

**Minutes of
Clay County Board of Supervisors
Meeting Held Thursday, September 28, 2023, at 9:00 a.m.**

BE IT REMEMBERED a regular meeting of the Clay County Board of Supervisors was held at the Clay County Courthouse, West Point, Mississippi, on Thursday, September 28, 2023.

PRESENT:

Lynn D. Horton, Supervisor District 1, presiding
Luke Lummus, Supervisor District 2
R.B. Davis, Supervisor District 3
Shelton L. Deanes, Supervisor District 4
Joe Chandler, Supervisor District 5

Eddie Scott, Clay County Sheriff
Amy G. Berry, Clay County Chancery Clerk
LaFrance Boyd, Clay County Deputy Chancery Clerk
Angela Turner Ford, Board Attorney

County Residents

The following proceedings were had:

CALL TO ORDER/INVOCATION

The meeting was called to order by Mr. Anthony Cummings of the Clay County Sheriff's Office. The welcome was given by Supervisor Horton with invocation provided by Supervisor Lummus.

ADOPTION OF AGENDA

Supervisor Davis moved to adopt the agenda as prepared. The motion was seconded by Supervisor Chandler.

(Exhibit "A" - Agenda).

AMENDMENT OF AGENDA

Supervisor Chandler moved to call for amendment of the agenda. The motion was seconded by Supervisor Lummus.

AMENDMENTS ANNOUNCED

Amendments were announced by Ms. Berry (Report from the Clay County Extension Office) and consideration of a Resolution for Billy White Creek. Supervisor Davis also announced a matter involving a creek to be brought before the Board.

WEST TVA ROAD PROJECT - ENGINEER RETAINED

Supervisor Lummus moved to retain Neel-Schaffer as the Engineer of Record for the West TVA Road Project. The motion was seconded by Supervisor Davis.

(Exhibit "B").

APPLICATION FOR PROJECT FUNDING

Supervisor Chandler moved correspondence be prepared to seek funding from the State Legislature in the amount of \$1 Million for completion of West TVA Project. The motion was seconded by Supervisor Davis.

REQUEST TO RESTORE TAX EXEMPT STATUS OF CHURCH AND REFUND OF TAX PAYMENTS

Supervisor Davis moved to authorize and approve a refund of ad valorem taxes collected from Bluff Creek Missionary Baptist Church for the past three years based on a finding that Bluff Creek Missionary Baptist continued to operate as a church when the ad valorem taxes were collected. The motion was seconded by Supervisor Lummus. Relief was granted pursuant to Section 27-73-3 of Mississippi Code of 1972, as amended.

(Exhibit "C").

CLAY COUNTY VETERANS SERVICE OFFICER MONTHLY REPORT

Supervisor Davis moved to accept and approve monthly report of Ms. Annie Hines-Goode, Clay County Veterans Service Officer. The motion was seconded by Supervisor Chandler.

(Exhibit "D").

ACCESS AGREEMENT FOR ENVIRONMENTAL TESTING

Supervisor Davis moved to authorize and approve execution of Access Agreement for Grant Funding on Environmental Testing to be completed for the Emergency Operations Center, Clay County Courthouse, and the Clay County Health Department. The motion was seconded by Supervisor Lummus.

(Exhibit "E").

MONTHLY REPORT FROM PERSONNEL AND INFORMATION TECHNOLOGY (IT) DEPARTMENTS

Supervisor Davis moved to accept and approve monthly report from the Personnel and IT Departments as presented by Ms. Treva Hodge. The motion was seconded by Supervisor Chandler.

(Exhibit "F").

SOFTWARE SUPPORT AGREEMENT - DATA SYSTEMS MANAGEMENT

Supervisor Davis moved to authorize and approve Software Agreement with Data Systems Management for FY 2023. The motion was seconded by Supervisor Lummus.

(Exhibit "G").

APPROVAL OF INTEREST SURVEY

Supervisor Davis moved to authorize and approve to execute MS Office of Homeland Security's Interest Survey and Memorandum of Understanding (MOU) for State and Local Cyber-Security Grant. The motion was seconded by Supervisor Lummus.

(Exhibit "H").

MONTHLY REPORT OF PURCHASING CLERK

Supervisor Davis moved to accept and approve monthly report of Ms. Ann Wilkerson, Purchasing Clerk. The motion was seconded by Supervisor Chandler.

(Exhibit "I").

TRAVEL REQUEST - YOUTH COURT

Supervisor Davis moved to approve travel request of Ms. Deborah Myers, Youth Court Administrator, to travel to Biloxi, Mississippi, for mandatory training offered by the Mississippi Judicial College. The motion was seconded by Supervisor Lummus.

(Exhibit "J").

ORDER APPOINTING INTERIM PUBLIC DEFENDER

Supervisor Lummus moved to authorize and spread on the minutes Circuit Court Order appointing the Honorable Clarissa Harris as interim, part-time Public Defender pending the return of the Honorable Marc Stewart from military duty. The motion was seconded by Supervisor Chandler.

(Exhibit "K").

CORRESPONDENCE FROM DISTRICT ATTORNEY'S OFFICE

Supervisor Davis moved to authorize and spread on the minutes correspondence received from the District Attorney's Office providing notice of separation of Mr. Steven Woodruff from their employment and appointing the Honorable Trina Davidson-Brooks to perform his job duties. The motion was seconded by Supervisor Lummus.

(Exhibit "L").

CIRCUIT COURT ORDER APPOINTING SPECIAL JUSTICE COURT JUDGE

Supervisor Davis moved to approve and spread on the minutes Circuit Court Order appointing the Honorable Larnzy Carpenter, Jr., as Special Justice Court Judge in Case No. 38217. The motion was seconded by Supervisor Lummus.

(Exhibit "M").

MILAGE FOR SPECIAL JUSTICE COURT JUDGE

Supervisor Davis moved to authorize and approve payment to Special Justice Court Judge Carpenter in the amount of \$52.80 for travel expenses incurred due to Case No. 38217. The motion was seconded by Supervisor Chandler.

(Exhibit "N").

PAYMENT OF INTERPRETING FEES

Supervisor Chandler moved to authorize and approve to spread on the minutes Justice Court Order authorizing and approving Interpreting Fees for Ms. Sarah Schnaithman in the amount of \$146.00. Interpreting services were performed in connection with Case No. 1023118. The motion was seconded by Supervisor Lummus.

(Exhibit "O").

LEASE PURCHASE QUOTES CONSIDERED

Supervisor Lummus moved to accept the quote submitted by Cadence Bank, which consisted of a payment of \$2,432.00 a month for a term of sixty (60) months at 5.78% interest for the purchase of two (2) fully equipped vehicles for a total purchase price of \$126,508.00. The motion was seconded by Supervisor Davis.

(Exhibit "P").

LOCAL GOVERNMENT RECORDS GRANT

Supervisor Lummus moved to authorize and approve Chancery Clerk to apply for the fourth round of Local Government Records Grant Funding FY 2023 in the amount of \$10,000.00. The application will be submitted to the Mississippi Department of Archives and History. The motion was seconded by Supervisor Davis.

CONTINUING DISCLOSURE REPORT TO SEC

Supervisor Chandler moved to authorize and approve to spread on the minutes the submission of Continuing Disclosure Report for Year 2023 as required by the United States Securities and Exchange Commission (SEC). The motion was seconded by Supervisor Lummus.

(Exhibit "Q").

CHANCERY CLERK'S AFFIDAVIT OF JUSTICE COURT FUNDS SETTLED TO COUNTY

Supervisor Lummus moved to authorize and approve Chancery Clerk's Affidavit of Justice Court funds settled to the General Fund for the month of September 2023, consisting of \$7,002.00 for civil collections and \$31,328.00 for criminal collections. The motion was seconded by Supervisor Davis.

(Exhibit "R").

INVENTORY DELETIONS

Supervisor Lummus moved to authorize and approve various Inventory Deletions submitted by County Department Heads. The motion was seconded by Supervisor Chandler.

(Exhibit "S").

TRANSFER OF FUNDS FROM VOTING PRECINCT CLEARING ACCOUNT

Supervisor Lummus moved to authorize and approve to transfer from the Voting Precinct Clearing Account to the General County Account all funds, with the exception of \$3,000.00. The motion was seconded by Supervisor Davis.

TRANSFER FROM HB 1330 FUND TO GENERAL FUND

Supervisor Lummus moved to authorize and approve to transfer from HB 1330 Fund to the General Fund the reimbursement portion of the Monthly Data Support Fee on Tag System for Year 2023. The motion was seconded by Supervisor Deanes.

TRANSFER OF INDIRECT COST FOR SANITATION

Supervisor Lummus moved to authorize and approve to transfer Indirect Cost for 2022 for Sanitation operations. The motion was seconded by Supervisor Davis.

AMENDMENT OF RESOLUTION FOR BILLY WHITE CREEK PROJECT

Supervisor Chandler moved to amend the Resolution for cleanout of Billy White Creek to reflect up to \$20,000.00 of PLN funds are available to be used to cover the cost of the project. The motion was seconded by Supervisor Lummus.

(Exhibit "T")

TAX ASSESSOR/COLLECTOR TRAVEL

Supervisor Lummus moved to authorize and approve Ms. Santaria Hogan and Ms. Miranda Johnson to travel to Revenue Collection Training No. Six (6) October 2 through October 6, 2023. The motion was seconded by Supervisor Davis.

RECESS

Supervisor Davis moved to take a five (5) minute recess. The motion was seconded by Supervisor Chandler.

OPEN MEETING

Supervisor Lummus moved to return to Open Meeting. The motion was seconded by Supervisor Chandler.

CLOSED DETERMINATION

Supervisor Lummus moved to go into Closed Session to determine the need to go into Executive Session. The motion was seconded by Supervisor Chandler.

EXECUTIVE SESSION

Supervisor Chandler moved to go into Executive Session to discuss a matter of potential litigation, the discussion of which in Open Meeting could have a negative impact on the County's position, and a personnel matter involving an employee in a specific position. The motion was seconded by Supervisor Lummus.

OPEN MEETING

Supervisor Lummus moved to return to Open Meeting. The motion was seconded by Supervisor Chandler. No action was taken during Executive Session.

RESOLUTION TO CLEAN BUCK CREEK

Supervisor Davis moved to authorize and approve Resolution to TRWMD to clean out a portion of Buck Creek. The motion was seconded by Supervisor Lummus.

PAYOFF OF CAP LOAN

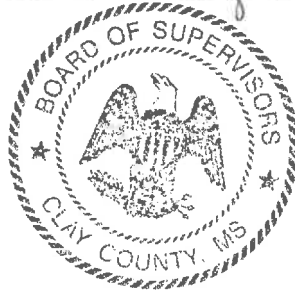
Supervisor Lummus moved to authorize the payoff of the County's CAP Loan with MDA as requested by Mr. Bobby Hooks, former owner of Graham Roofing. The motion was seconded by Supervisor Davis.

ADJOURN

Supervisor Lummus moved to Adjourn with the next meeting to be held on Monday, October 2, 2023, at 9:00 a.m., at the Clay County Courthouse. The motion was seconded by Supervisor Chandler.

All motions were carried unanimously unless otherwise indicated.

DATED this the 28th day of September, 2023.



[Handwritten signature of Lynn D. Horton]

LYNN D. HORTON, PRESIDENT
CLAY COUNTY BOARD OF
SUPERVISORS

ATTEST:

[Handwritten signature of Amy G. Berry]

AMY G. BERRY, CHANCERY CLERK
CLERK OF THE CLAY COUNTY
BOARD OF SUPERVISORS

EXHIBIT A



**Clay County Board of Supervisors
Agenda for Meeting
Thursday, September 28, 2023, at 9:00 a.m.**

- Call to Order
- Welcome & Prayer
- Adopt and Amend Agenda
- John Freeman, *Neil Schaffer Engineers*,
 - West TVA Road Project
- James Spann, *Trustee of Bluff Creek Missionary Baptist Church*,
 - Request for Tax Exempt Status on behalf of Church
- Annie Hines-Goode, *Clay County Veteran Service Officer*,
 - Monthly Departmental Report
- Phyllis Benson, *Golden Triangle Planning and Development*,
 - Access Agreement for Grant Funding on Environmental Testing to be completed on the Emergency Operating Center (EOC), Clay County Courthouse, and The Clay County Health Dept
 - Update on West TVA Road Grant
- Treva Hodge, *Personnel Manager & I/T Administrator*,
 - Monthly Personnel & I/T Report
 - Authorize and approve Software Support Agreement with Data Systems Management FY 2023
 - Authorize and approve to sign the MS Office of Homeland Security's Interest Survey and MOU for the State and Local Cybersecurity Grant
- Ann Wilkerson, *Purchase Clerk*,
 - Monthly Report
- Authorize and approve Deborah Myers, Youth Court Administrator, as appointed by the Court, to travel to Biloxi, MS for mandatory education courses provided by the MS Judicial College
- Authorize and approve to spread on the minutes the Circuit Court Order appointing Clarissa Harris as the interim appointment for the part-time Public Defender position pending the Hon. Marc Stewart returns
- Authorize and approve the letter received from District Attorney's Office regarding Steven Woodruff and Trina Davidson-Brooks
- Authorize and approve to spread on the minutes the Circuit Court Order Appointment of Special Judge on a Justice Court matter, Cause no. 38217, appointing the Hon. Larnzy Carpenter, Jr to preside over said matter
- Authorize and approve the milage request of the Hon. Larnzy Carpenter, Jr incurred for travel due to Special Appointment in the amount of \$52.80
- Authorize and approve to spread on the minutes the Justice Court Order authorizing and approving interpreting fees for Sarah Schnaithman in the amount of \$146.00 for services performed relative to Cause No. 1023118
- Amy Berry, *Chancery Clerk*,
 - Consider Lease Purchase financing quotes in the amount of \$126,508 for the purchase of the two (2) vehicles and equipment to be installed on 911 truck
 - Authorize and approve the Clerk to apply for the fourth round of Local Government Records Grant FY 2023 in the amount of \$10,000 thru the MS Dept. of Archives and History

M-2
S-3

M-2 S-3

M-5 S-2

- o Authorize and approve to spread on the minutes the submission of the Continuing Disclosure Report for year 2023 as required by the Security's Exchange Commission (SEC)
- o Authorize and approve the Chancery Clerk's Affidavit of Justice Court funds settled to the General Fund for the month of September 2023 - M-2 S-3
- o Authorize and approve inventory deletions - M-2 S-3
- o Authorize and approve to transfer from the Voting Precinct Clearing Account to the Gen. Co. Account all but \$3,000 M-2 S-3
- o Authorize and approve to transfer from the HB 1330 Monies Fund to the General Fund the reimbursement portion of the Monthly Data Support Fee on the Tag System for the year 2023
- o Authorize and approve to transfer the Indirect Cost FY 2022 - M-2 S-3
- Request to go into Executive Session to discuss Personnel Matter and a Potential Litigation Matter as allowed under Section 25-41-7 of the Mississippi Code of 1972.
- Other Business
- Recess until Monday, October 2, 2023 at the Clay County Courthouse, at 9:00 a.m.

M-2 S-3

M-5 S-2 to use up to \$20,000 of PLN monies for the purchase of materials -

AMENDMENTS:

EXHIBIT B

0375

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
Clay County Board of Supervisors _____ (“Owner”) and
Neel-Schaffer, Inc. _____ (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
West TVA Road (5920 L.F.)

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Engineering for West TVA Road (5920 L.F.)

NS.CS217.097

Funding – ARC

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;
 - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. **Invoices must include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to

Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer may jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,

then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
 35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
 36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
 37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Day*:
1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work. **N/A**

- F. Exhibit F, Construction Cost Limit. **N/A**
- G. Exhibit G, Insurance. **N/A**
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement. **N/A**

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:
Clay County Board of Supervisors

Engineer:
Neel-Schaffer, Inc.

By: Lynn Horton
Print name: Lynn Horton
Title: President
Date Signed: 9/28/2023



By: John C. Freeman
Print name: John C. Freeman
Title: Senior Engineer Manager
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):
Certificate No.
John C. Freeman, P.E. 14220
State of: MS

Address for Owner's receipt of notices:
P.O. Box 815
West Point, MS 39773

Address for Engineer's receipt of notices:
P. O. Drawer 1078
West Point, MS 39773

Designated Representative (Paragraph 8.03.A):
Lynn Horton
Title: President
Phone Number: 662-494-3124
E-Mail Address: aberry@claycounty.ms.gov

Designated Representative (Paragraph 8.03.A):
John C. Freeman
Title: Senior Engineer Manager
Phone Number: 662-494-7101
E-Mail Address: john.freeman@neel-schaffer.com

This is **EXHIBIT A**, consisting of 17 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions:
 - b. In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by

Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 9. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
 10. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
 11. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
 12. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 13. Perform or provide the following other Study and Report Phase tasks or deliverables:
None
 14. Furnish 1 review copies of the Report and any other Study and Report Phase deliverables to Owner within 90 days of the Effective Date and review it with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within 60 days of receipt of Owner's and Agency's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
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A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and Agency during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction

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procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. **Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
None
 10. Furnish 1 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 90 days of authorization to proceed with this phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 30 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables: **None** **The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.**
10. Furnish for review by Owner, its legal counsel, and Agency, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 180 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.
12. **Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment GC-B) for this purpose.**

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- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables **and all final design phase deliverables have been accepted by Owner.**
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.**
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

6. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 7. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 8. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: None **Upon award of the Construction Contract, the Engineer shall furnish to Owner one executed copy of the Contract Documents, including Drawings and Specifications.**
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

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3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate in and chair a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an

experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

- c. **The visits described in Article A1.05.A.9a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.**
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

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14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations.**
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the

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design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples,

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and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: None
 - a. **Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
None
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements **not including preparation of the Environmental Report defined under Basic services**; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted

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subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, **but only if the Owner's request is made after completion of the Study and Report Phase.**
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Deleted.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.

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26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. **Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.**
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

- B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:
- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
 - B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
 - C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
 - D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: None

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of \$ 263,906 based on the following estimated distribution of compensation:
 - a. Preliminary Engineering \$ 91,507
 - b. Construction Engineering & Inspection \$ 146,411
 - c. Material Testing \$ 25,988
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner and Agency.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (~~see Appendix 1 for rates or charges~~): None
 5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 18 months. If such period of service is extended, the compensation amount for Engineer’s services shall be appropriately adjusted **with concurrence of the Owner and Agency.**

**COMPENSATION PACKET RPR-1:
Resident Project Representative – Lump Sum**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Lump Sum Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, the Lump Sum amount of \$ N/A. The Lump Sum includes compensation for the Resident Project Representative's services, and for the services of any direct assistants to the Resident Project Representative. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Resident Project Representative's Services.
2. *Resident Project Representative Schedule:* The Lump Sum amount set forth in Paragraph C2.04.A.1 above is based on RPR services on a four-hour workday Monday through Friday over a ___ week construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services.
3. *Additional Project Representative Services:* In the event the construction period exceeds ___ weeks, the engineer may be paid \$50.00 an hour for Project Representative Services for all hours over the ___ weeks of construction based on the hours the Project Representative Services are provided.

B. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.5.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred by the Owner and Agency.**

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.3.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner **and Agency** written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ at no cost.
5. The Engineer charges for an environmental assessment shall be invoiced when said services are 100% complete and fees shall not exceed \$ N/A for said service.
6. The Engineer shall provide surveying and testing services as required for this project. Fees for said service shall not exceed \$ N/A. Invoice will be submitted based on completion of services.
7. The Engineer shall provide a geotechnical investigation as required for this project. Fees for said service shall not exceed \$ N/A. Invoice will be submitted based on completion of services.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

D. Owner shall pay Engineer for Additional Services, if any, as follows:

- a. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

Compensation For Reimbursable Expenses:

- b. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
- c. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- d. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of N/A.
- e. The Reimbursable Expenses Schedule will be adjusted annually (as of N/A) to reflect equitable changes in the compensation payable to Engineer.

Other Provisions Concerning Payment For Additional Services:

- f. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of N/A.
- g. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

- h. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide ~~full~~ **part** time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- c. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

- A. *Arbitration:* All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the ***American Arbitration Association*** rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.09.A will be specifically enforceable under prevailing law of any court having jurisdiction.
1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the ***American Arbitration Association***. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
 2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$263,906 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$263,906 (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$263,906 (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.
 3. The rules of any arbitration shall be supplemented to include the following: The award rendered by the arbitrators shall be in writing, and shall include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.
 4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.
 5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.09.A.5 nor in the provision of such contract consenting to joinder shall create

Exhibit H – Dispute Resolution

any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

B. *Limitation of Engineer's Liability*

1. ***Engineer's Liability Limited to Amount of Engineer's Compensation:*** To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

This is **EXHIBIT J**, consisting of 22 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Special Provisions

Paragraph(s) ~~124~~ of the Agreement is/are amended to include the following agreement(s) of the parties:

Special Provision for Equal Employment Opportunity to the Engineering Contract:

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts. Contractors and subcontractors of Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

Special Provisions and Regulations Stipulated by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program: Attached

State of Mississippi Community Development Block Grant Assurances: Attached

U.S. Department of Housing and Urban Development Federal Labor Standards Provisions: Attached

Exhibit J - Special Provisions.

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GENERAL TERMS AND SPECIAL CONDITIONS

Award is hereby made in the amount and for the period shown above of a grant under The Housing and Community Development Act of 1981 - Public Law 97-35), and as amended by the Housing and Urban-Rural Recovery Act of 1983, to Applicant Name "Subgrantee", in accordance with the plan set forth in the application of the above mentioned Subgrantee and subject to any attached revisions or special conditions.

This contract is subject to all applicable rules, regulations, conditions, and assurances as prescribed by the Mississippi Development Authority's (MDA) Community Development's Block Grant Program Final Statement, as well as the U.S. Department of Housing and Urban Development's Community Development Block Grants: State's Program Final Rule (24CFR Part 570), and to each and every Federal and State Statute and guideline affecting the application for, receipt of, and expenditure of Community Development Block Grant funds. It is also subject to such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 97-35 and P.L. 98-8.

1. Application of the Mississippi Employment Protection Act of 2008.

All grantees, recipients, contractors and companies known here after as "Contractor (Company)" entering into contracts with the Mississippi Development Authority represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act (Senate Bill 2988 of the 2008 Regular Session of the Mississippi Legislature) and will register and participate in the status verification system of 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.

Contractor (Company) agrees to maintain such compliance and, upon request of the State, to provide copy of each such verification to the State. Contractor (Company) further represents and warrants that any person assigned to perform services hereunder meet the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor (Company) understands and agrees that any breach of these warranties may subject Contractor (Company) to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor (Company) 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, Contractor (Company) would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

This contract is also made subject to any and all conditions, special conditions, and assurances attached hereto and made a part hereof at the time of the award of these funds. The application submitted for these funds is incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained therein. Any unauthorized change or amendment by the Subgrantee to the provisions of this contract shall be considered invalid, and MDA reserves the right not to reimburse the Subgrantee for any expenses or costs associated with such an unauthorized change or amendment.

MDA reserves the right to withhold grant funds or to terminate this contract for cause, if the Subgrantee fails to fulfill in a timely and proper manner the obligations under this contract or if the Subgrantee should violate any of the covenants, agreements, conditions, special conditions, or assurances of this contract, by giving written notice to the Subgrantee of the suspension or termination, specifying the effective date thereof, at least five (5) days before the effective date thereof.

The Subgrantee hereby agrees that the project and activities for which these grant funds are awarded shall constitute a fully completed and operative project upon conclusion, and the Subgrantee further agrees that in the event the costs of the project exceed the funds awarded under this contract, then it is understood that the state will not provide additional funding. The Subgrantee agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns

will be the sole responsibility of the Subgrantee. This grant shall become effective on the beginning date of the grant period stated in section 5 of page 1 provided that this contract shall have been fully completed, executed by the Subgrantee, and received in the office of MDA.

Subgrantees are prohibited from contracting with or making subawards to parties that are suspended or debarred or whose principals are suspended or debarred by MDA, any federal agency or other Mississippi state agency. Suspension or debarment may apply to new and/or ongoing transactions. An official copy of the MDA's Debarment and Suspension Policy and all applicable regulations and guidelines can be obtained from the MDA, Community Services Division by calling (601) 359-3179.

2. Debarment and Suspension

The Mississippi Development Authority (MDA), Community Services Division (CSD) must ensure that Sub-recipients (Local Units of Government and Non-Profit Agencies) of federal assistance are not debarred or suspended, or otherwise excluded from or ineligible from participation in Federal Programs under Executive Order 12549 and per 2 CFR Part 200. MDA/CSD has performed the required due diligence by verifying the SAM.GOV database to ensure at pre-award that all sub-recipients have met this certification. In the event that a Sub-recipient is found to be suspended, debarred, ineligible, or voluntarily excluded from federal grant program participation at any time during the contract period, MDA/CSD may pursue available remedies, including suspension and/or debarment or termination of the existing grant agreement.

3. Special Conditions That Require Written Clearance

A. Mississippi State Department of Health Approval

If applicable, prior to the release of any CDBG funds for water improvement construction, the Subgrantee shall provide written documentation that the plans and specifications have been approved by the Mississippi State Department of Health.

B. Department of Environmental Quality Approval

If applicable, prior to the release of any CDBG funds for wastewater or solid waste improvement construction, the Subgrantee shall provide written documentation that the plans and specifications have been approved by the Mississippi Department of Environmental Quality, Office of Pollution Control.

C. Mississippi Public Service Commission Approval

If applicable, prior to the release of CDBG funds for water, sewer, and gas system construction, the Subgrantee shall provide evidence that the Mississippi Public Service Commission has issued a "Certificate of Public Convenience and Necessity" for improvements in an uncertificated and/or unserved area, and/or the transfer of ownership of a system.

4. Building Standards

If applicable, all building construction shall comply with the applicable codes and standards approved by the Southern Building Code and Congress International, Inc., or to locally adopted codes, whichever are more stringent.

5. State Aid Standards

If applicable, streets or access roads shall be designed and constructed at least to minimum State Aid standards or to local subdivision standards, whichever are more stringent.

6. LMI Hook-Ups

Low- and moderate-income persons must actually be hooked up to the system in order to be counted as beneficiaries on water, sewer, or gas projects. CDBG funds cannot be used to install nor connect service lines if the property is owned *by* a person who is not of low- or moderate-income, *even* if the renter is of low- or moderate-income. The cost of connecting LMI property owners to the service lines can be paid from CDBG or other funds, but the connection to the system must be at no cost to the LMI beneficiaries.

7. Generators and Auxiliary Power Sources

CDBG funds may not be used for the purchase of generators or auxiliary power sources in water or sewer improvement projects. The only exception is when the generator is built-in on the wastewater pump stations.

8. Nonperformance Standard

If at the end of 12 months from the start of the contract period and construction has not begun, the Mississippi Development Authority, may, at its option, terminate this contract and recapture funds allocated. No contract extensions will be granted unless the Subgrantee can document circumstances beyond its control that prevented construction.

9. Fire Safety Codes

If applicable, the Subgrantee must comply with local fire safety codes.

10. Program Income

If any program income is generated as result from CDBG funds, the subgrantee shall return these funds to the Mississippi Development Authority. However, 570.489 (e)(2)(v)..."proceeds received from the sale of real property acquired or improved in whole or part with CDBG funds will not be considered program income if the proceeds are received more than 5 years after expiration of the grant agreement and are; therefore, exempt from being tracked."

11. Application

The application and all supporting documentation are incorporated *by* reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained therein.

12. Paymode

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the state. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

FINANCIAL MANAGEMENT, REPORTS AND RECORD KEEPING

The local government shall comply with all MDA, State of Mississippi, Office of Management and Budget (OMB) and CDBG rules, regulations, circulars, policies, and procedures on financial management for all contract expenditures. The local unit of government shall ensure that its financial management systems provide the necessary internal controls, accounting records and reporting systems to meet generally accepted accounting standards and comply with the applicable OMB uniform cost principles for the type of entity receiving the funds. MDA reserves the right to inspect the local unit of government's financial management systems and to impose additional accounting requirements to ensure that accounting requirements are being met.

1. Access to Records and Facilities

The State of Mississippi, Federal monitors and auditors and any persons duly authorized by the Federal government, the State of Mississippi and MDA shall have full access to and the right to examine and copy any or all books, records, documents and other materials regardless of form or type which are pertinent to contract performance or which reflect direct and indirect costs related to this contract. Access right shall continue during the record retention period after the contract's ending date. This access right shall extend to all business hours and places where any contract activity is conducted. MDA shall include these access requirements in all subcontracts.

2. Audits and Monitoring

The local unit of government shall adhere to applicable Office of Management and Budget (OMB) Circulars and other applicable Federal, State of Mississippi and MDA regulations, policies and procedures governing audits and monitoring. Recipients' of Federal awards, as defined by OMB Circular 2 CFR Part 200 (formerly known as Circular A-133) and 29 CFR 99, shall maintain records that identify all Federal funds received and expended. The local unit of government shall comply with any applicable future amendments to OMB Circular 2 CFR Part 200 (formerly known as A-133) and any successor or replacement Circular or regulation.

The local unit of government shall be audited annually in accordance with Circular 2 CFR Part 200 or, if 2 CFR Part 200 is inapplicable, shall arrange for an annual audit of contract funds received from MDA. All governmental and nonprofit organizations must follow the audit requirements of OMB Circular 2 CFR Part 200.

All audits shall conform to generally accepted auditing and accounting standards and MDA policies and procedures. A copy of each year's financial audit report, which provides a specific reference to this contract, shall be mailed to MDA within one week after its receipt by the local unit of government. All audit reports shall be finalized within six months after the contract's ending date unless an alternative date is agreed to in writing by MDA. All audit costs shall be the local unit of government's responsibility.

Failure to submit all Audit documentation by the required due dates may deem the Local Units of Government or Non-Profit Organizations in non-compliance with the Audit Requirements. CSD may impose sanctions such as suspending payments of current grants until the Audit is received and/or the eligibility for future funding.

3. Leveraged Funds

- a. The Subgrantee is held to its leveraged fund commitment as stated in the approved application.
- b. Should a portion of the matching funds not be required (i.e., low bids, MDA approved change in scope of work), MDA, Community Services Division, will reduce the grant proportionately so that the leveraging ratio holds constant regardless of how funds are budgeted.

4. In-Kind Services

If applicable, any in-kind services to be performed by the Subgrantee or others designated as local match funds must be adequately documented or make actual dollar contributions to provide for the local match funds.

5. Request for Cash

When submitting a request for cash, the subgrantee must provide the Request for Cash form sheet and the CDBG Consolidated Support Sheet. Drawdowns should be made only in the amount necessary to meet current disbursement needs. A zero balance must be maintained and funds disbursed within three (3) days.

6. Cost Overruns

The subgrantee agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the subgrantee.

7. Budget Revision Acceptance

The Subgrantee agrees and accepts all changes to the budget pages of its CDBG application; and the revised budget forms attached to this contract shall constitute the true and correct budget for the Subgrantee's CDBG project, and are hereby incorporated by reference herein and made a part of this contract.

8. Availability of Funds

This contract is contingent on the availability of funds from the U.S. Department of Housing and Urban Development.

9. Procurement

The local unit of government must comply with all State and Federal laws per 2 CFR Part 200 dealing with purchasing and acquisition for goods, services and other allowable cost as specified in the application. All procurements transactions, regardless of dollar amount, must be conducted in a manner to provide free and open competition

10. Close-out Package

Within 30 days after the completion of all activities or 60 days after the expiration of the grant agreement, the subgrantee must submit a complete and acceptable close-out package.

SPECIAL PROVISIONS AND REGULATIONS STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

1. Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books

The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined.

3. Termination for Convenience of the Grantee

The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract

4. Record-Keeping

All records required to be kept on the project shall be maintained for at least three (3) years after final payments and until all other pending matters under the grant are closed.

5. Health and Safety Standards

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. Uniform Relocation Act Requirements

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified

in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

7. Citizens Participation

The Subgrantee must follow the Citizen Participation procedures in accordance with the requirements listed in Title 24 CFR 91.115 of the Housing and Community Development Act of 1974, as amended. The Act provides for and encourages, Citizen Participation and emphasizes participation by persons of low and moderate income, particularly residents of predominantly low and moderate income neighborhoods, slum or blighted areas, and areas in which the State of Mississippi proposes to use federal funds.

8. Environmental Compliance

Environmental clearance must be completed within four (4) months of the award date or the contract will be voided unless the Division Director authorizes a waiver. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by recipient of a release of funds from the Mississippi Development Authority under 24 CFR Part § 58. The parties further agree that the provision of any funds to the project is conditioned on the recipient's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review. No project costs shall be paid by CSD prior to environmental clearance except for Application Preparation.

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329). Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

9. Historic Preservation

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 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 (CFR Part 600.8) 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

10. Lead-Based Paint Requirements

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

11. Labor Standards- Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

12. Energy Efficiency

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

13. Changes

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract

14. Personnel

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee. All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract

15. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat 740; 63 Stat 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

16. Withholding of Salaries

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

17. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

18. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and Section for training apprenticeship.

19. Section 3

Section 3 of the Housing and Urban Development Act of 1968, is a statutory provision which requires that, to the greatest extent feasible, opportunities for training, employment, contracting and other economic opportunities be given to low and very- low income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part, by persons residing in the project area. The Sub-recipient and contractors must demonstrate a good faith effort and document compliance as set-forth by 24 CFR 135.

20. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

- a. Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
- b. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services. This requirement dictates some form of action to be taken by the grantee, not just passive compliance with existing laws and ordinances. Fair housing choice is the ability of persons of similar income levels to have available to them a like range of housing choices regardless of race, color, national origin, religion, sex, familial status, or disability. CDBG grantees make a commitment to Affirmatively Further Fair Housing in the community as a recipient of CDBG funds. It is important for grantees to be aware that this is a commitment to understand every individual's fair housing rights and ensure all local policies and practices do not hinder fair housing and when appropriate actively further fair housing.; and,
- c. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.

d. Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

21. Architectural Barriers Act and Americans with Disabilities

The contracted parties will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

22. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

23. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

24. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of the Grantee. The Contracted Party shall be as fully responsible to the Grantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

25. Assignability

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Grantee provided that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

26. Conflict of Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefit for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any

portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Section 24-4-117 and 25-4-119 Mississippi Code Annotated (Supp. 1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

27. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

28. Interest of Contractor

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

29. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

30. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

31. Flood Insurance Purchase Requirements

Both parties agree to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. 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.

32. Program Monitoring

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

33. Discrimination Due to Beliefs

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

34. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

35. Third-Party Contracts

The Subgrantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring the following:

- a. Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,
- b. Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Subgrantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

36. Excessive Force

The contracted parties will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

**STATE OF MISSISSIPPI
COMMUNITY DEVELOPMENT BLOCK GRANT**

ASSURANCES

The Subgrantee hereby assures and certifies that:

- (a) It possesses legal authority to apply for the grant and to execute the proposed program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the application.
- (c) Its application program has been developed so as to give maximum feasible priority to activities which will benefit low- and moderate-income families, or aid in the prevention or elimination of slums or blight, or meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and no other financial resources are available to meet such needs.
- (d) It will:
 - (1) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and
 - (2) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.
- (e) Its chief executive officer or other officer of the Subgrantee:
 - (1) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58; and
 - (2) Is authorized and consents on behalf of the Subgrantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (f) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:
 - (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and
 - (2) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.
- (g) It will comply with Executive Order Number 12898, issued February 11, 1994, by:

- (1) Focusing attention on the environment and health conditions in minority and low-income communities; and
 - (2) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and
 - (3) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.
- (h) It will comply with the regulations, policies, guidelines, and requirements of OMB Circular 2 CFR Part 200 {formerly known as 24 CFR Part 85 and 24 CFR Part 87), as they relate to the application and use of federal funds.
- (i) It will comply with:
- (1) Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Subgrantee, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
 - (2) Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
 - (3) Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance; and
 - (4) Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training and apprenticeship.
- (j) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR, Part 135), requiring that opportunities for training and employment be given to low-income residents in the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
- (k) It will comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-

displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. It shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. It also agrees to comply with applicable grantee ordinances, resolutions and policies concerning the displacement of persons from their residences. It also agrees to follow the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 for the acquiring of easements.

- (l) It will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of OMB Circular 2 CFR Part 200 (formerly known as 24 CFR, Part 85.36).
- (m) It will comply with the provisions of the Hatch Act 5 U.S.C. 1501 et seq), which limits the political activity of employees.
- (n) It will give the State of Mississippi, HUD, and the Controller General, through any authorized representatives, access to and the right to examine all records, books, papers, or other documents related to the grant.
- (o) It will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq). (However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.)
- (p) It will comply with the applicable requirements of the Copeland Act (40 U.S.C. 276c).
- (q) It will comply with Section 109 of the Housing and Community Development Act of 1974, as amended, which requires that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq), or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), shall also apply to any such program or activity.
- (r) It will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.
- (s) It will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- (t) The Subgrantee shall remain fully obligated under the provisions of the "Statement of CDBG Award," notwithstanding its designation of any third party or parties for the undertaking of all or any parts of the program with respect to which assistance is being provided under the "Statement of CDBG Award" to the Subgrantee. Any recipient who is not the Subgrantee shall

comply with all lawful requirements of the Subgrantee necessary to ensure that the program, with respect to which assistance is being provided under the "Statement of CDBG Award" to the Subgrantee, is carried out in accordance with the Subgrantee's assurances and certifications to comply with all applicable laws, regulations, and other requirements.

- (u) The chief elected official certifies, to the best of his or her knowledge and belief, that:
 - (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (v) It will comply with the Uniform administrative requirements as described in 24 CFR Sec. 570.489 (d).
- (w) It will comply with the Part 85.31 regulating the acquisition & disposition of RealProperty and Part 85.32 concerning acquisition & disposition of equipment.
- (x) It will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e)
- (y) It shall comply with HUD CPD Notice 03-09 to report the project Outcome on an annual basis to MDA Performance Measurements

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal labor Standards Provisions are included In this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under CFR 5.5(a)(1)(II) and the Davis Bacon poster (WH 1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMS Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form NH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph 8 are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT C

9/28/23

Bluff Creek Missionary Baptist Church

P.O. Box 1629

Pheba, MS 39755

Phone: 662-295-1465

To the board of supervisors, the Bluff Creek M.B. Church was deleted from exempt status by Paige Dendy in 2017, stating that our church was no longer in operation, which was not true. The Bluff Creek M.B. Church was established in 1955 and has never closed.

To define churches and other religious entities, some of the IRS guidelines consider whether or not an institution has:

- a distinct legal existence and religious history,
- a recognized creed and form of worship,
- established places of worship
- a regular congregation and regular religious services, and
- an organization of ordained ministers

We can provide proof that our organization is still open. We have weekly services (Wednesday night, Sunday Morning), utility bills, and bank statements available upon request.

So we, the pastor, deacons, and members, are asking that the Bluff Creek M.B. Church be reinstated back to tax-exempt status and refunded from 2017, 2018, 2019, and 2020. Also, ask Ms. Dendy what led her to believe that our church was closed. We need a better answer on why.

Thanks

Alvin Tate, Pastor

James Spann, Deacon

Craig Johnson, Deacon

John Spann, Deacon

John T. Avant, Deacon

Melvin Johnson, Deacon

Willie Avant, Deacon

Tommy Johnson, Deacon

EXHIBIT D

VETERAN SVC OFC	AUG	SEP	OCT	NOV	DEC
227 Court Street	27JUL-23AUG	24AUG-21SEP2	22SEP-25OCT	26OCT-29NOV	30NOV-27DEC
P.O. Box 1203					
West Point, MS 39773					
662-494-1554 (OFC)					
662-494-1964 (FAX)					
VSO REPORT 2023					
TOTAL FILES	370	378			
DSO /NON- COUNTY	3...4	0			
NEW VETERANS	5	8			
NH/A&A/DECEASED/BURIAL	9	6			
FAXED	16	21			
NEW CASES 526-EZ	7	12			
1010EZ VA MED CTR	8	5			
SF 180 / DD214/ DD214 / NGB22	5	5			
MEDICAL EXPENSE RPT	1	0			
MAILED	13	22			
NOD/ VIRTUAL BVA	0	0			
F 2 F	27	43			
CALL IN	61	47			
MONTHLY TOTAL ASST	88	90			
TOTAL FILES	370	378			
DAYS OF WORK	15	15			
TRAINING / EV/VENT (REMOTE)		27-28 RHP	3-5 RHP	31-2 VAC MH	
	8/29 CLOSE		11-12 DAV CERT	14-16 COLLEGE	
	ELECTION		17-19 MSVA CERT		

2023 AGENDA

BOARD OF DIRECTOR'S MEETING:

As of SEPTEMBER 2023, there are a total
378 Veterans' Assisted in Clay County Office
established into Clay County VetraSpec system since Feb 2020 totaled 0

- ❖ **Training for DAV Cert 12-15 October 2023 Gulfport, MS
(TRAVEL Expense) Yearly Certification**
- ❖ **Training for MSVA Cert 18-20 October 2023 Camp Shelby, MS
(Travel Expense) Yearly Certification**
- ❖ **VSO Officer will be remotely 31 October 31- 2 November 2023**
- ❖ **VSO officer conducts remotely whether in Ofc off days or not**
- ❖ **VSO will be remotely 14-16 November 2023 was selected to
attend American Legion College in Indianapolis, IN**

- ❖ **Annie Hines-Goode, CCVSO**

0457

VETERAN SVC OFC	AUG	SEP	OCT	NOV	DEC
227 Court Street	27JUL-23AUG	24AUG-21SEP2	22SEP-25OCT	26OCT-29NOV	30NOV-27DEC
P.O. Box 1203					
West Point, MS 39773					
662-494-1554 (OFC)					
662-494-1964 (FAX)					
VSO REPORT 2023					
TOTAL FILES	370	378			
DSO /NON- COUNTY	3...4	0			
NEW VETERANS	5	8			
NH/A&A/DECEASED/BURIAL	9	6			
FAXED	16	21			
NEW CASES 526-EZ	7	12			
1010EZ VA MED CTR	8	5			
SF 180 / DD21 / DD214 / NGB22	5	5			
MEDICAL EXPENSE RPT	1	0			
MAILED	13	22			
NOD/ VIRTUAL BVA	0	0			
F 2 F	27	43			
CALL IN	61	47			
MONTHLY TOTAL ASST	88	90			
TOTAL FILES	370	378			
DAYS OF WORK	15	15			
TRAINING / EVENT (REMOTE)		27-28 RHP	3-5 RHP	31-2 VAC MH	
	8/29 CLOSE		11-12 DAV CERT	14-16 COLLEGE	
	ELECTION		17-19 MSVA CERT		

2023 AGENDA

BOARD OF DIRECTOR'S MEETING:

As of SEPTEMBER 2023, there are a total
378 Veterans' Assisted in Clay County Office
established into Clay County VetraSpec system since Feb 2020 totaled 0

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(TRAVEL Expense) Yearly Certification**
- ❖ **Training for MSVA Cert 18-20 October 2023 Camp Shelby, MS
(Travel Expense) Yearly Certification**
- ❖ **VSO Officer will be remotely 31 October 31- 2 November 2023**
- ❖ **VSO officer conducts remotely whether in Ofc off days or not**
- ❖ **VSO will be remotely 14-16 November 2023 was selected to
attend American Legion College in Indianapolis, IN**

- ❖ **Annie Hines-Goode, CCVSO**

EXHIBIT E

0459

ACCESS AGREEMENT

This access Agreement ("Agreement") for the Clay County Health Department, located at 179 East Jordan Avenue, West Point, MS 39773 ("Property") is entered into among PM Environmental, Inc. ("PM") having an office at 500 Russell Street, Suite 106, Starkville, MS 39759 and Clay County, Mississippi ("Owner"), having ownership of the property address stated above.

AGREEMENT

For and in consideration of the undertakings of the parties herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. ACCESS

1. PM and its employees and contractors shall have access to the Property during regular business hours for undertaking and conducting activities necessary to complete the Work Order attached.
2. PM and its employees and contractors shall conduct activities on the Property in a manner that will minimize interference with the business operations being conducted on the Property.
3. Following completion of any activities by PM on the Property, PM Agrees to reasonably repair any damage to the Property caused by such activities.
4. At least 72 hours prior to the commencement of field activities, PM will contact Mississippi 811, a utility locating service to locate public utilities on or adjacent to the Property.

II. SCOPE OF THE AGREEMENT

This agreement shall give PM and its employees and contractors on behalf of the Client the right to enter onto the Property to perform the aforementioned activities by conducting a walkover in order to complete a Phase I Environmental Impact Statement (EIS) and collect samples for analysis to determine environmental impact.

OR

This agreement shall give PM and its employees and contractors on behalf of the Client the right to enter onto the Property to perform the following activities:

1. Assessing soil and groundwater quality;
2. Determining mutually agreeable locations for installing groundwater wells or soil borings:

3. Installing, operating, and maintaining all monitoring wells;

III. MATERIALS REMOVED FROM THE SITE

Impacted materials recovered as a result of activities conducted under this Agreement shall be handled, stored, treated, transported, and disposed of, as necessary by PM, in accordance with applicable local, state, and federal laws, regulations, and ordinances.

IV. TOOLS AND EQUIPMENT

All tools, equipment or other property placed upon the Property by PM, its employees or contractors shall remain the property of PM, and will be removed by PM, its employees or contractors within (60) days after the expiration of the Agreement, without materially impacting the value of the Property.

V. INSURANCE

For all services performed hereunder, Consultant will perform its services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions where such services are performed.

PM shall purchase and maintain, or cause the purchase or maintenance in a company or companies lawfully authorized to do business in the State of Mississippi, insurance for protection from claims under worker's or workmen's compensation acts and other employee benefit acts which are applicable, claims for damage because of bodily injury, including death, and from claims for property damages which may arise out of or result from PM's activities on the Property, whether such activities are by PM or any subcontractor of PM, or anyone directly or indirectly employed by any of them.

VI. COVENANT NOT TO SUE

Owner agrees that Owner shall not assert any claims or causes of action or commence any legal or equitable suit, action or proceeding against PM and or any of its affiliates or their respective officers, directors, shareholders, agents, employees or representatives in connection with any contamination of the Property not caused by PM or PM's activities so long as PM is not in default under the terms and conditions hereof.

VII. GOVERNING LAW

The Laws for the State of Mississippi shall apply to the interpretation of this Agreement and to the resolution of any disputes arising out of the matter set forth herein.

VIII. TERM OF AGREEMENT

This Agreement shall continue in effect until PM completes the requisite assessment activities, as it relates to the Property.

IX. SUCCESSORS AND ASSIGNS

This access Agreement is binding upon the parties, their successors, in title or interest, assignees and heirs.

X. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, PM and Owner have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth beneath their signatures below, to become effective as of the later of such two dates.

PM Environmental, Inc.
500 Russell Street, Suite 106
Starkville, MS 39759

Clay County Health Department Building
179 East Jordan Avenue
West Point, MS 39773

By: _____

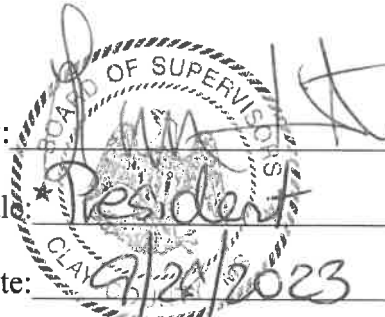
Title: _____

Date: _____

By: _____

Title: _____

Date: _____



Please provide a contact number: (662) 494-3124

ACCESS AGREEMENT

This access Agreement (“Agreement”) for the property owned by Clay County Mississippi, a/k/a, the Clay County Courthouse, as located on 365 Court Street, West Point, MS 39773 (“Property”) is entered into among PM Environmental, Inc. (“PM”) having an office at 500 Russell Street, Suite 106, Starkville, MS 39759 and Oktibbeha County, Mississippi (“Owner”), having ownership of the property address stated above.

AGREEMENT

For and in consideration of the undertakings of the parties herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. ACCESS

1. PM and its employees and contractors shall have access to the Property during regular business hours for undertaking and conducting activities necessary to complete the Work Order attached.
2. PM and its employees and contractors shall conduct activities on the Property in a manner that will minimize interference with the business operations being conducted on the Property.
3. Following completion of any activities by PM on the Property, PM Agrees to reasonably repair any damage to the Property caused by such activities.
4. At least 72 hours prior to the commencement of field activities, PM will contact Mississippi 811, a utility locating service to locate public utilities on or adjacent to the Property.

II. SCOPE OF THE AGREEMENT

This agreement shall give PM and its employees and contractors on behalf of the Client the right to enter onto the Property to perform the aforementioned activities by conducting a walkover in order to complete a Phase I Environmental Impact Statement (EIS) and collect samples for analysis to determine environmental impact.

OR

This agreement shall give PM and its employees and contractors on behalf of the Client the right to enter onto the Property to perform the following activities:

1. Assessing soil and groundwater quality;

2. Determining mutually agreeable locations for installing groundwater wells or soil borings:
3. Installing, operating, and maintaining all monitoring wells;

III. MATERIALS REMOVED FROM THE SITE

Impacted materials recovered as a result of activities conducted under this Agreement shall be handled, stored, treated, transported, and disposed of, as necessary by PM, in accordance with applicable local, state, and federal laws, regulations, and ordinances.

IV. TOOLS AND EQUIPMENT

All tools, equipment or other property placed upon the Property by PM, its employees or contractors shall remain the property of PM, and will be removed by PM, its employees or contractors within (60) days after the expiration of the Agreement, without materially impacting the value of the Property.

V. INSURANCE

For all services performed hereunder, Consultant will perform its services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions where such services are performed.

PM shall purchase and maintain, or cause the purchase or maintenance in a company or companies lawfully authorized to do business in the State of Mississippi, insurance for protection from claims under worker's or workmen's compensation acts and other employee benefit acts which are applicable, claims for damage because of bodily injury, including death, and from claims for property damages which may arise out of or result from PM's activities on the Property, whether such activities are by PM or any subcontractor of PM, or anyone directly or indirectly employed by any of them.

VI. COVENANT NOT TO SUE

Owner agrees that Owner shall not assert any claims or causes of action or commence any legal or equitable suit, action or proceeding against PM and or any of its affiliates or their respective officers, directors, shareholders, agents, employees or representatives in connection with any contamination of the Property not caused by PM or PM's activities so long as PM is not in default under the terms and conditions hereof.

VII. GOVERNING LAW

The Laws for the State of Mississippi shall apply to the interpretation of this Agreement and to the resolution of any disputes arising out of the matter set forth herein.

VIII. TERM OF AGREEMENT

This Agreement shall continue in effect until PM completes the requisite assessment activities, as it relates to the Property.

IX. SUCCESSORS AND ASSIGNS

This access Agreement is binding upon the parties, their successors, in title or interest, assignees and heirs.

X. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, PM and Owner have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth beneath their signatures below, to become effective as of the later of such two dates.

PM Environmental, Inc.
500 Russell Street, Suite 106
Starkville, MS 39759

Clay County Courthouse Building
365 Court Street
West Point, MS 39773

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Please provide a contact number: (662) 494-3124

ACCESS AGREEMENT

This access Agreement (“Agreement”) for the property owned by Clay County Mississippi, a/k/a the Clay County EOC, Emergency Operations Center as located on 2392 W. Church Hill Road, West Point, MS 39773 (“Property”) is entered into among PM Environmental, Inc. (“PM”) having an office at 500 Russell Street, Suite 106, Starkville, MS 39759 and Oktibbeha County, Mississippi (“Owner”), having ownership of the property address stated above.

AGREEMENT

For and in consideration of the undertakings of the parties herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. ACCESS

1. PM and its employees and contractors shall have access to the Property during regular business hours for undertaking and conducting activities necessary to complete the Work Order attached.
2. PM and its employees and contractors shall conduct activities on the Property in a manner that will minimize interference with the business operations being conducted on the Property.
3. Following completion of any activities by PM on the Property, PM Agrees to reasonably repair any damage to the Property caused by such activities.
4. At least 72 hours prior to the commencement of field activities, PM will contact Mississippi 811, a utility locating service to locate public utilities on or adjacent to the Property.

II. SCOPE OF THE AGREEMENT

This agreement shall give PM and its employees and contractors on behalf of the Client the right to enter onto the Property to perform the aforementioned activities by conducting a walkover in order to complete a Phase I Environmental Impact Statement (EIS) and collect samples for analysis to determine environmental impact.

OR

This agreement shall give PM and its employees and contractors on behalf of the Client the right to enter onto the Property to perform the following activities:

1. Assessing soil and groundwater quality;
2. Determining mutually agreeable locations for installing groundwater wells or soil borings:

3. Installing, operating, and maintaining all monitoring wells;

III. MATERIALS REMOVED FROM THE SITE

Impacted materials recovered as a result of activities conducted under this Agreement shall be handled, stored, treated, transported, and disposed of, as necessary by PM, in accordance with applicable local, state, and federal laws, regulations, and ordinances.

IV. TOOLS AND EQUIPMENT

All tools, equipment or other property placed upon the Property by PM, its employees or contractors shall remain the property of PM, and will be removed by PM, its employees or contractors within (60) days after the expiration of the Agreement, without materially impacting the value of the Property.

V. INSURANCE

For all services performed hereunder, Consultant will perform its services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions where such services are performed.

PM shall purchase and maintain, or cause the purchase or maintenance in a company or companies lawfully authorized to do business in the State of Mississippi, insurance for protection from claims under worker's or workmen's compensation acts and other employee benefit acts which are applicable, claims for damage because of bodily injury, including death, and from claims for property damages which may arise out of or result from PM's activities on the Property, whether such activities are by PM or any subcontractor of PM, or anyone directly or indirectly employed by any of them.

VI. COVENANT NOT TO SUE

Owner agrees that Owner shall not assert any claims or causes of action or commence any legal or equitable suit, action or proceeding against PM and or any of its affiliates or their respective officers, directors, shareholders, agents, employees or representatives in connection with any contamination of the Property not caused by PM or PM's activities so long as PM is not in default under the terms and conditions hereof.

VII. GOVERNING LAW

The Laws for the State of Mississippi shall apply to the interpretation of this Agreement and to the resolution of any disputes arising out of the matter set forth herein.

VIII. TERM OF AGREEMENT

This Agreement shall continue in effect until PM completes the requisite assessment activities, as it relates to the Property.

IX. SUCCESSORS AND ASSIGNS

This access Agreement is binding upon the parties, their successors, in title or interest, assignees and heirs.

X. COUNTERPARTS


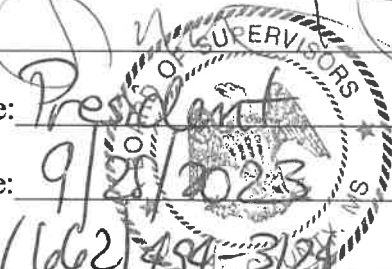
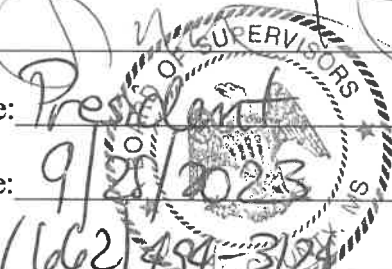
This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, PM and Owner have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth beneath their signatures below, to become effective as of the later of such two dates.

PM Environmental, Inc.
500 Russell Street, Suite 106
Starkville, MS 39759

Clay County EOC
Emergency Operations Center Building
2392 W. Church Hill Road
West Point, MS 39773

By: _____
Title: _____
Date: _____

By:  _____
Title:  President _____
Date: 9/28/2023 _____
 (662) 494-3124 _____

Please provide a contact number: _____

ACCESS AGREEMENT

This access Agreement (“Agreement”) for the Clay County Emergency Operations Center (EOC) building located at 2392 West Church Hill Road, West Point, Mississippi 39773 (“Property”) is entered into among PM Environmental, Inc. (“PM”) having an office at 500 Russell Street, Suite 106, Starkville, MS 39759 and Clay County, Mississippi (“Owner”), having ownership of the property address stated above.

AGREEMENT

For and in consideration of the undertakings of the parties herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. ACCESS

1. PM and its employees and contractors shall have access to the Property during regular business hours for undertaking and conducting activities necessary to complete the Work Order attached.
2. PM and its employees and contractors shall conduct activities on the Property in a manner that will minimize interference with the business operations being conducted on the Property.
3. Following completion of any activities by PM on the Property, PM Agrees to reasonably repair any damage to the Property caused by such activities.
4. At least 72 hours prior to the commencement of field activities, PM will contact Mississippi 811, a utility locating service to locate public utilities on or adjacent to the Property.

II. SCOPE OF THE AGREEMENT

This agreement shall give PM and its employees and contractors on behalf of the Client the right to enter onto the Property to perform the aforementioned activities by conducting a walkover in order to complete a Phase I Environmental Impact Statement (EIS) and collect samples for analysis to determine environmental impact.

OR

This agreement shall give PM and its employees and contractors on behalf of the Client the right to enter onto the Property to perform the following activities:

1. Assessing soil and groundwater quality;
2. Determining mutually agreeable locations for installing groundwater wells or soil borings:

3. Installing, operating, and maintaining all monitoring wells;

III. MATERIALS REMOVED FROM THE SITE

Impacted materials recovered as a result of activities conducted under this Agreement shall be handled, stored, treated, transported, and disposed of, as necessary by PM, in accordance with applicable local, state, and federal laws, regulations, and ordinances.

IV. TOOLS AND EQUIPMENT

All tools, equipment or other property placed upon the Property by PM, its employees or contractors shall remain the property of PM, and will be removed by PM, its employees or contractors within (60) days after the expiration of the Agreement, without materially impacting the value of the Property.

V. INSURANCE

For all services performed hereunder, Consultant will perform its services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions where such services are performed.

PM shall purchase and maintain, or cause the purchase or maintenance in a company or companies lawfully authorized to do business in the State of Mississippi, insurance for protection from claims under worker's or workmen's compensation acts and other employee benefit acts which are applicable, claims for damage because of bodily injury, including death, and from claims for property damages which may arise out of or result from PM's activities on the Property, whether such activities are by PM or any subcontractor of PM, or anyone directly or indirectly employed by any of them.

VI. COVENANT NOT TO SUE

Owner agrees that Owner shall not assert any claims or causes of action or commence any legal or equitable suit, action or proceeding against PM and or any of its affiliates or their respective officers, directors, shareholders, agents, employees or representatives in connection with any contamination of the Property not caused by PM or PM's activities so long as PM is not in default under the terms and conditions hereof.

VII. GOVERNING LAW

The Laws for the State of Mississippi shall apply to the interpretation of this Agreement and to the resolution of any disputes arising out of the matter set forth herein.

VIII. TERM OF AGREEMENT

This Agreement shall continue in effect until PM completes the requisite assessment activities, as it relates to the Property.

IX. SUCCESSORS AND ASSIGNS

This access Agreement is binding upon the parties, their successors, in title or interest, assignees and heirs.

X. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, PM and Owner have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth beneath their signatures below, to become effective as of the later of such two dates.

PM Environmental, Inc.
500 Russell Street, Suite 106
Starkville, MS 39759

Clay County EOC
Emergency Operations Center Building
2392 W. Church Hill Road
West Point, MS 39773

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please provide a contact number: _____

ACCESS AGREEMENT

This access Agreement (“Agreement”) for the Clay County Courthouse, located at 365 Court Street, West Point, MS 39773 (“Property”) is entered into among PM Environmental, Inc. (“PM”) having an office at 500 Russell Street, Suite 106, Starkville, MS 39759 and Clay County, Mississippi (“Owner”), having ownership of the property address stated above.

AGREEMENT

For and in consideration of the undertakings of the parties herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. ACCESS

1. PM and its employees and contractors shall have access to the Property during regular business hours for undertaking and conducting activities necessary to complete the Work Order attached.
2. PM and its employees and contractors shall conduct activities on the Property in a manner that will minimize interference with the business operations being conducted on the Property.
3. Following completion of any activities by PM on the Property, PM Agrees to reasonably repair any damage to the Property caused by such activities.
4. At least 72 hours prior to the commencement of field activities, PM will contact Mississippi 811, a utility locating service to locate public utilities on or adjacent to the Property.

II. SCOPE OF THE AGREEMENT

This agreement shall give PM and its employees and contractors on behalf of the Client the right to enter onto the Property to perform the aforementioned activities by conducting a walkover in order to complete a Phase I Environmental Impact Statement (EIS) and collect samples for analysis to determine environmental impact.

OR

This agreement shall give PM and its employees and contractors on behalf of the Client the right to enter onto the Property to perform the following activities:

1. Assessing soil and groundwater quality;
2. Determining mutually agreeable locations for installing groundwater wells or soil borings:

3. Installing, operating, and maintaining all monitoring wells;

III. MATERIALS REMOVED FROM THE SITE

Impacted materials recovered as a result of activities conducted under this Agreement shall be handled, stored, treated, transported, and disposed of, as necessary by PM, in accordance with applicable local, state, and federal laws, regulations, and ordinances.

IV. TOOLS AND EQUIPMENT

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V. INSURANCE

For all services performed hereunder, Consultant will perform its services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions where such services are performed.

PM shall purchase and maintain, or cause the purchase or maintenance in a company or companies lawfully authorized to do business in the State of Mississippi, insurance for protection from claims under worker's or workmen's compensation acts and other employee benefit acts which are applicable, claims for damage because of bodily injury, including death, and from claims for property damages which may arise out of or result from PM's activities on the Property, whether such activities are by PM or any subcontractor of PM, or anyone directly or indirectly employed by any of them.

VI. COVENANT NOT TO SUE

Owner agrees that Owner shall not assert any claims or causes of action or commence any legal or equitable suit, action or proceeding against PM and or any of its affiliates or their respective officers, directors, shareholders, agents, employees or representatives in connection with any contamination of the Property not caused by PM or PM's activities so long as PM is not in default under the terms and conditions hereof.

VII. GOVERNING LAW

The Laws for the State of Mississippi shall apply to the interpretation of this Agreement and to the resolution of any disputes arising out of the matter set forth herein.

VIII. TERM OF AGREEMENT

This Agreement shall continue in effect until PM completes the requisite assessment activities, as it relates to the Property.

IX. SUCCESSORS AND ASSIGNS

This access Agreement is binding upon the parties, their successors, in title or interest, assignees and heirs.

X. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, PM and Owner have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth beneath their signatures below, to become effective as of the later of such two dates.

PM Environmental, Inc.
500 Russell Street, Suite 106
Starkville, MS 39759

Clay County Courthouse Building
365 Court Street
West Point, MS 39773

By: _____

By:  _____

Title: _____

Title: _____

Date: _____

Date: _____

Please provide a contact number: _____

ACCESS AGREEMENT

This access Agreement (“Agreement”) for the property owned by Clay County Mississippi, a/k/the Clay County Health Department Building as located on 179 East Jordan Avenue, West Point, MS 39773 (“Property”) is entered into among PM Environmental, Inc. (“PM”) having an office at 500 Russell Street, Suite 106, Starkville, MS 39759 and Oktibbeha County, Mississippi (“Owner”), having ownership of the property address stated above.

AGREEMENT

For and in consideration of the undertakings of the parties herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. ACCESS

1. PM and its employees and contractors shall have access to the Property during regular business hours for undertaking and conducting activities necessary to complete the Work Order attached.
2. PM and its employees and contractors shall conduct activities on the Property in a manner that will minimize interference with the business operations being conducted on the Property.
3. Following completion of any activities by PM on the Property, PM Agrees to reasonably repair any damage to the Property caused by such activities.
4. At least 72 hours prior to the commencement of field activities, PM will contact Mississippi 811, a utility locating service to locate public utilities on or adjacent to the Property.

II. SCOPE OF THE AGREEMENT

This agreement shall give PM and its employees and contractors on behalf of the Client the right to enter onto the Property to perform the aforementioned activities by conducting a walkover in order to complete a Phase I Environmental Impact Statement (EIS) and collect samples for analysis to determine environmental impact.

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This agreement shall give PM and its employees and contractors on behalf of the Client the right to enter onto the Property to perform the following activities:

1. Assessing soil and groundwater quality;
2. Determining mutually agreeable locations for installing groundwater wells or soil borings:

3. Installing, operating, and maintaining all monitoring wells;

III. MATERIALS REMOVED FROM THE SITE

Impacted materials recovered as a result of activities conducted under this Agreement shall be handled, stored, treated, transported, and disposed of, as necessary by PM, in accordance with applicable local, state, and federal laws, regulations, and ordinances.

IV. TOOLS AND EQUIPMENT

All tools, equipment or other property placed upon the Property by PM, its employees or contractors shall remain the property of PM, and will be removed by PM, its employees or contractors within (60) days after the expiration of the Agreement, without materially impacting the value of the Property.

V. INSURANCE

For all services performed hereunder, Consultant will perform its services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions where such services are performed.

PM shall purchase and maintain, or cause the purchase or maintenance in a company or companies lawfully authorized to do business in the State of Mississippi, insurance for protection from claims under worker's or workmen's compensation acts and other employee benefit acts which are applicable, claims for damage because of bodily injury, including death, and from claims for property damages which may arise out of or result from PM's activities on the Property, whether such activities are by PM or any subcontractor of PM, or anyone directly or indirectly employed by any of them.

VI. COVENANT NOT TO SUE

Owner agrees that Owner shall not assert any claims or causes of action or commence any legal or equitable suit, action or proceeding against PM and or any of its affiliates or their respective officers, directors, shareholders, agents, employees or representatives in connection with any contamination of the Property not caused by PM or PM's activities so long as PM is not in default under the terms and conditions hereof.

VII. GOVERNING LAW

The Laws for the State of Mississippi shall apply to the interpretation of this Agreement and to the resolution of any disputes arising out of the matter set forth herein.

VIII. TERM OF AGREEMENT

This Agreement shall continue in effect until PM completes the requisite assessment activities, as it relates to the Property.

IX. SUCCESSORS AND ASSIGNS

This access Agreement is binding upon the parties, their successors, in title or interest, assignees and heirs.

X. COUNTERPARTS

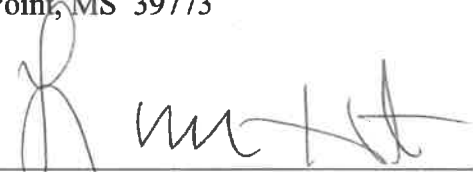
This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, PM and Owner have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth beneath their signatures below, to become effective as of the later of such two dates.

