

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 28th day of August, 2013, at 9 00 a m , and present were Lynn Horton, Luke Lummus, R. B Davis, and Shelton Deanes, President Also present were Amy G Berry, Clerk of the Board, Bob Marshall, Board Attorney, and Eddie Scott, 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 AUGUST 28, 2013**

There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on August 28, 2013

After motion by Lynn Horton and second by Luke Lummus the Board doth vote unanimously for such agenda to be adopted and approved as

SO ORDERED this the 28th day of August, 2013


President

NO _____

**IN THE MATTER OF JOINING THE TENNESSEE VALLEY AUTHORITY
ASSOCIATION**

There came on this day for consideration the matter of joining the Tennessee Valley Authority Association

After motion by R B Davis and second by Luke Lummus this Board doth vote unanimously to join the TVA Association of Counties

SO ORDERD this the 28th day of August, 2013



President

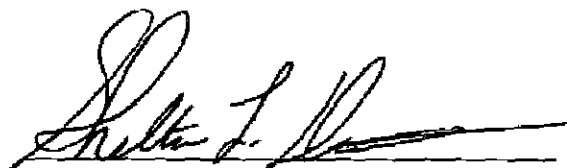
NO _____

**IN THE MATTER OF APPROVING TO HAVE THE CARHOUSE BUILDING
LOCATED ON 970 WOOD AVENUE APPRAISED**

There came on this day for consideration the matter of approved to have the Carhouse Building located on 970 Wood Avenue appraised

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to approve to have the Carhouse Building appraised with intentions of selling the said property to Region VII, Community Counseling Services

SO ORDERED this the 28th day of August, 2013



President

NO _____

IN THE MATTER OF GOING INTO CLOSED SESSION

There came on this day for consideration the matter of going into closed session
After motion by Luke Lummus and second by Lynn Horton this Board doth vote
unanimously to go into closed session

SO ORDERED this the 28th day of August, 2013



President

NO _____

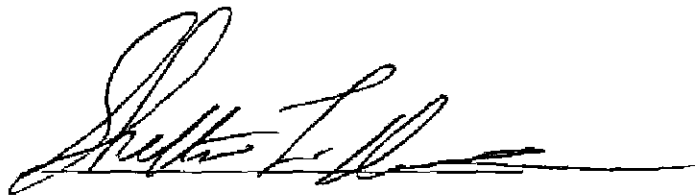
**IN THE MATTER OF GOING FROM CLOSED SESSION TO EXECUTIVE SESSION
AS ALLOWED UNDER SECTION 25-41-7 OF THE MISSISSIPPI CODE**

There came on this day for consideration the matter of going from closed session to
executive session as allowed under Section 25-41-7 of the Mississippi Code

It appears to this Board there is a need to go into executive session to discuss an
economic development matter as allowed under Section 25-41-7

After motion by Luke Lummus and second by Lynn Horton this Board doth vote
unanimously to go into executive session

SO ORDERED this the 28th day of August, 2013

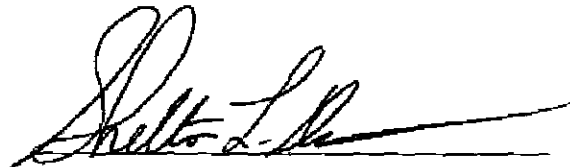


President

NO _____

IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION

There came on this day for consideration the matter of coming out of executive session
After motion by R B Davis and second by Luke Lummus this Board doth vote
unanimously to authorize to come out of executive session
SO ORDERED this the 28th day of August, 2013



President

NO _____

**IN THE MATTER OF AWARDING THE COUNTY AUDIT CONTRACT TO J E
VANCE AND COMPANY TO COMPLETE THE COUNTY AUDIT FOR YEARS 2013
AND 2014**

