

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 2nd day of February, 2015, at 9 00 a m , and present were Lynn Horton, President, Luke Lummus, Shelton Deanes and Floyd McKee Also present were Amy G Berry, Clerk of the Board, Bob Marshall, Board Attorney, and Eddie Scott, Sheriff of Clay County, when and where the following proceedings were as determined to wit,

NO _____

**IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE
BOARD OF SUPERVISORS MEETING HELD ON FEBRUARY 5, 2015**

There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on February 5, 2015

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

- BCAP Program
- Luke Lummus
- Election Commissioners

After motion by Shelton Deanes and second by Floyd McKee the Board doth vote unanimously to adopt the agenda as presented and to approve the agenda as amended

SO ORDERED this the 5th day of February, 2015



President

A RESOLUTION
Selecting the
GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT
To Administer
Community Development Block Grant #1131-14-013-PF-01

WHEREAS, the Clay County has been awarded the Community Development Block Grant referenced above by the Mississippi Development Authority, and

WHEREAS, said Board of Supervisors has determined that it will be in the best interest of Clay County to secure professional services in administration of said project, and

WHEREAS, said Board of Supervisors has determined that the Golden Triangle Planning and Development District is capable of administering said grant in the best interest of Clay County for the following reasons

The Golden Triangle Planning and Development District has sufficient professional staff to administer the grant in a competent and timely manner,

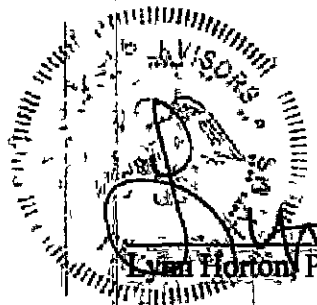
The Golden Triangle Planning and Development District has experience in successfully administering comparable grants,

The Golden Triangle Planning and Development District has provided acceptable services to the Clay County Board of Supervisors over a period of twenty years in dealing with intergovernmental programs,

The Golden Triangle Planning and Development District agrees to provide administrative services on a cost reimbursement basis, not to exceed \$40,000 to be derived from the Community Development Block Grant funds

THEREFORE, BE IT RESOLVED, that the Clay County Board of Supervisors does hereby select the Golden Triangle Planning and Development District as Administrator of the above referenced Community Development Block Grant, according to the terms of the contract agreed upon by Clay County and the Golden Triangle Planning and Development District

SO ORDERED, this the 5th day of February 2015, by the Clay County Board of Supervisors in regular session



Lyman Horton, President

CONTRACT FOR ADMINISTRATIVE SERVICES

between the

Golden Triangle Planning and Development District, Inc

and

Clay County, Mississippi

THIS CONTRACT, entered into the 5th day February 2015 by and between Clay County, hereinafter referred to as the "Recipient", and the Golden Triangle Planning and Development District, Inc (a non-profit corporation organized and existing under the laws of the State of Mississippi), Starkville, Mississippi, hereinafter referred to as the "District"

IT IS HEREBY AGREED that the Recipient has received funding approval under the Mississippi Community Development Block Grant Program, Grant Number 1131-14-013-PF-01 from the State of Mississippi, hereinafter referred to as the "State", in the sum of \$426,700 for the purpose of public facility infrastructure (water improvements for Siloam Water Association). Matching funds for this project are as follows: Appalachian Regional Commission (ARC) grant - \$75,000, local cash provided by Siloam Water Association - \$50,000, in-kind services provided by Siloam Water Association - \$42,771. The total project cost is \$594,471.00.

The above-mentioned Community Development Block Grant Program which is now controlled by the State is a program of the United States Department of Housing and Urban Development, hereinafter referred to as "HUD"

I Scope of Services

The work to be performed by the District includes services generally performed in the administration of the Mississippi Community Development Block Grant Program (CDBG), including, but not limited to

- A Project administration, program general administrative services and financial management services consistent with CDBG program guidelines and policies,
- B Records maintenance,
- C Monitoring of compliance with HUD Fair Labor Standards and Equal Opportunity Provisions, and preparation of performance reports and close-out documents,
- D Representation of the Recipient before the State, HUD, and other governmental agencies concerned with the Mississippi Community Development Block Grant Program, and
- E Environmental Review Record preparation

II Type of Contract

This is a professional services contract and does not include payment for or costs involved in providing the Recipient with legal, audit, appraisal, engineering, surveying, architectural, additional planning services, and labor or materials for demolition and site clearance work of any kind.

III Services Provided by Recipient to District

The District, through its authorized representatives, shall have access to all files and records relating to this Community Development Block Grant Program. The Recipient shall also furnish normal assistance required for expeditious completion of the work to be done by the District under the term of this contract to consist of, in part, occasional work space and office facilities to include typing, local telephone service, copying service, message center, forms and information distribution.

IV Time of Performance

The administrative services of the District are effective on the 29th day of September 2014, and will continue until all of Grant Number 1131-14-013-PF-01 activities have been satisfactorily and finally closed out, or may be terminated by either party following thirty (30) days written notice.

V Compensation

It is agreed that the total compensation to be paid to the District for all services rendered to the Recipient under this contract shall not exceed \$40,000 (\$5,000 application preparation, \$35,000 general administration). Services will include administrative and clerical salaries with attendant fringe and indirect costs, travel at the IRS standard rate, and any incidental direct costs, i.e. office supplies, printing.