PM Environmental, Inc.
500 Russell Street, Suite 106
Starkville, MS 39759

Clay County Health Department Building
179 East Jordan Avenue
West Point, MS 39773

By: _____

By:  _____

Title: _____

Title: _____

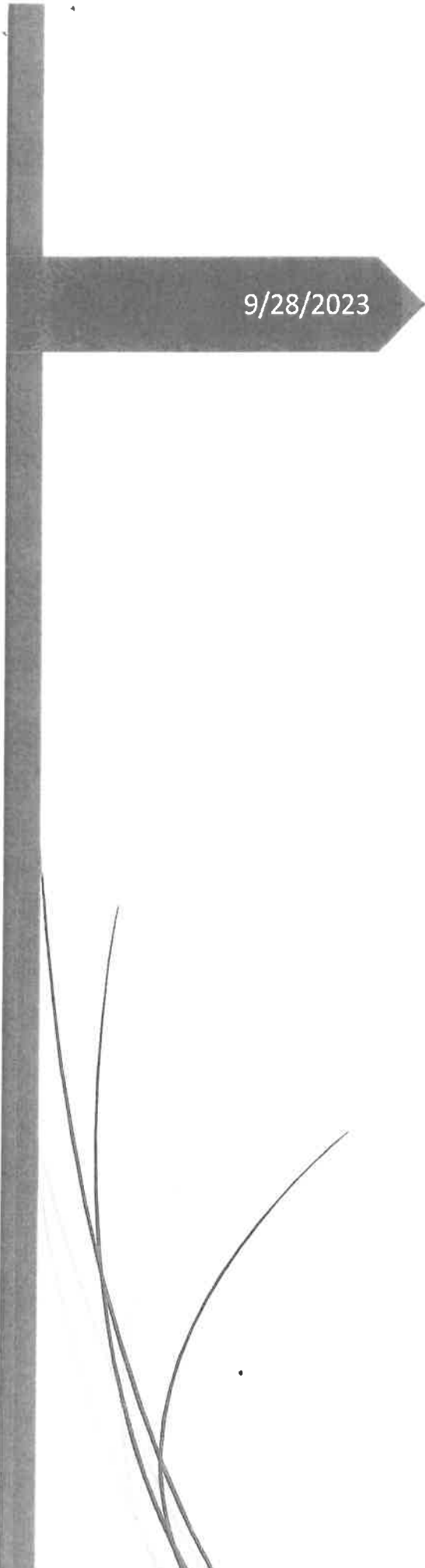
Date: _____

Date: _____

Please provide a contact number: _____

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EXHIBIT F



9/28/2023

Departmental Report to Board of Supervisors

For Payroll and Data Processing
Departments

Treva Hodge
PERSONNEL MANAGER / IT MANAGER

0480

Data Systems Management, Inc.

Alan Smith
President

September 5, 2023

Clay County Chancery Clerk
Amy Berry
Post Office Box 815
West Point, MS 39773

Dear Amy:

RE: Software Support Agreement

This letter is to inform you that we have not yet received your signed Software Support Agreement. Enclosed is another copy of the Monthly CDMS Software Support Agreement to also include the additional software/services that have been added/purchased since the first letter was mailed out on June 2, 2023. The applicable software for each office is listed on the Schedule A. This Agreement will go into effect on October 1, 2023, and will remain in effect until September 30, 2023. This Agreement should be signed and returned to DSM by September 30, 2023 or DSM fees will be charged as a Non-Support amount.

If you would like to place the items listed under support, please complete the Acceptance Section below and the Acknowledgment Section on the Agreement and mail or fax a completed copy of this letter and the Agreement to DSM. Please note that we have added the "total monthly charges", to include additional software/services, for budgeting purposes for your convenience to your Schedule A.

Customers under support will receive priority response and scheduling. Customers not under support will be provided assistance on a fee basis according to the attached Fee Schedule. If you have any questions, please feel free to call one of the DSM support team at (662) 329-1222.

Sincerely,

Alan Smith

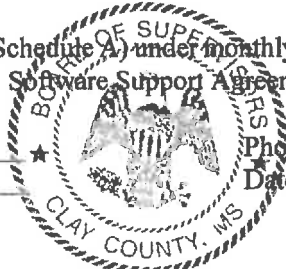
Alan Smith
President

AS:aw
enc

ACCEPTANCE SECTION

I would like to place the listed software (see Schedule A) under monthly support with Data Systems Management, Inc., for the price outlined in the Monthly CDMS Software Support Agreement.

Name: [Signature]
Purchase Order # (if needed): _____



Phone: (662) 494-3124
Date: 5/20/2023



P.O. Box 1348, Columbus, MS 39703 * (662) 329-1222
1505 Business Park Drive, Clinton, MS 39056* (601) 925-6257
Columbus Fax (662) 329-1468 * Jackson Fax (601) 925-22223



CDMS APPLICATION SOFTWARE SUPPORT AGREEMENT
FOR: Clay County

The following agreement pertains to the installed CDMS Software as identified by Clay County on the attached Schedule A. This agreement is effective October 1, 2023 – September 30, 2024. The payment is due at the first of each month. The following items and their related charges are covered by this agreement:

1. All programming to DSM installed software, as a result of Normal State Agency Mandated Changes, governed by law and with which the local government has to comply, will be completed at no charge. Installation will be charged at \$145.00 per hour plus, if required to be on-site, travel time and any out of pocket expenses.
2. Prescribed changes, recommended by the State, but not mandated, are not covered by the software support agreement and will be provided on a fee basis determined by DSM, Inc.
3. Software enhancements and/or upgrades that we offer to the existing software will be at no charge. Installation will be charged at \$145.00 per hour plus, if required to be on-site, travel time and any out of pocket expenses.
4. A discount on group training classes will be offered. Contact DSM for pricing.
5. Marketing consultation in the areas of purchasing hardware and non-CDMS software will be provided at no charge. Assistance with hardware problems will be provided on a fee basis as set forth in the attached Data System's Management, Inc. Fee Schedule Addendum "A".
6. On an "as needed" basis, DSM will perform disk maintenance and file storage "clean up" to maximize available space at no charge.
7. CDMS application software program integrity is the responsibility of DSM. Errors which are a result of a DSM application software program malfunction will be corrected in order for the software to operate as it was designed at no charge.
8. Data file integrity is the responsibility of the client. Errors which result in incorrect data will be corrected by the client; if corrected by DSM, the client will be billed per the attached fee schedule.
9. An off-site copy of client's software & client selected data files can be kept in our office (non-vault condition) as an option to you. Clients can provide a monthly backup to DSM if you so choose. Routine backup procedures must be monitored by the client in order to help maintain system integrity.
10. Requested services not covered under this agreement will be billed per the attached fee schedule.
11. Data Systems Management shall have the right from time to time during reasonable business hours to enter upon any premises where any of the Programs may be located, for the purpose of confirming the existence, condition, and the proper maintenance of the Programs. The foregoing rights of entry are subject to any applicable governmental security laws, regulations, and rules.

**CDMS APPLICATION SOFTWARE SUPPORT AGREEMENT
FOR: Clay County**

Continued

12. If client defaults on payment of this support agreement, DSM reserves the right to use the attached fee schedule of prices listed under "without support" to any services provided beyond the default date.
13. The client has the right to cancel at any time with the stipulation that any further services will be billed according to the attached fee schedule of prices listed under "without support".

ACKNOWLEDGMENT SECTION

I choose the following item:

_____ Software Support - P.O. # _____ or Minute Book / Date / Page _____

_____ No Software Support - I understand that without a software support agreement our agency will be billed according to the attached fee schedule for software services and that our current support, if any, will be terminated on October 1, 2023 .

Signed: _____

Date: _____

Title: _____

Schedule A

CLAY COUNTY
MONTHLY SUPPORT FEE
October 1, 2023 - September 30, 2024

CHANCERY OFFICE		\$ 1325.00
Financial Applications		
Accounts Payable	Purchase Orders	
General Ledger	Fixed Assets	
Payroll	PERS	
Land Redemption		
Land Redemption Settlement Checks		
GASB Financial		
Fee Journal		
Board Minute Application		
Graphical Payroll – RENTAL	\$ 100.00	
Time & Attendance	\$ 140.00	
Property Web Inquiry (LD)-Accepted 11/2021	\$ 150.00	
ProntoDMS Document Mgt. (Board Minutes) – RENTAL (ACCPETED 9/9/22)	\$150.00	
CIRCUIT OFFICE		\$ 25.00
Marriage License		
Judgement Roll	(NO SUPPORT)	
Voter Registration	(NO SUPPORT)	
TAX OFFICE		\$ 900.00
Mobile Homes		
Motor Vehicle		
Personal Property Appraisal		
Real Property Appraisal		
Tax Assessment / Collections		
Public Utilities		
Sales Ratio / Index Study		
Miscellaneous Receipts		
Cash Journal		
Privilege License		
Property Tax Web Inquiry (PPA & MH)	\$ 100.00	
JUSTICE COURT		\$425.00
Bonds / Bookkeeping / Civil / Criminal / E-Citation		
Justice Court Document Imaging		
TOTAL MONTHLY SUPPORT		\$ 2675.00
<u>Additional Monthly Cost:</u>		
<i>I-NET Publication</i>		<i>\$ 140.00</i>
<i>Mobile Text Punch W/Geo-Location – up to 25 users @ \$5.00/each</i>	<i>Billed as incurred</i>	
<i>ProntoBACKUP – iSeries (Accepted 2/28/22)</i>		<i>\$ 150.00</i>
<i>ProntoBACKUP – PLUS Appliance Backup (Accepted 2/28/22)</i>		<i>\$ 75.00</i>
<i>ProntoBACKUP – 1 PC (Accepted 2/28/22)</i>		<i>\$ 10.00</i>
TOTAL MONTHLY CHARGES		\$3050.00

DATA SYSTEMS MANAGEMENT, INC.
FEE SCHEDULE
October 1, 2023 - September 30, 2024

Addendum A

Prices with Signed Software Support Agreement

1.	Custom Programming	\$ 145.00 **
2.	Data Correction	\$ 145.00
3.	Hardware Assistance	\$ 145.00
4.	Training	\$ 145.00
5.	Travel Time	\$ 40.00

Prices without Signed Software Support Agreement

1.	Custom Programming	\$ 180.00 **
2.	Data Correction	\$ 180.00
3.	Hardware Assistance	\$ 180.00
4.	Training	\$ 180.00
5.	Travel Time	\$ 75.00
6.	Storage for Monthly Backup	\$ 20.00/month

** All programming services are a minimum of two hours.

Note: All travel will be charged an out of pocket expense fee for mileage of .59 per mile.

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TABLE OF CONTENT

- I. Payroll Totals by Department for Current Budget Year
- II. List of New Hires for August 2023
- III. Budget Overages by Department for Payroll
- IV. IT Project Status Report

Wages-Matching per Fund-Dept by Check Date Range
CLAY COUNTY
From Check Date: 08/01/2023 To Check Date: 08/31/2023
A - All Employer Matching Records Selected

Fund/Dept	Paid Amt	Matching	Total
001100 - BOARD OF SUPERVISORS	30233.87	11804.50	42038.37
001101 - CHANCERY CLERK	5634.87	3199.31	8834.18
001102 - CIRCUIT CLERK	8761.61	3819.46	12581.07
001105 - TAX ASSESSOR-COLLECTOR	15703.45	7111.43	22814.88
001122 - PURCHASING DEPARTMENT	1729.64	1136.57	2866.21
001123 - INVENTORY CLERK	2135.30	527.58	2662.88
001124 - RECEIVING DEPARTMENT	1050.56	255.92	1306.48
001151 - MAINTENANCE OF BLDGS.& GROUNDS	19122.72	5506.54	24629.26
001152 - DATA PROCESSING	945.08	233.62	1178.70
001154 - OTHER ADMINISTRATIVE DEPT	729.58	55.81	785.39
001160 - CHANCERY COURT	9735.00	2281.80	12016.80
001163 - YOUTH COURT	6631.70	3008.00	9639.70
001164 - 16TH CIR COURT DRUG COURT	7725.02	3132.19	10857.21
001165 - LUNACY COURT	2812.17	1195.15	4007.32
001166 - JUSTICE COURT	16671.68	6995.85	23667.53
001167 - CORONER/MEDICAL EXAMINER	4746.50	1557.68	6304.18
001169 - COUNTY ATTORNEY	3750.00	947.09	4697.09
001170 - PUBLIC DEFENDER	6492.70	2031.22	8523.92
001180 - ELECTION EXPENSE	14951.27	1826.64	16777.91
001200 - SHERIFF	97859.86	28104.05	125963.91
001210 - MTC TRANSPORT OFFICER	977.08	815.42	1792.50
001220 - JAIL	40248.08	17422.44	57670.52
001260 - CIVIL DEFENSE / EMA	1373.76	342.66	1716.42
001262 - CONSTABLES	4520.00	1615.36	6135.36
097230 - DISPATCHERS	21334.74	10505.12	31839.86
104131 - LAW LIBRARY	136.22	33.34	169.56
114250 - VOLUNTEER FIRE FUND	500.00	125.25	625.25
151301 - DISTRICT 1 ROAD	1460.96	357.38	1818.34
152302 - DISTRICT 2 ROAD	3106.48	773.26	3879.74
153303 - DISTRICT 3 ROAD	4531.37	1127.39	5658.76
154304 - DISTRICT 4 ROAD	2087.04	333.98	2421.02
155305 - DISTRICT 5 ROAD	3772.66	693.81	4466.47
161301 - DISTRICT 1 BRIDGE	2060.55	1517.43	3577.98
162302 - DISTRICT 2 BRIDGE	3872.80	2483.10	6355.90
163303 - DISTRICT 3 BRIDGE	5475.36	2436.02	7911.38
164304 - DISTRICT 4 BRIDGE	3417.28	1394.05	4811.33
165305 - DISTRICT 5 BRIDGE	5501.76	1767.45	7269.21
400340 - SANITATION	14213.77	3752.58	17966.35
	376012.49	132226.45	508238.94

Date: 9/26/2023
Time: 4:56:18 PM

Hire Report
CLAY COUNTY
Hires between: 08/01/2023 - 08/31/2023
All Employee Statuses
All Departments

Page 1 of 1
prhirtermv

Employee Name	Address	City	State	Zip Code	Gender	Hire Date
DS 650 - CALVERT, MARVIN <i>PT → FT</i>	17520 HWY 50	CEDAR BLUFF	MS	39743	M	08/15/2023
CCSO 9934 - TAGGART, JAMES <i>PT → FT</i>	487 BUS BLANKENSHIP RD	WEST POINT	MS	39773	M	08/18/2023
CCSO 9938 - DEFELICE, TREY	1265 PALESTINE RD	CEDARBLUFF	MS	39741	M	08/28/2023

Record Count is 3

CLAY COUNTY
Budget Overages by Department for Payroll
Oct 2022 - August 2023
(WAGES ONLY - Line Items for Matching Not Included)

Department	FND	DPT	OBJ	Description	Budget	YTD	PERCENTAGE	Amount Over-Budget
Sheriff's Department - Jail	001	220	436	JAILORS OVERTIME	\$20,000.00	\$69,881.67	349.41 %	\$51,541.67
Sheriff's Department	001	200	409	DEPUTIES OVERTIME	\$12,000.00	\$40,783.17	339.86 %	\$29,779.17
Sheriff's Department	001	200	410	OFFICE CLERICAL OVERTIME	\$8,000.00	\$18,285.37	228.57 %	\$10,949.37
Lunacy Court	001	165	413	LUNACY JUDGE	\$5,000.00	\$11,016.07	220.32 %	\$6,431.07
Circuit Court	001	161	402	DEPUTIES	\$1,330.00	\$2,614.91	196.61 %	\$1,395.30
Constables	001	262	436	CONSTABLES SALARY	\$5,000.00	\$9,402.50	188.05 %	\$4,817.50
Sheriff's Department	001	200	430	MECHANIC SALARY	\$28,408.00	\$47,152.77	165.98 %	\$21,102.63
911	097	230	436	DISPATCHER O/T	\$22,000.00	\$35,659.92	162.09 %	\$15,485.92
Youth Court	001	163	413	JUDGE/REFEREE	\$10,001.00	\$15,934.42	159.33 %	\$6,763.50
Purchasing	001	122	402	ASST PURCHASE CLERK SALAR	\$3,708.00	\$4,726.50	127.47 %	\$1,326.26
District 4 Bridge	164	304	421	ROAD LABORERS- HOURLY	\$20,021.00	\$24,588.60	122.81 %	\$6,229.34
Board of Supervisors	001	100	407	OFFICE CLERICAL	\$29,865.00	\$36,136.13	121.00 %	\$8,749.93
Sanitation	400	340	437	SANITATION SALARY	\$112,074.00	\$133,547.63	119.16 %	\$30,775.77
Sheriff's Department - Jail	001	220	434	KITCHEN MANAGER	\$34,420.00	\$39,328.40	114.26 %	\$7,765.26
District 3 Bridge	163	303	421	ROAD LABORERS- HOURLY	\$53,466.00	\$60,108.62	112.42 %	\$11,080.30
911	097	230	431	DISPATCHERS	\$162,522.00	\$173,824.06	106.95 %	\$24,791.39
Maintenance	001	151	430	MAINTENANCE SALARY	\$111,297.00	\$118,134.31	106.14 %	\$16,074.96 *
District 4 Road	154	304	421	ROAD LABORERS- HOURLY	\$20,000.00	\$21,097.00	105.49 %	\$2,757.00
Maintenance	001	151	440	MAINTENANCE OVERTIME	\$2,500.00	\$2,511.16	100.45 %	\$218.66 *
Maintenance	001	151	436	PART-TIME HELP	\$15,555.00	\$15,619.09	100.41 %	\$1,355.16
Sheriff's Department	001	200	402	DEPUTIES	\$547,151.00	\$539,688.23	98.64 %	\$37,950.76
Tax Assessor/Collector	001	105	400	TAX ASSESSOR SALARY	\$67,700.00	\$66,183.26	97.76 %	\$4,102.36
Sheriff's Department	001	200	404	OFFICE/CLERICAL	\$152,860.00	\$147,783.81	96.68 %	\$7,611.19
County Attorney	001	169	405	ATTORNEYS	\$43,693.00	\$42,097.00	96.35 %	\$2,030.52
District 3 Road	153	303	421	ROAD LABORERS- HOURLY	\$53,472.00	\$51,228.82	95.80 %	\$2,195.00
District 5 Bridge	165	305	421	ROAD LABORERS- HOURLY	\$54,820.00	\$52,082.29	95.01 %	\$1,812.35
Coroner	001	167	436	CORONER'S FEE	\$15,000.00	\$14,162.50	94.42 %	\$407.50
Coroner	001	167	437	DEP CORONER'S FEE	\$3,600.00	\$3,399.00	94.42 %	\$97.80
Sheriff's Department - Jail	001	220	430	JAIL RECORDS CLERK	\$34,900.00	\$32,917.85	94.32 %	\$914.55
Youth Court	001	163	402	DEPUTY/BAILIFF	\$1,625.00	\$1,527.21	93.98 %	\$37.09
Tax Assessor/Collector	001	105	402	DEPUTIES	\$100,104.00	\$93,982.61	93.88 %	\$2,187.24
Purchasing	001	122	401	PURCHASE CLERK SALARY	\$13,448.00	\$12,560.51	93.40 %	\$228.69
Sheriff's Department - Jail	001	220	432	JAILORS SALARIES	\$268,632.00	\$250,616.80	93.29 %	\$4,281.26
District 2 Bridge	162	302	421	ROAD LABORERS- HOURLY	\$34,776.00	\$32,440.88	93.29 %	\$551.29
Circuit Clerk	001	102	402	DEPUTIES	\$59,120.00	\$54,404.68	92.02 %	\$191.64
District 1 Bridge	161	301	421	ROAD LABORERS-HOURLY	\$28,255.00	\$26,000.32	92.02 %	\$90.48
Chancery Clerk	001	101	402	DEPUTIES	\$0.00	\$2,360.16	NO BUDGET	\$2,360.16
16th Circuit Drug Court	001	164	404	CLERICAL	\$0.00	\$23,333.44	NO BUDGET	\$23,333.44
EMA	001	260	403	ADMIN ASSISTANT	\$0.00	\$2,243.40	NO BUDGET	\$2,243.40
Youth Court	001	163	415	INTAKE OFFICER AOC GRANT	\$0.00	\$1,231.00	NO BUDGET	\$1,231.00

**Total does not include matching employer taxes & retirement amounts.

\$353,247.88

IT PROJECT STATUS REPORT (for Courthouse and Court Complex)

CONTINUOUS PROJECTS:

- Maintain backups
- Provide technical support, installations, and training to employees on software, computer, printer, scanner, copier, courthouse phones, cell phones, and email issues
- Research and acquire quotes for equipment and other IT needs
- Provide query support for various projects in different offices
- Provide updates to County website
- Provide updates for Court Complex signage

CURRENT / FUTURE PROJECTS:

- Computer Training for employees

DATA PROCESSING BUDGET as of August, 2023:

Personal Services	91.4%
Contractual Services	99.0%
Consumable Supplies	117.4%
Debt Services	0.0%
Capital Outlay	0.0%
OVERALL	94.6%

EXHIBIT G

EXHIBIT H

0493

The MS Office of Homeland Security will be releasing today (9/7/2023), the FY22 State and Local Cybersecurity Grant Program (SLCGP)-Consent and Memorandum of Understanding documents. We will be sending this out to known parties and potential interested parties that may benefit from this program. The documents are attached to this fax for your reference and dissemination. The deadline to have these forms back to the MOHS Grants Department is **November 30, 2023**. This is firm deadline.

If your county is interested, fill out the survey, MOU, and return to: mohsgrants@dps.ms.gov. It is strongly recommended to have these documents on file, than not and miss out on this opportunity. If you have any questions, please contact me or Bobby Freeman at 601.933.7200 or bfreeman@dps.ms.gov.

Beth Loflin
Grants/Finance Director
Mississippi Office of Homeland Security
www.homelandsecurity.ms.gov
601-987-1232 (Direct Line)



**Mississippi Office of Homeland Security
State and Local Cybersecurity Grant Program
Interest Survey and Memorandum of
Understanding**



As part of the State and Local Cybersecurity Grant Program (SLCGP), the Mississippi Office of Homeland Security (MOHS) is conducting a survey to determine the interests and needs of the eligible populations toward cybersecurity. Attached is an Interest Survey to participate in the program, as well Memorandum of Understanding (MOU) that will allow for the State and the MOHS to retain grant funds for the FY22 SLCGP. Funds retained from the award will provide a statewide needs and readiness assessment to determine gaps, vulnerabilities, and capabilities of local jurisdictions, with an emphasis in rural jurisdictions.

According to the Federal Emergency Management, local jurisdictions are defined as county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; and a rural community, unincorporated town or village, or other public entity.

Interest Survey: The survey is designed to collect information from local government entities who are eligible to participate in the State and Local Cybersecurity Grant Program (SLCGP). This participation survey may include receiving state provided services, programming, and funding with the future year(s) of the SLCGP funding opportunities.

The survey is an assessment, designed to ascertain a local entity's interest and potential need for cybersecurity services outlined through the grant period of performance ending August 31, 2026. Information regarding the grant's requirements can be found on the Mississippi Office of Homeland Security Cybersecurity webpage at: <https://www.homelandsecurity.ms.gov/grants/homeland-security-state-and-local-cybersecurity-grant-program-slcgp>

A local government entity's participation in this survey signals an interest and an intention to participate in the SLCGP. Participation in the survey and needs assessment will be used to understand and prioritize the use of awarded funds, but survey participation does not guarantee funding will be available to meet the needs for all submissions.

Memorandum of Understanding: The attached MOU is a document signed by the local jurisdiction to support the MOU in the retention of grant award funds for the purpose of providing the state, local, and rural jurisdictions with a readiness assessment for the evaluation of gaps, vulnerabilities, and capabilities. Data provided from the assessments will provide a path forward toward securing local jurisdictions into more secure cybersecurity postures.

Please return both the Interest Survey and the MOU to the following email address, to be part of this program. If you have any questions regarding the survey, please contact mohsgrants@dps.ms.gov



Mississippi Statewide Cybersecurity Strategic Plan



State of Mississippi
Fiscal Year 2022 State and Local Cybersecurity Grant Program
Interest Survey Form

I, Lynn Horton (Printed Name), the duly appointed authorized agency on behalf of the Clay County Board of Supervisors (Local Governmental Entity"), located at 305 Court Street West Point MS, 39773 (address) hereby expressly consent to the State of Mississippi's State Administrative Agency (SAA), namely the Mississippi Office of Homeland Security (MOHS), undertaking the following acts in accordance with the State and Local Cybersecurity Grant Program (SLCGP) for Fiscal Year (FY) 2022, Funding Opportunity DHS-22-137-000-01, as authorized by Section 2220A of the Homeland Security Act of 2022, as amended (Pub. L. No. 107-296) (6 U.S.C. §665g):

1. Retain **\$654,731.00** in SLCGP for FY2022 at the State Level, as Management and Administration Costs, as well as SLCGP Operations Costs. Funds are in alignment and compliance with Federal allowances.
2. Utilize **\$2,618,920.00** in SLCGP funds for FY2022 as follows:
 - a. 96.18% for Asset Management Systems and Cybersecurity Readiness Assessments for local and rural entities. Assessment will provide an overall assessment of Mississippi cybersecurity structure, gaps, vulnerabilities, and capabilities.
 - b. 3.81% for cybersecurity training for local and rural entities, to include training sessions, cybersecurity exercises and training software programs.

This consent is given to be in the best interest of the Local Government Entity and is provided without duress or fear of reprisal. This consent is only effective for FY2022 SLCGP federal funds.

Signed, on 28th (day), September (month) 2023 (year), in

Clay County, Mississippi.



[Signature]
(Signature)

Lynn Horton
(Printed Name)

President
(Title)



Mississippi Statewide Cybersecurity Strategic Plan



State of Mississippi
Fiscal Year 2022 State and Local Cybersecurity Grant Program
Interest Survey Form

Clay County MS ("Local Governmental Entity"), located
at 365 Court Street (address)

IS interested in participating in the State and Local Cybersecurity Grant Program

IS NOT interested in participating in the State and Local Cybersecurity Grant Program

Grant Program (SLCGP) for Fiscal Year (FY) 2022, Funding Opportunity Number DHS-22-137-000-01, as authorized by Section 2220A of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. § 665g).

Organization Type: Local Government

Point of Contact: Treva Hodge, I.T. Coordinator

Contact Number: (662) 494-3124

Contact E-mail: _____

Is your organization interested in services/solutions procured, managed, and deployed by the state providing support to local government: _____ YES _____ NO

Signed, on _____ (day), _____ (month) _____ (year), in _____ County, Mississippi.

(Signature)

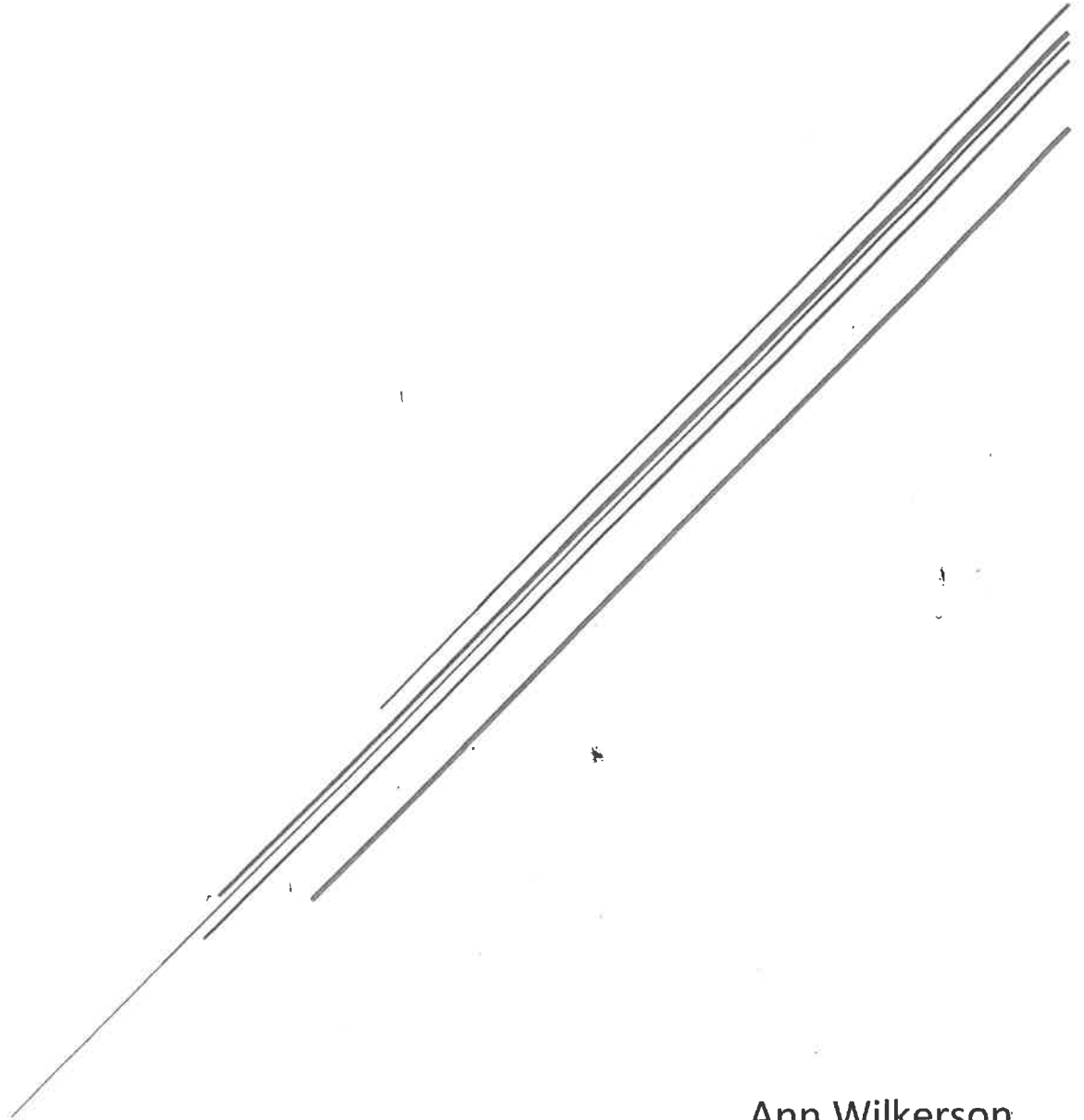
(Printed Name)

(Title)

EXHIBIT I

DEPARTMENTAL REPORT

Purchasing Department



Ann Wilkerson
September 28, 2023

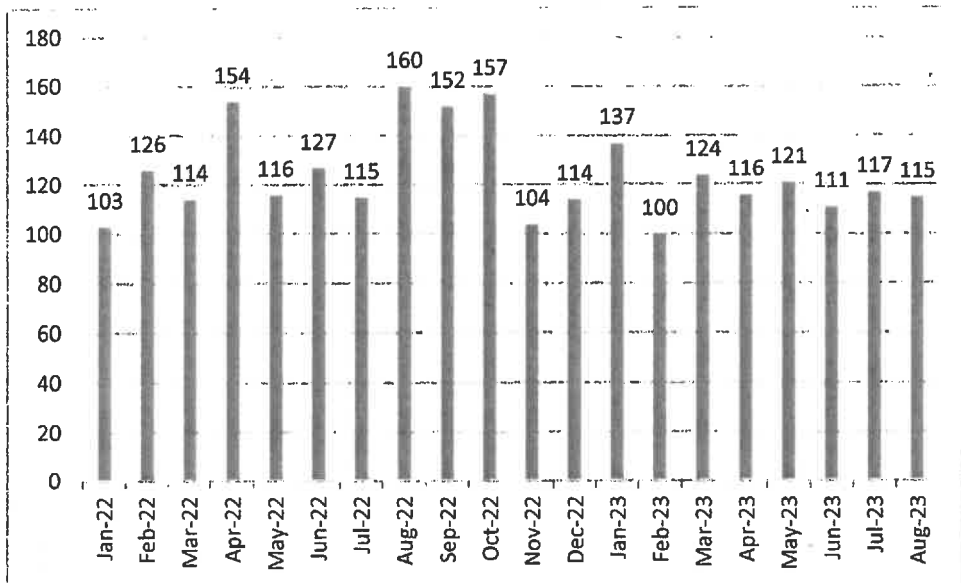
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- I. Purchase Order Amount Totals by Department for 2023
- II. Purchase Order Count By Month
- III. Purchase Order Docket for September, 2023

PURCHASE ORDER AMOUNT TOTALS BY DEPARTMENT FOR 2023

DEPARTMENT	January	February	March	April	May	June	June2	July	Totals
Board	\$746.73	\$19,858.76	\$400.00	\$1,395.36	\$43.16	\$2,485.52	\$644.19	\$936.98	\$25,573.72
Chancery	\$920.87	\$1,098.43	\$812.63	\$20,031.18	\$1,139.36	\$1,423.40	\$1,625.78	\$1,056.67	\$27,051.65
Chancery Court	\$0.00	\$0.00	\$0.00	\$0.00	\$6,615.00	\$0.00	\$0.00	\$0.00	\$6,615.00
Circuit	\$0.00	\$319.00	\$2,102.70	\$630.00	\$1,009.61	\$193.07	\$5,291.20	\$329.52	\$9,545.58
Circuit Court	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,324.50	\$0.00	\$0.00	\$1,324.50
Constables	\$0.00	\$0.00	\$0.00	\$39.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,039.00
Drug Court	\$1,032.52	\$1,334.73	\$0.00	\$3,070.00	\$292.94	\$0.00	\$2,320.00	\$2,420.00	\$8,050.19
Data Processing	\$2,500.00	\$0.00	\$0.00	\$775.00	\$0.00	\$36.22	\$1,542.36	\$0.00	\$4,853.58
DHS	\$0.00	\$637.87	\$698.22	\$832.01	\$914.25	\$1,148.12	\$609.78	\$2,803.81	\$4,840.25
District 1	\$205,487.45	\$110,021.70	\$104,684.00	\$114,940.95	\$102,792.29	\$108,496.60	\$108,480.00	\$118,011.32	\$854,902.99
District 2	\$1,545,109.50	\$111,563.85	\$163,490.00	\$123,954.00	\$143,179.00	\$125,113.00	\$105,000.00	\$112,395.00	\$2,317,409.35
District 3	\$212,185.95	\$122,950.00	\$108,364.00	\$118,630.00	\$584,190.74	\$123,843.35	\$276,572.05	\$119,275.80	\$1,546,736.09
District 4	\$180,000.00	\$95,354.00	\$99,622.10	\$113,774.00	\$132,279.00	\$112,303.70	\$130,091.45	\$140,400.00	\$863,424.25
District 5	\$183,454.96	\$111,470.51	\$228,800.00	\$107,675.00	\$103,790.00	\$128,112.30	\$225,500.00	\$125,944.60	\$1,088,802.77
Election Comm. Extension Service	\$0.00	\$1,168.37	\$821.25	\$0.00	\$0.00	\$0.00	\$1,306.03	\$150.00	\$3,295.65
Justice Court	\$1,038.25	\$2,140.00	\$121.37	\$0.00	\$199.00	\$292.40	\$1,256.65	\$86.88	\$5,047.67
Jail	\$8,282.00	\$22,449.00	\$2,658.00	\$13,736.44	\$14,886.75	\$17,454.00	\$18,518.00	\$12,919.00	\$97,984.19
Inmate Canteen	\$0.00	\$600.00	\$27,147.35	\$2,175.00	\$0.00	\$3,260.00	\$0.00	\$38,495.00	\$33,182.35
Library	\$0.00	\$0.00	\$303.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,293.00	\$303.00
Maintenance Medical Examiner	\$10,537.63	\$7,370.40	\$7,433.53	\$9,954.10	\$9,098.01	\$15,894.69	\$13,491.94	\$57,302.14	\$73,780.30
Purchasing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$85.98	\$0.00	\$115.99	\$85.98
Sanitation	\$25.00	\$0.00	\$2,595.50	\$5,410.00	\$4,500.00	\$1,300.00	\$0.00	\$0.00	\$13,830.50
Sheriff's Office	\$11,441.40	\$8,676.71	\$9,340.34	\$8,175.00	\$10,147.60	\$7,937.92	\$6,037.00	\$12,155.00	\$61,755.97
Tax Office	\$2,707.88	\$547.23	\$1,424.13	\$175.99	\$864.50	\$400.26	\$3,151.44	\$1,570.59	\$9,271.43
Veteran Service	\$79.17	\$0.00	\$0.00	\$534.48	\$0.00	\$387.27	\$38.33	\$0.00	\$1,039.25
Youth Court	\$387.81	\$288.92	\$480.53	\$0.00	\$0.00	\$0.00	\$630.00	\$1,581.93	\$1,787.26
911	\$69.78	\$0.00	\$1,189.40	\$89.96	\$2,064.45	\$150.00	\$194.54	\$0.00	\$3,758.13
TOTALS	\$2,366,006.90	\$623,608.44	\$762,563.05	\$645,997.47	\$1,118,005.66	\$652,642.30	\$903,185.74	\$749,243.23	\$7,072,009.56

