

*Minutes of  
Clay County Board of Supervisors  
Regular Meeting  
Thursday, January 27, 2022 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, January 27, 2022.

**PRESENT:**

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

Amy G. Berry, Chancery Clerk  
Angela Turner Ford, Board Attorney, Participating via Zoom Meets  
Eddie Scott, Sheriff

County Residents

The following proceedings were had:

**CALL TO ORDER/INVOCATION**

The meeting was called to order by Sheriff Eddie Scott. The welcome was given by Supervisor Horton with the invocation given by the former Mayor Robbie Robinson.

THERE WAS A BRIEF PURPLE HEART CEREMONY HONORING AND COMMENDING THE SERVICE OF DEPUTY KYLE EAVES FOR HIS BRAVERY AND COURAGE SHOWN WHEN IN OCTOBER 2021 HE RESCUED A CIVILIAN IN A HOSTAGE SITUATION WHICH RESULTED IN HIM BEING INJURED IN THE LINE OF DUTY. SHERIFF, EDDIE SCOTT, AND ALL SHERIFF DEPUTIES WERE PRESENT IN UNIFORM. THE COLOR GUARD WAS PRESENTED AND DEPUTY EAVES WAS COMMENDED FOR HIS SERVICE.

**RECESS**

Supervisor Lummus moved to take a brief recess.

The motion was seconded by Supervisor Davis.

**BACK IN SESSION**

Supervisor Chandler moved to come back in session.  
The motion was seconded by Supervisor Lummus.

#### ADOPTION OF AGENDA

Supervisor Deanes moved to adopt the agenda as presented.

The motion was seconded by Supervisor Chandler.

(Exhibit "A")

#### AMENDMENT OF AGENDA

Supervisor Chandler moved to amend the agenda as presented.

The motion was seconded by Supervisor Davis.

#### AMENDMENTS TO THE AGENDA

The following items were added to the agenda for further discussion and consideration by the Board:

There were no amendments to be added to the agenda.

#### AUTHORIZE AND APPROVE TO SPREAD ON THE MINUTES THE MONTHLY SERVICE REPORT FROM THE VETERAN'S SERVICE OFFICER FOR THE MONTH OF JANUARY 2022

Supervisor Deanes moved to authorize and approve to spread on the minutes the monthly service report from the Veteran's Service Officer for the month of January 2022.

The motion was seconded by Supervisor Davis.

(Exhibit "B")

#### AUTHORIZE AND AMMEND THE BUDGET TO COVER THE ANNUAL SERVICE FEE TO VETRA-SPEC, SOFTWARE USED BY THE VETERAN SERVICE OFFICER TO ASSIST THE VETERANS OF THE COUNTY

Supervisor Deanes moved to authorize and approve to amend the budget to cover the annual service fee to Vetra-Spec, software used by the Veteran's Service Officer to assist the Veterans of the County.

The motion was seconded by Supervisor Davis.

(Exhibit "C")

AUTHORIZE AND APPROVE PAYMENT TO THE CONSTABLES FOR THEIR NET MONTHLY GROSS FEE INCOME FOR THE MONTH OF JANUARY 2022

Supervisor Deanes moved to authorize and approve payment to the Constables for their Net Monthly Gross Fee Income for the month of January 2022.

The motion was seconded by Supervisor Chandler.

(Exhibit "D")

AUTHORIZE AND APPROVE OF THE CONTRACT WITH WEST LAW, THOMPSON REUTERS FOR THE MONTHLY SUBSCRIPTION FOR ON-LINE LEGAL RESOURCES FOR THE LAW LIBRARY AND FOR THE CLERK TO EXECUTE THE SAID CONTRACT

Supervisor Lummus moved to authorize and approve of the Contract with West Law, Thompson Reuters for the monthly subscription for on-line legal resources for the Law Library and for the Clerk to execute the said contract.

The motion was seconded by Supervisor Davis.

(Exhibit "E")

AUTHORIZE AND APPROVE TO SPREAD ON THE MINUTES THE FULLY EXECUTED AUDIT CONTRACT BETWEEN THE MS AUDITOR'S OFFICE, J E VANCE & COMPANY, AND CLAY COUNTY MISSISSIPPI

Supervisor Deanes moved to authorize and approve to spread on the minutes the fully executed audit contract between the MS Auditor's office , J. E. Vance & Company, and Clay County MS.

The motion was seconded by Supervisor Lummus.

(Exhibit "F")

AUTHORIZE AND APPROVE PAYMENT TO THE GOLDEN TRIANGLE LINK FOR SPECIAL SERVICES RENDERED IN THE AMOUNT OF \$3,500.00 AND FOR THE CLERK TO BILL THE CITY OF WEST POINT FOR THEIR ONE-HALF PORTION

Supervisor Deanes moved to authorize and approve payment to the Golden Triangle LINK for special services rendered in the amount of \$3,500.00 and for the Clerk to bill the City of West Point for their one-half portion.

The motion was seconded by Supervisor Lummus.

(Exhibit "G")

AUTHORIZE AND APPROVE THE APPOINTMENT OF RENEE VERNON WITH CLAY COUNTY MEDICAL CENTER AND B. J. MCCLENTON TO SERVE ON THE E911 BOARD FOR A THREE-YEAR TERM EFFECTIVE JANUARY 1, 2022 THROUGH DECEMBER 31, 2025

Supervisor Deanes moved to authorize and approve the appointment of Renee Vernon with Clay County Medical Center and B. J. McClenton to serve on the E911 Board for a three-year term effective January 1, 2022 through December 31, 2025.

The motion was seconded by Supervisor Lummus.

AUTHORIZE AND APPROVE TO ACCEPT THE DONATION OF A PASSENGER VAN FROM COMMUNITY COUNSELING SERVICE VALUED AT \$3,300.00 TO BE USED BY THE SANITATION DEPARTMENT

Supervisor Deanes moved to authorize and approve to accept the donation of a passenger van from Community Counseling Service valued at \$3,300.00 to be used by the Sanitation Department.

The motion was seconded by Supervisor Lummus.

(Exhibit "H")

AUTHORIZE AND APPROVE TO DESIGNATE FIVE UNMARKED SHERIFF VEHICLES AND ONE GHOST VEHICLE TO BE USED FOR INVESTIGATIVE PURPOSES AT THE CLAY COUNTY SHERIFF'S DEPARTMENT AND FOR THE CLERK TO SEND NOTICE TO THE MS DEPARTMENT OF REVENUE OF THE SAID DESIGNATION

Supervisor Deanes moved to authorize and approve to designate five (5) unmarked Sheriff vehicles and one (1) Ghost vehicle to be used for investigative purposes at the Clay County Sheriff's Department and for the Clerk to send Notice to the MS Department of Revenue of the said designation.

The motion was seconded by Supervisor Davis.

(Exhibit "I")

AUTHORIZE AND APPROVE OF THE MAINTENANCE AGREEMENT ON THE AS400 HARDWARE WITH IBM BUSINESS MACHINES CORPORATION AND FOR THE I/T ADMINISTRATOR, TREVA HODGE, TO EXECUTE THE SAID AGREEMENT ON BEHALF OF THE COUNTY

Supervisor Lummus moved to authorize and approve of the Maintenance Agreement for the AS400 Hardware with IBM Business Machines Corporation and for the I/T Administrator, Treva Hodge, to execute the said agreement on behalf of the County.

The motion was seconded by Supervisor Davis.

(Exhibit "J")

AUTHORIZE AND APPROVE TRAVEL FOR DEPUTY KYLE EAVES AND DEPUTY WILLIAM WESTBROOK TO TRAVEL TO THE REGIONAL TRAINING ACADEMY IN MERIDIAN MS ON NARCOTIC SEARCH WARRANT PLANNING & EXECUTION I CLASS, MARCH 14-18, 2022

Supervisor Deanes moved to authorize and approve travel for Deputy Kyle Eaves and Deputy William Westbrook to travel to the Regional Training Academy in Meridian, MS, March 14-18, 2022 to attend a Narcotic Search Warrant Planning & Execution Class.

The motion was seconded by Supervisor Lummus.

(Exhibit "K")

AUTHORIZE AND APPROVE TO GO IN CLOSED SESSION

Supervisor Lummus moved to authorize and approve to go into closed session.

The motion was seconded by Supervisor Deanes.

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

Supervisor Lummus moved to authorize and approve to go from closed session to executive session as allowed under section 25-41-7 of *the Mississippi Code of 1972* to discuss a personnel matter.

The motion was seconded by Supervisor Davis.

