
 COMMISSIONER

October 17 2012

Luke Lumus President  
 Clay County BOS Sheriff's Dept  
 P O Box 815  
 West Point MS 39773

Subject Project Number **11LB1131**  
 Effective Date **11/01/12**


Dear Mr Lumus

We are pleased to inform you that the Division of Public Safety Planning has approved your subgrant application for the **MS Justice Assistance Grant (JAG)** in the amount of **\$3,837.25**. Enclosed are the following contractual items. Please read these documents to determine your requirements under the subgrant.

- 1 Subgrant Signature Sheet (2 copies)
- 2 Budget Summary
- 3 Cost Summary Support Sheet(s) (initial)
- 4 OJP JAG Statement of Special Conditions (initial)
- 5 OJP Subgrant Standard Assurances (Attachment A)
- 6 Certification of Equal Employment Opportunity (Attachment B)
- 7 Federal Civil Rights Compliance Checklist (Attachment C)
- 8 Civil Rights Training Certification Form (Attachment C 2)
- 9 Discrimination Complaint Policies and Procedures (Attachment E)
- 10 Certification Regarding Debarment (Attachment F)
- 11 Certification Regarding Lobbying (Attachment G)
- 12 Match Certification (Attachment H)
- 13 A copy of your current CCR Registration

We particularly want to bring to your attention the requirement that **items 1-12 should be signed or initialed in blue ink and returned to us immediately**. Please retain a copy for your files. If there are questions concerning this award please contact Melinda Padfield at (601) 977-3757.

Sincerely



Joyce Word  
 Office Director

Enclosures

1025 NORTH PARK DRIVE RIDGE AND MISSISSIPPI 39157 TELEPHONE (601) 977-5700 [www.dps.ms.gov](http://www.dps.ms.gov)

**JAG AWARD PACKET  
RETURN CHECKLIST**

Please check the list below against the items returned in this packet to ensure that all pertinent information is enclosed

- Two Signature Sheets
- Budget Summary Sheet
- Cost Summary Sheet
- JAG Statement of Special Conditions
- OJP Subgrant Standard Assurances (*Attachment A*)
- Certification of Equal Employment Opportunity (*Attachment B*)
- Federal Civil Rights Compliance Checklist (*Attachment C*)
- Certification Regarding Debarment (*Attachment F*)
- Certification Regarding Lobbying (*Attachment G*)
- Match Certification (*Attachment H*)
- Copy of Current CCR Registration

All of the above award documents were returned by

  
\_\_\_\_\_  
SUB-GRANT CONTACT PERSON

11/8/12  
\_\_\_\_\_  
DATE

11/1/12

Amy,

I have put a "Sign Here" sticker anywhere a signature is needed. I tried to put a Green Tab where other attention or questions may need to be answered.

- Mr. Lummus will need to initial the Budget Summary and Cost Support sheets behind the signature page.
- On the first document behind the budget pages, Mr. Lummus will need to initial the bottom of each page (front and back).
- Attachment 'B' asks for the Project Director's Name, Address, and Telephone number.
- Attachment 'C' will need all questions that apply answered.
  - Attachment C-2 will need to be notarized.
- Attachment "H" will need the source of the matching funds identified (Local, general fund, etc.).
- Attachment 'E' does not have to be signed or returned. It is for your records in case you need to file a complaint.
- I have printed out verification from [www.sam.gov](http://www.sam.gov) for the County's CCR Registration.

There is also a checklist of everything that needs to be returned by November 21, 2012, but the sooner, the better.

You can also include a letter from the Board authorizing alternate signatures (like CDBG).

There will be a monthly reporting worksheet that will require a signature until the grant is closed.

I will be happy to help with anything. Just let me know.

A handwritten signature in black ink, appearing to be 'E. Smith' or similar, written in a cursive style.

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

<b>1 Name, Address, &amp; Phone Number</b>  Clay County BOS Sheriff's Department P O Box 815 West Point, MS 39773	2 Effective Date 11/1/12
	3 Subgrant Number 11LB1131
	4 Grant Identifier 2011-DJ-BX-2694
	5 Beginning & Ending Dates 11/1/12 - 2/28/13
	6 Subgrant Payment Method <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other

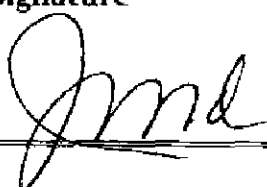
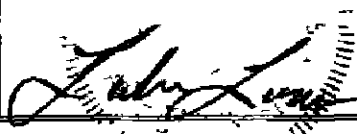
**7 The following funds are obligated**

Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel							
Fringe Benefits							
Equipment							
Travel							
Commodities	\$2,877 94	75%	\$959 31	25%			\$3 837 25
Contractual Services							
Miscellaneous							
Indirect Costs							
<b>TOTAL</b>	<b>\$2,877 94</b>	<b>75%</b>	<b>\$959 31</b>	<b>25%</b>			<b>\$3,837 25</b>

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

Attachment A – Statement of Special Conditions      Attachment C- Certification Regarding Debarment, etc  
 Attachment B – Standard Assurances                      Attachment D – Certification Regarding  
    Lobbying  
 Attachment E – Drug-Free Workplace Certification (When Applicable)

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
<b>9 Typed Name &amp; Title of Approving DPSP Official</b> Joyce Word, Office Director	<b>10 Typed Name &amp; Title of Authorized Subgrantee Official</b> Luke Lumus, President

<b>11 Signature</b> 	<b>Date</b> 10-18-12	<b>12 Signature</b> 	<b>Date</b> 11/8/12
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**DIVISION OF PUBLIC SAFETY PLANNING  
BUDGET SUMMARY SHEET**

<b>1 Applicant Agency</b> Clay County BOS						
<b>2 Subgrant Number</b>		<b>3 Grant Identification Number</b>		<b>4 Beginning Date</b>		<b>Ending Date</b>
11LB1131		2011 DJ BX 2694		11/1/12		2/28/13
<b>6 Submitted as part of (Check One)</b>		<b>A Funding Request</b>		<b>B Modification Number</b>		<b>C Modification Effective Date</b>
		X				
<b>Funding Sources</b>						
<b>8 For DPSP Use Only</b>	<b>9 Activity</b>	<b>Federal</b>	<b>State</b>	<b>Program Income</b>	<b>Other (Local Private)</b>	<b>Total</b>
	Byrne/ JAG Local Law	\$2,877 94			\$959 31	\$3,837 25
<b>TOTAL</b>		\$2,877 94			\$959 31	\$3,837 25







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

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

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

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

- Budget and Cost Summary Sheets – (each sheet initialed)
- Subgrant Standard Assurances (attachment A)
- Nondiscrimination and Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C)
- Certificate of Exemption for Hiring Practices (attachment D)
- Discrimination Compliant Policies and Procedures (attachment E)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H)

The recipient also, agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide [www.ojp.gov](http://www.ojp.gov)

**Special Cancellation Condition for Subgrantees**

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

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

**Modifications to the Original Subcontract** - All changes or revisions to the original approved contract must be submitted in writing and approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. Retro-active modifications or revisions will not be granted.

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

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances.

**Requirements for Publication of Project Activities** When issuing statements, press releases, and other documents describing projects or programs funded in whole or in part with federal money, the subgrantee shall clearly state (1) the percentage of the total cost of the project or program which will be financed with federal money, (2) the dollar amount of federal funds for the project or program and (3) award activities shall contain the following statements: "This project was supported by subgrant No \_\_\_\_\_ awarded by the MS Department of Public Safety Planning (DPSP) for (respected program). The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U S Department of Justice, (respected program i.e. VOCA, VAWA, JAG, RSAT, JAB, JJ etc)." "

**Project Reporting Requirements** The recipient agrees to submit **Monthly Project Narrative** and **Monthly reimbursement reporting worksheets** with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of

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the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program

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

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

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

**Audit Requirements** - The recipient agrees to comply with the organizational audit requirements as established by the Office of Management and Budget (OMB). One of the following will have specific information regarding your agency's audit requirements

- a OMB Circular A-128 Audits of State and Local Governments
- b OMB Circular A-110 Attachment F Subparagraph 2h
- c OMB Circular A-133 Audits of Institutions of Higher Education and Other Non-profit Institutions

All audit reports (initial and subsequent) shall be submitted no later than nine (9) months after the close of the Subgrantee's fiscal year

**Subgrantee Fiscal Year**                     State (July - June)  
 (Check One)                                     Federal (October - September)  
      Calendar (January - December)

The Office of Management and Budget (OMB) Circular A-133 requires a Single Audit for state and local governments as well as for non-profit organizations when federal expenditures are at least \$500,000. Please check below if you are required to have a Single Audit

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Single Audit Required  Yes  No

**Sub Awarding Federal Funds** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organization for Reform Now (ACORN) or its subsidiaries

**Grantee Monitoring** - The recipient understands that the OJP Programs will monitor subawards under this grant award in accordance with all applicable statutes, regulations, OMB circulars, and program guidelines, including the OJP Financial Guide, and the applicable special conditions of this award. The OJP Programs will review the oversight of the grantees financial and programmatic activities, files and will monitor the specific outcomes and benefits attributable to the use of grant funds by subrecipients. In addition, the recipient agrees to submit, upon request, all documentation of its policies and procedures

**Subawards – DUNS and CCR for Reporting** - The recipient agrees to submit with the award document, documentations of a valid DUNS profile and an active registration with the Central Contractor Registration (CCR) database. A printed copy of the DUNS and CCR is required for grant funding. If the CCR expires within the awarding cycle, the grantee agrees to submit an updated CCR no later than 15 days after the expiration date to the designated awarding program under the Office of Justice Programs

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

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

**Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct** - The recipient must promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act, or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar

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misconduct involving grant funds This condition also applies to any subrecipients Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail

Mississippi Department of Public Safety Planning  
Office of Justice Programs  
1025 Northpark Drive  
Ridgeland, Mississippi 39157  
Contact 601-977-3700  
or  
e-mail [oig\\_hotline@usdoj.gov](mailto:oig_hotline@usdoj.gov)  
Hotline (in English/Spanish) (800) 869-4499 or Hotline fax (202) 616-9881

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

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

**Civil Rights EEOP** - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C F R Section 42 302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance

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

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

**EQUAL TREATMENT REGULATION**

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

**EQUAL EMPLOYMENT OPPORTUNITY**

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

Please check one \_\_\_\_\_ Required  Not Required

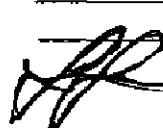
**ENFORCING CIVIL RIGHTS LAWS**

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

**NON-SUPLANT CERTIFICATION**

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

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**TASK FORCE TRAINING** - The grantees agree that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfl1.org](http://www.ctfl1.org)). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfl1.org](http://www.ctfl1.org)).