PURCHASE ORDER COUNT BY MONTH



9/08/2023
13:37:23

CLAY COUNTY PURCHASING
PURCHASE ORDER DOCKET
FOR THE PERIOD AUGUST 01, 2023 TO AUGUST 31, 2023

P.O. NUMBER	DATE ORDERED	VENDOR NUMBER	VENDOR NAME	REQ. NUMBER	FND-DPT-OBJ NUMBER	ITEM DESCRIPTION	AMOUNT	DISPOSITION
50696	8/01/2023	5336	LOWE'S HOME CENTER, INC	35146	001-	(3) 6 FOOT TABLES	300.00	8/31/2023 CLP
50696	8/01/2023	5336	LOWE'S HOME CENTER, INC	35146	001-	CARADINE VOTING		8/31/2023 CLP
						* P.O. TOTAL *	300.00	
50697	8/01/2023	9540	WOOD FRUITTICHER GROCER	35032	001-	GROUND BEEF	232.00	8/09/2023 CLP
50697	8/01/2023	9540	WOOD FRUITTICHER GROCER	35032	001-	SPICY CHICKEN PATTIES	532.00	8/09/2023 CLP
50697	8/01/2023	9540	WOOD FRUITTICHER GROCER	35032	001-	DICED BEEF	448.00	8/09/2023 CLP
50697	8/01/2023	9540	WOOD FRUITTICHER GROCER	35032	001-	FORK CHOPS	528.00	8/09/2023 CLP
50697	8/01/2023	9540	WOOD FRUITTICHER GROCER	35032	001-	BISCUITS	720.00	8/09/2023 CLP
50697	8/01/2023	9540	WOOD FRUITTICHER GROCER	35032	001-	CORN DOGS	816.00	8/09/2023 CLP
50697	8/01/2023	9540	WOOD FRUITTICHER GROCER	35032	001-	TURNIP GREENS	180.00	8/09/2023 CLP
50697	8/01/2023	9540	WOOD FRUITTICHER GROCER	35032	001-	SWEET PEAS	196.00	8/09/2023 CLP
50697	8/01/2023	9540	WOOD FRUITTICHER GROCER	35032	001-	CUP SYRUP	260.00	8/09/2023 CLP
50697	8/01/2023	9540	WOOD FRUITTICHER GROCER	35032	001-	GRITS	195.00	8/09/2023 CLP
50697	8/01/2023	9540	WOOD FRUITTICHER GROCER	35032	001-	KETCHUP PACKS	170.00	8/09/2023 CLP
50697	8/01/2023	9540	WOOD FRUITTICHER GROCER	35032	001-	SMOKED SAUSAGE	900.00	8/09/2023 CLP
50697	8/01/2023	9540	WOOD FRUITTICHER GROCER	35032	001-	COLESLAW	90.00	8/09/2023 CLP
50697	8/01/2023	9540	WOOD FRUITTICHER GROCER	35032	001-	MAYO	48.00	8/09/2023 CLP
50697	8/01/2023	9540	WOOD FRUITTICHER GROCER	35032	001-	BAKED BEANS	368.00	8/09/2023 CLP
						* P.O. TOTAL *	5683.00	
50698	8/01/2023	1798	DELUXE BUSINESS CHECKS	34046	001-	INTRO CHECKS FOR	189.07	9/01/2023 CLP
50698	8/01/2023	1798	DELUXE BUSINESS CHECKS	34046	001-	ECONOMIC DEVELOPEMENT		9/01/2023 CLP
50698	8/01/2023	1798	DELUXE BUSINESS CHECKS	34046	001-	DISTRICT		9/01/2023 CLP
						* P.O. TOTAL *	189.07	
50699	8/01/2023	1280	CAPITAL ONE	35033	001-	FACIAL TISSUE	14.00	9/01/2023 CLP
50699	8/01/2023	1280	CAPITAL ONE	35033	001-	DENTURE SANITIZER	10.00	9/01/2023 CLP
50699	8/01/2023	1280	CAPITAL ONE	35033	001-	POLYGRIP	15.00	9/01/2023 CLP
						* P.O. TOTAL *	39.00	
50700	8/01/2023	8223	SUNFLOWER STORE	35034	001-	100 LOAVES OF BREAD	160.00	9/01/2023 CLP
						* P.O. TOTAL *	160.00	
50701	8/01/2023	8223	SUNFLOWER STORE	35035	001-	100 LOAVES OF BREAD	160.00	9/06/2023 CLP
						* P.O. TOTAL *	160.00	
50702	8/02/2023	7315	RACKLEY OIL COMPANY, IN	35147	155-	2000 GALLONS OF HWY DIE	6580.00	8/31/2023 CLP
50702	8/02/2023	7315	RACKLEY OIL COMPANY, IN	35147	155-	700 GALLONS OF REG UNLE	2324.00	8/31/2023 CLP
						* P.O. TOTAL *	8904.00	
50703	8/02/2023	4645	JIM'S AUTO PARTS, WEST	35037	001-	SEAFOAM	30.00	8/07/2023 CLP
50703	8/02/2023	4645	JIM'S AUTO PARTS, WEST	35037	001-	CAR WASH	50.00	8/07/2023 CLP

P.O. NUMBER	DATE ORDERED	VENDOR NUMBER	VENDOR NAME	REQ. NUMBER	FND-DPT-OBJ NUMBER	ITEM DESCRIPTION	AMOUNT	DISPOSITION
50703	8/02/2023	4645	JIM'S AUTO PARTS, WEST	35037	001-	FREON	78.00	8/07/2023 CLP
50703	8/02/2023	4645	JIM'S AUTO PARTS, WEST	35037	001-	BOX OF TOWELS	20.00	8/07/2023 CLP
50703	8/02/2023	4645	JIM'S AUTO PARTS, WEST	35037	001-	DEEP CREEP	10.00	8/07/2023 CLP
						* P.O. TOTAL *	188.00	
50704	8/02/2023	7297	QUILL CORPORATION	35036	001-	AAA BATTERIES	50.00	9/01/2023 CLP
50704	8/02/2023	7297	QUILL CORPORATION	35036	001-	9V BATTERIES	25.00	9/01/2023 CLP
50704	8/02/2023	7297	QUILL CORPORATION	35036	001-	C BATTERIES	30.00	9/01/2023 CLP
50704	8/02/2023	7297	QUILL CORPORATION	35036	001-	COFFEE MATE	40.00	9/01/2023 CLP
50704	8/02/2023	7297	QUILL CORPORATION	35036	001-	SAN DISK	25.00	9/01/2023 CLP
50704	8/02/2023	7297	QUILL CORPORATION	35036	001-	TRU RED PAPER	216.00	9/01/2023 CLP
						* P.O. TOTAL *	386.00	
50706	8/02/2023	7297	QUILL CORPORATION	35038	001-	2 LEXAR 256 MICRO MEMOR	144.00	9/01/2023 CLP
50706	8/02/2023	7297	QUILL CORPORATION	35038	001-	CARDS		9/01/2023 CLP
50706	8/02/2023	7297	QUILL CORPORATION	35038	001-	REPRINTED -ENTERED WRON		9/01/2023 CLP
50706	8/02/2023	7297	QUILL CORPORATION	35038	001-	PRICE		9/01/2023 CLP
						* P.O. TOTAL *	144.00	
50707	8/02/2023	1280	CAPITAL ONE	35039	001-	HP OFFICE JET 8022	300.00	9/01/2023 CLP
						* P.O. TOTAL *	300.00	
50705	8/03/2023	5141	LANN CHEMICAL	34045	072-	CLARIO FOAM CLEANER	420.00	8/03/2023 OPP
50705	8/03/2023	5141	LANN CHEMICAL	34045	072-	WHITE ROLL TOWEL	273.00	8/03/2023 OPP
50705	8/03/2023	5141	LANN CHEMICAL	34045	072-	REPRINT BILL TO ERROR		8/03/2023 OPP
						* P.O. TOTAL *	693.00	
50708	8/03/2023	1280	CAPITAL ONE	34077	001-	14 PACKS OF PEND	210.00	9/01/2023 CLP
						* P.O. TOTAL *	210.00	
50709	8/03/2023	7297	QUILL CORPORATION	33910	001-	MULTIPURPOSE PAPER 20LB	142.99	8/31/2023 CLP
50709	8/03/2023	7297	QUILL CORPORATION	33910	001-	11 BLUE 500 SHEETS ITEM		8/31/2023 CLP
50709	8/03/2023	7297	QUILL CORPORATION	33910	001-	901-720559CT		8/31/2023 CLP
50709	8/03/2023	7297	QUILL CORPORATION	33910	001-	SHARIE TANK HIGHLIGHTE	25.18	8/31/2023 CLP
50709	8/03/2023	7297	QUILL CORPORATION	33910	001-	CHISEL TIP ASSORTED DOZ		8/31/2023 CLP
50709	8/03/2023	7297	QUILL CORPORATION	33910	001-	#901-25053		8/31/2023 CLP
50709	8/03/2023	7297	QUILL CORPORATION	33910	001-	LYSON DISINFECTING WIPE	95.96	8/31/2023 CLP
50709	8/03/2023	7297	QUILL CORPORATION	33910	001-	80 WIPES/6 PACKS		8/31/2023 CLP
50709	8/03/2023	7297	QUILL CORPORATION	33910	001-	SWINGLINE CLASSICCUT LI	45.99	8/31/2023 CLP
50709	8/03/2023	7297	QUILL CORPORATION	33910	001-	GUILLOTINE TRIMMER 12''		8/31/2023 CLP
50709	8/03/2023	7297	QUILL CORPORATION	33910	001-	LENGTH 10 SHEET CAPACIT		8/31/2023 CLP
						* P.O. TOTAL *	310.12	
50710	8/04/2023	6913	PARKER MCGILL CDDR	33639	001-	PARTS AND LABOR TO REPL	650.00	9/01/2023 CLP
50710	8/04/2023	6913	PARKER MCGILL CDDR	33639	001-	AND PROGRAM 2 KEY FOBS		9/01/2023 CLP

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CLAY COUNTY PURCHASING
PURCHASE ORDER DOCKET
FOR THE PERIOD AUGUST 01, 2023 TO AUGUST 31, 2023

P.O. NUMBER	DATE ORDERED	VENDOR NUMBER	VENDOR NAME	REQ. NUMBER	FND-DPT-OBJ NUMBER	ITEM NUMBER	DESCRIPTION	AMOUNT	DISPOSITION
50710	8/04/2023	6913	PARKER MCGILL CDJR	33639	001-	-	FOR SD1498		9/01/2023 CLP
50710	8/04/2023	6913	PARKER MCGILL CDJR	33639	001-	-	ESTIMATE		9/01/2023 CLP
50710	8/04/2023	6913	PARKER MCGILL CDJR	33639	001-	-	ADDED VEHICLE ID-REASON REPRINT		9/01/2023 CLP
50710	8/04/2023	6913	PARKER MCGILL CDJR	33639	001-	-	* P.O. TOTAL *	650.00	
50711	8/04/2023	1280	CAPITAL ONE	34078	001-	-	NUMBER DIVIDERS	280.00	8/04/2023 VOD
50711	8/04/2023	1280	CAPITAL ONE	34078	001-	-	* P.O. TOTAL *	280.00	
50712	8/07/2023	5141	LANN CHEMICAL	33637	001-	-	WHITE TOWELS 6 CASES	360.00	8/07/2023 OPP
50712	8/07/2023	5141	LANN CHEMICAL	33637	001-	-	AIR FRESHNER	360.00	8/07/2023 OPP
50712	8/07/2023	5141	LANN CHEMICAL	33637	001-	-	LEMON PINE-SOL	450.00	8/07/2023 OPP
50712	8/07/2023	5141	LANN CHEMICAL	33637	001-	-	BATH TISSUE 5 CASES	300.00	8/07/2023 OPP
50712	8/07/2023	5141	LANN CHEMICAL	33637	001-	-	BLACK GARBAGE BAGS 5 CA	225.00	8/07/2023 OPP
50712	8/07/2023	5141	LANN CHEMICAL	33637	001-	-	WHITE GARBAGE BAGS 5 CA	250.00	8/07/2023 OPP
50712	8/07/2023	5141	LANN CHEMICAL	33637	001-	-	BLEACH 5 CASES	125.00	8/07/2023 OPP
50712	8/07/2023	5141	LANN CHEMICAL	33637	001-	-	* P.O. TOTAL *	2070.00	
50713	8/08/2023	7529	ROGERS GROUP, INC	35149	155-	-	3 LOADS OF # 610	2655.00	8/08/2023 OPP
50713	8/08/2023	7529	ROGERS GROUP, INC	35149	155-	-	* P.O. TOTAL *	2655.00	
50714	8/08/2023	7297	QUILL CORPORATION	35151	001-	-	4 BAGS OF 30 GALLON TRA BAGS	163.96	9/01/2023 CLP
50714	8/08/2023	7297	QUILL CORPORATION	35151	001-	-	* P.O. TOTAL *	163.96	9/01/2023 CLP
50715	8/08/2023	7996	RELADYNE	35152	152-	-	1000 GALLONS OF DIESEL	3350.00	8/08/2023 OPP
50715	8/08/2023	7996	RELADYNE	35152	152-	-	700 GALLONS UNLEADED	2275.00	8/08/2023 OPP
50715	8/08/2023	7996	RELADYNE	35152	152-	-	DELIVER TO		8/08/2023 OPP
50715	8/08/2023	7996	RELADYNE	35152	152-	-	4339 OLD TIBBEE ROAD		8/08/2023 OPP
50715	8/08/2023	7996	RELADYNE	35152	152-	-	* P.O. TOTAL *	5625.00	
50716	8/09/2023	6913	PARKER MCGILL CDJR	33640	001-	-	LABOR AND PARTS TO REPL	1200.00	9/01/2023 CLP
50716	8/09/2023	6913	PARKER MCGILL CDJR	33640	001-	-	ALTERNATOR AND DRIVE BE		9/01/2023 CLP
50716	8/09/2023	6913	PARKER MCGILL CDJR	33640	001-	-	SD 1629		9/01/2023 CLP
50716	8/09/2023	6913	PARKER MCGILL CDJR	33640	001-	-	ESTIMATE		9/01/2023 CLP
50716	8/09/2023	6913	PARKER MCGILL CDJR	33640	001-	-	* P.O. TOTAL *	1200.00	
50718	8/09/2023	7996	RELADYNE	35148	151-	-	1000 (GALS) OF HWY DIES	3350.00	9/01/2023 CLP
50718	8/09/2023	7996	RELADYNE	35148	151-	-	FOR DISTRICT ONE (D1)		9/01/2023 CLP
50718	8/09/2023	7996	RELADYNE	35148	151-	-	REASON FOR CORRECTION		9/01/2023 CLP
50718	8/09/2023	7996	RELADYNE	35148	151-	-	CORRECTED THE VENDOR RE		9/01/2023 CLP
50718	8/09/2023	7996	RELADYNE	35148	151-	-	A BETTER QUOTE OFFER FR		9/01/2023 CLP
50718	8/09/2023	7996	RELADYNE	35148	151-	-	RELADYNE		9/01/2023 CLP
50718	8/09/2023	7996	RELADYNE	35148	151-	-	* P.O. TOTAL *	3350.00	

0505

CLAY COUNTY PURCHASING
PURCHASE ORDER DOCKET
FOR THE PERIOD AUGUST 01, 2023 TO AUGUST 31, 2023

P.O. NUMBER	DATE ORDERED	VENDOR NUMBER	VENDOR NAME	REQ. NUMBER	FND-DPT-OBJ NUMBER	ITEM DESCRIPTION	AMOUNT	DISPOSITION
50719	8/09/2023 8855		UNIVERSITY SCREENPRINT	35040 001-	-	LG BLACK	45.00	8/09/2023 OPP
50719	8/09/2023 8855		UNIVERSITY SCREENPRINT	35040 001-	-	LG CHARCOAL	90.00	8/09/2023 OPP
50719	8/09/2023 8855		UNIVERSITY SCREENPRINT	35040 001-	-	DARK GREEN	90.00	8/09/2023 OPP
						* P.O. TOTAL *	225.00	
50720	8/10/2023 1280		CAPITAL ONE	34080 001-	-	MICROWAVE FOR FINE BLUF	250.00	9/01/2023 CLP
50720	8/10/2023 1280		CAPITAL ONE	34080 001-	-	VOTING & REC DIST 5		9/01/2023 CLP
						* P.O. TOTAL *	250.00	
50721	8/10/2023 8190		STRICKLAND COMPANIES	29352 001-	-	2 FILED STAMPS RED INK	44.90	9/01/2023 CLP
						* P.O. TOTAL *	44.90	
50722	8/11/2023 3312		GUEST BODY SHOP, LLC	35153 155-	-	PARTS AND LABOR TO REPA	2000.00	8/11/2023 OPP
50722	8/11/2023 3312		GUEST BODY SHOP, LLC	35153 155-	-	D5117 2012 SILVERADO		8/11/2023 OPP
50722	8/11/2023 3312		GUEST BODY SHOP, LLC	35153 155-	-	ESTIMATE		8/11/2023 OPP
						* P.O. TOTAL *	2000.00	
50723	8/11/2023 8190		STRICKLAND COMPANIES	34081 001-	-	SIGNATURE STAMP FOR	30.95	9/01/2023 CLP
50723	8/11/2023 8190		STRICKLAND COMPANIES	34081 001-	-	LYNN HORTON-BLUE INK		9/01/2023 CLP
						* P.O. TOTAL *	30.95	
50724	8/11/2023 6913		PARKER MCGILL CDJR	33641 001-	-	PARTS AND LABOR TO REPA	80.00	9/01/2023 CLP
50724	8/11/2023 6913		PARKER MCGILL CDJR	33641 001-	-	HEADLIGHTS SD1498		9/01/2023 CLP
50724	8/11/2023 6913		PARKER MCGILL CDJR	33641 001-	-	ESTIMATE		9/01/2023 CLP
						* P.O. TOTAL *	80.00	
50725	8/11/2023 7297		QUILL CORPORATION	31932 001-	-	ENVELOPE MOISTENER SETS	31.98	9/01/2023 CLP
						* P.O. TOTAL *	31.98	
50726	8/11/2023 4645		JIM'S AUTO PARTS, WEST	35041 001-	-	WATER NOZZLE	13.00	9/01/2023 CLP
50726	8/11/2023 4645		JIM'S AUTO PARTS, WEST	35041 001-	-	OVERALLS	30.00	9/01/2023 CLP
50726	8/11/2023 4645		JIM'S AUTO PARTS, WEST	35041 001-	-	IDLER PULLEY	25.00	9/01/2023 CLP
50726	8/11/2023 4645		JIM'S AUTO PARTS, WEST	35041 001-	-	BELT	33.00	9/01/2023 CLP
50726	8/11/2023 4645		JIM'S AUTO PARTS, WEST	35041 001-	-	WATER PUMP	50.00	9/01/2023 CLP
50726	8/11/2023 4645		JIM'S AUTO PARTS, WEST	35041 001-	-	FREON	48.00	9/01/2023 CLP
50726	8/11/2023 4645		JIM'S AUTO PARTS, WEST	35041 001-	-	BOX OF GLOVES	16.00	9/01/2023 CLP
50726	8/11/2023 4645		JIM'S AUTO PARTS, WEST	35041 001-	-	PADS	66.00	9/01/2023 CLP
						* P.O. TOTAL *	281.00	
50727	8/11/2023 1304		MOMAR, INC.	33638 001-	-	ZYME ATTACK CITRUS	400.00	9/01/2023 CLP
50727	8/11/2023 1304		MOMAR, INC.	33638 001-	-	GARDE PAR-TEA SPRAY	400.00	9/01/2023 CLP
50727	8/11/2023 1304		MOMAR, INC.	33638 001-	-	INSTA ZORB	300.00	9/01/2023 CLP
50727	8/11/2023 1304		MOMAR, INC.	33638 001-	-	HYSCENT SWEET MANGO	150.00	9/01/2023 CLP
50727	8/11/2023 1304		MOMAR, INC.	33638 001-	-	BID ELECTROLYTE	200.00	9/01/2023 CLP

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CLAY COUNTY PURCHASING
PURCHASE ORDER DOCKET
FOR THE PERIOD AUGUST 01, 2023 TO AUGUST 31, 2023

P.O. NUMBER	DATE ORDERED	VENDOR NUMBER	VENDOR NAME	REQ. NUMBER	FND-DFT-OBJ NUMBER	ITEM DESCRIPTION	AMOUNT	DISPOSITION
34194	8/12/2023	5922	MY OFFICE PRODUCTS, INC	18101	001-	* P.O. TOTAL *	1450.00	
34194	8/12/2023	5922	MY OFFICE PRODUCTS, INC	18101	001-	THOUSAND A/P CHECKS-BUR CHECK AT BOTTOM	288.00	9/06/2013 CLP
50728	8/14/2023	8190	STRICKLAND COMPANIES	31932	001-	* P.O. TOTAL *	288.00	
50728	8/14/2023	8190	STRICKLAND COMPANIES	31932	001-	4 CASES OF COPY PAPER LETTER SIZE	178.00	9/01/2023 CLP
50729	8/14/2023	7297	QUILL CORPORATION	35042	001-	* P.O. TOTAL *	178.00	
50729	8/14/2023	7297	QUILL CORPORATION	35042	001-	9 VOLT BATTERIES	36.00	8/14/2023 OPP
50729	8/14/2023	7297	QUILL CORPORATION	35042	001-	BLACK SHARPIES	19.00	8/14/2023 OPP
50729	8/14/2023	7297	QUILL CORPORATION	35042	001-	INK CARTRIDGE	85.00	8/14/2023 OPP
50729	8/14/2023	7297	QUILL CORPORATION	35042	001-	DRUM CARTRIDGES	196.00	8/14/2023 OPP
50729	8/14/2023	7297	QUILL CORPORATION	35042	001-	TONER CARTRIDGE	65.00	8/14/2023 OPP
50729	8/14/2023	7297	QUILL CORPORATION	35042	001-	POST IT CUBES	20.00	8/14/2023 OPP
50730	8/14/2023	1503	COBURN SUPPLY CO.	35154	151-	* P.O. TOTAL *	421.00	
50730	8/14/2023	1503	COBURN SUPPLY CO.	35154	151-	24"X30' PLASTIC PIPE	1072.32	9/01/2023 CLP
50730	8/14/2023	1503	COBURN SUPPLY CO.	35154	151-	15"X30' PLASTIC PIPE	1262.70	9/01/2023 CLP
50730	8/14/2023	1503	COBURN SUPPLY CO.	35154	151-	12"X30' PLASTIC PIPE	906.30	9/01/2023 CLP
50730	8/14/2023	1503	COBURN SUPPLY CO.	35154	151-	DELIVER TO DISTRICT 1		9/01/2023 CLP
50730	8/14/2023	1503	COBURN SUPPLY CO.	35154	151-	302 BARTON FERRY ROAD		9/01/2023 CLP
50730	8/14/2023	1503	COBURN SUPPLY CO.	35154	151-	WEST POINT, MS 39773		9/01/2023 CLP
50730	8/14/2023	1503	COBURN SUPPLY CO.	35154	151-	REPRINT DUE TO PRINTER		9/01/2023 CLP
50730	8/14/2023	1503	COBURN SUPPLY CO.	35154	151-	2ND REPRINT WAS DUE TO		9/01/2023 CLP
50730	8/14/2023	1503	COBURN SUPPLY CO.	35154	151-	CHANGING THE PIPE TO 24		9/01/2023 CLP
50730	8/14/2023	1503	COBURN SUPPLY CO.	35154	151-	DUE TO COBURN NOT HAVIN		9/01/2023 CLP
50731	8/14/2023	7297	QUILL CORPORATION	35202	001-	* P.O. TOTAL *	3241.32	
50731	8/14/2023	7297	QUILL CORPORATION	35202	001-	ONE TOUCH STAPLER	25.99	9/01/2023 CLP
50731	8/14/2023	7297	QUILL CORPORATION	35202	001-	ENVELOPE MOISTENER	15.99	9/01/2023 CLP
50732	8/14/2023	1280	CAPITAL ONE	34083	001-	* P.O. TOTAL *	41.98	
50732	8/14/2023	1280	CAPITAL ONE	34083	001-	952 XL BLUE CYAN	227.67	9/01/2023 CLP
50732	8/14/2023	1280	CAPITAL ONE	34083	001-	952 XL YELLOW	227.67	9/01/2023 CLP
50732	8/14/2023	1280	CAPITAL ONE	34083	001-	952 XL MAGENTA	227.67	9/01/2023 CLP
50732	8/14/2023	1280	CAPITAL ONE	34083	001-	REPRINT DUE TO WALMART		9/01/2023 CLP
50732	8/14/2023	1280	CAPITAL ONE	34083	001-	HAVING 952 XL BLACK ORD		9/01/2023 CLP
50732	8/14/2023	1280	CAPITAL ONE	34083	001-	ING FROM QUILL		9/01/2023 CLP
50733	8/14/2023	7297	QUILL CORPORATION	34083	001-	* P.O. TOTAL *	683.01	
50733	8/14/2023	7297	QUILL CORPORATION	34083	001-	XEROX 106R03478 MAGENTA	178.99	9/01/2023 CLP
50733	8/14/2023	7297	QUILL CORPORATION	34083	001-	106R03480 BLACK	162.99	9/01/2023 CLP
50733	8/14/2023	7297	QUILL CORPORATION	34083	001-	106R03475 YELLOW	124.99	9/01/2023 CLP

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P.O. NUMBER	DATE ORDERED	VENDOR NUMBER	VENDOR NAME	REQ. NUMBER	FND-DPT-OBJ NUMBER	ITEM DESCRIPTION	AMOUNT	DISPOSITION
50733	8/14/2023	7297	QUILL CORPORATION	34083	001-	10GR03490 CYAN	246.99	9/01/2023 CLP
50733	8/14/2023	7297	QUILL CORPORATION	34083	001-	901-2510061 WASTE TONE	28.99	9/01/2023 CLP
50733	8/14/2023	7297	QUILL CORPORATION	34083	001-	952 XL BLACK INK	155.97	9/01/2023 CLP
50733	8/14/2023	7297	QUILL CORPORATION	34083	001-	REPRINT TO ADD 952 XL B		9/01/2023 CLP
50733	8/14/2023	7297	QUILL CORPORATION	34083	001-	INK THAT WALMART DID NO HAVE		9/01/2023 CLP
50733	8/14/2023	7297	QUILL CORPORATION	34083	001-		898.92	9/01/2023 CLP
						* P.O. TOTAL *		
50734	8/15/2023	8190	STRICKLAND COMPANIES	35155	001-	WIRELESS KEYBOARD	82.97	9/06/2023 CLP
50734	8/15/2023	8190	STRICKLAND COMPANIES	35155	001-	FOR GINGER		9/06/2023 CLP
						* P.O. TOTAL *	82.97	
50735	8/16/2023	3175	G & O SUPPLY CO, INC	34085	155-	12"X30' PLASTIC PIPES	604.20	8/31/2023 CLP
50735	8/16/2023	3175	G & O SUPPLY CO, INC	34085	155-	12'X20' PLASTIC PIPES	402.80	8/31/2023 CLP
50735	8/16/2023	3175	G & O SUPPLY CO, INC	34085	155-	48'X30' PLASTIC PIPE	2728.50	8/31/2023 CLP
50735	8/16/2023	3175	G & O SUPPLY CO, INC	34085	155-	DEL TO		8/31/2023 CLP
50735	8/16/2023	3175	G & O SUPPLY CO, INC	34085	155-	8721 HWY 50W PHEBA		8/31/2023 CLP
50735	8/16/2023	3175	G & O SUPPLY CO, INC	34085	155-	CALL JOE 662-295-3240		8/31/2023 CLP
50735	8/16/2023	3175	G & O SUPPLY CO, INC	34085	155-	WHEN DELIVERING		8/31/2023 CLP
						* P.O. TOTAL *	3735.50	
50736	8/16/2023	3175	G & O SUPPLY CO, INC	34086	155-	10'X30' PLASTIC PIPE	320.10	8/16/2023 OPP
50736	8/16/2023	3175	G & O SUPPLY CO, INC	34086	155-	PLEASE DELIVER WITH OTH		8/16/2023 OPP
						* P.O. TOTAL *	320.10	
50737	8/16/2023	6118	N.M.S. COCA COLA BOTTLIN	35043	001-	5 CASES OF FANTA PEACH	225.00	8/16/2023 VOD
						* P.O. TOTAL *	225.00	
50738	8/16/2023	1280	CAPITAL ONE	35044	040-	SIZE 12 BOOTS	200.00	9/01/2023 CLP
50738	8/16/2023	1280	CAPITAL ONE	35044	040-	SIZE 11 1/2 BOOTS	100.00	9/01/2023 CLP
50738	8/16/2023	1280	CAPITAL ONE	35044	040-	SIZE 11 BOOTS	100.00	9/01/2023 CLP
50738	8/16/2023	1280	CAPITAL ONE	35044	040-	SIZE 10 1/2 BOOTS	100.00	9/01/2023 CLP
50738	8/16/2023	1280	CAPITAL ONE	35044	040-	SIZE 9 BOOTS	100.00	9/01/2023 CLP
						* P.O. TOTAL *	600.00	
50739	8/16/2023	8223	SUNFLOWER STORE	35046	001-	160 LOAVES OF BREAD	160.00	8/16/2023 OPP
						* P.O. TOTAL *	160.00	
50740	8/16/2023	5141	LANN CHEMICAL	35045	001-	10 GALLONS OF MULTIPURPO	100.00	9/01/2023 CLP
50740	8/16/2023	5141	LANN CHEMICAL	35045	001-	CLEANER		9/01/2023 CLP
50740	8/16/2023	5141	LANN CHEMICAL	35045	001-	PINESOL ORANGE	270.00	9/01/2023 CLP
50740	8/16/2023	5141	LANN CHEMICAL	35045	001-	BATH TISSUE	180.00	9/01/2023 CLP
50740	8/16/2023	5141	LANN CHEMICAL	35045	001-	JUMBO JR TISSUE	150.00	9/01/2023 CLP
						* P.O. TOTAL *	700.00	

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CLAY COUNTY PURCHASING
PURCHASE ORDER DOCKET
FOR THE PERIOD AUGUST 01, 2023 TO AUGUST 31, 2023