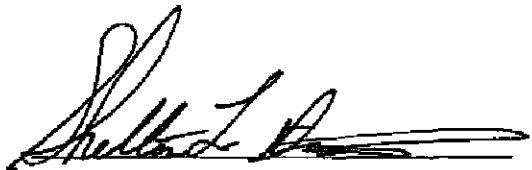
There came on this day for consideration the matter of awarding the County audit contract to JE Vance and Company to complete the County audit for years 2013 – 2014

It appears to this Board notice has been received from the Office of State Auditor notifying the county to contract out the County Audits for years 2013 and 2014 as attached hereto as Exhibit A, and,

It appears the last four years the County has been required by the Office of State Auditor to contract its audits and bids were received and awarded to JE Vance and Company out of Tupelo, MS both times and it is the general opinion of this Board the cost and service of the said audit was reasonable and good

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to award the County audit contract to JE VANCE and COMPANY, INC in the amount of \$29,800 00 for years 2013 and 2014 and authorizes the President to execute the necessary paperwork to the Office of State auditor certifying the information stated herein

SO ORDERED this the 28th day of August, 2013



President



STATE OF MISSISSIPPI
OFFICE OF THE STATE AUDITOR
STACEY E PICKERING
STATE AUDITOR
August 26, 2013

Honorable Amy Berry
Clay County Chancery Clerk
Post Office Box 815
West Point MS 39773-0815

Dear Honorable Berry

In my letter to you dated July 9, 2013, you received notification related to your county being chosen to have the financial and compliance audits of your county contracted out to a CPA firm for fiscal years 2013 and 2014. As stated previously, this will be a two-year contract among the county, the CPA firm, and the Office of the State Auditor. We will review the report as required by Section 7-7-211(k), Mississippi Code Ann (1972).

Please find enclosed a contract to be used for your audit, certifications schedule and proposal information. An informational meeting was held at the MSCPA Building in Ridgeland on August 23, 2013 for all interested CPA firms. At this meeting, various CPA firms in attendance were also given this information. The CPA firms have until 5:00 pm on September 13, 2013 to inform you of their interest to propose by submitting their proposal to the county. The deadline for the selection of a CPA firm by the Board of Supervisors is October 7, 2013.

After selecting a CPA firm, please complete three originals of the enclosed contract and mail all three originals to me once the Board President, you and the selected CPA have signed the three contracts. Please make sure all signatures are witnessed in the required spaces. Once the original contracts are received, our office will sign and mail one contract to you and one to the CPA firm. Please record the completed contract in the board minutes. Please include a copy of the board order documenting the selection of the firm, and a copy of the firm's proposal.

Thank you for your cooperation in this matter. Please feel free to contact me at 601 576 2674 if you have any questions.

Sincerely,

J. Scott Speights, CPA, CIA, CGAP, MBA
Director, County Audit Section

JSS/jc

575

J.E. Vance & Company, P A

CERTIFIED PUBLIC ACCOUNTANTS

825 JEFFERSON STREET

POST OFFICE BOX 1280

TUPELO, MISSISSIPPI 38802

(662) 842-2123

FACSIMILE (662) 841-6809

E-MAIL jev@jevance.com

July 22, 2013

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

Dear Amy

Our fee, \$29,800 per year for the 2013 and 2014 fiscal years, is based on our recent experience with county audits. As you know, the county is not required to accept the lowest quote. However, we are aware that engagements of this nature are price sensitive. Accordingly, we have allowed a substantial discount from our standard rates.

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

Yours very truly,

J E Vance & Company, P A

576

James E Vance, CPA

CONTRACT FOR PROFESSIONAL SERVICES

This document reflects a contractual agreement entered into as of the 30th day of August, 2013 among the Office of the State Auditor, Clay County (herein referred to as the ' County") and J E Vance and Company, P A (herein referred to as the "Firm") to provide services, materials and personnel to perform the work as specified in paragraph 1

