

**Minutes of  
Clay County Board of Supervisors  
Regular Meeting  
Thursday, January 28, 2021 at 9:00 a.m.**

**BE IT REMEMBERED** a regular meeting of the Clay County Board of Supervisors was held at the Clay County Courthouse, West Point, Mississippi, on Thursday, January 28, 2021 at 9:00 a.m.

**PRESENT:**

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

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

County Residents

The following proceedings were had:

**CALL TO ORDER/INVOCATION**

The meeting was called to order by Clay County Sheriff Eddie Scott. The welcome was given by Supervisor Deanes with invocation given by Supervisor Luke Lummus.

**ADOPTION OF AGENDA**

Supervisor Lummus moved to adopt the agenda as presented.

The motion was seconded by Supervisor Horton.

(Exhibit "A")

**AMENDMENT OF AGENDA**

Supervisor Lummus moved to amend the agenda as presented.

The motion was seconded by Supervisor Chandler.

THE FOLLOWING ITEMS WERE APPROVED TO BE ADDED TO THE AGENDA FOR FURTHER DISCUSSION AND CONSIDERATION:

- Brittany Quinn with Prairie Opportunity regarding Employee Sharing Agreement
- Election Commissioners to discuss two to three issues
- Sheriff Eddie Scott authority to approve a grant application

AUTHORIZE AND APPROVE TO ACCEPT AND AWARD ENGINEERING CONTRACT FOR THE SILOAM WATER ASSOCIATION CDBG GRANT PROJECT TO CALVERT SPRADLING ENGINEERS

Supervisor Davis moved to authorize and approve to accept and award the Engineering Contract for the Siloam Water Association CDBG Grant Project to Calvert Spradling Engineers

The motion was seconded by Supervisor Chandler.

AUTHORIZE AND APPROVE THE PRESIDENT TO EXECUTE THE CONTRACT WITH USDA FOR EACH GRANT

Supervisor Horton moved to authorize and approve the President to execute the contract with USDA for each grant for the purchase of a Sanitation Truck and Tractor and Bushhog for District 4 with each grant awarded up to \$50,000.

The motion was seconded by Supervisor Lummus.

(Exhibit "B")

AUTHORIZE AND APPROVE TO PARTNER WITH PRAIRIE OPPORTUNITY INC AS A DESIGNATED WORK SITE FOR A POTENTIAL EMPLOYEE

Supervisor Horton moved to authorize and approve to partner with Prairie Opportunity Inc as a designated work site for a potential employee if needed.

The motion was seconded by Supervisor Davis.

AUTHORIZE AND APPROVE THE ELECTION COMMISSIONERS TO TRAVEL

Supervisor Davis moved to authorize and approve the Election Commissioners and Circuit Clerk, Kim Hood, to travel to the ECAM Convention in Biloxi beginning March 29 – April 2, 2021.

The motion was seconded by Supervisor Horton.

(Exhibit "C")

AUTHORIZE AND APPROVE TO CONTRACT WITH THE GOLDEN TRIANGLE  
PLANNING AND DEVELOPMENT TO FACILITATE THE REDISTRICTING OF THE  
SUPERVISORS LINES

Supervisor Davis moved to authorize and approve to enter into and execute the contract with the Golden Triangle Planning and Development District to facilitate the redistricting of the Supervisors' Lines.

The motion was seconded by Supervisor Davis.

(Exhibit "D")

AUTHORIZE AND APPROVE TO ADVERTISE FOR PUBLIC HEARING FOR THE  
CONSIDERATION OF THE REQUEST TO ABANDON JOHN THOMAS ROAD FROM THE  
COUNTY ROAD REGISTER

Supervisor Davis moved to authorize and approve to advertise to have a public hearing for the consideration of the request to abandon John Thomas Road from the county road register.

The motion was seconded by Supervisor Horton.

(Exhibit "E")

AUTHORIZE AND APPROVE TO SPREAD ON THE MINUTES THE BCAP REPORTS AS  
PRESENTED BY THE JOHNNY CARTER, BEAVER CONTROL OFFICER USDA

Supervisor Horton moved to authorize and approve to spread on the minutes the BCAP Reports as presented by the Johnny Carter, Beaver Control Officer with USDA.

The motion was seconded by Supervisor Lummus.

(Exhibit "F")

AUTHORIZE AND APPROVE OF THE LETTER RECEIVED FROM LARRY BARTON  
REQUESTING NO LONGER TO SERVE AS A TRUSTEE ON THE ECONOMIC  
DEVELOPMENT DISTRICT BOARD

Supervisor Davis moved to authorize and approve to accept the letter received from Larry Barton requesting to no longer serve as a Trustee on the Economic Development District Board.

The motion was seconded by Supervisor Horton.

(Exhibit "G")

AUTHORIZE AND APPROVE TO APPOINT NEAL COKER TO FILL THE UNEXPIRED TERM OF TRUSTEE LARRY BARTON ON THE CLAY COUNTY ECONOMIC DEVELOPMENT DISTRICT BOARD

Supervisor Davis moved to authorize and approve to appoint Neal Coker to fill the unexpired term of Trustee Larry Barton on the Clay County Economic Development District Board.

The motion was seconded by Supervisor Horton.

AUTHORIZE AND APPROVE THE PURCHASE OF A JOHN DEER R15 FLEX WING ROTARY CUTTER ON STATE CONTRACT

Supervisor Chandler moved to authorize and approve the purchase of a John Deer R15 Flex Wing Rotary Cutter on State Contract.

The motion was seconded by Supervisor Davis.

(Exhibit "H")

AUTHORIZE AND APPROVE TO SPREAD ON THE MINUTES THE CIRCUIT COURT ORDERS

Supervisor Davis moved to authorize and approve to spread on the minutes the Circuit Court Orders regarding additional Court Security due to COVID and payment of certain fees associated with the Circuit Clerk.

The motion was seconded by Supervisor Horton.

(Exhibit "I")

AUTHORIZE AND APPROVE OF THE ENGAGEMENT LETTER WITH BUTLER SNOW PLLC TO PREPARE AND FILE THE COUNTY'S CONTINUING DISCLOSURE FOR YEAR 2020

Supervisor Lummus moved to authorize and approve of the engagement letter with Butler Snow PLLC to prepare and file the County's continuing disclosure report with the Securities and Exchange Commission for year 2020.

The motion was seconded by Supervisor Davis.

(Exhibit "J")

AUTHORIZE AND APPROVE OF THE MS DEPARTMENT OF EMPLOYMENT SECURITY COMMISSION

Supervisor Horton moved to authorize and approve of the MS Department of Employment Security Commission in the amount of \$413.51.

The motion was seconded by Supervisor Lummus.  
(Exhibit "K")

**AUTHORIZE AND APPROVE TO DISTRIBUTE THE REMAINING FUNDS IN THE ERBR-STP-0013(53)B CANE CREEK PROJECT**

Supervisor Lummus to authorize and approve to distribute the remaining funds in the ERBR-STP-0013(53)B Cane Creek Project in the amount of \$52,983.89 with \$22,545.13 remitted to State Aid, \$28,878.96 of interest earned due to the General Fund, and \$1,560.00 to be settled to the District Four (4) Bridge Fund.

The motion was seconded by Supervisor Chandler.

(Exhibit "L")

**AUTHORIZE AND APPROVE THE CHANCERY CLERK TO TRAVEL APRIL 7-9, 2021, TO JACKSON HILTON HOTEL FOR MANDATORY TRAINING WITH THE JUDICIAL COLLEGE**

Supervisor Davis moved to authorize and approve the Chancery Clerk to travel April 7-9, 2021 to Jackson, Hilton Hotel for mandatory training with the Judicial College.

The motion was seconded by Supervisor Lummus.

(Exhibit "M")

**AUTHORIZE AND APPROVE PAYMENT TO THE GOLDEN TRIANGLE LINK FOR SPECIAL SERVICES IN THE AMOUNT OF \$62.00**

Supervisor Davis moved to authorize and approve payment to the Golden Triangle LINK for special services in the amount of \$62.00

The motion was seconded by Supervisor Horton.

(Exhibit "N")

**AUTHORIZE AND APPROVE TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE E911 FUND TO CORRECT THE FUND BALANCE THEN FOR SAID FUNDS TO BE TRANSFERRED BACK TO THE GENERAL FUND**

Supervisor Horton moved to authorize and approve the transfer of funds from the General Fund to the E911 Fund to correct the fund balance then for said funds to be transferred back to the General Fund.

The motion was seconded by Supervisor Lummus.

(Exhibit "O")

**AUTHORIZE AND APPROVE PAYMENT OF THE APPRAISAL AMOUNTS FOR THE RIGHT OF WAY TO BE ACQUIRED FOR PROJECT LSBP-13(17)**

Supervisor Davis moved to authorize and approve payment of the appraisal amounts for the Right of Way to be acquired for Project LSBP-13(17) including payment to Ken Faulkner for .7148 acres appraisal plus damages to fence replacement in the amount of \$5,323.10 and \$2,955.00 to Roy Pate, Emily J. Suggs, and Dexter R. Pate for .6997 acres plus damages for fence replacement.

The motion was seconded by Supervisor Lummus.

(Exhibit "P")

**AUTHORIZE AND APPROVE PAYMENT TO CONSTABLES FOR NET MONTHLY GROSS FEE INCOME FOR THE MONTH OF JANUARY 2021**

Supervisor Lummus moved to authorize and approve payment to the Constables for the net monthly gross fee income for the month of January 2021.

The motion was seconded by Supervisor Horton.

(Exhibit "Q")

**AUTHORIZE AND APPROVE PAYMENT FOR IN CAR CAMERA SYSTEMS AND WI-FI HOOK UPS FOR EACH DEPUTY CAR AS AWARDED AND APPROVED THROUGH THE PSN GRANT 2019**

Supervisor Horton moved to authorize and approve payment for the in-car camera systems and Wi-Fi Hook Ups for each deputy car as awarded and approved through the PSN Grant 2019 in the amount of \$63,416.00

The motion was seconded by Supervisor Lummus.

(Exhibit "R")

**AUTHORIZE AND APPROVE TO APPLY FOR FIRE HOUSE SUB GRANT IN THE AMOUNT OF \$25,130.00 FOR THE PURCHASE OF DEFIBILLATORS FOR SHERIFF PATROL CARS**

Supervisor Horton moved to authorize and approve to apply for Fire House Sub Grant in the amount of \$25,130.00 for the purchase of defibrillators for Sheriff Patrol Cars.

The motion was seconded by Supervisor Lummus.

(Exhibit "S")

**AUTHORIZE AND APPROVE TO ACCEPT AND AWARD THE BID FOR JANITORIAL SERVICES CONTRACT FOR THE COURT COMPLEX BUILDING TO A1 CLEANING SERVICES**

Supervisor Lummus moved to authorize and approve to accept and award the bid for Janitorial Services Contract as advertised for the Court Complex Building to A1 Cleaning Services in the amount of \$1,500.00 per month.

The motion was seconded by Supervisor Davis.

(Exhibit "T")

**AUTHORIZE AND APPROVE TO GO INTO CLOSED SESSION**

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

The motion was seconded by Supervisor Davis.

**AUTHORIZE AND APPROVE TO GO FROM CLOSED SESSION TO EXECUTIVE SESSION**

Supervisor Davis moved to go from Closed Session to Executive Session to discuss a matter of Personnel Matter and Potential Litigation Matter as allowed under Section 25-41-7, of the Mississippi Code of 1972.

The motion was seconded by Supervisor Lummus.

**AUTHORIZE AND APPROVE TO COME OUT OF EXECUTIVE SESSION**

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

The motion was seconded by Supervisor Horton.

**ADJOURNING**

Supervisor Lummus moved to adjourn until Monday, February 1, 2021 at 9:00 a.m. at the Clay County Courthouse.

The motion was seconded by Supervisor Davis.

**ALL MOTIONS CARRIED UNANIMOUSLY UNLESS OTHERWISE INDICATED**

SO ORDERED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
SHELTON L. DEANES, PRESIDENT

ATTEST:

\_\_\_\_\_  
AMY G. BERRY, CHANCERY CLERK  
CLERK OF THE BOARD



# EXHIBIT A



**Clay County Board of Supervisors  
Agenda for Meeting  
Thursday, January 28, 2021, at 9:00 a.m.**

- Call to Order
- Welcome and Prayer
- Adopt and Amend Agenda
  - ✓ Phyllis Benson, *Golden Triangle Planning and Development*
    - Consider and Approve Engineering Proposals as received for the Siloam Water Assoc. Grant
    - USDA Grant – Consider signing Request for Obligation of Funds
  - ✓ Trax Plus Inc
  - ✓ Toby Sanford, *Golden Triangle Planning and Development*
    - Redistricting for Supervisors Districts
  - ✓ Jim Helveston, *Edwards, Storey, Marshall, Helveston, and Easterling Attorneys*
    - Petition to abandon John Thomas Road and request to set Public Hearing
  - ✓ Johnny Carter, *State of Mississippi, USDA, BCAP Program*
    - Authority to spread on the minutes the December 2020 Report
  - ✓ Open, Accept, and Award bid for Janitorial Contract for cleaning the Court Complex building as advertised to the public
  - ✓ R. B. Davis, *Supervisor District 3*
    - Authorize to spread on the minutes the letter received from Larry Barton resigning from serving the on the Economic Development District
    - Request to appoint Neal Coker to serve on the Economic Development District Board for District 3 to complete the unexpired term of Larry Barton through July 1, 2021
  - ✓ Joe Chandler, *Supervisor District 5*
    - Request authority from the board to purchase a John Deere Rotary Cutter Tractor on State Contract in the amount of \$20,675.80
  - ✓ Authorize and approve for the Election Commissioners and Circuit Clerk to travel to Biloxi, MS March 30<sup>th</sup> – April 2, 2021 for ECAM Convention – authorize payment for travel
  - ✓ Authorize and approve to spread on the minutes the Circuit Court Orders as received
    - Allowing More Security
    - Approving payment of 1% as commission on all fines that are paid through Circuit Clerk
    - Approving the Circuit Clerk to receive \$5,000 annually for other services provided for
    - Approving payment to the Circuit Clerk of ½ of 1% commission of all monies collected as ordered by the Court
  - Amy Berry, Chancery Clerk

- Authorize and approve the Engagement letter with Butler Snow to file the County's annual Continuing Disclosure Report with the SEC – *Securities and Exchange Commission*
- Authorize and approve to pay the MS Employment Security Commission \$413.51
- Authorize and approve payment to MS State Aid for unused ERBR proceeds on the Cane Creek Project - \$22,545.13 due to State Aid, \$1,560 due to District 4 Bridge Fund, \$28,878.76 plus accrued int for January 2021 Due to General Fund for Interest Earned on DDA
- Authorize travel for Chancery Clerk April 7-9, 2021 to Jackson Hilton Hotel for annual mandatory MS Judicial College Training
- Authorize payment to the LINK for special services in the amount of \$ 62.00
- Authorize to transfer \$163,120.01 from General County Fund to E911 Fund to clear up Fund Balance, then authorize and approve to transfer \$163,120.01 from E911 Fund back to General County Fund
- Authorize and approve of the offer to landowners for the Ray Vail Road project and authorize the clerk to pay the landowners the accepted offer
- Authorize and approve payment to Constables for net monthly gross fee income
- Request to go into closed session to discuss, personnel matter and potential litigation matter as allowed under Section 25-41-7 of the *Mississippi Code*
- Recess until *Monday, February 1, 2021*, at 9:00 a.m.

**Amendments:**

- *Prarie opportunity*
- *Election Commission*

***Executive Session Matters:***

***Review sharing agreement to present to the City of West Point for ambulance service***

***Treva - Capping of Admin Leave for COVID***

***Angela - Review Buy Back Agreement with Sansom on Garbage Truck***

***Amy - Review Sanitation Information for Contracting out***

***Annie Hines-Goode FMLA Leave***

***Easement for Courthouse with Prather Property move dumpster***

# EXHIBIT B

## Amy G Berry

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**From:** Baugh, Casey - RD, Starkville, MS <casey.baugh@usda.gov>  
**Sent:** Thursday, January 21, 2021 10:52 AM  
**To:** aberry@claycounty.ms.gov  
**Subject:** CF Grant: Clay County BOS District 4- Garbage truck  
**Attachments:** Clay Co obligating documents garbage truck.pdf; Clay Co LOC garbage truck.pdf

Ms. Amy,

Please see the attached. One is the obligating forms that we need signed in blue ink and scanned back to us. The other attachment is the letter of conditions which is your copy. I have placed blue "x's" where the signatures are needed.

If you have any questions please let me know.

Thanks,  
Casey Baugh  
Loan Assistant  
Rural Development  
United States Department of Agriculture  
510 Highway 25 North, Suite 3  
Starkville, MS 39759  
Phone: (662) 323-8031 or (662) 320-4009 ext. 5 | Fax: (844) 325-7060  
Email: [Casey.baugh@usda.gov](mailto:Casey.baugh@usda.gov)  
[www.rurdev.usda.gov](http://www.rurdev.usda.gov) | "Committed to the future of rural communities"  
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UNITED STATES DEPARTMENT OF AGRICULTURE  
Rural Development Area Office  
510 Highway 25 North, Suite 3  
Starkville, Mississippi 39759

January 21, 2021

Clay County BOS  
Mr. Luke Lummus, President  
P.O. Box 815  
West Point, MS 39773-0815

Dear Mr. Lummus:

This letter establishes conditions that must be understood and agreed to by you before further consideration may be given to the Application for Federal Assistance. Any changes in project cost, source of funds, scope of services or any other significant changes (this includes significant changes in the Borrower's financial condition, operation, organizational structure or executive leadership) in the project or applicant must be reported to and approved by the Rural Development (RD) by written amendment to this letter. Any changes not approved by RD shall be cause for discontinuing processing of the application.

This letter is not to be considered as grant approval or as a representation as to the availability of funds. The docket must be completed on the basis of a grant not to exceed \$50,000.00.

If you desire that further consideration be given your application, please complete and return the following forms within 15 calendar days:

- A. Form RD 1942-46, "Letter of Intent to Meet Conditions."
- B. Form RD 1910-11, "Applicant Certification, Federal Collection Policies for Consumer or Commercial Debts."
- C. Form RD 3570-3, "Agreement for Administrative Requirements for Community Facility Grants" is enclosed for your review (you will be required to execute the agreement at the time of grant closing).

If the conditions set forth in this letter are not met within 90 calendar days from the date hereof, RD may rescind its offer.

1. Maximum Amount:

RD Grant: \$50,000.00

2. Contributions:

The applicant shall have contributed \$19,443.00 cash toward development of the project which shall be:

- a. X deposited in a special bank account for verification of your matching funds.

The applicant's contribution will be considered as the first funds expended, except State fire Rebate Funds. After providing for all authorized cost, any remaining RD grant funds will be refunded to RD.

### 3. Insurance and Bonding:

#### a. General

(1) You must provide evidence of adequate insurance and fidelity bond coverage by grant closing.

#### b. Fidelity Bond.

(1) Fidelity bond coverage must be provided for all persons who have access to funds. **If the grant funds will go directly to the provider at grant closing, no Fidelity Bond will be required.**

(2) The amount of coverage will normally approximate the total annual debt service requirements for the RD grant.

#### c. Insurance.

The following types of coverage must be maintained if appropriate for the type of project and entity involved:

(1) Liability and property damage insurance, **including vehicular coverage.**

(2) Worker's compensation in accordance with State laws.

### 4. Organization:

Evidence must be furnished that the organization is legally incorporated. Also, a list of the officials by name, title, and expiration dates of office terms must be furnished to RD.

### 5. Contract Documents and Bidding:

a. Specifications will be written to include all types of equipment available. Final specifications will be approved by RD and the State.

b. Qualified small, minority, and women's businesses should be utilized when possible.

c. Owner's procurement regulations must comply with the following standards:

(i) Owners shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees, or agents engaged in the award and administration of contracts supported by RD funds. No employee, officer, or agent of the owner shall participate in the selection, award, or administration of a contract supported by RD funds if a conflict of interest, real or apparent, would be involved.

(ii) The owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub agreements.



(iii) To the extent permitted by State or local law or regulations, the owner's standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the owner's officers, employees, agents, or by contractors or their agents.

d. All procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. Examples of actions that are considered to be restrictive of competition include, but are not limited to: Placing unreasonable requirements on firms in order for them to qualify to do business, noncompetitive practices between firms, organizational conflicts of interest, and unnecessary experience and bonding requirements. In specifying material(s), you and your consultant must consider all materials normally suitable for the project commensurate with sound engineering practices and project requirements.

e. Payment for major equipment should generally coincide with delivery of the usable equipment, along with any necessary title or certifications, to the borrower. Borrowers may not use RHS grant funds to make deposits on equipment not ready for delivery.

#### 6. Accounts, Records, Audits, and Reports Required:

- a. **Audits** – An annual audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. It is not intended that audits required by this part be separate and apart from audits performed in accordance with State and local laws. To the extent feasible, the audit work should be done in conjunction with those audits. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law, and must be submitted within 9 months of your fiscal year end.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy to the Agency prior to the advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit or financial statements to be completed, the time frame in which the audit or financial statements will be completed, what type of reports will be generated from the services provided, and how irregularities will be reported.

#### 7. Other Conditions and Requirements:

- a. You must execute Form AD-1049, "Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I - For Grantees Other than Individuals," to certify that you will provide a drug-free awareness program for employees.

- b. You must execute Form AD-1047, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction," to certify that your organization is not debarred or suspended from Government assistance. You also must obtain a certification on Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," from any person or entity you do business with if

the procurement contract is expected to equal or exceed \$25,000 as a result of this Government assistance. Form AD-1048 certifies that the parties involved are not debarred or suspended from Government assistance.

c. The Grantee understands that any property acquired or improved with federal grant funds may have use and disposition conditions which apply to the property as provided by 7 CFR parts 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.


d. The Grantee understands that any sale or transfer of property is subject to the interest of the United States government in the market value in proportion to its participation in the project as provided by 7 CFR parts 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.

8. Closing Instructions:

The grant will be closed in accordance with instructions to be furnished by RD, under the supervision of your attorney.

You should arrange a meeting as soon as practical and advise RD of the date, time, and place that the above conditions can be discussed with you and the City Council.

Sincerely,

*for*   
CLIFTON F. RUSSELL  
Area Director

Attachments

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ( )			
Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 28-013-513317844		LOAN NUMBER	FISCAL YEAR
2. BORROWER NAME Clay County Board of Supervisors Distri		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
		4. STATE NAME Mississippi	
		5. COUNTY NAME Clay	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AMIAN 4 - HISPANIC 5 - AIPI	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER	8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC
10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000	18. USE OF FUNDS CODE (See FMI)		
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 850 (See FMI)	20. PURPOSE CODE	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN	25. AMOUNT OF GRANT \$50,000.00	
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE 0 %	29. REPAYMENT TERMS
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)		32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN	
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR		34. BEGINNING FARMER/RANCHER (See FMI)	

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder    COPY 1 - Finance Office    COPY 2 - Applicant/Lender    COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0106. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.


35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.


(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. ☐ YES ☐ NO

**WARNING:** Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date January 21, 20 21

  
(Signature of Applicant)

Date \_\_\_\_\_, 20 \_\_\_\_\_

  
(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: \_\_\_\_\_

Date Approved: \_\_\_\_\_ Title: \_\_\_\_\_

38. TO THE APPLICANT: As of this date \_\_\_\_\_, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ( ) Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.					
1. CASE NUMBER ST CO BORROWER ID 28-013-513317844		LOAN NUMBER		FISCAL YEAR	
2. BORROWER NAME Clay County Board of Supervisors Distri		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)			
		4. STATE NAME Mississippi			
		5. COUNTY NAME Clay			
GENERAL BORROWER/LOAN INFORMATION					
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - ALIAN 4 - HISPANIC 5 - API		7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER		8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	
9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC		10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY		11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	
12. VETERAN CODE 1 - YES 2 - NO		13. CREDIT REPORT 1 - YES 2 - NO			
14. DIRECT PAYMENT (See FMI)		15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY		16. FEE INSPECTION 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)			
COMPLETE FOR OBLIGATION OF FUNDS					
19. TYPE OF ASSISTANCE 850 (See FMI)		20. PURPOSE CODE		21. SOURCE OF FUNDS	
22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION		23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT		24. AMOUNT OF LOAN	
25. AMOUNT OF GRANT \$50,000.00		26. AMOUNT OF IMMEDIATE ADVANCE		27. DATE OF APPROVAL MO DAY YR	
28. INTEREST RATE 0 %		29. REPAYMENT TERMS			
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS					
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT					
COMPLETE FOR EM LOANS ONLY			COMPLETE FOR CREDIT SALE-ASSUMPTION		
31. DISASTER DESIGNATION NUMBER (See FMI)			32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN		
FINANCE OFFICE USE ONLY			COMPLETE FOR FP LOANS ONLY		
33. OBLIGATION DATE MO DA YR			34. BEGINNING FARMER/RANCHER (See FMI)		

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder    COPY 1 - Finance Office    COPY 2 - Applicant/Lender    COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

## CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

### 35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. \_\_\_\_\_ YES \_\_\_\_\_ NO

**WARNING:** Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date January 21, 20 21 x  
(Signature of Applicant)

Date \_\_\_\_\_, 20 \_\_\_\_\_  
(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: \_\_\_\_\_

Date Approved: \_\_\_\_\_ Title: \_\_\_\_\_

38. TO THE APPLICANT: As of this date \_\_\_\_\_, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

## LETTER OF INTENT TO MEET CONDITIONS

Date 01-21-2021

TO: United States Department of Agriculture

USDA Rural Development

(Name of USDA Agency)

510 HWY 25 N Suite 3  
Starkville, MS 39759(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 01-21-2021. It is our intent to meet all of them not later than 03-21-2021.

Clay County Board of Supervisors

(Name of Association)

BYX

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Form RD 1942-46 (Rev. 6-10)

(Rev. 07-20)

## COMMUNITY FACILITIES GRANT AGREEMENT

## Grantee and Agency

This Grant Agreement (Agreement) dated 01/21/2021, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 2 C.F.R. Part 200, "UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS", which are incorporated by reference into this Agreement. Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants and are also incorporated by reference into this Agreement.

This Agreement for the Project and Amount described below (the "Project Description") and for the Community Facilities grant, CFDA Number 10.766, is between the Grantee, a public body, nonprofit corporation or Indian tribe (you), and the United States of America acting through the Rural Housing Service (RHS or Agency).

## I. GENERAL AWARD INFORMATION

1. Grantee Name & Address Clay County Board of Supervisors District 4  P. O. Box 815 West Point MS 39773-	2. DUNS No.  079117719	3. SAM No.  SYT63
	4. Case No. 28-013-*****0252	
5. Federal Award Identification Number (FAIN)	6. Award Date	
7. Performance Start Date	8. Performance End Date	
9. Amount of Federal Funds Obligated for this Action, and Total Amount of Federal Funds Obligated 50,000.00	10. Amount of Matching/Other Funds (if applicable)  0.00	
11. Total Project Cost (Budget Approved Amount) 130,000.00	12. Award as Percentage of Total Project Cost  0 %	
13. Grantee Contact (Name, Title, Contact Info)	14. Agency Contact (Name, Title, Contact Info)	
15. Description of Real Property covered by the grant	16. Description of Equipment covered by the grant  Garbage Truck for district 4.	

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is [0570-0050]. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



The Agency has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Agency. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Agency. The Agency may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

## II. RESPONSIBILITIES

**A. Grantee.** The Grantee shall cause said project to be completed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by the Agency as required by 7 C.F.R. part 3570. The Grantee will remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 7 C.F.R. part 3570, subpart B and 2 C.F.R. parts 200, 400, 415, 416, 417, 418, 421, and 422. The most commonly-referenced provisions are identified below.