**PUBLICATION REQUIREMENT** – The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant as least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "The project was supported by Grant No. 2011-DJ-BX-2694 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, the Community Capacity Development Office, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJP financial Guide provides guidance on allowable printing and publication activities.

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**Mississippi Department of Public Safety Planning  
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Compliance with these requirements will be monitored during the annually programmatic onsite monitoring visit

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

Clay County Board of Supervisors  
Agency's Name

11LB1131  
Subgrant Award Number

Luke Lummus  
Authorized Official (Please Print)

President  
Authorized Official Title

  
Authorized Official (Signature)

11/8/12  
Date

  
Initial

# ATTACHMENT A

## OFFICE OF JUSTICE PROGRAMS SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that

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

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

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

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

Additional information regarding a grantee's EEO requirements can be found at [http://www.ojp.usdoj.gov/about/oci/eeop\\_comply.htm](http://www.ojp.usdoj.gov/about/oci/eeop_comply.htm)

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

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


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

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

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

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

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

<u>Clay County Board of Supervisors</u>	11LB1131
Name of Agency or Organization	Subgrant Number
<u>Luke Lummas</u>	
Chief Administrative Officer	
<u>11/8/12</u>	
Date	

76

ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

CERTIFICATION OF COMPLIANCE WITH REGULATIONS  
NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY

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

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

Subgrant Number 11LB1131 Award Amount \$ 2,877.94

Subgrant Project Title  
Clay County BOS Sheriff's Department JAG Grant

Organizational Name (Subgrantee or Funded Entity)  
Clay County Board of Supervisors  
Sheriff's Department

Address  
P O Box 815  
West Point MS 39773

Telephone Number 662-494-3124

Subgrantee Duration

Beginning Date 11/1/12 Ending Date 2/28/13

Project Director's Name Address and Telephone Number

Alicia Amy Berry, Chanceney Clerk  
P.O. Box 815  
West Point, MS 39773


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

Therefore I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42 301 et seq subpart E that it has been signed into effect by the proper authority and disseminated to all employees and that it is on file for review or audit by officials of the Office of Justice Programs DPSP or the Office for Civil Rights Office of Justice Programs U S Department of Justice as required by relevant laws and regulations

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

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

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

  
\_\_\_\_\_  
Authorized Official's Signature  
(Subgrantee)

11/8/12  
\_\_\_\_\_  
Date

Luke Lummus, President  
\_\_\_\_\_  
Typed or Printed Name

President  
\_\_\_\_\_  
Person's Organizational Title

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

**ATTACHMENT C**

**Federal Civil Rights Compliance Checklist**

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

- Yes  
 No

If yes on what date did the subrecipient prepare the EEO?

not required

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

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

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

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

Comments

Personnel policy

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

Comments

Personnel Policy + Posters

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

- Yes
- No

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

- Yes
- No

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

- Yes
- No

Comments

we have had none

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

none

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

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

- Yes
- No

Comments

Attend annual Human Resource Revised May 2012  
Training

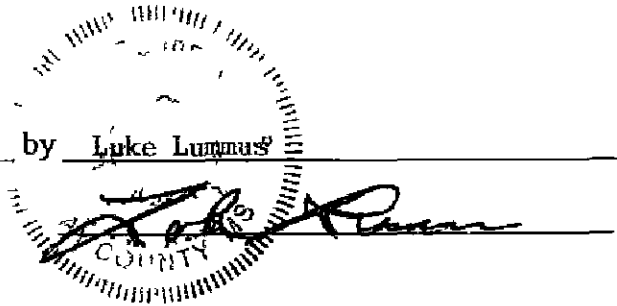


Office of Justice Programs  
Division of Public Safety Planning

Civil Rights Training Certification Form

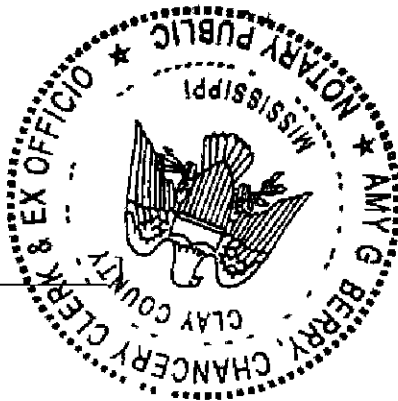
The Clay County Board of Supervisors, hereby certifies that our agency has received Civil Rights Training required by the Office of Civil Rights and the Mississippi Division of Public Safety Planning in order to administer federal funds according to federal guidelines. Our agency further certifies that we have and/or will notify all employees, clients, customers, and program participants that discrimination is prohibited and the procedures for filing a complaint of discrimination.

State of Mississippi  
[County] of Clay  
Signed [or attested] before me on 11/8/12 by Luke Lummas  
(Date) (Name(s) of Individual(s))



[Signature]  
Signature of notarial officer  
Stamp

Chancery Clerk  
Title of office  
[My commission expires \_\_\_\_\_]



Chancery Clerk & Ex Officio Notary Public  
My Commission Expires Jan 4, 2016

**ATTACHMENT F**

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

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

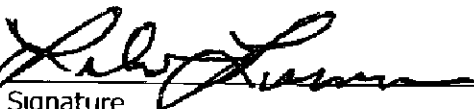
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Luke Lummus, President

Name and Title of Authorized Representative



Signature

11/8/12

Date

Clay County Board of Supervisors

Name of Organization

P O Box 815

Address of Organization

West Point, MS 39773

Revised May 2012

**ATTACHMENT G**

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

Clay County Board of Supervisors  
Name and Address of Organization

  
Name of Authorized Individual  
Signature and Date

11LB1131  
Subgrant Number

*Revised May 2012*



CLAY, COUNTY OF  
DUNS 079117719 CAGE Code 5YT63  
Status Active

205 COURT ST  
WEST POINT, MS, 39773-2984 ,  
UNITED STATES

### Entity Overview

#### Entity Information

**DUNS** 079117719  
**Name** CLAY COUNTY OF  
**Business Type** US Local Government  
**POC Name** None Specified  
**Registration Status** Active  
**Expiration Date** 06/10/2013

#### Exclusions

**Active Exclusion Records?** No

SAM | System for Award Management 1.0

IBM v1 327 20121026-2218

WWW4

**Note to all Users** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THIS BOARD TO  
EXECUTE A GRANT AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF  
ENVIRONMENTAL QUALITY**

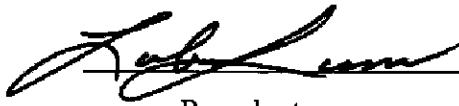
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There came on this day for consideration the matter of authorizing the President of this Board to execute a grant agreement with the Mississippi Department of Environmental Quality

It appears to this Board that the Solid Waste Assistance Grant (SWAG) has been appropriated for Clay County MS in the amount of \$11,658 and the Board of Supervisors has determined that these grant funds should be used to pay the costs of employing a local solid waste enforcement officer

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to authorize the President to execute the grant application and approve same as attached hereto as Exhibit A

SO ORDERED this the 8<sup>th</sup> day of November, 2012

  
\_\_\_\_\_  
President



STATE OF MISSISSIPPI

PHIL BRYANT  
GOVERNOR

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

TRUDY D FISHER EXECUTIVE DIRECTOR

September 10, 2012

Mr Luke Lummus, President  
Clay County Board of Supervisors  
P O Box 815  
West Point, MS 39773

Dear Mr Lummus

We are beginning our sixteenth year of the Local Government Solid Waste Assistance Grants Program. This program, adopted by the Mississippi Legislature in 1997, provides solid waste assistance grants to counties, municipalities and regional solid waste management authorities. For the 2013 State Fiscal Year (beginning July 1, 2012 and ending June 30, 2013), we anticipate that approximately \$2,600,000 will be available for providing these grants to local governments. One half of this fund is available to counties through noncompetitive grants and is allocated to each county based on the Mississippi Department of Transportation State Road Aid formula. The other half of the fund is available to counties, municipalities, regional solid waste management authorities or other multi-county entities through grants on a competitive basis. The Department estimates that approximately **\$11,658** from the noncompetitive funds is available to Clay County for this State Fiscal Year. Your county will have until April 30, 2013 to request this grant allocation for this fiscal year (application form enclosed).

The allowable uses for these grant funds include the following:

- (a) Clean up of existing and future unauthorized dumps on public or private property,
- (b) Establishment of a collection center or program for white goods, recyclables or other bulky rubbish waste not managed by local residential solid waste collection programs,
- (c) Provision for public notice and education related to the proper management of solid waste, including recycling,
- (d) Payment of a maximum of fifty percent (50%) of the cost of employing a local solid waste enforcement officer,

OFFICE OF POLLUTION CONTROL

POST OFFICE BOX 2261 • JACKSON MISSISSIPPI 39225 2261 • TEL (601) 961 5171 • FAX (601) 354 6612 • www.deq.state.ms.us  
AN EQUAL OPPORTUNITY EMPLOYER

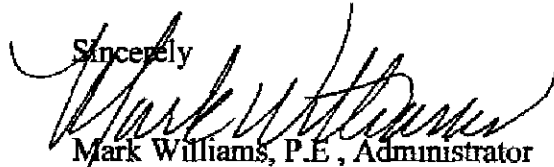
Mr Luke Lummus  
September 10, 2012  
Page 2

- (e) Payment of a maximum of seventy-five percent (75%) of the cost of conducting household hazardous waste collection programs, and
- (f) Development of other local solid waste management program activities associated with the prevention, enforcement or abatement of unauthorized dumps, as approved by the Commission on Environmental Quality

The law prevents use of these funds for the establishment or operation of a landfill, rubbish site, or other disposal facility, the routine collection of garbage, or the collection of garbage fees

Your county is also eligible to apply for additional funds on a competitive basis during the fiscal year. Applications for competitive grant funds will be accepted by MDEQ on October 1, 2012 and April 1, 2013. We encourage you to consider what activities will best serve your county in enhancing local solid waste conditions and apply for the amount of funds which you have been allocated. The Department will also accept a joint application from the county for grant funds from both the non-competitive and competitive grant categories, if the county desires to submit such an application. Our office is eager to assist you in obtaining and using these funds.