P.O. NUMBER	DATE ORDERED	VENDOR NUMBER	VENDOR NAME	REQ. NUMBER	FND-DPT-OBJ NUMBER	ITEM DESCRIPTION	AMOUNT	DISPOSITION
50746	8/16/2023	5678	MERCHANT CO.	35050	001-	TROPICAL FRUIT DRINK	300.00	9/01/2023 CLP
50746	8/16/2023	5678	MERCHANT CO.	35050	001-	STRAWBERRY DRINK	300.00	9/01/2023 CLP
50746	8/16/2023	5678	MERCHANT CO.	35050	001-	ORANGE DRINK	300.00	9/01/2023 CLP
50746	8/16/2023	5678	MERCHANT CO.	35050	001-	LEMONADE DRINK	300.00	9/01/2023 CLP
50746	8/16/2023	5678	MERCHANT CO.	35050	001-	GRAPE DRINK BASE	300.00	9/01/2023 CLP
						* P.O. TOTAL *	1500.00	
50741	8/17/2023	1470	CLAY COUNTY CO-OP	35047	001-	5 PAIRS OF PANTS	225.00	9/01/2023 CLP
						* P.O. TOTAL *	225.00	
50742	8/17/2023	1280	CAPITAL ONE	35048	001-	COFFEE MATE	20.00	9/01/2023 CLP
50742	8/17/2023	1280	CAPITAL ONE	35048	001-	DRY ERASE MARKERS	30.00	9/01/2023 CLP
						* P.O. TOTAL *	50.00	
50743	8/17/2023	7529	ROGERS GROUP, INC	34087	152-	2 LOADS OF 610	1770.00	8/17/2023 OPP
						* P.O. TOTAL *	1770.00	
50744	8/17/2023	7297	QUILL CORPORATION	33911	001-	LYDOL WIPES	95.96	9/01/2023 CLP
50744	8/17/2023	7297	QUILL CORPORATION	33911	001-	LYSOL	679.92	9/01/2023 CLP
50744	8/17/2023	7297	QUILL CORPORATION	33911	001-	PURELL HAND SANITIZERS	212.97	9/01/2023 CLP
50744	8/17/2023	7297	QUILL CORPORATION	33911	001-	FREZEZE AIR	32.37	9/01/2023 CLP
50744	8/17/2023	7297	QUILL CORPORATION	33911	001-	2 MASKS	33.58	9/01/2023 CLP
50744	8/17/2023	7297	QUILL CORPORATION	33911	001-	GLOVES	47.37	9/01/2023 CLP
50744	8/17/2023	7297	QUILL CORPORATION	33911	001-	IBUPROFEN	14.79	9/01/2023 CLP
50744	8/17/2023	7297	QUILL CORPORATION	33911	001-	SINUS MEDS	17.59	9/01/2023 CLP
50744	8/17/2023	7297	QUILL CORPORATION	33911	001-	MIDOL	50.99	9/01/2023 CLP
50744	8/17/2023	7297	QUILL CORPORATION	33911	001-	CALCULAFOR RIBBON	22.95	9/01/2023 CLP
50744	8/17/2023	7297	QUILL CORPORATION	33911	001-			9/01/2023 CLP
						* P.O. TOTAL *	1208.49	
50745	8/18/2023	5336	LOWE'S HOME CENTER, INC	35049	001-	AIR IMPACT WRENCH	150.00	9/01/2023 CLP
50745	8/18/2023	5336	LOWE'S HOME CENTER, INC	35049	001-	CORDLESS IMPACT WRENCH	300.00	9/01/2023 CLP
						* P.O. TOTAL *	450.00	
50747	8/21/2023	7326	SYNERGETICS DCS, INC	35051	001-	DELL MONITORS	600.00	8/21/2023 OPP
50747	8/21/2023	7326	SYNERGETICS DCS, INC	35051	001-	OPTIFLEX SMALL FORM FAC	1500.00	8/21/2023 OPP
50747	8/21/2023	7326	SYNERGETICS DCS, INC	35051	001-	PLUS 7010		8/21/2023 OPP
50747	8/21/2023	7326	SYNERGETICS DCS, INC	35051	001-	INSTALATION LABOR (4HRS	520.00	8/21/2023 OPP
						* P.O. TOTAL *	2620.00	
50748	8/21/2023	5336	LOWE'S HOME CENTER, INC	34088	072-	BOX OF 1/4" TOGGLE BOLT	500.00	8/21/2023 OPP
50748	8/21/2023	5336	LOWE'S HOME CENTER, INC	34088	072-	2-1/2 TILE BITS		8/21/2023 OPP
50748	8/21/2023	5336	LOWE'S HOME CENTER, INC	34088	072-	2-1/4 TILE BITS		8/21/2023 OPP
50748	8/21/2023	5336	LOWE'S HOME CENTER, INC	34088	072-	BRYAN LIBRARY		8/21/2023 OPP

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CLAY COUNTY PURCHASING
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FOR THE PERIOD AUGUST 01, 2023 TO AUGUST 31, 2023

P.O. NUMBER	DATE ORDERED	VENDOR NUMBER	VENDOR NAME	REQ. NUMBER	FND-DPT-OBJ NUMBER	ITEM NUMBER	DESCRIPTION	AMOUNT	DISPOSITION
50748	8/21/2023	5336	LOWE'S HOME CENTER, INC	34088	072-		REBILLED TO LIBRARY		8/21/2023 OPP
							* P.O. TOTAL *	500.00	
50749	8/21/2023	5336	LOWE'S HOME CENTER, INC	34089	001-		HAMMER BELT LOOP	200.00	9/01/2023 CLP
50749	8/21/2023	5336	LOWE'S HOME CENTER, INC	34089	001-		TOOL BELT		9/01/2023 CLP
							* P.O. TOTAL *	200.00	
50750	8/21/2023	1280	CAPITAL ONE	35052	040-		ASSORTMENT CHIPS	360.00	9/01/2023 CLP
50750	8/21/2023	1280	CAPITAL ONE	35052	040-		ASSORTMENT HONEYBUNS	480.00	9/01/2023 CLP
50750	8/21/2023	1280	CAPITAL ONE	35052	040-		ASSORTMENT PASTRY	480.00	9/01/2023 CLP
50750	8/21/2023	1280	CAPITAL ONE	35052	040-		ASSORTMENT NABS/COOKIES	120.00	9/01/2023 CLP
50750	8/21/2023	1280	CAPITAL ONE	35052	040-		COOKIES	180.00	9/01/2023 CLP
50750	8/21/2023	1280	CAPITAL ONE	35052	040-		ASSORTMENT OF CANDY	900.00	9/01/2023 CLP
50750	8/21/2023	1280	CAPITAL ONE	35052	040-		COFFEE	3000.00	9/01/2023 CLP
50750	8/21/2023	1280	CAPITAL ONE	35052	040-		COFFEE MATE	250.00	9/01/2023 CLP
50750	8/21/2023	1280	CAPITAL ONE	35052	040-		SUGAR	125.00	9/01/2023 CLP
							* P.O. TOTAL *	5895.00	
50751	8/22/2023	3076	GEORGE'S TIRE SERVICE	35053	001-		4 TIRES FOR 2014 TAHOE	740.00	9/06/2023 CLP
50751	8/22/2023	3076	GEORGE'S TIRE SERVICE	35053	001-		DISPOSAL ON 4 TIRES	20.00	9/06/2023 CLP
50751	8/22/2023	3076	GEORGE'S TIRE SERVICE	35053	001-		RECYCLING TAX	4.00	9/06/2023 CLP
							* P.O. TOTAL *	764.00	
50752	8/22/2023	1504	COLD MIX, INC.	35158	155-		1 LOAD OF COLD MIX	3330.00	1/01/0001 CLP
							* P.O. TOTAL *	3330.00	
50753	8/22/2023	0339	A-1 APPLIANCE CENTER	35055	001-		REPAIRS ON 2 WASHERS	600.00	9/01/2023 CLP
							* P.O. TOTAL *	600.00	
50754	8/22/2023	0609	AUTOZONE LLC	35054	001-		TIE ROD FOR 2012 DODGE	150.00	9/01/2023 CLP
							* P.O. TOTAL *	150.00	
50755	8/22/2023	0381	ALLMOND PRINTING	34082	001-		1 LOT OF 3000 BURGANDY	345.00	9/06/2023 CLP
50755	8/22/2023	0381	ALLMOND PRINTING	34082	001-		CHECKS WITH CHECK ON B		9/06/2023 CLP
							* P.O. TOTAL *	345.00	
50756	8/22/2023	5986	NATIONAL TEST SYSTEMS	32571	001-		500 16 PANEL URINE CUPS	2320.00	9/01/2023 CLP
							* P.O. TOTAL *	2320.00	
50757	8/22/2023	0609	AUTOZONE LLC	35056	001-		DRIVERS SIDE TIE ROD	65.00	9/01/2023 CLP
50757	8/22/2023	0609	AUTOZONE LLC	35056	001-		FOR 2012 DODGE 3500		9/01/2023 CLP
							* P.O. TOTAL *	65.00	

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CLAY COUNTY PURCHASING
PURCHASE ORDER DOCKET
FOR THE PERIOD AUGUST 01, 2023 TO AUGUST 31, 2023

P.O. NUMBER	DATE ORDERED	VENDOR NUMBER	VENDOR NAME	REQ. NUMBER	FND-DPT-OBJ NUMBER	ITEM DESCRIPTION	AMOUNT	DISPOSITION
50758	8/22/2023 7297	QUILL CORPORATION	34082 001-	-	SMALL BINDER CLIPS	31.08	9/06/2023 CLP	
50758	8/22/2023 7297	QUILL CORPORATION	34082 001-	-	MINI BINDER CLIPS	29.88	9/06/2023 CLP	
50758	8/22/2023 7297	QUILL CORPORATION	34082 001-	-	MEDIUM BINDER CLIPS	43.08	9/06/2023 CLP	
					* P.O. TOTAL *	104.04		
50759	8/23/2023 1470	CLAY COUNTY CO-OP	35301 072-	-	SCOOP OF MULCH	100.00	8/23/2023 OPP	
					* P.O. TOTAL *	100.00		
50760	8/23/2023 7297	QUILL CORPORATION	35302 001-	-	PAPER SHREDDER FOR TREVA	143.99	9/06/2023 CLP	
50760	8/23/2023 7297	QUILL CORPORATION	35302 001-	-		143.99	9/06/2023 CLP	
					* P.O. TOTAL *	143.99		
50761	8/23/2023 7297	QUILL CORPORATION	35303 001-	-	INK CARTRIDGE FOR ANN'S PRINTER	115.99	9/06/2023 CLP	
50761	8/23/2023 7297	QUILL CORPORATION	35303 001-	-		115.99	9/06/2023 CLP	
					* P.O. TOTAL *	115.99		
50762	8/24/2023 4645	JIM'S AUTO PARTS, WEST	35058 001-	-	TOWELS	23.00	8/24/2023 OPP	
50762	8/24/2023 4645	JIM'S AUTO PARTS, WEST	35058 001-	-	SIMPLE GREEN	10.00	8/24/2023 OPP	
50762	8/24/2023 4645	JIM'S AUTO PARTS, WEST	35058 001-	-	RAINX	10.00	8/24/2023 OPP	
50762	8/24/2023 4645	JIM'S AUTO PARTS, WEST	35058 001-	-	GORILLA GLUE	13.00	8/24/2023 OPP	
50762	8/24/2023 4645	JIM'S AUTO PARTS, WEST	35058 001-	-	BATTERY	160.00	8/24/2023 OPP	
					* P.O. TOTAL *	216.00		
50763	8/25/2023 1470	CLAY COUNTY CO-OP	35059 041-	-	BAG OF DOG FOOD	50.00	8/25/2023 OPP	
					* P.O. TOTAL *	50.00		
50764	8/25/2023 8428	THOMPSON MACHINERY	35169 151-	-	PARTS AND LABOR TO REEL BERRINGS IN EXCAVATOR	3000.00	8/25/2023 OPP	
50764	8/25/2023 8428	THOMPSON MACHINERY	35169 151-	-	ESTIMATE		8/25/2023 OPP	
50764	8/25/2023 8428	THOMPSON MACHINERY	35169 151-	-	REPRINT BECAUSE OF PRIN PROBLEMS		8/25/2023 OPP	
50764	8/25/2023 8428	THOMPSON MACHINERY	35169 151-	-			8/25/2023 OPP	
					* P.O. TOTAL *	3000.00		
50765	8/25/2023 4238	INTAB INC	34011 001-	-	10 PACKS OF 10 INTAB SECURE PACK BAGS	150.00	8/25/2023 OPP	
50765	8/25/2023 4238	INTAB INC	34011 001-	-			8/25/2023 OPP	
					* P.O. TOTAL *	150.00		
50766	8/25/2023 6911	PARKER SAND & GRAVEL	35164 151-	-	5000 TONS OF WASH GRAVE FOR THE MONTH OF SEPT ESTIMATE	95000.00	8/25/2023 OPP	
50766	8/25/2023 6911	PARKER SAND & GRAVEL	35164 151-	-	REPRINT-PRINTER PROBLEM		8/25/2023 OPP	
50766	8/25/2023 6911	PARKER SAND & GRAVEL	35164 151-	-			8/25/2023 OPP	
					* P.O. TOTAL *	95000.00		

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P.O. NUMBER	DATE ORDERED	VENDOR NUMBER	VENDOR NAME	REQ. NUMBER	FND-DPT-OBJ NUMBER	ITEM DESCRIPTION	AMOUNT	DISPOSITION
50767	8/25/2023	7055	PHILLIP'S HARDWARE	35305	001-	MONTHLY PO FOR SEPTEMBER	2500.00	8/25/2023 OPP
50767	8/25/2023	7055	PHILLIP'S HARDWARE	35305	001-	FOR MISC MATERIALS & TO		8/25/2023 OPP
						* P.O. TOTAL *	2500.00	
50768	8/25/2023	6911	PARKER SAND & GRAVEL	35165	152-	TONS OF WASH GRAVEL	95000.00	8/25/2023 OPP
50768	8/25/2023	6911	PARKER SAND & GRAVEL	35165	152-	FOR THE MONTH SEPTEMBER		8/25/2023 OPP
50768	8/25/2023	6911	PARKER SAND & GRAVEL	35165	152-	ESTIMATE		8/25/2023 OPP
50769	8/25/2023	6911	PARKER SAND & GRAVEL	35166	153-	TONS OF WASH GRAVEL	95000.00	8/25/2023 OPP
50769	8/25/2023	6911	PARKER SAND & GRAVEL	35166	153-	FOR THE MONTH SEPTEMBER		8/25/2023 OPP
50769	8/25/2023	6911	PARKER SAND & GRAVEL	35166	153-	ESTIMATE		8/25/2023 OPP
50770	8/25/2023	6911	PARKER SAND & GRAVEL	35167	154-	TONS OF WASH GRAVEL	95000.00	8/25/2023 OPP
50770	8/25/2023	6911	PARKER SAND & GRAVEL	35167	154-	FOR THE MONTH SEPTEMBER		8/25/2023 OPP
50770	8/25/2023	6911	PARKER SAND & GRAVEL	35167	154-	ESTIMATE		8/25/2023 OPP
50771	8/25/2023	6911	PARKER SAND & GRAVEL	35168	155-	TONS OF WASH GRAVEL	95000.00	8/25/2023 OPP
50771	8/25/2023	6911	PARKER SAND & GRAVEL	35168	155-	FOR THE MONTH SEPT		8/25/2023 OPP
50771	8/25/2023	6911	PARKER SAND & GRAVEL	35168	155-	ESTIMATE		8/25/2023 OPP
50772	8/25/2023	8223	SUNFLOWER STORE	35062	001-	100 LOAVES OF BREAD	160.00	8/25/2023 OPP
						* P.O. TOTAL *	160.00	
50773	8/25/2023	8223	SUNFLOWER STORE	35061	001-	10 BAGS OF RUSSETTS	100.00	8/25/2023 OPP
50773	8/25/2023	8223	SUNFLOWER STORE	35061	001-	15 ALUMINUM FOIL PANS	30.00	8/25/2023 OPP
50773	8/25/2023	8223	SUNFLOWER STORE	35061	001-	5 OXYCLEAN	80.00	8/25/2023 OPP
50773	8/25/2023	8223	SUNFLOWER STORE	35061	001-	3 CASES OF WATER	21.00	8/25/2023 OPP
						* P.O. TOTAL *	231.00	
50774	8/25/2023	5141	LANN CHEMICAL	35060	001-	PAILS OF LAUNDRY DETERG	1200.00	8/25/2023 OPP
						* P.O. TOTAL *	1200.00	
50775	8/25/2023	1879	PRESTON DOBBS TRUCKING	35159	151-	YARDS OF CLAY GRAVEL	10000.00	8/25/2023 OPP
50775	8/25/2023	1879	PRESTON DOBBS TRUCKING	35159	151-	FOR THE MONTH OF SEPT		8/25/2023 OPP
50775	8/25/2023	1879	PRESTON DOBBS TRUCKING	35159	151-	ESTIMATE		8/25/2023 OPP
50776	8/25/2023	1879	PRESTON DOBBS TRUCKING	35160	152-	TONS OF WASH GRAVEL	10000.00	8/25/2023 OPP
50776	8/25/2023	1879	PRESTON DOBBS TRUCKING	35160	152-	FOR THE MONTH OF SEPT		8/25/2023 OPP

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P.O. NUMBER	DATE ORDERED	VENDOR NUMBER	VENDOR NAME	REQ. NUMBER	FND-DPT-OBJ NUMBER	ITEM DESCRIPTION	AMOUNT	DISPOSITION
50776	8/25/2023	1879	PRESTON DOBBS TRUCKING	35160	152-	ESTIMATE	10000.00	8/25/2023 OPP
						* P.O. TOTAL *		
50777	8/25/2023	1879	PRESTON DOBBS TRUCKING	35161	153-	YARDS OF CLAY GRAVEL FOR THE MONTH OF SEPT ESTIMATE	10000.00	8/25/2023 OPP
50777	8/25/2023	1879	PRESTON DOBBS TRUCKING	35161	153-			8/25/2023 OPP
50777	8/25/2023	1879	PRESTON DOBBS TRUCKING	35161	153-			8/25/2023 OPP
						* P.O. TOTAL *		
50778	8/25/2023	1879	PRESTON DOBBS TRUCKING	35162	154-	YARDS OF CLAY GRAVEL FOR THE MONTH OF SEPT ESTIMATE	10000.00	8/25/2023 OPP
50778	8/25/2023	1879	PRESTON DOBBS TRUCKING	35162	154-			8/25/2023 OPP
50778	8/25/2023	1879	PRESTON DOBBS TRUCKING	35162	154-			8/25/2023 OPP
						* P.O. TOTAL *		
50779	8/25/2023	1879	PRESTON DOBBS TRUCKING	35163	155-	YARDS OF CLAY GRAVEL FOR THE MONTH OF SEPT ESTIMATE	10000.00	8/25/2023 OPP
50779	8/25/2023	1879	PRESTON DOBBS TRUCKING	35163	155-			8/25/2023 OPP
50779	8/25/2023	1879	PRESTON DOBBS TRUCKING	35163	155-			8/25/2023 OPP
						* P.O. TOTAL *		
50780	8/25/2023	1280	CAPITAL ONE	35170	001-	2 POP UP CANOPIES FOR MOBILE COMMAND	600.00	9/01/2023 CLP
50780	8/25/2023	1280	CAPITAL ONE	35170	001-			9/01/2023 CLP
						* P.O. TOTAL *		
50781	8/25/2023	1280	CAPITAL ONE	35063	001-	DISHWASHING LIQUID	500.00	8/25/2023 OPP
50781	8/25/2023	1280	CAPITAL ONE	35063	001-	CUPS	150.00	8/25/2023 OPP
50781	8/25/2023	1280	CAPITAL ONE	35063	001-	TRAYS	150.00	8/25/2023 OPP
50781	8/25/2023	1280	CAPITAL ONE	35063	001-	PLASTIC WRAP	200.00	8/25/2023 OPP
50781	8/25/2023	1280	CAPITAL ONE	35063	001-	SIMPLE GREEN	100.00	8/25/2023 OPP
50781	8/25/2023	1280	CAPITAL ONE	35063	001-	SCOURING PADS	50.00	8/25/2023 OPP
						* P.O. TOTAL *	1150.00	
50782	8/25/2023	3076	GEORGE'S TIRE SERVICE	35064	001-	ALIGNMENT ON OVERSIZE WHEELS AND ROTATE TIRES	200.00	9/01/2023 CLP
50782	8/25/2023	3076	GEORGE'S TIRE SERVICE	35064	001-			9/01/2023 CLP
						* P.O. TOTAL *	-200.00	
50783	8/28/2023	7529	ROGERS GROUP, INC	35171	154-	3 LOADS FOR # 610	35400.00	8/28/2023 OPP
						* P.O. TOTAL *	35400.00	
50784	8/28/2023	7529	ROGERS GROUP, INC	35172	153-	LOADS OF CRUSH RUN	7080.00	8/28/2023 OPP
						* P.O. TOTAL *	7080.00	
50785	8/28/2023	7297	QUILL CORPORATION	35306	001-	LYSOL SPRAY	33.96	8/28/2023 OPP
50785	8/28/2023	7297	QUILL CORPORATION	35306	001-	FEBREZE SPRAY	5.69	8/28/2023 OPP
						* P.O. TOTAL *	39.65	

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P.O. NUMBER	DATE ORDERED	VENDOR NUMBER	VENDOR NAME	REQ. NUMBER	FND-DPT-OBJ NUMBER	ITEM DESCRIPTION	AMOUNT	DISPOSITION
50786	8/28/2023 7297	QUILL CORPORATION	30898 001-	-	MICROFIBER WIPES	93.54	8/28/2023 OPP	
50786	8/28/2023 7297	QUILL CORPORATION	30898 001-	-	8 GALLON TRASH BAGS	51.98	8/28/2023 OPP	
50786	8/28/2023 7297	QUILL CORPORATION	30898 001-	-	CORRECTION TAPE	43.18	8/28/2023 OPP	
50786	8/28/2023 7297	QUILL CORPORATION	30898 001-	-	7 GALLON TRASH CANS	42.36	8/28/2023 OPP	
50786	8/28/2023 7297	QUILL CORPORATION	30898 001-	-	KLEENEX	82.36	8/28/2023 OPP	
50786	8/28/2023 7297	QUILL CORPORATION	30898 001-	-	TYLENOL	24.59	8/28/2023 OPP	
50786	8/28/2023 7297	QUILL CORPORATION	30898 001-	-	STIRRERS	21.99	8/28/2023 OPP	
50786	8/28/2023 7297	QUILL CORPORATION	30898 001-	-	ALCOHOL PADS	7.59	8/28/2023 OPP	
50786	8/28/2023 7297	QUILL CORPORATION	30898 001-	-	CREAMER	28.99	8/28/2023 OPP	
50786	8/28/2023 7297	QUILL CORPORATION	30898 001-	-	22X17 DESK PADS	51.98	8/28/2023 OPP	
50786	8/28/2023 7297	QUILL CORPORATION	30898 001-	-	3X3 POST IT NOTES	53.98	8/28/2023 OPP	
50786	8/28/2023 7297	QUILL CORPORATION	30898 001-	-	POP UP NOTES	70.36	8/28/2023 OPP	
50786	8/28/2023 7297	QUILL CORPORATION	30898 001-	-	TOASTER OVEN	93.99	8/28/2023 OPP	
50786	8/28/2023 7297	QUILL CORPORATION	30898 001-	-	CHAIRS	599.97	8/28/2023 OPP	
50786	8/28/2023 7297	QUILL CORPORATION	30898 001-	-	HP TONER CARTRIDGE	221.98	8/28/2023 OPP	
50786	8/28/2023 7297	QUILL CORPORATION	30898 001-	-	VACUUM	205.99	8/28/2023 OPP	
50786	8/28/2023 7297	QUILL CORPORATION	30898 001-	-	ERASABLE PENS	67.98	8/28/2023 OPP	
50786	8/28/2023 7297	QUILL CORPORATION	30898 001-	-	PAPER PLATES	36.99	8/28/2023 OPP	
50786	8/28/2023 7297	QUILL CORPORATION	30898 001-	-	PLASTIC FLATWARE	28.99	8/28/2023 OPP	
					* P.O. TOTAL *	1828.79		
50787	8/28/2023 8190	STRICKLAND COMPANIES	30898 001-	-	LETTER SIZE COPY PAPER	445.00	8/28/2023 OPP	
					* P.O. TOTAL *	445.00		
50788	8/28/2023 7315	RACKLEY OIL COMPANY, IN	35173 151-	-	1000 GALS OF HWY DIESEL	3420.00	8/28/2023 OPP	
					* P.O. TOTAL *	3420.00		
50789	8/28/2023 5413	M & M IMAGING LLC	34082 001-	-	MICR TONER CARTRIDGE	279.98	9/06/2023 CLP	
50789	8/28/2023 5413	M & M IMAGING LLC	34082 001-	-	MCR78AM FOR LAFRANCE		9/06/2023 CLP	
					* P.O. TOTAL *	279.98		
50790	8/28/2023 7297	QUILL CORPORATION	3898 001-	-	ODO BAN	61.98	8/28/2023 OPP	
50790	8/28/2023 7297	QUILL CORPORATION	3898 001-	-	RELLIL PAPER	35.96	8/28/2023 OPP	
50790	8/28/2023 7297	QUILL CORPORATION	3898 001-	-	COFFEE CREAMER	51.98	8/28/2023 OPP	
					* P.O. TOTAL *	149.92		
50793	8/28/2023 4966	KIRK AUTO WORLD, INC.	33642 001-	-	2023 RAM 2500 CREW TRUC	49980.00	8/28/2023 VOD	
					* P.O. TOTAL *	49980.00		
50795	8/28/2023 5530	MCBRAYER QUICK LUBE	32574 001-	-	OIL CHANGE	100.00	9/01/2023 CLP	
					* P.O. TOTAL *	100.00		
50791	8/29/2023 1280	CAPITAL ONE	35065 001-	-	CASES OF WATER	50.00	8/29/2023 OPP	
50791	8/29/2023 1280	CAPITAL ONE	35065 001-	-	COOLER	50.00	8/29/2023 OPP	
50791	8/29/2023 1280	CAPITAL ONE	35065 001-	-	REPRINT BECAUSE OF		8/29/2023 OPP	

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P.O. NUMBER	DATE ORDERED	VENDOR NUMBER	VENDOR NAME	REQ. NUMBER	FND-DPT-OBJ NUMBER	ITEM DESCRIPTION	AMOUNT	DISPOSITION
50791	8/29/2023	1280	CAPITAL ONE	35065	001-	PRINTER PROBLEMS		8/29/2023 OPP
						* P.O. TOTAL *	100.00	
50792	8/29/2023	5141	LANN CHEMICAL	30898	001-	JUMBO JR TISSUE	156.60	8/29/2023 OPP
50792	8/29/2023	5141	LANN CHEMICAL	30898	001-	38X58 BLACK LINERS	223.50	8/29/2023 OPP
						* P.O. TOTAL *	380.10	
50794	8/29/2023	5862	MISSOURI STATE HIGHWAY	33643	040-	2021 FORD UTILITY AWD	32000.00	8/29/2023 OPP
50794	8/29/2023	5862	MISSOURI STATE HIGHWAY	33643	040-	STATE CONTRACT		8/29/2023 OPP
						* P.O. TOTAL *	32000.00	
50796	8/29/2023	7297	QUILL CORPORATION	35066	001-	128GB FLASHDRIVES	50.00	8/29/2023 OPP
50796	8/29/2023	7297	QUILL CORPORATION	35066	001-	64GB FLASHDRIVES	84.00	8/29/2023 OPP
50796	8/29/2023	7297	QUILL CORPORATION	35066	001-	8GB FLASHDRIVES	55.00	8/29/2023 OPP
50796	8/29/2023	7297	QUILL CORPORATION	35066	001-	CD-R	140.00	8/29/2023 OPP
50796	8/29/2023	7297	QUILL CORPORATION	35066	001-	2 CTNS OF BOXES	192.00	8/29/2023 OPP
50796	8/29/2023	7297	QUILL CORPORATION	35066	001-	FILE FOLDERS	100.00	8/29/2023 OPP
50796	8/29/2023	7297	QUILL CORPORATION	35066	001-	PAPER	240.00	8/29/2023 OPP
50796	8/29/2023	7297	QUILL CORPORATION	35066	001-	POST IT POP UPS	28.00	8/29/2023 OPP
50796	8/29/2023	7297	QUILL CORPORATION	35066	001-	BROTHER 450 TONER	66.00	8/29/2023 OPP
50796	8/29/2023	7297	QUILL CORPORATION	35066	001-			8/29/2023 OPP
						* P.O. TOTAL *	955.00	
50797	8/29/2023	3076	GEORGE'S TIRE SERVICE	35067	001-	SET OF TIRES	480.00	8/29/2023 OPP
50797	8/29/2023	3076	GEORGE'S TIRE SERVICE	35067	001-	DISPOSAL FEE	20.00	8/29/2023 OPP
50797	8/29/2023	3076	GEORGE'S TIRE SERVICE	35067	001-	RECYCLING FEE	4.00	8/29/2023 OPP
50797	8/29/2023	3076	GEORGE'S TIRE SERVICE	35067	001-	'09 DODGE CHARGER SD1419		8/29/2023 OPP
						* P.O. TOTAL *	504.00	
50798	8/30/2023	4645	JIM'S AUTO PARTS, WEST	35068	001-	5-W20 OIL	180.00	8/30/2023 OPP
50798	8/30/2023	4645	JIM'S AUTO PARTS, WEST	35068	001-	FREON	144.00	8/30/2023 OPP
50798	8/30/2023	4645	JIM'S AUTO PARTS, WEST	35068	001-	COVERALL	48.00	8/30/2023 OPP
50798	8/30/2023	4645	JIM'S AUTO PARTS, WEST	35068	001-	BOX OF GLOVES	18.00	8/30/2023 OPP
50798	8/30/2023	4645	JIM'S AUTO PARTS, WEST	35068	001-	CAR WASH	50.00	8/30/2023 OPP
50798	8/30/2023	4645	JIM'S AUTO PARTS, WEST	35068	001-	FAN CLUTCH	70.00	8/30/2023 OPP
50798	8/30/2023	4645	JIM'S AUTO PARTS, WEST	35068	001-	REPRINT DUE TO PRINTER		8/30/2023 OPP
						* P.O. TOTAL *	510.00	
50799	8/30/2023	7383	REFRIGERATION SUPPLY CO	31822	001-	FURANCE BOARD	175.00	9/06/2023 CLP
50799	8/30/2023	7383	REFRIGERATION SUPPLY CO	31822	001-	FOR DHS		9/06/2023 CLP
						* P.O. TOTAL *	175.00	
50800	8/30/2023	8223	SUNFLOWER STORE	35069	001-	100 LOAVES OF BREAD	160.00	8/30/2023 OPP
						* P.O. TOTAL *	160.00	

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50801	8/30/2023	7297	QUILL CORPORATION	34050	001-	-	WALL ORGANIZER	34.99	8/30/2023 OPP
50801	8/30/2023	7297	QUILL CORPORATION	34050	001-	-	RESUME PAPER	16.99	8/30/2023 OPP
							* P.O. TOTAL *	51.98	
50802	8/30/2023	7297	QUILL CORPORATION	31934	001-	-	1/2" 3 RING BINDER	8.59	8/30/2023 OPP
50802	8/30/2023	7297	QUILL CORPORATION	31934	001-	-	1" 3 RING BINDER	5.59	8/30/2023 OPP
50802	8/30/2023	7297	QUILL CORPORATION	31934	001-	-	PENTEL ENERGEL BLACK IN	52.68	8/30/2023 OPP
50802	8/30/2023	7297	QUILL CORPORATION	31934	001-	-	PENTEL ENERGEL BLACK IN	52.68	8/30/2023 OPP
							* P.O. TOTAL *	119.54	
50803	8/31/2023	3076	GEORGE'S TIRE SERVICE	35070	001-	-	FLAT REPAIRED	20.00	8/31/2023 OPP
							* P.O. TOTAL *	20.00	
50804	8/31/2023	7297	QUILL CORPORATION	35174	001-	-	2 PACKS OF BOUNTY PAPER	63.18	8/31/2023 OPP
50804	8/31/2023	7297	QUILL CORPORATION	35174	001-	-	TOWELS		8/31/2023 OPP
							* P.O. TOTAL *	63.18	
50805	8/31/2023	2349	EMPIRE TRUCKS	35176	153-	-	PARTS AND LABOR TO REPA	3000.00	8/31/2023 OPP
50805	8/31/2023	2349	EMPIRE TRUCKS	35176	153-	-	CHECK ENGINE LIGHT AND		8/31/2023 OPP
50805	8/31/2023	2349	EMPIRE TRUCKS	35176	153-	-	STOP ENGINE LIGHT FOR		8/31/2023 OPP
50805	8/31/2023	2349	EMPIRE TRUCKS	35176	153-	-	DUMP TRUCK D3144		8/31/2023 OPP
50805	8/31/2023	2349	EMPIRE TRUCKS	35176	153-	-	ESTIMATE		8/31/2023 OPP
							* P.O. TOTAL *	3000.00	
50806	8/31/2023	3175	G & O SUPPLY CO, INC	35175	153-	-	(4) 12"X30" PLASTIC PIPE	1208.40	8/31/2023 OPP
50806	8/31/2023	3175	G & O SUPPLY CO, INC	35175	153-	-	(2) 18"X30" PLASTIC PIP	1116.60	8/31/2023 OPP
50806	8/31/2023	3175	G & O SUPPLY CO, INC	35175	153-	-	(2) 24"X30" PLASTIC PIP	1870.80	8/31/2023 OPP
50806	8/31/2023	3175	G & O SUPPLY CO, INC	35175	153-	-	DEL TO		8/31/2023 OPP
50806	8/31/2023	3175	G & O SUPPLY CO, INC	35175	153-	-	4032 HWY 46		8/31/2023 OPP
50806	8/31/2023	3175	G & O SUPPLY CO, INC	35175	153-	-	CEDAR BLUFF		8/31/2023 OPP
							* P.O. TOTAL *	4195.80	
50807	8/31/2023	1470	CLAY COUNTY CO-OP	35071	041-	-	3 BAGS OF DOG FOOD	150.00	8/31/2023 OPP
							* P.O. TOTAL *	150.00	
50808	8/31/2023	8855	UNIVERSITY SCREENPRINT	35072	001-	-	XL POLO SHIRTS - BLACK	225.00	8/31/2023 OPP
50808	8/31/2023	8855	UNIVERSITY SCREENPRINT	35072	001-	-	XL POLO SHIRTS-CHARCOAL	180.00	8/31/2023 OPP
50808	8/31/2023	8855	UNIVERSITY SCREENPRINT	35072	001-	-	3XL POLO SHIRTS-BLACK	96.00	8/31/2023 OPP
50808	8/31/2023	8855	UNIVERSITY SCREENPRINT	35072	001-	-	3XL POLO SHIRTS-CHARCOA	96.00	8/31/2023 OPP
50808	8/31/2023	8855	UNIVERSITY SCREENPRINT	35072	001-	-	L LADIES POLO- BLACK	225.00	8/31/2023 OPP
50808	8/31/2023	8855	UNIVERSITY SCREENPRINT	35072	001-	-	L LADIES POLO-CHARCOAL	225.00	8/31/2023 OPP
50808	8/31/2023	8855	UNIVERSITY SCREENPRINT	35072	001-	-	XL POLO-WHITE	90.00	8/31/2023 OPP
50808	8/31/2023	8855	UNIVERSITY SCREENPRINT	35072	001-	-	XL POLO-GREEN	405.00	8/31/2023 OPP
							* P.O. TOTAL *	1542.00	

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P.O. NUMBER	DATE ORDERED	VENDOR NUMBER	VENDOR NAME	REQ. NUMBER	FND-DPT-OBJ NUMBER	DESCRIPTION	ITEM	AMOUNT	DISPOSITION
50809	8/31/2023	2344	ELMO'S MILITARY SURPLUS	35073	001-	XL SHIRT		50.00	8/31/2023 OPP
								50.00	

* P.O. TOTAL *

*** GRAND TOTAL ***

749243.23

FUND SUMMARY

001 GENERAL COUNTY	93228.51
155 DISTRICT 5 ROAD	125944.60
072 BRYAN PUBLIC LIBRARY	1293.00
152 DISTRICT 2 ROAD	112395.00
151 DISTRICT 1 ROAD	118011.32
040 SHERIFF'S INMATE CANTEEN	38495.00
041 SHERIFF'S CANINE DRUG UNIT	200.00
153 DISTRICT 3 ROAD	119275.80
154 DISTRICT 4 ROAD	140400.00

	749243.23

0517

EXHIBIT J

0518

To: courtadmin@coahomacountyms.gov; r.snell@co.harrison.ms.us;
ttnes@pearlrivercounty.net; scottnewtoncourt@gmail.com; southerndreams14
@ymail.com; youthcourt@waynecountyms.gov; jkcyouthcourt@yahoo.com;
adriac.davis@gmail.com; amandaevans216@gmail.com; kgardner@rankincounty.org;
rachelh@co.warren.ms.us; kaylahatcher@gmail.com; shoda@co.forrest.ms.us;
elizabeth_keenana@co.jackson.ms.us; alicia.louisville@madison-co.com;
dmarshall@lauderdalecounty.org; mmartin@pearlrivercounty.net;
dmassey@lauderdalecounty.org; cmoore@co.hinds.ms.us; dmyers@claycounty.ms.gov;
rogle@desotocountyms.gov; candace.payne-johnson@co.hancock.ms.us;
jamie_peoples@co.jackson.ms.us; ssatcher@adamscountyms.gov;
cseale@franklincountyms.org; jthompson@rankincounty.org;
vunderwood@co.harrison.ms.us; awallace@co.hinds.ms.us; pwallace@co.forrest.ms.us

Subject: Fall Court Administrator Conference Announcement



Deborah Myers
10/25-10/27
Biloxi, MS

September 18, 2023

Court Administrators,

Please read this announcement thoroughly.