AUTHORIZE AND APPROVE TO COME OUT OF EXECUTIVE SESSION

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

The motion was seconded by Supervisor Lummus.

ADJOURN

Supervisor Davis moved to authorize and approve to adjourn until Monday, February 7, 2022, at 9:00 a.m. at the Clay County Courthouse.

The motion was seconded by Supervisor Deanes.

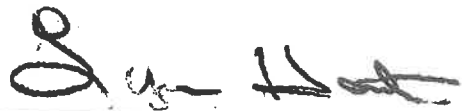
\*\*\*All motions were carried unanimously unless otherwise indicated.

SO ORDERED, this the 27th day of January, 2022.



ATTEST:

AMY G. BERRY, CHANCERY CLERK  
CLERK OF THE BOARD

  
LYNN HORTON, PRESIDENT  
CLAY COUNTY  
BOARD OF SUPERVISORS

# EXHIBIT A

523



**Clay County Board of Supervisors  
Agenda for Meeting  
Thursday, January 27, 2022, at 9:00 a.m.**

- Call to Order
- Welcome
- Prayer by Mayor, Robbie Robinson
- Adopt and Amend Agenda
- Eddie Scott, *Sheriff*
  - Presentation of Award
- Treva Hodge, *I/T Administrator*
  - Annual Renewal of Maintenance Contract
- Annie Hines-Goode, *Veteran's Service Officer*
  - Monthly Service Report
  - Amend Budget to cover Annual Software cost for Vetra-Spec
- Amy Berry, *Chancery Clerk*
  - Authorize and approve payment to Constables Net Monthly Gross fee income for the month of January
  - Authorize and approve contract with West Law Group Inc to continue monthly service for Law Library
  - Authorize and approve to spread on the minutes the fully executed Audit Contract between Office of State Auditor, J E Vance & Company, and Clay County for year 2021 and 2022
  - Authorize and approve payment to Golden Triangle LINK for \$3,500.00 for Special Services and for the Clerk to bill the City of West Point for their one-half portion
- Authorize and approve the appointment of Renee Vernon with Clay County Medical Center Hospital and B. J. McClenton to E911 Board effective January 2022 thru December 31, 2025
- Authorize and approve of the Unmarked Vehicle Designation
- Other Business
  - Ground Breaking Ceremony for new Federal Express Facility today at 3:00 at Charlie Ford Drive by Airport
- Request to go into Executive Session to discuss a personnel matter as allowed under Section 25-41-7 of the Mississippi Code of 1972
- Recess until Monday, February 7, 2022 at 9:00 a.m. at the Clay County Courthouse

**Amendments:**

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# EXHIBIT B

A		B	C	D	E	F	G	H	I	J
VSO MONTHLY REPORT			NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
1										
2	365 Court Street		29OCT-18NOV	19NOV-15DEC	16DEC- 26JAN					
3	P.O. Box 1203									
4	West Point, MS 39773									
5	662-494-1554(OFC) 391-1071(FAX)									
6	662-391-1071 (FAX)									
7	VSO REPORT									
8	HOMEBOUND		1	0	0					
9	TOTAL FILES		199	209	218					
10	VETERANS FROM OTHER COUNTIES		3	10	7					
11	NEW VETERANS		10	12	9					
12	NURSING HOME / AID & ATTENDANCE		0	2	3					
13	BURIAL BENEFITS		2	13	4					
14	NEW CASES 526-EZ		1	2	6					
15	10-10EZ HEALTH FACILITY		1	2	0					
16	SF 180 / DD21/ DD214 / NGB22		0	9	2					
17	MEDICAL EXPENSE REPORT		0	1	2					
18	MAILED		1	15	24					
19	10182 BVA BOARD OF APPEALS / NOD		1	2	4					
20	VIRTUAL BVA		2	1	4					
21	DECEASED		2	13	7					
22	F 2 F		9	36	39					
23	CALL IN		17	48	74					
24	MONTHLY TOTAL ASSISTED		26	84	113					
25	TOTAL FILES		199	209	218					
26	DAYS OF WORK		10	11	17					

# EXHIBIT C

## 001 GENERAL COUNTY

ACCOUNT #	DESCRIPTION	BUDGET	CU	AC
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## DEPT: 001-154 VETERANS ASSOC.

001-154-404	OFFICE/CLERICAL	8500.00-		
001-154-466	SOC SEC MATCHING	650.00-		
001-154-476	MEALS & LODGING	400.00-		
001-154-477	PRIVATE VEHICLE TRAVEL	600.00-		
TOTAL PERSONAL SERVICE		10150.00-		

001-154-501	POSTAGE & BOX RENT	126.00-		
001-154-502	TELEPHONE SERVICE	425.00-		
001-154-543	REP TO OFFICE FURN & EQUI	100.00-		
001-154-554	OTHER COMPUTER SERVICES	450.00-		
001-154-571	DUES & SUBSCRIPTIONS	100.00-		
001-154-583	SHIPPING CHARGES	20.00-		
001-154-585	SEMINARS/REGISTRATION FEE	100.00-		
TOTAL CONTRACTUAL SERVICE		1321.00-		

001-154-602	DUPLICATION & REPRODUCTIO			
001-154-603	OFF SUPPLIES & MATERIALS	400.00-		

## TOTAL GRANTS

001-154-919	OFF FURN & EQUIP- < \$5000			
TOTAL CAPITAL OUTLAY				

TOTAL VETERANS ASSISTANCE		11871.00-		
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INT ITY	Y-T-D ACTIVITY	BUDGET BALANCE	Y-T-D PERCENT	ENCUMBERED ACTIVITY
1.33-	5666.64-	2833.36-	66.6	1416.66
1.19-	433.52-	216.48-	66.6	109.38
		400.00-	.0	
		600.00-	.0	
52-	6100.16-	4049.84-	60.1	1525.04
	191.75-	65.75	152.1	99.75
		425.00-	.0	
		100.00-	.0	
		450.00-	.0	
		100.00-	.0	
	9.66-	10.05-	49.7	
		100.00-	.0	
	201.70-	1119.30-	15.2	99.75
	34.40-	34.40	.0	34.40
	467.35-	67.35	116.8	109.00
			.0	
	616.14-	616.14	.0	
	616.14-	616.14	.0	
52-	7419.75-	4451.25-	62.5	1768.19

**Expenditures Budget Request  
Departmental Summary  
For the Fiscal Year Ending September 30, 2022**

Fund Name: \_\_\_\_\_

Department: Veterans Service Office

	Requested	Approved
Total Personal Services	<u>8500.00</u>	_____
Total Contractual Services	<u>671.14</u>	_____
Total Consumable Supplies & Materials	<u>847.00</u>	_____
Total Grants, Subsidies, & Allocations	<u>0</u>	_____
Total Debt Service	<u>0</u>	_____
Total Estimated Expenditures	<u>11817.14</u>	_____

\* Request Overlay for Advertising, Veteran gathering throughout 2021 materials, documents, lanyards, etc...

# EXHIBIT D

**Calculation of Estimated Contributions/Wages For Constables  
January 2022**

**Calculation:**

	<b>Martha Gail Stafford</b>	<b>Sherman Ivy</b>	
Gross Fee Income *	\$810.00	\$3,070.00	(Input)
Minimum Withholding Rate	11%	11%	
Estimated Contributions	<u>\$89.10</u>	<u>\$337.70</u>	
Estimated Contributions	\$89.10	\$337.70	
Divided by PERS EE/ER	21.93%	21.93%	
Estimated Wages To Be Reported To PERS	<u>\$406.29</u>	<u>\$1,539.90</u>	
Estimated Wages	\$406.29	\$1,539.90	
Multiplied by PERS EE Rate	9.00%	9.00%	
Estimated PERS EE Contributions	<u>\$36.57</u>	<u>\$138.59</u>	
Estimated Wages	\$406.29	\$1,539.90	
Multiplied by PERS ER Rate	17.40%	17.40%	
Estimated PERS ER Contributions	<u>\$70.68</u>	<u>\$267.94</u>	

**\*\*Summary of Wages and Contributions to be reported to PERS For Constables: \*\***

Estimated Wages	\$406.29	\$1,539.90	
Estimated PERS EE Contributions	\$36.57	\$138.59	175.16
Estimated PERS ER Contributions	\$70.68	\$267.94	338.62
Total Estimated Contributions	<u>\$107.25</u>	<u>\$406.53</u>	

**\*\*Funds to be Paid to Constables\*\***

Gross Fee Income	\$810.00	\$3,070.00
Less: Total Estimated PERS EE/ER Contributions	<u>\$107.25</u>	<u>\$406.53</u>
Net Gross	\$702.75	\$2,663.47

Need an order to transfer to Payroll Clearing fund \$ 513.78 to remit with Retirement Contributions

\* Gross Fee Income is turned in to comptroller by the Justice Court Deputy.