VI Method of Payment

Payment shall be made to the District not less frequently than monthly after receipt by the Recipient of an invoice from the District. Documentation of expenses shown on such invoices will be maintained in the files of the District and available for inspection upon request of all parties involved in this contract.

VII Terms and Conditions

This contract is subject to and incorporates the provisions of 24 CFR 570.496, any applicable Federal law relating to the Mississippi Community Development Block Grant Program, and Assurances attached to the State of Mississippi Grant Agreement, as well as provisions herein identified as "Part II, Terms and Conditions".

VIII Section 3

The Contracted Party will comply with section 3 of the Housing and Urban Development Act of 1968, as amended (12 U S C 17010) requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project

Section 3 residents are defined as 1) residents of public housing, or 2) individuals that reside in the metropolitan area or non-metropolitan county in which the section 3 covered assistance is expended and meet the definition of a low-or very low-income person as defined by HUD -

Section 3 business concerns are defined as one of the following 1) businesses that are 51 percent or more owned by section 3 residents, 2) businesses whose permanent, full-time employees include persons, at least 30 percent of whom are current section 3 residents or were section 3 residents within 3 years of the date of first employment with the business concern, or 3) businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in the two previous categories.

§ 135 38 Section 3 clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause)

A The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U S C 1701u (Section 3) The purpose of section 3 is to insure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons; particularly persons who are recipients of HUD assistance for housing

B The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations

C The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin

D The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an

application provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

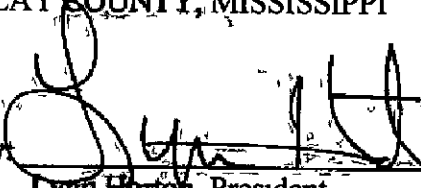
E. The contract will certify that any vacant employment positions, including training positions, that are filled, (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to the Indian Organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with 7(b).

IN WITNESS WHEREOF, the Clay County Board of Supervisors and the Golden Triangle Planning and Development District, Inc., have executed this Contract by and through their duly authorized officers, signatures and official seals, on the date hereinabove first written.

CLAY COUNTY, MISSISSIPPI

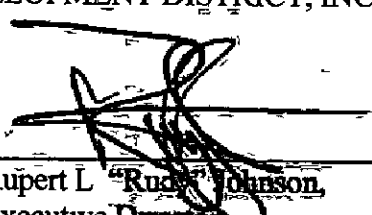
By 
Lynn Horton, President

Attest


Amy S. Berry, Chancery Clerk

(SEAL)

GOLDEN TRIANGLE PLANNING AND
DEVELOPMENT DISTRICT, INC.

By 
Rupert L. "Rudy" Johnson,
Executive Director

Attest


(SEAL)

PART II

TERMS AND CONDITIONS

1- Termination of Contract for Cause

If, through any cause, the District shall fail to fulfill in timely and proper manner its obligations under this contract, or if the District shall violate any of the covenants, agreements, or stipulations of this contract, the Recipient shall thereupon have the right to terminate this contract by giving written notice to the District of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the District under this contract shall, at the option of the Recipient, become its property, and the District shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the District shall not be relieved of liability to the Recipient for damages sustained by the Recipient by virtue of any breach of the contract by the District, and the Recipient may withhold any payments to the District for the purpose of set off until such time as the exact amount of damages due the Recipient from the District is determined.

2 Termination for Convenience of the Recipient

The Recipient may terminate this contract at any time by a notice in writing from the Recipient to the District. If the contract is terminated by the Recipient as provided therein, the District will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the District covered by this contract, less payments of compensation previously made, provided, however, that if less than sixty percent of the services covered by this contract have been performed upon the effective date of such termination, the District shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the District during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract were terminated due to the fault of the District, compensation would be for hours actually worked upon date of termination in accordance with Schedule of Rates, Part I, Section V.

3. Changes

The Recipient may, from time to time, request changes in the Scope of Services of the District to be performed hereunder. Such changes, including any increase or decrease in the amount of the District's compensation, which are mutually agreed upon by and between the Recipient and the District, shall be incorporated in written amendments to this contract.

4 - Energy

This contract is subject to mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, issued in compliance with the Energy Policy and Conservation Act (P O 94-163)

5 Anti-Kickback Rules

Salaries of architects, draftsmen, technical engineers, and technicians performing work under this contract shall be paid unconditionally and not less often than once a month without deduction or rebate of any amount except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat 498, 62 Stat 740, 63 Stat 198, Title 18, U S C , Section 874, and Title 40 U S C , Section 276c) and Department of Labor Regulations (29 CFR, Part 2) The District shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder, except as the Secretary of Labor may specifically provide for variations of or exceptions from the requirements thereof The District will meet those specific contract conditions of A-102 not directly addressed in this contract as the Scope of Services may dictate

6 Equal Employment Opportunity

During the performance of this contract, the District agrees to comply with its approved Affirmative Action Plan and all provisions of Executive order 11246 of September 24, 1975, entitled, "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor regulations

7 Interest of Members of the Recipient

No member of the governing body of the Recipient, and no other officer, employee, or agent of the Recipient who exercises any functions or responsibilities in connection with the carrying out of the program, to which this contract pertains, shall have any personal interest, direct or indirect, in this contract

8 Availability of Books and Records

The Recipient HUD, the State, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the District which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts The District shall maintain all records pertaining to this contract for a period of not less than three (3) years

9. Section Three

To the greatest extent possible, opportunities for training and employment will be given to lower income residents of the project area, and contracts for work in connection with the project will be awarded to eligible business concerns located in, or owned in substantial part, by persons residing in the area of the project.