We look forward to having the upcoming Court Administrators Fall 2023 6-hour Continuing Education Course at the Golden Nugget, Biloxi, MS on October 26 – 27.

I will be making the reservations via a rooming list and if you require Wednesday night, October 25th accommodations, please note that on your registration. This night would be on your own for payment and **not** direct billed to the MJC. The rate is \$104.98. The hotel cutoff date is Monday, October 2nd.

We, MJC, hope to have all Court Administrators attend in-person this year barring any emergency orders from the Supreme Court. There will be a case by case approach to absences or attending via Zoom. We will, however, be offering deputy clerks the ability to join the conference via Zoom to allow for information to be disseminated in real time from the speakers. Please have them register for the conference and select the appropriate boxes so that as we approach September we can send out the Zoom registration. We will also be recording the sessions so that anyone can go back and re-watch at their convenience.

We look forward to seeing everyone at the Golden Nugget for the conference. **As always, please contact me if you have any questions or concerns.**

Please click here for your registration form: <https://forms.gle/yHJNZVFTA9BwqPnt5>

Any questions you want answered please put them on the registration form. We will forward them to the correct department or have any panels discuss them.

Warm Regards,
Tracey Daniel and MJC Events Team

From: Google Forms <forms-receipts-noreply@google.com>
Sent: Tuesday, September 19, 2023 9:48 AM
To: dmyers@claycounty.ms.gov
Subject: Court Administrators Fall 2023



Thanks for filling out Court Administrators Fall 2023

Here's what was received.

[Edit response](#)

Court Administrators Fall 2023

Hotel Rooming Deadline is Monday, October 2, 2023

Conference Dates: October 25-27, 2023

Location: Golden Nugget ~ Biloxi, MS

Venue Address: 1501 Beach Blvd., Biloxi, MS 39530

For Questions: contact Tracey at (662) 915-1226 or (904) 200-5609 or by email: tracey@olemiss.edu

Email *

dmyers@claycounty.ms.gov

First Name *

Deborah

Last Name *

Myers

Court and Position *

Chancery Court Administrator

Circuit Court Administrator

Youth Court Administrator

Chancery Deputy Court Administrator

Circuit Deputy Court Administrator

Youth Deputy Court Administrator

Municipal Court Administrator

Other:

Cell Phone Number *

Please use the following format when inputting your phone number; ###-###-####

662-494-4912

County or Court District or Municipality *

Clay

Will you attend in-person or virtual? *

In- Person - Hotel

In-Person - Commuter

Virtual

Hotel Reservations

I will be submitting a rooming list.

Arrival Date

The conference will start on Thursday, 10/26 afternoon between 12:30 to 1:00 p.m. If you want to arrive the day before and get the conference rate, please put 10/25 and you will be responsible for that night's rate.

10/25/23

of guests in the room?

If it is just you, please put 1. If you have a guest, please include yourself in the count.

2

Name of guest(s)

This will allow you guest's name to be added to the reservation in case they need to access the room without your being present.

Earnest Herring

Please list any special needs for your hotel reservations.

Please list any questions to be addressed at the conference.

MJC Reimbursement Policy *

By checking the box, I acknowledge that MJC requires 80% attendance to be eligible for reimbursement.

[Create your own Google Form](#)

[Report Abuse](#)

EXHIBIT K

0523

IN THE CIRCUIT COURT OF CLAY COUNTY, MISSISSIPPI

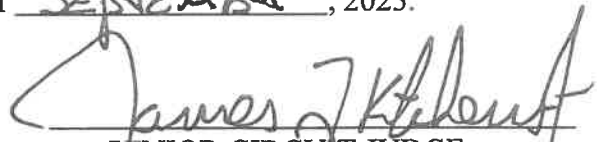
IN RE: APPOINTMENT OF INTERIM PART-TIME PUBLIC DEFENDER

Came on to be considered by the Court the matter of appointing an interim part-time Public Defender in Clay County due to the Honorable Marlin Stewart being gone on military orders. This order is effective starting September 1, 2023 until Hon. Marlin Stewart returns from military orders. The Court does therefore appoint the Honorable Clarissa Harris as the interim part-time Public Defender in Clay County, Mississippi. This appointment shall take effect September 1, 2023.

The interim public defender shall be paid \$3,246.35 per month. The Honorable Marlin Stewart will still be paid also.

The Circuit Clerk is directed to send a copy of this order to each of the above listed attorneys and to the Clay County Board of Supervisors.

SO ORDERED, this the 11th day of September, 2023.


SENIOR CIRCUIT JUDGE

179/193

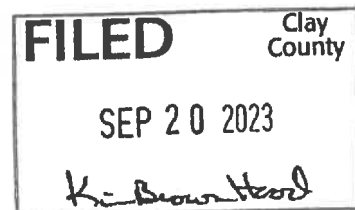


EXHIBIT L

0525

STATE OF MISSISSIPPI

SCOTT W. COLOM
DISTRICT ATTORNEY

COLLEN HUDSON
Assistant District Attorney

BENJAMIN LANG
Assistant District Attorney

Telephone (662) 329-5911



Post Office Box 1044
Columbus, Mississippi 39703

MARC AMOS
Assistant District Attorney

P. TRINA DAVIDSON-BROOKS
Assistant District Attorney

BENJAMIN RUSH, JR.
Assistant District Attorney

Facsimile: 662) 327-1854

September 9, 2023

Valeria c/o Payroll Dept.
1121 Main Street
Lowndes County, Columbus MS

Re: Notice of Separation of Employment for Steven Woodruff

Dear Valeria:

This letter serves as an official notification regarding Steven Woodruff who has separated his employment with the District Attorney's Office. Mr. Woodruff was paid under the supplemental salary pursuant to Miss. Code Ann. §25-31-10.1 with the job position of Bad Check Director and his last date of employment will be Friday, September 9, 2023. Also, please provide a copy of this letter to the Board of Supervisors as required under the notice statute.

Should you require further information, please do not hesitate to contact me at the telephone number above.

Sincerely,

A handwritten signature in black ink, appearing to read "SCOTT W. COLOM".

Scott W. Colom, District Attorney
16th Cir. Judicial District-MS

cc: Delois Farmer, Oktibbeha County Administrator
LaFrance Boyd, Clay County Administrator
Noxubee County Administrator

Received On This Date
Clay County Chancery Clerk

SEP 18 2023

Amy G. Berry
Chancery Clerk

0526

STATE OF MISSISSIPPI

SCOTT W. COLOM
DISTRICT ATTORNEY

COLLEN HUDSON
Assistant District Attorney

BENJAMIN LANG
Assistant District Attorney

Telephone (662) 329-5911



MARC AMOS
Assistant District Attorney

P. TRINA DAVIDSON-BROOKS
Assistant District Attorney

BENJAMIN RUSH, JR.
Assistant District Attorney

Post Office Box 1044
Columbus, Mississippi 39703

Facsimile: 662) 327-1854

September 9, 2023

Valeria c/o Payroll Dept.
1121 Main Street
Lowndes County, Columbus MS

Re: Notice of Employee Hire

Dear Valeria:

This letter serves as an official notification regarding supplemental salary for P. Trina Davidson-Brooks who will commence employment on Monday, September 11, 2023, as permitted pursuant to Miss. Code Ann. §25-31-10.1. Mrs. Davidson's job position will be Bad Check Director at a pay rate of \$2.40 per hr. and/or \$5,000.00 yearly salary to be paid accordingly with the work pay periods. A new hire employee package will be provided upon completion thereof. Also, please provide a copy of this letter to the Board of Supervisors as required under the notice statute.

Should you require further information, please do not hesitate to contact me at the telephone number above.

Sincerely,

A handwritten signature in black ink, appearing to read "SCOLM", written over the word "Sincerely,".

Scott W. Colom, District Attorney
16th Cir. Judicial District-MS

cc: Delois Farmer, Oktibbeha County Administrator
LaFrance Boyd, Clay County Administrator
Noxubee County Administrator

Received On This Date
Clay County Chancery Clerk

SEP 18 2023

Amy G. Barry
Chancery Clerk

0527

EXHIBIT M

IN THE CIRCUIT COURT OF CLAY COUNTY, MISSISSIPPI

IN RE: RECUSAL OF THE CLAY COUNTY JUSTICE COURT JUDGES AND APPOINTMENT OF A SPECIAL JUDGE


Comes now the Court and considers a notice of recusal filed with this Court by all the Justice Court Judges of Clay County, Mississippi in a case, cause number 38217, styled Melissa Turner vs McBrayer Quick Lube. The Court does find the recusal notice well taken, and does hereby appoint the Honorable Larnzy Carpenter, Jr., a Justice Court Judge from Oktibbeha County, Mississippi, as the judge to hear this matter in Clay County.

The Circuit Clerk of Clay County is directed to send a copy of this order to the Justice Court Clerk of Clay County, Mississippi, and to Judge Larnzy Carpenter, Jr, Oktibbeha County Justice Court Judge.

SO ORDERED, this the 29th day of June 2023.


CIRCUIT JUDGE

STATE OF MISSISSIPPI
COUNTY OF CLAY
I, Kim Brown Hood, Circuit Clerk in for said county
and state do hereby certify that the above is a true and
correct copy of Appt. of Judge as same
appears on record in Clay County in the
office of Circuit Clerk at West Point, Mississippi.

Given under my hand and official seal this
the 21st day of September A.D. 2023
KIM BROWN HOOD, Circuit Clerk
CLAY COUNTY, MISSISSIPPI
By 

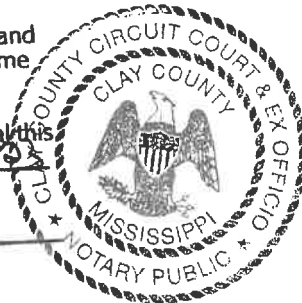


EXHIBIT N

CLAY COUNTY JUSTICE COURT

PO BOX 674

26089 W. MAIN STREET

WEST POINT MS. 39773

COST BILL

DATE: 9/22/2023

TYPE OF SERVICE:

Judge on Appointed case

DATE OF SERVICE: ^(S) 7/28/23 + 8/3/2023

CAUSE NUMBER: 38217

AMOUNT DUE: \$52.80

PAYEE: Larnzy Carpenter
104 Felix Long Dr.
Starkville MS 39759

RESPECTFULLY SUBMITTED,

Christy Holcombe

EXHIBIT O

IN THE JUSTICE COURT OF CLAY COUNTY
WEST POINT, MISSISSIPPI

STATE OF MISSISSIPPI

VS.

EDGAR OMAR NUNEZ BAUTISTA

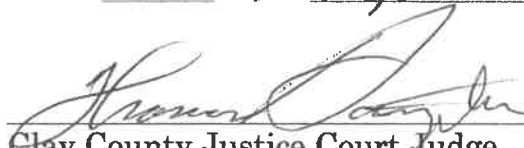
CAUSE NO: 1023118
1023119
DEFENDANT

ORDER GRANTING COURT INTERPRETER'S FEES

THIS CAUSE came on for consideration an itemized statement (attached hereto as exhibit "A") for time and expenses incurred by Sarah Schnaithman, Registered Court Interpreter, for providing court interpreting services for the Court. The Court, having appointed said interpreter, and upon reviewing Exhibit "A", finds that the interpreter shall be paid for interpreting services rendered.

Accordingly, the court does hereby allow the sum of \$146 as compensation and reimbursement to be paid to the Court Interpreter by the county, pursuant to the terms of the aforementioned invoice, attached hereto as Exhibit "A".

SO ORDERED AND ADJUGED, this, the 21 day of September, 2023.


Clay County Justice Court Judge



Received On This Date
Clay County Chancery Clerk

SEP 21 2023

Amy G. Berry
Chancery Clerk

Sarah Schnaithman, Esq.
The Law Firm, Bufete Legal, LLC.

INVOICE

201 3RD AVE N, SUITE 11
AMORY, MS 38821-3413
678-381-1841

INVOICE # 9212023
DATE: SEPTEMBER 21, 2023

TO:
CLAY COUNTY JUSTICE COURT
218 W Broad St
West Point, MS 39773
662-494-6140

REMIT PAYMENT TO:
Sarah Schnaithman, Esq.

TERMS:
NET 30 DAYS

DATE	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
9/21/23	34.8 miles	Travel from office in Amory, MS to Clay County Court	\$0.66 / mile	\$23
9/21/23	1 hr	Time in Court for interpretation (1 pm - 2:30 pm)	\$100 / hour	100
9/21/23	34.8 miles	Travel from Court back to office in Amory, MS	\$0.66 / mile	\$23

TOTAL DUE **146**

Remit payments to Sarah Schnaithman, Esq.

TOTAL AMOUNT DUE FOR CONTRACTED SERVICES	TOTAL AMOUNT PAID TO DATE	TOTAL AMOUNT OUTSTANDING
\$ 146	\$0	

PAYMENTS CAN BE MADE BY THE FOLLOWING:

- Cash delivered in person to the office address at the top of this invoice. (Please call before stopping by.)
 - Checks or money orders sent to the address at the top of this invoice.
 - PayPal payments directed at: lawfirm.bufetelegal@gmail.com
 - Venmo payments: @Sarah-Schnaithman
 - CashApp payments: \$SarahCirlLaw
- Any balance remaining after 60 days will incur a \$25 late fee penalty.

201 3rd Ave. N., Suite 11, Amory, MS 38821 (678) 381-1841 sarah@lawfirmbufetelegal.com
Admitted to Practice in State & Federal Courts in Mississippi (Including Immigration Court)
MS Administrative Office of the Courts, Registered Court Interpreter (Spanish)
Adjunct Faculty, University of Mississippi School of Law, Oxford, Mississippi

0534

EXHIBIT P

0535



CADENCE EQUIPMENT FINANCE

9/26/2023

Sent via: aberry@claycounty.ms.gov

Clay County, MS

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: Cadence Equipment Finance, a division of Cadence Bank
2. Lessee: Clay County, MS
3. Equipment Description: One (1) New 2023 Dodge Ram 2500 with equipment and One (1) New 2023 Dodge Ram 2500 2WD
4. Equipment Cost: \$126,508.00
5. Lease Term: 4 and 5 Years
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)

48 monthly payments of \$2,958.30 arrear
60 monthly payments of \$2,432.83 arrear
7. Lease Rate: 5.78%
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to an increase **of the prime rate above 8.50%**. Any extension of the funding or delivery date must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.
10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such an event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. **Bank Qualification:** This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**
12. **Tax Status:** This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
13. **Net Lease:** This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
14. **Financial Statements:** Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness
15. **Lease Documentation:** This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to Cadence Equipment Finance. **The proposal is subject to approval by Cadence Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 10/26/2023. Extensions must be approved by the undersigned

Any concerns or questions should be directed to Jonathan King at 228-223-4642 or Jonathan.King@cadencebank.com.

Jonathan King

Jonathan King
Municipal Territory Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: _____
Title

Date: _____



September 26, 2023

Clay County, MS
Amy G. Berry, Chancery Clerk
365 Court Street
PO Box 815
West Point, MS 39773

Bank of Commerce
Bruff Sanders
5549 Highway 45 North
West Point, MS 39773

RE: Bank of Commerce: Loan Bid Request – Dated September 25, 2023

Ladies and Gentleman:

Thank you for the opportunity to bid on your financing needs for the purchase of a 2023 Dodge Ram 2500 Crew Cab Diesel Truck and a 2023 Dodge Ram 2500 2WD Gasoline Truck totaling \$126,508.00. Based on your request, our bid is as follows:

TERM	INTEREST RATE	ESTIMATED PAYMENT AMOUNT
48 Monthly Payments of Principal and Interest	7.75%	\$3,073.61
60 Monthly Payments of Principal and Interest	7.60%	\$2,540.98

There will be no fees charged to the County to originate this financing.

Please accept this letter as our bid for your financing needs. If any further information is required or you have questions, please contact me.

Respectfully,

Bruff Sanders
Executive Vice President

P.O. Box 546
Greenwood, MS 38935
662-453-4142
www.bankcom.com

NO. _____

**IN THE MATTER OF AUTHORIZING AND APPROVING THE SUBMISSION OF THE LOCAL
GOVERNMENT RECORDS GRANT IN THE AMOUNT OF \$12,000 TO THE MISSISSIPPI
DEPARTMENT OF ARCHIVES AND HISTORY AND OF THE
20% LOCAL MATCH COMMITMENT**

There came on this day for consideration the matter of authorizing and approving the submission of the Local Government Records Grant in the amount of \$12,000 to the Mississippi Department of Archives and History and of the 20% local match commitment.

It would appear to this Board the Chancery Clerk, Amy Berry, is requesting to apply for the Local Government Records Grant through the Mississippi Department of Archives and History in the amount of \$12,000, and;

It would appear to this Board the grant application would be to purchase much needed shelving systems and storage boxes to organize and properly maintain for record retention purposes the County's record room, currently located on the second floor of the Henry Harris Building, and;

It would, further, appear to this Board the amount of the grant is \$12,000, with \$10,000 of the proceeds funded through the Mississippi Department of Archives and History and \$2,000 funded by the County representing the local 20% match portion.

Supervisor Deanes moved to authorize and approve of the submission of the Local Government Records Grant application and of the commitment of the County's 20% matching portion. The motion was seconded by Supervisor Lummus. The motion carried unanimously, with all members of the Board voting "AYE".

SO ORDERED, this the 28th day of September, 2023.



LYNN HORTON, PRESIDENT
BOARD OF SUPERVISORS
CLAY COUNTY MISSISSIPPI

ATTEST:

AMY G. BERRY, CHANCERY CLERK
CLERK OF THE BOARD
CLAY COUNTY MISSISSIPPI

**Local Government Records Grant
Grant Application and Guidelines**

ROUND FOUR – 2023



**Mississippi Department of Archives and History
Local Government Records Office
Post Office Box 571
Jackson, MS 39205-0571**

**601-576-6604
locgov@mdah.ms.gov**

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Introduction

The Local Government Records (LGR) Office, established in § 39-5-9, *Mississippi Code of 1972 (MCA)*, as amended, provides education to local governments on records management practices, establishes records management standards, and prepares records retention schedules. Funded entirely by the \$1 records management filing fee collected in participating counties and municipalities per *MCA* § 25-60-5, the LGR Office provides advice and assistance to Mississippi's local governments to improve their records management practices throughout the state.

All participating counties are eligible for this grant. Each grantee can be reimbursed up to a maximum of \$10,000 with a 20% match. There will be five or more grants, totaling \$50,000. A county **cannot** apply for this grant without collecting the additional records management fee as described in *MCA* § 25-60-5.

An order officially adopting the fee must be recorded in the minutes of the Board of Supervisors. The Mississippi Department of Archives and History (MDAH) must receive a certified copy of the applicable page(s) of the minutes. Currently, there are 79 participating counties in Mississippi:

Adams, Alcorn, Amite, Attala, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Claiborne, Clarke, Clay, Coahoma, Copiah, Covington, DeSoto, Forrest, Franklin, Greene, Grenada, Hancock, Harrison, Hinds, Holmes, Humphreys, Issaquena, Itawamba, Jackson, Jasper, Jefferson, Jefferson Davis, Jones, Lafayette, Lamar, Lauderdale, Lawrence, Leake, Lee, Lincoln, Lowndes, Madison, Marion, Marshall, Monroe, Montgomery, Neshoba, Newton, Noxubee, Oktibbeha, Panola, Pearl River, Perry, Pike, Pontotoc, Prentiss, Quitman, Rankin, Scott, Sharkey, Simpson, Smith, Stone, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Walthall, Warren, Washington, Wayne, Webster, Wilkinson, Winston, Yalobusha, and Yazoo.

Part I: Schedule

The applications will be accepted via USPS through close of business, **Monday, October 2, 2023 at 5:00 PM CST**. All applications must be received, or postmarked, before the deadline for consideration.

Lauren Harmon, Grant Administrator
Local Government Records Office
MS Dept. of Archives and History
Post Office Box 571
Jackson, MS 39205-0571

We will not accept telephone inquiries about the status of the selection process. Any written questions related to the proper completion of applications or clarification of the application packet must be received by **July 20, 2023 at 5:00 PM CST**. The responses will be posted online on August 1. LGR Staff will be unable to answer any questions regarding the grant application after the question deadline. All questions should be sent to locgov@mdah.ms.gov.

The grant awards will be determined by the MDAH Board of Trustees in January 2024, and all notifications will take place in writing after that time. **All grantees must wait to begin projects until a formal agreement has been executed between the applicant and MDAH to be eligible to receive reimbursement under this grant.** All grant projects must follow prescribed benchmarks and must be completed as agreed upon. **All funds not expended by October 31, 2024, will be canceled or reprogrammed.**

Part II: Requirements

A. Eligibility

1. **Applicant Eligibility** – The applicant must be from a fee-collecting county. Applications are limited to **ONE** per county, but grant awards may be dispersed among multiple offices. A community partner, such as a historical society or public library, may be included **ONLY IF** they store publicly accessible county records and have daily operating hours consistent with the county.
2. **Property Ownership** – The buildings must be owned or operated by the state, city, or county government; school district; or non-profit organization. Any tangible assets purchased with grant funds must be placed on the county inventory following procurement.
3. **Eligibility of Proposed Work Items** – The grant monies must be used as specified in the application—meaning all purchases must directly or indirectly relate to the preservation and storage of archival/historical records. All work must conform to MDAH Guidelines and Standards and the procurement laws of Mississippi. The grant funds **CANNOT** be used to pay salaries or wages.

The grant **cannot** be used to reimburse expenses of work done before or after the period specified in the Memorandum of Agreement.

4. **Eligible Items Include** –
 - Shelving: Bulk Rack, Mobile Aisle, Roller Docket, or Open Shelving. It **must** be low-VOC painted or powder-coated steel.
 - Equipment for Digitization or Storage of Electronic Records
 - Archival Preservation Supplies
 - Book Rebinding or Repairs
 - Ultraviolet Film for Windows and Lighting
 - Vendor Digitization and Indexing Projects (**must** follow MDAH reformatting standards)
 - HVAC Upgrades to Areas Containing Archival or Historic Records
5. **Ineligible Items Include (NOT EXHAUSTIVE)** –
 - Salary or Wages
 - Architectural or Engineering Fees
 - Routine or Annual Maintenance
 - Destruction of Eligible Temporary Records (e.g., Shredding)

B. Project Personnel

Each project shall have a coordinator to serve as a representative for the grantee and as the primary point of contact with the LGR Grant Administrator. The coordinator will be responsible for overall project administration, as well as ensuring that there is timely progress and completion of all work therein. There are no academic or professional requirements for this position.

If the project requires architectural or engineering services to determine the appropriate floor load or arrangement of shelving or other equipment, all verifications by the professional must be submitted **WITH** the application.

C. Funding Levels

MDAH reserves the right to offer partial grant awards in monetary amounts less than the amount originally requested. In such cases, the applicant must decide whether or not to modify the proposed scope of work. If the applicant declines, the Board of Trustees will redistribute the money.

D. Matching Shares

All funds distributed through this grant are awarded in the form of a matching share. The grantees must supply a cash match no less than 20% of the grant dollars requested. Any project with a larger match will score higher; however, any amount offered must be guaranteed.

Example of Matching Share

Request: \$10,000 + Match: \$2,000 = Total Project Cost: \$12,000
Grant Award + 20% of Grant Award = Total Cost

The match can come from private donations, local or federal funds, or a combination—but ALL must be guaranteed at time of application. Applicants must provide certification of matching share.

E. Reimbursement Requests

The grantee will receive reimbursement **after** providing appropriate documentation showing that project costs have been incurred and completing a final inspection with the LGR Office. All applicants should be prepared to cover all project costs prior to receiving reimbursement. The specific instructions on filing reimbursements will be supplied to grantees.

Part III: Grant Selection Criteria

All applicants must meet criteria one through three for grant consideration, while priority levels will be measured accordingly with criteria four through nine.

1. Applicants must be **actively participating** in the records program identified in MCA § 25-60-5, at the time of application, meaning at least one office within the county must be regularly collecting the records management fee.
2. Applicants must provide **matching funds certification** equal to at least 20% of the awarded grant. There will be no amendments to lower the match percentage amount.
3. Applicants must demonstrate that the organization has clearly defined, obtainable goals, reasonable expectations of the work involved, and detailed **budget** estimates. The **work plan** should be outlined in the grant application with a detailed budget by item and model number where applicable.

Priority Will Be Given to the Following:

4. The length of time that the county has collected the records management fee—based on minutes showing approval by the Board of Supervisors.
5. Those counties collecting the records management fee in **ALL eligible** offices—applicants must list all collecting offices in application.
6. The projects that best meet the records management standards identified by MDAH and the LGR Office.
7. Those counties that have actively utilized the services of the LGR Office (e.g., attended workshops or requested A Day at Your Disposal).
8. Those counties that have previously received grant amounts less than \$10,000 will be considered for the remaining balance in a subsequent project.
9. Those counties that have not previously received LGR Grant monies.

Part IV: Instructions for Applying for Funds

The applicant should read this entire application before completion—all required forms are included within. If the instructions are not followed, said application will **not** be considered.

A. Application Checklist

This checklist provides instructions on how to assemble the application. It must be submitted with your application, acting as its first page.

B. Application

1. **Project Title:** This title should reflect the proposed work to be completed. For example, "Yoknapatawpha County Courthouse Chancery Shelving."
2. **Project Address:** The physical address (or description) of the property where the project will be completed. If installing shelving, include the floor level (e.g., second floor) within the address.
3. **Project Description:** There should be a clear description of the proposed project (1-2 sentences). This information will be presented to the Board of Trustees.
4. **Project Budget:** Applicants must specify the amount of grant funds requested, their matching share, and the total project cost. These figures must equal the figures in the project budget section and matching share forms. (Hint: total project cost should equal at least 1.2 times the grant amount requested.)
5. **Project Applicant:** Applicants must have legal authority to apply and accept legal and financial responsibility for the project.
6. **Project Coordinator:** Identify the person designated by the project applicant to administer the project—this person will be the primary contact for MDAH.
7. **Property Owner:** The building must be owned or operated by the state, city, or county government; school district, or non-profit organization.
8. **Tax Identification Number (TIN):** This is required under state auditing and income tax regulations. A copy of your W-9 must also be attached to the application under supporting information.

9. Miscellaneous Information: These questions will help LGR staff with the rating process. This information can be located in your minutes.

C. Project Plan and Budget Breakdown

The plan should detail the specific actions needed to complete the project based on your proposed timeline (e.g., March 2024 – The coordinator will contact vendor to finalize proposed estimates). The budget should include a line item breakdown of the proposed costs of the project.

D. Estimates from Vendor(s)

The applicant must receive estimates from vendor(s) for the proposed project, attaching them to the application. If purchasing items through online catalogs, applicants must provide a screenshot showing the title of product with item number, current price of product, and photograph of product.

E. Color Digital Images (IF APPLICABLE)

If installing shelving, you must provide several original images to convey the proposed location of the shelving in its current condition. If rebinding or repairing books, you must provide several original images to convey their condition. All images must be high-resolution. They will be presented to the Board of Trustees, as well as to provide before and after examples of work.

F. Certification of Matching Share

All applicants must have a cash match not less than 20% of the requested grant amount in-hand or guaranteed at the time of application. If any part is provided by entities other than the applicant, attach letters showing firm and binding commitments for promised donations. The certification of matching share must be signed by a person legally authorized to commit the funds. In-kind matches are not eligible.

G. Letter(s) of Support from Partnering Entity (IF APPLICABLE)

If the project involves a partner organization, such as a historical society or library, at least one (1) signed letter of support from that organization must be submitted with the application. While not required, additional letters of support may come from the local historical society, public library, or other interested parties in order to demonstrate support for the proposed project. The letters must demonstrate interest in the specific grant proposal.

H. Supporting Information

1. A copy of the Board of Supervisors Order from the Official Minutes showing participation in the records management program that specifies which offices collect the \$1 records management fee. If you are unable to locate

your original minutes, you must provide another board order explaining how long you have been collecting the fee.

2. A copy of the Board of Supervisors Minutes demonstrating board approval of the project and application, as well as familiarity with all the terms and conditions of the grant as stated in the Statement of Understanding.
3. A completed W-9 Form.

I. Statement of Understanding

The applicants must sign to acknowledge that they have read, understood, and agreed to the conditions of this grant.

Part V: Forms

Application Checklist

County Name _____

Application (IN ORDER)

- Application Checklist
- Application
- Project Plan & Budget Breakdown
- Estimates from Vendor(s) or Product Page
- Color Digital Images (IF APPLICABLE)
- Certification of Matching Share
- Letter(s) of Support from Partnering Entity (IF APPLICABLE)
- Supporting Information
 - Board Minutes Authorizing Fee Collection
 - Board Minutes Showing Dedication to Grant Submission
 - Completed W-9 Forms
- Signed Statement of Understanding

Your application should be stapled in the upper left hand corner – please do not submit a bound application. The ‘Application Checklist’ should appear first.

The applications will be accepted via USPS through close of business, **Monday, October 2, 2023 at 5:00 PM CST.**

Lauren Harmon, Grant Administrator
Local Government Records Office
MS Dept. of Archives and History
Post Office Box 571
Jackson, MS 39205-0571

All applicants are encouraged to submit early and make additional copies of documentation for their records. **You should return only PART V.**

Application

All applicants must read full application before completion – incomplete or inaccurate applications will NOT be considered.

Project Title _____

Project Address (or Location Description)

Project Description

Project Budget

Total Requested Funds (MAX. \$10,000) _____

Matching Funds by Applicant (MIN. \$2,000 OR 20%) _____

Total Project Cost _____

Project Applicant

Contact Name County Title

Mailing Address City State ZIP

Phone Number Email Address

Project Coordinator SAME AS ABOVE

Contact Name County Title

Mailing Address City State ZIP

Phone Number Email Address

Property Owner

Owner's / Entity Name

Contact Name

County Title

Mailing Address

City

State

ZIP

Phone Number

Email Address

Tax Identification Number (Attach W-9) _____

Miscellaneous Information

What year did the county begin collecting the fee? _____

Which offices collect the fee?

Project Plan & Budget Breakdown

Project Plan (Include Estimated Timeline)

Budget Breakdown

Certification of Matching Share

I certify that the matching share funds identified above are available and will be allocated only to the Local Government Records Management Grant project described in this application and titled:

Project Title

Name and Title of Authorized Representative

Signature

Date

Statement of Understanding

Mississippi Department of Archives and History

With respect to grants received from the Mississippi Department of Archives and History (MDAH), applicants indicate by their signatures they have read, understand, and agree to this Statement of Understanding. Failure to comply will result in cancellation of the grant.

1. This is a request for consideration for a grant and does not constitute a commitment for funding from the Local Government Records Management Grant Program administered by MDAH.
2. Individuals submitting this grant request on behalf of applicants have the necessary authority to request consideration of this project by MDAH.
3. This is a cash matching grant program in which only a portion of the total project cost can be supplied by the grant funds. Matching share will be supplied by applicants in the form of cash. In-kind matches will not be considered or credited to applicants. **There will be no amendments to lower the match percentage amount.**
4. No work paid for by this grant application is to begin until applicants have been notified in writing that the grant has been approved and have accepted in writing the terms and conditions of the grant. Funds will not be released until after the project has been confirmed as complete.
5. If a grant is received, the county must place on its inventory any tangible assets purchased with the grant funds and maintain those assets throughout the life of the assets.
6. If a grant is received, all obligations for material work are to be paid by the grantee, which will then receive reimbursement from the Department of Finance and Administration, based on prior agreement and approval by MDAH upon project completion.
7. Grants will be administered in accordance with all applicable state laws, regulations, policies, requirements, and guidelines, including Title VI of the 1964 Civil Rights Act, non-discrimination on the basis of disability, and equal employment opportunity and labor laws.
8. Procurement actions will be conducted in accordance with the State of Mississippi bidding and procurement laws.
9. All costs charged to the grant project will be in payment of approved budget items.