- 1 The County and the Office of the State Auditor desires to engage the Firm to render the following professional audit services for the County for the 2012-2013 and 2013-2014 fiscal years
 - A Perform a financial audit for all funds of the County
 - B Perform a compliance audit with applicable state and federal laws and regulations
 - C Perform Items A and B above in conformity with professional standards, laws, rules, regulations and guidelines as contained in, but not limited to, the documents identified in paragraph 4 of this contract
- 2 The following people have been empowered to act as the duly authorized representatives for this contract

Office of the State Auditor

Name William R Doss, CPA

Title Director, Financial and Compliance Audit Division

Clay County, Mississippi

Name Amy Berry

Title Chancery Clerk

J E Vance and Company, P A

Name James E Vance, CPA

Title President

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

Contract Fee Consideration

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

\$29,800 for the audit for the 2012-2013 fiscal year

\$29,800 for the audit for the 2013-2014 fiscal year

\$2,000 additional if Single Audit is required

The said fee is based on

400 hours at \$75.00 per hour for the 2012-2013 fiscal year audit

400 hours at \$75.00 per hour for the 2013-2014 fiscal year audit

40 additional hours at \$50.00 per hour for a Single Audit

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

Compliance with Laws and Professional Standards

- 4 The professional services will be performed in conformity with the following
- a Generally accepted auditing standards and the industry audit guide, *Audits of State and Local Governmental Units*, established by the American Institute of Certified Public Accountants
 - b Statements of financial accounting standards as prescribed by the Financial Accounting Standards Board and the Governmental Accounting Standards Board
 - c *Government Auditing Standards*, as required by the U.S. General Accounting Office (The Yellow Book)

- d OMB Circular A-133, Compliance Supplement and other related OMB Circulars
- e The Single Audit Act Amendments of 1996
- f Mississippi Code Annotated (1972) for compliance with applicable state laws
- g A state legal compliance audit program given the Firm by the Office of the State Auditor
- h Attestation standards established by the American Institute of Certified Public Accountants as applicable to the examination of the Purchasing System and Inventory Control System.

Reportable Findings

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

Termination of Contract

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

Firm's Requirements of Services

- 7 The Firm shall provide a draft report and the workpapers, if requested, to the Office of the State Auditor for review and approval. If a Single Audit, this must be provided to the Office of the State Auditor no later than April 30, 2014 for the fiscal year 2013 audit and April 30, 2015 for the fiscal year 2014 audit. If there is no Single Audit, the draft report and completed workpapers, if requested, must be provided to the Office of the State Auditor no later than June 30, 2014, for the fiscal year 2013 audit and June 30, 2015, for the fiscal year 2014 audit. Upon written notification by the Office of the State Auditor, the Firm shall make any necessary corrections to the report due to this review, and these corrections shall be made within two weeks of such notification. The records shall be maintained for at least five (5) years, however if any litigation or other legal action has begun that is not completed at the end of the

five (5) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the five (5) year period, the records shall be retained until resolution

Responsibility of Firm to Distribute Audit Report

- 8 If a Single Audit, the Firm shall provide seven (7) copies of the completed signed report to the Office of the State Auditor by June 30, 2014 for the fiscal year 2013 audit and June 30, 2015 for the fiscal year 2014 audit. If a Single Audit, the Data Collection Form (Form SF-SAC) and one copy of the approved Single Audit reporting package, as required by Section 320 of OMB Circular A-133 should be filed electronically with the Federal Audit Clearinghouse. Instructions for the filing may be accessed at <http://harvester.census.gov/fac/index.html>. If there is no Single Audit the Firm shall provide seven (7) copies of the completed signed report to the Office of the State Auditor by August 31, 2014 for the fiscal year 2013 audit and August 31, 2015 for the fiscal year 2014 audit.

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

Engagement Letter

- 9 The Firm's letter, July 22, 2013, which contains the price quote, shall be incorporated as a part of this contract.

Progress Reports

- 10 The Firm shall keep on file monthly progress reports which detail the work completed during the month and shall make these reports available to the County and/or the Office of the State Auditor for review, if requested.