10. Attachment O. OMB Circular A-102, Assurances

No employee who exercises any functions or responsibilities in connection with the carrying out of the program, to which this contract pertains, will be paid compensation that exceeds the daily rate of GS-18

Part 2 Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s) I the undersigned officer of the responsible entity certify that

- 1 The responsible entity has fully carried out its responsibilities for environmental review decision making and action pertaining to the project(s) named above
- 2 The responsible entity has assumed responsibility for and complied with and will continue to comply with the National Environmental Policy Act of 1969 as amended and the environmental procedures permit requirements and statutory obligations of the laws cited in 24 CFR 58.5 and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws
- 3 After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request I have found that the proposal ☐ did ☒ did not require the preparation and dissemination of an environmental impact statement
- 4 The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure
- 5 The dates for all statutory and regulatory time periods for review comment or other action are in compliance with procedures and requirements of 24 CFR Part 58
- 6 In accordance with 24 CFR 58.71(b) the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project

As the duly designated certifying official of the responsible entity I also certify that

- 7 I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review decision-making and action that have been assumed by the responsible entity
- 8 I am authorized to and do accept on behalf of the recipient personally the jurisdiction of the Federal courts for the enforcement of all these responsibilities in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer

President, Clay County

Date signed

01/06/2015

Address of Certifying Officer

Clay County
Post Office Box 815
West Point, MS 39773

Part 3 To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b)

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

Date signed

Warning HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012, 31 U.S.C. 3729, 3802)

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NO.

**IN THE MATTER OF APPROVING THE ENGINEERING CONTRACT WITH
CALVERT SPRADLING ENGINEERS, INC**

There came on this day for consideration the matter of approving the engineering contract with Calvert Spradling Engineers, Inc

After motion by Luke Lummus and second by Floyd McKee this Board doth vote unanimously to authorize and approve of the engineering contract as attached hereto as Exhibit A with Calvert Spradling Engineers, Inc in the amount of \$65,000 00 services to be provided for the Siloam Water Association Project

SO ORDERED this the 5th day of February, 2015



President

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

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

EJCDC 

ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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EJCDC

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between

Siloam Water Association ("Owner") and

Calvert-Spradling Engineers, Inc ("Engineer")

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows

New Water Well ("Project")

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

CSE # 213004

CDBG/ARC Funding

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. Owner shall have the responsibilities set forth herein and in Exhibit B

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to

Page 1

EJCDC E-500 Agreement Between Owner and Engineer for Professional Services
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Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3 01 *Commencement*

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

3 02 *Time for Completion*

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

ARTICLE 4 – INVOICES AND PAYMENTS

4 01 *Invoices*

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

4 02 *Payments*

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

- 1 amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
- 2 Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C *Disputed Invoices* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

D *Legislative Actions* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges, such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6 01 *Standards of Performance*

- A *Standard of Care* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B *Technical Accuracy* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C *Consultants* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D *Reliance on Others* Subject to the standard of care set forth in Paragraph 6 01 A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E *Compliance with Laws and Regulations and Policies and Procedures*
 - 1 Engineer and Owner shall comply with applicable Laws and regulations.
 - 2 Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6 01 A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3 This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint

Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J

- H Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work
- I Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents
- J Engineer shall not provide or have any responsibility for surety bonding, or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements
- K Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work, or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer
- L While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing

6 02 *Design Without Construction Phase Services*

- A Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1 05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1 05.

6 03 *Use of Documents*

- A All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants

- B Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose without written verification or adaptation by Engineer, (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants, (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer, and (4) such limited license to Owner shall not create any rights in third parties.
- F If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Insurance

- A Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies, and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05. *Suspension and Termination*

A. *Suspension*

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

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

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
- 3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05 B 1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03-E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D 1, to invoice Owner and to payment of a reasonable amount for services and expenses directly

6 09 *Environmental Condition of Site*

- A Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location
- B Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site
- C If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations
- D It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations
- E If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both, or (2) terminating this Agreement for cause on 30 days notice
- F Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement

6 10 *Indemnification and Mutual Waiver*

- A ***Indemnification by Engineer*** To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

- B *Indemnification by Owner* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability
- C *Environmental Indemnification* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct
- D *Percentage Share of Negligence* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals
- E *Mutual Waiver* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project

6.11 *Miscellaneous Provisions*

- A *Notices* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt
- B *Survival* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason
- C *Severability* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision
- D *Waiver* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement

- E *Accrual of Claims* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion

ARTICLE 7 - DEFINITIONS

7 01 *Defined Terms*

- A Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions

- 1 *Additional Services* - The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement
- 2 *Agreement* - This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8 01 and any duly executed amendments
- 3 *Asbestos* - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration
- 4 *Basic Services* - The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement
- 5 *Construction Contract* - The entire and integrated written agreement between Owner and Contractor concerning the Work
- 6 *Construction Cost* - The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling or auditing services, interest or financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs
- 7 *Constituent of Concern* - Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq ("CERCLA"), (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq, (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq ("RCRA"), (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq, (e) the Clean Water Act, 33 U.S.C. §§1251 et seq, (f) the Clean Air Act, 42 U.S.C. §§7401 et seq, and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material