If you have any questions or would like a copy of the regulations governing the program, please call Denise Rodgers or Luis Murillo at 601-961-5171.

Sincerely  
  
Mark Williams, P.E., Administrator  
Solid Waste Policy, Planning & Grants Branch

enclosures



**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
GRANT APPLICATION  
PART 1. GENERAL INFORMATION**

- 1 Name of Applicant \_\_\_\_\_
- 2 Address of Applicant \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 3 Telephone No of Applicant \_\_\_\_\_
- 4 Contact Person \_\_\_\_\_
- 5 Address of Contact Person (if different than applicant) \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 6 Telephone No of Contact Person \_\_\_\_\_
- 7 Email Address of Contact Person \_\_\_\_\_
- 8 Grant Request Category  
\_\_\_\_\_ a Local Government Solid Waste Assistance Grant (attach Part 2a)  
Competitive grant request \_\_\_\_\_ Non-Competitive grant request \_\_\_\_\_  
\_\_\_\_\_ b Local Government Solid Waste Planning Grant (attach Part 2c)  
\_\_\_\_\_ c Local Government Waste Tire Grant (attach Part 2b)
- 9 Descriptive Title of Project/Program \_\_\_\_\_  
\_\_\_\_\_
- 10 Describe the geographic area which the project/program will serve including the population to be served and list all political subdivisions to be served (e.g. counties, cities, etc.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 11 Is applicant in violation of or delinquent on any condition of a previously awarded grant or loan from the MDEQ?  
\_\_\_\_\_ yes \_\_\_\_\_ no (If yes, please attach an explanation)
- 12 Certification  
To the best of my knowledge and belief, I certify that the information provided in this application including attachments is true, accurate, and correct. I further certify that I possess the authority to apply for this grant on behalf of the applicant.
- \_\_\_\_\_  
Name of authorized representative (Please type or print)                      Signature of authorized representative
- \_\_\_\_\_  
Title of authorized representative (Please type or print)                      Date

Mississippi Department of Environmental Quality  
Solid Waste Policy, Planning & Grants Branch  
P. O. Box 2261, Jackson, MS 39225  
Phone: 601-961-5171/Fax: 601-961-5785

# SOLID WASTE ASSISTANCE GRANT REQUEST

## PART 2a

1 Grant Applicant \_\_\_\_\_

2 Please check one or more of the following activities which the applicant intends to conduct with the requested funds and include an estimate of the total funds needed to conduct the activity. Also attach a more detailed proposed breakdown of how the funds will be used such as costs for construction, equipment, personnel, administration, etc. (Note that no more than 3% of the funds may be used for administration of the grant.)

		Funds Requested
<input type="checkbox"/>	A Cleanup of existing and/or future unauthorized dumps on public or private property	\$ _____
<input type="checkbox"/>	B Establishment of a collection center or program for white goods, recyclables or other bulky rubbish waste not managed by local residential solid waste collection programs	\$ _____
<input type="checkbox"/>	C Provision of public notice and education related to the proper management of solid waste including recycling	\$ _____
<input type="checkbox"/>	D Payment of the costs of employing a local solid waste enforcement officer (Complete Supplemental Part 3)	\$ _____
<input type="checkbox"/>	E Payment of a maximum of seventy five percent (75%) of the cost of conducting household hazardous waste collection programs	\$ _____
<input type="checkbox"/>	F Development of other local solid waste management program activities associated with the prevention, enforcement or abatement of unauthorized dumps as approved by the commission	\$ _____
<b>TOTAL FUNDS REQUESTED</b>		<b>\$ _____</b>

3 Please attach a narrative description for each part of Section 2 checked above indicating how the applicant proposes to conduct the activities with the funds requested.

- If the activity includes Section 2 A, the description must identify the primary solid waste management facilities that will be utilized to ensure proper management of all solid wastes. The description must also identify the person or office that will be responsible for making a reasonable effort to require any known person(s) responsible for creating an unauthorized dump to clean up the property before the applicant expends money from the grant funds to do so and the person or office that will be responsible on behalf of the applicant for making a reasonable effort to recover from the responsible person any funds expended by the applicant.
- If the activity includes Section 2 B, the description should identify the location of any proposed collection center, if known, and any other primary solid waste management facilities that will be utilized to ensure proper management of all collected items.
- If the activity includes Section 2 D, applicant must submit Part 3 Enforcement Officer Supplemental Grant Request form.
- If the activity includes Section 2 E, the project shall be conducted in accordance with the Mississippi Right-Way -To-Throw-Away Program Regulations.

Mississippi Department of Environmental Quality  
Solid Waste Policy, Planning & Grants Branch  
P. O. Box 2261, Jackson, MS 39225  
Phone: 601-961-5171/Fax: 601-961-5785

**SOLID WASTE ENFORCEMENT OFFICER  
SUPPLEMENTAL GRANT REQUEST FORM  
PART 3 (continued)**

5 Enforcement Officer Information

- a Name of Officer (if position filled) \_\_\_\_\_
- b Position Title \_\_\_\_\_
- c Division or Department \_\_\_\_\_
- d Officer Contact Information
  - Work Mailing Address \_\_\_\_\_
  - Work Phone Number \_\_\_\_\_
  - Work Fax Number \_\_\_\_\_
  - E-Mail Address (if available) \_\_\_\_\_

6 The applicant must include a detailed job description which describes the Division or Agency of the local government in which the officer is employed the enforcement officer's primary duties and the percentage of time allocated to each primary duty. The work duties of the officer shall generally comply with the guidance document developed by the Department of Environmental Quality entitled "Local Solid Waste Enforcement Officers' Duties and Procedures".

Mississippi Department of Environmental Quality  
Solid Waste Policy, Planning & Grants Branch  
P. O. Box 2261, Jackson, MS 39225  
Phone: 601-961-5171/Fax: 601-961-5785

**SOLID WASTE ENFORCEMENT OFFICER  
SUPPLEMENTAL GRANT REQUEST FORM  
PART 3**

1 Grant Applicant \_\_\_\_\_

2 Standard Enforcement Officer Funding (up to 50%)

The standard enforcement officer funding may be requested from the local government's eligible Solid Waste Assistance Grant (SWAG) funding for the state fiscal year. Alternate funding (derived from waste tire funds) for the enforcement officer may be requested by the applicant, if the applicant elects to utilize its eligible SWAG funds for other solid waste projects.

**Amount Requested**

A Solid Waste Assistance Grants (SWAG) Funds or \_\_\_\_\_

B Alternate Base Funds (From waste tire funds) \_\_\_\_\_

3 Established Program Supplements

If the applicant has an established enforcement officer program (at least 2 years) and has requested the standard SWAG grant as per Section 2 A above, the applicant may request supplemental enforcement officer funding (derived from waste tire funds).

A Established Program Supplement (up to 25%)  
(Provide narrative indicating that the program has functioned successfully at least 2 years) \_\_\_\_\_

B Local Ordinance Supplement (up to 10%)  
(Attach copies of local illegal dumping ordinances and a narrative description of how such ordinances are enforced) \_\_\_\_\_

4 Total Grant Funding and Applicant Contribution

Total Grant Funds Requested  
(Total Funding From Parts 2 & 3) \_\_\_\_\_

Total Applicant Contribution \_\_\_\_\_

**Total Enforcement Officer Cost**  
(Note: State Grant Regulations define the cost of employing a solid waste enforcement officer as salary and fringe benefits) \_\_\_\_\_

Mississippi Department of Environmental Quality  
Solid Waste Policy, Planning & Grants Branch  
P. O. Box 2261, Jackson, MS 39225  
Phone: 601-961-5171/Fax: 601-961-5785

(See Back)

NO \_\_\_\_\_

IN THE MATTER PAYING THE CHANCERY CLERK FOR MAKING COPIES OF  
ASSESSMENT ROLLS OF CLAY COUNTY, MISSISSIPPI FOR 2011

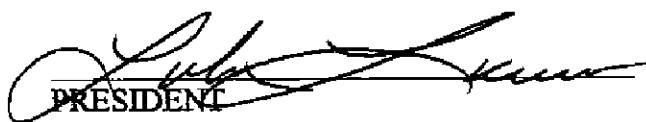
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There came on this day for consideration the matter of paying the Chancery Clerk for making copies of assessment rolls of Clay County, Mississippi, for 2012

It doth appear to this Board that the Clerk, Amy G Berry, hath properly prepared and copied the assessment rolls, and under the authority of Section 25-3-21 of the *Mississippi Code of 1972*, it is hereby ordered that the Clerk be paid for preparing the following recapitulation assessment rolls, to-wit

Two (2) copies of the realty roll, each containing 12,775 separate assessments at 3 cents per assessment per copy	\$766 50
Two (2) copies of the mobile home roll at \$150 00 per copy	\$300 00
Two (2) copies of the personalty roll at \$150 00 per copy	\$300 00

SO ORDERED, this the 8<sup>th</sup> day of November, 2012

  
PRESIDENT

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING PAYMENT OF CLAIMS**

---

There came on this day for consideration the matter of authorizing payment of claims

It appears to this Board as attached hereto as Exhibit A claims have been presented for payment in the amount of \$7,352 incurred for the engineering and environmental studies completed for the development of the industrial mega site and should be remitted to the TRVWMD for payment of the said claims from the County's N E MS Development Trust Fund

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to authorize the said claims as attached hereto as Exhibit A for payment and further directs the TRVWMD to pay the said claims from the County's N E MS Development Trust Fund

SO ORDERED this the 8<sup>th</sup> day of November, 2012

  
\_\_\_\_\_  
President

**MARKETING ALLIANCE**1818 Crane Ridge Drive Suite 100  
Jackson MS 39216**Invoice**Columbus Lowndes Development LINK  
Brenda Lathan  
P O Box 1328  
Columbus MS 39703

Date	Invoice #
10/31/2012	17930

P O No	Terms	Ship Date
	Net 30	10/31/2012

Item	Description	Time	Date	Amount
3D Production	<p>Clay County 3D Presentation Time to date for the month of October 2012</p> <p>Includes finalzing 3D environments props landscaping, atmosphere rendering out animations rewrite to script after voice over was cut redo voice over make revised edits finalize edits with music and voice over render final movie save in multiple formats production management, and client coordination</p> <p>Total time 189.6 hours Billing remaining budget of \$6 000 plus \$1 000 for script revisions</p> <p>Please remit payment to Marketing Alliance Inc 207 Cross Street Suite 105 Punta Gorda Florida 33950</p>			7 000 00
<p>Thank you for your business If you have any questions please call 601 713 0045</p>			<b>Total</b>	\$7 000 00