1. **Financial and Program Management.** You must follow the financial and performance management requirements in 2 C.F.R. § 200.300-.309.
  - a. **Financial Management.** You must maintain a financial management system in compliance with 2 C.F.R. § 200.302.
  - b. **Internal Controls.** You must maintain internal controls in compliance with 2 C.F.R. § 200.303.
  - c. **Payments.** You must comply with the payment requirements described in 2 C.F.R. § 200.305. Payment must be requested by using the SF-270, "Request for Advance or Reimbursement" or SF-271, "Request for Reimbursement for Construction Programs" (as applicable). Receipts, hourly wage rate, personnel payroll records, or other documentation must be provided upon request from RHS if the request is for an advance; otherwise, the documentation must be provided at the time of the request. Requests for payment must be sent to the Agency contact listed in Section I.14.
  - d. **Revisions of the Work Plan and Budget.** You must complete all elements of the Work Plan in Attachment A in accordance with that Attachment and must use project funds only for the purposes and activities specified in Attachment A - Approved Work Plan and Budget. You must further complete the outcomes shown for each Work Plan items within the time and scope constraints shown in Attachment A. You must report any changes and request prior approvals in accordance with 2 C.F.R. § 200.308.
  - e. **Period of Performance.** You may only incur costs chargeable to the award in accordance with 2 C.F.R. § 200.309.
  - f. **Bonding.** You must maintain your fidelity bond coverage in the amount of \$ \_\_\_\_\_ for the Period of Performance of the award. (See 2 C.F.R. § 200.304)

g. **Program Income.** You must comply with the requirements of 2 C.F.R. § 200.307. Additionally, if program income is earned during the period of performance, you may use it in accordance with 2 C.F.R. § 200.307(e)(2), provided that you inform us in writing of your intent prior to the award date. However, if you earn program income in excess of what can be used under 2 C.F.R. § 200.307(e)(2) or if you earn unanticipated program income, you must comply with 2 C.F.R. § 200.307(e)(1). Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.

2. **Procurement and Property Standards.** You must follow the procurement standards requirements in 2 C.F.R. § 200.310-.326.

3. **Performance and Financial Monitoring and Reporting.** You must follow the requirements in 2 C.F.R. Part 170, including Appendix A, and 2 C.F.R. § 200.327-.329, and submit reports as outlined below. Unless otherwise directed in the addendum to this Agreement, the reports are due as indicated below.

a. **Form SF-425, "Financial Status Report."** Reports are due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

Semi-Annually: January 1 – June 30 and July 1 – December 31

Semi-Annually: April 1 – September 30 and October 1 – March 31

Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

b. **Performance Reports.** SF-PPR, "Performance Progress Report" is due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

Semi-Annually: January 1 – June 30 and July 1 – December 31

Semi-Annually: April 1 – September 30 and October 1 – March 31

Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

The performance narrative on the Performance Project Report shall include, but is not limited to, the following:

i. Describe the activities that the funds reflected in the financial status report were used for;

- ii. A comparison of actual accomplishments to the objectives established for that period;
- iii. Reasons why established objectives were not met, if applicable;
- iv. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of project work elements during established time periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation;
- v. Objectives and timetables established for the next reporting period;

The final report (due 90 calendar days after the period of performance end date) will also address the following:

- i. What have been the most challenging or unexpected aspects of this program?
  - ii. What advice, best practices, and actions would you recommend to other organizations planning a similar program that would increase the success of their program? Please include strengths and limitations of the program. If you had the opportunity, what would you have done differently?
4. **Operations.** The Grantee will manage, operate and maintain the facility, including this project if less than the whole of said facility, continuously in an efficient and economical manner in accordance with 7 C.F.R. § 3570.61(e).
  5. **Funding.** The Grantee will not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds in accordance with 7 C.F.R. § 3570.66.
  6. **Default.** Upon any default under its representations or agreements contained in this instrument, 2 C.F.R. Part 200, or 7 C.F.R. Part 3570, Grantee, at the option and demand of the Agency, will immediately repay to the Agency the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by the Agency, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by the Agency to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made.

7. **Real Property.** Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed and in accordance with 2 C.F.R. § 200.311; 2 C.F.R. § 200.312; 7 C.F.R. §15.4(a)(2) and 7 C.F.R. § 3570.92. In accordance with Title VI of the Civil Rights Act of 1964, deeds for real property must comply with the requirements for the Reverter and Habendum clauses.
- a. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.
  - b. The Grantee shall obtain the Agency's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Agency.
  - c. When the real property is no longer needed, as provided in paragraphs (a) and (b) above, the Grantee shall request disposition instructions from the Agency. The Agency will observe the following rules in the disposition instructions:
    - i. The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;
    - ii. The Grantee may be directed to sell the property under guidelines provided by the Agency and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practical and result in the highest possible return;
    - iii. The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;

**Equipment.** Abide by the following conditions pertaining to equipment which is furnished by the Agency or acquired wholly or in part with Grant Funds. Equipment is defined at 2 C.F.R. § 200.33 and is tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

d. **Use of equipment.** The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:

- i. Activities sponsored by the Agency.
- ii. Activities sponsored by other Federal agencies.

b. **Use of equipment.** During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to the Agency sponsored projects. Second preference will be given to other federally sponsored projects.

c. **Disposition of equipment.** When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with 2 C.F.R. § 200.313 and 7 C.F.R. §15.4(a)(3) :

- i. Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.
- ii. Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Agency. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Agency.
- iii. The Agency shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Agency to determine whether a requirement for the equipment exists in other Federal agencies. They shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

- If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.
- If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.
- If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Agency for such costs incurred in its disposition.

d. The Grantee's property management standards for equipment shall be in accordance with 2 CFR § 200.313 and shall include:

- i. Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price, or the method used to determine current fair market value if the Grantee reimburses the Agency for its share.
- ii. A physical inventory of equipment shall be taken, and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.
- iii. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
- iv. Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
- v. Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

9. **Earned Interest.** Grantee agree to account for and to return to Agency interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement.
10. **Record Retention and Access.** You must retain records related to this work performed under this Agreement and allow access to them in accordance with 2 C.F.R. § 200.333-.337.
11. **Closeout.** You must comply with the closeout requirements in 2 C.F.R. § 200.343.
12. **Post-Closeout Adjustments and Continuing Responsibilities.** You must continue to comply with the requirements in 2 C.F.R. § 200.344 even after the Period of Performance for this Agreement has ended.
13. **Cost Principles.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart E.
14. **Audits.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart F.
15. **Civil Rights Compliance.** Unless otherwise provided in the addendum, you must comply with Executive Order 12898, Executive Order 13166- Limited English Proficient, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as applicable. You must make the public facility or services available to all persons in the Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status or physical or mental disability at reasonable rates, including assessments, taxes, or fees. You may make modifications as long as they are reasonable and nondiscriminatory. Your compliance shall include collection and maintenance of data on race, sex, and national origin of your membership, ownership, and employees. This data must be available to us for Civil Rights Compliance Reviews. You must submit to a post-award compliance review conducted after the final disbursement of grant funds has occurred.
16. **Execute Agreements.** The Grantee will execute any agreements required by the Agency which the Grantee is legally authorized to execute. If any such agreement has been executed by the Grantee as a result of a loan being made to the Grantee by the Agency contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant.

**17. Universal Identifier and Central Contractor Registration.** The Grantee must have a Dun & Bradstreet Universal Numbering System (DUNS) number in order to apply for, receive, and report on a Federal award. Additionally, the Grantee must comply with the additional requirements set forth in Attachment C regarding the DUNS Requirements and the Central Contractor Registry (CCR) Requirements found at 2 CFR Part 25, including Appendix A. For the purposes of this Agreement, "you" in Attachment B shall mean "Grantee" as defined hereunder;

**18. Federal Funding Accountability and Transparency Act.** The Grantee is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the Grantee at 2 CFR Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR Part 170 Reporting Subaward and Executive Compensation Information. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310. See also 2 C.F.R. § 200.11-200.113.

**19.** Not encumber, transfer or dispose of the property or any part thereof, furnished by the Agency or acquired wholly or in part with Agency funds without the written consent of the Agency except as provided in paragraph 8 (c).

**20.** Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).

**B. Rural Housing Service (RHS).** RHS has agreed to give the Grantee the grant funds, subject to the terms and conditions established by RHS. Provided, however, that any grant funds actually advance and not needed for grant purposes shall be returned immediately to RHS. RHS may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation. RHS shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement. The most commonly-referenced provisions are identified below.

**1. Payments.** We will advance or reimburse funds up to the Award Amount identified in Section I.9 upon the Grantee's proper request according to Section II.A.1.c.

**2. Monitoring and Enforcement.** We will monitor the project to ensure that you are in compliance with the terms of the award. If we find that you are not in



compliance, we will enforce the terms of this Agreement using the provisions of 2 C.F.R. § 200.338-.342.

- a. Will assist Grantee, within available appropriations, with such technical assistance as Agency deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.
  - b. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Agency may determine to be (1) advisable to further the purpose of the grant or to protect Agency's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.
3. **Termination of This Agreement.** This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Agency and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Agency agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds. In all cases termination and notification will be in accordance with 2 C.F.R. § 200.339 and 200.340.

**C. Both Parties.** The Grantee and RHS agree to the following:

1. **Invalid Clauses.** The invalidity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Agreement shall not affect the remaining portions of the Agreement.
2. **Conflict between this Agreement and Other Applicable Regulations or Laws.** If there is a conflict between this Agreement and the applicable Program Regulation, the applicable Program Regulation shall prevail. If there is a conflict between this Agreement and another law or regulation, RHS shall seek a legal opinion to determine which provision applies.
3. **Dates.** When the date fixed for the performance of an act under this Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.

The signatories below certify that they have authority to enter into this Agreement.

Approved by an Authorized Representative of the Grantee:

X \_\_\_\_\_  
Name (Please Print)

X \_\_\_\_\_  
Title (Please Print)

X \_\_\_\_\_  
Signature

01/21/21  
\_\_\_\_\_  
Date

Approved by the United States of America, Rural Housing Service by:

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Attachment A**

**Approved Work Plan and Budget**

(The work plan must have time, scope, and outcome entries for each task.)

## ATTACHMENT B

**I. Reporting Subawards and Executive Compensation.****A. Reporting of first-tier subawards.**

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
  - a. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
  - b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

**B. Reporting Total Compensation of Recipient Executives.**

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:
  - a. the total Federal funding authorized to date under this award is \$25,000 or more;
  - b. in the preceding fiscal year, you received
    - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);
  - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.html>)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
  - a. As part of your registration profile at <http://www.ccr.gov>.
  - b. By the end of the month following the month in which this award is made, and annually thereafter.

**C. Reporting of Total Compensation of Subrecipient Executives.**

1. **Applicability and what to report.** Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if
  - a. in the subrecipient's preceding fiscal year, the subrecipient received—
    - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
    - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. **Where and when to report.** You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
  - a. To the recipient.
  - b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year ( *i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

**D. Exemptions.** If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

1. Subawards, and
2. The total compensation of the five most highly compensated executives of any subrecipient.

**E. Definitions.** For purposes of this award term:

1. **Entity** means all of the following, as defined in 2 CFR part 25:
  - a. A Governmental organization, which is a State, local government, or Indian tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization;
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a
  - f. non-Federal entity.
2. **Executive** means officers, managing partners, or any other employees in management positions.
3. **Subaward:**
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program.

- c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- 4. *Subrecipient* means an entity that:
  - a. Receives a subaward from you (the recipient) under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.
- 5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
  - a. *Salary and bonus.*
  - b. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - c. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - d. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
  - e. *Above-market earnings on deferred compensation which is not tax-qualified.*
  - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**ATTACHMENT C****I. System for Award Management and Universal Identifier Requirements**

- A. Requirement for Registration with the General Services Administration's System for Award Management. Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- B. Requirement for Data Universal Numbering System (DUNS) Numbers.  
The Grantee must have a Dun & Bradstreet Universal Numbering System (DUNS) number in order to apply for, receive, and report on a Federal award.
- C. Definitions. For purposes of this award term:
  1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
  2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
  3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
    - a. A Governmental organization, which is a State, local government, or Indian Tribe;
    - b. A foreign public entity;
    - c. A domestic or foreign nonprofit organization;
    - d. A domestic or foreign for-profit organization; and
    - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
  4. Subaward:
    - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    - b. The term does not include your procurement of property and services needed to carry out the project or program.
    - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

1

UNITED STATES DEPARTMENT OF AGRICULTURE  
Rural Development Area Office  
510 Highway 25 North, Suite 3  
Starkville, Mississippi 39759

January 21, 2021

Clay County BOS  
Mr. Luke Lummus, President  
P.O. Box 815  
West Point, MS 39773-0815

Dear Mr. Lummus:

This letter establishes conditions that must be understood and agreed to by you before further consideration may be given to the Application for Federal Assistance. Any changes in project cost, source of funds, scope of services or any other significant changes (this includes significant changes in the Borrower's financial condition, operation, organizational structure or executive leadership) in the project or applicant must be reported to and approved by the Rural Development (RD) by written amendment to this letter. Any changes not approved by RD shall be cause for discontinuing processing of the application.

This letter is not to be considered as grant approval or as a representation as to the availability of funds. The docket must be completed on the basis of a grant not to exceed \$50,000.00.

If you desire that further consideration be given your application, please complete and return the following forms within 15 calendar days:

- A. Form RD 1942-46, "Letter of Intent to Meet Conditions."
- B. Form RD 1910-11, "Applicant Certification, Federal Collection Policies for Consumer or Commercial Debts."
- C. Form RD 3570-3, "Agreement for Administrative Requirements for Community Facility Grants" is enclosed for your review (you will be required to execute the agreement at the time of grant closing).

If the conditions set forth in this letter are not met within 90 calendar days from the date hereof, RD may rescind its offer.

1. Maximum Amount:

RD Grant: \$50,000.00

2. Contributions:

The applicant shall have contributed \$80,000.00 cash toward development of the project which shall be:

- a. X deposited in a special bank account for verification of your matching funds.



The applicant's contribution will be considered as the first funds expended, except State fire Rebate Funds. After providing for all authorized cost, any remaining RD grant funds will be refunded to RD.

### 3. Insurance and Bonding:

#### a. General

(1) You must provide evidence of adequate insurance and fidelity bond coverage by grant closing.

#### b. Fidelity Bond.

(1) Fidelity bond coverage must be provided for all persons who have access to funds. **If the grant funds will go directly to the provider at grant closing, no Fidelity Bond will be required.**

(2) The amount of coverage will normally approximate the total annual debt service requirements for the RD grant.

#### c. Insurance.

The following types of coverage must be maintained if appropriate for the type of project and entity involved:

(1) Liability and property damage insurance, **including vehicular coverage.**

(2) Worker's compensation in accordance with State laws.

### 4. Organization:

Evidence must be furnished that the organization is legally incorporated. Also, a list of the officials by name, title, and expiration dates of office terms must be furnished to RD.

### 5. Contract Documents and Bidding:

a. Specifications will be written to include all types of equipment available. Final specifications will be approved by RD and the State.

b. Qualified small, minority, and women's businesses should be utilized when possible.

c. Owner's procurement regulations must comply with the following standards:

(i) Owners shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees, or agents engaged in the award and administration of contracts supported by RD funds. No employee, officer, or agent of the owner shall participate in the selection, award, or administration of a contract supported by RD funds if a conflict of interest, real or apparent, would be involved.

(ii) The owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub agreements.

(iii) To the extent permitted by State or local law or regulations, the owner's standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the owner's officers, employees, agents, or by contractors or their agents.

d. All procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. Examples of actions that are considered to be restrictive of competition include, but are not limited to: Placing unreasonable requirements on firms in order for them to qualify to do business, noncompetitive practices between firms, organizational conflicts of interest, and unnecessary experience and bonding requirements. In specifying material(s), you and your consultant must consider all materials normally suitable for the project commensurate with sound engineering practices and project requirements.

e. Payment for major equipment should generally coincide with delivery of the usable equipment, along with any necessary title or certifications, to the borrower. Borrowers may not use RHS grant funds to make deposits on equipment not ready for delivery.

#### 6. Accounts, Records, Audits, and Reports Required:

- a. **Audits** – An annual audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. It is not intended that audits required by this part be separate and apart from audits performed in accordance with State and local laws. To the extent feasible, the audit work should be done in conjunction with those audits. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law, and must be submitted within 9 months of your fiscal year end.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy to the Agency prior to the advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit or financial statements to be completed, the time frame in which the audit or financial statements will be completed, what type of reports will be generated from the services provided, and how irregularities will be reported.

#### 7. Other Conditions and Requirements:

- a. You must execute Form AD-1049, "Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I - For Grantees Other than Individuals," to certify that you will provide a drug-free awareness program for employees.

- b. You must execute Form AD-1047, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction," to certify that your organization is not debarred or suspended from Government assistance. You also must obtain a certification on Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," from any person or entity you do business with if

the procurement contract is expected to equal or exceed \$25,000 as a result of this Government assistance. Form AD-1048 certifies that the parties involved are not debarred or suspended from Government assistance.

c. The Grantee understands that any property acquired or improved with federal grant funds may have use and disposition conditions which apply to the property as provided by 7 CFR parts 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.

d. The Grantee understands that any sale or transfer of property is subject to the interest of the United States government in the market value in proportion to its participation in the project as provided by 7 CFR parts 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.

8. Closing Instructions:

The grant will be closed in accordance with instructions to be furnished by RD, under the supervision of your attorney.

You should arrange a meeting as soon as practical and advise RD of the date, time, and place that the above conditions can be discussed with you and the City Council.

Sincerely,

*for Casey Baugh*  
CLIFTON F. RUSSELL  
Area Director

Attachments

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ( )			
Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 28-013-513317844		LOAN NUMBER	FISCAL YEAR
2. BORROWER NAME Clay County Board of Supervisors Distri		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
		4. STATE NAME Mississippi	
		5. COUNTY NAME Clay	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - API		7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER	
8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT		9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC	
10. SEX CODE 6 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY		11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	
12. VETERAN CODE 2 1 - YES 2 - NO		13. CREDIT REPORT 2 1 - YES 2 - NO	
14. DIRECT PAYMENT (See FMI)		15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	
16. FEE INSPECTION 2 1 - YES 2 - NO			
17. COMMUNITY SIZE 1 - 10,000 OR LESS (FOR BFH AND HPG ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)	
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 850 (See FMI)		20. PURPOSE CODE	
21. SOURCE OF FUNDS		22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION	
23. TYPE OF SUBMISSION 2 1 - INITIAL 2 - SUBSEQUENT		24. AMOUNT OF LOAN	
25. AMOUNT OF GRANT \$50,000.00			
26. AMOUNT OF IMMEDIATE ADVANCE		27. DATE OF APPROVAL MO DAY YR	
28. INTEREST RATE 0 %		29. REPAYMENT TERMS	
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)		32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN	
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR		34. BEGINNING FARMER/RANCHER (See FMI)	

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder    COPY 1 - Finance Office    COPY 2 - Applicant/Lender    COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

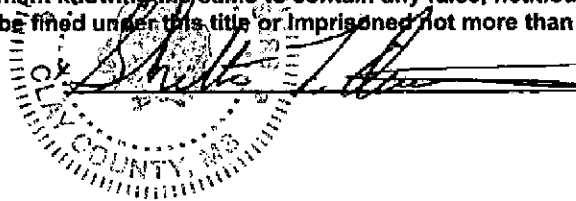
35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. ☐ YES ☐ NO

**WARNING:** Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date January 21, 20 21



(Signature of Applicant)

Date \_\_\_\_\_, 20 \_\_\_\_

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: \_\_\_\_\_

Date Approved: \_\_\_\_\_ Title: \_\_\_\_\_

38. TO THE APPLICANT: As of this date \_\_\_\_\_, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ( )				
Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.				
1. CASE NUMBER ST CO BORROWER ID 28-013-513317844		LOAN NUMBER		FISCAL YEAR
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		5. COUNTY NAME Clay		
GENERAL BORROWER/LOAN INFORMATION				
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AMAN 4 - HISPANIC 5 - A/P/I		7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER		8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT
9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC				
10. SEX CODE 6 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY		11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)		12. VETERAN CODE 1 - YES 2 - NO
13. CREDIT REPORT 2 1 - YES 2 - NO				
14. DIRECT PAYMENT (See FMI)		15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY		16. FEE INSPECTION 2 1 - YES 2 - NO
17. COMMUNITY SIZE 1 - 10,000 OR LESS (FOR SFH AND MPG ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)		
COMPLETE FOR OBLIGATION OF FUNDS				
19. TYPE OF ASSISTANCE 850 (See FMI)		20. PURPOSE CODE		21. SOURCE OF FUNDS
22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION				
23. TYPE OF SUBMISSION 2 1 - INITIAL 2 - SUBSEQUENT		24. AMOUNT OF LOAN		25. AMOUNT OF GRANT \$50,000.00
26. AMOUNT OF IMMEDIATE ADVANCE		27. DATE OF APPROVAL MO DAY YR		28. INTEREST RATE 0 %
29. REPAYMENT TERMS				
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS				
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT				
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION		
31. DISASTER DESIGNATION NUMBER (See FMI)		32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN		
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY		
33. OBLIGATION DATE MO DA YR		34. BEGINNING FARMER/RANCHER (See FMI)		

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

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CERTIFICATION APPROVAL

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EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. ☒ YES ☐ NO

**WARNING:** Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date January 21, 20 21 X  
(Signature of Applicant)

Date \_\_\_\_\_, 20 \_\_\_\_\_  
(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: \_\_\_\_\_

Date Approved: \_\_\_\_\_ Title: \_\_\_\_\_

38. TO THE APPLICANT: As of this date \_\_\_\_\_, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

## LETTER OF INTENT TO MEET CONDITIONS

Date 01-21-2021

TO: United States Department of Agriculture

USDA Rural Development

(Name of USDA Agency)

510 HWY 25 N Suite 3  
Starkville, MS 39759(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 01-21-2021. It is our intent to meet all of them not later than 03-21-2021.

Clay County Board of Supervisors

(Name of Association)

BY X(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Form RD 1942-46 (Rev. 6-10)



(Rev. 07-20)

## COMMUNITY FACILITIES GRANT AGREEMENT

## Grantee and Agency

This Grant Agreement (Agreement) dated 01/21/2021, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 2 C.F.R. Part 200, "UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS", which are incorporated by reference into this Agreement. Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants and are also incorporated by reference into this Agreement.

This Agreement for the Project and Amount described below (the "Project Description") and for the Community Facilities grant, CFDA Number 10.766, is between the Grantee, a public body, nonprofit corporation or Indian tribe (you), and the United States of America acting through the Rural Housing Service (RHS or Agency).

## I. GENERAL AWARD INFORMATION

1. Grantee Name & Address Clay County Board of Supervisors District 4 P. O. Box 815 West Point MS 39773-	2. DUNS No. 079117719	3. SAM No. 5YT63
	4. Case No. 28-013-*****0252	
5. Federal Award Identification Number (FAIN)	6. Award Date	
7. Performance Start Date	8. Performance End Date	
9. Amount of Federal Funds Obligated for this Action, and Total Amount of Federal Funds Obligated 50,000.00	10. Amount of Matching/Other Funds (if applicable) 0.00	
11. Total Project Cost (Budget Approved Amount) 69,443.00	12. Award as Percentage of Total Project Cost 0 %	
13. Grantee Contact (Name, Title, Contact Info)	14. Agency Contact (Name, Title, Contact Info)	
15. Description of Real Property covered by the grant	16. Description of Equipment covered by the grant Tractor and Bush hog for district 4.	

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is {0570-0050}. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The Agency has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Agency. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Agency. The Agency may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

## II. RESPONSIBILITIES

**A. Grantee.** The Grantee shall cause said project to be completed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by the Agency as required by 7 C.F.R. part 3570. The Grantee will remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 7 C.F.R. part 3570, subpart B and 2 C.F.R. parts 200, 400, 415, 416, 417, 418, 421, and 422. The most commonly-referenced provisions are identified below.

1. **Financial and Program Management.** You must follow the financial and performance management requirements in 2 C.F.R. § 200.300-.309.
  - a. **Financial Management.** You must maintain a financial management system in compliance with 2 C.F.R. § 200.302.
  - b. **Internal Controls.** You must maintain internal controls in compliance with 2 C.F.R. § 200.303.
  - c. **Payments.** You must comply with the payment requirements described in 2 C.F.R. § 200.305. Payment must be requested by using the SF-270, "Request for Advance or Reimbursement" or SF-271, "Request for Reimbursement for Construction Programs" (as applicable). Receipts, hourly wage rate, personnel payroll records, or other documentation must be provided upon request from RHS if the request is for an advance; otherwise, the documentation must be provided at the time of the request. Requests for payment must be sent to the Agency contact listed in Section I.14.
  - d. **Revisions of the Work Plan and Budget.** You must complete all elements of the Work Plan in Attachment A in accordance with that Attachment and must use project funds only for the purposes and activities specified in Attachment A - Approved Work Plan and Budget. You must further complete the outcomes shown for each Work Plan items within the time and scope constraints shown in Attachment A. You must report any changes and request prior approvals in accordance with 2 C.F.R. § 200.308.
  - e. **Period of Performance.** You may only incur costs chargeable to the award in accordance with 2 C.F.R. § 200.309.
  - f. **Bonding.** You must maintain your fidelity bond coverage in the amount of \$\_\_\_\_\_ for the Period of Performance of the award. (See 2 C.F.R. § 200.304)

g. **Program Income.** You must comply with the requirements of 2 C.F.R. § 200.307. Additionally, if program income is earned during the period of performance, you may use it in accordance with 2 C.F.R. § 200.307(e)(2), provided that you inform us in writing of your intent prior to the award date. However, if you earn program income in excess of what can be used under 2 C.F.R. § 200.307(e)(2) or if you earn unanticipated program income, you must comply with 2 C.F.R. § 200.307(e)(1). Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.

2. **Procurement and Property Standards.** You must follow the procurement standards requirements in 2 C.F.R. § 200.310-.326.

3. **Performance and Financial Monitoring and Reporting.** You must follow the requirements in 2 C.F.R. Part 170, including Appendix A, and 2 C.F.R. § 200.327-.329, and submit reports as outlined below. Unless otherwise directed in the addendum to this Agreement, the reports are due as indicated below.

a. **Form SF-425, "Financial Status Report."** Reports are due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

Semi-Annually: January 1 – June 30 and July 1 – December 31

Semi-Annually: April 1 – September 30 and October 1 – March 31

Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

b. **Performance Reports.** SF-PPR, "Performance Progress Report" is due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

Semi-Annually: January 1 – June 30 and July 1 – December 31

Semi-Annually: April 1 – September 30 and October 1 – March 31

Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

The performance narrative on the Performance Project Report shall include, but is not limited to, the following:

i. Describe the activities that the funds reflected in the financial status report were used for;

- ii. A comparison of actual accomplishments to the objectives established for that period;
- iii. Reasons why established objectives were not met, if applicable;
- iv. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of project work elements during established time periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation;
- v. Objectives and timetables established for the next reporting period;

The final report (due 90 calendar days after the period of performance end date) will also address the following:

- i. What have been the most challenging or unexpected aspects of this program?
  - ii. What advice, best practices, and actions would you recommend to other organizations planning a similar program that would increase the success of their program? Please include strengths and limitations of the program. If you had the opportunity, what would you have done differently?
4. **Operations.** The Grantee will manage, operate and maintain the facility, including this project if less than the whole of said facility, continuously in an efficient and economical manner in accordance with 7 C.F.R. § 3570.61(e).
  5. **Funding.** The Grantee will not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds in accordance with 7 C.F.R. § 3570.66.
  6. **Default.** Upon any default under its representations or agreements contained in this instrument, 2 C.F.R. Part 200, or 7 C.F.R. Part 3570, Grantee, at the option and demand of the Agency, will immediately repay to the Agency the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by the Agency, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by the Agency to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made.

7. **Real Property.** Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed and in accordance with 2 C.F.R. § 200.311; 2 C.F.R. § 200.312; 7 C.F.R. § 15.4(a)(2) and 7 C.F.R. § 3570.92. In accordance with Title VI of the Civil Rights Act of 1964, deeds for real property must comply with the requirements for the Reverter and Habendum clauses.