# EXHIBIT E



THOMSON REUTERS

## Order Form

Order ID: Q-02277674

Contact your representative [alisha.reeves@thomsonreuters.com](mailto:alisha.reeves@thomsonreuters.com) with any questions. Thank you.

### Sold To Account Address

Account #: 1003204564  
CLAY COUNTY LAW LIBRARY  
PATRON ACCESS  
PO BOX 815  
WEST POINT MS 39773-0815 US

"Customer"

### Shipping Address

Account #: 1003204564  
CLAY COUNTY LAW LIBRARY  
PATRON ACCESS  
PO Box 815  
WEST POINT MS 39773-0815 US

### Billing Address

Account #: 1003204564  
CLAY COUNTY LAW LIBRARY  
PATRON ACCESS  
PO Box 815  
WEST POINT, MS 39773-0815  
US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

### ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$436.31	36

### Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

### Post-Minimum Terms

At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

### Miscellaneous

**Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party.

provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Acknowledgement: Order ID: C-0227674


Signature of Authorized Representative for order

Printed Name

Title

Date

This Order Form will expire and will not be accepted after 3/6/2022.

 <b>THOMSON REUTERS</b>	<b>Attachment</b> Contact your representative <a href="mailto:alisha.reeves@thomsonreuters.com">alisha.reeves@thomsonreuters.com</a> with any questions. Thank you.	<b>Order ID: Q-02277674</b>
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<b>Payment Method:</b> Payment Method: Bill to Account Account Number: 1003204564	<b>Order Confirmation Contact (#28)</b> Contact Name: Berry, Amy Email: <a href="mailto:aberry@claycounty.ms.gov">aberry@claycounty.ms.gov</a>
<b>Shipping Information:</b> Shipping Method: Ground Shipping - U.S. Only	<b>eBilling Contact</b> Contact Name Amy Berry Email <a href="mailto:aberry@claycounty.ms.gov">aberry@claycounty.ms.gov</a>

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1003204564	CLAY COUNTY LAW LIBRARY	WEST POINT MS 39773-0815 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
1	Seats	42567014	Patron Access State Specific Analytical
1	Seats	42115691	Mississippi Core for Patron Access (Westlaw PRO™)

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Amy	Berry	<a href="mailto:aberry@claycounty.ms.gov">aberry@claycounty.ms.gov</a>	EML PSWD CONTACT
Amy	Berry	<a href="mailto:aberry@claycounty.ms.gov">aberry@claycounty.ms.gov</a>	PATRON ACC TECH CONT

IP Address Information					
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
1.1.1.1					

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Charges During Minimum Term										
Material #	Product Name	Year 1 Monthly Charges	% Incr Yr 1-2	Year 2 Monthly Charges	% Incr Yr 2-3	Year 3 Monthly Charges	% incr Yr 3-4	Year 4 Monthly Charges	% incr Yr 4-5	Year 5 Monthly Charges
40757482	West Proflex	\$436.31	5.00%	\$458.12	5.00%	\$481.03	N/A	N/A	N/A	N/A

**Charges During Minimum Term**  
Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.

**Amy G Berry**

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**From:** hines-goode@claycounty.ms.gov  
**Sent:** Thursday, January 20, 2022 12:29 PM  
**To:** aberry@claycounty.ms.gov  
**Subject:** RE: Qtr End Budget as of 12/31/2021

Yes it is..

Annie Hines-Goode, VSO  
Clay County Veteran Service Officer  
65 Court Street  
P.O. Box 1203  
West Point, MS 39773  
662-494-1554  
[hines-goode@claycounty.ms.gov](mailto:hines-goode@claycounty.ms.gov)

**From:** Amy G Berry <aberry@claycounty.ms.gov>  
**Sent:** Thursday, January 20, 2022 8:04 AM  
**To:** hines-goode@claycounty.ms.gov  
**Subject:** RE: Qtr End Budget as of 12/31/2021

If I remember correctly, this is an annual expense... to have access to the system? Is that correct?

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

(662) 494-3124 phone  
(662) 492-4059 fax  
[aberry@claycounty.ms.gov](mailto:aberry@claycounty.ms.gov)  
[www.claycountymississippi.com](http://www.claycountymississippi.com)

**From:** hines-goode@claycounty.ms.gov <hines-goode@claycounty.ms.gov>  
**Sent:** Thursday, January 20, 2022 10:49 AM  
**To:** aberry@claycounty.ms.gov  
**Subject:** RE: Qtr End Budget as of 12/31/2021

Good morning Amy

The \$449.00 for the VetraSpec computer system is not on here, (other computer supplies)

Annie Hines-Goode, VSO  
Clay County Veteran Service Officer  
365 Court Street  
P.O. Box 1203  
West Point, MS 39773

662-494-1554

[hines-goode@claycounty.ms.gov](mailto:hines-goode@claycounty.ms.gov)

**From:** Amy G Berry <[aberry@claycounty.ms.gov](mailto:aberry@claycounty.ms.gov)>

**Sent:** Wednesday, January 19, 2022 10:33 AM

**To:** Annie Hines-Goode <[hines-goode@claycounty.ms.gov](mailto:hines-goode@claycounty.ms.gov)>

**Subject:** Qtr End Budget as of 12/31/2021

Mrs. Annie

Attached please find your qtr end budget as of 12/31/2021 for your review.

Let me know if you should need anything further.

Thank you

Amy G. Berry, Chancery Clerk

Clay County, MS

PO Box 815

365 Court Street

West Point, MS 39773

(662) 494-3124 phone

(662) 492-4059 fax

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

[www.claycountymississippi.com](http://www.claycountymississippi.com)

**From:** [ChanceryofficeCopier@claycounty.ms.gov](mailto:ChanceryofficeCopier@claycounty.ms.gov) <[ChanceryofficeCopier@claycounty.ms.gov](mailto:ChanceryofficeCopier@claycounty.ms.gov)>

**Sent:** Wednesday, January 19, 2022 12:00 PM

**To:** [aberry@claycounty.ms.gov](mailto:aberry@claycounty.ms.gov)

**Subject:** Message from KM\_658e ID1674 Clay County Chancery Vault

# EXHIBIT F



**STATE OF MISSISSIPPI**  
**OFFICE OF THE STATE AUDITOR**  
Shad White

December 20, 2021

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

Dear Honorable Berry:

Enclosed for your files is an executed Contract for Professional Services between Clay County and J.E. Vance & Company, P.A. for the performance of the services as set forth in the contract for Fiscal Years 2020-2021 and 2021-2022. This contract has been reviewed and signed by a representative of the Office of the State Auditor pursuant to Sections 7-7-211(e).

Please let us know if you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe E. McKnight".

Joe E. McKnight, CPA  
Director, County Audit Section

JEM/cpf

Enclosure

C: J.E. Vance & Company, P.A.  
David N. Byrd, Shareholder



**CONTRACT FOR PROFESSIONAL SERVICES**

This document reflects a contractual agreement entered into as of the 15<sup>th</sup> day of November among the Office of the State Auditor, Clay County (herein referred to as the "County") and J.E. Vance & Company, P.A. (herein referred to as the "Firm") to provide services, materials and personnel to perform the work as specified in paragraph 1.