**MARKETING ALLIANCE**

1818 Crane Ridge Drive Suite 100  
Jackson MS 39216

**Invoice**

Columbus Lowndes Development LINK  
Brenda Lathan  
P O Box 1328  
Columbus MS 39703

Date	Invoice #
10/31/2012	17931

P O No	Terms	Ship Date
	Net 30	10/31/2012

Item	Description	Time	Date	Amount
3D Production	<p>Clay County 3D Sales Presentation - Teaser Cut Time to date for the month of October 2012 through completion</p> <p>Includes editing the movie down to a short teaser preview rendering final teaser save in multiple formats production management and client coordination</p> <p>3 2 hours</p> <p>Please remit payment to Marketing Alliance Inc 207 Cross Street Suite 105 Punta Gorda Florida 33950</p>			352 00
<p>Thank you for your business If you have any questions please call 601 713 0045</p>			<b>Total</b>	<b>\$352 00</b>



NO \_\_\_\_\_

**IN THE MATTER OF APPROVING AN ORDINANCE PROVIDING FOR TERMS AND  
CONDITIONS FOR USING COUNTY ROADS FOR HAULING HEAVY LOADS AND  
PROVIDING FOR PENALTIES FOR VIOLATIONS OF THE TERMS AND  
CONDITIONS PROVIDED HEREIN**

---

There came on this day for consideration the matter of approving an ordinance providing for terms and conditions for using county roads for hauling heavy loads and providing for penalties for violations of the terms and conditions provided herein

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to approve of the Heavy Hauling Ordinance as attached hereto as Exhibit A

SO ORDERED this the 8<sup>th</sup> day of November, 2012



President

94 - A

0

**AN ORDINANCE PROVIDING FOR TERMS AND CONDITIONS  
FOR USING COUNTY ROADS FOR HAULING HEAVY LOADS  
AND PROVIDING FOR PENALTIES FOR VIOLATION OF THE  
TERMS AND CONDITIONS PROVIDED HEREIN**

**BE IT RESOLVED** by the Clay County Board of Supervisors as follows

**SECTION 1 PURPOSE**

1 The Board of Supervisors of Clay County, Mississippi, does hereby determine that certain restrictions and requirements are necessary for the protection of the county roads in Clay County, Mississippi

2 This ordinance is adopted for that purpose

**SECTION 2 DEFINITIONS**

As used in this ordinance, the following words and terms shall be defined as follows

1 **Applicant** shall mean the person, company or entity which applies for a permit to haul heavy loads over any county road

2 **Clerk** shall mean the Chancery Clerk of Clay County Mississippi

3 **County** means the Clay County, Mississippi, acting by and through its duly elected Board of Supervisors

4 **County road** shall mean any public road in Clay County, Mississippi, over which the County has supervision

5 **Driver** shall mean the person operating the vehicle used in hauling the heavy load

6 **Heavy loads** shall mean loads consisting of logs, sand and gravel, oil and gas, garbage, cement, heavy equipment, and any other load that would exceed 50,000 pounds or more, including vehicle and load

7 **Justice Court** shall mean the Clay County, Mississippi, Justice Court

8 **Owner** shall mean the person, company or entity which owns the vehicle used for heavy hauling

94-B

9 **Permit** shall mean a permit granted to any applicant desiring to haul heavy loads over any county road

10 **Permitted route** shall mean those county roads which shall be designated in the permit over which the Applicant shall be authorized to travel

### SECTION 3 APPLICATION REQUIREMENTS

1 Prior to hauling heavy loads over any county roads owned and operated by the Clay County, Mississippi Board of Supervisors, such hauler ( hereinafter referred to as the "Applicant") shall petition the Board of Supervisors of Clay County, Mississippi, for a permit to haul such heavy load and shall not commence such hauling until such permit is granted. The Permit shall be a separate document to be issued by the Clerk and/or the Supervisor in whose district such hauling will occur

2 The Applicant, prior to commencing hauling operations over Clay County roads in any one Supervisor's District, shall construct or cause to be constructed any entry ramps along the roads permitted and shall install any necessary culverts under the ramps for adequate drainage and same shall not be altered or changed without the approval of the Clay County Board of Supervisors or its authorized representative. These entry ramps and culverts will be designated on each application as said application is approved. These entry ramps and culverts shall be designated on this application as required by Clay County

3 In consideration for the right of the Applicant to construct its facilities and to haul loads in excess of the design weight limit of 50,000 pounds over the county roads as described above in Clay County, Mississippi, for exploration for such resources as timber, sand and gravel, oil and gas, garbage, cement, and heavy equipment, restrictions as promulgated by the Board of Supervisors of Clay County, Mississippi, the Applicant agrees to abide by the terms of the permit and the provisions contained in this ordinance

4 The Applicant shall be responsible for all ramps and culverts constructed by him. The Applicant shall be responsible for any damages to public roads used which are caused by his operations. The Applicant will hold harmless the County of Clay from any liability caused by his operations and possible interference with the normal flow and safety of traffic

5 By receipt of the permit, the Applicant acknowledges that all bridges in Clay County are not adequate for the maximum loads authorized by law and the Applicant will assume the risk of injuries or damages resulting from the failure of any bridge that is designated as being inadequate for a weight more than 50,000 pounds. The Applicant shall be responsible for any damage to such bridge and shall hold Clay County harmless for any injury or damage caused by the failure of such bridge

94-C

6 By receipt of the permit, the Applicant acknowledges that neither the Applicant nor the Owner shall receive any subsequent hauling permit until any and all damages provided in this Application are fully paid and/or satisfied

7 By receipt of the permit, the Applicant shall further agree that particular care will be taken to keep mud clods and other debris off the county roads especially at the point of entry The APPLICANT agrees to pay for any cost of cleaning such material from the roadway where same has become a hazard to the traveling public

8 By receipt of the permit, The Applicant further agrees that in the event that timber is being cut to be hauled over county roads pursuant to the county road, it shall remove all of said timber, trees, limbs, and/or treetops from the county right-of-way and from county road ditches The Applicant agrees to pay the county for any cost of cleaning such timber, trees limbs, and/or treetops from the county right-of-way and/or ditches in the event said items are not removed by the Applicant

9 By receipt of the permit, the Applicant agrees that except as herein stated, no right exists for the hauling of heavy loads over the county roads of Clay County, Mississippi as described herein without this Application and Permit being approved by the Supervisor of the Districts within which such hauls are to take place and/or the designated representative of such Supervisor

11 A Permit Fee of \$100.00 shall be required for each job in each Supervisor's District is required and payment will be made to Clay County, Mississippi A copy of the permit is to be displayed and carried in each permitted vehicle

12 Should damage be done to a county road county property or county bridge during the exercise of a granted permit, no further permit shall be issued to the Applicant or any party in privity with the Applicant until all such damages are paid for the roads, property and bridges so damaged

13 The permit shall specify the permitted route for the Applicant The Applicant shall not be allowed to travel over any county road not designated as a permitted route Should any applicant violate this provision, the driver and Applicant shall be in violation of this ordinance

14 For timber cutting, the Supervisor in whose district such timber is cut shall have the authority to designate the areas to be used as the loading zone for the Applicant

## **SECTION 5 INSURANCE AND BOND**

1 Proof of public liability insurance of the Applicant in limits acceptable to the County may be required as a condition of the grant of the permit The amount of liability insurance coverage required shall be not less than \$100,000.00 per occurrence Also, applicant shall be required to show proof of vehicular liability insurance, with no exclusion for damage to roads/road beds, in not less than \$100,000/\$300,000 limits for any vehicle to be used in such hauling to obtain a permit

94-Δ

2 Prior to the grant of a permit, a performance bond may also be required in the discretion of the Supervisor in whose district the heavy hauling shall occur

**SECTION 6 ENFORCEMENT**

The Supervisor, Sheriff and Constables of Clay County, Mississippi are charged with enforcement of any granted permit and should any violation occur

**SECTION 7 PENALTIES**

1 For the first violation of the provisions of this ordinance the driver of any vehicle in violation hereof shall be fined the sum of TWO HUNDRED FIFTY DOLLARS (\$250 00) and the Applicant, if different from the driver shall also be fined the sum of TWO HUNDRED FIFTY DOLLARS (\$250 00)

2 For a second violation of the provisions of this ordinance, the driver of any vehicle in violation hereof shall be fined the sum of FIVE HUNDRED DOLLARS (\$500 00) and the Applicant if different from the driver shall also be fined the sum of FIVE HUNDRED DOLLARS (\$500 00)

3 For a third violation of the provisions of this ordinance, the driver of any vehicle in violation hereof shall be fined the sum of ONE THOUSAND DOLLARS (\$1000 00) and, in the discretion of the Justice Court Judge, may be imprisonment in the County jail for a period of not more than thirty (30) days, and the Applicant, if different from the driver, shall also be fined the sum of ONE THOUSAND DOLLARS (\$1000 00) and, in the discretion of the Justice Court Judge, may be imprisonment in the County jail for a period of not more than thirty (30) days

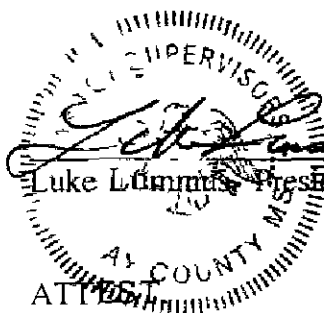
**SECTION 8 EFFECTIVE DATE**

The above ordinance called for vote upon motion by Supervisor Shelton Deanes, seconded by Supervisor Lynn Horton, with votes being cast as follows

<u>Supervisor</u>	<u>Vote</u>
Lynn Horton	'Aye"
R B Davis	'Aye"
Shelton Deanes	"Aye"
Floyd McKee	"Aye"
Luke Lummus	"Aye"

94-E

Said motion having been passed unanimously, said Ordinance was duly adopted by the Board of Supervisors of Clay County, Mississippi, at its regular meeting of November 8, 2012



*Luke Linn*  
\_\_\_\_\_  
Luke Linn, President  
CLAY COUNTY MISSISSIPPI  
ATTORNEY GENERAL