- 8 *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project, as Engineer's independent professional associates and consultants, subcontractors, or vendors
- 9 *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents
- 10 *Contractor* – The entity or individual with which Owner has entered into a Construction Contract
- 11 *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement
- 12 *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined
- 13 *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver
- 14 *Engineer* – The individual or entity named as such in this Agreement
- 15 *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time
- 16 *Laws and Regulations, Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction
- 17 *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project
- 18 *PCBs* – Polychlorinated biphenyls
- 19 *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils
- 20 *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part

- 21 *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq) as amended from time to time
- 22 *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction
- 23 *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project
- 24 *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D
- 25 *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged
- 26 *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor, and submitted by Contractor to illustrate some portion of the Work
- 27 *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor
- 28 *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto
- 29 *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site
- 30 *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof
- 31 *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor

- 32 **Total Project Costs** – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
- 33 **Work** – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8 01 Exhibits Included

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work. (Not Included)
- F. Exhibit F, Construction Cost Limit. (Not Included)
- G. Exhibit G, Insurance. (Not Included)
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions 10 Pages.
- K. Exhibit K, Amendment to Owner-Engineer Agreement. (Not Included)

8 02 Total Agreement

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This

Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04,

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner

Silom Water Association

By

Ida Orr

Title

Ida Orr, President

Date

Signed

Sponsor - Clay County Board of Supervisors

By

Title

Floyd McKee, President

Date Signed

2/15/05

Address for giving notices

P O Box 224

West Point

MS 39773

Designated Representative (Paragraph 8 03 A)

Ida Orr

Title

President

Phone Number

662-494-1852

Facsimile Number

662-494-8903

E-Mail Address

Engineer

Calvert Spradling Engineers, Inc

By

Robert L. Calvert

Title

Robert L. Calvert, President

Date

Signed

Engineer License or Firm's

Certificate No Stanley J.

Spradling, P.E. 7101

State of

MS

Address for giving notices

P O Drawer 1078

West Point

MS 39773

Designated Representative (Paragraph 8 03 A)

Stanley J. Spradling

Title

P.E.

Phone Number

662-494-7101

Facsimile Number

662-494-8549

E-Mail Address

sspradling@bellsouth.net

Engineer's Services

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

Engineer shall provide Basic and Additional Services as set forth below

PART 1 – BASIC SERVICES

A1 01 Study and Report Phase

A Engineer shall

- 1 Consult with Owner to define and clarify Owner's requirements for the Project and available data
- 2 Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services
- 3 Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment
- 4 Identify and evaluate 0 alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project
- 5 Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends For each recommended solution Engineer will provide the following, which will be separately itemized opinion of probable Construction Cost, proposed allowances for contingencies, the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants, and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs
- 6 Perform or provide the following additional Study and Report Phase tasks or deliverables None
- 7 Furnish 3 review copies of the Report and any other deliverables to Owner within 90 calendar days of the Effective Date and review it with Owner Within 30 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables

- 8 Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish 3 copies of the revised Report and any other deliverables to the Owner within 60 calendar days of receipt of Owner's comments

B Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner

A1 02 Preliminary Design Phase

A After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall

- 1 Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project
- 2 Provide necessary field surveys and topographic and utility mapping for design purposes
Utility mapping will be based upon information obtained from utility owners
- 3 Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services
- 4 Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs
- 5 Perform or provide the following additional Preliminary Design Phase tasks or deliverables
None
- 6 Furnish 3 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 90 calendar days of authorization to proceed with this phase, and review them with Owner Within 30 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables
- 7 Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 3 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 60 calendar days after receipt of Owner's comments

B Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner

A1 03 *Final Design Phase*

A After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall

- 1 Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor
- 2 Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project, assist Owner in consultations with such authorities, and revise the Drawings and Specifications in response to directives from such authorities
- 3 Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer
- 4 Perform or provide the following additional Final Design Phase tasks or deliverables None
- 5 Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents Within 30 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6 01 G, instructions for revisions
- 6 Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit 3 final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 60 calendar days after receipt of Owner's comments and instructions

B Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1 03 A 6 have been delivered to Owner

C In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently

- D The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1 04 *Bidding or Negotiating Phase*

- A After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall
- 1 Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents
 - 2 Issue addenda as appropriate to clarify, correct, or change the bidding documents
 - 3 Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors
 - 4 Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents
 - 5 If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02 A.2 of this Exhibit A.
 - 6 Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work
 - 7 Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables None
- B The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement)

A1 05 *Construction Phase*

- A Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall
- 1 *General Administration of Construction Contract* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's

instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing

- 2 *Resident Project Representative (RPR)* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
- 3 *Selecting Independent Testing Laboratory* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.
- 4 *Pre-Construction Conference* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
- 5 *Schedules* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- 6 *Baselines and Benchmarks* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- 7 *Visits to Site and Observation of Construction* In connection with observations of Contractor's Work while it is in progress:
 - a Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe, as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an