**Scope of Services**

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

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

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

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

**Authorized Representatives**

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

**Office of the State Auditor**

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

**Clay County, Mississippi**

Name: Amy G. Beck  
 Title: County Clerk  
 Address: P.O. Box 815, 365 Court Street, West Point, MS 39773

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

Name: David N. Bynum  
 Title: Shareholder  
 Address: P.O. Box 1280, 825 Jefferson Street, Tupelo, MS 38802

RECEIVED  
 DEC 16 2021

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

Contract Fee Consideration

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

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

The said fee is based on:

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

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

Compliance with Laws and Professional Standards

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

Reportable Findings

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

#### Termination of Contract

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

#### Firm's Requirements of Services

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

#### Responsibility of Firm to Distribute Audit Report

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

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

#### Engagement Letter

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

#### Progress Reports

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

Payment

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

Approval

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

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

Contract Expiration

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

Ownership of Documents and Work Papers Upon Termination of Contract

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

Reduction of Compensation

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

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

Contract Termination Compensation

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

Termination of Contract

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

Modification or Renegotiation

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

Contractor Requirements

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

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

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

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

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

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

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

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

#### Confidential Information

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

#### Contract Governance

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

#### Disputes and Arbitration

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

#### Compliance with Laws

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

#### Change in Scope of Work

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

Assignment

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

Failure to Enforce

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

Availability of Funds

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

Insurance Requirements

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

Severability

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

Entire Agreement

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

Address Changes

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

System

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

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

#### Representation Regarding Contingent Fees

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

#### Representation Regarding Gratuities

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

#### Certification of Independent Price Determination

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

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

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

#### Whistleblower Protection

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



#### Reporting Requirements

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

#### Required Contract Provision to Implement ARRA Section 902

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

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

#### Authority of the Inspector General Provision

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

#### Availability and Use of Funds

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

#### Federal, State and Local Tax Obligations

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

#### Anti-Discrimination and Equal Opportunity

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

**Additional Requirements**

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

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

**COUNTY REPRESENTATIVES**

**CLAY COUNTY**

SIGNED:

*Shelton L. Leanes*

WITNESS:

*Vicki Ray*

TITLE: President Board of Supervisors

DATE:

*11/15/2021*

SIGNED:

*[Signature]*

WITNESS:

*Vicki Ray*

TITLE: Chancery Clerk

DATE:

*11/15/2021*

**FIRM REPRESENTATIVE**

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

SIGNED:

*David N. Bynum*

WITNESS:

*Loi Hillmore*

TITLE:

*Shareholder*

DATE:

*11/15/2021*

OFFICE OF THE STATE AUDITOR

SIGNED:



WITNESS:



TITLE: Director, County Audit Section

DATE:

12-22-2021

## CERTIFICATIONS SCHEDULE

Audit Service Provider:

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

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

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

I. Type of business (check appropriate box).

(    ) Individual                      (    ) Partnership                      ( X ) Corporation

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

J. Parent company and employer identification number.

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

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

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

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

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

Firm's E. I. No. 64-0789840

Parent Company's E. I. No. \_\_\_\_\_

K. Certificate of independent price determination.

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

a. that the prices in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other firm or with any competitor,

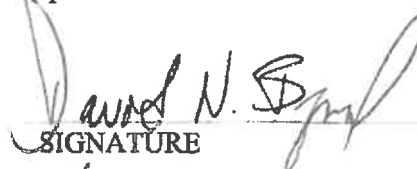
b. that unless otherwise required by law, the prices have not been knowingly disclosed by the firm and will not knowingly be disclosed by the firm prior to award, directly or indirectly, to any other firm or to any competitor; and,

c. that no attempt has been made or will be made by the firm to induce any other person or firm to submit or not to submit a price proposal for the purpose of restricting competition.

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

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

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

  
SIGNATURE

Shareholder  
TITLE

J.E. Vance & company, P.A.  
FIRM

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

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

**CERTIFIED PUBLIC ACCOUNTANTS**

**825 JEFFERSON STREET  
POST OFFICE BOX 1280  
TUPELO, MISSISSIPPI 38802**

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

October 29, 2021

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

Dear Amy:

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

**1. Firm Background and Experience**

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

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

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

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

#### **James E. Vance, CPA**

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

#### **David N. Byrd, CPA**

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

#### **Daniel E. Frey, CPA**

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

# EXHIBIT G

GOLDEN TRIANGLE DEVELOPMENT LINK  
PO BOX 1328  
Columbus, MS 39703 US  
6623288369  
mwilson@gtrlink.org  
www.gtrlink.org

Invoice

BILL TO  
Clay County  
Clay County Board of Supervisors  
PO Box 815  
West Point, MS 39773

SHIP TO  
Clay County  
Clay County Board of Supervisors  
PO Box 815  
West Point, MS 39773

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
257721	01/07/2022	\$3,500.00	02/01/2022	Due on receipt	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Clay County Reimbursement	Jones Walker 1109611	1	3,500.00	3,500.00
Jones Walker 1109611		BALANCE DUE			\$3,500.00



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

**Payments Only:** [jwar@joneswalker.com](mailto:jwar@joneswalker.com)  
**Billing Inquiries:** [creditmanager@joneswalker.com](mailto:creditmanager@joneswalker.com)  
**Fed. I.D. # 72-0445111**

December 28, 2021

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

Client: 028755  
Matter: 14068102  
Invoice # 1109611

RE: General Project Advice - Clay County

REMITTANCE PAGE

Date	Invoice Number	Fees	Other Charges	Other Adjustments	Payments	Balance Due
<b>Current Invoice:</b>						
12/28/21	1109611	\$3,500.00	\$0.00		\$0.00	\$3,500.00
<b>Grand Total Due – This Matter</b>						<b>\$3,500.00</b>

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

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

**Credit: Jones Walker LLP**  
**Account No.: 20000247731**



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

Payments Only: [iwar@joneswalker.com](mailto:iwar@joneswalker.com)  
Billing Inquiries: [creditmanager@joneswalker.com](mailto:creditmanager@joneswalker.com)  
Fed. I.D. # 72-0445111

December 28, 2021

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

Client: 028755  
Matter: 14068102  
Invoice #: 1109611

RE: General Project Advice - Clay County

Date	Initials	Description	Hours	Amount
11/16/21	CSP	Telephone conference with J. Higgins re Yokohama rail project and proposed funding from MDA re same; advise re best approaches to structure sources of funding to both the county and Yokohama; Follow-up call with J. Higgins and B. Calvert re budget for both county portion of rail project as well as Yokohama portion for purposes of allocating grant funding; Telephone conference with S. Watson re same.	0.90 ✓	450.00
11/22/21	CSP	Telephone conference with J. Higgins re status of MDA offer of loans and grants for Yokohama rail spur repair; related emails with B. Calvert re extension of current construction bid; telephone conference with S. Watson re Grant terms and agreements; prepare tri-party grant agreement between the county, Yokohama and MDA; related correspondence with J. Higgins; edit, revise and recirculate draft grant agreement.	3.50 ✓	1,750.00
11/23/21	CSP	Multiple emails with MDA re proposed grants for rail spur repair; prepare and circulate for review draft of grant agreement between Yokohama and MDA.	2.60 ✓	1,300.00
Total Fees:				\$3,500.00

Timekeeper Summary

Initials	Timekeeper	Hours	Rate	Amount
CSP	Christopher S. Pace	7.00	\$500.00	\$3,500.00
Totals		7.00		\$3,500.00

TOTAL AMOUNT DUE THIS INVOICE

\$3,500.00

# EXHIBIT H



# CERTIFICATE OF TITLE

Form 79-001-05-7-1-000

STATE OF MISSISSIPPI

#102

ORIGINAL

VEHICLE IDENTIFICATION NUMBER 1FBSS31L86DB09129  
 MAKE FORD YEAR 2006 MODEL E35 BODY PK TITLE NUMBER E244926-01

TITLE DATE 10122006 DATE OF FIRST SALE FOR USE NEW ONLY 09082006 NO. CYL. 08 NEW / USED X TYPE OF VEHICLE TRUCK PASS. OR GVW 000

ODOMETER - TENTHS NOT INCLUDED

000015

ACTUAL MILEAGE

OWNER

COMMUNITY COUNSELING SERVICE  
 P O BOX 1188  
 STARKVILLE MS 39760

1ST LIENHOLDER (OR OWNER IF NO LIEN)

COMMUNITY COUNSELING SERVICE  
 P O BOX 1188  
 STARKVILLE MS 39760

DATE:

MONTH | DAY | YEAR

2ND LIENHOLDER

DATE:

MONTH | DAY | YEAR

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF

1ST LIEN

(LIENHOLDER)

BY

(SIGNATURE AND TITLE)

THIS

DAY OF

20

2ND LIEN

(LIENHOLDER)

BY

(SIGNATURE AND TITLE)

THIS

DAY OF

20



IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE

12 DAY OF

OCTOBER

2006

06284538029

01847

CONTROL NUMBER

14369954

STATE TAX COMMISSION

*Joseph L. Blount*

The Mississippi State Tax Commission hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the State Tax Commission. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

VOID IF ALTERED

\*\*\*NOTICE: ANY ALTERATION OR ERASURE VOIDS THE ASSIGNMENT AND ALL ASSIGNMENTS THAT FOLLOW\*\*\*

Federal and State Law requires that you state the mileage in connection with the transfer of ownership. Failure to complete, or providing a false statement, may result in fines and/or imprisonment.