Payment

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

Approval

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

Contract Expiration

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

Ownership of Documents and Work Papers Upon Termination of Contract

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

Reduction of Compensation

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

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

Contract Termination Compensation

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

Termination of Contract

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

Modification or Renegotiation

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

Contractor Requirements

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

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

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

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

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

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

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

Third Party Action Notification The Firm shall notify the County in writing within five (5) business days of its receipt of liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against the Firm or the County by any entity that may result in litigation related in any way to this Contract and/or which may affect the Firm's performance under this Contract. Failure of the Firm to provide such written notice to the County shall be

considered a material breach of this Contract and the County may, at its sole discretion, pursue its rights as set forth in the Termination clauses herein and any other remedies it may have at law or in equity

Confidential Information

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

Contract Governance

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

Disputes and Arbitration

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

Compliance with Laws

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

Change in Scope of Work

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

Assignment

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

Failure to Enforce

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

Availability of Funds

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

Insurance Requirements

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

Severability

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

Entire Agreement

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

Address Changes

- 31 The parties agree to promptly notify each other of any change of address

Employee Status Verification System

- 32 Firm represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular legislative session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Firm agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Firm further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Firm understands and agrees that any breach of these warranties may subject Firm to the following: (a) termination of the Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to firm by an agency, department or governmental entity for the right to do business in Mississippi.

for up to one (1) year, or (c) both. In the event of such termination/cancellation, Firm would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit

Representation Regarding Contingent Fees

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

Representation Regarding Gratuities

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

Certification of Independent Price Determination

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

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

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

- d Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default

Whistleblower Protection

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

Reporting Requirements

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

Required Contract Provision to Implement ARRA Section 902

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

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

Authority of the Inspector General Provision

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

Availability and Use of Funds

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

Federal, State and Local Tax Obligations

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

Anti-Discrimination and Equal Opportunity

- 43 Pursuant to Section 17 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, ARRA Recovery Funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Additional Requirements

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

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

COUNTY REPRESENTATIVES

COUNTY Clay

SIGNED [Signature] [Signature]
 TITLE President, Board of Supervisors
 DATE 8/28/13

SIGNED [Signature] [Signature]
 TITLE Chancery Clerk
 DATE 8/28/13



FIRM REPRESENTATIVES

CPA FIRM J. B. Vance and Company, P A

SIGNED James E Vance WITNESS Rachel Mitchell

TITLE President

DATE 8-27-13

OFFICE OF THE STATE AUDITOR

SIGNED _____ WITNESS _____

TITLE Director, Financial and Compliance Audit Division

DATE _____

NO _____

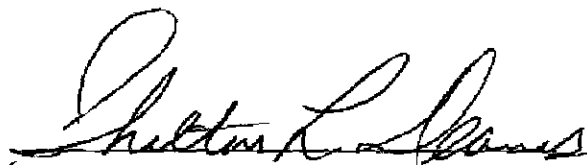
IN THE MATTER OF AUTHORIZING TRAVEL

There came on this day for consideration the matter of authorizing travel

It appears to this Board the Clay County Election Commission is requesting authority to travel to the annual ECAM 2014 annual convention held in Philadelphia, MS on January 22 – 24, 2014

After motion by R B Davis and second by Luke Lummus this Board doth vote unanimously to authorize the said travel

SO ORDERED this the 28th day of August, 2013



President

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to recess until Thursday, August 29, 2013, at 9 00 a m

SO ORDERED this the 28th day of August, 2013



President

Clay County, MS
Travel Request Form

Date of Request 8-27-2013

To the Board of Supervisors of Clay County, MS

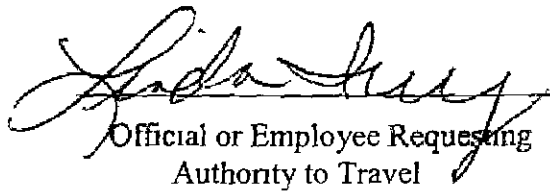
Destination of Travel ECAM - Philadelphia, MS