- a. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.
- b. The Grantee shall obtain the Agency's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Agency.
- c. When the real property is no longer needed, as provided in paragraphs (a) and (b) above, the Grantee shall request disposition instructions from the Agency. The Agency will observe the following rules in the disposition instructions:
  - i. The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;
  - ii. The Grantee may be directed to sell the property under guidelines provided by the Agency and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practical and result in the highest possible return;
  - iii. The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;

**Equipment.** Abide by the following conditions pertaining to equipment which is furnished by the Agency or acquired wholly or in part with Grant Funds. Equipment is defined at 2 C.F.R. § 200.33 and is tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

d. **Use of equipment.** The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:

- i. Activities sponsored by the Agency.
- ii. Activities sponsored by other Federal agencies.

b. **Use of equipment.** During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to the Agency sponsored projects. Second preference will be given to other federally sponsored projects.

c. **Disposition of equipment.** When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with 2 C.F.R. § 200.313 and 7 C.F.R. §15.4(a)(3) :

- i. Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.
- ii. Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Agency. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Agency.
- iii. The Agency shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Agency to determine whether a requirement for the equipment exists in other Federal agencies. They shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

- If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.
- If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.
- If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Agency for such costs incurred in its disposition.

d. The Grantee's property management standards for equipment shall be in accordance with 2 CFR § 200.313 and shall include:

- i. Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price, or the method used to determine current fair market value if the Grantee reimburses the Agency for its share.
- ii. A physical inventory of equipment shall be taken, and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.
- iii. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
- iv. Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
- v. Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

9. **Earned Interest.** Grantee agree to account for and to return to Agency interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement.
10. **Record Retention and Access.** You must retain records related to this work performed under this Agreement and allow access to them in accordance with 2 C.F.R. § 200.333-.337.
11. **Closeout.** You must comply with the closeout requirements in 2 C.F.R. § 200.343.
12. **Post-Closeout Adjustments and Continuing Responsibilities.** You must continue to comply with the requirements in 2 C.F.R. § 200.344 even after the Period of Performance for this Agreement has ended.
13. **Cost Principles.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart E.
14. **Audits.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart F.
15. **Civil Rights Compliance.** Unless otherwise provided in the addendum, you must comply with Executive Order 12898, Executive Order 13166- Limited English Proficient, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as applicable. You must make the public facility or services available to all persons in the Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status or physical or mental disability at reasonable rates, including assessments, taxes, or fees. You may make modifications as long as they are reasonable and nondiscriminatory. Your compliance shall include collection and maintenance of data on race, sex, and national origin of your membership, ownership, and employees. This data must be available to us for Civil Rights Compliance Reviews. You must submit to a post-award compliance review conducted after the final disbursement of grant funds has occurred.
16. **Execute Agreements.** The Grantee will execute any agreements required by the Agency which the Grantee is legally authorized to execute. If any such agreement has been executed by the Grantee as a result of a loan being made to the Grantee by the Agency contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant.



**17. Universal Identifier and Central Contractor Registration.** The Grantee must have a Dun & Bradstreet Universal Numbering System (DUNS) number in order to apply for, receive, and report on a Federal award. Additionally, the Grantee must comply with the additional requirements set forth in Attachment C regarding the DUNS Requirements and the Central Contractor Registry (CCR) Requirements found at 2 CFR Part 25, including Appendix A. For the purposes of this Agreement, "you" in Attachment B shall mean "Grantee" as defined hereunder;

**18. Federal Funding Accountability and Transparency Act.** The Grantee is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the Grantee at 2 CFR Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR Part 170 Reporting Subaward and Executive Compensation Information. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310. See also 2 C.F.R. § 200.11-200.113.

**19.** Not encumber, transfer or dispose of the property or any part thereof, furnished by the Agency or acquired wholly or in part with Agency funds without the written consent of the Agency except as provided in paragraph 8 (c).

**20.** Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).

**B. Rural Housing Service (RHS).** RHS has agreed to give the Grantee the grant funds, subject to the terms and conditions established by RHS. Provided, however, that any grant funds actually advance and not needed for grant purposes shall be returned immediately to RHS. RHS may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation. RHS shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement. The most commonly-referenced provisions are identified below.

**1. Payments.** We will advance or reimburse funds up to the Award Amount identified in Section I.9 upon the Grantee's proper request according to Section II.A.1.c.

**2. Monitoring and Enforcement.** We will monitor the project to ensure that you are in compliance with the terms of the award. If we find that you are not in

compliance, we will enforce the terms of this Agreement using the provisions of 2 C.F.R. § 200.338-.342.

- a. Will assist Grantee, within available appropriations, with such technical assistance as Agency deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.
  - b. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Agency may determine to be (1) advisable to further the purpose of the grant or to protect Agency's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.
3. **Termination of This Agreement.** This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Agency and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Agency agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds. In all cases termination and notification will be in accordance with 2 C.F.R. § 200.339 and 200.340.

**C. Both Parties.** The Grantee and RHS agree to the following:

1. **Invalid Clauses.** The invalidity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Agreement shall not affect the remaining portions of the Agreement.
2. **Conflict between this Agreement and Other Applicable Regulations or Laws.** If there is a conflict between this Agreement and the applicable Program Regulation, the applicable Program Regulation shall prevail. If there is a conflict between this Agreement and another law or regulation, RHS shall seek a legal opinion to determine which provision applies.
3. **Dates.** When the date fixed for the performance of an act under this Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.

The signatories below certify that they have authority to enter into this Agreement.

Approved by an Authorized Representative of the Grantee:

X \_\_\_\_\_  
Name (Please Print)

X \_\_\_\_\_  
Title (Please Print)

X \_\_\_\_\_  
Signature

1/21/21  
Date

Approved by the United States of America, Rural Housing Service by:

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Attachment A**

**Approved Work Plan and Budget**

(The work plan must have time, scope, and outcome entries for each task.)

**ATTACHMENT B****I. Reporting Subawards and Executive Compensation.****A. Reporting of first-tier subawards.**

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
  - a. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
  - b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

**B. Reporting Total Compensation of Recipient Executives.**

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:
  - a. the total Federal funding authorized to date under this award is \$25,000 or more;
  - b. in the preceding fiscal year, you received
    - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);
  - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.html>)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
  - a. As part of your registration profile at <http://www.ccr.gov>.
  - b. By the end of the month following the month in which this award is made, and annually thereafter.

**C. Reporting of Total Compensation of Subrecipient Executives.**

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

- a. in the subrecipient's preceding fiscal year, the subrecipient received—
  - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
  - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- a. To the recipient.
- b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

- D. *Exemptions.* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

1. Subawards, and
2. The total compensation of the five most highly compensated executives of any subrecipient.

- E. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:
  - a. A Governmental organization, which is a State, local government, or Indian tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization;
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a
  - f. non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward:*
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program.

- c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
  - a. Receives a subaward from you (the recipient) under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
  - a. *Salary and bonus.*
  - b. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - c. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - d. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
  - e. *Above-market earnings on deferred compensation which is not tax-qualified.*
  - f. *Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.*

**ATTACHMENT C****I. System for Award Management and Universal Identifier Requirements**

- A. Requirement for Registration with the General Services Administration's System for Award Management. Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- B. Requirement for Data Universal Numbering System (DUNS) Numbers.  
The Grantee must have a Dun & Bradstreet Universal Numbering System (DUNS) number in order to apply for, receive, and report on a Federal award.
- C. Definitions. For purposes of this award term:
  1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
  2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
  3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
    - a. A Governmental organization, which is a State, local government, or Indian Tribe;
    - b. A foreign public entity;
    - c. A domestic or foreign nonprofit organization;
    - d. A domestic or foreign for-profit organization; and
    - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
  4. Subaward:
    - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    - b. The term does not include your procurement of property and services needed to carry out the project or program.
    - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.



# EXHIBIT C

## Welcome to the ECAM 2021 Certification and Training Seminar

Election Commissioners are required by state statute to train annually on how to conduct elections. We must participate and make every effort to learn as much as possible while there. Please show respect to all presenters as well as the staff of the IP Casino Resort & Spa.

- Please fill out the form "properly" and turn it in as quickly as possible to Larry Gardner: ECAM treasurer. Please pay attention to the information BELOW & on the form and follow the instructions provided.
- ~~A Silent Auction will always be done at each ECAM certification training event. Please remember to bring an item(s) of at least \$25 or more.~~
- Anyone wanting to come in on Monday 3/29/21, the rate is \$88.00 for that night and must be paid TO THE ECAM TREASURER in addition to cost listed on the form. Please note on the registration form any extra nights you are requesting and pay accordingly. The nightly rates are ECAM's block rate and must be booked under our block. FOR THE WEEKEND BEFORE AND AFTER ECAM, SEE HIGHLIGHTED RED NOTE AT THE BOTTOM OF THIS PAGE FOR THE HOTEL RATES.
- If you desire a special type of room, such as "Non-Smoking" or "Handicapped" it must be requested on the form when it is returned to Larry Gardner: not upon arrival at the hotel. IF you do not specify room options on the form, you will be given a room decided by the Hotel Staff.
- A Silent Auction will always be done at each ECAM certification training event. Please remember to bring an item(s) of at least \$25 or more.
- IF you have special dietary needs, please make note of this on the registration form.
- Meal prices are listed on the registration form. Meal cost for Thursday breakfast, lunch and banquet along with Friday breakfast are figured in with the cost. ALL OTHER MEALS ARE YOUR RESPONSIBILITY! If you have a family member coming to the ECAM Training & Certification Seminar with you and you desire to purchase meal tickets for them, they can be purchased from the ECAM Director of Education and Training Danny Glaskox prior to the meals being served.
- NO ONE WILL BE SERVED WITHOUT A MEAL TICKET...NO EXCEPTIONS!
- NO CARRY OUT MEALS ARE ALLOWED-----NO EXCEPTIONS!
- ANYONE WISHING TO COME IN ON THE WEEKEND PRIOR TO THE TRAINING AND CERTIFICATION SEMINAR IS RESPONSIBLE FOR PAYING THEIR OWN ROOM COST AS DETERMINED BY THE HOTEL. THOSE WISHING TO REMAIN ON THE WEEKEND AFTER THE TRAINING (4/2, 2021) WILL ALSO BE RESPONSIBLE FOR PAYING THEIR OWN ROOM COST AT APPROX. \$180.00 PER NIGHT OR MORE.

### \* CONVENTION REGISTRATION STUDIO "B" TUESDAY 3/30/2021

7:30 A.M. - 11:00 A.M.

REGISTRATION WILL BE CLOSED PROMPTLY AT 11:00 A.M.

NOTE: CLASSES WILL BEGIN ON TUESDAY @ 12:00 Noon, MARCH 30, 2021 AND END ON FRIDAY APRIL 2, 2021

ECAM Members will not be allowed to enter the building at 3:00 P.M.  
if this is not stated on the registration form.

CLAY COUNTY ELECTION COMMISSIONERS

JANUARY 19, 2021

To: Clay County Board of Supervisors

From: Election Commissioners

Subject: Election of Officers

The Clay County Election Commissioners met on January 19, 2021  
selecting the following persons;

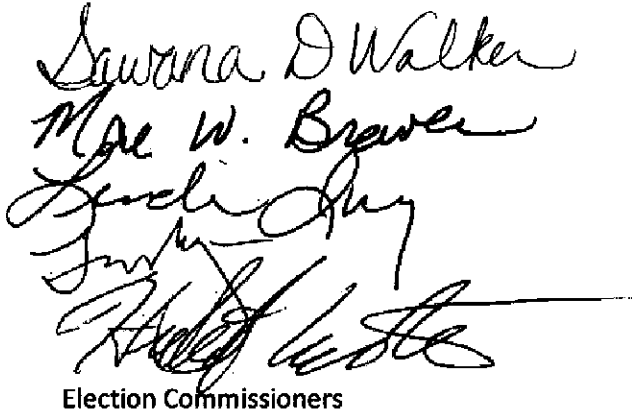
Sawana Walker as Chairperson  
Linda Ivy as Secretary

January 19, 2021

Dear Board of Supervisors,

The ECAM conference begins on Tuesday, March 30, 2021 with registration beginning at 7:30 A.M. The meeting will begin at 12:00. The election commissioners would like to request permission to go down on Monday, March 29, 2021. The conference is on the coast. This is a certification training and it is mandatory that the commissioners attend.

Thank you in advance for your consideration,

  
Sawana D Walker  
Mae W. Brewer  
Geraldine  
[Signature]  
Election Commissioners

## **Welcome to the ECAM 2021 Certification and Training Seminar**

Election Commissioners are required by state statute to train annually on how to conduct elections. We must participate and make every effort to learn as much as possible while there. Please show respect to all presenters as well as the staff of the IP Casino Resort & Spa.

- Please fill out the form "properly" and turn it in as quickly as possible to Larry Gardner: ECAM treasurer. Please pay attention to the information BELOW & on the form and follow the instructions provided.
- A signature & date is required on the registration form in order to be registered!
- Anyone wanting to come in on Monday 3/29/21, the rate is \$88.00 for that night and must be paid TO THE ECAM TREASURER in addition to cost listed on the form. Please note on the registration form any extra nights you are requesting and pay accordingly. The nightly rates are ECAM's block rate and must be booked under our block. FOR THE WEEKEND BEFORE AND AFTER ECAM, SEE HIGHLIGHTED RED NOTE AT THE BOTTOM OF THIS PAGE FOR THE HOTEL RATES.
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- Meal prices are listed on the registration form. Meal cost for Thursday breakfast, lunch and banquet along with Friday breakfast are figured in with the cost. ALL OTHER MEALS ARE YOUR RESPONSIBILITY! If you have a family member coming to the ECAM Training & Certification Seminar with you and you desire to purchase meal tickets for them, they can be purchased from the ECAM Director of Education and Training Danny Glaskox prior to the meals being served.
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- NO CARRY OUT MEALS ARE ALLOWED-----NO EXCEPTIONS!
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### **CONVENTION REGISTRATION STUDIO "B" TUESDAY 3/30/2021**

**7:30 A.M. - 11:00 A.M.**

**REGISTRATION WILL CLOSE PROMPTLY AT 11:00 A.M.**

**NOTE: CLASSES WILL BEGIN ON TUESDAY @ 12:00 Noon, MARCH 30, 2021 AND END ON FRIDAY APRIL 2, 2021**

**ECAM "Members" will meet in Studio "B" on Tuesday beginning at 3:00 P.M. to discuss proposed amendments to the bylaws!**



Casino • Resort • Spa  
BILOXI, MISSISSIPPI

ECAM 2021 ANNUAL ELECTIONS SEMINAR AND CERTIFICATION TRAINING  
IP CASINO-HOTEL & SPA – BILOXI, MISSISSIPPI  
March 30, 31, April 1 & April 2, 2021

**PLEASE REGISTER EARLY!**

Print Name: THOMAS "TOMMY" BRYAN  
(Legal name as it appears on your ID)  
Address 642 WAVERLY ROAD/PO BOX 1234 City WEST POINT Zip 39773  
Phone (Home) 662-295-7121 (Work) 662-295-7121 (Cell) 662-295-7121  
Congressional District 1 Supervisor District 2 County CLAY  
EMAIL (Confirmation will be done by email provided): 6621bryan@live.com  
Please check appropriate box: County Election Commissioner ☒ Circuit Clerk OR D.C. (one only)! ☐  
Newly Elected/Appointed Election Commissioner/Clerk: ☐ Other ☐  
Name of Election Commission Chairperson \_\_\_\_\_  
Name of Roommate: N/A  
List only if this person is an Election Commissioner

**Spouse/Guest Meal Tickets: Will be available for purchase at the convention.**

**DO NOT SEND MONEY FOR SPOUSE/GUEST MEAL TICKETS WITH THIS FORM**

(There will be **NO** spouse or guest tickets sent in advance of the training).

Ticket prices are: breakfast- \$30 each-- lunch buffet- \$42 each-- banquet tickets-\$48 each.

**ECAM MEMBER**

County Election Commissioner -- (Includes Tuesday, Wednesday & Thursday in Hotel)  
Registration Fee - \$458.00 + Dues - \$40.00 = \$498.00

\$ 498.00

**ECAM ASSOCIATE MEMBER** -- (Includes Tuesday Wednesday & Thursday in Hotel)  
Registration Fee - \$458.00 + Dues - \$35.00 = \$493.00

\$ —

**ECAM MEMBER ATTENDING CONVENTION--BUT NOT STAYING IN HOTEL**  
Registration Fee - \$200.00 + Dues - \$40.00 = \$240.00

\$ —

**ECAM ASSOCIATE MEMBER ATTENDING CONVENTION--BUT NOT STAYING IN HOTEL**  
Registration Fee - \$200.00 + Dues - \$35.00 = \$235.00

\$ —

**EXTRA NIGHT REQUESTED (MONDAY 3/29/2021 @ \$88.00)**

\$ 88.00

~~EXTRA NIGHTS REQUESTED: 3/28/2021 OR 4/2/2021 IN THE EVENING AND PAY YOUR TRAINING TO THE HOTEL~~

**NOTE: ALL FUNDS MUST BE SENT TO ECAM TREASURER---NOT THE HOTEL!**

**LATE REGISTRATION FEE**

**After February 19, 2021 ADD \$50.00**

\$ —

The Registration fee pays for three nights stay at the hotel & a total of 4 meals. Any other nights are your responsibility at the current hotel rate and must be booked and paid by each individual! If you do not fill out the information below, you will be subject to what is available!

☒ Single/King ☐ Double/Queen ☐ Smoking ☒ Non-Smoking ☐ Handicap ☐ NO Preference

Special Needs: Scooter @ \$40.00/day Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ \$ —

(MAKE ALL CHECKS PAYABLE TO E C A M) -----TOTAL Amount Enclosed

\$ 586.00

Regular registration deadline is February 19, 2021 – Cancellation required by March 5, 2021

**NO refunds after March 5, 2021 cancellation date!**

I understand and agree to these Terms: \_\_\_\_\_

Date: 1-19-2021

MAIL THIS FORM AND ALL CHECKS TO:

Hon. LARRY GARDNER  
2 SUMMERFIELD PLACE  
NATCHEZ, MS 39120

Contact #: 601-807-5262, Email: legard1948@gmail.com

**DON'T FORGET SILENT AUCTION ITEMS**



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BILOXI, MISSISSIPPI

ECAM 2021 ANNUAL ELECTIONS SEMINAR AND CERTIFICATION TRAINING  
IP CASINO-HOTEL & SPA – BILOXI, MISSISSIPPI  
March 30, 31, April 1 & April 2, 2021

**PLEASE REGISTER EARLY!**

Print Name: LINDA IVY  
(Legal name as it appears on your ID)  
Address 107 CARVER ST EXT City West Bunt Zip 39773  
Phone (Home) \_\_\_\_\_ (Work) 662-494-3384 (Cell) 662-854-1021  
Congressional District 1 Supervisor District 1 County CLAY  
EMAIL (Confirmation will be done by email provided): onea1283@yahoo.com  
Please check appropriate box: County Election Commissioner ☒ Circuit Clerk OR D.C. (one only)! \_\_\_\_\_  
Newly Elected/Appointed Election Commissioner/Clerk: \_\_\_\_\_ Other \_\_\_\_\_  
Name of Election Commission Chairperson Samona Walker  
Name of Roommate: \_\_\_\_\_

List only if this person is an Election Commissioner

**Spouse/Guest Meal Tickets: Will be available for purchase at the convention.**

**DO NOT SEND MONEY FOR SPOUSE/GUEST MEAL TICKETS WITH THIS FORM**

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\$ \_\_\_\_\_

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**NOTE: ALL FUNDS MUST BE SENT TO ECAM TREASURER---NOT THE HOTEL!**

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**Special Needs:** Scooter @ \$40.00/day Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ \$ \_\_\_\_\_

**(MAKE ALL CHECKS PAYABLE TO E C A M)** -----TOTAL Amount Enclosed

\$ \_\_\_\_\_

**Regular registration deadline is February 19, 2021 – Cancellation required by March 5, 2021**

**NO refunds after March 5, 2021 cancellation date!**

**I understand and agree to these Terms:**

Linda Ivy

Date: 1-19-2021

**MAIL THIS FORM AND ALL CHECKS TO:**

Hon. LARRY GARDNER  
2 SUMMERFIELD PLACE  
NATCHEZ, MS 39120

Contact #: 601-807-5262, Email: [legard1948@gmail.com](mailto:legard1948@gmail.com)

**DON'T FORGET SILENT AUCTION ITEMS**



ECAM 2021 ANNUAL ELECTIONS SEMINAR AND CERTIFICATION TRAINING  
IP CASINO-HOTEL & SPA - BILOXI, MISSISSIPPI  
March 30, 31, April 1 & April 2, 2021

PLEASE REGISTER EARLY!

Print Name: Sawana D. Walker  
(Legal name as it appears on your ID)  
Address 2335 CCC Line Road City Prairie Zip 39756  
Phone (Home) 662 4484690 (Work) 662 4952053 (Cell) 662 2959663  
Congressional District 1 Supervisor District 4 County CLAY  
EMAIL (Confirmation will be done by email provided): sawana.walker@gmail.com  
Please check appropriate box: County Election Commissioner ☒ Circuit Clerk OR D.C. (one only)! ☐  
Newly Elected/Appointed Election Commissioner/Clerk: ☐ Other ☐  
Name of Election Commission Chairperson Sawana D. Walker  
Name of Roommate: \_\_\_\_\_

List only if this person is an Election Commissioner

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

DO NOT SEND MONEY FOR SPOUSE/GUEST MEAL TICKETS WITH THIS FORM

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

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\$ 88<sup>00</sup>

EXTRA NIGHTS REQUESTED: 3/28/2021 OR 4/2/2021 (THIS INFORMATION IS REQUIRED TO BE PROVIDED TO THE HOTEL)

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\$ 586<sup>00</sup>

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I understand and agree to these Terms: Sawana D. Walker

Date: Jan 19, 2021

MAIL THIS FORM AND ALL CHECKS TO:

Hon. LARRY GARDNER  
2 SUMMERFIELD PLACE  
NATCHEZ, MS 39120

Contact #: 601-807-5262, Email: [legard1948@gmail.com](mailto:legard1948@gmail.com)

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Casino • Resort • Spa  
BILOXI, MISSISSIPPI

ECAM 2021 ANNUAL ELECTIONS SEMINAR AND CERTIFICATION TRAINING  
IP CASINO-HOTEL & SPA – BILOXI, MISSISSIPPI  
March 30, 31, April 1 & April 2, 2021

**PLEASE REGISTER EARLY!**

Print Name: George Hubert Caston  
(Legal name as it appears on your ID)  
Address 111 South Division Street City West Point Zip 39173  
Phone (Home) 662 524 0048 (Work) 662 495 2053 (Cell) 662 524 0048  
Congressional District 1 Supervisor District 3 County CLAY  
EMAIL (Confirmation will be done by email provided): hubertcaston@yahoo.com  
Please check appropriate box: County Election Commissioner ☒ Circuit Clerk OR D.C. (one only)! ☐  
Newly Elected/Appointed Election Commissioner/Clerk: ☐ Other ☐  
Name of Election Commission Chairperson Savannah Walker  
Name of Roommate: \_\_\_\_\_

List only if this person is an Election Commissioner

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\$ \_\_\_\_\_

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I understand and agree to these Terms: George Hubert Caston Date: 1-19-21

MAIL THIS FORM AND ALL CHECKS TO:

Hon. LARRY GARDNER  
2 SUMMERFIELD PLACE  
NATCHEZ, MS 39120

Contact #: 601-807-5262, Email: [legard1948@gmail.com](mailto:legard1948@gmail.com)

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ECAM 2021 ANNUAL ELECTIONS SEMINAR AND CERTIFICATION TRAINING  
IP CASINO-HOTEL & SPA - BILOXI, MISSISSIPPI  
March 30, 31, April 1 & April 2, 2021

**PLEASE REGISTER EARLY!**

Print Name: Mae W. Brewer  
(Legal name as it appears on your ID)  
Address 555 Brewer Rd. City Pharba Zip 39755  
Phone (Home) \_\_\_\_\_ (Work) 662-498-2053 (Cell) 662-295-3294  
Congressional District 1 Supervisor District 5 County CLAY  
EMAIL (Confirmation will be done by email provided): mbrewer@claycounty.ms.gov  
Please check appropriate box: County Election Commissioner ☒ Circuit Clerk OR D.C. (one only)! \_\_\_\_\_  
Newly Elected/Appointed Election Commissioner/Clerk: \_\_\_\_\_ Other \_\_\_\_\_  
Name of Election Commission Chairperson Sabrina Walker  
Name of Roommate: \_\_\_\_\_

List only if this person is an Election Commissioner

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**EXTRA NIGHT REQUESTED (MONDAY 3/29/2021 @ \$88.00)**

\$ 88.<sup>00</sup>

**EXTRA NIGHTS REQUESTED: 3/29/2021 OR 3/30/2021 OR 3/31/2021 OR 4/1/2021 OR 4/2/2021**

**NOTE: ALL FUNDS MUST BE SENT TO ECAM TREASURER--NOT THE HOTEL!**

**LATE REGISTRATION FEE**

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\$ 586.<sup>00</sup>

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**(MAKE ALL CHECKS PAYABLE TO E C A M)** ----- TOTAL Amount Enclosed

\$ \_\_\_\_\_

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I understand and agree to these Terms: Mae W. Brewer

Date: Jan. 19, 2021

**MAIL THIS FORM AND ALL CHECKS TO:**

Hon. LARRY GARDNER  
2 SUMMERFIELD PLACE  
NATCHEZ, MS 39120

Contact #: 601-807-5262, Email: [legard1948@gmail.com](mailto:legard1948@gmail.com)

**DON'T FORGET SILENT AUCTION ITEMS**



**ECAM 2021 ANNUAL ELECTIONS SEMINAR AND CERTIFICATION TRAINING**  
**IP CASINO-HOTEL & SPA – BILOXI, MISSISSIPPI**  
**March 30, 31, April 1 & April 2, 2021**

Casino • Resort • Spa  
 BILOXI, MISSISSIPPI

**PLEASE REGISTER EARLY!**

**Print Name:** Kimberly Brown Hood  
 (Legal name as it appears on your ID)  
**Address** 27944 E Main Street City West Point Zip 39773  
**Phone (Home)** \_\_\_\_\_ **(Work)** 662-494-3384 **(Cell)** 662-295-7873  
**Congressional District** \_\_\_\_\_ **Supervisor District** \_\_\_\_\_ **County** Clay  
**EMAIL** (Confirmation will be done by email provided): khord@claycounty.ms.gov  
 Please check appropriate box: County Election Commissioner \_\_\_\_\_ Circuit Clerk OR D.C. (one only)! ☒ C.C.  
 Newly Elected/Appointed Election Commissioner/Clerk: \_\_\_\_\_ Other \_\_\_\_\_  
 Name of Election Commission Chairperson \_\_\_\_\_  
 Name of Roommate: \_\_\_\_\_

List only if this person is an Election Commissioner

**Spouse/Guest Meal Tickets: Will be available for purchase at the convention.**

**DO NOT SEND MONEY FOR SPOUSE/GUEST MEAL TICKETS WITH THIS FORM**

(There will be **NO** spouse or guest tickets sent in advance of the training).

Ticket prices are: breakfast- \$30 each-- lunch buffet- \$42 each-- banquet tickets-\$48 each.

**ECAM MEMBER**

**County Election Commissioner -- (Includes Tuesday, Wednesday & Thursday in Hotel)** \$ \_\_\_\_\_  
 Registration Fee - \$458.00 + Dues - \$40.00 = \$498.00

**ECAM ASSOCIATE MEMBER -- (Includes Tuesday Wednesday & Thursday in Hotel)** \$ 493.00  
 Registration Fee - \$458.00 + Dues - \$35.00 = \$493.00

**ECAM MEMBER ATTENDING CONVENTION--BUT NOT STAYING IN HOTEL** \$ \_\_\_\_\_  
 Registration Fee - \$200.00 + Dues - \$40.00 = \$240.00

**ECAM ASSOCIATE MEMBER ATTENDING CONVENTION--BUT NOT STAYING IN HOTEL** \$ \_\_\_\_\_  
 Registration Fee - \$200.00 + Dues - \$35.00 = \$235.00

**EXTRA NIGHT REQUESTED (MONDAY 3/29/2021 @ \$88.00)** \$ 88.00

**EXTRA NIGHTS REQUESTED: 3/29/2021 OR 4/2/2021 Must be booked & paid by YOU directly to the hotel**

**NOTE: ALL FUNDS MUST BE SENT TO ECAM TREASURER---NOT THE HOTEL!**

**LATE REGISTRATION FEE** After February 19, 2021 ADD \$50.00 \$ \_\_\_\_\_

The Registration fee pays for three nights stay at the hotel & a total of 4 meals. Any other nights are your responsibility at the current hotel rate and must be booked and paid by each individual. If you do not fill out the information below, you will be subject to what is available!