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

94-F

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE BOARD ATTORNEY, BOB MARSHALL,  
TO MAKE THE NECESSARY CHANGES TO THE VOLUNTEER FIRE CONTRACT**

---

There came on this day for consideration the matter of authorizing the Board Attorney, Bob Marshall, to make the necessary changes to the Volunteer Fire Contract

It appears to this Board Bob Marshall, Board Attorney, is requesting the Board to modify the existing contract with the Volunteer Fire Departments as attached hereto as Exhibit A based upon the recommendation given from Larry Barr's office at the State Fire Marshall's office

After motion by Shelton Deanes and second by R B Davis this Board doth vote unanimously to authorize the Board Attorney to make the necessary changes to the current Volunteer Fire Contracts as recommended by the State Fire Marshall's Office, Larry Barr

SO ORDERED this the 8<sup>th</sup> day of November, 2012

  
President

ADDENDUM AND AMENDMENT OF CONTRACT FOR  
FIRE PROTECTION SERVICE BETWEEN THE CLAY COUNTY  
BOARD OF SUPERVISORS AND THE \_\_\_\_\_  
VOLUNTEER FIRE DEPARTMENT OF CLAY COUNTY, MISSISSIPPI

WHEREAS, by contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 2012, the Clay County Board of Supervisors and the \_\_\_\_\_ Fire Department of Clay County, Mississippi, entered into a contract by which such fire department would provide volunteer fire services to certain areas of Clay County, Mississippi, and

WHEREAS, by mutual agreement of the parties, Paragraph VI FINANCIAL SERVICES shall be amended to read as follows to comply with the requirements of the State Fire Marshall of the State of Mississippi, to-wit

I FINANCIAL SUPPORT

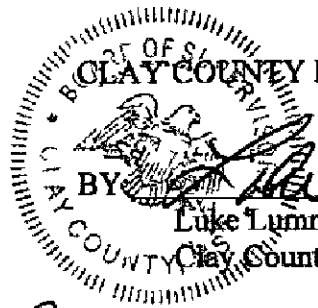
There are currently seven (7) volunteer fire departments serving all areas of Clay County outside the city of West Point, Mississippi. The undersigned Fire Department is one of the seven departments. Funding from the County derived through State Insurance Rebate Funds and the County Fire Protection Levy shall be budgeted equally between all approved fire departments providing fire protection services to a designated area of the County. In return for the rural fire protection service provided by the Volunteer Fire Departments in Clay County, the Board of Supervisors will pay to the undersigned Volunteer Fire Unit a sum of FOUR THOUSAND DOLLARS (\$4,000.00) per year in each year of this contract. In addition the Board will pay over to each of the Volunteer Fire Departments, as the funds become available to the County, an amount equal to one-seventh (1/7<sup>th</sup>) of the County fire insurance rebate funds received during the fiscal year less (1) any insurance premiums paid by the County for fire protection, (2) any internet expenses paid by the County for any fire protection services, (3) expenses of retirement of debt issued for volunteer fire purposes, and (4) any other expenses incurred by the County for fire protection services. Such funds shall be distributed by the County to such Volunteer Fire Departments within six weeks of receipt thereof by the County. Additional appropriations may be made by the County from time to time in aid of particular fire departments or for a particular special project, but each additional appropriation shall be expressly within the sole discretion of the County. The expenditure of County funds budgeted for the Fire Department shall be according to the procedures and for the purposes provided by State Law. In order to facilitate major expenditures for fire fighting equipment and/or capital construction, the County may pledge a portion of these budgeted funds as security. The Fire Department shall annually submit a detailed budget request through the County Fire Coordinator not later than July 1. The Fire Department shall meet the reporting requirements of the State Commissioner of Insurance in order to receive funding through the County budget appropriation.



All other provisions of such contract, not amended hereby, shall remain in full force and effect

This addendum and amendment to this contract was duly approved by the Board of Supervisors of Clay County, Mississippi, at its meeting held on November 8, 2012,

SIGNED on this the 8<sup>th</sup> day of November, 2012


  
 CLAY COUNTY MISSISSIPPI  
 BY Luke Lummus  
 Luke Lummus, President  
 Clay County Board of Supervisors

ATTEST  
Chancery Clerk  
 Chancery Clerk

Approved and authorized by the \_\_\_\_\_ Volunteer Fire Department, Inc on the \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
VOLUNTEER FIRE DEPARTMENT, INC

By \_\_\_\_\_  
President

ATTEST  
\_\_\_\_\_  
Secretary

APPROVED

\_\_\_\_\_  
COMMISSIONER OF INSURANCE

\_\_\_\_\_  
DATE

**IN THE MATTER OF TRANSFERRING CERTAIN FUNDS  
IN CLAY COUNTY, MISSISSIPPI**

---

There came on this day for consideration the matter of transferring certain funds in Clay County, Mississippi


It appears to this Board grant monies have been received from the NRCS Grant funding the two NRCS debris removal and EWP Projects in Clay County and comes now the time to pay the said contractors pending reimbursement received from the TRVMD for the 15% matching portion, and

It appears to this Board as attached hereto as Exhibit A outlines the amount of money that has been appropriated for Clay County at the TRVWMD and after considering revenues sources at the TRVWMD and expenses remaining to be paid on the NRCS projects a shortfall of funds exist in the amount of \$ 24,066.93, and

It appears since the said NRCS projects benefitted three of the five districts the shortfall on the said projects in the amount of \$ 24,066.93 should be split 3 ways and transferred from the three districts Bridge Funds and deposited into the County's NRCS Grant Account in order for the claims incurred on the NRCS Grant project to be paid

After motion by R B Davis and second by Floyd McKee this Board doth vote unanimously to transfer \$ 24,066.93 from District 3, 4, and 5's Bridge Fund and deposited into fund #073, Clay County NRCS Grant Fund in order to cover the projected shortfall on the NRCS Projects

SO ORDERED this the 8<sup>th</sup> day of November, 2012

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE PRESIDENT TO EXECUTE A  
CONTRACT WITH SANDERS AND ASSOCIATES FOR MAPPING AND APPRAISAL  
SERVICES**

---

There came on this day for consideration the matter of authorizing the President to execute a contract with Sanders and Associates for Mapping and Appraisal Services

It appears to this Board as attached hereto as Exhibit A are three contracts, Mapping Maintenance Contract, Appraisal Maintenance of Real Property Contract, and Appraisal Maintenance Contract for Personal Property as presented by Mike Sanders of Sanders and Associates, and

It appears the said contracts are only for a one year term as opposed to a four year term in an effort for Mr Sanders to have time to review the contracts and make any changes

After motion by R B Davis and second by Floyd McKee this Board doth vote unanimously to approve the said contracts and authorizes the Board to execute the mapping and appraisal contracts as attached hereto as Exhibit A

SO ORDERED this is the 8<sup>th</sup> day of November, 2012

  
\_\_\_\_\_  
President

**STATE OF MISSISSIPPI**  
**UNIFORM**  
**MAPPING MAINTENANCE CONTRACT**  
**ARTICLES OF AGREEMENT**

This agreement made this 8<sup>th</sup> day of November, 2012, by and between Clay County, Mississippi, hereinafter after referred to as County, party of the first part, and Sanders & Associates Appraisal & Mapping Services, hereinafter after referred to as Company, party of the second part, witnesseth

**WHEREAS**, the Company proposes to furnish the services of its qualified and experienced personnel for the purposes of maintaining and correcting ownership mapping and related records of certain properties in Clay County, according to the provisions and specifications herein contained or made a part hereof by attachment hereto or reference herein contained, and,

**WHEREAS**, the County desires to contract for said services in the manner following

**NOW, THEREFORE**, it is hereby agreed that the Company will map, maintain, and correct all property ownership maps and map work cards for the period commencing on January 1, 2012 through and including the final maintenance period date of January 7, 2013

**I GENERAL PROVISIONS**

**A DEFINITIONS**

As used in this agreement the following words shall have the meaning attributed to them in this subsection

- 1 The word "Company" means the person contracting to perform the work
- 2 The word "County" means Clay County, Mississippi
- 3 The word "Commission" means the Mississippi State Tax Commission
- 4 The word "project" shall mean the total program for the maintenance of ownership mapping for tax assessment purposes of all real property located in Clay County, Mississippi, in accordance with the terms, provisions, and specifications of this agreement
- 5 The word "ownership maps" or "mapping" means all ownership maps and relevant related records, documents, and mapping materials which were prepared, compiled and delivered to the County under the original contract for mapping and reappraisal with said County
- 6 The word "maintenance" means the annual process of correcting, changing, and revising the County's maps, map work cards, ownership information, and all mapping related documents and records to reflect current status and information as of the end

of the maintenance period

**B** TERMS AND CONDITIONS

- 1 The Assessor shall have the right at all times to review progress and work in the performance of the contract and to reduce in amount, or disapprove entirely, any progress payment when in the County's judgment, satisfactory progress has not been made or the quality and accuracy of the workmanship does not meet standards set forth by the Commission
- 2 It is further agreed and understood by the parties hereto that this contract was drawn in full accordance with and with intent to meet the instructions and requirements of the Commission relating to mapping, appraisals and appraisal procedures and in strict accordance with the procedures established by the Mississippi State Tax Commission State Appraisal Manual adopted by the Commission and that any failure to follow the procedures and standards except on written authorization of the Commission shall constitute a breach of contract
- 3 It is hereby specifically agreed that the Company shall diligently and expeditiously perform the services required by this contract in order that the contract can be completed at the earliest practical date

**C** STARTING AND COMPLETION DATES

Work on the project shall start no later than 10 days from the date this contract is approved and executed

This contract shall be completed no later than the 15th of May, 2013

**D** TERMINATION OF CONTRACT

- 1 This contract may be terminated by the County for the following reasons
  - (A) Failure of the Company to start work on the date specified
  - (B) Substantial evidence that the progress being made by the Company is insufficient to complete the work within the specified time
- 2 The Company must be notified in writing by the County of the conditions which make default of the contract imminent. The Company will have thirty (30) working days after this notice is given to correct the conditions to the satisfaction of the County. In the event such conditions are not corrected the County may declare the Company to be in default under the contract and notify the Company accordingly. In the event of such default, all work completed, work in progress, materials, appraisals, data, documents, and supplies produced or acquired for use under the contract or any other part of the work shall be delivered to the County within fifteen (15) working days. The right is reserved for the County to account for the work, materials, and documents to the Company and to use the same to complete, or have

completed, the project in accordance with the same standard of requirements, specifications and performance under which this contract was executed. When the work is thus finally completed, the total cost of the project will be computed by the County. If the total computed cost is more than the contract price contained in this agreement, the difference shall be paid by the Company to the County. The Company shall be firmly bound by the terms hereof.