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

- 8 *Defective Work* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 9 *Clarifications and Interpretations, Field Orders* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- 10 *Change Orders and Work Change Directives* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
- 11 *Shop Drawings and Samples* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- 12 *Substitutes and "or-equal"* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
- 13 *Inspections and Tests* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests,

and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

- 14 *Disagreements between Owner and Contractor* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work, review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 15 *Applications for Payment* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review; that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to

Contractor's ~~furnishing and performing~~ the Work. It will also not impose responsibility on Engineer ~~to make any examination~~ to ascertain how or for what purposes Contractor has used the ~~moneys paid on account~~ of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

- 16 *Contractor's Completion Documents* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.
 - 17 *Substantial Completion* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
 - 18 *Additional Tasks* Perform or provide the following additional Construction Phase tasks or deliverables: None.
 - 19 *Final Notice of Acceptability of the Work* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B *Duration of Construction Phase* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C *Limitation of Responsibilities* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible

for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents

A1 06 *Post-Construction Phase*

A Upon written authorization from Owner during the Post-Construction Phase Engineer shall

- 1 Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any
- 2 Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction
- 3 Perform or provide the following additional Post-Construction Phase tasks or deliverables
None

B The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period

PART 2 - ADDITIONAL SERVICES

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

A If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below

- 1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project, preparation or review of environmental assessments and impact statements, review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others, and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project
- 2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others
- 3 Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control

- 4 Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1 01 A 4
- 5 Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer
- 6 Providing renderings or models for Owner's use
- 7 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses, the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals, assistance in obtaining financing for the Project, evaluating processes available for licensing, and assisting Owner in obtaining process licensing, detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner
- 8 Furnishing services of Consultants for other than Basic Services
- 9 Services attributable to more prime construction contracts than specified in Paragraph A1 03 D
- 10 Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office
- 11 Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner, and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes
- 12 Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof
- 13 Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F
- 14 Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1 05 A 6, and any type of property surveys or related engineering services needed for the transfer of interests in real property, and providing other special field surveys
- 15 Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor
- 16 Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations

- 17 Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner
- 18 Preparation of operation and maintenance manuals
- 19 Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project
- 20 Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner
- 21 Assistance in connection with the adjusting of Project equipment and systems
- 22 Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems
- 23 Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping
- 24 Overtime work requiring higher than regular rates
- 25 Other services performed or furnished by Engineer not otherwise provided for in this Agreement

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

A Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

- 1 Services in connection with work change directives and change orders to reflect changes requested by Owner
- 2 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items, services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project, evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract
- 3 Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages
- 4 Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site

- of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion
 6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
 7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1 05-B.
 8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
 9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

Owner's Responsibilities

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

B2 01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense

- A Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications, and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable
- B Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site
- C Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following
 - 1 Property descriptions
 - 2 Zoning, deed, and other land use restrictions
 - 3 Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points
 - 4 Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof
 - 5 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas
 - 6 Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto
- D Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the

scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor

- E Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required
- F Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement
- G Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto
- H Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project
- I Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project
 - 1 Accounting, bond and financial advisory independent cost estimating, and insurance counseling services
 - 2 Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests
 - 3 Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid
- J Place and pay for advertisement for Bids in appropriate publications
- K Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review
- L Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs
- M If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties responsibilities, and authority of Engineer

N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.

P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.

Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

S. Perform or provide the following additional services None

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____

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

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

ARTICLE 2- OWNER'S RESPONSIBILITIES

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

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows

1. A Lump Sum amount of \$ 43,400.00, based on the following estimated distribution of compensation.
 - a. Study and Report Phase \$ 4,340.00
 - b. Preliminary Design Phase \$ 13,020.00
 - c. Final Design Phase \$ 13,020.00
 - d. Bidding and Negotiating Phase \$ 4,340.00
 - e. Construction Phase \$ 6,510.00
 - f. Post-Construction Phase \$ 2,170.00
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

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Exhibit C - Compensation Packet BC-1. Basic Services (other than RPR) - Lump Sum Method of Payment
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B *Period of Service* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted

COMPENSATION PACKET RPR-1.
Resident Project Representative – Lump Sum

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

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

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

1. Resident Project Representative Services: For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, the Lump Sum amount of \$ 22,100.00. The Lump Sum includes compensation for the Resident Project Representative's services, and for the services of any direct assistants to the Resident Project Representative. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Resident Project Representative's Services.
2. Resident Project Representative Schedule: The Lump Sum amount set forth in Paragraph C2.04.A.1 above is based on RPR services on an eight-hour workday Monday through Friday over a 180 day construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services.
3. Additional Project Representative Services: In the event the construction period exceeds 180 days, the engineer may be paid \$55.00 an hour for Project Representative Services for all hours over the 400 hours of RPR Services based on the hours the Project Representative Services are provided.