10. Adequate resources will be available for the completion of the proposed project and the continued operation and public access to the records of the county.
11. An adequate financial management system (and audit procedure when deemed applicable) will be maintained to provide control of all property, funds, and assets during the grant period.
12. The project, if funded, will be carried out in accordance with the guidelines set forth by the Local Government Records (LGR) Office and will be completed within the allotted time.
13. Applicants will cooperate with MDAH staff in meeting all requirements.
14. Additional administrative requirements and project-specific conditions may be a part of any grant offer made by MDAH as a result of this application.
15. **Hold harmless and indemnification.** The county receiving the grant funds for a project will hold harmless and indemnify MDAH, Board of Trustees, Staff, and agents from any and all liabilities that arise from the purchase, installation, and use of materials purchased and all other aspects of compliance with this grant.
16. **Failure to comply with the conditions set forth in this Statement of Understanding will result in cancellation of the grant.**

The applicant recognizes and agrees that any state financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the State of Mississippi reserves the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and on the person or persons whose signature(s) appear below and who is/are authorized to sign this assurance on behalf of the applicant.

Applicant Date

Name and Title of Authorized Representative

Signature Date

Part VI: Appendices

Appendix A

Glossary of Grant Descriptions

Disposition — The transfer of records, especially noncurrent records, to their final state as described in a retention schedule.

Digitization — The process of converting hard copies of paper records or other non-digital records into digital formats such as digital text, photographs, maps, microfilm, and other digital media.

Local Government Records (LGR) Office — The Local Government Records Office provides advice and assistance to counties, municipalities, and other local government entities in managing their records. The Mississippi Legislature established the LGR Office in § 39-5-9, MCA.

Local Government Records Program — The LGR Office is funded by a \$1 fee added to any document filed in a county or municipal office for which a fee is already charged. The local government keeps half of the fee collected and remits the other half to the Local Government Records Fund. While all municipalities are required to collect the fee, each county's Board of Supervisors must vote to approve collection of the fee (MCA § 25-60-5). The local government's portion of the fee collected is to be used to properly manage the records of the local government, including personnel services, contractual services, commodities, or equipment.

Mississippi Department of Archives and History (MDAH) — The Mississippi Department of Archives and History was founded in 1902. A comprehensive historical agency, the department collects, preserves, and provides access to the archival resources of the state, administers museums and historic sites, and oversees statewide programs for historic preservation, government records management, and publications. MDAH is governed by a nine-member board of trustees.

Preservation — (1) The act of keeping from deterioration, loss, decay, or destruction, especially through noninvasive treatment; (2) Law — The obligation to protect records and other materials potentially relevant to litigation and subject to discovery.

Project Coordinator — Represents the grantee in project administration, ensures the progress and timely completion of all work, and submits reports and reimbursement requests to MDAH. The project coordinator is the contact person for all correspondence relating to the project. There are no academic or professional requirements.

Public Records — "... all documents, papers, letters maps, books, tapes, photographs, films, sound recordings or other materials regardless of physical form or characteristics made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency or by any appointed or elected official."

(MCA § 25-59-3 (b))

Records Management — The systematic approach to the creation, use, maintenance, storage and disposition of records throughout the information life cycle.

Shelving — There are several types of shelving that may be needed depending on the situation of a county. Typical solutions include but are not limited to Bulk Rack, Mobile Aisle, Open Steel, and Roller Docket shelving. No wood shelving should be utilized as part of this grant.

Appendix B

Advice for Completing the Application

MDAH staff have prepared the following advice to cover the parts of grant proposals that are most often found to be incomplete or inadequate. The Local Government Records Management Grant Program is competitive, and by following this advice your proposal will be more effective. Applications will be reviewed only after the Application Deadline. The LGR staff will not complete the application for you. There is no guarantee a project will be funded, but a well-developed proposal has a better chance.

Dos and Don'ts in Preparing Grant Proposals:

- Do** Submit questions in writing to the LGR Office at locgov@mdah.ms.gov by **July 20, 2023 at 5:00 PM CST**. Responses will be posted online by August 1. Our staff will not answer any questions outside the official channels.
- Do** Assemble the proposal carefully following the order given in the Application Checklist. Include detailed project descriptions, budget, matching share, and any required documentation. It is much easier to find a specific part of any application when they are all assembled in the same manner. This ensures that the proposal can be reviewed in its entirety. The evaluation of each application is directly derived from the content and not the appearance of the grant proposal.
- Do** Give your proposal to someone else to read before submitting, preferably someone not connected with the project. If the reader has questions about the project, then the application may not be clear enough. You will then have the opportunity to rework it.
- Do** Prepare your application early. If parts are missing or incomplete, you will have time to make necessary corrections before the final deadline.
- Do** Ask for letters of support from local people, organizations, and political representatives early. This allows the letters to be submitted with the application. Letters received after the final deadline will not be considered.
- Do** Read the instructions thoroughly to make sure you have completed the application correctly.

Don't Wait until the last minute to begin preparing your application. Supporting documentation is extremely important and may take several weeks to pull together. Proposals written at the last minute often lack necessary details and documentation, and as a result generally do not score well. Remember, this is a competitive program—take time to put together a quality application.

Don't Submit your application with the pages inserted in plastic sleeves.

Don't Tape, staple, or attach prints of digital images to pages. These can be printed or copied onto regular letter-size paper.

Appendix C

W-9 Form

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3> <p style="margin: 0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
Print or type. See specific instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																																																							
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	<table border="1" style="width: 100%; text-align: center;"> <tr> <td colspan="10">Social security number</td> </tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> <tr> <td colspan="4">-</td> <td colspan="2">-</td> <td colspan="4"> </td> </tr> <tr> <td colspan="10">OR</td> </tr> <tr> <td colspan="10">Employer identification number</td> </tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> <tr> <td colspan="4">-</td> <td colspan="2">-</td> <td colspan="4"> </td> </tr> </table>	Social security number																				-				-						OR										Employer identification number																				-				-					
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<small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>																																																																							

Appendix D

Mississippi Department of Archives & History Local Government Records Office Standards for Off-Site Storage of Inactive Records of Local Government Entities

(Adopted by Board of Trustees, December 12, 1996)
(Submitted to Secretary of State December 10, 1996)
(Adopted by Secretary of State, January 14, 1997)
(Amended October 20, 2009)

The following standards are issued by the Department of Archives and History in accordance with Section 39-5-9 (b), *Mississippi Code of 1972, Annotated*, as amended (MCA).

Section 39-5-9 (b) authorizes the Department of Archives and History to establish records management standards for local governments on issues including, but not limited to, microfilm production and storage, electronic records security and migration, records preservation, imaging, and records storage.

1. For the purposes of these standards, in addition to the definitions established by MCA §25-59-3, the following definitions will have effect:

Department: The Mississippi Department of Archives and History.

Inactive Records: Records become inactive when the reference activity for such records requires, on average, less than one retrieval per month per file.

Local Governmental Entities: Any unit of local government including, but not limited to, municipalities, cities, towns, villages, counties, school districts, and library systems.

Records of Archival Value: Those records designated by the Department of Archives and History to be permanently preserved. Records of archival value are so designated on the records control schedule governing the disposition of the records.

Records of Enduring Value: Those records of a local governmental entity not having archival value that the entity determines need to be retained for a period of

time after the records become inactive. Records of enduring value are so designated on the records control schedules governing the disposition of the records.

2. Standards for the Off-Site Storage of Inactive Records of Local Governmental Entities.

The physical location of the off-site storage facility in relation to the local governmental unit's seat of operations. The storage facility should be located in relatively close proximity to the local government's seat of operations in order to provide efficient reference services to staff members and the public.

The physical structure of the off-site storage facility. The storage facility must maintain a secure, clean records storage environment. A modern facility is preferred but not required. The structure should provide solid protection from the weather.

Floor strength. The floor must be capable of bearing the full weight of the records.

The physical security and interior environment of the off-site storage facility. The storage facility should provide a secure and appropriate environment for records storage.

Document security and access. The facility should provide appropriate levels of security from theft and premature destruction. Access to the storage area should be limited to authorized persons only. The doors to the storage areas should be equipped with devices which allow only the entry of appropriate personnel.

Fire protection. Proper fire and smoke detection devices should be located throughout the storage facility and a continuing fire awareness and safety program should be a part of the facility's standard operating procedures. A sprinkler or other fire suppression system is preferred but not required.

Flood protection. The facility should not be located in a flood plain.

Climate control (temperature/humidity). The facility should maintain moderate temperature and humidity levels and avoid extremes in either direction of both categories. Temperatures of 65-75 degrees Fahrenheit and a relative humidity of 30-60 percent are recommended. Special provisions are needed for storing records on media such as microfilm and electronic formats. The ideal records storage environment is clean, dry, and cool.

Records accessibility. The Public Records Act of 1983 (MCA §25-61-2), states in part, "It is the policy of this state that public records shall be available for inspection by any person unless otherwise provided by this chapter." Therefore, custodians of public records must ensure reasonable access to public records. Provisions should be made to provide efficient and timely reference services to local government officials and employees as well as members of the public.

Continuity of Operations/Emergency Operations Plan. The storage facility must certify that it maintains an appropriate plan to protect and recover records stored off-site and to provide access to those records in the event of a hazard (natural or man-made).

3. These standards are established and will be regularly reviewed by MDAH Archives and Records Division staff, including the directors of the division, the local government records office, the government records section, the electronic records section, and other staff as appropriate.

Appendix E

Mississippi Department of Archives & History Local Government Records Office Standards for Local Government Archives

(October 20, 2009)

Pursuant to Section 25-59-9 (h), *Mississippi Code Annotated, 1972, as amended (MCA)*, the Department of Archives and History (MDAH) is required to “promulgate rules and regulations permitting the storage, use and dissemination of records which are transferred by any local governmental body in this state to a local historical or archival group which has been incorporated and operates as a private, nonprofit corporation.” Section 25-59-25 (2) states, in part: “Any local governmental body which desires to transfer records to a local historical or archival group or public library shall have certification from the department prior to the records being transferred indicating that such entity has satisfied all the rules and regulations of the department and that the department has officially approved such entity as a records depository.”

For the purposes of these standards, in addition to the definitions established by *MCA* §25- 59-3, the following definitions will have effect:

Local Governmental Body: Any unit of local government including, but not limited to, municipalities, cities, towns, villages, counties, school districts, and library systems.

Local historical or archival organization: Any local historical or archival group which has been incorporated and operates as a private, nonprofit corporation.

Custodial office: The agency, department or office within a local governmental body responsible for creating, filing, and maintaining certain records series.

The following standards for local government archives are issued by the Department of Archives and History:

1. Any local governmental body that desires to transfer records to a public library or local historical or archival organization shall enter into a formal agreement with the organization outlining the terms and conditions of the transfer.
2. Per *MCA* Section 25-59-25 (2), “The title to all records transferred to any local historical or archival group or public library shall remain in the local governmental

body which transfers the records to such entity, and the ultimate authority over the records shall continue to reside with the person charged with the responsibility for making and keeping the records.”

3. The organization or library must demonstrate that it can provide better storage, access, and dissemination than the custodial office can, providing archival and/or records center services to the custodial office, by compliance with the following:
 - a. The records storage area(s) must meet MDAH “Standards for Off-Site Storage of Inactive Records of Local Government Entities.” The physical structure must provide safe and secure storage for the records, as well as adequate and secure work and research areas.
 - b. The organization must have adopted written policies for maintaining control of the public records from initial accessioning through public access.
 - c. The organization must have a written policy that complies with the Public Access to Public Records Law (MCA §25-61-1, et seq.). The facility must be open to the public at least ten (10) hours a week, part of which must coincide with the legal hours of the local governmental body. The local governmental body must also be allowed reasonable access to its records during its normal business hours when the facility is otherwise closed.
 - d. The organization must have a written policy to allow the public to obtain copies of the local governmental body’s records held in its facility, for a fee not to exceed the normal costs of reproduction.
 - e. The facility must be staffed by appropriately trained personnel.
 - f. Use of records will be monitored by staff, and records will not be removed from the facility.
 - g. Storage of information in alternative media must meet approved American National Standards Institute (ANSI) or other applicable standards. Any conservation practices must follow generally accepted professional practices. The local governmental body must approve all reformatting.
4. The local governmental body shall be responsible for ensuring that these standards are maintained by the local historical or archival organization or public library. If the organization or library fails to maintain these standards, the local governmental

body is obligated to its citizens to remove its records from the facility and to either return them to its own facilities or transfer them to another organization that complies with these standards.

5. These standards are established and will be regularly reviewed by MDAH Archives and Records Division staff, including the directors of the division, the local government records office, the government records section, the electronic records section, and other staff as appropriate.

Local Government Records Grant

Frequently Asked Questions

- **What is the Local Government Records Grant?**

The Local Government Records (LGR) Grant provides funding to those counties participating in the LGR Program, as authorized by MCA §25-60-5. The funding derives from the one-dollar records management fee added onto any document filed within a participating county. This grant is reimbursement-based in an amount up to \$10,000, requiring at least a 20% match from the county applying. The funds **MUST** be used on approved records management projects.

- **Is this grant connected to the MDAH Certified Local Government Grant or the Community Heritage Preservation Grant?**

The Local Government Records (LGR) Grant is **NOT** affiliated with Certified Local Government nor Community Heritage Preservation Grants. The LGR Grant is managed by the Local Government Records Office within the Archives and Records Services Division of the Mississippi Department of Archives and History.

- **Does the grant application have to come from a county office collecting the \$1 records management fee?**

The application **MUST** come from office(s) collecting the records management fee.

- **How many applications can a county send?**

The applications are limited to one per county per year.

- **If more than one county office wishes to apply for the grant, should applications be sent separately or together?**

County offices must apply for grant monies with a single application. The grant funds may be split among multiple offices, but each office must actively collect the records management fee.

- **Should applications be submitted by mail?**

The applications should be mailed **via USPS** to the address below for consideration. All applications must be postmarked by October 2, 2023.

Lauren Harmon, Grants Administrator
Local Government Records Office
MS Dept. of Archives and History
Post Office Box 571
Jackson, MS 39205-0571

- **What county offices can receive the Local Government Records Grant?**
The only requirement for eligibility is the collection of the records management fee. These offices could include the Chancery Clerk, Circuit Clerk, Justice Court, Sheriff, Tax Assessor, Tax Collector, and Building Code/Planning & Zoning Offices. If more than one office is interested in applying for funds, they should submit one application for the grant in conjunction with one another.
- **Can municipalities apply for the Local Government Records Grant?**
Currently, municipalities **CANNOT** apply. The eligibility is limited to county offices collecting the records management fee.
- **Do matching funds have to come from any specific source of funds? If I plan to pay for the project out of my own fee account, what do I need to submit to prove the matching share?**
The matching funds can come from any source of county funds. The Certification of Matching Share will need to be completed, along with the Minutes of the Board of Supervisors to indicate the source of the funds. The minutes serve as the necessary proof that you have authority to spend these funds.
- **Can historical societies that hold county records apply for the grant?**
A historical society that holds county records **CAN** apply for the grant but only in conjunction with a county office that collects the records management fee.
- **Do we need letters of recommendation? Can they come from an entity like a genealogical society or does it need to be from a legislator?**
If the project involves a partner organization, such as a historical society or library, at least one (1) signed letter of support from that organization must be submitted with the application. While not required, additional letters of support may come from the local historical society, public library, or other interested parties in order to demonstrate support for the proposed project. The letters must demonstrate interest in the specific grant proposal.
- **What project items are eligible for reimbursement with the Local Government Records Grant?**
 - Shelving: Bulk Rack, Mobile Aisle, Roller Docket, or Open Shelving. It **must** be low-VOC painted or powder-coated steel.
 - Equipment for Digitization or Storage of Electronic Records
 - Archival Preservation Supplies
 - Book Rebinding or Repairs
 - Ultraviolet Film for Windows and Lighting
 - Vendor Digitization and Indexing Projects (**must** follow MDAH reformatting standards)
 - HVAC Upgrades to Areas Containing Archival or Historic Records

- **Are archival file folders and storage boxes an eligible expenditure?**
These items **ARE** eligible purchases for grant awards.
- **Is shredding an eligible expense?**
Shredding **IS NOT** an eligible, reimbursable expense for grant funds.
- **What name should be listed under “Property Owner” on the application?**
The Property Owner is whoever owns the property where the proposed project work is to take place—most likely, this will be the county itself.
- **Should there be itemized quotes for the proposed budget breakdown? Or, should it just be a quote for the entire cost of the project?**
While an itemized breakdown of the proposed project is helpful, there must be a quote or estimate for the entire project included in this portion of the application.
- **Can I receive reimbursement for a records management project completed before the grant application period?**
The grant cannot be used to reimburse expenses of work done before or after the period specified in the Memorandum of Agreement.
- **Do applicants have to provide a definitive start and end date of the project on the application?**
The applicant must provide an **estimated** start and end date. The projects **cannot** begin until counties are notified by MDAH that they have been selected for grant awards.
- **Can MDAH recommend specific vendors?**
No – MDAH and LGRO **cannot** recommend specific vendors in their official capacity.
- **When will applicants know whether or not they have been selected for grant monies?**
The MDAH Board of Trustees will select grant recipients at their meeting in January. The LGR Staff will notify all applicants in writing after recipients have been determined.

EXHIBIT Q

Amy G Berry

From: Pamela Wilder <Pamela.Wilder@butlersnow.com>
Sent: Thursday, September 7, 2023 11:21 AM
To: aberry@claycounty.ms.gov
Subject: FW: FY 2022 Continuing Disclosure Engagement - Clay County, MS
Attachments: Information Checklist for FY 2022 Continuing Disclosure - Clay County, MS.docx; FY 2022 Continuing Disclosure Engagement Letter - Clay County MS.pdf

Importance: High

Good Morning,

We are quickly approaching the September 30th deadline for the County's FY 2022 Continuing Disclosure submission, and I am touching base with you regarding the engagement letter and the information we need in order to complete your report.

Please send the signed engagement letter, completed checklist and 2022-2023 Budget to us as soon as conveniently possible.

Many thanks!

Pamela

Pamela R. Wilder

Bond Advisor

Butler Snow LLP

D: (601) 985-4335 | F: (601) 985-4500
1020 Highland Colony Parkway, Suite 1400, Ridgeland, MS 39157
P.O. Box 6010, Ridgeland, MS 39158-6010
Pamela.Wilder@butlersnow.com | [vCard](#)

[Twitter](#) | [LinkedIn](#) | [Facebook](#) | [YouTube](#)

From: Pamela Wilder
Sent: Tuesday, July 25, 2023 1:09 PM
To: aberry@claycounty.ms.gov
Subject: FY 2022 Continuing Disclosure Engagement - Clay County, MS
Importance: High

Good Afternoon,

Regarding the County's Continuing Disclosure reporting requirements for **fiscal year ended September 30, 2022**, please review the following attachments, and note the instructions for each item:

1. **Continuing Disclosure Engagement Letter:** To engage Butler Snow LLP for the County's FY 2022 Continuing Disclosure reporting, **please email a scanned copy of the executed engagement letter and disclosure statement (Exhibit "A" to the letter) to me, and we will begin work on the required documentation.**
2. **Information Checklist for FY 2022:** Please update the requested information and/or follow the highlighted instructions in the checklist and return the information to me by email.

3. **Other Required Information:** Please email copies of the following items to me: **FY 2023 Condensed Budget**; and the County's most recent available **Audited Financial Statements** or **unaudited financial information**.

Please send the requested executed documents, updated checklist and the financial information to me no later than **September 1, 2023** so that we have adequate time to prepare and complete the disclosure by the **September 30, 2023 reporting deadline**.

If you have any questions, please do not hesitate to contact us.

We appreciate your assistance, and we look forward to working with you.

Many thanks!
Pamela

Pamela R. Wilder
Bond Advisor
Butler Snow LLP

D: (601) 985-4335 | F: (601) 985-4500
1020 Highland Colony Parkway, Suite 1400, Ridgeland, MS 39157
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[Twitter](#) | [LinkedIn](#) | [Facebook](#) | [YouTube](#)

CONFIDENTIALITY NOTE: This e-mail and any attachments may be confidential and protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the e-mail or any attachment is prohibited. If you have received this e-mail in error, please notify us immediately by replying to the sender and deleting this copy and the reply from your system. Thank you for your cooperation.

July 25, 2023

VIA E-MAIL AT ABERRY@CLAYCOUNTY.MS.GOV

Amy Berry, Chancery Clerk
Clay County, Mississippi
P.O. Box 815
West Point, Mississippi 39773-0815

Re: Clay County, Mississippi Fiscal Year 2022 Continuing Disclosure Submission
(the "Disclosure Submission")

Dear Amy:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to Clay County, Mississippi (the "County") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing for fiscal year ended September 30, 2022.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the County is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the County's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the County is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the County is hereby appointing us to serve as Dissemination Agent in connection with the Annual Filing for fiscal year 2022 to be filed on or before September 30, 2023.

SCOPE OF ENGAGEMENT

As Dissemination Agent we will examine the County's continuing disclosure responsibility, consult with parties to the County; compile the Annual Filing (with the assistance of the County) and file an Annual Filing for and on behalf of the County. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the County to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

EXHIBIT A

Event Notice

The County certifies that none of the events have occurred with respect to the Bonds during fiscal year 2022

1. Principal and interest payment delinquencies
2. Non-Payment related defaults, if material
3. Unscheduled draws on debt service reserves, if any, reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (ITS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the Bonds
7. Modifications to rights of Bondholders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution, or sale of property, if any, securing repayment of the securities
11. Rating changes
12. Bankruptcy, insolvency, receivership or other similar event¹
13. The consummation of a merger, consolidation or acquisition involving the State or the sale of all or substantially all of the assets of the State, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material
15. Incurrence of a financial obligation² of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, *if material*.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation² of the obligated person, any of which reflect financial difficulties.



CLAY COUNTY, MISSISSIPPI

BY: 
President, Board of Supervisors

Dated: 9/25/2023

¹ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

² For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. Numerous other terms contained in these subsections and/or in the definition of "financial obligation" are not defined in the Rule; SEC Release No. 34-83885 contains a discussion of the current SEC interpretation of those terms. For example, in the Release, the SEC provides guidance that the term "debt obligation" generally should be considered to include only lease arrangements that operate as vehicles to borrow money.

July 25, 2023

VIA E-MAIL AT ABERRY@CLAYCOUNTY.MS.GOV

Amy Berry, Chancery Clerk
Clay County, Mississippi
P.O. Box 815
West Point, Mississippi 39773-0815

Re: Clay County, Mississippi Fiscal Year 2022 Continuing Disclosure Submission
(the "Disclosure Submission")

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Our duties in this engagement are limited to those expressly set forth above.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the County will be our client and an attorney-client relationship will exist between us. We further assume that all other parties understand that in this transaction we represent only the County, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent are limited to those contracted for in this letter, and the County's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the County and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the County, one or more of our present or future clients will have transactions, litigation, or other matters with the County. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance filing of the Annual Filing. The County's local counsel is hereby authorized to discuss and/or review with Butler Snow any such matters described in this paragraph (including any form of potential conflict waiver, if applicable). Execution of this engagement letter will signify the County's consent to our representation of others consistent with the circumstances described in this paragraph.

FEE STRUCTURE

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be \$3,000.00. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the County, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

PUBLICITY CONCERNING THIS MATTER

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not

limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

RECORDS

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

If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as **Exhibit A**. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

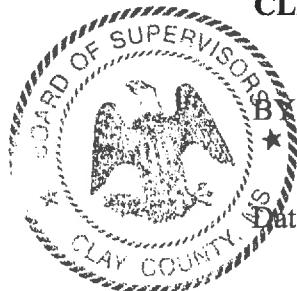
BUTLER SNOW LLP

Elizabeth Lambert Clark

By: _____
Elizabeth Lambert Clark

Accepted and Approved:

CLAY COUNTY, MISSISSIPPI



[Signature]

President, Board of Supervisors

Dated: 9/25/2023

cc: Angela Turner Ford, Esq., Board Attorney (via email: angela@bturnerlaw.com)

<u>POSITION</u>	<u>OWNER NAME</u>	<u>PARCEL COUNT</u>	<u>APPRAISED SUM</u>	<u>ASSESSED SUM</u>	<u>TAX SUM</u>
1	YOKOHAMA TIRE MANUFACTURING MS LLC	2	617,242	49,324,685	1,917,590
2	PECO FOODS INC	1	0	19,510,295	759,925
3	WAL-MART REAL ESTATE BUSINESS TRUST	1	11,875,997	1,781,400	97,798
4	PRESTAGE FARMS OF MISSISSIPPI LLC	8	9,625,185	1,443,780	79,594
5	NAVISTAR DEFENSE LLC	2	8,980,417	1,347,063	74,142
6	ELLIS STEEL COMPANY INC	15	5,388,406	808,263	44,670
7	WAVERLY PARTNERS LP	1	5,387,090	808,064	44,039
8	NATURE'S GOLF LLC	1	4,390,722	658,608	35,894
9	B BRYAN FARMS INC	25	3,797,883	569,686	31,533
10	LANDMARK ENTERPRISES	32	3,842,313	576,351	31,495

0580

<u>POSITION</u>	<u>OWNER NAME</u>	<u>PARCEL COUNT</u>	<u>APPRAISED SUM</u>	<u>ASSESSED SUM</u>	<u>TAX SUM</u>
1	NAVISTAR DEFENSE LLC	1	19,472,585	2,920,887	160,765
2	PECO FOODS	2	76,113,974	11,417,096	149,708
3	WAL-MART STORES EAST LP US00115	1	5,050,147	757,522	41,587
4	SOUTHERN IONICS INC (PLANT)	1	3,749,484	562,423	30,663
5	SITE MASTERS CONSTRUCTION INC	1	3,304,813	495,722	27,611
6	ELLIS STEEL COMPANY	2	2,015,876	302,381	16,852
7	SA RECYCLING LLC	1	2,022,228	303,334	16,537
8	LOVES TRAVEL STOPS & COUNTRY STORES	1	2,006,469	300,971	16,523
9	FABRICATORS SUPPLY LLC	2	3,335,645	500,347	16,378
10	PRESTAGE FARMS MISS INC	2	1,477,208	221,582	12,257

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Clay County Board of Supervisors Debt Schedule Report
As of 09/30/23

Outstanding Bonds

Fund #	Fund Name	Original Amount Financed	Financial Institution	Date of Issuance	Current O/S		Maturity		Rate
					Principal Balance	Interest Balance	Dates	Interest Balance	
227	Industrial Development Bonds	\$1,000,000.00	State of MS- MDA	9/12/2013	\$6,795,000.00	\$175,437.75	3/1/2031	2.45%	
138	Cap Loan- Graham Roofing Building	\$1,000,000.00	State of MS- MDA	6/1/2007	\$225,837.73	\$12,638.04	6/1/2027	3.00%	
138	Cap Loan- Henson Construction/FM Bldg.	\$595,193.00	State of MS- MDA	9/1/2011	\$284,009.34	\$36,179.53	9/1/2031	3.00%	
250	D-5 Road B&I -2013 Bond Issuance	\$500,000.00	Trustmark National Bank	5/1/2014	\$95,000.00	\$3,575.00	5/1/2025	2.40%	
241	D-1 Road B&I -2013 Bond Issuance	\$500,000.00	Trustmark National Bank	9/3/2013	\$140,000.00	\$5,912.07	11/1/2025	2.40%	
214	COPS Notes, Series 2018, Justice Court Complex	\$4,015,000.00	State of MS- MDA	5/1/2018	\$3,500,000.00	\$1,119,587.50	5/1/2038	3.00%	
205	\$1M EMCC Communniversity	\$1,000,000.00	State of MS- MDA	5/16/2017	\$700,000.00	\$266,872.67	5/1/2037	**	
243	D-3 Road B&I - 2020 GO Bond Issuance	\$500,000.00	Trustmark National Bank	9/28/2020	\$390,000.00	\$52,520.00	8/1/2032	2.69%	
270	Use Tax - B&I - Series 2022	\$4,000,000.00	State of MS- MDA	3/1/2022	\$3,699,000.00	\$574,797.60	9/1/2032	2.99%	
084	Rail Loan Incentive Program - YTMM Rail Project	\$400,000.00	State of MS- MDA	11/1/2022	\$363,333.37	\$0.00	10/1/2032	0.00%	
222	D-2 Road B&I - 2021 Bond Issuance	\$500,000.00	Bank of Commerce	6/23/2021	\$430,000.00	\$44,704.10	12/1/2023	1.85%	
Total General Obligation Bonds Outstanding		\$24,010,193.00			\$16,622,180.44	\$2,292,224.26			

Lease Purchase Agreements

Vol. Fire	Volunteer Fire Trucks - 2	\$359,206.50	MS Development Authority	8/1/2015	\$63,998.30	\$1,856.51	7/1/2025	\$2,993.38	Monthly
Sheriff	MSWIN - Radio System	\$236,792.31	Cadence Bank Equipment	12/14/2018	\$12,957.55	\$83.48	12/14/2023	\$4,347.01	Monthly
Vol. Fire	Volunteer Fire Truck	\$258,650.00	MS Development Authority	4/1/2019	\$112,729.31	\$12,347.30	3/1/2029	\$1,386.57	Monthly
E911	Equipment System Upgrade	\$223,594.23	Bank of Commerce	3/1/2022	\$158,098.77	\$3,895.83	3/1/2027	\$3,857.27	Monthly
Sheriff	Sheriff Vehicles - 9	\$200,000.00	Bank of Commerce	12/13/2021	\$131,710.13	\$3,345.07	12/13/2026	\$3,462.96	Monthly
Sanitation	Garbage Truck	\$199,179.00	Bank of Commerce	12/17/2021	\$149,027.35	\$2,366.95	12/17/2024	\$2,500.31	Monthly
D-5	John Deere Track Loader/Cold Planner 2023	\$120,500.00	Cadence Bank Equipment	7/14/2023	\$117,001.13	\$16,787.47	7/14/2028	\$2,306.70	Monthly
Total Lease Purchases		\$1,597,922.04			\$745,522.54	\$40,682.61			

Total Debt Outstanding

\$17,367,702.98

\$2,332,906.87

EXHIBIT R

0583



Clay County Chancery Clerk

PO Box 815
West Point, Mississippi 39773
Phone (662) 494-3124
Fax (662) 492-4059
E-mail: aberry@claycounty.ms.gov

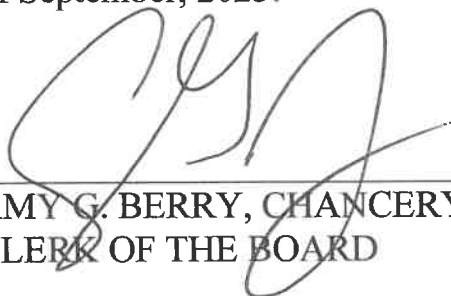
Chancery Clerk

Amy G. Berry

CLAY COUNTY CHANCERY CLERK, AMY G. BERRY AFFIDAVIT OF JUSTICE COURT SETTLEMENT

I, AMY G. BERRY, Chancery Clerk of Clay County, hereby certify that attached hereto as Exhibit ___ is a correct copy of the Clay County Justice Court Civil and Criminal Settlement as settled to this office for the month of September 2023 submitted herein for approval and to be spread upon the minutes of this Board.

Witness this signature on the 28th day of September, 2023.



AMY G. BERRY, CHANCERY CLERK
CLERK OF THE BOARD

DEPOSITORY RECEIPTS
CLAY COUNTY, MISSISSIPPI
P O BOX 815

REPRINT

WEST POINT, MS 39773-0000

RECEIPT DATE: 9/22/2023

NO. 2023 34657

RECEIPT DESCRIPTION: SETTLEMENT - CIVIL

PLEASE RECEIVE FROM CLAY COUNTY JUSTICE COURT THE AMOUNT SET
OPPOSITE THE RESPECTIVE FUNDS FOR THE ACCOUNT OF SAID FUNDS; TO-WIT: AND
DEPOSIT TO ACCOUNT NUMBER BELOW LEFT CORNER.

001 GENERAL COUNTY		
000-216 JUSTICE COURT CLERK FEES		1750.00
000-216 JUSTICE COURT CLERK FEES		10.00
000-223 CONSTABLE FEES		5005.00
000-223 CONSTABLE FEES		25.00
104 LAW LIBRARY		
000-216 JUSTICE COURT FEES		79.50
650 JUDICIAL ASSESSMENT CLEARING FUND		
000-129 CC-COURT CONSTITUENTS		26.50
000-132 SCEF COURT EDUCATION		106.00
	TOTAL FOR RECEIPT 2023 34657	7002.00

WITNESS MY SIGNATURE, THIS THE 22 DAY OF SEPTEMBER, 2023.