### ASSIGNMENT OF TITLE BY REGISTERED OWNER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

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

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

107305  
ODOMETER READING (No Tenths)

CAUTION: READ  
CAREFULLY BEFORE  
YOU CHECK A BLOCK

- ☐ 1. The mileage stated is in excess of its mechanical limits.  
☐ 2. The odometer reading is not the actual mileage.  
WARNING - ODOMETER DISCREPANCY

SELLER:

Signature(s) \_\_\_\_\_

Printed Name(s) Debra D. Duggin

Date of Sale 1/14/2022

"I am aware of the above odometer certification made by seller"

BUYER:

Signature(s) \_\_\_\_\_

Printed Name(s) \_\_\_\_\_

Executive Director  
Community Counseling Services

### FIRST RE-ASSIGNMENT BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

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

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING (No Tenths)

CAUTION: READ  
CAREFULLY BEFORE  
YOU CHECK A BLOCK

- ☐ 1. The mileage stated is in excess of its mechanical limits.  
☐ 2. The odometer reading is not the actual mileage.  
WARNING - ODOMETER DISCREPANCY

DEALER OR AGENT:

Signature(s) \_\_\_\_\_

Printed Firm Name \_\_\_\_\_

Date of Sale \_\_\_\_\_

"I am aware of the above odometer certification made by seller"

BUYER:

Signature(s) \_\_\_\_\_

Printed Name(s) \_\_\_\_\_

### SECOND RE-ASSIGNMENT BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

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

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING (No Tenths)

CAUTION: READ  
CAREFULLY BEFORE  
YOU CHECK A BLOCK

- ☐ 1. The mileage stated is in excess of its mechanical limits.  
☐ 2. The odometer reading is not the actual mileage.  
WARNING - ODOMETER DISCREPANCY

DEALER OR AGENT:

Signature(s) \_\_\_\_\_

Printed Firm Name \_\_\_\_\_

Date of Sale \_\_\_\_\_

"I am aware of the above odometer certification made by seller"

BUYER:

Signature(s) \_\_\_\_\_

Printed Name(s) \_\_\_\_\_

### THIRD RE-ASSIGNMENT BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

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

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING (No Tenths)

CAUTION: READ  
CAREFULLY BEFORE  
YOU CHECK A BLOCK

- ☐ 1. The mileage stated is in excess of its mechanical limits.  
☐ 2. The odometer reading is not the actual mileage.  
WARNING - ODOMETER DISCREPANCY

DEALER OR AGENT:

Signature(s) \_\_\_\_\_

Printed Firm Name \_\_\_\_\_

Date of Sale \_\_\_\_\_

"I am aware of the above odometer certification made by seller"

BUYER:

Signature(s) \_\_\_\_\_

Printed Name(s) \_\_\_\_\_

### LIENHOLDER TO BE SHOWN ON NEW TITLE

Lien in favor of \_\_\_\_\_

whose address is \_\_\_\_\_

the reverse side of this Certificate

is dismantled, or destroyed on \_\_\_\_\_

20 \_\_\_\_\_

Vehicle Signature

Vehicle must be mailed or delivered to the State Tax Commission. I hereby warrant that the Vehicle described on \_\_\_\_\_

# EXHIBIT I

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

**IN THE MATTER OF UNMARKED VEHICLES AND GHOST VEHICLE IN THE  
CLAY COUNTY MISSISSIPPI SHERIFF'S DEPARTMENT**

---

There came on this day for consideration the matter of unmarked vehicles and ghost vehicles in the Clay County Mississippi Sheriff's Department.

Supervisor Deanes moved to authorize and approve the Sheriff of Clay County, Mississippi to use the following vehicles as unmarked and ghost pursuant to Section 19-22-15, of the *Mississippi Code of 1972*.

Unmarked	SD1919	2021 RAM 1500 Classic	VIN: 1C6RR7LTMS559851
Unmarked	SD1931	2021 RAM 1500 Classic	VIN: 3C6RR7KT5MG691838
Unmarked	SD1637	2016 Dodge RAM Truck	VIN: 1C6RR7XT9GS250784
Unmarked	SD1498	Dodge Ram Truck	VIN: 1C6RR7XT7ES223046
Unmarked	SD1679	2014 Chevrolet Tahoe	VIN: 1GNLC2E09ER143449
Ghost	SD1717	2018 Chevrolet Tahoe	VIN: 1GNLCDEC5JR268304

These vehicles will be used for sensitive investigation procedures where marked vehicles would hinder the law enforcement investigative process.

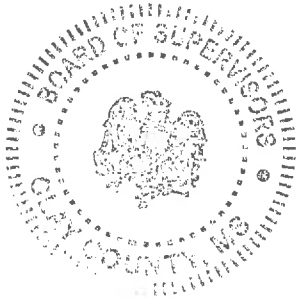
This Board further orders the Clerk to attach hereto as Exhibit I a list of all vehicles owned by Clay County and assigned to the Sheriff's Department.

It is, also, further ordered that this order cancels and supersedes any previous orders of this Board relating to unmarked vehicles of Clay County , Mississippi Sheriff's Department.

The motion was seconded by Supervisor Davis.

The motion carried unanimously.

SO ORDERED, this the 27<sup>th</sup> day of January, 2022.



Lynn Horton, President  
Clay County Board of Supervisors

ATTEST:

Amy G. Berry, Chancery Clerk  
Clerk of the Board

PERSON	BADGE #	CAR #	VIN #	STATUS
EDDIE	C1	SD1919	S559851	UNMARKED
RAM	C2	SD1931	G691838	UNMARKED
TERRY	C3	SD1637	S250784	UNMARKED
STEPHEN	C4	SD1498	S223046	UNMARKED
JEREMY	C6	SD1679	R143449	UNMARKED
ANTHONY	C8	SD1717	R268304	GHOST

# EXHIBIT J



P.O Box 24055  
Newark, NJ 07101-0406

## Quote

Quote Number

Date

1/19/22

**Bill to:**

Clay County MS Board of Supervisors  
365 Court Street  
West Point, MS 39973

**Ship to:**

Same

VSS, LLC is pleased to quote you the following items for purchase:

Customer ID		Salesperson	Payment Terms		
		Brent Herring	N30		
Qty	Item Number	Description	Sale Price	Ext. Sale Price	
1	iSeries	IBM 1 YR Hardware Maintenance for 8286-41A serial# 9E5CX	\$1,200	\$1,200.00	
1	LTO Tape	IBM 1 YR Hardware Maintenance for 3580-H6S serial# 95RV709	\$1,150	\$1,150.00	
IBM iSeries Renewal Total				\$2,350.00	

Buyer Contact Name Treva Hodge  
Buyer Contact Email [thodge@claycounty.ms.gov](mailto:thodge@claycounty.ms.gov)  
Buyer Contact Phone 662-494-3124  
Quote Submitted by: Brent Herring  
Customer Purchase Order #:

Customer Signature:

VSS, LLC operates as a Virginia Limited Liability Company

[www.thinkvss.com](http://www.thinkvss.com)

Page 1



## APPENDIX A: TERMS & CONDITIONS

**SALE.** VSS shall sell to the Customer and the Customer shall purchase from VSS the Products described on the foregoing invoice (the "Invoice"), subject to all of the terms and conditions contained herein (the Quote and this Appendix A being hereinafter collectively referred to as this "Agreement").

**SALES PRICE AND ADDITIONAL CHARGES.** The Sales Price for the Products shall be in the amount and due as specified in this Agreement. If not received when due, the Customer may, to the extent permitted by law, be assessed a monthly late charge equal to 1.5% of the amount then due that remains unpaid. In addition to the Sales Price, the Customer agrees to pay to VSS the following charges as they may apply:

- A. All shipping costs to the "Ship To" address as set forth in the Quote;
- B. All usual installation costs;
- C. All costs incurred by VSS if the Customer cancels or alters a Quote; and
- D. All late payment and finance charges.

**SOFTWARE DISCLAIMER.** The Products may include software (the "Software") in which VSS has no proprietary rights and, notwithstanding anything herein to the contrary, no such rights shall be transferred to the Customer hereunder. The Customer shall enter into a separate license for the use of the Software and agrees that VSS shall be a third party beneficiary under such license to the extent permitted pursuant to the terms thereof.