COMPENSATION PACKET AS-1

Additional Services – Standard Hourly Rates

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

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

A Owner shall pay Engineer for Additional Services, if any, as follows

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

B *Compensation For Reimbursable Expenses*

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

C *Other Provisions Concerning Payment For Additional Services*

- 1 Whenever Engineer is ~~entitled~~ to compensation for the charges of Engineer's Consultants, those charges shall be ~~the amounts~~ billed by Engineer's Consultants to Engineer times a factor of N/A

2. Factors The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit, associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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Exhibit C - Compensation Packet AS-1 - Additional Services -
Standard Hourly Rates Method of Payment

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

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

D1 01 Resident Project Representative

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

4. *Liaison*

- a Serve as Engineer's liaison with Contractor Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents
- b Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations
- c Assist in obtaining from Owner additional details or information, when required for proper execution of the Work

5. *Interpretation of Contract Documents* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer

6. *Shop Drawings and Samples*

- a Record date of receipt of Samples and approved Shop Drawings
- b Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination
- c Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer

7. *Modifications* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer Transmit to Contractor in writing decisions as issued by Engineer

8. *Review of Work and Rejection of Defective Work*

- a Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents
- b Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made, and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing inspection, or approval

9 *Inspections Tests, and System Start-ups*

- a Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups
- b Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof
- c Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups
- d Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer

10 *Records*

- a Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents
- b Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer
- c Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment
- d Maintain records for use in preparing Project documentation
- e Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer

11 *Reports*

- a Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals
- b Draft and recommend to Engineer proposed change orders, work change directives, and field orders Obtain backup material from Contractor

- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports
 - d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern
- 12 *Payment Requests* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work
- 13 *Certificates, Operation and Maintenance Manuals* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work
- 14 *Completion*
- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected
 - b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E)

G Resident Project Representative shall not

- 1 Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items)
- 2 Exceed limitations of Engineer's authority as set forth in this Agreement
- 3 Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers
- 4 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work

- 5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor
- 6 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer
- 7 Accept shop drawing or sample submittals from anyone other than Contractor
- 8 Authorize Owner to occupy the Project in whole or in part

This is **EXHIBIT H**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____.

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties

H6.08 Dispute Resolution

A *Arbitration* All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the American Arbitration Association rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.08 A will be specifically enforceable under prevailing law of any court having jurisdiction.

- 1 Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
- 2 All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$65,500 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$65,500 (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$65,500 (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.
- 3 The award rendered by the arbitrators shall be in writing, and shall include (i) a precise breakdown of the award, and (ii) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.
- 4 The award rendered by the arbitrators will be consistent with the Agreement of the parties and final and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.

- 5 If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6 08 A-5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

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

Limitations of Liability

Paragraph 6 10 of the Agreement is supplemented to include the following agreement of the parties

A Limitation of Engineer's Liability

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

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

For the purpose of clarification, the Contracted Party shall refer to the firm providing professional or construction services to the Grantee as specified in the contract to which this document is attached

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

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

2 Termination of Contract For Cause

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents

Notwithstanding the above, the contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined

3 Termination for Convenience of the Grantee

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

Party during the contract period which are directly attributable to the incomplete portion of the services covered by this Contract

4 **Records**

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

5 **Health and Safety Standards**

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

6 **Environmental Compliance**

Contracts, subcontracts, and sub grants of amounts in excess of \$1 00,000 shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 US C 1957 (h)), Section 508 of the Clean Water Act (33 US C 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the US EPA Assistant Administrator for Enforcement (EN-329)

7. **Energy Efficiency**

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

8 **Changes**

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

9 **Personnel**

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10 **Anti-Kickback Rules**

Contracts, subcontracts, and sub grants shall comply with all applicable requirements of the "Anti-Kickback Act" of June 13, 1934 (48 Stat 948, 62 Stat 740, 63 Stat 108, Title 18 D S C 874, and Title 40 U S C 276c).

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable "Anti-Kickback" regulations issued by the Secretary of Labor.

11 **Withholding of Salaries**

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

12 **Claims and Disputes Pertaining to Salary Rates**

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

13 **Equal Employment Opportunity**

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

14 **Anti-Discrimination Clauses**

The Contracted Party will comply with the following clauses

- 14 1 Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits,
- 14 2 Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services,
- 14 3 Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance and
- 14 4 Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U S C 6101 et seq) or with respect to an otherwise qualified

handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U S C 796) shall also apply to any such program or activity

15 **Section 3 Clause** (See Attachment A)

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U S C 17010) requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the project

16 **Discrimination Because of Certain Labor Matters**

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

17 **Compliance with Local Laws**

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

18 **Subcontracting**

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

19 **Assignability**

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

20

Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie

The Contracted Party will comply with Section 21-39-1, Mississippi Code Annotated (1972), which prohibits municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion of share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith

The Contracted Party will also be aware of and avoid any violation of Section 97-11-19, Mississippi Code Annotated (Supp 1982), which prescribes a criminal penalty for any public officer who has an interest in any contract passed by the board of which he is a member during the term he was a member and for one year thereafter

21 **Interest of Certain Federal Officers**

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

22 **Interest of Contractor**

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

23 **Political Activity**

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

24 **Davis-Bacon Act Requirements**

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

25 **Uniform Act Requirements**

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U S C 4630) as specified in regulation issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1

26 **Lead-Based Paint Requirements**

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

27 **Compliance with Office of Management and Budget**

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

28 **Flood Insurance Purchase Requirements**

The Contracted Party shall comply with the flood insurance purchase requirements of Section 102 (2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of 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, any other form of direct or indirect Federal assistance

29 **Historic Preservation**

The Contracted Party agrees to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 US C 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 US 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 (CFR part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties

30 **Program Monitoring**

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

31 **Discrimination Due to Beliefs**

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

32. **Confidential Findings**

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

Third-Party Contracts

Contracts, Subcontracts, and Subgrants of amounts in excess of \$2,000 shall include the following provisions.