Dates of Travel January 22, 23, 24, 2014

Cost of Travel _____

Nature of Official Business ECAM 2014 Annual

Seminar and Convention


Official or Employee Requesting
Authority to Travel

The above form must be completed and signed prior to travel. Additionally, it must be filed with the Clerk of the Board of Supervisors to be presented to the Board for authority to travel as per Section 25-3-41 of the *Mississippi Code 1972*. This form must be received prior to a Board meeting to be presented to the Board of Supervisors. **The Board meets as follows:** First Monday of the month, First Thursday following the First Monday, and The Fourth Thursday of the month.

It is your responsibility to make sure I received this form. If you leave the form and I am not here, please be sure to follow up with a phone call to confirm I received your request to present to the Board.

If you should have any questions, please do not hesitate to call me. Thanks!

592

Robbie Robinson
Chancery Clerk

NAME ON BADGE - TOMMY BRYAN

ECAM 2014 ANNUAL SEMINAR AND CONVENTION
SILVER STAR HOTEL & CONVENTION CENTER - PHILADELPHIA, MISSISSIPPI
January 22, 23, 24, 2014

1111 REGISTRATION FEE - 2014 MISSISSIPPI

Print Name THOMAS D. BRYAN
(Legal name as it appears on your ID)

Address PO Box 1234 City WEST POINT Zip 39073

Phone (Home) 662-494-7464 (Work) 662-495-2053 (Cell) 662-295-7121

Congressional District # 1 Supervisor District # 2 County CLAY

EMAIL (Conformation will be done by email provided) DC21BRYAN@LIVE.COM

Please check appropriate box County Election Commissioner Circuit Clerk
 Newly Elected/Appointed Election Commissioner/Clerk Other

Name of Election Commission Chairperson THOMAS BRYAN

Name of Roommate N/A
List only if this person is an Election Commissioner

Spouse/Guest Meal Tickets Will be available for purchase at the convention registration desk.

(There will be NO spouse or guest tickets sent in advance of the convention)

Ticket prices are Breakfast- \$18 each- lunch buffet- \$22 each- banquet tickets-\$40 each

DO NOT SEND MONEY FOR SPOUSE/GUEST MEAL TICKETS

ECAM MEMBER County Election Commissioner (\$310.00) (Includes 2 nights in Hotel) \$ 310.00
Registration Fee - \$270.00 + Dues \$40.00 = \$310.00

ECAM ASSOCIATE MEMBER (\$300.00) (Includes 2 nights in Hotel) \$ _____
Registration Fee \$270.00 + Dues \$30.00 = \$300.00

ECAM MEMBER ATTENDING CONVENTION - BUT NOT STAYING IN HOTEL \$ _____
Registration Fee - \$140.00 + Dues - \$40.00 = \$180.00

ECAM ASSOCIATE MEMBER ATTENDING CONVENTION - BUT NOT STAYING IN HOTEL \$ _____
Registration Fee - \$140.00 + Dues - \$30.00 = \$170.00

ALL FUNDS MUST BE SENT TO ECAM OFFICE - NOT THE HOTEL

LATE REGISTRATION FEE After January 1, 2014 ADD \$10.00 \$ _____

ECAM will pay for two nights stay at the hotel. Any other nights are your responsibility at the current hotel rate and must be booked and paid by each individual! If you do not fill out the information below you will be subject to what is available!

Single Double Smoking Non-Smoking Handicap

TOTAL Amount Enclosed (MAKE ALL CHECKS PAYABLE TO ECAM) \$ 310.00

Regular registration deadline is January 1, 2014 - Cancellation required by January 10, 2014
NO refunds after January 10, 2014 cancellation date!