**TITLES, SECURITY INTEREST, RISK OF LOSS, AND EXPENSES.** Except as provided in under the Section entitled Software Disclaimer above, title to the Products shall vest in the Customer upon delivery of the Products and payment in full of the Sales Price and all additional charges required to be paid hereunder. The Customer grants to VSS a purchase money security interest in and lien on the Products and all proceeds thereof to secure the prompt payment by the Customer when due of all amounts payable to VSS and all other obligations of the Customer contained in this Agreement. Upon VSS's request, the Customer will execute such financing statements needed to show VSS's security interest. The security interest shall terminate as to each unit of the Product upon full payment of the Sales Price and all additional charges that are required to be paid hereunder. The Customer shall bear the risk of loss, damage and destruction to any Product from every cause once the Product has been received by the carrier for shipment to the "Ship To" address on the Quote. Any such loss, damage or destruction shall not relieve the Customer from any obligations under this Agreement. The Customer shall bear the cost of all insurance for the Products from the time received by the carrier for shipment to the Customer.

**EXTRA FEATURES.** If upon delivery any Product contains features not specified on the Quote, VSS, at its own expense, may remove them. Removal shall be by the manufacturer (or another party acceptable to the Customer) upon the request of VSS and at a time reasonably convenient to the Customer.

**TAXES.** All sales taxes applicable to the sale as referenced by this Agreement shall be borne by the Customer and paid to VSS as invoiced. However, if VSS does not maintain a sales tax permit with the state where the Products were shipped, the Customer shall be responsible for payment of use tax to the appropriate tax authority. If the Customer is purchasing any Product for resale, a duly executed resale certificate shall be delivered to VSS before shipment of the Product.

**TERMINATION.** This Agreement shall terminate upon the occurrence of one or more of the following:

- A. Mutual written agreement of the parties to terminate this Agreement;
- B. Written notice from one of the parties to the other party; provided, however, that this Agreement shall not terminate with respect to, and until the work under, all outstanding Customer Orders has been completed and accepted by the Customer and all fees have been paid in connection therewith;
- C. The Customer refuses or is unable to accept delivery of any item or Product;
- D. The Customer becomes insolvent or subject to proceedings under any Federal or state law relating to bankruptcy or the relief of creditors, or makes any assignment for the benefit of creditors;
- E. The Customer suffers a material adverse change in its financial condition or otherwise that affects the Customer's ability to perform all of its obligations under this Agreement and any Customer Order (as determined by VSS using its reasonable discretion); or
- F. Either party fails to perform in any material way any other obligation of such party under this Agreement and/or any Customer Order and the defaulting party fails to cure such breach within fifteen (15) days following written notice thereof from the non-defaulting party.

Either party's right to terminate shall be exercised by written notice. Upon termination under subsections C, D, E or F of this Article, the Customer shall be liable to VSS for any and all loss, damage, penalties and excess cost, if any, incurred by VSS as a result of such termination or the Customer's failure to perform, and VSS shall be entitled to immediate possession of any and all Products for which payment in full has not been received without liability for entering Customer's premises for such purpose and to retain all monies paid hereunder as an offset to VSS's damages. The remedies provided in this Agreement shall not be the exclusive remedies available to VSS and shall be in addition to any other remedies in law or equity, and no action by either party shall constitute a waiver of any such right or remedy. The election of one or more remedies shall not bar the use of other remedies.

**FORCE MAJEURE.** If VSS is unable to deliver the Products for any reason beyond the control of VSS, or as a result of strikes, work stoppages, shortages of Products or materials, delays by vendors, riot, war, flood or disaster, VSS shall not be liable for such failure during the period of and to the extent of the disability. If the disability prevents or interferes with the shipment of the Products by the carrier, which VSS would ordinarily have used, shipment shall not be made by a more costly means unless the Customer advises VSS that the Customer will assume the additional costs.

**MAINTENANCE, WARRANTIES AND DISCLAIMERS.** VSS warrants that it has the full right to sell the Products when they are delivered, free and clear of any liens and encumbrances and that, upon installation, the Products will be eligible for the manufacturer's standard maintenance agreement, provided, if required, that the Customer contracts for such maintenance with the manufacturer prior to installation of the Products. VSS further warrants and represents that any services provided by VSS hereunder in connection with the Products shall be delivered in a workmanlike manner and in keeping with the standards prevalent in the industry. The Customer, recognizing that VSS is not the manufacturer of nor provider of third party services comprising the Products, expressly waives any claim against VSS based upon any infringement, or alleged infringement, of any patent, copyright or trademark with respect thereto. The Customer shall be the beneficiary of, and entitled to, any warranty rights from the manufacturer and/or any third party service provider of the Products, as though the Customer were the direct purchaser thereof to the extent permitted by the manufacturer and/or third party service provider.

The foregoing warranties are in lieu of any other express or implied warranties by VSS, including but not limited to any warranty of merchantability or fitness for a particular purpose and of any other obligation on the part of VSS with respect to the Products. The Customer acknowledges that it has selected the Products based on its own judgment and expressly disclaims any reliance upon statements, the rendering of technical advice or service by

VSS in connection with this Agreement, any Products and/or any Quote. The Customer agrees that VSS will not be liable for any warranty, loss of profits, or special, incidental, exemplary or consequential damages of any kind or for any reason.

The Customer warrants that any workplaces owned, leased or supervised by the Customer and to which VSS employees or subcontractors may be assigned shall be maintained free from any unreasonable hazards or defects.

**INDEMNITY.** VSS agrees to indemnify, defend and hold harmless the Customer from and against any and all claims, demands or actions brought by any third party for damage to tangible personal property and bodily injury (including death) resulting from the negligence or illegal acts of VSS unless such liability has been expressly waived or limited by the terms of this Agreement.

The Customer agrees to defend, indemnify and hold harmless VSS and its officers, agents, members and employees from and against all third-party claims, losses, costs, expenses and damages arising for or related to any damage or loss arising out of the removal, use, misuse, transportation, storage or disposal of the Products by the Customer or the Customer's officers, agents, members or employees. The Customer further agrees to indemnify, defend and hold harmless VSS from and against any claims, demands or actions in connection with actual or alleged violations of the Occupational Safety and Health Act or any similar state law governing work places owned, leased or supervised by the Customer and to which VSS employees or contractors may be assigned, except to the extent such violations arise from VSS's own negligent or illegal acts or omissions.

The indemnifying party agrees to defend against, and hold the indemnified party harmless from, any such claims and to pay all litigation costs (including the costs of any appellate bonds), all reasonable attorneys' fees, settlement payments and any and all damages awarded or resulting from any such claim. Each party shall assume full responsibility for its employees, agents, officers and subcontractors and shall indemnify the other party, under this Section, for any such claims arising out of the performance of services and/or provision of products by any such employees, agents, officers and subcontractors, except for such liability that has been expressly limited or waived under the terms of this Agreement.

The foregoing indemnities shall be contingent upon the following: the indemnified party shall: (1) give prompt written notice to the indemnifying party of any such claim, demand, or action for which indemnification is sought; (2) fully cooperate in the defense or settlement of any such claim, demand, or action; and (3) grant the indemnifying party sole control over the defense and settlement of such claim, demand or action provided the indemnifying party obtains the prior written consent of the indemnified party to any settlement or proposal of settlement (which consent shall not unreasonably be withheld).

In no event shall VSS have any liability under this Indemnity section be in excess of the applicable deductible owed by VSS and the amounts payable by the insurer under VSS's general liability insurance policy as provided for under the Insurance section herein.

**INSURANCE.** During the term of this Agreement and until the later of (i) with respect to VSS, the delivery by VSS of the Products to be provided hereunder and completion of all Customer Orders by VSS, and (ii) with respect to the Customer, the payment by the Customer to VSS of all amounts due under this Agreement, the parties shall maintain insurance coverage as follows:

A. Comprehensive General Liability Insurance in a form consistent with industry standards and with limits of at least One Million Dollars (\$1,000,000) combined single limit for bodily injury, personal injury and property damage for each occurrence.

B. Property and Casualty Insurance in a form consistent with industry standards and with limits sufficient to cover all Products, equipment and other deliverables provided and/or to be provided under this Agreement.

**CONFIGURATION.** The Customer has responsibility for all physical planning related to the installation of the Products, including but not limited to: SLSS manuals, cables, and connectors, and for determining that the equipment ordered is a "Manufacturer's Approved Configuration". "Manufacturer's Approved Configuration" shall be determined by the Customer upon review of information published by or for the manufacturer concerning the mechanical, electrical and electronic installation and inter-connection of the Products. Cards, tapes, other supplies, accessories and disk devices used with the Products must meet the specifications of the manufacturer and shall be supplied by the Customer at its sole cost and expense.