E RECORDS AND WORK IN CUSTODY OF COMPANY

All maps, appraisals, computations, records, forms, cards, list of property owners, addresses, and any other materials acquired, produced or used in this project shall be furnished by the Company, and shall remain at all times the property of the County, provided that until such time as this contract is completed, terminated, or declared in default, the preservation and maintenance of all maps, cards, records, appraisals, computations, and other data assembled and prepared by the Company under this contract shall be the responsibility of the Company. The Company shall carry valuable papers insurance in an amount not less than \$2.00 per parcel and \$50.00 per enlargement of aerial photography when these items are to be maintained off-premises, based on the total number of parcels and enlargements in and of the County. Proof of coverage of valuable papers insurance shall be provided to said County prior to commencement of work on this project.

F INSURANCE COVERAGE

The Company shall carry liability insurance of an amount not less than \$1,000,000 and workman compensation insurance or coverage which shall save harmless the assessor, the County and the Commission from claims, demands, actions, and causes for action arising from an act or omission of the Company, its agents and employees in the execution of the work to be performed under this agreement, including the claims relating to labor and material furnished and patent rights and copyrights used in performing the work. Such insurance shall be subject to the approval of the County, provided, that such approval shall not relieve the Company of its duty to save harmless the tax assessor, the County, and the Commission from all such claims, and causes for action.

G OBSERVANCE OF LAW

The Company, at all times, shall observe and comply with federal, state and local laws, codes, ordinances and regulations in any manner affecting the conduct of the work, and the Company shall indemnify and save harmless the County, the State Tax Commission, and their respective officials, agents, and servants against any and all claims or liabilities arising from or based on the violation of any such law, ordinance, regulations, order or decree, whether by the Company or its employees.

## II SERVICES TO BE PERFORMED BY THE COMPANY

### A WORK PERFORMANCE

- 1 Said Company will correct and maintain said County's ownership maps, map work cards, and index maps commencing on January 1, 2012 and continuing through the end of the regular business day of January 7, 2013
- 2 Company will be responsible for making all splits, consolidations, name changes, size changes, pick-ups, cancellations, subdivisions, and any change necessary for the maintenance of said maps and related materials during the period covered by this agreement
- 3 Company will be responsible for providing mailing addresses on all new owners and all changes made during the period covered by this contract as indicated on the deeds and vesting instruments
- 4 All instruments of conveyance affecting map changes shall be listed in a conveyance log book and the status of each instrument shall be accounted for by map, block, and parcel number
- 5 Change order forms or maintenance forms shall be filled out on each change performed by said Company Said form shall contain all pertinent information affecting such change or adjustment Said form shall be approved by the County prior to commencement of the services herein agreed to

### B CORRECTIONS

- 1 Said Company shall be responsible under the terms of this contract for correcting all errors committed by the Company during the term of this contract and only those discovered before the end of normal business hours on the 15th day of May, 2013
- 2 Said Company shall be responsible under the terms of this contract for correcting all other errors discovered during the term of this contract and shall be paid at a rate of zero per change order or maintenance form as certified to the County as bona-fide errors needing correction Said payment shall be made for corrections exceeding 5% of total number of parcels existing at the commencement of this maintenance period, and all corrections up to and including all in number shall be made as part of the base price of this contract as stated in paragraph III-A
- 3 The Company shall deliver or have available for delivery to the County all field maps, current and completed, on or before May 1st of each year, for purposes of appraisal field review

### C PERSONNEL

The Company shall use competent employees of good character in the performance of the contract All employees must have sufficient skill and experience to perform properly

the work assigned to them. Employees executing highly technical work shall have sufficient education, training, or experience in such work to perform it properly and satisfactorily in the manner prescribed in these specifications. All employees who will be in contact with general public shall carry proper identification. The Company shall submit qualifications of all other personnel in a responsible capacity to the County. It is understood and agreed that all personnel shall be employees of the Company. It is understood and agreed the County may require the Company to remove from the work any person the County considers to be incompetent or negligent in the performance of his duties or who is guilty of misconduct and such person shall not be re-employed on the project without the County's written approval and consent. The project supervisor must meet any requirements set forth by the County for a mapping project manager and is to be directly responsible for the conduct, progress, and completion of the project. The County shall be provided with necessary documents and proof of meeting said requirements.

**D** PROGRESS REPORT

A progress report of each month's work progress shall be prepared and received by the Assessor prior to 25th of each month.

**E** HEARINGS

The County may require the Company to provide a competent representative at hearings required by law or conducted by the Board of Equalization concerning any protest, disagreement or conflict of ownership, boundary, size, or assessment offered to the public.

**F** MATERIALS AND SERVICES TO BE PROVIDED BY THE COUNTY

1. The County will make available the mapping and/or appraisal records in the Tax Assessor's office. The Company will provide an inventory list to the Tax Assessor for any mapping records or materials removed from the Assessor's office.
2. The County will provide to Company, at no cost to Company, a legible copy of all pages of each instrument required under Article II, Section A-4 of the contract.
3. Mapping under this contract will be performed in the State of Mississippi, at a place designated by the Company.

**G** RETAINAGE

Retainage shall be paid to the Company within 30 days after all terms of this contract have been fulfilled and project has been accepted by the County as fully completed. Said acceptance shall be writing and made a part of the minutes of the first meeting of the Board of Supervisors following said written acceptance.

**III COMPENSATION AND TERMS**

**A** In consideration of the Company's furnishing the County the services contracted for



herein and such services being acceptable to the County, the Company shall receive from the County the sum of Eighteen Thousand Dollars (\$18,000 00) Payments of such sum shall be in full for all services, including any and all supplies and photography connected with or required in the program as specified herein The Company shall furnish monthly invoices based on and reflecting cost of work performed in the preceding month as measured by percentage of satisfactory completion of the project

Zero percent retainage will be withheld pending satisfactory completion by the Company of all its work and obligations under the contract A copy of the progress report as required by Article II-C of this contract shall be filed with each monthly invoice detailing the work of the Company towards satisfactory completion of this contract Failure to file said progress report, or to complete said invoice in accordance with the terms provided herein will be held as cause to withhold said monthly payment

**B PENALTY CLAUSE**

In addition to any other damage which might be collectible hereunder by the County upon default by the Company, time being of the essence, the Company shall pay to the County \$100 00 per each calendar day that the Company shall exceed the time for completion of the work contemplated hereunder This penalty shall start on the day following the completion date as shown in paragraph I-C of this agreement

IV ENTIRELY OF AGREEMENT

The party of the first part acting as aforesaid has caused this contract to be executed in its behalf, and the party of the second part has caused this contract to be executed by its authorized agents

WITNESS THE EXECUTION HEREOF IN ORIGINAL, any executed copy of which shall be deemed for all purposes as an original, on this the 8<sup>th</sup> day of November, 2012

BY [Signature]  
PRESIDENT  
BOARD OF SUPERVISORS

BY [Signature]  
TAX ASSESSOR



Sanders & Associates Appraisal & Mapping Services  
COMPANY

BY [Signature]  
TITLE Owner  
ADDRESS 121 Mound Springs Rd  
Saltillo, MS 38866  
Phone (662) 869-0870

**CONTRACT FOR PROFESSIONAL ASSISTANCE  
FOR  
APPRAISAL MAINTENANCE OF REAL PROPERTY  
ARTICLES OF AGREEMENT**

This agreement made this 8<sup>th</sup> day of November, 2012, by and between Clay County, Mississippi, hereinafter referred to as County, party of the first part, and Sanders & Associates Appraisal & Mapping Services, hereinafter referred to as Company, party of the second part, witnessed

**WHEREAS**, the Company proposes to furnish the services of its qualified and experienced personnel for appraisal of real property, preparing and correcting related records and data of certain properties in Clay County, according to provisions and specifications herein contained or made a part hereof by attachment hereto or reference herein contained, and,

**WHEREAS**, the County desires to contract for said services in the manner following

**NOW, THEREFORE**, it is hereby agreed that the Company will update, appraise, prepare new and change property appraisal cards as required and establish true market value of real property involving changes of ownerships, ownership splits, new or additional construction occurring during the period January 1, 2012 through December 31, 2012, and correct any existing property appraisal cards for any errors, omissions, deletions or additions as identified during this period, to reflect accurate true value of certain land and improvements required to be appraised in accordance with the Appraisal Manual, and all changed parcels as identified by the ownership mapping changes and field check for the same period and shall be paid for such services all in accordance with the terms and conditions contained herein

**I GENERAL PROVISIONS**

**A DEFINITIONS**

As used in this agreement the following words shall have the meaning attributed to them in this subsection

- 1 The word "Company" means the person/or persons contracting to perform the work
- 2 The word "County" means Clay County, Mississippi
- 3 The word "person" means an individual, partnership, joint venture, corporation or any combination thereof
- 4 The word "project" shall mean the total program of the valuation of all real property as defined in the contract located in Clay County, in accordance with the terms, provisions and specifications of this agreement

- 5 The word "ownership maps or mapping" means all ownership maps and related property records which are a part of the County's assessment records
- 6 The word "Commission" means the Mississippi State Tax Commission

**B TERMS AND CONDITIONS**

- 1 Once a County-Company contract agreement is properly executed no alternation, deletion or addition, either oral or in writing, shall be made without the prior written approval of both parties
- 2 The Assessor shall have the right at all times to review progress in the performance of the contract and to reduce in amount, or disapprove entirely, any progress payment when in the Assessor's judgment, satisfactory progress has not been made or the quality and accuracy of the workmanship does not meet standards acceptable to the Assessor or the Commission
- 3 It is agreed by both the Company and the County that this agreement will become binding upon the parties hereto and of full force and effect on them only upon approval of the both parties properly executed in the space provided therefore
- 4 It is further agreed and understood by the parties hereto that this contract was drawn in full accordance with and with intent to meet the instructions and requirements of the Commission relating to appraisal and appraisal procedures and in strict accordance with the procedures established by the Mississippi State Tax Commission Appraisal Manual adopted by the Commission and that any failure to follow the procedures and standards except on written authorization of the Commission shall constitute a breach of contract
- 5 It is hereby specifically agreed that the Company shall diligently and expeditiously perform the services required by the contract in order that the contract can be completed at the earliest practical date