AMY BERRY,
CHANCERY CLERK OF CLAY COUNTY

DATED: 9/22/23

BY: [Signature]

0585

5

INVOICE DATE	INVOICE NUMBER	ACCT	CASE #	DESCRIPTION	INVOICE AMOUNT
9/20/2023	2023092002205		0000000	UNIFORM COURT FEE (CLE <i>001-216</i>)	1750.00
9/20/2023	2023092002210		0000000	ADDITIONAL DEFENDANT-C <i>001-216</i>	10.00
9/20/2023	2023092002225		0000000	LAW LIBRARY <i>104-216</i>	79.50
9/20/2023	2023092002230		0000000	COURT EDUCATION <i>USU172</i>	106.00
9/20/2023	2023092002226		0000000	CONSTITUENT FUND <i>6SU129</i>	26.50
9/20/2023	2023092002240		0000000	CONSTABLE FEE <i>01705</i>	5005.00
9/20/2023	2023092002245		0000000	ADDITIONAL DEFENDANT-C	25.00
				TOTAL AMOUNT OF CHECK	7002.00

5

See 10

DEPOSITORY RECEIPTS
CLAY COUNTY, MISSISSIPPI
P O BOX 815

REPRINT

WEST POINT, MS 39773-0000

RECEIPT DATE: 9/22/2023

NO. 2023 34658

RECEIPT DESCRIPTION: SETTLEMENT - CRIMINAL

PLEASE RECEIVE FROM CLAY COUNTY JUSTICE COURT THE AMOUNT SET
OPPOSITE THE RESPECTIVE FUNDS FOR THE ACCOUNT OF SAID FUNDS; TO-WIT: AND
DEPOSIT TO ACCOUNT NUMBER BELOW LEFT CORNER.

001 GENERAL COUNTY	
000-216 JUSTICE COURT CLERK FEES	1159.00
000-222 COUNTY PROS ATTY FEES	66.00
000-223 CONSTABLE FEES	24.50
000-230 JUSTICE COURT FINES	14433.10
104 LAW LIBRARY	
000-216 JUSTICE COURT FEES	191.49
650 JUDICIAL ASSESSMENT CLEARING FUND	
000-122 TV-TRAFFIC VIOLATIONS	60.00
000-122 TV-TRAFFIC VIOLATIONS	7626.00
000-123 IC-IMPLIED CONSENT	1521.00
000-124 GF-GAME & FISH	534.00
000-126 OM-OTHER MISDEMEANORS	1814.25
000-128 ABF-APPEARANCE BOND	368.50
000-129 CC-COURT CONSTITUENTS	54.50
000-130 VBF- VICTIMS BOND FEE	160.00
000-137 MVL-MOTOR VEHICLE LIABILI	147.00
000-138 MHP-HIGHWAY PATROL ASSESS	640.00
000-147 CS-CRIME STOPPERS	122.50
000-149 TT- TRAUMA TRAFFIC	754.50
000-151 SHERIFF FEES WIRELESS COM	20.00
000-153 DV- DRUG VIOLATION	75.00
000-157 UMI - UNINSURED MOTORIST	1307.50
000-160 DUI - INTERLOCK DEV - DPS	250.00
TOTAL FOR RECEIPT 2023 34658	31328.84

WITNESS MY SIGNATURE, THIS THE 22 DAY OF SEPTEMBER, 2023.

DATED: 9/22/23

AMY BERRY,
CHANCERY CLERK OF CLAY COUNTY

BY: [Signature]

0587

INVOICE DATE	INVOICE NUMBER	ACCT	CASE #	DESCRIPTION	INVOICE AMOUNT
9/20/2023	2023092001105		0000000	FINE COLLECTION <i>01-230</i>	14433.10
9/20/2023	2023092001106		0000000	MOTOR VEHICLE INSURANC <i>65U-177</i>	147.00
9/20/2023	2023092001110		0000000	CLERKS FEE <i>01-216</i>	1159.00
9/20/2023	2023092001115		0000000	LAW LIBRARY TO CIRCUIT <i>104-216</i>	191.49
9/20/2023	2023092001117		0000000	CRIME STOPPERS <i>65U-147</i>	122.50
9/20/2023	2023092001120		0000000	COUNTY ATTORNEY <i>01-222</i>	66.00
9/20/2023	2023092001121		0000000	HIGHWAY PATROL ASSESSM <i>65U-176</i>	640.00
9/20/2023	2023092001122		0000000	CONSTABLE FEE - IVY <i>01-223</i>	24.50
9/20/2023	2023092001128		0000000	COURT CONSTITUENTS FUN <i>65U-129</i>	54.50
9/20/2023	2023092001129		0000000	ADULT DRIVING TRAINING <i>65U-122</i>	60.00
9/20/2023	2023092001130		0000000	TRAFFIC VIOLATION <i>65U-127</i>	7626.00
9/20/2023	2023092001135		0000000	IMPLIED CONSENT <i>65U-124</i>	1521.00
9/20/2023	2023092001140		0000000	GAME AND FISH <i>65U-124</i>	534.00
9/20/2023	2023092001150		0000000	OTHER MISDEMEANOR <i>65U-126</i>	1814.25
9/20/2023	2023092001160		0000000	SHERIFF FEE <i>65U-151</i>	20.00
9/20/2023	2023092001165		0000000	DEFENDENT BOND FEE <i>65U-128</i>	368.50
9/20/2023	2023092001166		0000000	VICTIMS BOND FEE <i>65U-130</i>	160.00
9/20/2023	2023092001186		0000000	UNINSURED MOTORIST IDE <i>65U-157</i>	1307.50
9/20/2023	2023092001192		0000000	DPS-DUI INTERLOCK DEVI <i>65U-160</i>	250.00
9/20/2023	2023092001194		0000000	DRUG VIOLATION <i>65U-157</i>	75.00
9/20/2023	2023092001198		0000000	TRAFFIC TRAUMA <i>65U-149</i>	754.50
				TOTAL AMOUNT OF CHECK	31328.84


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EXHIBIT S

0590

To: Amy G. Berry
Inventory Control Clerk
From: Al Crawford
Date: 7/26/2023
Re: Inventory Control # GF017
Description: Trailer
S/N#: FBO818MO00420

The inventory item referred to above is delivered to you to be transferred from This department's inventory. Additionally this item does function properly to be Useful to the County but needs to be transferred to Maintenance Department's inventory. Please remove this item from this Department's Inventory and transfer to the Maintenance Department's Inventory upon the order of the Board of Supervisors.


Department Head

This is acknowledged receipt of the above inventory item on this 28th day of September 2023


Inventory Clerk

7/26/2023
FA/BEM
Delete:

FIXED ASSETS
Mobile Equipment File Maintenance

09:09:47
GINGER
Key #: 121

Description: TRAILER/NITRAL GRATE 5X8

Location: _____

Vendor: S & W COMPANY

Serial #: FB0818M000420

Property #: GF017

Project #: _____

Current Value: 475.00

*Department #: 2

GAME & FISH COM

Objective #: 86

MOBILE EQUIPMEN

*Acquisition: P

PURCHASED

*Disposal: _____

Ledger? Y (Y/N)

*Asset Type: MBE MOBILE EQUIPMEN

Useful Life: 5 Years

Salvage %: 10 Salvage \$: 47

Cap Threshold: 5000

GASB Eligible? N (Y/N)

Depreciate? N (Y/N)

Accumulated Depreciation: _____

Cap Value: 475.00 Date: 10/02/1989

Remarks: _____

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

To: Amy G. Berry
Inventory Control Clerk
From: Al Crawford
Date: 7/26/2023
Re: Inventory Control # 6F031
Description: Utility Trailer
S/N#: Black Trailer

The inventory item referred to above is delivered to you to be transferred from This department's inventory. Additionally this item does function properly to be Useful to the County but needs to be transferred to Maintenance Department's inventory. Please remove this item from this Department's Inventory and transfer to the Maintenance Department's Inventory upon the order of the Board of Supervisors.


Department Head

This is acknowledged receipt of the above inventory item on this 28th day of September 2023


Inventory Clerk

7/26/2023
FAMBEM '
Delete:

FIXED ASSETS
Mobile Equipment File Maintenance

09:09:58
GINGER
Key #: 1

Description: UTILITY TRAILER

Location: _____

Vendor: RICKS DISCOUNT

Serial #: BLACK TRAILER

Property #: GF031

Project #: _____

Current Value: 450.00

*Department #: 2

GAME & FISH COM

Objective #: 86

MOBILE EQUIPMEN

*Acquisition: P

PURCHASED

*Disposal: _____

Ledger? Y (Y/N)

*Asset Type: MBE

MOBILE EQUIPMEN

Useful Life: 5 Years

Salvage %: 10

Salvage \$: _____

45

Cap Threshold: 5000

GASB Eligible? N (Y/N)

Depreciate? N (Y/N)

Accumulated Depreciation: _____

Cap Value: 450.00 Date: 9/10/1994

Remarks: _____

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

0594

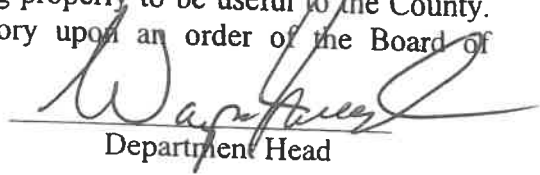
To: Amy G. Berry
Inventory Control Clerk

From: Wayne Munt

Date: 9/12/2023

Re: Inventory Control # B6551
Description: Dewalt 4" grinder
S/N#: 498093

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


Department Head

This is acknowledged receipt of the above inventory item on this the 28th day of September, 2023


Inventory Clerk

9/14/2023
FAOFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

10:06:56
GINGER
Key #: 3593

Description: GRINDER- 4 1/2 INCH ANGLE

Location: JAIL WOOD SHOP

Vendor: PHILLIP'S HARDWARE

Serial #: DWE4011

Property #: BG551

Project #:

Current Value:

77.99

*Department #: 151

BUILDINGS & GRO

Objective #: 87

OTHER FURNITURE

*Acquisition: P

PURCHASED

*Disposal:

Ledger? Y (Y/N)

*Asset Type: HND

HAND TOOLS - SH

Useful Life:

7 Years

Salvage %: 1

Salvage \$:

1

Cap Threshold:

5000

GASB Eligible? N (Y/N)

Depreciate? N

(Y/N)

Accumulated Depreciation:

Cap Value: 77.99 Date: 11/10/2022

Remarks: 4 1/2 ANGLE GRINDER FOR SHOP

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

To: Amy G. Berry
Inventory Control Clerk

From: Alvin Carlen Jr.

Date: 7.12.2023

Re: Inventory Control # MX033
Description: Radio
S/N#: 11028A0200

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

Alvin Carlen Jr.
Department Head

This is acknowledged receipt of the above inventory item on this the 20th day of September, 2023

[Signature]
Inventory Clerk

7/12/2023
FAOFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

13:18:37
GINGER
Key #: 2708

Description: RADIO-HYTERA
Location: ALVIN CARTER JR'S CAR
Vendor: PRECISION COMMUNICATION Serial #: 11028A0200
Property #: MX033 Project #: _____ Current Value: 589.00
*Department #: 167 CORONER Objective #: 87 OTHER FURNITURE
*Acquisition: P PURCHASED *Disposal: _____
Ledger? Y (Y/N)
*Asset Type: COM COMMUNICATION E Useful Life: 5 Years
Salvage %: 10 Salvage \$: 59 Cap Threshold: 5000
GASB Eligible? N (Y/N) Depreciate? N (Y/N)
Accumulated Depreciation: _____
Cap Value: 589.00 Date: 7/17/2013
Remarks: HYTERA MOBILE RADIO

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

To: Amy G. Berry
Inventory Control Clerk

From: Alvin Carter Jr.

Date: 7/12/2023

Re: Inventory Control # MX034
Description: Radio
S/N#: 11028A0199

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

Alvin Carter Jr.
Department Head

This is acknowledged receipt of the above inventory item on this the 28th day of September, 2023

[Signature]
Inventory Clerk

7/12/2023
FAO*EM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

13:18:42
GINGER
Key #: 2714

Description: RADIO-HYTERA
Location: JOSEPH FAULKNER CAR ME2
Vendor: PRECISION COMMUNICATIONS Serial #: 11028A0199
Property #: MX034 Project #: _____ Current Value: 589.00
*Department #: 167 CORONER Objective #: 87 OTHER FURNITURE
*Acquisition: P PURCHASED *Disposal: _____
Ledger? Y (Y/N)
*Asset Type: COM COMMUNICATION E Useful Life: 5 Years
Salvage %: 10 Salvage \$: 59 Cap Threshold: 5000
GASB Eligible? N (Y/N) Depreciate? N (Y/N)
Accumulated Depreciation: _____
Cap Value: 589.00 Date: 7/17/2013
Remarks: HYTERA MOBILE RADIO

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

To: Amy G. Berry
Inventory Control Clerk

From: Alvin Carter Jr.

Date: 7/12/2023

Re: Inventory Control # MX036
Description: RADIO
S/N#: 14825A0473

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

Alvin Carter Jr.
Department Head

This is acknowledged receipt of the above inventory item on this the 28th day of September, 2023

[Signature]
Inventory Clerk

7/12/2023
FAOFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

13:18:46
GINGER
Key #: 2865

Description: RADIO- HYTERA HAND HELD

Location: ALVIN CARTER JR

Vendor: PRECISION COMMUNICATION Serial #: 14825A0473

Property #: MX036 Project #: Current Value: 619.00

*Department #: 167 CORONER Objective #: 87 OTHER FURNITURE

*Acquisition: P PURCHASED *Disposal: _____

Ledger? Y (Y/N)

*Asset Type: COM COMMUNICATION E Useful Life: 5 Years

Salvage %: 10 Salvage \$: 62 Cap Threshold: 5000

GASB Eligible? N (Y/N) Depreciate? N (Y/N)

Accumulated Depreciation: _____

Cap Value: 619.00 Date: 4/10/2015

Remarks: HYTERA HAND HELD RADIO

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

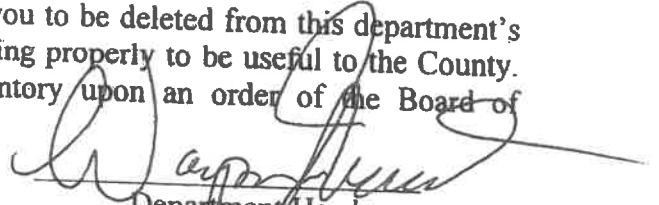
To: Amy G. Berry
Inventory Control Clerk

From: Wayne Hunt

Date: 8/28/2023

Re: Inventory Control # BG269
Description: 1/2 in Milwaukee drill
S/N#: 5321779166

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


Department Head

This is acknowledged receipt of the above inventory item on this the 28th day of September, 2023


Inventory Clerk

8/28/2023
FAOFE
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

14:20:42
GINGER
Key #: 1555

Description: DRILL MILWAUKEE 1/2"

Location: FAB SHOP SHERIFF'S DEPARTMENT

Vendor: DISCOUNT TOOLS

Serial #: 5321779166

Property #: BG269

Project #:

Current Value:

85.00

*Department #: 151

BUILDINGS & GRO

Objective #: 87

OTHER FURNITURE

*Acquisition: P

PURCHASED

*Disposal:

Ledger? Y (Y/N)

*Asset Type: HND

HAND TOOLS - SH

Useful Life: 7 Years

Salvage %: 1

Salvage \$: 1

Cap Threshold: 5000

GASB Eligible? N (Y/N)

Depreciate? N (Y/N)

Accumulated Depreciation:

Cap Value: 85.00 Date: 2/10/2004

Remarks:

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

0604

To: Amy G. Berry
Inventory Control Clerk

From: Amy Berry

Date: 7/12/2023

Re: Inventory Control # SPED0049
Description: Chair
S/N#: N/A

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

[Signature]
Department Head

This is acknowledged receipt of the above inventory item on this the 28th day of September, 2023

[Signature]
Inventory Clerk

The Clay Co School District Disposed
7/2020 By the MS leg. The chair must
have remained with us, no longer usable

7/12/2023
FAC M
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

13:50:39
GINGER
Key #: 861

Description: CHAIR (EXECUTIVE LEATHER)

Location:

Vendor: STAR PRINTING COMPANY

Serial #: NA

Property #: SPED049

Project #:

Current Value: 225.00

*Department #: 150

SUPT. OF EDUCAT

Objective #: 87

OTHER FURNITURE

*Acquisition: P

PURCHASED

*Disposal:

Ledger? Y (Y/N)

*Asset Type: CAB

CABINETS AND FI

Useful Life: 7 Years

Salvage %: 10

Salvage \$:

23

Cap Threshold: 5000

GASB Eligible? N (Y/N)

Depreciate? N (Y/N)

Accumulated Depreciation:

Cap Value: 225.00 Date: 4/10/1997

Remarks:

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

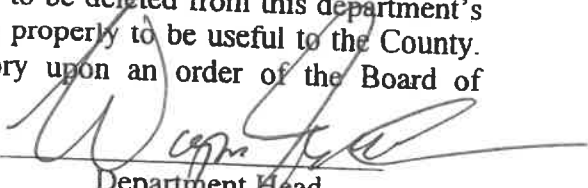
To: Amy G. Berry
Inventory Control Clerk

From: Wayne Mont

Date: 5/19/2023

Re: Inventory Control # 06-538
Description: Grinder
S/N#: DWE4011

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


Department Head

This is acknowledged receipt of the above inventory item on this the 20th day of September, 2023


Inventory Clerk

5/19/2023
FAOFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

07:41:24
GINGER
Key #: 3502

Description: GRINDER- 4" -DEWALT
Location: JAIL WOODSHOP
Vendor: PHILLIP'S HARDWARE Serial #: DWE4011
Property #: BG538 Project #: Current Value: 77.99
*Department #: 151 BUILDINGS & GRO Objective #: 87 OTHER FURNITURE
*Acquisition: P PURCHASED *Disposal: _____
Ledger? Y (Y/N)
*Asset Type: HND HAND TOOLS - SH Useful Life: 7 Years
Salvage %: 1 Salvage \$: 1 Cap Threshold: 5000
GASB Eligible? N (Y/N) Depreciate? N (Y/N)
Accumulated Depreciation: _____
Cap Value: 77.99 Date: 3/10/2022
Remarks: 4" GRINDER FOR WOODSHOP

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

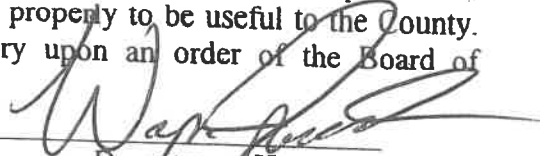
To: Amy G. Berry
Inventory Control Clerk

From: Wayne Hunt

Date: 8/1/2023

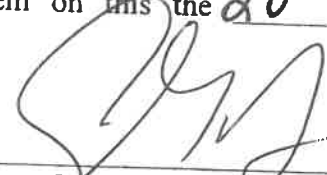
Re: Inventory Control # BG281
Description: Phone System
S/N#: Courthouse

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



Department Head

This is acknowledged receipt of the above inventory item on this the 28th day of September, 2018



Inventory Clerk

01/2023

FIXED ASSETS

07:41:59

F OFEM

Other Furniture/Equipment File Maintenance

GINGER

Delète:

Key #: 168

Description: PHONE SYSTEM MERIDIAN

Location: COURTHOUSE

Vendor: LEON MOWERY Serial #: NA

Property #: BG289 Project #: Current Value: 2200.00

*Department #: 151 BUILDINGS & GRO Objective #: 87 OTHER FURNITURE

*Acquisition: P PURCHASED *Disposal:

Ledger? Y (Y/N)

*Asset Type: OFE OTHER FURNITURE Useful Life: 7 Years

Salvage %: 10 Salvage \$: 220 Cap Threshold: 5000

GASB Eligible? N (Y/N) Depreciate? N (Y/N)

Accumulated Depreciation:

Cap Value: 2200.00 Date: 12/09/2004

Remarks:

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

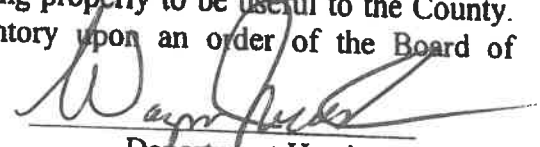
To: Amy G. Berry
Inventory Control Clerk

From: Wayne West

Date: 8/11/2023

Re: Inventory Control # 66511
Description: Vacuum Cleaner
S/N#: H18 BTE

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


Department Head

This is acknowledged receipt of the above inventory item on this the 28th day of September, 2023


Inventory Clerk

8/01/2023
FA/FEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

07:40:23
GINGER
Key #: 3256

Description: VACCUM CLEANER
Location: COURT HOUSE
Vendor: WALMART Serial #: H18BTE
Property #: BG511 Project #: _____ Current Value: 149.00
*Department #: 151 BUILDINGS & GRO Objective #: 87 OTHER FURNITURE
*Acquisition: P PURCHASED *Disposal: _____
Ledger? Y (Y/N)
*Asset Type: OFE OTHER FURNITURE Useful Life: 7 Years
Salvage %: 10 Salvage \$: 15 Cap Threshold: 5000
GASB Eligible? N (Y/N) Depreciate? N (Y/N)
Accumulated Depreciation: _____
Cap Value: 149.00 Date: 3/10/2020
Remarks: VACCUM CLEANER FOR COURT HOUSE

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

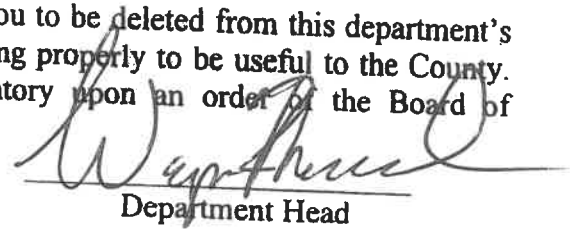
To: Amy G. Berry
Inventory Control Clerk

From: Wayne Hunt

Date: 8/11/2023

Re: Inventory Control # BG 489
Description: Impact Driver
SN#: 726049

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


Department Head

This is acknowledged receipt of the above inventory item on this the 28th day of September, 2023


Inventory Clerk

8/01/2023
FA FEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

07:41:14
GINGER
Key #: 3059

Description: IMPACT DRIVER
Location: FRANK HAWKINS
Vendor: LOWE'S Serial #: 726049
Property #: BG489 Project #: _____ Current Value: 189.05
*Department #: 151 BUILDINGS & GRO Objective #: 87 OTHER FURNITURE
*Acquisition: P PURCHASED *Disposal: _____
Ledger? Y (Y/N)
*Asset Type: HND HAND TOOLS - SH Useful Life: 7 Years
Salvage %: 1 Salvage \$: 2 Cap Threshold: 5000
GASB Eligible? N (Y/N) Depreciate? N (Y/N)
Accumulated Depreciation: _____
Cap Value: 189.05 Date: 10/10/2016
Remarks: DEWALT IMPACT DRIVER

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

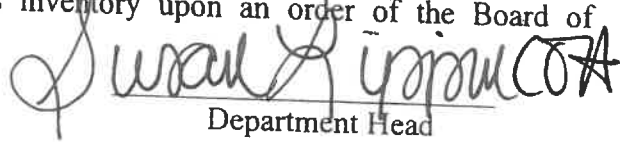
To: Amy G. Berry
Inventory Control Clerk

From: Susan Lippincott

Date: 5/18/2023

Re: Inventory Control # CCDC15
Description: DR Combo
S/N#: 83195020355

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


Department Head

This is acknowledged receipt of the above inventory item on this the 28th day of September, 2023


Inventory Clerk

5/18/2023
FACFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

13:48:07
GINGER
Key #: 2937

Description: DVR COMBO
Location: DRUG COURT / APRIL EDWARDS
Vendor: SECURITY SOLUTIONS Serial #: 83195020355
Property #: CCDC15 Project #: _____ Current Value: 556.70
*Department #: 164 CIRCUIT COURT D Objective #: 87 OTHER FURNITURE
*Acquisition: P PURCHASED *Disposal: _____
Ledger? Y (Y/N)
*Asset Type: OFE OTHER FURNITURE Useful Life: 7 Years
Salvage %: 10 Salvage \$: 56 Cap Threshold: 5000
GASB Eligible? N (Y/N) Depreciate? N (Y/N)
Accumulated Depreciation: _____
Cap Value: 556.70 Date: 4/10/2015
Remarks: SPECO DVR COMBO

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

To: Amy G. Berry
Inventory Control Clerk

From: Purshalee

Date: 7/21/2023

Re: Inventory Control # TX 141
Description: Calculator
S/N#: 80180947

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


Department Head

This is acknowledged receipt of the above inventory item on this the 20th day of September, 2023.


Inventory Clerk

7/21/2023
F/OFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

10:32:35
GINGER
Key #: 215

Description: CALCULATOR (SHARP)

Location: KAY

Vendor: MY OFFICE PRODUCTS Serial #: 8D186947

Property #: TX141 Project #: _____ Current Value: 89.00

*Department #: 105 TAX ASSESSOR/CO Objective #: 87 OTHER FURNITURE

*Acquisition: P PURCHASED *Disposal: _____

Ledger? Y (Y/N)

*Asset Type: OFE OTHER FURNITURE Useful Life: 7 Years

Salvage %: 10 Salvage \$: _____ 9 Cap Threshold: 5000

GASB Eligible? N (Y/N) Depreciate? N (Y/N)

Accumulated Depreciation: _____

Cap Value: 89.00 Date: 9/25/2008

Remarks: _____

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Updat

To: Amy G. Berry
Inventory Control Clerk

From: Amy Berry

Date: 9/11/2023

Re: Inventory Control # CH304
Description: Printer
S/N#: VNBD701105

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

[Signature]
Department Head

This is acknowledged receipt of the above inventory item on this the 28th day of September, 2023

[Signature]
Inventory Clerk

9/14/2023
FAOFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

09:52:36
GINGER
Key #: 3598

Description: PRINTER- HEWLETT PACKARD
Location: ANN'S OFFICE
Vendor: SHI Serial #: VNB0701105
Property #: CH304 Project #: _____ Current Value: 524.98
*Department #: 101 CHANCERY CLERK Objective #: 87 OTHER FURNITURE
*Acquisition: P PURCHASED *Disposal: _____
Ledger? Y (Y/N)
*Asset Type: CMP COMPUTER EQUIPM Useful Life: 3 Years
Salvage %: 1 Salvage \$: _____ 5 Cap Threshold: 5000
GASB Eligible? N (Y/N) Depreciate? N (Y/N)
Accumulated Depreciation: _____
Cap Value: 524.98 Date: 12/10/2022
Remarks: PRINTER FOR ANN

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

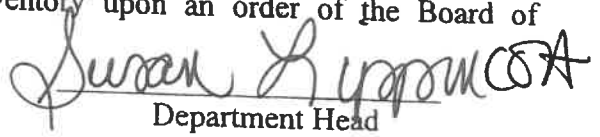
To: Amy G. Berry
Inventory Control Clerk

From: Susan Lippincott

Date: 7/13/2023

Re: Inventory Control # C6DC35
Description: Cell phone
S/N#: 352945782605608

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


Department Head

This is acknowledged receipt of the above inventory item on this the 28th day of September, 2023.


Inventory Clerk

7, /2023
FA...M
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

13:02:03
GINGER
Key #: 348

Description: CELL PHONE- SAMSUNG

Location: APRIL A EDWARDS

Vendor: CSPIRE

Serial #: 352945782665608

Property #: CCDC35

Project #: _____

Current Value: 400.00

*Department #: 164

CIRCUIT COURT D

Objective #: 87

OTHER FURNITURE

*Acquisition: P

PURCHASED

*Disposal: _____

Ledger? Y (Y/N)

*Asset Type: CELL CELLULAR PHONES

Useful Life: 5 Years

Salvage %: 10 Salvage \$: 40

Cap Threshold: 5000

GASB Eligible? N (Y/N)

Depreciate? N (Y/N)

Accumulated Depreciation: _____

Cap Value: 400.00 Date: 11/10/2021

Remarks: SAMSUNG CELLPHONE FOR APRIL A EDWARDS DC

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

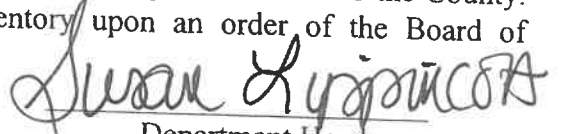
To: Amy G. Berry
Inventory Control Clerk

From: Susan Lipincoff

Date: 7/13/2023

Re: Inventory Control # CCOC 33
Description: Cell phone
S/N#: 354992/11190171

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


Department Head

This is acknowledged receipt of the above inventory item on this the 28th day of September, 2023


Inventory Clerk

7/13/2023
FACFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

13:01:52
GINGER
Key #: 3366

Description: CELLPHONE-GALAXAY
Location: DRUG COURT- APRIL EDWARDS
Vendor: CSPIRE Serial #: 354992111170171
Property #: CCDC33 Project #: _____ Current Value: 400.00
*Department #: 164 CIRCUIT COURT D Objective #: 87 OTHER FURNITURE
*Acquisition: P PURCHASED *Disposal: _____
Ledger? Y (Y/N)
*Asset Type: CELL CELLULAR PHONES Useful Life: 5 Years
Salvage %: 10 Salvage \$: 40 Cap Threshold: 5000
GASB Eligible? N (Y/N) Depreciate? N (Y/N)
Accumulated Depreciation: _____
Cap Value: 400.00 Date: 5/20/2021
Remarks: CELL PHONE FOR APRIL EDWARDS

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

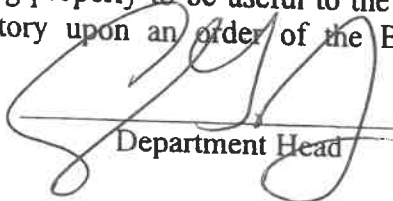
To: Amy G. Berry
Inventory Control Clerk

From: Amy Berry

Date: 9/14/2023

Re: Inventory Control # CH236
Description: Time clock
S/N#: 540825

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


Department Head

This is acknowledged receipt of the above inventory item on this the 28th day of September, 2023


Inventory Clerk

9/14/2023
FAOFEM
Delete:

FIXED ASSETS
Other Furniture/Equipment File Maintenance

13:09:57
GINGER
Key #: 2748

Description: TIME CLOCK- RAPID PRINT
Location: CHANCERY CLERK'S OFFICE SHAKEENA'S DESK
Vendor: SYSTRONIC TIME SYSTEMS Serial #: 540825
Property #: CH236 Project #: _____ Current Value: 776.30
*Department #: 101 CHANCERY CLERK Objective #: 87 OTHER FURNITURE
*Acquisition: P PURCHASED *Disposal: _____
Ledger? Y (Y/N)
*Asset Type: OFE OTHER FURNITURE Useful Life: 7 Years
Salvage %: 10 Salvage \$: _____ 78 Cap Threshold: 5000
GASB Eligible? N (Y/N) Depreciate? N (Y/N)
Accumulated Depreciation: _____
Cap Value: 776.30 Date: 11/14/2013
Remarks: RAPIDPRINT TIME CLOCK

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

To: Amy G. Berry
Inventory Control Clerk

From: *Amy Berry*

Date: *9/19/2023*

Re: Inventory Control # *CH 235*
Description: *Computer*
S/N#: *MKL 3140243*

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

[Signature]
Department Head

This is acknowledged receipt of the above inventory item on this the *20th* day of *September*, 20*23*

[Signature]
Inventory Clerk

F11
Del

FIXED ASSETS
Other Furniture/Equipment File Maintenance

13:09:19
GINGER
Key #: 2666

Description: COMPUTER-H.P. PRO 3500
 Location: CHANCERY CLERK'S OFFICE / VICKI'S DESK
 Vendor: GLOBAL COMPUTER SUPPLIES Serial #: MXL31902Y3
 Property #: CH235 Project #: _____ Current Value: 547.16
 *Department #: 101 CHANCERY CLERK Objective #: 87 OTHER FURNITURE
 *Acquisition: P PURCHASED *Disposal: _____
 Ledger? Y (Y/N)
 *Asset Type: CMP COMPUTER EQUIPM Useful Life: 3 Years
 Salvage %: 1 Salvage \$: 5 Cap Threshold: 5000
 GASB Eligible? N (Y/N) Depreciate? N (Y/N)
 Accumulated Depreciation: _____
 Cap Value: 547.16 Date: 5/30/2013
 Remarks: H.P. PRO 3500 COMPUTER FOR BECKY

Enter=Accept *F4=Prompt F8=Transactions F10=Delete F12=Cancel/No Update

EXHIBIT T

NO. _____

IN THE MATTER OF AUTHORIZING AND APPROVING TO AMMEND THE REQUEST OF THE
TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT TO ASSIST THE COUNTY WITH A
DITCH CLEAN OUT PROJECT LOCATED ON BILLY WHITE ROAD AND THE USE OF PLN MONIES FOR
THE PURCHASE OF MATERIALS

Supervisor Chandler offered and moved the adoption of the following resolution:

RESOLUTION

WHEREAS, a resolution was passed by this Board on March 9, 2023 approving the Tombigbee River Valley Water Management District to assist the County with the clean out of a ditch on Billy White Road as located in Section 20, Township 20, Range 13 in Clay County, Mississippi, and;

WHEREAS, it would appear further the Resolution as approved by this Board on March 9, 2023 should be amended to reflect the use of up to \$20,000 of the County's PLN Monies by the TRVWMD for the purchase of materials needed for this project, and;

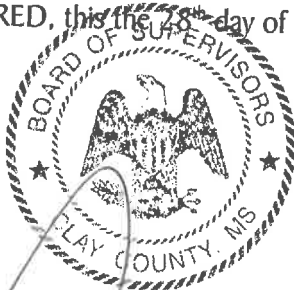
WHEREAS without immediate attention taken toward this project, considerable damage to property may result, and;

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


NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Clay County, Mississippi, that the Board hereby approves the Tombigbee River Valley Water Management District to perform the above stated task in Clay County, Mississippi as within their means to do so and further approves the use of up to \$20,000 of the County's PLN Monies by the TRVWMD for the purchase of materials for this project.


Supervisor Davis seconded the motion and with all members of the Board present and saying "AYE", the motion President declared the motion carried and the Resolution adopted and amended.

SO ORDERED, this the 18th day of September, 2023



ATTEST:


AMY G. BERRY, CHANCERY CLERK
CLERK OF THE BOARD
CLAY COUNTY MISSISSIPPI


LYNN HORTON, PRESIDENT
BOARD OF SUPERVISORS
CLAY COUNTY MISSISSIPPI

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