**LIMITATION OF LIABILITY.** In no event shall VSS's liability for breach of contract or damages to the Customer exceed the amount of money paid by the Customer to VSS under the applicable Customer Order under which the breach or damage arose. Products purchased under this Agreement shall be considered to have been accepted by the Customer upon completion of the installation and testing of the Products unless a written proof of claim is made by the Customer to VSS within ten (10) days of the completion of such installation and testing of the Products.

**CONFIDENTIALITY.** Each party will treat as confidential and not disclose to any third party or use for its own behalf any of the other party's proprietary or confidential information which such party obtains hereunder or in connection herewith. Each party shall use the same degree of care in protecting the other party's proprietary or confidential information as such party uses in protecting its own proprietary or confidential information. Promptly upon termination or cancellation of this Agreement, each party will discontinue its use of any of the other party's proprietary or confidential information and return the same to the other party, together with all copies, portions and other documents containing, in whole or part, such proprietary or confidential information.

**NOTICES.** All notices, requests, demands, consents or other communications given hereunder or in connection herewith shall be in writing, shall be sent by registered or certified mail, return receipt requested, postage prepaid, or by hand delivery or expedited delivery service, with delivery charges prepaid and with acknowledged receipt of delivery, or by email with acknowledgment of receipt, shall be deemed given on the date of acceptance or refusal of acceptance shown on such mail or hand delivery receipt, or on the date of acknowledgment of receipt of any email, and shall be addressed to the applicable party at the addresses shown on the signature page attached hereto.

#### GENERAL PROVISIONS

**Governing Law and Jurisdiction.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Mississippi. The parties hereto hereby irrevocably consent (i) to the jurisdiction of the Courts of the Madison County, Mississippi, and of any Federal Court located in the Southern District of Mississippi, Jackson Division, and agree that venue in each of such Courts is proper in connection with any action or proceeding arising out of or relating to this Agreement, and (ii) to the service of process by certified mail, return receipt requested. Nothing herein shall affect the right of any party to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against any party in any such jurisdiction.

**Entire Agreement/Amendments.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereunder and supersede any previous understandings, commitments, or agreements (oral or written) between the parties with respect to the subject matter hereunder. No statement or promise made by VSS which is not contained in this Agreement shall be binding on VSS.

VSS, LLC operates as a Virginia Limited Liability Company

Page 3

[www.thinkvss.com](http://www.thinkvss.com)

**No Third Party Beneficiaries.** The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto and, in the case of the Section entitled Indemnity above, any specified indemnified parties, and their heirs, executors, administrators, legal representatives, successors and assigns, and shall not be construed as conferring any rights on any other persons or third party beneficiary.

**Severability.** Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**Non-Waiver.** A term or condition of this Agreement can be waived only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed and, until performance of the term or condition is complete, the other party may invoke any remedy available under this Agreement or by law, despite such forbearance or indulgence.

**Captions.** Title and section headings contained in this Agreement are for convenient reference and do not constitute part of the Agreement.

**Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties of this Agreement and their respective successors and assigns; provided, however, that the Customer shall not assign this Agreement without the prior written consent of VSS and assignment of this Agreement by the Customer without the prior written consent of VSS shall be void.

**Counterparts.** This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered (whether via original, facsimile and/or email) shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by the parties. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

**Survival.** The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

**Attorney's Fees.** If either party elects to enforce the terms and conditions of this Agreement in any arbitration or litigation, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including those incurred on appeal, as determined by the arbitrator or court.

**Independent Contractors.** The relationship of the parties under this Agreement shall be and at all times shall remain one of independent contractor only. Neither party is an employee, agent or joint venture partner of the other party. Neither party shall have the authority to assume or create an obligation on behalf of the other party with respect to the Products or otherwise unless specifically instructed to do so, and shall not take any action which has the effect of creating the appearance of it having such authority.

**Time is of the Essence.** Time is of the essence with respect to this Agreement and the performance of the obligations hereunder.

**Conflict:** In the event of a conflict between these Terms & Conditions and the terms and provisions of an applicable Master Sales Agreement entered into between the Customer and VSS during the two years immediately preceding the date of this Quote, the terms and provisions of the Master Sales Agreement shall control over these Terms & Conditions.

## IBM Client Relationship Agreement (CRA)

**Client Name and Address:**

CLAY COUNTY  
365 COURT ST  
WEST POINT, MS 39773-2954

**IBM Address:**

International Business Machines Corporation  
3039 E Cornwallis Rd  
Research Triangle, NC 27709

**Customer Number:** 1824036

**Agreement Number:** AG-00054302  
**Created on:** 2022-01-27

Each party accepts the terms of this Client Relationship Agreement (CRA or Agreement) by signing this Agreement (or another document that incorporates it by reference) electronically (where recognized by law) or by hand. In the event of conflict, an Attachment prevails over this Agreement. A TD prevails over both the CRA and any Attachment and only applies to the specific transaction. This Agreement replaces any prior oral or written communications between Client and IBM.

As used in this Agreement and its applicable Attachments and Transaction Documents, "Client", "Customer", "you" and "your" refer to the Client identified herein.

The parties agree that the version of the Agreement in effect on the date that the signature page is created (as specified in the footer) will apply. Client is responsible for retaining a complete copy of the applicable terms for each transaction.

Client Relationship Agreement for Services

Z126-6555

The Client Relationship Agreement for Services can be found on the Internet at [www.ibm.com/terms/us](http://www.ibm.com/terms/us) or will be provided to the Client upon request.

**IBM Client Relationship Agreement (CRA)**

Agreed to:  
CLAY COUNTY (Client)  
By:

**e-Signed by Treva Hodge**  
\_\_\_\_\_  
Authorized signature  
Name:  
**Treva Hodge**  
\_\_\_\_\_  
Date:  
**2022-01-28 20:20:18 GMT**  
\_\_\_\_\_

Agreed to:  
International Business Machines Corporation (IBM)  
By:  
\_\_\_\_\_  
Authorized signature  
Name:  
\_\_\_\_\_  
Date:  
\_\_\_\_\_

IBM Technology Support Services (TSS)  
Schedule  
- Acquired from an IBM Business Partner -



*This Schedule contains a listing of the Eligible Machines at the Specified Locations identified herein for which IBM will provide the identified Services to the Client as described in the referenced Attachment for TSS transactions and any referenced transaction documents.*

<b>Client Name and Address:</b> CLAY COUNTY 365 COURT ST WEST POINT, MS 39773-2954	<b>BP Name and Address:</b> CONVERGE ACQUISITION LLC 130 TECHNOLOGY PKWY PEACHTREE COR, GA 30092-2908	<b>IBM Address:</b> International Business Machines Corporation 3039 E Cornwallis Rd Research Triangle, NC 27709
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**Customer Number:** 1824036

<b>Contract Number:</b>	ID-00055399	<b>Prepared Date:</b>	01/27/2022
<b>Contract Start Date:</b>	02/01/2022	<b>Initial Term Commitment:</b>	12 months
<b>Contract End Date:</b>	01/31/2023	<b>Automatic Renewal:</b>	Yes
<b>Agreement Number:</b>	AG-00054302		
<b>Attachment Number:</b>	TSA-00054303		
<b>This offer is valid until:</b>	04/26/2022		

This Schedule is an offer from IBM which is valid only through the date specified above.

Customer Reference

Installation Customer Number	Installation Name and Address Specified Locations
4576548	CLAY COUNTY, 365 COURT ST, WEST POINT 39773-2954, MS

Machine/Service List

Installation Customer Number: 4576548

Offering Description	Product Description	Service Level Description <sup>4</sup>	QTY	Charge Start Date	Charge Stop Date <sup>3</sup>	Code <sup>2</sup>
Type/Model/Serial: 3580 H6S 95RV709						
HWMA Storage	System Storage TS2260 Tape Drive Model H6S	On-site Repair,ORT=SD,24x7	1	02/01/2022		
3580 H6S	System Storage TS2260 Tape Drive Model H6S		1	02/01/2022		
Re-Establishment Fee Storage	System Storage TS2260 Tape Drive Model H6S	3 Lapsed Months	1	02/01/2022	02/01/2022	O
Type/Model/Serial: 8286 41A 789E5CX						
HWMA Power	IBM Power System S814	On-site Repair,ORT=SD,24x7	1	02/01/2022		
8286 41A	IBM Power System S814		1	02/01/2022		
8286 EPXK	4-Core 3.02 GHz POWER8 Processor Card		1	02/01/2022		
Re-Establishment Fee Power	IBM Power System S814	3 Lapsed Months	1	02/01/2022	02/01/2022	O

See Legend for details.