☒ Single/King ☐ Double/Queen ☐ Smoking ☒ Non-Smoking ☐ Handicap ☐ NO Preference

**Special Needs:** Scooter @ \$40.00/day Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ \$ \_\_\_\_\_

**(MAKE ALL CHECKS PAYABLE TO E C A M)** \_\_\_\_\_ **TOTAL Amount Enclosed** \$ 581.00

Regular registration deadline is February 19, 2021 - Cancellation required by March 5, 2021

**NO refunds after March 5, 2021 cancellation date!**

**I understand and agree to these Terms:** [Signature] **Date:** 1-14-2021

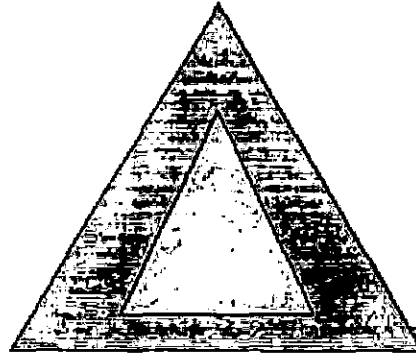
**MAIL THIS FORM AND ALL CHECKS TO:**

Hon. LARRY GARDNER  
 2 SUMMERFIELD PLACE  
 NATCHEZ, MS 39120

Contact #: 601-807-5262, Email: [legard1948@gmail.com](mailto:legard1948@gmail.com)

**DON'T FORGET SILENT AUCTION ITEMS**

# EXHIBIT D



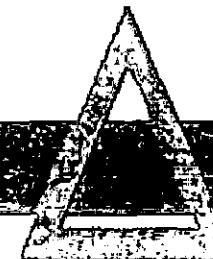
**GOLDEN TRIANGLE**  
**Planning and Development District, Inc.**

---

***REDISTRICTING***  
***2020 CENSUS***

6.2

P. O. Box 828  
106 Miley Drive  
Starkville, MS 39760  
(662)324-7860  
[www.gtpdd.com](http://www.gtpdd.com)



**GOLDEN TRIANGLE**

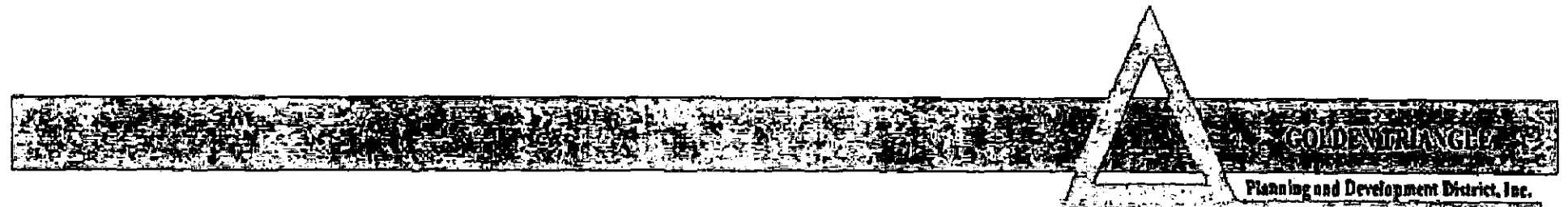
**Planning and Development District, Inc.**

# Golden Triangle Planning & Development District, Inc.

106 Miley Drive  
Starkville, MS 39760  
(662)320-2013  
[www.gtpdd.com](http://www.gtpdd.com)

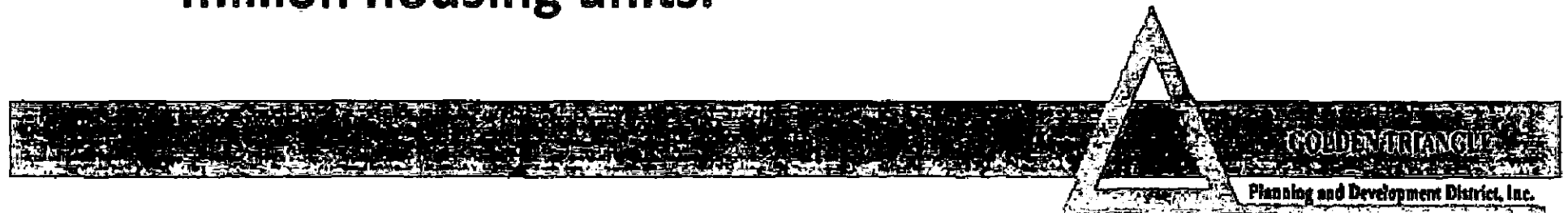
THOMAS B. "Toby" SANFORD  
GIS MANAGER

DAVID W. ALEXANDER  
GIS ANALYST



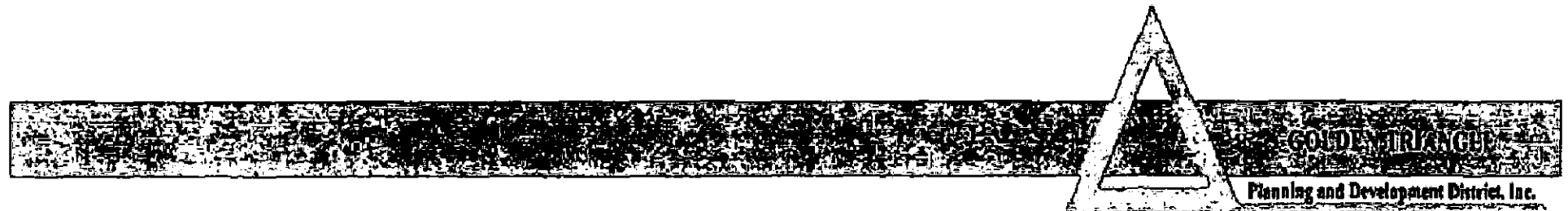
# Decennial Census

- Has been conducted in years ending in "0" since 1790, as required by the U.S. Constitution. Article I, Section 2
- The first decennial census was a "simple" count. It consisted of six questions and counted approximately 3.9 million people
- 2020 census: One million census workers assisted the Census Bureau in counting more than 330 million of the nation's inhabitants in more than 140 million housing units.



# Census Geography

- **Census Tract**  
Largest level of Census Geography
- **Census Block Group**  
Middle level of Census Geography
- **Census Block**  
Smallest level of Census Geography





**MISSISSIPPI**  
**CENSUS TRACTS**  
Webster  
TRACT - 950100

TRACT - 950200

TRACT - 950100

Clay

TRACT - 950500

TRACT - 950200

TRACT - 950100

TRACT - 950100

TRACT - 001000

Oktibbeha

TRACT - 950600

Lowndes

Choctaw

TRACT - 950700

TRACT - 001100

TRACT - 950200

TRACT - 950100

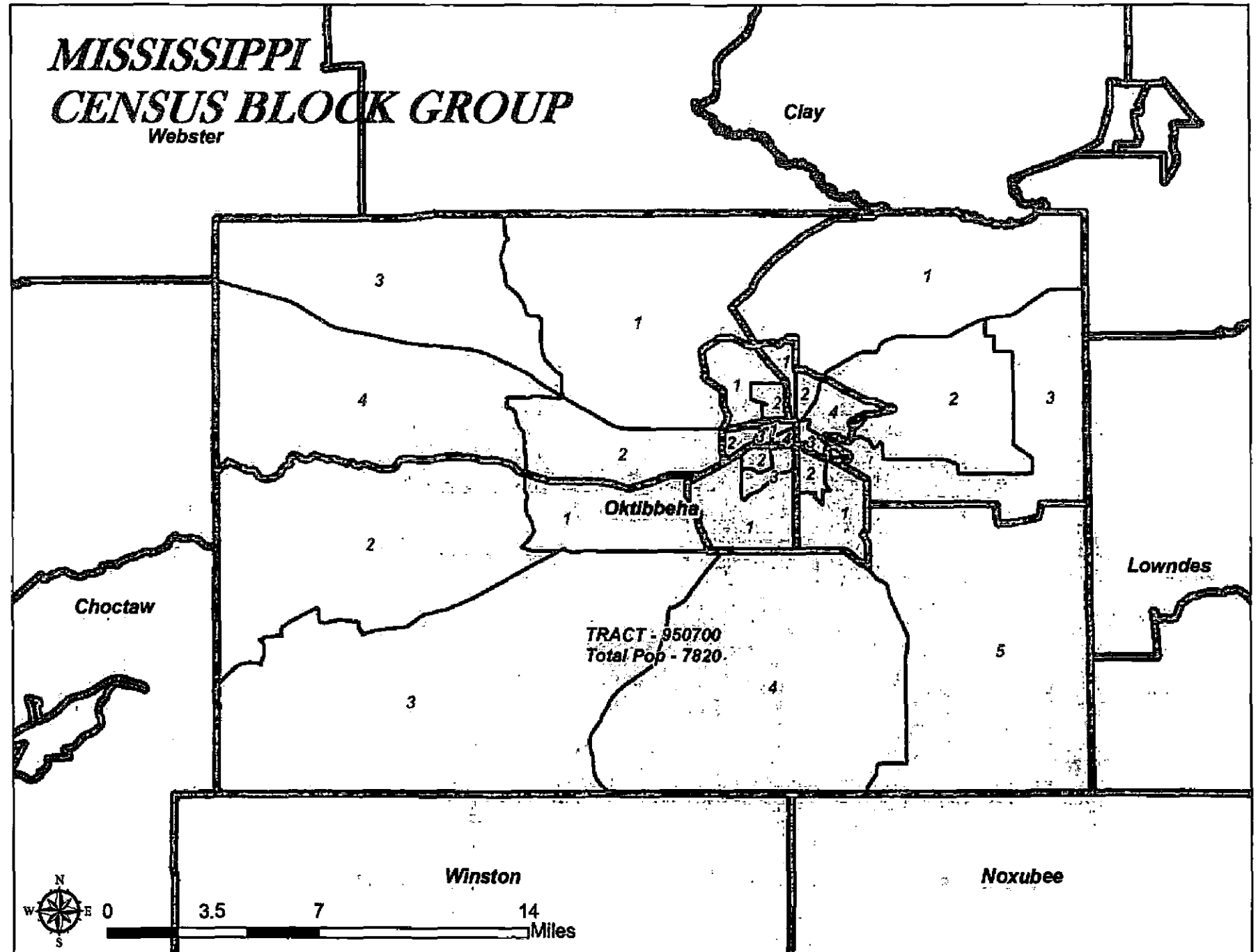
Winston

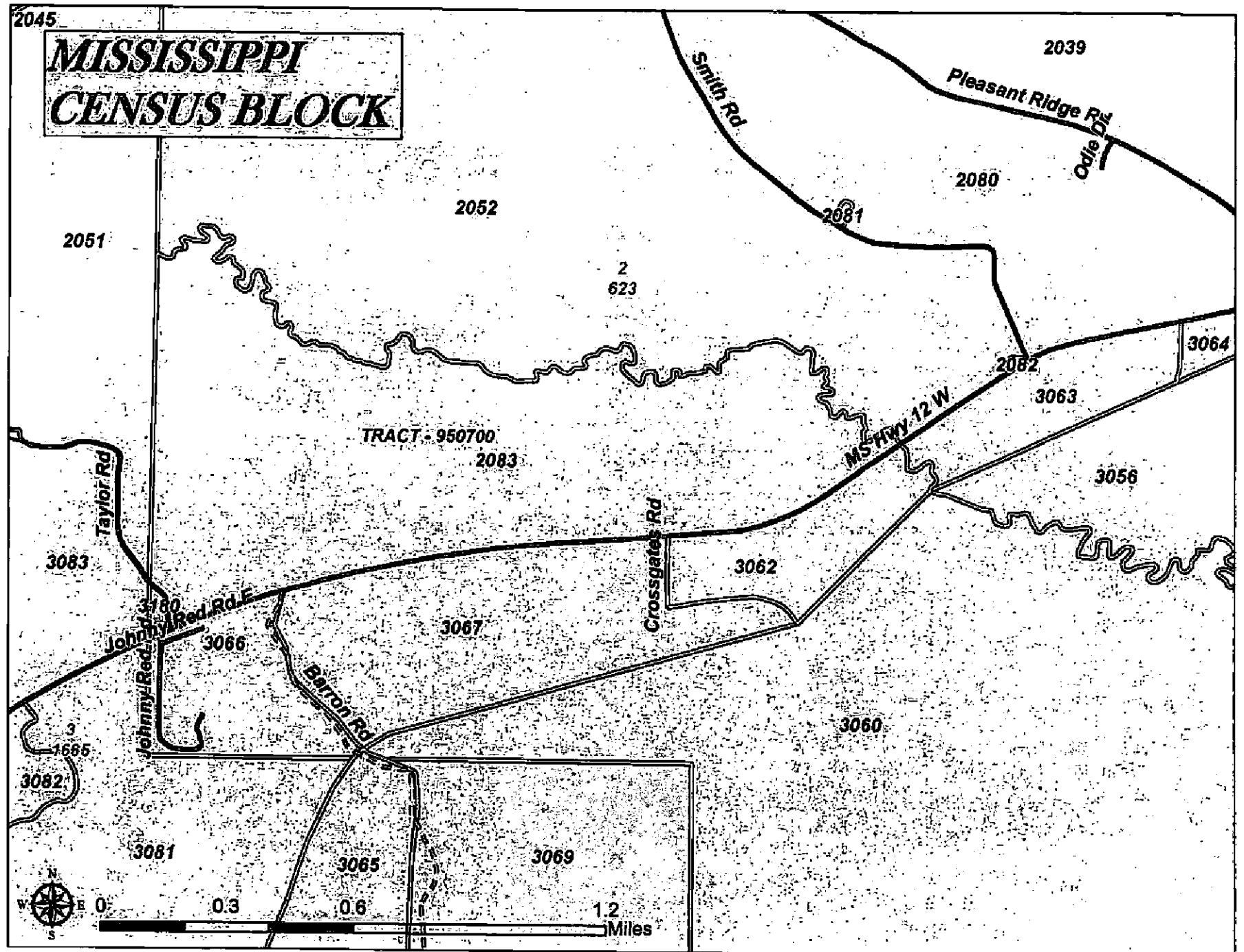
TRACT - 950200 Noxubee



0 3 6 12 Miles

**MISSISSIPPI**  
**CENSUS BLOCK GROUP**  
*Webster*





MISSISSIPPI  
CENSUS BLOCK



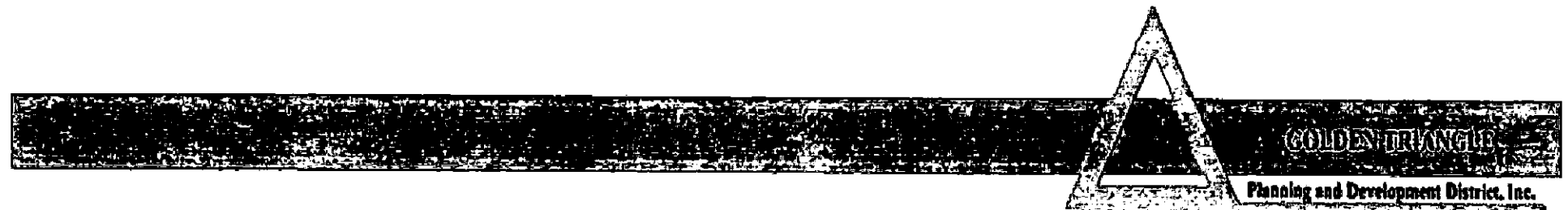
# ESTIMATES

	Ackerman town, Mississippi	Columbus city, Mississippi	Eupora city, Mississippi	Louisville city, Mississippi	Macon city, Mississippi	Starkville city, Mississippi	West Point city, Mississippi
Population <b>ESTIMATE</b> July 1, 2019, (V2019)	1448	23,573	2005	5,983	2421	25,653	10,404
Population, Census, April 1, 2010	1510	23,640	2197	6,631	2768	23,888	11,307

-62	-67	-192	-648	-347	1765	-903
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	Choctaw County, Mississippi	Clay County, Mississippi	Lowndes County, Mississippi	Noxubee County, Mississippi	Oktibbeha County, Mississippi	Winston County, Mississippi	Webster County, Mississippi	Mississippi	United States
Population <b>ESTIMATE</b> July 1, 2019, (V2019)	8,210	19,316	58,595	10,417	49,587	17,955	9,689	2,976,149	328,239,523
Population, Census, April 1, 2010	8,547	20,634	59,779	11,545	47,671	19,198	10,253	2,967,297	308,745,538

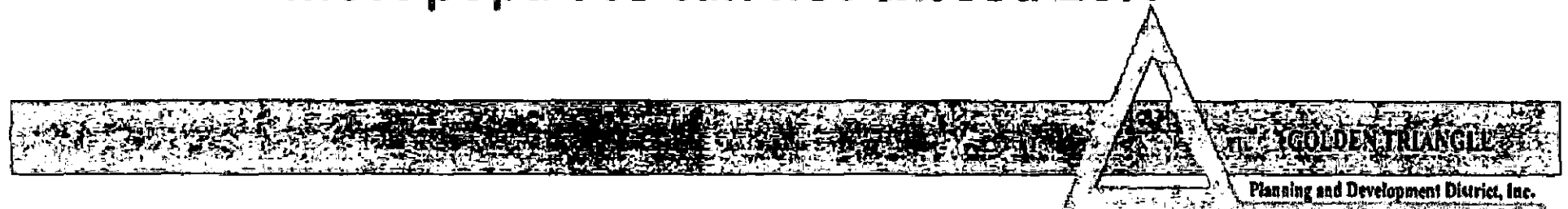
-337	-1,318	-1,184	-1,128	1,916	-1,243	-564	8,852	19,493,985
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# WHY DO WE HAVE TO REDISTRICT?

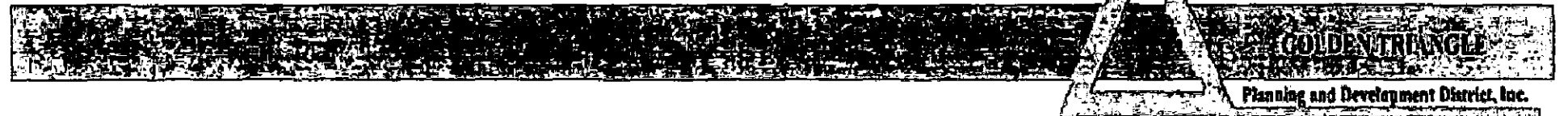
- One man, one vote (or one person, one vote) expresses the principle that individuals should have equal representation in voting.
- The "one person, one vote" doctrine, which requires electoral districts to be apportioned according to population, thus making each district roughly equal in population.
- Section 2 of the voting rights act one man one vote.

The variance of the least populace and most populace can not exceed 10%



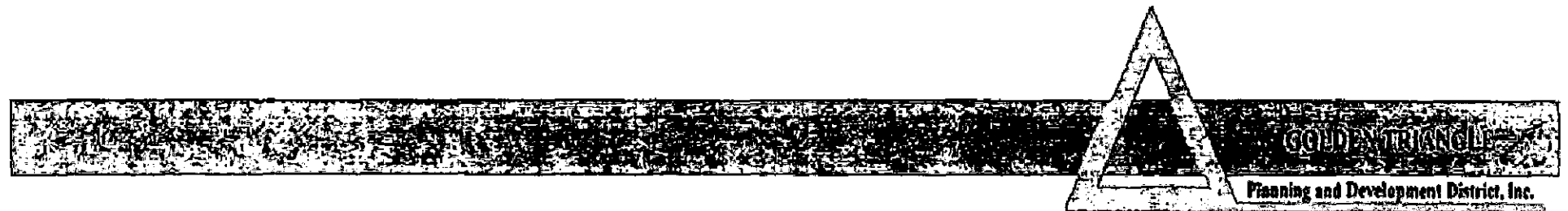
# CALCULATE IDEAL DISTRICT POPULATION

- 1000 People
- 5 Districts
- Ideal is just the population divided by the number of districts.
- $1000 \div 5 = 200$
- Ideally you want 200 people per district.
- If we had 100,000, it would be 20,000



# STEP 1) BENCHMARK PLAN

- BENCHMARK PLAN IS THE NEWEST CENSUS DATA (2020) AND CURRENT LEGAL DISTRICT LINES. WE WILL FIND OUT THE NEW POPULATION PER CURRENT DISTRICT LINES.
- THIS WILL TELL YOU IF YOU HAVE TO REDISTRICT OR NOT, IF YOU ARE IN VIOLATION OF FEDERAL LAW.

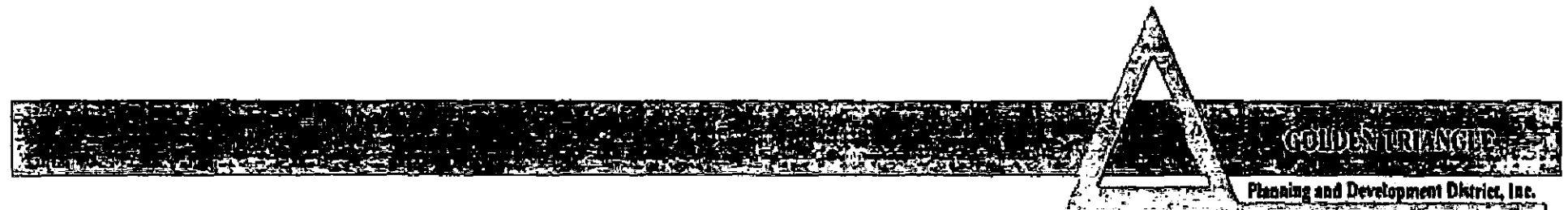




# STEP 1) BENCHMARK PLAN

- **MAX VARIANCE**

In probability theory and statistics, the variance is a measure of how far a set of numbers is spread out. It is one of several descriptors of a probability Distribution, describing how far the numbers lie from the mean (expected value – IDEAL POPULATION).



• **DEVIATION**

**BENCHMARK PLAN**

DIST	TOTAL	IDEAL	DEV
1	275	200	75
2	200	200	0
3	200	200	0
4	75	200	-125
5	250	200	50
Total	1,000		

**TOTAL REAL  
POPULATION  
MINUS THE IDEAL  
= DEVIATION**

**THIS TELLS YOU  
HOW FAR THE  
DISTRICT IS  
FROM IDEAL,  
TOO MANY OR  
TOO FEW, OR  
JUST RIGHT**

722



• VARIANCE

BENCHMARK PLAN

DIST	TOTAL	IDEAL	DEV	%	$\frac{\text{DEV} \times 100\%}{\text{IDEAL}}$
					IDEAL
1	275	200	75	37.50	<b>DEVIATION TIMES 100 % DIVIDED BY IDEAL = VARIANCE</b>
2	200	200	0	0.00	
3	200	200	0	0.00	
4	75	200	-125	-62.50	
5	250	200	50	25.00	
Total	1,000		Max Var	100.00	

723



• MAX VARIANCE

BENCHMARK PLAN

LOWEST VARIANCE  
PERCENT  
-62.50 %

DIST	TOTAL	IDEAL	DEV	%
1	275	200	75	37.50
2	200	200	0	0.00
3	200	200	0	0.00
4	75	200	-125	-62.50
5	250	200	50	25.00
Total	1,000		Max Var	100.00

HIGHEST VARIANCE  
PERCENT  
+37.50 %

ADD THEM  
TOGETHER  
FORGETTING ABOUT  
THE NEGATIVE

724



• **MAX VARIANCE**

BENCHMARK PLAN

$$37.50 + |-62.50|$$

$$= 100.00\%$$

DIST	TOTAL	IDEAL	DEV	%
1	275	200	75	37.50
2	200	200	0	0.00
3	200	200	0	0.00
4	75	200	-125	-62.50
5	250	200	50	25.00
Total	1,000		Max Var	100.00

**ANYTHING  
ABOVE 10 % AND  
YOU MUST  
REDISTRIBUTE**

725

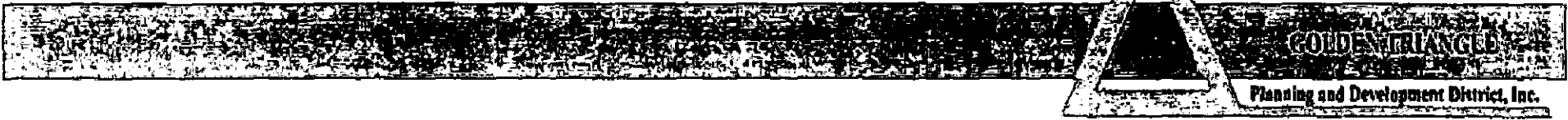
• MAX VARIANCE

NEW (Proposed) PLAN

DIST	TOTAL	IDEAL	DEV	%
1	206	200	6	3.00
2	200	200	0	0.00
3	190	200	-10	-5.00
4	200	200	0	0.00
5	204	200	4	2.00
Total	1,000		Max Var	8.00

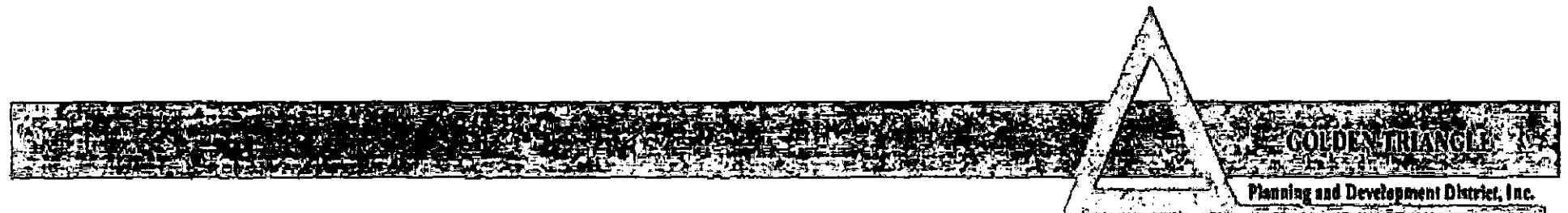
MOVING PEOPLE  
AROUND  
(MOVING  
DISTRICT LINES)  
WE CAN GET THE  
MAX VARIANCE  
BELOW THE 10%  
 $3.00 + |-5.00| =$   
8.00 %  
8.00 % DOES NOT  
BREAK FEDERAL  
LAW

726  
1.6



# STEP 1) BENCHMARK PLAN

- IF THE BENCHMARK PLAN IS BELOW THE 10 % YOU DO NOT HAVE TO REDISTRIBUTE, IF YOU DON'T WANT TO.
- THIS PART OF THE JOB IS FREE!!



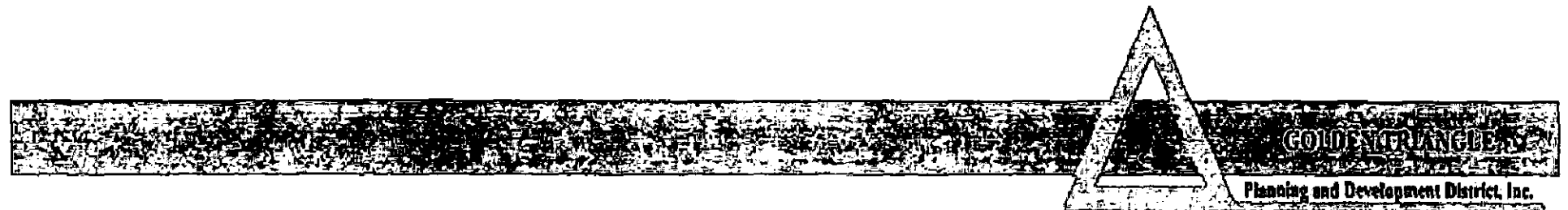
# FAQ

## • WHEN WILL OUR NUMBERS BE RELEASED?

WE DO NOT KNOW.  
NOT UNTIL AFTER REAPPORTIONMENT.

IN 2011 WE GOT THEM END OF APRIL.  
2021 I DON'T EXPECT THEM UNTIL AFTER JUNE.

WE WILL NOT KNOW UNTIL THE NUMBERS ARE  
RELEASED IF THE *COUNTY* OR *CITY* HAS TO REDISTRICT.