**C STARTING AND COMPLETION DATES**

Work on the project shall commence as soon as practical and shall be completed no later than the 15th day of June, 2013

**D PENALTY CLAUSE**

In addition to any other damage which might be collectible hereunder by the Company upon default by the Company, time being of the essence, the Company shall pay to the County \$100 00 per each calendar day that the Company shall exceed the time for completion of the work contemplated hereunder This penalty shall start on the day following the completion date as shown in paragraph I-C of this agreement

**E COMPENSATION AND TERMS**

In consideration of the Company's furnishing the County the services contracted for

herein and such services being acceptable to the County, the Company shall receive from the County the sum of Sixty Thousand Dollars (\$60,000 00) Payment of such sum shall be in full for all services, including any and all supplies connected with or required in the program as specified herein The Company shall furnish monthly invoices based on and reflecting cost of work performed in the preceding month as measured by the percentage of satisfactory completion of the project Zero percent of each installment shall be withheld pending satisfactory completion by the Company of all its work and obligations under the contract Progress reports shall be filed with each monthly invoice detailing the work of the Company towards satisfactory completion of this contract The Company will maintain a record in the County subject to review by the Commission or County which will indicate the status of the maintenance appraisal contract and each parcel will be separately identified

F TERMINATION OF CONTRACT

- 1 This contract may be terminated by the County or the Commission for the following reasons
  - (A) Failure of the Company to start work on the date specified
  - (B) Substantial evidence that the progress being made by the Company is insufficient to complete the work within the specified time
  - (C) Quality and accuracy of the workmanship of the work does not meet the standards of the County or the Commission
- 2 The Company must be notified in writing by the County or the Commission of the conditions which make default of the contract imminent The Company will have thirty (30) working days after this notice is given to correct the conditions to the satisfaction of the County and/or Commission In the event such conditions are not corrected the Commission or the County, with the Commission, may declare the Company to be in default under the contract, and notify the Company accordingly In the event of such default, all work completed, work in progress, material, appraisal, data, documents, and supplies produced or acquired for use under the contract or any other part of the work shall be delivered to the County or to the Commission within fifteen (15) working days after receipt of such direction from the Commission The right is reserved for the County or the Commission to account for the work, material, documents and appraisals to the Company and to use the same to complete, or have completed, the project in accordance with the same standard of requirements, specifications and performance under which this contract was executed When the work is thus finally completed, the total cost of the project will be computed by the County and the Commission If the total

computed cost is more than the contract price contained in this agreement, the difference shall be paid by the Company to the County. The Company shall be firmly bound by the terms hereof.

**G RECORDS AND WORK IN CUSTODY OF COMPANY**

All maps, appraisals, computations, records, forms, cards, list of property owners, addresses, and any other materials acquired, produced or used in this project shall be furnished by the Company, and shall remain at all times the property of the County, provided that until such time as this contract is completed, terminated, or declared in default, the preservation and maintenance of all maps, cards, records, appraisals, computations, and other data assembled and prepared by the Company under this contract shall be the responsibility of the Company. The Company shall carry valuable papers insurance in an amount sufficient to cover all material and records in the custody of the Company or for which the Company is responsible.

**H INSURANCE COVERAGE**

The Company shall carry liability insurance of an amount not less than \$1,000,000 and workmen compensation insurance or coverage which shall save harmless the assessor, the County and the Commission from claims, demands, actions, and causes for action arising from an act or omission of the Company, its agents and employees in the execution of the work to be performed under this agreement, including the claims relating to labor and material furnished and patent rights and copyrights used in performing the work. Such insurance shall be subject to the approval of the County, provided, that such approval shall not relieve the Company of its duty to save harmless the tax assessor, the County, and the Commission from all such claims, and causes for action.

**I OBSERVANCE OF LAW**

The Company, at all times, shall observe and comply with federal, state and local laws, codes, ordinances and regulations in any manner affecting the conduct of the work, and the Company shall indemnify and save harmless the County, the State Tax Commission, and their respective officials, agents, and servants against any and all claims or liabilities arising from or based on the violation of any such law, ordinance, regulations, order or decree, whether by the Company or its employees.

**II SERVICES TO BE PERFORMED BY THE COMPANY**

**A** The Company agrees to perform the following services and such other services that may be necessary to assist the County in maintaining current market valuation thereof with current property appraisal cards as of January 1, 2012.

- 1 Estimate market value as of the value date of January 1, 2012 of certain real property involving changes, additions or expansions, prepare new, add to or change

property appraisal cards according to changes in ownership, correct any property appraisal cards as to any errors, omissions, deletions or additions as required to be appraised in accordance with the State of Mississippi Appraisal Manual as identified during the appraisal period

- 2 Certain parcels (25% of total parcel count) will be closely reviewed, through on-site inspection, to determine whether or not there have been any deletions of improvements or new construction on the parcel either as new improvements, additions to or expansion of an existing improvement, or any other change. If necessary, improvements will be reconditioned and noted on the property records. Said parcels shall be determined by the Assessor.
- 3 All new constructions, additions, or expansions on these certain parcels will be appraised in accordance with the terms and conditions of the contract whether or not ownership of land has changed. For the purpose of appraisal of new construction or improvements under construction, the Company shall use at its discretion, in addition to any other data, documents, or information on the following:
  - A Building permits issued by each city or town in the County
  - B Septic tank permits issued by the health officer or similar official
  - C Electrical connections or services which would indicate new construction or improvements being constructed.
  - D Any records of inspection of construction in progress or completed construction which may be maintained by the City or County officials
- 4 All applicable building symbols will be placed and numbered in their respective geographic locations on the field maps

**B PERSONNEL**

All personnel performing services under the terms of the contract will be competent and capable to perform the duties imposed hereunder and will meet the qualification of the State Tax Commission in order to provide the County and the Commission the market value of property located in the County

- 1 The contracting appraiser shall have had not less than five years of practical appraisal experience involving extensive commercial, industrial, apartment, farm and residential type properties and shall meet State Tax Commission requirements and be approved by the State Tax Commission. The Contractor must possess a Mississippi Assessment Evaluator (MAE) certification
- 2 The appraiser involved in classifying properties and inspecting properties for prime data to be entered on property record cards shall meet State Tax Commission requirements and be approved by the State Tax Commission

C HEARINGS

The County shall mail to each property owner, whether a new parcel or a split of a parcel, a notice of market value established on such property and provide the property owner an opportunity to review and discuss his property values and make any comparison of his neighbors. A notice of value will also be mailed to each property owner where there is found an error in the existing map or records which will result in a change of value or any value change for any reason.

D MATERIALS AND SERVICES TO BE PROVIDED BY THE COUNTY

- 1 The County will make available the mapping and/or appraisal records in the tax assessor's office. The Company will provide a receipt to the tax assessor for any mapping and/or appraisal records or materials removed from the assessor's office.
- 2 All appraisal records will remain in the County.

E DEFENSE

The Company shall furnish without additional charge a competent representative of the Company to appear at all formal hearings before the County Board of Equalization upon the values based on the reappraisal. In the event of appeal to the courts, a Company representative will, without additional cost to the County, be present at the hearings to testify as a witness, to outline the steps taken in the appraisal or reappraisal of the real property and to give his opinion of value of the properties in question to the court, provided these hearings are commenced within one (1) year from the date of the formal hearings.

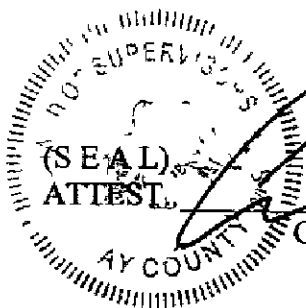


**III ENTIRELY OF AGREEMENT**

The party of the first part acting as aforesaid has caused this contract to be executed in its behalf, and the party of the second part has caused this contract to be executed by its authorized agent

**WITNESS THE EXECUTION HEREOF IN ORIGINAL**, any executed copy of which shall be deemed for all purposes as an original, on this the 24 day of November, 2012

BY *John J. ...*  
PRESIDENT  
BOARD OF SUPERVISORS



*... L. Bey*  
CLERK

BY *Paige Hanken*  
TAX ASSESSOR

Sanders & Associates Appraisal & Mapping Services  
COMPANY

BY *Mike Sanders*  
TITLE Owner  
ADDRESS 121 Mound Springs Rd  
Saltillo, MS 38866  
Phone (662) 869-0870

**STATE OF MISSISSIPPI**  
**UNIFORM**  
**APPRAISAL MAINTENANCE CONTRACT FOR PERSONAL PROPERTY**  
**ARTICLES OF AGREEMENT**

This agreement made this 8<sup>th</sup> day of November, 2012, by and between Clay County, Mississippi, hereinafter referred to as County, party of the first part, and Sanders & Associates Appraisal & Mapping Services, hereinafter referred to as Company, party of the second part, witnessed

**WHEREAS**, the Company proposes to furnish the services of its qualified and experienced personnel for appraisal of personal property, preparing and correcting related records and data of certain properties in Clay County, according to provisions and specifications herein contained or made a part hereof by attachment hereto or reference herein contained, and,

**WHEREAS**, the County desires to contract for said services in the manner following

**NOW, THEREFORE**, it is hereby agreed that the Company will update, appraise, prepare new and change property appraisal cards as required and estimate true market value of personal property that has been identified during the period January 1, 2012 through March 1, 2013, and correct any existing property appraisal cards for any errors, omissions, deletions or additions as identified during this period, to reflect accurate true value of all personal property required to be appraised in accordance with the State of Mississippi Appraisal Manual, and shall be paid for such services all in accordance with the terms and conditions contained herein

**I GENERAL PROVISIONS**

**A DEFINITIONS**

As used in this agreement the following words shall have the meaning attributed to them in this subsection

- 1 The word "Company" means the person/or persons contracting to perform the work
- 2 The word "County" means Clay County, Mississippi
- 3 The word "Commission" shall mean the Mississippi State Tax Commission

**B TERMS AND CONDITIONS**

- 1 Once a County-Company agreement is properly executed no alternation, deletion or addition, either oral or in writing, shall be made without the prior written approval of the both parties
- 2 The Assessor shall have the right at all times to review progress in the performance

of the contract and to reduce in amount, or disapprove entirely, any progress payment when in the Assessor's judgment, satisfactory progress has not been made or the quality and accuracy of the workmanship does not meet standards acceptable to the Assessor or the Commission