LEGEND

1 Change adjustments related to inventory and Service changes will be accumulated and invoiced with your next standard invoicing cycle (may be sooner for annual or semi-annual payment plans).

2 Codes:

E	End of Service
H	Indicates a Machine on an existing contract
L	Limited Support
O	One-time Charge
W	Machine under Warranty

3 Charge Stop Dates shown are those that differ from the Contract End Date.

4 Service Level Descriptions:

ORT	Onsite Response Target
SD	Same Day
SBD	Same Business Day (excluding weekends and holidays)
NBD	Next Business Day (excluding weekends and holidays)

**IBM Technology Support Services (TSS) Schedule - Acquired from an IBM Business Partner -**

**Data Processing Protection - IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and the DPA Exhibit at <https://www.ibm.com/mysupport/s/article/support-privacy> apply to Client personal data, if and to the extent: i) the European General Data Protection Regulation (EU/2016/679); and ii) other data protection laws identified at [www.ibm.com/dpa/dp](http://www.ibm.com/dpa/dp) apply.**

The parties acknowledge and agree that COVID-19 is an event beyond the parties' reasonable control and it is not possible to foresee (or advisable to try and foresee) its duration, impact or extent (including measures and recommendations that may be put in place by regulators). As such, where a party's non-monetary obligations are not performed, affected, and/or delayed and that is attributable to COVID-19 or its related impacts, notwithstanding any other provision in the agreement, the affected party will not be responsible for such non-performance, affected performance or delay. The parties will act reasonably to discuss the affected obligations, potential work-arounds and related issues in good faith and will document any agreed changes to the agreement.

This 1) Transaction Document, 2) the Attachment, and 3) the Agreement specified herein comprise the complete agreement regarding the Services and replace any prior oral or written communications between Client and IBM. Accordingly, neither party is relying upon any representation that is not specified in the complete agreement including, without limitation, any representations concerning 1) levels of service, hours, or charges to provide any Service; 2) the experiences of other clients; or 3) results or savings Client may achieve.

By accepting this Transaction Document, Client agrees that it has received, read, and agrees to be bound by, the terms comprising the complete agreement as listed herein. Client accepts the terms of this Transaction Document by 1) ordering, paying for, or using the Service referenced herein, or 2) signing it (or any other document that incorporates it by reference) by hand or electronically where recognized by law, if signature is required by either party. Client accepts each of the Transaction Documents listed below as if each were signed individually. Client further agrees that the Transaction Documents listed below also apply to the Services Client is acquiring under this Schedule.

The parties agree that the version of the Transaction document in effect on the date that the signature page is created (as specified in the footer) will apply. Client is responsible for retaining a complete copy of the applicable terms for each transaction.

*Statement(s) of Work (SOW)*

Statement(s) of Work can be found on the Internet at [www.ibm.com/terms/us](http://www.ibm.com/terms/us) or will be provided to the Client upon request.

**IBM Technology Support Services (TSS) Schedule - Acquired from an IBM Business Partner -**

Agreed to:  
CLAY COUNTY (Client)  
By:

**e-Signed by Treva Hodge**  
\_\_\_\_\_  
Authorized signature

Name:  
**Treva Hodge**  
\_\_\_\_\_  
Date:  
**2022-01-28 20:21:08 GMT**  
\_\_\_\_\_

Agreed to:  
International Business Machines Corporation (IBM)  
By:

\_\_\_\_\_  
Authorized signature

Name:  
\_\_\_\_\_  
Date:  
\_\_\_\_\_  
\_\_\_\_\_

**IBM Technology Support Services  
Technical Services Attachment for TSS Offerings  
(TSS TSA)**



**Client Name and Address:**

CLAY COUNTY  
365 COURT ST  
WEST POINT, MS 39773-2954

**IBM Address:**

International Business Machines Corporation  
3039 E Cornwallis Rd  
Research Triangle, NC 27709

**Customer Number:** 1824036

**TSA Number:** TSA-00054303  
**Agreement Number:** AG-00054302  
**Created on:** 01/27/2022

This 1) Technical Services Attachment for TSS Offerings (Attachment), 2) applicable Transaction Documents, and 3) the Agreement specified herein comprise the complete agreement regarding the Services and replace any prior oral or written communications between Client and IBM. Accordingly, neither party is relying upon any representation that is not specified in the complete agreement including, without limitation, any representations concerning 1) levels of service, hours, or charges to provide any Service; 2) the experiences of other clients; or 3) results or savings Client may achieve.

Each party accepts the terms of this Attachment by signing this Attachment (or another document that incorporates it by reference) electronically (where recognized by law) or by hand.

The parties agree that the version of the Attachment in effect on the date that the signature page is created (as specified in the footer) will apply. Client is responsible for retaining a complete copy of the applicable terms for each transaction.

Technical Services Attachment for TSS Offerings

Z126-8668

The Technical Services Attachment can be found on the Internet [www.ibm.com/terms/us](http://www.ibm.com/terms/us) or will be provided to the Client upon request.

Technical Services Attachment for TSS Offerings (TSS TSA)

Agreed to:  
CLAY COUNTY (Client)  
By:

**e-Signed by Treva Hodge**  
\_\_\_\_\_  
Authorized signature  
Name:  
**Treva Hodge**  
\_\_\_\_\_  
Date:  
**2022-01-28 20:20:38 GMT**  
\_\_\_\_\_

Agreed to:  
International Business Machines Corporation (IBM)  
By:  
\_\_\_\_\_  
Authorized signature  
Name:  
\_\_\_\_\_  
Date:  
\_\_\_\_\_

# EXHIBIT K

Narcotic Search Warrant Planning & Execution I

Classes

7693	7725	7638
Regional Counterdrug Training Academy MS NAS Meridian, Mississippi 03/13/23 - 03/17/23	JSU McClellan Center AL Anniston, Alabama 04/10/23 - 04/14/23  <a href="#">Click to Register</a>	Regional Counterdrug Training Academy MS NAS Meridian, Mississippi 10/03/22 - 10/07/22
		7639
		Regional Counterdrug Training Academy MS NAS Meridian, Mississippi 10/31/22 - 11/04/22

Description

Course length: 5 Days (40 Hours)

Designed For: Federal, State, and local Law Enforcement Officers who are tasked with the planning and execution of narcotic related arrests and search warrants.

Prerequisites: All participants must be local, State, or Federal Law Enforcement Officers with current commissions and in good standing with their respective Agencies. All participants should be in good general health and physical condition and capable of performing minimal physical skills associated with field exercises described in this course.

Description: This class provides the basics in planning, communications, rehearsals, execution and mechanics of movement. Successful employment of tactics learned in this course not only increases officer safety, but reduces the amount of illicit drugs and usually leads to additional investigations involving national/transnational criminal organizations (TOC), street drugs and OMG's.

Course Objectives:

- Planning, Intelligence Collection, Mission/Operation Orders, Threat Matrix
- Equipment selection, Personnel, Tactical medic support
- Communication and Coordination, Rehearsals
- Approaches, Team Movement, Stacking, alt Breach Points, Link Points, etc...
- Breaching (Manual, Ballistic, Flash-bang)
- Distractions, Diversions (Brake & Rake), Ruses
- Dynamic movement/flow, slow search options, Shield techniques
- Clearing, Threat Assessment, Commands/Communication
- Less Lethal Options, Abort & Rally Points, Breach & Bunker Options
- Searching techniques, Prisoner handling
- Evidence recovery, Documentation
- Critique, review, and training assessment

NOTICE: NO LIVE WEAPONS OR AMMO ARE REQUIRED FOR THIS COURSE. YOU WILL BE ISSUED SIMMUNITION GUNS AND AMMO.

Required:

1. BDU's or tactical clothing that allows for free movement Long sleeve blouse or shirt
2. Tactical footwear (boots preferred)
3. Hydration source such as Camel Bak or Canteen
4. Weather related clothing/protection (Rain Gear)

**Optional:**

- 1. Eye protection (wrap-around shooting glasses or goggles)
- 2. Ear protection (plugs or muffs)
- 3. Body armor (concealable with outer carrier or tactical)
- 4. Gloves (preferably tactical)
- 5. Flashlight (handheld)

This course incorporates lecture and table top exercises along with practical exercises and scenario based training.

The student will use hands-on performance based training designed to increase officer safety and efficiency in an effort to achieve over-all success.