I understand and agree to these Terms [Signature] Date 8/15/2013

MAIL THIS TO: 1111 REGISTRATION FEE
FROM: LARRY GARONER
- SECRETARY - ELECTIONS
MICHIGAN MS 3/12

Contact # 601-807-5262, Email legard@aoi.com
593

**ECAM 2014 ANNUAL SEMINAR AND CONVENTION
SILVER STAR HOTEL & CONVENTION CENTER – PHILADELPHIA, MISSISSIPPI
January 22, 23, 24, 2014**

ST. SEAN'S CATHEDRAL SPECIALS FOR THE PEOPLE OF MISSISSIPPI

Print Name Sawana Denise Walker
(Legal name as it appears on your ID)

Address 10395 CCC LINE Rd City PRAIRIE Zip 39756

Phone (Home) 662 448 4690 (Work) _____ (Cell) 662 895 9663

Congressional District 1 Supervisor District 4 County CLAY

EMAIL (Conformation will be done by email provided) Sawanawalker@gmail.com

Please check appropriate box County Election Commissioner Circuit Clerk

Newly Flected/Appointed Election Commissioner/Clerk Other _____

Name of Election Commission Chairperson Thomas Bryan

Name of Roommate N/A
List only if this person is an Election Commissioner

Spouse/Guest Meal Tickets Will be available for purchase at the convention registration desk
(There will be **NO** spouse or guest tickets sent in advance of the convention)
Ticket prices are Breakfast- \$18 each-- lunch buffet- \$22 each-- banquet tickets-\$40 each.

DO NOT SEND MONEY FOR SPOUSE/GUEST MEAL TICKETS

ECAM MEMBER County Election Commissioner (\$310 00) (Includes 2 nights in Hotel) \$ 310⁰⁰
Registration Fee - \$270 00 + Dues - \$40 00 = \$310 00

ECAM ASSOCIATE MEMBER (\$300 00) (Includes 2 nights in Hotel) \$ _____
Registration Fee - \$270 00 + Dues - \$30 00 = \$300 00

ECAM MEMBER ATTENDING CONVENTION--BUT NOT STAYING IN HOTEL \$ _____
Registration Fee \$140 00 + Dues - \$40 00 = \$180 00

ECAM ASSOCIATE MEMBER ATTENDING CONVENTION--BUT NOT STAYING IN HOTEL \$ _____
Registration Fee - \$140 00 + Dues - \$30 00 = \$170 00

LATE REGISTRATION FEE After January 1, 2014 ADD \$10 00 \$ _____

ECAM will pay for two nights stay at the hotel. Any other nights are your responsibility at the current hotel rate and must be booked and paid by each individual! If you do not fill out the information below, you will be subject to what is available!

Single Double Smoking Non-Smoking Handicap

TOTAL Amount Enclosed (MAKE ALL CHECKS PAYABLE TO E C A M) \$ _____

**Regular registration deadline is January 1, 2014 – Cancellation required by January 10, 2014
NO refunds after January 10, 2014 cancellation date!**

I understand and agree to these Terms Sawana D Walker Date 8/27/13

MAIL THIS FORM AND ALL CHECKS TO Hon. LARRY CANNON
STATE SECRETARY OF TREASURY
P.O. BOX 1000
NATOLLE, MS 39429

Contact # 601-807-5262, Email legard@aol.com

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**ECAM 2014 ANNUAL SEMINAR AND CONVENTION
SILVER STAR HOTEL & CONVENTION CENTER - PHILADELPHIA, MISSISSIPPI
January 22, 23, 24, 2014**

Print Name LINDA L V V
 (Legal name as it appears on your ID)
 Address 933 CARVER STREET City WEST POINT Zip 39773
 Phone (Home) 662 494 9229 (Work) 662 494 3384 (Cell) 662 854 1021
 Congressional District 2 Supervisor District 1 County CLAY
 EMAIL (Confirmation will be done by email provided) oneal283@yahoo.com
 Please check appropriate box County Election Commissioner Circuit Clerk
 Newly Elected/Appointed Election Commissioner/Clerk Other _____
 Name of Election Commission Chairperson Thomas Bryan
 Name of Roommate _____
 List only if this person is an Election Commissioner