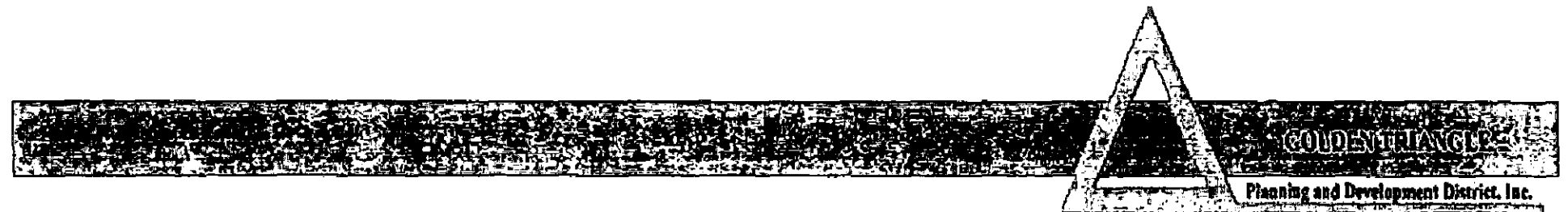


- **WE ARE CURRENTLY NOT UNDER SECTION 5 OF THE VOTING RIGHTS ACT.**

**THIS MEANS WE DO NOT NEED DEPARTMENT OF JUSTICE PRECLEARANCE FOR ANY REDISTRICTING PLAN AT THIS TIME.**

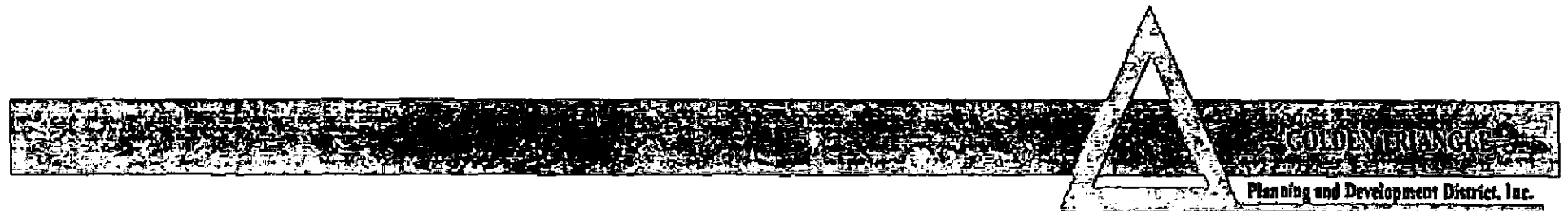
**\*LEGISLATION FROM THE HOUSE HAS BEEN SENT TO THE SENATE TO PUT US BACK UNDER SECTION 5. IF THIS PASSES WE WILL HAVE TO HAVE DOJ PRECLEARANCE FOR ANY PLAN.**

729



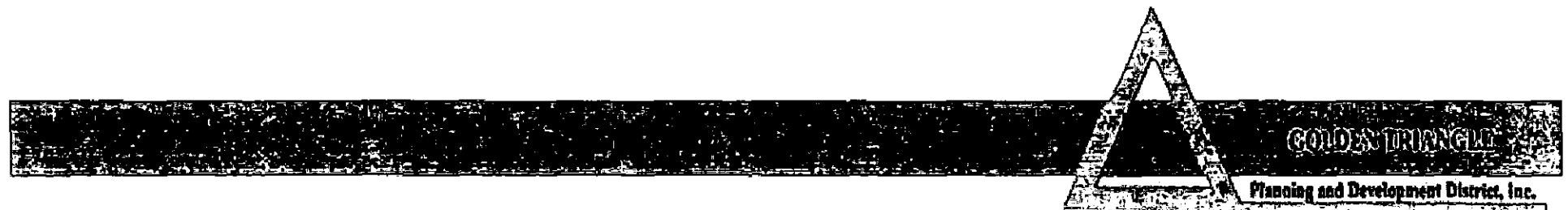
# ★ STEPS NEEDED IF NO PRECLEARANCE

1. CREATE A NEW PLAN THAT PUTS THE MAX VARIANCE UNDER 10%.
2. HAVE A PUBLIC HEARING. (RECOMMENDED, NOT REQUIRED)
3. ADOPT THE NEW DISTRICT LINES.
4. CREATE THE WRITTEN DESCRIPTION OF THE DISTRICTS.
5. PUBLISH THE MAPS AND DESCRIPTION IN THE PAPER.
6. PROVIDED THE DATA TO CIRCUIT CLERK TO UPDATE THE VOTER ROLL AND PRECINCT BOUNDARIES TO REFLECT THE NEW DISTRICTS.



# STEPS NEEDED IF PRECLEARANCE

1. CREATE A NEW PLAN THAT PUTS THE MAX VARIANCE UNDER 10%.
2. HAVE 2 PUBLIC HEARINGS.
3. ADOPT THE NEW DISTRICT LINES.
4. CREATE THE WRITTEN DESCRIPTION OF THE DISTRICTS.
5. CREATE THE 28 CFR SECTION 5 DOCUMENT TO SEND TO DOJ AND WAIT ON PRECLEARANCE.
6. PUBLISH THE MAPS AND DESCRIPTION IN THE PAPER ONCE WE HAVE PRECLEARANCE.
7. PROVIDED THE DATA TO CIRCUIT CLERK TO UPDATE THE VOTER ROLL AND PRECINCT BOUNDARIES TO REFLECT THE NEW DISTRICTS.



# WHAT NEEDS REDISTRICTING EVALUATION AT THE COUNTY/CITY LEVEL AND WHO HAS THE AUTHORITY TO CHANGE IT.

732

- SUPERVISOR DISTRICTS – COUNTY SUPERVISORS  
PRECINCTS GO WITH SUPERVISOR DISTRICTS
- JUSTICE COURT DISTRICTS – COUNTY SUPERVISORS
- SCHOOL BOARD DISTRICTS – SCHOOL BOARD
- CITY WARDS – CITY ALDERMAN



RESOLUTION STATING  
THE GUIDELINES AND CRITERIA  
GOVERNING THE PROPOSED BOUNDARY CHANGES  
FOR SUPERVISORY DISTRICTS IN CLAY COUNTY

WHEREAS, Clay County, Mississippi intends to adopt a plan to assure that its election boundaries are in compliance with the U.S. Department of Justice regulations, and

WHEREAS, Clay County, Mississippi intends to assure that there is not a dilution of the minority voting strength in the county, and

Whereas, Clay County, Mississippi intends to assure one-man, one vote in future elections,

NOW, THEREFORE, BE IT RESOLVED, that the President and the Clay County Board of Supervisors adopt the following guidelines and criteria in the redistricting of its election boundaries:

1. The difference in the population between the least populous and the most populous districts shall not exceed ten *percent* (10%) of the ideal population for all districts (one man one vote).
2. The proposed plan shall be established in a manner that insures fair and effective representation of all minority groups residing in the county.
3. District lines shall keep intact communities with established ties of common interest and association, whether historical, racial, economic, ethnic, religious or other.
4. Each district shall be contiguous.
5. Each district shall be as compact as possible.
6. Incumbents shall be separated into individual districts to the extent practicable, but only if such action does not affect adherence to the primary criteria stated herein.
7. Public input will be considered by the Board in development of the final plan.

Dated this the 24 day of January 2021.

Clay County, Mississippi

By: 

President, Clay County Board of Supervisors

ATTEST:

BY 

Chancery Clerk, Clay County

GTPDD CONTRACT  
NO.  
CLAY COUNTY  
REDISTRICTING

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into as of the 28<sup>th</sup> day of January 2021, by and between the CLAY COUNTY, MISSISSIPPI, (herein called the "Local Government") and the GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT (herein called the "GTPDD").

WITNESSETH THAT:

WHEREAS, the Local Government desires to engage the GTPDD to render certain technical or professional services, hereafter described:

NOW, WHEREFORE, the parties hereto do mutually agree as follows:

1. Employment of GTPDD

The Local Government hereby agrees to engage the GTPDD and the GTPDD hereby agrees to provide the services hereinafter described.

2. Scope of Services

The GTPDD will furnish all personnel to perform the services described in the "Scope of Services," which is attached hereto and made a part hereof by reference.

3. Period of Performance

The GTPDD will undertake performance of the services referred to in "Scope of Services," with the period beginning upon approval by the Local Government and will continue such services until the plan has received final approval by the Department of Justice or until such time that all legal action has been exhausted.

4. Termination for Convenience of the GTPDD

The GTPDD may terminate this Contract at any time by giving written notice to the Local Government of such termination. If this Contract is terminated by the GTPDD as provided herein, the Local Government will be reimbursed equal to its contribution, less any costs actually incurred by the GTPDD which are directly attributable to the services covered by this Contract.

5. Termination for Convenience of the Local Government

The Local Government may terminate this Contract at any time by giving written notice to the GTPDD of such termination. If this Contract is terminated by the Local Government as provided herein, the GTPDD will be reimbursed equal to work performed by the GTPDD which is directly attributable to the services covered by this Contract.

6. Changes

This contract may be altered from time to time with the approval of both the parties. Such changes, including any increase or decrease in the amount of the Local Government's contribution, shall be incorporated in written amendments to this Contract.

7. Interest of Members of Local Government

No officer, member, or employee of the Local Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested.

8. Compensation

The work compensation covers up to three alternate plans for a fixed price of \$10,000. Each additional plan, beyond the original three plans, will cost \$2,500. If Preclearance is required by DOJ an additional \$2,500 will be added.

Clerical	No Charge
Copying	No Charge
In State Travel	No Additional Charge

9. Local Government Cooperation

The Local Government hereby agrees that its officials and employees will cooperate with the GTPDD in the discharge of its responsibility under this Contract and will be available for consultation at such times as may be mutually agreeable to both parties. The Local Government shall make available to the GTPDD or its designated agents, all data, records, reports, maps, or other information as are existing, available, and necessary for carrying out this Contract.

10. Products of this Contract

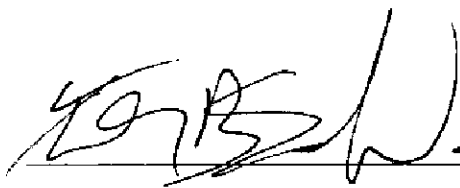
It is understood and acknowledged by the Local Government that the GTPDD shall retain ownership of all work products it develops as necessary to produce the items which the GTPDD is required to produce for the Local Government under this Agreement. Such work products shall include, but shall not necessarily be limited to, computer disks, research materials, working papers and other internal documents. The Local Government shall have full right and title to all products delivered to the Local Government by the Planning District under this Agreement.





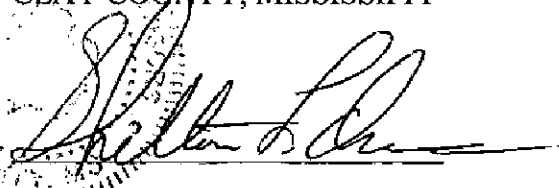
IN WITNESS WHEREOF, the GTPDD and the Local Government have executed this Agreement as of this date first above written.

ATTEST:

GOLDEN TRIANGLE PLANNING  
AND DEVELOPMENT DISTRICT

  
\_\_\_\_\_  
RUPERT L. "Rudy" JOHNSON  
EXECUTIVE DIRECTOR

ATTEST:

  
\_\_\_\_\_  
 LOCAL GOVERNMENT  
CLAY COUNTY, MISSISSIPPI  


74

GTPDD CONTRACT  
NO.

EXHIBIT A  
SCOPE OF SERVICES

Golden Triangle Planning and Development District (hereinafter called GTPDD) shall prepare a districting plan for Clay County.

The proposed plan shall meet the requirements of Section 5 of the Voting Rights Act of 1965 and the State of Mississippi. The GTPDD shall perform all tasks necessary for the development of a districting plan working closely with the Board of Supervisors and the County Attorney. Upon redefining the new district boundaries, the GTPDD will deliver the map to the County for developing legal description of those boundaries by its County Engineer. GTPDD shall present the proposed districting plan(s) at all necessary public hearings.

Upon completion of the plan it will be turned over to the County Attorney for submission to the Justice Department. The GTPDD shall work with the Justice Department to answer any questions and shall serve as a liaison between the County and the Justice Department. A detailed breakdown of proposed services are as follows:

**PHASE I**

**Determine if Redistricting is Needed**

- Obtain existing district lines from the county
- Place county district lines on GTPDD's Geographic Information System (Computerized Mapping System)
- GTPDD reviews district boundaries and demographics to determine population variance by district
- If the variance is higher than that allowed by Department of Justice (no more than 10% variance top to bottom) then redistricting is needed

Cost Phase I:           No Charge for this Service

## **PHASE II**

### **Initiate Redistricting Effort**

#### **Begin the Project**

- GTPDD will meet with Board and explain redistricting procedure
- Develop criteria (acceptable of Board and Department of Justice) to guide redistricting process
- Develop resolution establishing redistricting guidelines
- Determine which districts are most in need of changing

#### **Citizen Participation**

- GTPDD will explain Department of Justice requirements
- Provide public hearing notices
- GTPDD will assist in holding public hearings
- Record and document citizen participation to comply with Department of Justice (DOJ) regulations if needed

#### **Re-Draw District Boundaries**

- Discuss possibilities of potential change with the Board
- Based on the county's needs, begin changing district lines on GTPDD's GIS computerized mapping system
- Develop a proposed plan to comply with one-person, one-vote principle, Department of Justice and State regulations
- Present proposal to Board
- Hold public hearing
- Assist the county with adoption of the plan in accordance with all applicable regulations

#### **Submission of Proposal to Department of Justice if preclearance is needed**

- Develop checklist for county attorney
- Meet with County Attorney to familiarize him with submittal procedure
- Provide required attachments
- Review submittal document for adequacy
- Assist attorney in submitting proposed plan to Department of Justice for review
- Answer questions and provide additional information to DOJ regarding submittal

Preclearance of Plan (Approval) from Department of Justice if preclearance is needed

- DOJ has 60 days to review submittal document
- Approval is automatic if not acted on by DOJ within 60 days
- If substantial questions are asked by DOJ, the "Clock" is extended 60 additional days
- Maximum time for review by DOJ is 120 days

### **PHASE III**

#### **Court Action (If Necessary)**

- Defend Redistricting Plan
- Provide information requested by Court
- Testify as expert witness for the county
- Work with county attorney to assist in litigation

# EXHIBIT E

January 8, 2021

Board of Supervisors  
Clay County, Mississippi  
P.O. Box 815  
West Point, MS 39773

Re: *Abandonment of John Thomas Road*

Honorable Luke Lucas, President:

We, the undersigned owners of property that adjoins John Thomas Road that runs in an East/West direction through property owned by the Marshall and Jonelle Litwiller Living Trust, Marshall S. Litwiller and Jonelle Litwiller, Co-Trustees, 12030 Highway 45 Alt. North, West Point, Mississippi, of record in Deed Book, 300 at page 910 of the record in the office of the Chancery Clerk of Clay County, and Gregory Enszt and Elizabeth Enszt, 1225 Payne Field Road, West Point, Mississippi, of record in Deed Book 295 at page 632, hereby petition the Honorable Board of Supervisors to declare John Thomas Road abandoned.

The Petitioners herein, are the only owners of property that adjoins John Thomas Road. This county road does not provide primary access to any occupied properties and traffic on this road has been of such low volume for a period of at least ten (10) years that no substantial public purpose is being served by John Thomas Road.

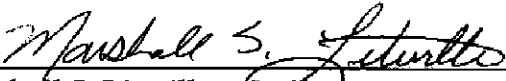
Petitioners would further show that the Clay County has not maintained said road for at least five (5) consecutive years.

John Thomas Road is a gravel road, and there would be a substantial savings to the County in maintenance costs.


The Petitioners request that the Board proceed with its request as directed by Mississippi statutes.


Respectfully submitted,

The Marshall S. Litwiller and Jonelle Litwiller, Co-Trustees,  
12030 Highway 45 Alt. North, West Point, Mississippi 39773 and  
Gregory Ensiz and Elizabeth Ensiz

BY:   
Marshall S. Litwiller, Co-Trustee

BY:   
Jonelle Litwiller, Co-Trustee

BY:   
Gregory Ensiz

BY:   
Elizabeth Ensiz

# EXHIBIT F



Monthly BCAP Report

Dec-20

Direct Control

Project	Hours	Beavers	Dams
Hwy 47 Barr	5	4	0
Baker rd Turner	2	0	0
Una/Brand rd	5	6	3
Lake Grove rd Shaffer	3.5	5	0
Moon Heard rd	1.5	0	6
R B rd Smith	1.5	3	0

T A Survey

Hours	Location
2.5	Tibbee Lake rd, Beacon rd S Bennett rd., Wicks rd., Blair Circle

Report submitted by: Johnny Carter 662-803-6929

5

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# EXHIBIT G

ATTN: Board of Supervisors

Please Accept This Letter As My Resignation  
From The EOD Board. Due To Health Issues  
I do not feel I can give it the Attention it  
deserves. This Letter is Effective Immediately  
I would like to Thank The Board for putting  
your Trust in me to have been a part of  
The original Board.

Wm C. Burt



3151 Executive Way  
Miramar, FL 33025  
Tel: 954.458.6618 | Fax: 954.241.5577

## QUOTE / ProForma Invoice




DATE: January 7, 2021

### PREPARED BY

Aaron Avery - Account Representative  
Direct line: 954-869-1004  
aaron@americanaed.com

### CUSTOMER

Caitlyn Wilson  
cwilson@claysheriffms.org | 662-494-2896  
348 West Broad Street P.O. Box 142  
West Point, MS 39773

SKU / PART #	ITEM / DESCRIPTION	QTY	PRICE EACH	EXTENDED PRICE
99512-001435	LIST PRICE: \$2,450.00 <b>PHYSIO CONTROL LIFEPAK CR 2 RESCUE READY</b> Includes: <ul style="list-style-type: none"><li>• 1 Brand New LIFEPAK CR 2 Defibrillator</li><li>• 8 Year Warranty</li><li>• 1 Adult/Child Electrode Pads</li><li>• 1 Long Life Lithium Battery</li><li>• 1 Quick Setup Card</li><li>• 1 User Manual</li><li>• 1 USB Cable</li><li>• 1 Carry Handle or Semi-Rigid Carry Case</li><li>• 1 FRE</li><li>• 1 FRE</li><li>• 1 FRE</li><li>• 2 FRE</li><li>• Lifetir</li><li>• FREE</li></ul>	14	\$1,795.00	\$25,130.00
				
<b>Quote is good for 30 days. FREI</b> and normally ships same day or w				
				
- All major credit cards are accept				
				
- To order with a check or money				
33025				

*Approval by Board  
Of Supervisors for  
Firehose Sub. Grant*

*-W*

k	Subtotal	\$25,130.00
	Shipping	Free - \$0.00
	Sales Tax	Not Applicable
	<b>Grand Total</b>	<b>\$25,130.00</b>

American AED, LLC is a corporation. | W-9 form available upon request. | Federal Tax EIN # 20-3440095  
Providing Life-Saving AED, Automated External Defibrillators To The Public Since 2002  
Visit our website at: <https://AmericanAED.com> | Thank you for your business!



**GRANT  
APPLICATION  
FAQS**

**START AN  
APPLICATION**

**SIGN IN**

## Frequently Asked Questions & Tips

***STOP HERE & PRINT THIS PAGE. You will not be able to return to this page.***

**Please Apply Early.** Please do not contact area restaurants or Firehouse Subs Care Center with grant-related questions.

### **What does the Firehouse Subs Public Safety Foundation support?**

Our Mission is to impact the lifesaving capabilities, and the lives of local heroes and their communities. This is accomplished by providing lifesaving equipment and prevention education tools to first responders and public safety organizations. All requests must fall within our Foundation's funding guidelines which can be found on our website via [firehousesubsfoundation.org/about-us/funding-areas](https://firehousesubsfoundation.org/about-us/funding-areas). See below for information regarding items that are not supported by our grants program.

### **Are there items that your Foundation does not support?**

All requests must fall within our Foundation's funding guidelines which can be found on our website via [firehousesubsfoundation.org/about-us/funding-areas](https://firehousesubsfoundation.org/about-us/funding-areas). Examples of items that are not supported by our board of directors at this time include body cameras, building exhaust removal systems, crash data boxes, dash cams, drones and drone accessories, exercise equipment, goodie bags, guns/firearms/use of force equipment, riot gear, laser pointers (designators), inflatable bounce houses, license plate readers, Narcan, portable message signs, Pluggie the fire plug robot, Polar Breeze thermal rehabilitation systems, power load stretchers, radar detectors, recording devices, refurbished equipment, security systems, surveillance equipment, Sparky the Fire Dog robots and costumes, stop sticks, tasers, throw bots, traffic road barriers, TruNar analyzers, t-shirts & polos, etc. Note: Our organization is unable to accept requests for Scott SCBA Model AP50 at this time. All other Scott product requests are acceptable.

### **Is this grant only available for Fire Departments?**

No. Law enforcement, EMS, public safety organizations, non-profits and schools are encouraged to apply for life saving equipment.

### **If my organization has received a grant award from Firehouse Subs Public Safety Foundation in the past, when can we reapply?**

We ask that grant recipients wait a minimum of two years from the date of approval before reapplying.

### **Does the Foundation provide reimbursements for purchased equipment?**

Our program DOES NOT provide reimbursements for purchased equipment. If your organization has already purchased the equipment and is requesting reimbursement, please DO NOT apply.

### **What are the most common reasons a grant application is marked incomplete?**

- The requested equipment does not fall within the Foundation's funding guidelines
- Quote is missing vendor sales representative first and last name & vendor email address
- Quote is missing name & physical address of the applying organization, and a contact person from the organization
- Online quotes are not permissible
- Quote does not match the dollar amount or quantity requested in the grant application
- Quote includes item(s) that are not being requested in the grant
- Attachments that are not saved as .doc, .pdf, .jpeg or .xlsx
- Financials are outdated and/or do not include both revenues and expenses
- Alternate contact information is the same contact information as the main contact information

### **Can my organization submit multiple grant applications?**

No, the Foundation does not accept more than one grant request per organization. The Foundation is unable to make exceptions to this rule.

### **Is the Firehouse Subs Public Safety Foundation grant a matching grant?**

There are no matching funds involved in our organization's grants program.

### **If my request is more or less than \$20,000 will it be denied?**

\$15,000-\$25,000 is a guideline. Requests exceeding \$50,000 will not be accepted.

### **What financial information should we provide?**

Financials must show revenue and expenses and must include the name of your organization, city or county. One of the following options must be submitted:

- A recent - within one month - Balance Sheet which consists of Assets and Liabilities
- A recent - within one month - Profit & Loss Statement also called an Income Statement
- A current year annual budget showing projected income and expenses
- A previous year audit or 990

### **What is needed for the required vendor quote/bid attachment?**

You must provide an official vendor quote with the following information for your grant request to be considered: Submitted quotes MUST meet the requirements below, please read carefully:

- Vendor sales representative first and last name must be included on quote
- Vendor email address must be included on quote

- The name & **physical** address of your organization must be included
- The first and last name of a contact person from your organization must be included
- Only one vendor quote can be submitted. Your application will be marked incomplete if more than one quote is submitted.
- Online quotes will not be accepted
- Must be dated within six months of the application deadline
- Must contain only the item(s) pertaining to your grant request
- The total dollar amount and equipment quantities in the vendor quote **MUST MATCH** the total that your department is requesting
- Sales tax and freight charges are included, if applicable
- The cost of maintenance plans and extended warranties are not permissible
- Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within the submitted quote
- Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or tax not included in the submitted quote

**Note:** When requesting a quote/bid from a vendor, we highly recommend sharing our quote requirements with the sales representative and making them aware the quote is for a Firehouse Subs Public Safety Foundation grant application.

#### **What inventory information should I provide?**

Please include a list of apparatus, vehicles and other specialized equipment. Submitted equipment inventory documentation must include the name of your organization. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE)

#### **If my department is located more than 60 miles from a Firehouse Subs restaurant, should I still apply?**

Our Foundation mainly focuses its resources in areas served by Firehouse Subs restaurants. We recognize the need of rural and volunteer departments throughout the country, and will consider applications outside of the 60 mile guideline.

#### **When can we expect to find out if our grant has been approved or denied?**

ALL applicants will be notified of a decision regarding their application within two months of the close of the grant deadline. Please do not contact restaurants or the Firehouse Subs Care Center with questions regarding your grant.

#### **Does Firehouse Subs Public Safety Foundation fund requests for "use of force"?**

As per our guidelines, Firehouse Subs Public Safety Foundation does not accept grant requests for "use of force" items such as guns, tasers, riot gear, firearm simulators, or other use of force items.

#### **Does the Foundation only work with specific equipment vendors?**

No, the Firehouse Subs Public Safety Foundation does not endorse any specific equipment vendor or brand. It is up to the grant applicant to submit a quote/bid for the requested equipment which will include the brand and manufacturer. As needed, the Foundation's procurement team will evaluate pricing and reach out to other distributors of the same manufacturer and brand.

#### **Does the Foundation fund requests for refurbished equipment?**

No, our organization does not accept grant requests for refurbished or pre-owned equipment.

#### **Does the Foundation fund requests for patent-pending equipment?**

No, our organization does not accept grant requests for patent-pending products.

#### **Does the Foundation accept requests for partial funding?**

The Foundation does consider request for partial funding, however, the balance of funds must already be secured and outlined within your grant request. We ask that you include a note about the project and the secured funding as part of your organization's background/history attachment if submitting a request for partial funding.

#### **If approved, what is required by the recipient?**

Documentation must be submitted to verify that the grant award was received. More details will be provided if approved.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email [Foundation@FirehouseSubs.com](mailto:Foundation@FirehouseSubs.com).

## **Firehouse Subs Public Safety Foundation Scholarships Program FAQs**

#### **How can an individual apply for a Firehouse Subs Public Safety Foundation scholarship?**

The scholarship program is open to community members as well as Firehouse Subs employees planning to enroll in a part-time or full-time firefighter, law enforcement or emergency medical (paramedic or EMT) program at an accredited two- or four-year college, university or vocational-technical school for the upcoming academic year. Click [here](#) to learn more.

#### **How can accredited schools apply for scholarship funding?**

Accredited schools can apply for scholarship funding in support of firefighter, law enforcement or emergency medical (paramedic or EMT) programs by completing the online grant applications via [grants.firehousesubs.com](https://grants.firehousesubs.com).

**We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email [Foundation@FirehouseSubs.com](mailto:Foundation@FirehouseSubs.com).**

# EXHIBIT I

IN THE CIRCUIT COURT OF CLAY COUNTY, MISSISSIPPI  
JANUARY TERM, 2021

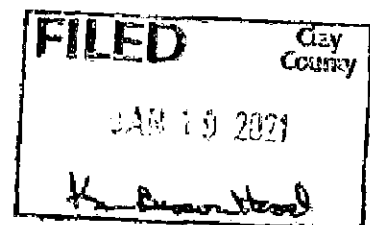
**ORDER ALLOWING MORE SECURITY**

It appearing to the Court that due to the Covid-19 pandemic more security is needed in Court Terms to check temperatures, question as to symptoms and social distance jurors in multiple Courtrooms.

IT IS THEREFORE ORDERD that the Sheriff of Clay County shall be allowed more security personnel for Circuit Court as he deems necessary until further order of this Court.

SO ORDERED, this the 19<sup>th</sup> day of January, 2021.

  
CIRCUIT COURT JUDGE



170/109



**IN THE CIRCUIT COURT OF CLAY COUNTY, MISSISSIPPI**

**16<sup>TH</sup> CIRCUIT COURT DISTRICT**

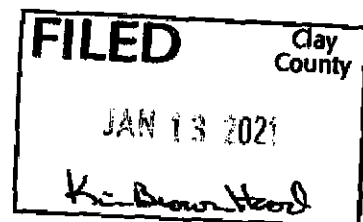
**JANUARY TERM, 2021**

As provided by Section 25-7-13 of Mississippi Code of 1972 as amended and the official opinion of the Attorney General of the State of Mississippi dated February 26, 1999 in reference to same, the Circuit Clerk of Clay County, Mississippi is hereby allowed one half (1/2) of one percent (1%) as commission on all fines that are paid through the Circuit Clerk's Office.

SO ORDERED this the 13<sup>th</sup> day of January, 2021.

  
CIRCUIT COURT JUDGE

170/025



**IN THE CIRCUIT COURT OF CLAY COUNTY, MISSISSIPPI**

**16<sup>TH</sup> CIRCUIT COURT DISTRICT**

**JANUARY TERM, 2021**

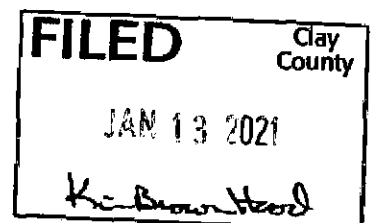
As provided by §25-7-13 Mississippi Code Annotated of 1972 as amended, and approved effective July 1, 1993, Kim Brown Hood, Circuit Clerk of Clay County, Mississippi, is hereby allowed \$5,000.00 annually for public services not particularly provided for, and \$400.00 for cases where the State aids in the prosecution.