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

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

ATTACHMENT A SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (24 CFR Part 135 38)

- 1 The work to be performed under this contract is ~~subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701 u (Section 3)~~ **The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance.**
- 2 The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 3 The contractor agrees to send each labor organization or representative or worker with which the contractor has collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. ~~The notice shall describe the Section 3 preference shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.~~
- 4 The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135 and agrees to take appropriate action as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice of knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- 5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- 6 Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of contract for default and debarment or suspension from future HUD assisted contracts.
- 7 With respect to work performed in connection with Section 3 covered Indian Housing assistance, Section 7(b) of the Indian Self-determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (2) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7 (b) agree to comply with Section 3 to the maximum extent feasible but not in derogation of compliance with Section 7 (b).

NO _____

**IN THE MATTER OF AUTHORIZING AND APPROVING THE UTILITY PERMIT
FOR PRUITT ROAD**

There came on this day for consideration the matter of authorizing and approving the utility permit for Pruitt Road

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve of the utility permit as attached hereto as Exhibit A for Four County Power Association to replace or relocate a utility line on Pruitt Road

SO ORDERED this the 5th day of February, 2015



President

PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT
FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY
WITHIN COUNTY ROAD RIGHT-OF WAY

PROJECT NO _____ COUNTY Clay

UTILITY NAME 4-County Electric Power Association

BY Rick Simpson Striking Technician
(Name & Company Title)

ADDRESS PO Box 351 Columbus MS 39703-0351, herein called APPLICANT,

proposes to construct 7.2 Kv distribution line
(Type of Facility)

along or across Priddy Rd Road, said facility to be
(Name of Road)

installed between Station No _____ and Station No _____ and within the road
right-of-way and hereby makes application to the County for the construction permit Attached hereto are
drawings or plans for the construction, which will not be changed or altered without approval of the Board of
Supervisors or its authorized representative

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its
facilities upon, across, under, over and along public roads and streets within the State of Mississippi, Applicant
agrees to comply with applicable provisions of S O P No SA II-2-8, Policy for the Accommodation of Utility
Facilities within the Rights of-Way of County Federal Aid and State Aid Roads (hereinafter referred to as the
Policy) promulgated by the State Aid Engineer and dated July 1, 2005, and which is hereby made a part of this
Application Agreement, and agrees to perform the construction according to the applicable industry code and
according to the plans and specifications for the project

The Applicant shall be responsible for future maintenance and repair of the facilities The Applicant shall
make future adjustments in, or relocate, the facilities located within the road right-of-way when required for road
widening, construction or maintenance and its right to reimbursement of its costs shall be in accordance with State
Laws affecting County roads in effect-at the time such adjustment or relocation is made Further, any
maintenance, repair, or construction shall be done in such a manner as to occasion no unreasonable interference
with the normal flow and safety of traffic

A general description of the size, type, nature, and extent of the Utility work to be done is as follows:

Relocate existing power line to road

The Applicant understands and agrees that, except as herein granted, no right, title, claim, or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not placed within the allowable horizontal and vertical limits as listed in the general provisions of the Policy, it will be adjusted to comply with same without cost to the County, unless the variance from the Policy has been approved by the granting of the Permit pursuant to this Application.

County agrees to the following stipulations:

- (1) To cooperate with the Utility Company in every way to avoid conflicts in the location, construction and maintenance of the County road and Utility Facility
- (2) To pursue any and all legal means to see that Policy Standards, except to the extent of any variance shown on the plans filed herewith and approved, are complied with in the facility installation
- (3) If the County/LSBP Engineer or other authorized representative of the Board of Supervisors approved the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the Applicant may proceed with the installation; if the drawings, sketches, and plans are not approved, he shall promptly notify the Applicant, and advise him of the reason or reasons. He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in compliance with the location and standards shown in the Policy and in this Agreement for the installation.
- (4) That all joint road construction and utility adjustment or relocation operations will comply with the requirements of Section S-105 06 and Section S-107 18, Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 edition (or current edition)
- (5) Should any terms or provision of this Agreement conflict with the Laws of the State of Mississippi, or the United States, or impair or deny to the Applicant or the County any right protected thereby, it shall be deemed amended to conform to said Laws.

WITNESS THE SIGNATURE OF THE APPLICANT this the 28th day of

January 2015

By: *Andy Thash*

Title: *System Planning Engineer*

AGREED TO AND APPROVED BY ORDER OF THE *Clay*

COUNTY BOARD OF SUPERVISORS this the 5th day of *February*

2015

By: *Robert L. Calvert*
County/LSBP Engineer

2015

Silvan Rd

Griffith Rd

Plot 2A

Plot 3A

Plot 4A

Plot 5A

Plot 6A

Plot 7A

Plot 8A

Plot 9A

Plot 12A

Pratt Rd

2 mile

4 mile



①

Proposed Pole 45-3
7A

Proposed Pole 45-3
8A

1/0 ACSR Primary @ 72 kv volts

2 ACSR Neutral @ 0 volts

24' min

33'

39'

40'

40'

R/W

R/W

-6.5'

-3

Pratt Rd

-3

-6.5'

②

Proposed Pole 45-3
13A

Proposed Pole
45-3
12A

1/0 ACSR Primary @ 72 kv volts

2 ACSR Neutral @ 0 volts

124' min

42'