Spouse/Guest Meal Tickets Will be available for purchase at the convention registration desk
 (There will be NO spouse or guest tickets sent in advance of the convention)
 Ticket prices are Breakfast- \$18 each- lunch buffet- \$22 each- banquet tickets-\$40 each

DO NOT SEND MONEY FOR SPOUSE/GUEST MEAL TICKETS

- ECAM MEMBER** County Election Commissioner (\$310.00) (Includes 2 nights in Hotel) \$ 310.00
 Registration Fee \$270.00 + Dues - \$40.00 = \$310.00
- ECAM ASSOCIATE MEMBER** (\$300.00) (Includes 2 nights in Hotel) \$ _____
 Registration Fee - \$270.00 + Dues - \$30.00 = \$300.00
- ECAM MEMBER ATTENDING CONVENTION - BUT NOT STAYING IN HOTEL** \$ _____
 Registration Fee \$140.00 + Dues - \$40.00 = \$180.00
- ECAM ASSOCIATE MEMBER ATTENDING CONVENTION - BUT NOT STAYING IN HOTEL** \$ _____
 Registration Fee - \$140.00 + Dues - \$30.00 = \$170.00

NOTE: ALL CHECKS MUST BE SENT TO ECAM TREASURER - NOT TO HOTEL!

LATE REGISTRATION FEE After January 1, 2014 ADD \$10.00 \$ _____

ECAM will pay for two nights stay at the hotel. Any other nights are your responsibility at the current hotel rate and must be booked and paid by each individual! If you do not fill out the information below, you will be subject to what is available!

Single Double Smoking Non-Smoking Handicap

TOTAL Amount Enclosed (MAKE ALL CHECKS PAYABLE TO ECAM) \$ _____

**Regular registration deadline is January 1, 2014 - Cancellation required by January 10, 2014
 NO refunds after January 10, 2014 cancellation date!**

I understand and agree to these Terms [Signature] Date 8-27-2013

ALL THIS FORM AND ALL CHECKS TO DR. PERRY GARDNER
200 S. WILKIE FIELD PLACE
WEST POINT, MS 39773

Contact # 601-807-5262, Email legard@aol.com

**ECAM 2014 ANNUAL SEMINAR AND CONVENTION
SILVER STAR HOTEL & CONVENTION CENTER – PHILADELPHIA, MISSISSIPPI
January 22, 23, 24 2014**

Print Name Wendy Howell
 (Legal name as it appears on your ID)
 Address 8769 Hwy 47 city West Point Zip 39773
 Phone (Home) (662-295-3991) (Work) _____ (Cell) _____
 Congressional District _____ Supervisor District 3 County Clay
 EMAIL (Confirmation will be done by email provided) howellwm08@gmail.com
 Please check appropriate box County Election Commissioner Circuit Clerk
 Newly Elected/Appointed Election Commissioner/Clerk Other _____
 Name of Election Commission Chairperson Thomas Bryan
 Name of Roommate _____
 List only if this person is an Election Commissioner

Spouse/Guest Meal Tickets Will be available for purchase at the convention registration desk
 (There will be **NO** spouse or guest tickets sent in advance of the convention)
 Ticket prices are Breakfast-\$18 each– lunch buffet- \$22 each– banquet tickets-\$40 each

DO NOT SEND MONEY FOR SPOUSE/GUEST MEAL TICKETS

ECAM MEMBER County Election Commissioner (\$310 00) (Includes 2 nights in Hotel) \$ 310.00
 Registration Fee \$270 00 + Dues \$40 00 = \$310 00
ECAM ASSOCIATE MEMBER (\$300 00) (Includes 2 nights in Hotel) \$ _____
 Registration Fee - \$270 00 + Dues \$30 00 = \$300 00
ECAM MEMBER ATTENDING CONVENTION–BUT NOT STAYING IN HOTEL \$ _____
 Registration Fee \$140 00 + Dues \$40 00 = \$180 00
ECAM ASSOCIATE MEMBER ATTENDING CONVENTION–BUT NOT STAYING IN HOTEL \$ _____
 Registration Fee – \$140 00 + Dues \$30 00 = \$170 00

LATE REGISTRATION FEE After January 1, 2014 ADD \$10 00 \$ _____

ECAM will pay for two nights stay at the hotel. Any other nights are your responsibility at the current hotel rate and must be booked and paid by each individual. If you do not fill out the information below, you will be subject to what is available!