The said sums are hereby ordered paid by Clay County, Mississippi, monthly, quarterly, semi-annually or annually as billed by the Clerk.

SO ORDERED this the 13<sup>TH</sup> day of January, 2021.

  
\_\_\_\_\_  
CIRCUIT COURT JUDGE

170/026



IN THE CIRCUIT COURT OF CLAY COUNTY, MISSISSIPPI

16<sup>TH</sup> CIRCUIT COURT DISTRICT

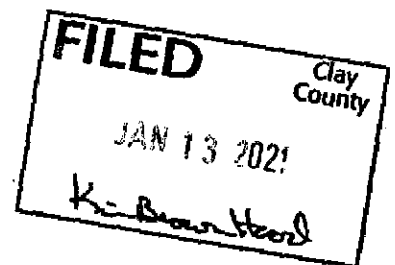
JANUARY TERM, 2021

As provided by §25-7-13 of Mississippi Code Annotated, 1972 as amended, the Circuit Clerk of Clay County, Mississippi is hereby allowed one half (1/2) of one percent (1%) as commission on all money coming into her hands by law or order of the Court.

SO ORDERED this the 13<sup>r</sup> day of January, 2021.

  
CIRCUIT COURT JUDGE

170 / 027



# EXHIBIT J

# BUTLER | SNOW

January 5, 2021

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

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

Re: Clay County, Mississippi Fiscal Year 2020 Continuing Disclosure Submission  
(the "Disclosure Submission")

Dear Amy:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to Clay County, Mississippi (the "County") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing for fiscal year ended September 30, 2020.

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

We also understand that pursuant to the County's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the County is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the County is hereby appointing us to serve as Dissemination Agent in connection with the Annual Filing for fiscal year 2020 to be filed on or before March 31, 2021.

## SCOPE OF ENGAGEMENT

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

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

## **ATTORNEY-CLIENT RELATIONSHIP**

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

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

## **PROSPECTIVE CONSENT**

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

## **FEE STRUCTURE**

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

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

## **PUBLICITY CONCERNING THIS MATTER**

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

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

## RECORDS

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

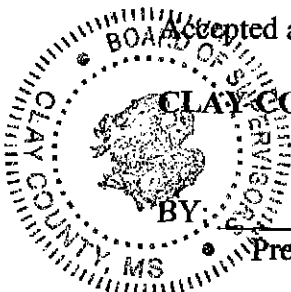
If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as **Exhibit A**.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

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

**BUTLER SNOW LLP**

*Elizabeth Lambert Clark*

By: \_\_\_\_\_  
Elizabeth Lambert Clark

Accepted and Approved:  
 **CLAY COUNTY, MISSISSIPPI**  
BY: *Mark L. Deane* \_\_\_\_\_  
President, Board of Supervisors  
Dated: 1/28/2021

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

EXHIBIT A

Event Notice

The County certifies that none of the events have occurred with respect to the Bonds during fiscal year 2019:

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

CLAY COUNTY, MISSISSIPPI

BY: \_\_\_\_\_  
President, Board of Supervisors

Dated: \_\_\_\_\_

50756965.v1

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

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



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

Clay County – Information Checklist for Continuing Disclosure (FY 2020)

TAX INFORMATION

Assessed Valuation

Assessment Year	Real Property	Personal Property*	Public Utility Property	Total
2020-21				

\*Please show the total for mobile homes, automobile tags & personal property

Ad Valorem Tax Collections

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)
2020			

Ten Largest Taxpayers – Please update for FY ending 9/30/2020.

Taxpayer	Assessed Valuation	Taxes Collected

# Clay County – Information Checklist for Continuing Disclosure (FY 2020)

## Tax Levy per \$1,000 Valuation<sup>1</sup>

	2020-21
GENERAL COUNTY	
Countywide – General Fund	
Bridges & Culverts	
Clay County School District	
Tombigbee River Valley Water Management District	
County Utilization Fund	
Tombigbee River Watershed Area	
East MS Community College Maintenance	
Vocational Training School Maintenance	
Vocational Training School Capital Outlay	
East MS Community College Capital Outlay	
Tombigbee Regional Library System	
East MS Community College Debt Service	
DHS Building Bonds 1999	
Daily Times Leader Building Renovation Notes 2011	
UNA Community Center GO Note 2017	
Daily Times Leader Building Renovation Notes 2012	
GO Acquisition & Construction Notes 2014	
Fire Protection	
Supervisor District One Road Bonds 2013	
Supervisor District Two Road Bonds 2001	
Supervisor District Three Road Bonds 2000	
Supervisor District Four Road Bonds 2008	
Supervisor District Four Road Bonds UNA	
Supervisor District Five Road Bonds 2000	
Supervisor District Five Road Bonds 2013	
TOTAL	

<sup>1</sup> Tax levy figures are given in mills. There is a 9 cents per acre of all uncultivated lands for the prevention of forest fires.

## Clay County – Information Checklist for Continuing Disclosure (FY 2020)

**PLEASE UPDATE/VERIFY BALANCES AS OF March 1, 2021:**

### **Outstanding General Obligation Bonded Debt**

Issue	Date of Issue	Outstanding Principal
Taxable General Obligation Industrial Development Refunding Bond <sup>2</sup>	5/13/19	\$6,885,000

### **Outstanding General Obligation Bonded Debt of Supervisor Districts**

Issue	Date of Issue	Outstanding Principal
General Obligation Road & Bridge Bonds, District 3	08/01/00	\$0.00
General Obligation Road & Bridge Bonds, District 2	02/22/01	0.00
General Obligation Road & Bridge Bonds, District 4	10/01/08	170,000
General Obligation Road & Bridge Bonds, District 5	05/01/13	269,000
General Obligation Road & Bridge Bonds, District 1	09/03/13	269,000
General Obligation Road & Bridge Bonds, District 3	09/28/20	500,000
<b>Total</b>		

<sup>2</sup> This bond, secured by the pledge of the County, was purchased by the Mississippi Development Bank from the proceeds of its \$7,070,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2020(Clays County, Mississippi Taxable General Obligation Industrial Development Refunding Bond Project), dated May 30, 2020. This obligation is not subject to the County's statutory debt limitations.

# Clay County – Information Checklist for Continuing Disclosure (FY 2020)

## Other Debt

(As of March 1, 2021)

Issue	Date of Issue	Outstanding Principal
CAP Loan	6/01/2007	\$ 437,600.80
CAP Loan	9/01/2011	394,151.04
Capital Leases	Various	1,526,990.75
MDA Loan (EMCC)	5/16/2017	900,000.00
BankFirst - Community Center Bank Note	6/30/2017	36,000.00
Certificates of Participation (Lease Purchase), Series 2018	5/01/2018	4,015,000.00
<b>Total</b>		

## Other Debt

(Balances shown as of September 30, 2018)

Issue	Date of Issue	Outstanding Principal
CAP Loan	6/01/2007	\$ 485,845.87
CAP Loan	9/01/2011	416,991.33
Capital Leases	Various	929,866.39
Cadence Bank - Land Acquisition Bank Note	3/15/2016	18,000.00
MDA Loan (EMCC)	5/16/2017	950,000.00
BankFirst - Community Center Bank Note	6/30/2017	48,000.00
Certificates of Participation (Lease Purchase), Series 2018	5/01/2018	4,015,000.00

**Please show assessed value for 2020-21**

## Overlapping/Underlying General Obligation Indebtedness

Municipality	Current Assessed Valuation
West Point	\$

School District	Current Assessed Valuation
-----------------	----------------------------

Clay County – Information Checklist for Continuing Disclosure (FY 2020)

56904656.v1

Clay County School District	\$
-----------------------------	----

# EXHIBIT K

EXR-5R

Mississippi Department of Employment Security | M | D | E | S |  
REIMBURSABLE BILLING STATEMENT

Date Mailed: 01/13/2021

## BANKRUPTCY DISCLOSURE

If you are in bankruptcy, the account status below is provided for information purposes only. MDES recognizes that payments, if any, will be made through the bankruptcy. This is not an attempt to collect a debt that is protected by bankruptcy. Please call 601-321-6507 for assistance.

## EMPLOYER INFORMATION

Employer Name: CLAY COUNTY OFFICE OF BOARD OF SUPERVISOR

MDES Employer Account Number: 92-00091-0-00

## BENEFIT CHARGES for fourth quarter of 2020

The following benefit payments are charged to you for the fourth quarter of 2020 under your election to reimburse the fund for benefits paid. This amount is to be paid by 03/01/2021. Interest on past due balances will accrue at the rate of one percent per month beginning forty-six (46) days after the date mailed.

Employer Name: CLAY COUNTY OFFICE OF BOARD OF SUPERVISOR		MDES Employer Account Number: 92-00091-0-00			
Name	SSN	Claim End Date	Amount Charged (\$)	Prior Quarter Adjustment (\$)	Program/Entitlement
PRESTON M MCKEE <i>Jail</i>	[REDACTED]	04/04/2021	61.04	0.00	REG
SHAKEENA S DOUGLAS <i>Chancery</i>	[REDACTED]	07/11/2021	255.96	0.00	REG
ROBERT GASTON <i>D5</i>	[REDACTED]	04/18/2021	510.00	0.00	REG
TOTAL			827.00	0.00	
First Week Waiting Period Charge Credit			\$0.00	\$0.00	
State Executive Order Credit			\$0.00	\$0.00	
Federal CARES Act Credit			-\$413.49	\$0.00	
NET CHARGES					\$413.51

To pay this debt online:

- Visit [WWW.MDES.MS.GOV](http://WWW.MDES.MS.GOV)
- Select Employers
- Select Online Services for Employers
- Select Unemployment Tax Services
- Login
- Select Online Payment

## Payment Voucher

RETURN VOUCHER WITH REMITTANCE

REMIT TO: MDES

P.O. Box 22781

Jackson, MS 39225-2781

TOTAL PAYMENT DUE FOR

QTR. ENDING 12/31/2020 AS OF  
01/13/2021:

\$413.51

FEIN #: 646000252

Employer  
Name:

CLAY COUNTY OFFICE OF BOARD OF SUPER

92 00091 0 00 000 420 7

MDES Employer Account Number | Tax Rate | QTR/YR | Check Digit |

I certify that no part of the tax was or is to be deducted from the worker's wages.

Telephone Number

Signature of individual making return or responsible thereof

Title

Date

www.mdes.ms.gov  
21013Mississippi Department of Employment Security is an equal opportunity employer.  
Auxiliary aids and services are available upon request to individuals with disabilities.

2 / 2

R-9/2012  
EXR-5R



# EXHIBIT L

## Amy G Berry

---

**From:** LaFrance Boyd <lboyd@claycounty.ms.gov>  
**Sent:** Friday, January 22, 2021 10:57 AM  
**To:** Amy Berry  
**Subject:** Cane Creek Project #ERBR-STP/BR-0013(53)B  
**Attachments:** Clay County - Cane Creek Project No. ERBR-STPBR-0013(53)B.pdf

Attached please find the 12/31/20 account reconciliation for the above account. Clay County needs to remit the remaining Funds of \$22,545.13 to State Aid per the County Engineer. Also, interest in the amount of \$28,878.76, along with any interest accrued for the month of January 2021, needs to be settled to the General County. Also, local funds of 1,560.00 need to be settled to District 4 Bridge Fund. After all monies are settled, the account balance will be zero. Thanks!

12/31/2020  
21:26:20

CLAY COUNTY BOARD OF SUPERVISORS  
GENERAL LEDGER FOR PERIOD ENDING DECEMBER 31, 2020  
087 CANE CREEK PROJ HERBR-STP/BR-0013(53)S

\*\* DETAIL LISTING \*\*

PAGE 115  
GLRUNPR

FUN-DPT-OBJ	ACCOUNT DESCRIPTION	DATE	JS	TRANSACTION REF #	DESCRIPTION	AMOUNT DEBIT	CREDIT	BEG/YTD BALANCE
087-000-002	CANE CREEK PROJ HERBRSTPO							111734.12
		12/07/2020	CD	0187198	TANNER CONSTRUCTION	76884.28-		
		12/07/2020	CD	0187199	CALVERT-SPRADLING EN	10744.71-		
						87628.99-		24105.13 ✓
	TOTALS FOR AS ACCOUNTS						87628.99-	24105.13
087-000-100	ACCOUNTS PAYABLE							.00 *
087-000-190	FUND BALANCE- UNRESERVED							215955.41- *
	TOTALS FOR LL ACCOUNTS							215955.41-
087-000-199	CURRENT SURPLUS/DEFICIT						87628.99-	104221.29 B
								191850.28 **
								24105.13-
	TOTALS FOR NI ACCOUNTS							.00
087-000-330	INTEREST EARNED							.00 *
087-000-340	REFUND							.00 *
087-000-347	CANE CREEK PROCEEDS							.00 *
087-000-387	TRANSFER FROM GOV'T FUNDS							.00 *
087-000-388	TRANSFER FROM PROP FUNDS							.00 *
	TOTALS FOR RV ACCOUNTS							.00
087-300-550	CONTRACTOR FEES							94904.41
		12/07/2020	CD	0187198	TANNER CONSTRUCTION	76884.28		
						76884.28		171788.69 *
087-300-555	ENGINEERING FEES							9316.88
		12/07/2020	CD	0187199	CALVERT-SPRADLING EN	10744.71		
						10744.71		20061.59 *
087-300-560	APPRAISAL FEES							.00 *
087-300-565	REPAIRS TO BRIDGE							.00 *
087-300-571	MAINTENANCE FEE							.00 *
087-300-585	ROW EASEMENTS							.00 *
087-300-593	ROW EASEMENTS							.00 *
087-300-951	TRANSFER OUT TO GOV'T FUN							.00 *
	TOTALS FOR EX ACCOUNTS					87628.99		191850.28
	CURRENT SURPLUS/DEFICIT							104221.29 B
						87628.99		191850.28 **
	END OF FUND							

772

Clay County, MS  
Cane Creek Project #ERBR-STP-0013(53)B  
As of 12/31/20

Bank	Balance Per Bank	Less O/S Checks	Add DIT	Balance Per Bank	Balance Per Books	Adjustment s	Balance Per Books
Bank First	\$52,983.89	\$0.00	\$0.00	\$52,983.89	\$24,105.13	\$28,878.76	\$52,983.89

Difference      \$0.00

4/30/2019	Interest	\$0.61
5/31/2019	Interest	\$120.10
6/30/2019	Interest	\$292.91
7/31/2019	Interest	\$304.49
8/31/2019	Interest	\$284.96
9/30/2019	Interest	\$210.16
10/31/2019	Interest	\$2,912.27
11/30/2019	Interest	\$3,333.36
12/31/2019	Interest	\$3,235.41
1/31/2020	Interest	\$3,043.89
2/29/2020	Interest	\$2,621.82
3/31/2020	Interest	\$2,303.59
4/30/2020	Interest	\$2,076.71
5/31/2020	Interest	\$2,117.03
6/30/2020	Interest	\$1,578.12
7/31/2020	Interest	\$1,334.56
8/31/2020	Interest	\$1,234.68
9/30/2020	Interest	\$944.83
10/31/2020	Interest	\$439.10
11/30/2020	Interest	\$323.63
12/31/2020	Interest	\$166.53

UTSgd 1/7/21

P.O. Box 31, Macon, MS 39341

18033548

12/31/2020

1 of 2

**Customer Service (877) 441-2784 or online at  
www.bankfirstfs.com**

**Thanks for choosing BankFirst!**



21164 0.6570 AV 0.389 53 1 100



CLAY COUNTY, MS

CANE CREEK PROJECT NO

ERBR-STP/BR-0013(53) B)

PO BOX 815

WEST POINT MS 39773-0815

CLAY COUNTY SUPV-WP

Enclosures:	1
Statement Dates 12/01/20 thru	12/31/20
Days In Statement Cycle	31
Average Ledger	\$69,777.00
Average Collected	\$69,777.00
Interest Earned	\$166.53
Annual Percentage Yield Earned	2.85%
2020 Interest Paid	\$18,184.49

**THANK YOU FOR BANKING WITH US !!**

**bankfirstfs.com**

MEMBER  
FDIC

**EQUAL HOUSING  
LENDER**

774

**BALANCING  
YOUR  
CHECKING  
OR  
SAVINGS  
ACCOUNT**

The procedure for balancing your checking account and for balancing your savings account is the same. Before you start, please be sure you enter in your checkbook or savings register any interest earned, automatic transactions or bank charges, including those shown on this statement.

A. List any recent deposits or other additions not shown on this statement.

Date/Description	Amount

B. List any checks, withdrawals, or other subtractions not shown on this statement

Date/Description	Amount

C. Follow the instructions below to compare the balance shown on your statement with the balance shown in your checkbook or savings register

Current Statement Balance shown on other side	\$	
Plus Total A	+\$	
Equals	\$	
Minus Total B	-\$	
Should agree with your current or savings register balance	\$	

**How Your  
Overdraft  
Protection and/  
or Home Equity  
Line Finance  
Charge (if any)  
is Calculated**

If this statement includes billing information regarding a personal line of credit, the FINANCE CHARGE for each statement (loan) cycle is calculated by applying the daily periodic rate in the daily balances (see front of statement). To get daily balances, we take the beginning balance of your account each day, add any new loans or charges and subtract any payments or credits. Then, we multiply the daily balance each day of the statement period by the appropriate daily periodic rate(s). We then add up all of these daily finance charges to get your total finance charge. The periodic rate may vary. Payments received during regular banking hours at all of our full service offices will be credited on the same banking day. Payments received at other offices or after regular hours will be credited on the next banking day.

**In Case of Errors  
or Questions  
About Your  
Overdraft  
Protection and/or  
Home Equity Line  
(This is a  
Summary of Your  
Billing Rights)**

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us at the address listed at the end of this section as soon as possible. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You can telephone us but doing so will not preserve your rights.

In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question. If you have authorized us to pay your minimum monthly payment automatically by charging your checking account, you can stop the payment on any account you think is wrong. To stop the payment your letter must reach us 3 business days before the automatic payment is scheduled to occur.

**SEND INQUIRIES TO:**  
BankFirst Financial Services  
Account Processing Department  
Post Office Box 31  
Macon, MS 39341

**NOTE: IMPORTANT INFORMATION CONCERNING ELECTRONIC TRANSFERS**

In case of Errors and Questions about your Electronic Transfers, inquiries may be made by telephoning (877) 441-2784 or write us at: BankFirst Financial Services, PO Box 31, Macon, MS 39341 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. For alleged errors involving point-of-sale and foreign initiated transactions, we may take up to 90 calendar days to investigate an error. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For new accounts, we may take up to 20 business days to resolve an alleged error and up to 90 calendar days to complete an investigation. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. You will be billed for each investigation where no error exists in accordance with our standard fee schedule.

**UNAUTHORIZED TRANSFERS**

If you believe your BankFirst Debit Card or personal identification number (PIN) has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, telephone us at: (877) 441-2784.

BANKFIRST		DEBIT
ACCOUNT NUMBER		MEMO
12/1/2020		8033548
DEBIT YOUR ACCOUNT FOR: <u>Transfer Contribution for</u> <u>Robert B. Berman</u>		7688428
CREDIT YOUR ACCOUNT FOR: <u>Interest</u>		1074471
APPROVED BY: <u>[Signature]</u>		86
PRINT NAME: <u>Amy Berman</u>		871628.99
CDB4701786-2		70
12/7/2020	18033548	\$87,628.99



# EXHIBIT M





March 17, 2021

Memorandum

TO: Members of the Mississippi Chancery Clerks Association and Mississippi  
Association of County Administrators/Comptrollers

FROM: Sumner Davis, Sumner Davis  
Center Head, Center for Government & Community Development

SUBJECT: Agenda & Registration Form for Spring Educational Workshop

Enclosed is the agenda-in-brief for the joint Chancery Clerk and County  
Administrator/Comptroller Spring Educational Workshop. The workshop will be held at the  
Hilton Hotel & Conference Center, in Jackson, on April 21-22, 2021. We have also enclosed a  
registration form.

Make your room reservations by calling the Hilton Hotel & Conference Center, (601) 957-2800.  
When making your reservation, please indicate that you are part of the Chancery Clerk/County  
Administrator group.

Please let us know if there is anything we can do to assist you. The Center for Government &  
Community Development, Mississippi State University Extension Service is always pleased to  
assist with the educational programming for your associations.

We look forward to seeing all of you in Jackson on April 21-22.

Enclosures (2)

sd

Mississippi State University Extension Service  
Box 9643 • Mississippi State, MS 39762-9643 • (662) 325-3141 • Fax (662) 325-8954 • [gcd@ext.msstate.edu](mailto:gcd@ext.msstate.edu)

We are an equal opportunity employer, and all qualified applicants will receive consideration for employment without regard  
to race, color, religion, sex, national origin, disability status, protected veteran status, or any other characteristic protected by law.

**Mississippi Chancery Clerks Association  
Mississippi Association of County Administrators/Comptrollers**

April 21-22, 2021  
Hilton Hotel & Conference Center  
Jackson, Mississippi

**SPRING EDUCATIONAL WORKSHOP**

**Wednesday, April 21**

**a.m.**

10:00-12:00 Registration

12:00 Lunch on your own

**Combined Session MCCA/MACAC**

**p.m.**

1:00 Education Program

5:00 Adjournment

**Thursday, April 22**

**Chancery Clerks Association**

**a.m.**

9:00 Educational Program

11:00 MCCA Business Meeting

Noon Workshop Evaluation and Adjournment

**County Administrator/Comptroller Association**

**a.m.**

9:00 Educational Program

11:00 MACAC Business Meeting

Noon Workshop Evaluation and Adjournment

Registration Form  
Spring Educational Workshop  
April 21-22, 2021

Mail by April 15, 2021, to Sumner Davis, Extension Center for Government & Community Development, Box 9643, Mississippi State, MS 39762-9643.

Register me for the Spring Educational Workshop to be held at the Hilton Hotel & Conference Center, Jackson. I have enclosed a check for \$50.00 to cover the registration fee for the workshop. (Make checks payable to: Center for Government & Community Development.)

**NOTE: THE REGISTRATION FEE FOR CHANCERY CLERKS IS PAID BY THEIR ASSOCIATION. CHANCERY CLERKS DO NOT NEED TO SEND A CHECK WITH THEIR REGISTRATION FORM.**

PLEASE PRINT

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_ COUNTY \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Make your room reservation directly by calling the Hilton Hotel & Conference Center, (601) 957-2800. A block of rooms has been reserved for the night of the 21<sup>st</sup> at the rate of \$111 (paid by county check). Be sure to tell them you are with the county administrator/chancery clerk group when making your reservation.

**NOTE:** Persons with disabilities who require special accommodation of any sort in connection with their attendance at this program should contact the Center for Government & Community Development.

# EXHIBIT N

781

781



Golden Triangle  
Development  
**LINK**  
PO Box 1328  
Columbus, MS 39703

Invoice

Date	Invoice #
1/15/2021	257031

Bill To
Clay County Board of Supervisors PO Box 815 West Point, MS 39773

Item Code	Description	Amount
Clay County Reimbursement	Jones Walker 1054202	62.00
Dues and Trust fees to Golden Triangle Development Link may be deductible as a necessary business expense for income tax purposes. However, the portion of your dues and Trust fees used to fund lobbying activities is not deductible. For the year, that portion is 10%. The Link's dues and Trust fees are not deductible as charitable contribution.		

Total	\$62.00
-------	---------

**JONES WALKER LLP**  
Alabama, Arizona, District of Columbia, Florida  
Georgia, Louisiana, Mississippi, New York, Texas

FED. I.D.# 72-0445111

VIA EMAIL: MWILSON@GTRLINK.ORG

NOVEMBER 23, 2020  
INVOICE NO. 1054202

RE: GENERAL PROJECT ADVICE

FILE NO. 140681-00

FOR PROFESSIONAL SERVICES RENDERED:

DATE	INIT	ACTION		HOURS
10/08/20	CSP	TELEPHONE CONFERENCE WITH J. HIGGINS RE FILOT/MAEP BILL	.40	186.00 ÷ 3
10/29/20	CSP	EXTENDED CALL WITH J. HIGGINS TO DISCUSS AND ADVISE RE LINK ORGANIZATION SUCCESSION PLANNING MATTERS.	1.00	465.00 <i>Link</i>
10/29/20	CSP	REVIEW ALTERNATIVE PROPOSALS PREPARED BY J. HIGGINS FOR LINK ORGANIZATION SUCCESSION PLANNING PURPOSES; TELEPHONE CONFERENCE WITH SAME TO ADVISE RE PRO/CONS OF OPTIONS.	.60	279.00 <i>Link</i>
10/30/20	CSP	TELEPHONE CONFERENCE WITH J. HIGGINS RE LINK ORGANIZATION SUCCESSION PLANNING; RELATED TELEPHONE CONFERENCE WITH B. GALLOWAY RE SAME.	.50	232.50 <i>Link</i>

TOTAL HOURS: 2.50

TOTAL FEES: \$1,162.50

*-----TIME AND FEE SUMMARY-----*			
*-----TIMEKEEPER-----*	RATE	HOURS	FEES
CHRISTOPHER S. PACE	465.00	2.50	1162.50
TOTALS		2.50	1162.50

Code \_\_\_\_\_

Approval \_\_\_\_\_

Approval \_\_\_\_\_

GOLDEN TRIANGLE DEVELOPMENT LINK  
NOVEMBER 23, 2020  
INVOICE NO.: 1054202  
FILE NUMBER: 140681-00

PAGE 2

COSTS INCURRED:

10/06/20 THE GOLDEN TRIANGLE DEVELOPMENT LINK - PER MAGGI -1022.27  
E WILSON TO USE ON FUTURE INVOICES - CK #002

TOTAL COSTS: (\$1,022.27)

COST SUMMARY

E124 OTHER -1022.27

-----  
(1022.27)

TOTAL FEES AND COSTS: \$140.23

GOLDEN TRIANGLE DEVELOPMENT LINK  
NOVEMBER 23, 2020  
INVOICE NO.: 1054202  
FILE NUMBER: 140681-00

PAGE 4

TRUST THAT YOU HAVE BEEN PLEASED WITH OUR LEGAL REPRESENTATION AND WE  
PRECATE THE OPPORTUNITY TO REPRESENT YOU IN THESE MATTERS. IF YOU HAVE  
ANY QUESTIONS ABOUT THIS INVOICE, PLEASE CONTACT CHRISTOPHER S. PACE  
IN JACKSON OR OUR CREDIT MANAGER AT (504)582-8220.

ATLANTA, GA (404)870-7500  
BATON ROUGE, LA (225)248-2000  
BIRMINGHAM, AL (205)244-5200  
HOUSTON, TX (713)437-1800  
JACKSON, MS (601)949-4900  
LAFAYETTE, LA (337)593-7600  
MIAMI, FL (305)679-5700  
MOBILE, AL (251)432-1414  
NEW ORLEANS, LA (504)582-8000  
NEW YORK, NY (646)512-8101  
PHOENIX, AZ (602)366-7889  
TALLAHASSEE, FL (850)425-7800  
WASHINGTON, DC (CAPITOL HILL) (202)203-1000  
WASHINGTON, DC (DOWNTOWN) (202)434-4660  
THE WOODLANDS, TX (281)296-4400

\*\*\*\*\*



# EXHIBIT O

**Amy G Berry**

---

**From:** Amy G Berry <aberry@claycounty.ms.gov>  
**Sent:** Monday, January 25, 2021 3:27 PM  
**To:** 'LaFrance Boyd'  
**Subject:** FW: 911

o.k. this is what she is wanting to do. Just do a book entry to clear up the books/Fund. Will be a two step process.

1<sup>st</sup> entry      Debit Cash      163,120.01  
                    Credit Fund Balance      163,120.012  
                    Transfer Funds 163,120.01  
                    Credit Cash – General Fund Cash      163,120.01

To correct fund balance

2<sup>nd</sup> entry  
  
    Debit Transfer to gov't funds    163,120.01  
    Credit, Cash                            163,120.01  
    Debit Cash                            163,120.01  
    Credit    Transfer Funds – Genera Fund 163,120.01

Transfer funds to General Fund

I think this is doable. Merely just a book entry to clean up the fund balance.

I can get this approved Thursday, if you are o.k. Can book on January Financials

Just let me know.