- 3 It is agreed by both the Company and the County that this agreement will become binding upon the parties hereto and of full force and effect on them only upon approval of the both parties properly executed in the space provided therefore
- 4 It is further agreed and understood by the parties hereto that this contract was drawn in full accordance with and with intent to meet the instructions and requirements of the State Tax Commission relating to appraisal and appraisal procedures and in strict accordance with the procedures established by the Mississippi State Tax Commission Appraisal Manual adopted by the Tax Commission and that any failure to follow the procedures and standards except on written authorization to the State Tax Commission shall constitute a breach of contract.
- 5 It is hereby specifically agreed that the Company shall diligently and expeditiously perform the services required by the contract in order that the contract can be completed at the earliest practical
- 6 It is agreed that the assessor of Clay County will mail on or about January 1, of each year the Mississippi State Tax Commission Form #27000 (Return of Personal Property) to all businesses in the County

C STARTING AND COMPLETION DATES

Work on the project shall start no later than the 1st day of April, 2013 and shall be completed not later than June 15, 2013

D PENALTY CLAUSE

In addition to any other damage which might be collectible hereunder by the Company upon default by the Company, time being of the essence, the Company shall pay to the County \$100 00 per each calendar day that the Company shall exceed the time for completion of the work contemplated hereunder This penalty shall start on the day following the completion date as shown in paragraph I-C of this agreement

E COMPENSATION AND TERMS

In consideration of the Company's furnishing the County the services contracted for herein and such services being acceptable to the State Tax Commission and to the County, the Company shall receive from the County the sum of Nine Thousand Dollars (\$9,000 00) Payment of such sum shall be in full for all services, including all supplies connected with or required in the program as specified herein The Company

shall furnish monthly invoices based on and reflecting cost of work performed in the preceding month as measured by the percentage of satisfactory completion of the project. Zero percent of each installment shall be withheld pending satisfactory completion by the Company of all its work and obligations under the contract. Progress reports shall be filed with each monthly invoice detailing the work of the Company towards satisfactory completion of this contract. The Company will maintain a record in the County subject to review by the Commission and County which will indicate the status of the maintenance appraisal contract and each parcel will be separately identified.

F TERMINATION OF CONTRACT

- 1 This contract may be terminated by the County or the State Tax Commission for the following reasons:
  - (A) Failure of the Company to start work on the date specified
  - (B) Substantial evidence that the progress being made by the Company is insufficient to complete the work within the specified time
- 2 The Company must be notified in writing by the County or the State Tax Commission of the conditions which make default of the contract imminent. The Company will have thirty (30) working days after this notice is given to correct the conditions to the satisfaction of the State Tax Commission. In the event such conditions are not corrected the State Tax Commission or the County, with the approval of the State Tax Commission, may declare the Company to be in default under the contract, and notify the Company accordingly. In event of such default, all work completed, work in progress, material, appraisal, data, documents, and supplies produced or acquired for use under the contract or any other part of the work shall be delivered to the County or to the State Tax Commission within fifteen (15) working days after receipt of such direction from the State Tax Commission. The right is reserved for the County or State Tax Commission to account for the work, material, documents and appraisals to the Company and to use the same to complete, or have completed, the project in accordance with the same standard of requirements, specifications and performance under which this contract was executed. When the work is thus finally completed, the total cost of the project will be computed by the County and the State Tax Commission. If the total computed cost is more than the contract price contained in this agreement, the difference shall be paid by the Company to the County. The Company shall be firmly bound by the terms hereof.

G MATERIALS AND SERVICES TO BE PROVIDED BY THE COUNTY

The County will make available the appraisal records in the Tax Assessor's office to the

Company and the Company will give a receipt to the Assessor for any appraisal records or material removed from the Assessor's office

H RECORDS AND WORK IN CUSTODY OF COMPANY

All appraisals, computations, records, forms, cards, list of property owners, addresses, and any other materials acquired, produced or used in this project shall be furnished by the Company, and shall remain at all times the property of the County, provided that until such time as this contract is completed, terminated, or declared in default, the preservation and maintenance of all cards, records, appraisals, computations, and other data assembled and prepared by the Company under this contract shall be the responsibility of the Company. The Company shall carry valuable papers insurance in an amount sufficient to cover all material and records in the custody of the Company or for which the Company is responsible. The County is responsible for all data entry.

I INSURANCE COVERAGE

The Company shall carry liability insurance of an amount not less than \$1,000,000 and workman compensation insurance or coverage which shall save harmless the assessor, the County and the Commission from claims, demands, actions, and causes for action arising from an act or omission of the Company, its agents and employees in the execution of the work to be performed under this agreement, including the claims relating to labor and material furnished and patent rights and copyrights used in performing the work. Such insurance shall be subject to the approval of the County, provided, that such approval shall not relieve the Company of its duty to save harmless the tax assessor, the County, and the Commission from all such claims, and causes for action.

J OBSERVANCE OF LAW

The Company, at all times, shall observe and comply with federal, state and local laws, codes, ordinances and regulations in any manner affecting the conduct of the work, and the Company shall indemnify and save harmless the County, the State Tax Commission, and their respective officials, agents, and servants against any and all claims or liabilities arising from or based on the violation of any such law, ordinance, regulations, order or decree, whether by the Company or its employees.

K SERVICES TO BE PERFORMED BY THE COMPANY

The Company agrees to perform the following services and such other services that may be necessary to provide the County current market valuation thereof with current personal property cards

- 1 It is agreed that the Company will investigate and check for accuracy of all the State Tax Commission Form #27000's returned to the County by the businesses,

and correct the personal property ledger accordingly

- 2 It is also agreed that the Company shall make an inspection of at least twenty-five percent (25%) of all personal property parcels annually. In each subsequent year, an additional twenty-five percent (25%) of the parcels will be inspected, which shall result in the physical reviewing of one hundred percent (100%) of the personal property parcels over four (4) years. At the time of the inspection, the property's listing will be checked for accuracy. Items no longer present will be deleted and items not previously listed will be accounted for. The Industrial Multiplier and the Personal Property Pricing Manual shall be used in accordance with the requirements of Rule 8.
- 3 The business personal property of all new businesses that have not been on the tax rolls shall be listed and appraised. A reconciliation of the privilege license filed by the new businesses and the previous year's Personal Property Tax Roll will be made to determine the new businesses that will be appraised.
- 4 All lease properties shall be listed and maintained annually on master cards.

L PERSONNEL-CONTRACTORS REQUIREMENTS

- 1 The contracting appraiser shall have not less than seven (7) years of appraisal experience including extensive personal property appraising of commercial businesses and industrial properties using the Mississippi State Tax Commission system of appraising.
- 2 The Contractor must possess a Mississippi Assessment Evaluator (MAE) certification.

M APPRAISERS REQUIREMENTS

- 1 Must be competent and capable.
- 2 Shall have at least three (3) weeks field training and attended State Tax Commission Training Session or Personal Property Workshops and five (5) weeks training with an experienced appraiser and shall tender all listings, pricing and valuations to the experienced appraiser or contractor for approval.
- 3 Shall be properly trained in the application of the State Manual and Guidelines.
- 4 Must be certified through State Tax Commission within a one (1) year period.

N HEARINGS

The County shall mail to each Business Personal Property taxpayer a notice of new values established on such property and provide the property owner an opportunity to review and discuss his Business Personal Property values.

O DEFENSE

The Company shall furnish without additional charge a competent representative of the Company to appear at all formal hearings before the County Board of Equalization upon the values based on the reappraisal. In the event of appeal to the courts, a

Company representative will, without additional cost to the County, be present at the hearings to testify as to values and methods used in making the appraisal of personal property


**II ENTIRELY OF AGREEMENT**

The party of the first part acting as aforesaid has caused this contract to be executed in its behalf, and the party of the second part has caused this contract to be executed by its authorized agent

**WITNESS THE EXECUTION HEREOF THE ORIGINAL**, any executed copy of which shall be deemed for all purposes as an original, on this the 24 day of November, 2012

BY *Fred Lusk*  
PRESIDENT  
BOARD OF SUPERVISORS

BY *Paige Hamken*  
TAX ASSESSOR

 (SEAL)  
ATTEST  
*Ray G. Bey*  
CLERK

Sanders & Associates Appraisal & Mapping Services  
COMPANY

BY *Mike Sanders*  
TITLE Owner  
ADDRESS 121 Mound Springs Rd  
Salttilo, MS 38866  
Phone (662) 869-0870



**IN THE MATTER OF TRANSFERRING INTEREST EARNED  
FROM THE PAYROLL CLEARING CHECKING ACCOUNT  
AND THE INSURANCE CLEARING CHECKING ACCOUNT**


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There came on this day for consideration the matter of transferring interest earned from the payroll clearing checking account and the insurance clearing checking account

It appears to this Board that interest has been earned in the payroll clearing checking account in the amount of \$11 19 and in the insurance clearing checking account in the amount of \$ 14 70 and should be transferred to the General County Fund

This Board after motion by R B Davis and seconded by Lynn Horton doth vote unanimously to transfer said amounts in the above referenced checking accounts to the General County Fund

SO ORDERED, this the 8th day of November, 2012

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

**IN THE MATTER OF RESCINDING THIS BOARD MINUTES TO NOT CLOSE  
CALVERT ROAD**

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There came on this day for consideration the matter of rescinding this Board minutes to not close Calvert Road

It appears to this Board R B Davis, Supervisor for District Three, has changed his mind since the last meeting held on Monday, November 5, 2012, and is requesting this Board to rescind its minutes to reflect Calvert Road located in District Three not being closed and abandoned

After motion by R B Davis and second by Lynn Horton this Board doth vote unanimously to rescind the Board minutes to reflect Calvert Road located in District Three to not be closed and abandoned

SO ORDERED, this the 8<sup>th</sup> day of November, 2012

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

**IN THE MATTER OF RECESSING**

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There came on this day for consideration the matter of recessing

After motion by R. B Davis and second by Lynn Horton this Board doth vote  
unanimously to recess until Wednesday, November 21, 2012 at 9 00 a m at the Courthouse

SO ORDERED this the 8<sup>th</sup> day of November, 2012

  
\_\_\_\_\_  
President

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BLANK  
INTENTIONALLY**