Single Double Smoking Non-Smoking Handicap

TOTAL Amount Enclosed **(MAKE ALL CHECKS PAYABLE TO ECAM)** \$ _____

**Regular registration deadline is January 1, 2014 – Cancellation required by January 10, 2014
 NO refunds after January 10, 2014 cancellation date!**

I understand and agree to these Terms Wendy Howell Date 8-27-2013

MAIL THIS FORM AND ALL CHECKS TO
 Hon. FAYTE CARROLL
 253 MEMPHIS DRIVE
 NATCHEZ, MS 39127

Contact # 601-807-5262 Email legard@aol.com

08 8 2013

ECAM 2014 ANNUAL SEMINAR AND CONVENTION
SILVER STAR HOTEL & CONVENTION CENTER - PHILADELPHIA, MISSISSIPPI
 January 22, 23, 24, 2014

Print Name Maxine Brown
 (Legal name as it appears on your ID)
 Address 979 Redwood Circle West Point Zip 39773
 Phone (Home) (662) 494-8121 (Work) (662) 495-2053 (Cell) (662) 975-8246
 Congressional District 1 Supervisor District 5 County CLAY
 EMAIL (Confirmation will be done by email provided) mbrown@claycountymiss.com
 Please check appropriate box County Election Commissioner Circuit Clerk
 Newly Elected/Appointed Election Commissioner/Clerk Other _____
 Name of Election Commission Chairperson Tommy Bryan
 Name of Roommate _____
 List only if this person is an Election Commissioner

Spouse/Guest Meal Tickets Will be available for purchase at the convention registration desk.
 (There will be **NO** spouse or guest tickets sent in advance of the convention)
 Ticket prices are Breakfast- \$18 each- lunch buffet- \$22 each- banquet tickets- \$40 each.

DO NOT SEND MONEY FOR SPOUSE/GUEST MEAL TICKETS

ECAM MEMBER County Election Commissioner (\$310.00) (Includes 2 nights in Hotel) \$310.00
 Registration Fee \$270.00 + Dues - \$40.00 = \$310.00
ECAM ASSOCIATE MEMBER (\$300.00) (Includes 2 nights in Hotel) \$ _____
 Registration Fee \$270.00 + Dues \$30.00 = \$300.00
ECAM MEMBER ATTENDING CONVENTION - BUT NOT STAYING IN HOTEL \$ _____
 Registration Fee \$140.00 + Dues - \$40.00 = \$180.00
ECAM ASSOCIATE MEMBER ATTENDING CONVENTION - BUT NOT STAYING IN HOTEL \$ _____
 Registration Fee - \$140.00 + Dues \$30.00 = \$170.00

LATE REGISTRATION FEE After January 1, 2014 ADD \$10.00 \$ _____

ECAM will pay for two nights stay at the hotel. Any other nights are your responsibility at the current hotel rate and must be booked and paid by each individual! If you do not fill out the information below, you will be subject to what is available!

Single Double Smoking Non-Smoking Handicap

TOTAL Amount Enclosed (MAKE ALL CHECKS PAYABLE TO ECAM) \$ _____

Regular registration deadline is January 1, 2014 - Cancellation required by January 10, 2014
NO refunds after January 10, 2014 cancellation date!

I understand and agree to these Terms Maxine Brown Date 8-27-13

FOR RETURN TO
 MISSISSIPPI
 PHILADELPHIA

Contact # 601-807-5262 Email legard@aol.com

D.G. 8-2013

597