Thanks

**From:** Amy G Berry <aberry@claycounty.ms.gov>  
**Sent:** Monday, January 25, 2021 3:06 PM  
**To:** 'Treva Hodge' <thodge@claycounty.ms.gov>  
**Subject:** RE: 911

# EXHIBIT P

**Amy G Berry**

---

**From:** Bob Calvert <robert.calvert.cse@gmail.com>  
**Sent:** Wednesday, January 20, 2021 12:03 PM  
**To:** aberry@claycounty.ms.gov  
**Subject:** Ray Vail Road  
**Attachments:** Ray Vail Appraisal.pdf

An appraisal has been conducted for the two land owners of two separate tracts of right of way required for Project No. LSBP-13(17). The Uniform Relocation and Real Property Acquisition Act has to be followed in acquiring right of way for these projects. The landowner has to be advised that an appraisal has been made by the County, a copy of the appraisal has to be furnished to the landowner, and an offer made to the landowner for the purchase price shown in the appraisal. All of this has been done. The two tracts involve the following landowners and the amount of the offer:

Ken Faulkner – 0.7148 acres plus damages for fence replacement - \$5,323.10

Roy Pate, Emily J. Suggs, and Dexter R. Pate – 0.6997 Acres plus damages for fence replacement - \$2,955.00

A Board Order is required to be entered into the Board minutes authorizing the payment of the amounts shown by appraisal for the right of way to be acquired for Project LSBP-13(17). The two landowners have agreed to accept the appraisal price.

Attached is a page from the appraisal showing the amount of the right of way appraisal.

Robert L. Calvert. PE/PLS  
Calvert-Spradling Engineers, Inc.  
P.O. Drawer 1078  
7085 Highway 45A North  
West Point, MS 39773  
Tel: 662-494-7101  
Fax: 662-494-8549

The property as a whole is approximately 157.0 ± acres of land owned by Roy Pate and Judy M. Pate(Life Estate), Emily J. Suggs and Dexter R. Pate, located along on the south side of Ray Vail Road, Woodland, Mississippi. The part to be acquired by Clay County consists of 0.6997 acres ± total, more or less.

In the before condition, the property consists of an irregular shaped tract on the south side of Ray Vail Road with a highest and best use as agricultural land.

In the after condition the property consists of one contiguous tract of land that has frontage along Ray Vail Road. The tract would have potential for continued use as agricultural tract.

Based upon the data included in this report, other information in my files, my investigation and analysis and upon my experience as a real estate appraiser, I have reached the opinion that the property, as of December 1, 2020, had a before market value, an aftermarket value considering damages, and the resulting just compensation of:

Step	Description	Value
1	Value before acquisition	\$ 429,250.00
2	Value of part acquired (as part of whole) -	\$ 1,954.32
3	Remainder value before acquisition =	\$ 427,295.68
4	Remainder value after acquisition -	\$ 392,882.44
5	Damages to remainder* =	\$ -
6	Special benefits to remainder -	\$ -
7	Net damages to remainder =	\$ -
8	Value of part taken (as part of whole) +	\$ 1,954.32
9	Total difference =	\$ 1,954.32
10	Temporary Easement +	\$ -
	Just Compensation =	\$ 1,954.32
	*this value cannot be less than zero	
	Just Compensation	\$ 1,955.00 Rounded

Additionally, there is approximately 200 feet of fencing that will need to be replaced. The estimates for a similar fence installed ranged from \$3 to \$7 per linear foot. A price of \$5 per linear foot was used to calculate to cost to cure.  $\$5 \times 200' = \$1,000$ . This figure would need to be included in the just compensation. The result is:

Rounded to \$2,955.00

The property as a whole is approximately 146.91 ± acres of land owned by Ken Faulkner, located along on the north side of Ray Vail Road, Woodland, Mississippi. The part to be acquired by Clay County consists of 0.7148 acres ± total, more or less.

In the before condition, the property consists of an irregular shaped tract on the north side of Ray Vail Road with a highest and best use as single-family residential land.

In the after condition the property consists of one contiguous tract of land that has frontage along Ray Vail Road. The tract would have potential for continued use as agricultural tract.

Based upon the data included in this report, other information in my files, my investigation and analysis and upon my experience as a real estate appraiser, I have reached the opinion that the property, as of December 1, 2020, had a before market value, an aftermarket value considering damages, and the resulting just compensation of:

Step	Description	Value
1	Value before acquisition	\$ 446,547.50
2	Value of part acquired (as part of whole) -	\$ 2,323.10
3	Remainder value before acquisition =	\$ 444,224.40
4	Remainder value after acquisition -	\$ 444,224.40
5	Damages to remainder* =	\$ -
6	Special benefits to remainder -	\$ -
7	Net damages to remainder =	\$ -
8	Value of part taken (as part of whole) +	\$ 2,323.10
9	Total difference =	\$ 2,323.10
10	Temporary Easement +	\$ -
	Just Compensation =	\$ 2,323.10
	*this value cannot be less than zero	
	Just Compensation	\$ 2,323.10

Additionally, there is approximately 600.0 feet of fencing that will need to be replaced. The estimates for a similar fence installed ranged from \$3.00 to \$7.00 per linear foot. A price of \$5.00 per linear foot was used to calculate to cost to cure.  $\$5.00 \times 600' = \$3,000.00$ . This figure would need to be included in the just compensation. The result is:

Rounded to \$5,323.10

# EXHIBIT Q

**Calculation of Estimated Contributions/Wages For Constables  
January 2021**

**Calculation:**

	<b>Lewis Stafford</b>	<b>Sherman Ivy</b>	
Gross Fee Income *	\$950.00	\$1,665.00	(Input)
Minimum Withholding Rate	11%	11%	
Estimated Contributions	<u>\$104.50</u>	<u>\$183.15</u>	
Estimated Contributions	\$104.50	\$183.15	
Divided by PERS EE/ER	21.93%	21.93%	
Estimated Wages To Be Reported To PERS	<u>\$476.52</u>	<u>\$835.16</u>	
Estimated Wages	\$476.52	\$835.16	
Multiplied by PERS EE Rate	9.00%	9.00%	
Estimated PERS EE Contributions	<u>\$42.89</u>	<u>\$75.16</u>	
Estimated Wages	\$476.52	\$835.16	
Multiplied by PERS ER Rate	17.40%	17.40%	
Estimated PERS ER Contributions	<u>\$82.91</u>	<u>\$145.32</u>	

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

Estimated Wages	\$476.52	\$835.16	
Estimated PERS EE Contributions	\$42.89	\$75.16	118.05
Estimated PERS ER Contributions	\$82.91	\$145.32	228.23
Total Estimated Contributions	<u>\$125.80</u>	<u>\$220.48</u>	

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

Gross Fee Income	\$950.00	\$1,665.00
Less: Total Estimated PERS EE/ER Contributions	<u>\$125.80</u>	<u>\$220.48</u>
Net Gross	\$824.20	\$1,444.52

Need an order to transfer to Payroll Clearing fund \$ 346.28 to remit with Retirement Contributions

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



# EXHIBIT R



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

TATE REEVES  
GOVERNOR

SEAN J. TINDELL  
COMMISSIONER

February 1, 2021

Shelton Deanes, President  
Clay County Sheriff Department  
348 West Broad Street  
West Point, MS 39773

Subject: Project Number: 19PS1131  
Program: Project Safe Neighborhoods (PSN – Northern District)  
Effective Date: February 1, 2021

Dear President Deanes:

We are pleased to inform you that the Division of Public Safety Planning has approved your subgrant application for the **MS Project Safe Neighborhoods (PSN)** in the amount of **\$63,416.00**. Enclosed are the following contractual items. Please read these documents to determine your requirements under the subgrant.

1. Subgrant Signature Sheet
2. Budget Summary - *initial*
3. Cost Summary Support Sheet – *initial*
4. OJP JAG Statement of Special Conditions – *initial all sheets*
5. OJP Subgrant Standard Assurances (*Attachment A*)
6. Certification of Equal Employment Opportunity (*Attachment B*)
7. Federal Civil Rights Compliance Checklist (*Attachment C-1*)
8. Civil Rights Training Certificate (*Attachment C-2*)
9. Discrimination Complaint Policy and Procedures (*Attachment E*)
10. Certification Regarding Debarment (*Attachment F*)
11. Certification Regarding Lobbying (*Attachment G*)
12. Match Certification (*Attachment H*)
13. Copy of Current CCR Registration
14. Return Document Checklist

We particularly want to bring to your attention the requirement that items 1 – 13 (*with the exception of item #9*) should be signed or initialed in blue ink and returned to the Department of Public Safety Planning immediately. Please retain a copy for your files. If there are any questions concerning this award, please contact Sharon Nguyen at (601) 977-3756.

Sincerely,

Emberly K. Holmes  
Office Director

1025 NORTH PARK DRIVE RIDGELAND, MISSISSIPPI 39157 TELEPHONE 601-977-3700 [www.dps.ms.gov](http://www.dps.ms.gov)

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

<b>1. Name, Address, &amp; Phone Number:</b>  <b>Clay County Sheriff Department</b> <b>348 West Broad Street</b> <b>West Point, MS 39773</b> <b>662-494-2896</b>  <u>cwilson@claysheriff.ms.org</u>	<b>2. Effective Date:</b> February 1, 2021  <b>3. Sub-grant Number:</b> 19PS1131 <b>4. Grant Identifier:</b> 2019-GP-BX-0059 <b>5. Beginning &amp; Ending Dates:</b> 02/01/2021 to 12/31/2021 <b>6. Sub-grant Payment Method:</b> Cost Reimbursement <input checked="" type="checkbox"/> Other:
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7. The following funds are obligated:							
Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel							
Fringe Benefits							
Equipment	\$ 63,416.00						\$ 63,416.00
Travel							
Commodities							
Contractual Services							
Miscellaneous							
Indirect Costs							
<b>TOTAL</b>	<b>\$ 63,416.00</b>	<b>100%</b>					<b>\$ 63,416.00</b>

<b>8. The Sub-grantee agrees to operate the program outlined in this sub-grant in accordance with all provisions of this sub-grant as included herein. The following sections are attached and incorporated into this agreement.</b>	
Statement of Special Conditions Standard Assurances Certification Regarding Equal Employment Civil Rights Compliance Checklist	Civil Rights Training Certification Certification Regarding Debarment Certification Regarding Lobbying Match Certification Form (if applicable)

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
<b>9. Typed Name &amp; Title of Approving DPSP Official:</b>  <p style="text-align: center;"><b>Emberly K. Holmes</b> Office Director</p>	<b>10. Typed Name &amp; Title of Authorized Sub-grantee Official:</b>  <p style="text-align: center;"><b>Shelton Deanes, President</b> Clay County Board of Supervisors</p>

<b>11. Signature:</b> _____ <b>Date:</b> _____ 	<b>12. Signature:</b> _____ <b>Date:</b> _____ 
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**DIVISION OF PUBLIC SAFETY PLANNING  
BUDGET SUMMARY SHEET**

<b>1. Applicant Agency: Clay County Board of Supervisors</b>			
<b>2. Sub-grant Number</b>	<b>3. Grant Identification Number</b>	<b>4. Beginning Date</b>	<b>Ending Date</b>
19PS1131	2019-GP-BX-0059	02/01/2021	12/31/2021
<b>6. Submitted as part of (Check One):</b>	<b>A. Funding Request:</b> X	<b>B. Modification Number:</b>	<b>C. Modification Effective Date:</b>

Funding Sources						
8. For DPSP Use Only	9. Activity	Federal	State	Program Income	Other (Local-Private)	Total
	Project Safe Neighborhood PSN – Northern District	\$ 63,416.00				\$ 63,416.00
<b>TOTAL</b>		\$ 63,416.00				\$ 63,416.00

*LLD*

DIVISION OF PUBLIC SAFETY PLANNING  
COST SUMMARY SUPPORT SHEET

1. Applicant Agency: Clay County Board of Supervisors					Page 1 of 1		
2. Sub-grant Number 19PS1131		3. Grant Identifier Number 2019-GP-BX-0059		4. Beginning Date 02/01/2021		5. Ending Date 12/31/2021	
6. Activity: Project Safe Neighborhoods (PSN) Northern District							
7. DPSP Use Only	8. Category	10. Description of item and/or Basis for Valuation	11. Budget				
	9. Line Item		Federal	All Other	Total		
	Equipment	10 – V300 and 4RE System Bundle, includes 4RE DVR In-Car Camera systems and V300 Body Wearable Camera w/ 12 hrs. continuous HD recording @ \$5,550.00 ea. - \$ 55,500.00  1 – Hardware/Software for 10 in-car & body cameras @ \$ 5,416.00  1 – Onsite Installation @ \$2,500.00	\$ 63,416.00		\$ 63,416.00		
<b>Total</b>			\$ 63,416.00		\$ 63,416.00		

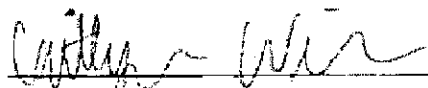
*LLD*

## PSN AWARD PACKET RETURN CHECKLIST

Please check the list below against the items you are returning to ensure that all pertinent information is enclosed. **Do not return Attachment E. It is intended as an example of what complaint policies and forms should look like.**

- ☐ One Signature Sheet signed in blue ink.
- ☐ Budget Summary Sheet (initialed)
- ☐ Cost Summary Sheet (initialed)
- ☐ OJP JAG Statement of Special Conditions (initialed)
- ☐ OJP Sub-grant Standard Assurances (Attachment A)
- ☐ Certification of Equal Employment Opportunity (Attachment B)
- ☐ Federal Civil Rights Compliance Checklist (Attachment C-1)
- ☐ Civil Rights Training Certification Form (Attachment C-2)
- ☐ Certification Regarding Debarment (Attachment F)
- ☐ Certification Regarding Lobbying (Attachment G)
- ☐ Match Certification (Attachment H) N/A
- ☐ Document Return Checklist

All of the above award documents (signed in blue ink) are enclosed and returned by:

  
Sub-grant Contact Person

2/4/2021  
Date



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

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

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

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

- Budget and Cost Summary Sheets – (each sheet initialed)
- FY 2018 Certification of Compliance with 8 U.S.C. 1373
- OJP JAG Statement of Special Conditions
- Subgrant Standard Assurances (attachment A)
- Nondiscrimination and Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C)
- Certificate of Exemption for Hiring Practices (attachment D)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H)

The recipient also, agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

[www.ojp.gov](http://www.ojp.gov)

**Special Cancellation Condition for Subgrantees:**

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

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**Mississippi Department of Public Safety Planning  
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PSN Standard Award Policy and Special Conditions**

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

**Modifications to the Original Subcontract** - Budget modifications request must be submitted in writing with a detailed justification and budget revision. Sub grantees are limited to three (3) per modifications per cycle. All changes or revisions to the original approved contract must be approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. The final modification must be submitted 90 days prior to the award end date. Retro-active modifications or revisions will not be granted.

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

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances, unless prior approval is given by an appropriate designated OJP official. (refer to OJP Financial Guide)

**Project Reporting Requirements**: The recipient agrees to submit **Monthly** Project Narrative and **Monthly** reimbursement reporting worksheets with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program.

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**Prior Approval for Travel Request**

Subgrantee agrees to request in writing prior approval to attend any related training or conferences within 45 days of the event. Such training should be program related. Travel request should identify those who will be in attendance, a detailed budget of the estimated cost and contain a justification for the training. When seeking reimbursement all receipts must be submitted to reflect the cost of the assigned trip such as: hotel receipts minus any incidentals outside of the room cost, meal receipts, parking receipts, transposition receipts, gas receipts, (1) baggage receipt per traveler and any other approved travel cost's associated.

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

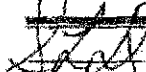
**Certifications of Compliance with 8 U.S.C. § 1373**

A State or unit of local government that receives an award under the FY 2018 PSN Program will be required (by award condition) to obtain a properly-executed certification regarding compliance with 8 U.S.C. § 1373 from any proposed sub recipient that is a unit of local government or a "public" institution of higher education (i.e., one that is owned, controlled, or directly funded by a State or unit of local government). The specific certification required from a unit of local government will differ from the specific certification required from a "public" institution of higher education. (The requirement for a sub recipient certification regarding 8 U.S.C. § 1373 will not encompass sub awards to Indian tribes). The required certification must be submitted using the following form: *(this form will be provided to your agency)*

- FY 2018 Byrne JAG - Chief Legal Officer Certification of Compliance with 8 U.S.C. § 1373

**PSN -- Subrecipient DHS question requirement**

The sub-recipient agrees to obtain a properly executed certification of compliance with 8 U.S.C. 1373 along with responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and customs enforcement (ICE), and that certification and question responses have been submitted to BJA and BJA approves the subaward or that certification and question responses have been submitted to BJA and 30 days have passed since the submission without a denial from BJA.

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**Mississippi Department of Public Safety Planning  
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Financial Guide, and the applicable special conditions of this award. The OJP Programs will review the oversight of the grantees financial and programmatic activities, files and will monitor the specific outcomes and benefits attributable to the use of grant funds by subrecipients. In addition, the recipient agrees to submit, upon request, all documentation of its policies and procedures.

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

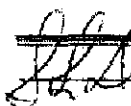
**Misuse of award funds** - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

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

**Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct** - The recipient must promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail:

Mississippi Department of Public Safety Planning  
Office of Justice Programs  
1025 Northpark Drive  
Ridgeland, Mississippi 39157  
Contact 601-977-3700

or

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**Mississippi Department of Public Safety Planning  
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e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

Hotline: (in English/Spanish): (800) 869-4499 or Hotline fax: (202) 616-9881

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

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

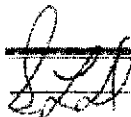
**Civil Rights: EEOP** - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

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

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

**EQUAL TREATMENT REGULATION**

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation,

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**Mississippi Department of Public Safety Planning  
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entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."

**EQUAL EMPLOYMENT OPPORTUNITY**

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

Please check one: ☒ Required ☐ Not Required


**ENFORCING CIVIL RIGHTS LAWS**

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

**NON-SUPPLANT CERTIFICATION**

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

Compliance with these requirements will be monitored during the annually programmatic on-site monitoring visit or during a programmatic desk audit.

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**Mississippi Department of Public Safety Planning  
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PSN Standard Award Policy and Special Conditions**

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

Clay County Sheriff's Office  
Agency's Name

19PS1131  
Subgrant Award Number

Shelton L. Deanes  
Authorized Official (Please Print)

President  
Authorized Official Title

Shelton L. Deanes  
Authorized Official (Signature)

2/9/2021  
Date

## ATTACHMENT A

### OFFICE OF JUSTICE PROGRAMS SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

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

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

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

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

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

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

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

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

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

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



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

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

Clay County Board of Supervisors  
 Name of Agency or Organization  
Shelton L. Deames  
 Chief Administrative Officer

MP51131  
 Subgrant Number

2/9/2021  
 Date

## ATTACHMENT B

### STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

### CERTIFICATION OF COMPLIANCE WITH REGULATIONS NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

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

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

Subgrant Number: 19PS1131 Award Amount \$ 103,410.00

Subgrant Project Title: FY 2019 Project Safe Neighborhood

Organizational Name (Subgrantee or Funded Entity):  
Clay County Sheriff's Office

Address:  
348 West Broad Street  
P.O. Box 142  
West Point, MS 39773

Telephone Number: (602) 494-2896

Subgrantee Duration:

Beginning Date: 2/1/2021 Ending Date: 12/31/2021

Project Director's Name, Address and Telephone Number:  
Caitlyn Wilson Investigations Assistant  
P.O. Box 142  
West Point MS 39773  
(602) 494-2896

## AUTHORIZED OFFICIAL'S CERTIFICATION

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

**PART I. Requirements of Subgrant Recipients:** All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et. seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Justice Programs, Division of Public Safety Planning (DPSP), Mississippi Department of Public Safety, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

The person responsible for reporting civil rights findings of discrimination is:  
(Name, address and telephone number)

Clay County Board of Supervisors  
Attn: Teresa Hodge  
P.O. Box 915  
West Point, MS 39073

**PART II. Equal Employment Opportunity Plan (EEOP) Certifications:** Check the one box that applies to this subgrantee agency during the period of the grant duration noted above. (Check only the one appropriate certification (A, B, C1 or C2 below).

- ☐ **CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY]** This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity: (Here, more than one may apply)

- ☒ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or  
☐ (2) has less than 50 employees; and/or;  
☐ (3) was awarded through this grant from the Office of Justice Programs, DPSP, less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et. seq.

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

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et.seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

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

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

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

Shelton L. Neanes  
Authorized Official's Signature  
(Subgrantee)

2/9/2021  
Date

Shelton L. Neanes  
Typed or Printed Name

President  
Person's Organizational Title

.....

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

## ATTACHMENT C-1

### Federal Civil Rights Compliance Checklist

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

☐ Yes

☒ No

If yes, on what date did the subrecipient prepare the EEOP?

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

☐ Yes – submitted an EEOP Short Form

☐ Yes – submitted a certification

☒ No

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

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

Comments:

*We have the proper posters posted and is in our personnel policy*

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

Comments:

*Through our personnel policy and posters*

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the {State Administering Agency (DPSP)} or the OCR?

☒ Yes  
☐ No

If yes, an explanation of these policies and procedures:

*Through our personnel policy*

6. If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

- a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

☒ Yes  
☐ No

- b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

☒ Yes  
☐ No

- c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?

☒ Yes  
☐ No

Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

- a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

☒ Yes  
☐ No

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

☒ Yes  
☐ No

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

☒ Yes  
☐ No

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

☒ Yes  
☐ No

Comments:

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

*None - we have no employees with limited proficiency*  
Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP person(s):

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

☒ Yes  
☐ No

Comments:

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

a. Provide services to everyone regardless of religion or religious belief?

☒ Yes  
☐ No

b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instructions, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?

☒ Yes  
☐ No

c. Ensure that participation in religious activities is voluntary for beneficiaries of federally-funded programs?

☒ Yes  
☐ No

12. Was a copy of the Mississippi Office of Justice Program Civil Rights Compliance PowerPoint Presentation provided to your agency?

☒ Yes  
☐ No

Clay County Sheriff's Office  
Name of Agency or Organization (Please Print)

19PS1131  
Subgrant Number

Shelton L. Deores  
Authorized Official or Authorized Designee Signature

2/9/2021  
Date

[Signature]  
Office of Justice Programs Monitor's Signature

2/9/2021  
Date



## Attachment C-2

### Office of Justice Programs Division of Public Safety Planning

### Civil Rights Training Certification Form

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

(Date) (Names(s) of Individual(s))

Caitlyn Wilson

Date of Training

February 3, 2021

Location of Training

Clay County Sheriff's Office

State of Mississippi

County of Clay

Signed [or attested] before me on 3<sup>rd</sup>, 2021 by Patty Goff

Caitlyn Wilson  
Authorized Signatory official

Patty Goff  
Signature of Notarial Officer



Records  
Title of office

My commission expires: March 26, 2022

This certification expires on: \_\_\_\_\_ *FOR OJP purposes only*

**ATTACHMENT F**

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

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

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

Shelton L. Deanes, President

Name and Title of Authorized Representative

Shelton L. Deanes

Signature

2/9/2021

Date

Clay County Board of Supervisors

Name of Organization

P.O. Box 915

Address of Organization

West Point, MS 39072

Revised May 2012

### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation on this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

*Revised May 2012*

## ATTACHMENT G

### CERTIFICATION REGARDING LOBBYING

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

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

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

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

Clay County Board of Supervisors  
Name and Address of Organization

P.O. Box 915  
West Point, MS 39177

Shelton L. Deane  
Name of Authorized Individual  
Signature and Date

19PS1131  
Subgrant Number

Revised May 2012

ATTACHMENT H

Office of Justice Programs  
Division of Public Safety Planning

Match Certification Form

Name of Organization or Unit of Government: Clay County Sheriff's Office  
Program for which Match is being certified under: FY 2019 Project Safe Neighborhood  
Grant Award # PIPS1131

The Clay County Board of Supervisors, hereby certifies that it will provide the matching funds or services in the amount required for this subgrant according to federal guidelines. It further certifies that the match is from a non-federal source that is not being used to match other federal grants. The match will be derived from the following source(s):

Source(s)	Amount	Type (Cash/In-kind)
1. <u>Federal</u>	<u>\$13,416<sup>00</sup></u>	<u>Cash</u>
2. <u>State / Local</u>	<u>\$2,584<sup>00</sup></u>	<u>Cash</u>
3. _____	\$ _____	_____
4. _____	\$ _____	_____

2/9/2021 Caitlyn La  
Date Signature

Note: If in-kind match will be used, the agency must provide the Division of Public Safety Planning with an analysis that shows how the value of the match was determined.

Revised May 2012

# EXHIBIT S



**GRANT  
APPLICATION  
FAQs**

**START AN  
APPLICATION**



## Frequently Asked Questions & Tips

**STOP HERE & PRINT THIS PAGE. You will not be able to return to this page.**

**Please Apply Early.** Please do not contact area restaurants or Firehouse Subs Care Center with grant-related questions.

### What does the Firehouse Subs Public Safety Foundation support?

Our Mission is to impact the lifesaving capabilities, and the lives of local heroes and their communities. This is accomplished by providing lifesaving equipment and prevention education tools to first responders and public safety organizations. All requests must fall within our Foundation's funding guidelines which can be found on our website via <https://www.firehousesubs.org/foundation>. See below for information regarding items that are not supported by our grants program.

### Are there items that your Foundation does not support?

All requests must fall within our Foundation's funding guidelines which can be found on our website via <https://www.firehousesubs.org/foundation>. Examples of items that are not supported by our board of directors at this time include body cameras, building exhaust removal systems, crash data boxes, dash cams, drones and drone accessories, exercise equipment, goodie bags, guns/firearms/use of force equipment, riot gear, laser pointers (designators), inflatable bounce houses, license plate readers, Narcan, Philips FR3 AEDs, Pluggle the fire plug robot, Polar Breeze thermal rehabilitation systems, portable message signs, power load stretchers, radar detectors, recording devices, refurbished equipment, security systems, surveillance equipment, Sparky the Fire Dog robots and costumes, stop sticks, lasers, throw bots, traffic road barriers, TruNav analyzers, t-shirts & polos, etc. Note: Our organization is unable to accept requests for Scott SCBA Model AP50 at this time. All other Scott product requests are acceptable.

### Is this grant only available for Fire Departments?

No. Law enforcement, EMS, public safety organizations, non-profits and schools are encouraged to apply for lifesaving equipment.

### If my organization has received a grant award from Firehouse Subs Public Safety Foundation in the past, when can we reapply?

We ask that grant recipients wait a minimum of two years from the date of approval before reapplying.

### Does the Foundation provide reimbursements for purchased equipment?

Our program DOES NOT provide reimbursements for purchased equipment. If your organization has already purchased the equipment and is requesting reimbursement, please DO NOT apply.

### What are the most common reasons a grant application is marked incomplete?

- The requested equipment does not fall within the Foundation's funding guidelines
- Quote is missing vendor sales representative first and last name & vendor email address
- Quote is missing name & physical address of the applying organization, and a contact person from the organization
- Online quotes are not permissible
- Quote does not match the dollar amount or quantity requested in the grant application
- Quote includes item(s) that are not being requested in the grant
- Attachments that are not saved as .doc, .pdf, .jpeg or .xlsx
- Financials are outdated and/or do not include both revenues and expenses
- Alternate contact information is the same contact information as the main contact information

### Can my organization submit multiple grant applications?

No, the Foundation does not accept more than one grant request per organization. The Foundation is unable to make exceptions to this rule.

### Is the Firehouse Subs Public Safety Foundation grant a matching grant?

There are no matching funds involved in our organization's grants program.

<https://grants.firehousesubs.com/faq>

1/3

**If my request is more or less than \$20,000 will it be denied?**

\$15,000-\$25,000 is a guideline. Requests exceeding \$50,000 will not be accepted.

**What financial information should we provide?**

Financials must show revenue and expenses and must include the name of your organization, city or county. One of the following options must be submitted:

- A recent - within one month - Balance Sheet which consists of Assets and Liabilities
- A recent - within one month - Profit & Loss Statement also called an Income Statement
- A current year annual budget showing projected income and expenses
- A previous year audit or 990

**What is needed for the required vendor quote/bid attachment?**

You must provide an official vendor quote with the following information for your grant request to be considered. Submitted quotes MUST meet the requirements below, please read carefully:

- Vendor sales representative first and last name must be included on quote
- Vendor email address must be included on quote
- The name & physical address of your organization must be included
- The first and last name of a contact person from your organization must be included
- Only one vendor quote can be submitted. Your application will be marked incomplete if more than one quote is submitted.
- Online quotes will not be accepted
- Must be dated within six months of the application deadline
- Must contain only the item(s) pertaining to your grant request
- The total dollar amount and equipment quantities in the vendor quote **MUST MATCH** the total that your department is requesting
- Sales tax and freight charges are included, if applicable
- The cost of maintenance plans and extended warranties are not permissible
- Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within the submitted quote
- Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or tax not included in the submitted quote

*Note: When requesting a quote/bid from a vendor, we highly recommend sharing our quote requirements with the sales representative and making them aware the quote is for a Firehouse Subs Public Safety Foundation grant application.*

**What inventory information should I provide?**

Please include a list of apparatus, vehicles and other specialized equipment. Submitted equipment inventory documentation must include the name of your organization. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE)

**If my department is located more than 60 miles from a Firehouse Subs restaurant, should I still apply?**

Our Foundation mainly focuses its resources in areas served by Firehouse Subs restaurants. We recognize the need of rural and volunteer departments throughout the country, and will consider applications outside of the 60 mile guideline.

**When can we expect to find out if our grant has been approved or denied?**

ALL applicants will be notified of a decision regarding their application within two months of the close of the grant deadline. Please do not contact restaurants or the Firehouse Subs Care Center with questions regarding your grant.

**Does Firehouse Subs Public Safety Foundation fund requests for "use of force"?**

As per our guidelines, Firehouse Subs Public Safety Foundation does not accept grant requests for "use of force" items such as guns, tasers, riot gear, firearm simulators, or other use of force items.

**Does the Foundation only work with specific equipment vendors?**

No, the Firehouse Subs Public Safety Foundation does not endorse any specific equipment vendor or brand. It is up to the grant applicant to submit a quote/bid for the requested equipment which will include the brand and manufacturer. As needed, the Foundation's procurement team will evaluate pricing and reach out to other distributors of the same manufacturer and brand.

**Does the Foundation fund requests for refurbished equipment?**

No, our organization does not accept grant requests for refurbished or pre-owned equipment.

**Does the Foundation fund requests for patent-pending equipment?**

No, our organization does not accept grant requests for patent-pending products.

**Does the Foundation accept requests for partial funding?**

The Foundation does consider request for partial funding, however, the balance of funds must already be secured and outlined within your grant request. We ask that you include a note about the project and the secured funding as part of your organization's background/history attachment if submitting a request for partial funding.

**If approved, what is required by the recipient?**

Documentation must be submitted to verify that the grant award was received. More details will be provided if approved.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email [info@firehousesubs.com](mailto:info@firehousesubs.com)

<https://grants.firehousesubs.com/faq>



# Firehouse Subs Public Safety Foundation Scholarships Program FAQs

## How can an individual apply for a Firehouse Subs Public Safety Foundation scholarship?

The scholarship program is open to community members as well as Firehouse Subs employees planning to enroll in a part-time or full-time firefighter, law enforcement or emergency medical (paramedic or EMT) program at an accredited two- or four-year college, university or vocational-technical school for the upcoming academic year. [Click here](#) to learn more.

## How can accredited schools apply for scholarship funding?

Accredited schools can apply for scholarship funding in support of firefighter, law enforcement or emergency medical (paramedic or EMT) programs by completing the online grant applications via [this link](#).

**We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email [Foundation@FirehouseSubs.com](mailto:Foundation@FirehouseSubs.com).**

[GRANT APPLICATION FAQs](#)

[LEGAL DISCLAIMER](#)

[PRIVACY POLICY](#)

[START AN APPLICATION](#)

© 2021 Firehouse Subs Public Safety Foundation



## Clay County Sheriff Office

P.O. Box 142

348 West Broad Street

West Point, Mississippi 39773

Phone (662) 494-2896

Fax (662) 494-4034

*Sheriff*  
Paddy Scott  
(662) 295-3441

*Chief Investigator*  
Ramon Williams  
(662) 295-1632

*Jail Administrator*  
Anthony Cummings

February 2, 2021

Clay County has a population of 19,640 citizens according to the 2019 Census which consists of multiple industrial and commercial factories, adding to overall county numbers. Not only do these factories contribute to the continual rise in population, but they generate thousands of visitors and out of county workers on a daily basis. A major highway, Hwy 45, connects north and south Mississippi. This causes an immense amount of populous during peak hours of the day. Due to all of these factors, Clay County Sheriff's Department has begun to see an increase in the frequency of calls for service on every shift. This raises the likelihood for interaction with the public within the community.

The Clay County Sheriff's Office is a small department with limited funding opportunities outside of State and Federal grants. Our operational budget each year is below average causing our department to continuously go over budget in pursuit of bettering our agency. The items listed in this grant request are needs for our Sheriff's Office. The items (Automated External Defibrillator's) are needed for our police officers to keep on hand since they are the first to arrive on scene before an ambulance.

The Clay County Sheriff's Office provides service to the city and county on multiple fronts. The Clay County Sheriff's Office serves mental commitments, high-risk search warrants, high crime surveillance, and felony warrant service (of persons). In this county, we have three courthouses, a jail, along with administrative personnel who could benefit from having an AED nearby. The purpose of having an AED, in the event of a sudden cardiac arrest, time is of the essence, and with our deputies already out in the rural parts of the county the AED would be a vital piece of equipment. According to EMC CPR Training, it takes an average of 8-12 minutes for first responders to arrive at the scene after 911 is called, which is why having an AED in the workplace could make the difference between life and death. If we were to be granted our proposal for AED's in our workplace and out in the field as well; we would implement an AED Program in which employees are properly trained to use the devices. We would be sure that the people using the AED device were to receive formal CPR and AED training.

Thank you for your time and we hope that you grant us the opportunity to enable our sheriff's office to have a safer, more controlled, and less stressful encounter when serving the community of Clay County, Mississippi.

# EXHIBIT T

**Affidavit of Publication**

STATE OF MISSISSIPPI )      SS  
COUNTY OF CLAY )

Will Bane, being duly sworn, says:

That she is Classified Clerk of the Daily Times Leader, a daily newspaper of general circulation, printed and published in West Point, Clay County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

January 09, 2021, January 16, 2021

That said newspaper was regularly issued and circulated on those dates.

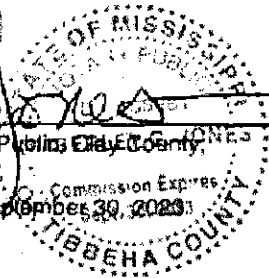
SIGNED:

Classified Clerk

Subscribed to and sworn to me this 16th day of January 2021.

Kimberly G. Jones, Notary Public, Clay County, Mississippi

My commission expires: September 30, 2023



00000343 00091729 6624924059

LaFrance Boyd  
Clay County Board of Supervisors (DTL)  
PO Box 815  
West Point, MS 39773

**NOTICE OF CLEANING/JANITORIAL  
SERVICES FOR THE CLAY COUNTY COURT COMPLEX BUILDING**

Notice is hereby served that the Clay County Board of Supervisors will accept sealed Cleaning/Janitorial Services proposals for the Clay County Court Complex Building on or before 9:00 o'clock a.m. on 28th day of January, 2021 for a six (6) month contract for the said proposals to be opened same day by the Clay County Board of Supervisors at the Clay County Courthouse Board meeting room as located at 365 Court Street, West Point, Mississippi 39773.

The county wishes to engage a Cleaning/Janitorial Service to clean the Clay County Court Complex Building as located on 26089 West Main Street, West Point, Mississippi 39773.


Any Cleaning/Janitorial Services wishing to submit a sealed proposal for the said contract should pick up a Cleaning/Janitorial Services Bid Specification Packet for the Court Complex from the Clay County Chancery Clerk, Amy G. Berry. For more information or questions regarding this matter, please contact as follows:

Clay County Chancery Clerk  
Amy G. Berry  
365 Court Street  
West Point, MS 39773  
Telephone: (662) 494-3124  
Email: aberry@claycounty.ms.gov  
Office Hours:  
8:00 a.m. to 5:00 p.m.

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

SO ORDERED this the 4th day of January 2021.

AMY G. BERRY  
Chancery Clerk  
Clerk of the Board of Supervisors  
PUBLISH:  
January 9, 2021  
January 16, 2021

AMY G. BERRY  
1-27-01 2:57  
2027 DEC 29 AM 12:00  
CLAY COUNTY  
WEST POINT, MS  
BY  D.C.

365 Court Street • West Point, MS 39773  
(662) 494-3124 • claycountymn.com

LETTER  
B.P.  
GUTHRIE

**A-1 CLEANING SERVICE**  
**Contact: Wanda Rush**  
**235 Tedford Drive**  
**West Point, MS 39773**  
**662.425.6706**

---

January 27, 2021

Clay County  
Board of Supervisors  
205 Court Street  
West Point, MS 39773

RE: Bid for janitorial service  
Justice Complex, 26089 West Main Street, West Point, MS

With over 20 years of janitorial experience, we propose to furnish labor and materials to complete the following work on the above reference building:

Cleaning of building, not to exceed 5 days a week, to include:

- all offices
- all courtrooms
- all bathrooms
- buff and wax floors, as needed
- heavy sanitizer weekly, with machine

**Total Bid:        \$18,000.00 for 12 months**

**JANITORIAL SERVICES BID SUBMISSION FORM  
CLAY COUNTY COURT COMPLEX**

*(All bids submitted should comply with the Price Breakdown section located on page 8 of the Bid Packet.)*

Vendor Name: A-1 Cleaning Service

Address: 235 Tedford Drive

West Point, MS 39773

Telephone No.: 662-425-6706

Contact Person: Wanda Rush

Email Address (optional): wendarush42@yahoo.com

Price for Sunday through Saturday Janitorial Services: \$ 1500.<sup>00</sup> /mth.

Price for Annual Window Cleaning Services: \$ 200.<sup>00</sup>

Price for Carpet Cleaning Services: \$ 200.<sup>00</sup>

Hourly Rate for Non-Emergency Services (labor): \$ 10.<sup>00</sup> /hr.

Hourly Rate for Emergency Services (labor): \$ 15.<sup>00</sup> /hr.

Number of Hours Needed to Clean the Facility: 3

Dated this the 27<sup>th</sup> day of January, 2021.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lyon Insurance Agency Inc. PO BOX 762 451 Commerce Street West Point MS 39773		<b>CONTACT NAME:</b> Gil Lyon <b>PHONE (A/C No, Ext):</b> (862) 494-5576 <b>FAX (A/C No):</b> (862) 494-2247 <b>E-MAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Liberty Mutual Insurance <b>INSURER B:</b> Liberty Mutual Insurance <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> A1 Cleaning Service 235 Tedford Drive West Point MS		<b>NAIC #</b>

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:  <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BWG(22)62758717	02/10/2021	02/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO(22)627587717	02/10/2021	02/10/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

<b>CERTIFICATE HOLDER</b> Clay County Board of Supervisors PO Box 815 West Point MS 39773	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
-------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



**Amy G Berry**

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**From:** Laura Williamson <Laura@lyoninsurance.com>  
**Sent:** Thursday, February 11, 2021 4:22 PM  
**To:** aberry@claycounty.ms.gov  
**Subject:** RE: FW: Certificate for A1 Cleaning

On general liability the each occurrence of 1,000,000 covers bodily injury and property damage

Laura Williamson  
Commercial Lines CSR  
Lyon Insurance Agency Inc.  
P.O. Box 762  
451 Commerce Street  
West Point, MS 39773  
Ph. 662.494.5576 fax. 662.494.2247

**LYON**  

---

**INSURANCE**



**From:** Amy G Berry <aberry@claycounty.ms.gov>  
**Sent:** Thursday, February 11, 2021 4:19 PM  
**To:** Laura Williamson <Laura@lyoninsurance.com>  
**Subject:** FW: FW: Certificate for A1 Cleaning

Hey Laura  
I am needing this to be indicated on the Certificate if it can. This was required of them.

Can you advise??

Thank you

Amy Berry

**From:** angela bturnerlaw.com <angela@bturnerlaw.com>  
**Sent:** Thursday, February 11, 2021 3:01 PM  
**To:** aberry@claycounty.ms.gov  
**Subject:** Re: FW: Certificate for A1 Cleaning

I will list insurance provisions required by the insurance portion of the agreement:

1. Workers' compensation - must meet statutory limits (according to the background checks provided, there are three workers' therefore workers' compensation is not required.)

14. "Valuable papers and records" means inscribed, printed or written:

- a. Documents;
- b. Manuscripts; and
- c. Records;

including abstracts, books, deeds, drawings, films, maps or mortgages.

But "valuable papers and records" does not mean "money" or "securities".

## SECTION II – LIABILITY

### A. Coverages

#### 1. Business Liability

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" or any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Paragraph D. Liability And Medical Expenses Limits Of Insurance in Section II – Liability; and

(2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements or medical expenses.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph f. Coverage Extension – Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph C.1. Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known before the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".



**JANITORIAL SERVICES BID SUBMISSION FORM  
CLAY COUNTY COURT COMPLEX**

*(All bids submitted should comply with the Price Breakdown section located on page 8 of the Bid Packet.)*

Vendor Name: SERVICE MASTER BY ONECALL

Address: 610 YELLOW JACKET DR.  
STARKVILLE, MS. 39759

Telephone No.: 662-364-7508

Contact Person: HAMP HOLLEY

Email Address (optional): HHOLLEY@SM1CALL.COM

	<u>WEEKLY</u>	<u>MONTHLY</u>
Price for Sunday through Saturday Janitorial Services:	<u>\$398</u>	<u>\$1,722</u>
Price for Annual Window Cleaning Services:	<u>\$325</u>	
Price for Carpet Cleaning Services:	<u>\$1800</u>	
Hourly Rate for Non-Emergency Services (labor):	<u>\$20</u>	
Hourly Rate for Emergency Services (labor):	<u>\$25</u>	
Number of Hours Needed to Clean the Facility:	<u>1 DAILY</u>	

Dated this the 27 day of JANUARY, 2021.

**NOTICE OF CLEANING/JANITORIAL  
SERVICES FOR THE CLAY COUNTY COURT COMPLEX BUILDING**

Notice is hereby served that the Clay County Board of Supervisors will accept sealed Cleaning/Janitorial Services proposals for the Clay County Court Complex Building on or before 9:00 o'clock a.m. on 28<sup>th</sup> day of January, 2021 for a **six (6) month contract** for the said proposals to be opened same day by the Clay County Board of Supervisors at the Clay County Courthouse Board meeting room as located at 365 Court Street, West Point, Mississippi 39773.

The County wishes to engage a Cleaning/Janitorial Service to clean the Clay County Court Complex Building as located on 26089 West Main Street, West Point, Mississippi 39773.

Any Cleaning/Janitorial Services wishing to submit a sealed proposal for the said contract should pick up a Cleaning/Janitorial Service Bid Specification Packet for the Court Complex from the Clay County Chancery Clerk, Amy G. Berry. For more information or questions regarding this matter, please contact as follows:

**Clay County Chancery Clerk  
Amy G. Berry  
365 Court Street  
West Point, MS 39773  
Telephone: (662) 494-3124  
Email: [aberry@claycounty.ms.gov](mailto:aberry@claycounty.ms.gov)  
Office Hours:  
8:00 a.m. to 5:00 p.m.**

**The Board of Supervisors reserves the right to accept and reject any and all proposals received and to waive any formalities with the acceptance and rejection of the proposals.**

SO ORDERED this the 4th day of January 2021.

**AMY G. BERRY**  
Chancery Clerk  
Clerk of the Board of Supervisors

**PUBLISH:**

January 9, 2021

January 16, 2021

## JANITORIAL SERVICES AGREEMENT

This agreement is entered into by and between Clay County, Mississippi, a political subdivision of the State of Mississippi, acting through the CLAY COUNTY BOARD OF SUPERVISORS, hereinafter referred to as "Clay County", and SERVICE MASTER RESTORATION BY ONECALL, hereinafter referred to "Contractor".

**PURPOSE:** The purpose of this agreement is to secure the services of Contractor to provide janitorial services for the Clay County Court Complex located at 26089 West Main Street, West Point, Mississippi 39773.

**DESCRIPTION OF SERVICES:** In consideration of the compensation received under this agreement, Contractor will provide janitorial services for Clay County described as follows:

IN CONSIDERATION OF the mutual promises and understandings contained in this agreement, Contractor and Clay County agree as follows:

### Scope and Hours of Work

1. The Clay County Court Complex building possesses a variety of types of public areas. There are several offices, meeting rooms, two small kitchenettes, three Courtrooms, two public restrooms, three staff restrooms, a staff break room, two foyer areas, and one large lobby area. Cleanable square footage consists of 25,000 square feet of carpet and/or tile.
2. The Court Complex hours are Monday – Friday, 8:00 a.m. to 5:00 p.m.
3. The facility shall be cleaned three (3) nights per week, Sunday through Saturday according to a schedule established between the Contractor and the Clay County Sheriff.
4. The following holidays will be observed, with no services to be provided: Martin Luther King, Jr. Day, Presidents Day, Good Friday, Memorial Day, July 4<sup>th</sup>, Veteran's Day, Thanksgiving, Christmas, and New Year's Day.
5. The Service Schedule, attached as Exhibit "A", further specifies the scope of janitorial services to be performed by Contractor.

### Compensation

1. The Contractor shall bill Clay County on a monthly basis by submitting an invoice by regular mail or a method of delivery agreed upon by the Contractor and Clay County. The invoices will provide for payment to Contractor within thirty (30) days.

2. As full compensation for the performance of the Contractor's obligations hereunder, Clay County, Mississippi will pay the Contractor pursuant to the bid rate corresponding to the occupied square footage of the building submitted by Contractor and accepted by Clay County in the amount of \$1,428.00 per month for a six month period in the amount of \$8,568.00. Other services are to be invoiced and paid as indicated on the Bid Form submitted by Service Master Restoration by OneCall. The Bid Form, attached as Exhibit "B", is hereby incorporated into and made a part of this agreement.

#### Duration

The duration of this agreement will be for a period of six (6) months from the date the agreement is executed by the parties.

#### Contractor Not an Employee of Clay County

All labor and supervision will be employees of the Contractor and the Contractor will pay all salaries, wages, expenses and related federal taxes, social security taxes, state and local taxes, unemployment taxes, and other similar taxes which apply to such employees.

#### Insurance

1. Contractor shall at all times during the term of this agreement obtain and maintain in effect the following insurance: Workmen's Compensation with statutory limits, bodily injury with limits of \$500,000 for each person and \$500,000 for each occurrence, property damage with limits of \$1,000,000 per occurrence and an umbrella policy in the amount of \$4,000,000 to extend coverage beyond the aforesaid limits.
2. This insurance package should include "Janitorial Bonding" for additional protection with the Clay County Board of Supervisors named as an additional insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the Clay County Court Complex and the Clay County Board of Supervisors.

#### Damages and Repair

1. The County may, from time to time, issue equipment to the Contractor for use by its employees while on duty at the Court Complex. The cost to replace/repair any damage caused by Contractor personnel to such equipment beyond normal wear and/or usage will be the responsibility of the Contractor. Said equipment is not to be removed from the Court Complex building.
2. Contractor shall use no products, supplies or equipment which will result in damage or injury to the surface to which they are applied. Contractor shall be liable for restoring, repairing or replacing any equipment or surfaces so damaged. No Experimentation with products, supplies or equipment shall be performed at the Court Complex without prior written approval from the Clay County Sheriff. The selected Contractor will be

required to furnish MSD Sheets and an employee manual covering a Hazard Communication Program, a Hazard Assessment Plan and an Exposure Control Plan.

3. Contractor shall comply with all applicable laws and rules of federal, state and local governments.

#### Supervision and Quality Control

1. By executing this agreement Contractor affirms that Contractor's employees have been adequately trained.
2. Contractor agrees to provide and monitor a communications log for recorded complaints, special cleaning requests and instructions.
3. Contractor understands any and all documents and communications to which Contractor's employees or staff may have the capacity to observe or access during the term of this agreement may be of a sensitive nature and are to therefore be regarded as confidential. Any documents on sight are the sole property of Clay County, Mississippi, the disclosure of which may result in the automatic termination of this agreement at the sole discretion of the Clay County Board of Supervisors.

#### Employees – General Information

1. Rules and Regulations – All employees of the Contractor will be required to abide by a set of rules and regulations developed by the Contractor.
2. Contractor agrees that necessary steps have been taken to ensure its employees are trustworthy and that said employees have been made aware that they are subject to background checks during the tenure of this agreement.

#### Supplies and Equipment

1. Clay County shall provide hand towels, toilet tissue, plastic liners and hand soap. Contractor shall supply equipment and cleaning supplies. This equipment shall include mops, buckets, brooms, dusting equipment, vacuum cleaners and other equipment as needed.
2. Clay County reserves the right to require the Contractor to change products used, if the products being used do not achieve quality results.
3. Clay County will provide and maintain a trash service for Contractor's use at no charge to the Contractor.



### Labor Relations

1. Contractor will be responsible for labor relations of its employees. In the event the Contractor negotiates a contract with any employee or labor organization, the contract shall not obligate the Clay County Court Complex to Contractor's employees or to any labor organization on the termination of this agreement or at any other time.
2. In the event the Contractor knows or has reason to suspect that a labor dispute may prevent the timely performance under this agreement, all information concerning such dispute shall immediately be sent to the Sheriff and the Clay County Board of Supervisors.

### Indemnification

1. In addition to the liability imposed by law upon the Contractor due to other damage to property or personal injury (including death) arising from its assumption of operations under this agreement, Contractor hereby agrees to defend, indemnify and save the Clay County Court Complex, its agents, employees, officers and directors harmless against any and all loss, damage, liability, claims, demands or costs (including attorney fees) resulting from injury or harm to persons or property (including, without limitation, Contractor's employees or property) excepting only such injury or harm as may have been caused solely by the willful misconduct or gross negligence of the Clay County Court Complex or its agents, officers, directors or employees.
2. Contractor's activities shall be deemed to include those of sub-contractors.

### Assignment

1. Clay County shall have the right to assign this agreement to any successor or to any associated or affiliated entity of the company without securing the consent of the Contractor and may grant to such assignee the same rights and privileges it enjoys pursuant to this agreement.
2. The Contractor shall not assign or otherwise transfer its rights or obligations under this agreement without the prior written consent of Clay County. Consent will not be unreasonably withheld. Any attempted assignment not consented to in the manner as prescribed herein shall, at the option of Clay County, be null and void.

### Termination

1. This agreement shall become effective and shall continue in full force and effect as of the date on which the service company commences its duties hereunder for a period of six (6) months.
2. However, either party may terminate this agreement prior to such date with or without cause by giving thirty (30) days written notice one to the other.

3. This agreement may continue month-to-month after the expiration of the initial six months term at the discretion of the County.
4. Clay County reserves the right to terminate this agreement immediately due to the following situations:
  - (a) Upon notification that Contractor has filed a voluntary petition in bankruptcy or is seeking similar relief in another forum, that Contractor is the debtor identified in an involuntary petition in bankruptcy or if Clay County, Mississippi has reasonable grounds to believe that Contractor is insolvent and has committed an act of bankruptcy;
  - (b) Should any actions by the Contractor or the Contractor's personnel disrupt in any manner Clay County's ability to conduct business or interfere with the normal operations of any tenant; and
  - (c) Any claim for future damages against Clay County, Mississippi for failing to fulfill the terms of this agreement or to give the prescribed amount of notice to terminate shall be limited to those damages occurring during or resulting from Clay County's failure to provide Contractor with the prescribed notice.

#### Non-Waiver

Forbearance or neglect on the part of Clay County, Mississippi to insist upon compliance by the Contractor with the terms of the agreement shall not be construed or constitute a waiver of its rights hereunder.

#### Governing Law

This agreement shall be construed and interpreted in accordance with the laws of the State of Mississippi. In the event of a dispute, it is hereby agreed that all negotiations and acts giving rise to the execution of this agreement occurred within the boundaries and confines of Clay County, Mississippi.

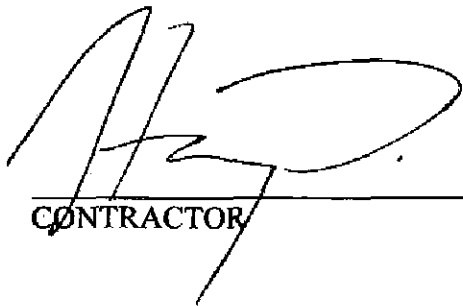
#### Entire Agreement

1. This agreement, including the service schedule attached as Exhibit A and Bid Form attached as Exhibit B, shall be deemed to contain all terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this agreement shall be considered to exist or bind the parties.
2. This agreement incorporates all changes agreed upon by and between the parties and supersedes any prior oral discussions, representations, or stipulations.

Severability

If any provision of this agreement shall be held invalid, such invalidity shall not affect other provisions of this agreement which can be given effect without the invalid provision.

IN WITNESS WHEREOF, the parties have signed this agreement this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.



\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
SHELTON L. DEANES  
PRESIDENT

CLAY COUNTY BOARD OF  
SUPERVISORS

ATTEST:

\_\_\_\_\_  
AMY G. BERRY  
CHANCERY CLERK

### Service Schedule

Janitorial services will be provided to all areas of the building.

*For the office areas, kitchen areas, staff break rooms and meeting rooms:*

Each Cleaning Day:

Empty all waste containers and replace soiled basket liners as required.

Wipe spillage from trash can tops.

Remove all designated trash to disposal areas.

Empty recycling and take to recycle center.

Break down cardboard and deposit in recycling dumpster.

Damp wipe, clean and disinfect all tables. Dust all tops of furniture, window ledges, telephones, file cabinets and other horizontal surfaces.

Wash both sides of glass doors.

Remove fingerprints from around doors and light switches.

Power vacuum high traffic areas.

Dust mop all floors. Damp mop to remove spillage.

Weekly:

Dust all lower areas of chairs, file cabinets, desks, etc.

Dust tops of picture frames and high ledges.

Monthly:

Spray buff all resilient tile and hard surface floors.

Clean all baseboards and doorjambs.

Power vacuum upholstered furniture.

Twice Per Year:

Strip and refinish all tile floors as needed. Buff to shine.

Clean all baseboards and doorjambs.

Vacuum all ceiling air vents.

Dust with treated cloths all wood/wall surfaces.

*For the Public and Staff Bathrooms:*

Each Cleaning Day:

Empty and clean waste receptacles.

Replenish all paper towel, toilet tissue and hand soap dispensers.

Dust all ledges, dispensers and partitions.

**“EXHIBIT A”**

Each Cleaning Day Cont.:

Clean top, bottom and side surfaces, inside and out, of all stools and urinals using a disinfectant cleaner.

Clean both sides of stool seats using a disinfectant cleaner.

Clean wash basins inside and out.

Clean mirrors and counter tops.

Mop all floors using a disinfectant cleaner.

Clean both sides of doors to restrooms.

Report to supervisor any malfunctioning of equipment.

Weekly:

Wipe down all partitions, doors and walls using a disinfectant cleaner.

Clean stools and urinals with non-acid bowl cleaner as needed.

Pour water into floor drain units.

Monthly:

Scrub restroom floors.

High dust or vacuum all walls and air diffusers.

Damp wipe and clean wall tile using a disinfectant cleaner.

*For the Lobby/Entry Areas:*

Each Cleaning Day:

Empty and clean trash receptacles.

Power vacuum carpets.

Clean and disinfect all drinking fountains.

Clean both sides of entrance doors and maintain metal around the doors.

Clean all directory glass areas.

Weekly:

Dust all top ledges and walls.

Power vacuum upholstered furniture.

Twice Per Year:

Strip and refinish floors as needed.

Quarterly:

High dust all wall areas.

*For Circuit Courtrooms A and B:*

Circuit Court is held daily for two consecutive weeks during the months of January, April, July and October.

Each Cleaning Day During Terms of Court:

Empty all waste containers and replace soiled basket liners as required.

Check floors for debris and trash.

Wipe down and realign Judges' benches, spectator benches and counsels' tables.

Twice Per Week During Terms of Court:

Mop and/or vacuum all floors.

Dust all ledges and courtroom furniture.

*For Justice Courtroom*

Twice Per Week:

Empty all waste containers and replace soiled basket liners as required.

Mop and/or vacuum all floors.

Wipe down and realign Judge's bench, spectator benches and counsel's tables.

Dust all ledges and courtroom furniture.

**Carpet Cleaning**

1. Vacuum the high traffic areas of carpet each visit with the entire carpet being done two (2) times per week.
2. Carpet cleaning will be done once a year

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