40.5'

40'

40'

R/W

R/W

-6.5'

-4

Pratt Rd

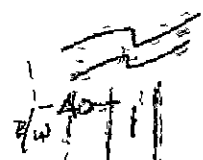
-3

-6.5'

210



2A



1/2 mile

Pole 16A

Existing Pole #187020

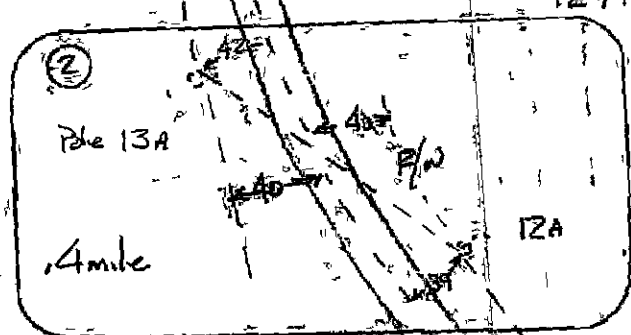
Pole 15A

Pole 14A

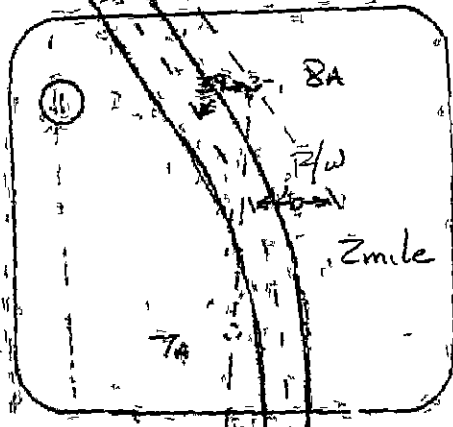
5 mile

Existing Pole #92994

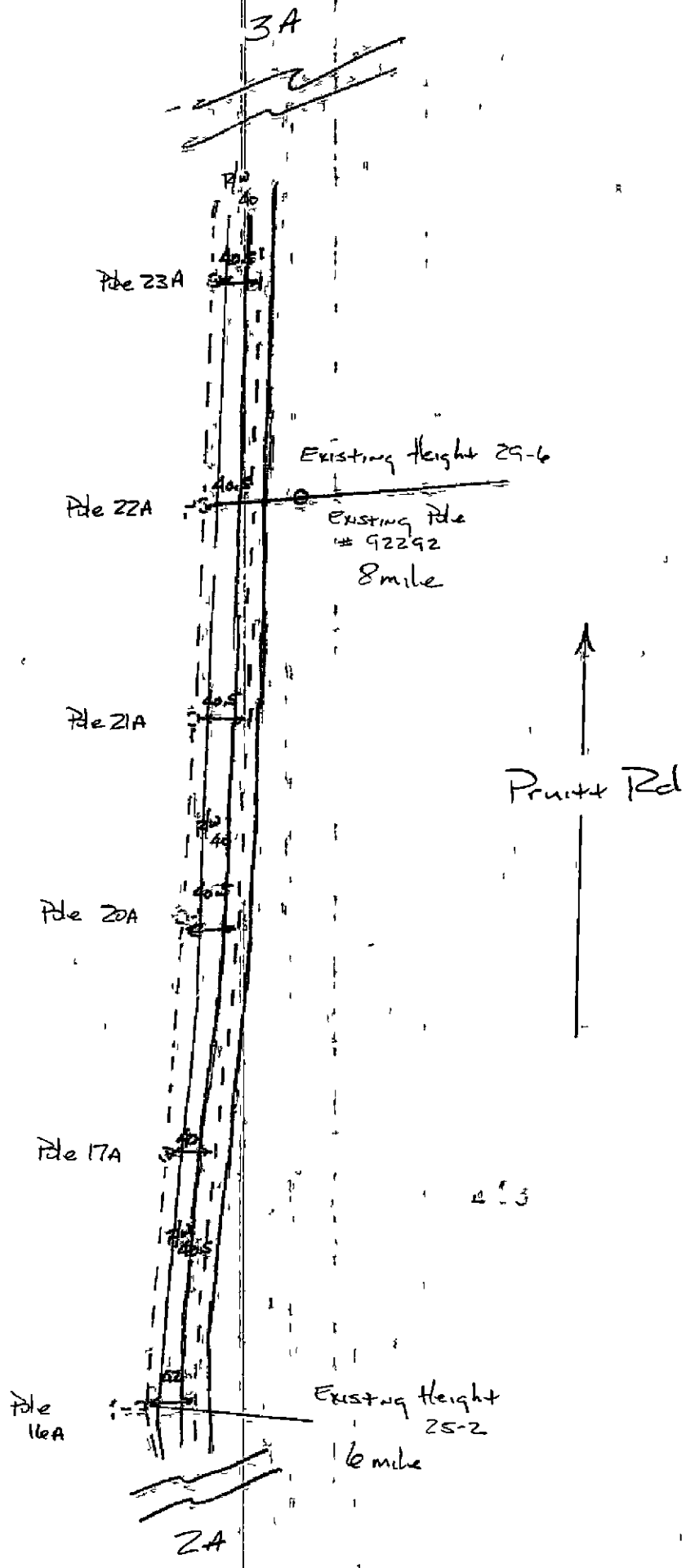
Pruitt Rd

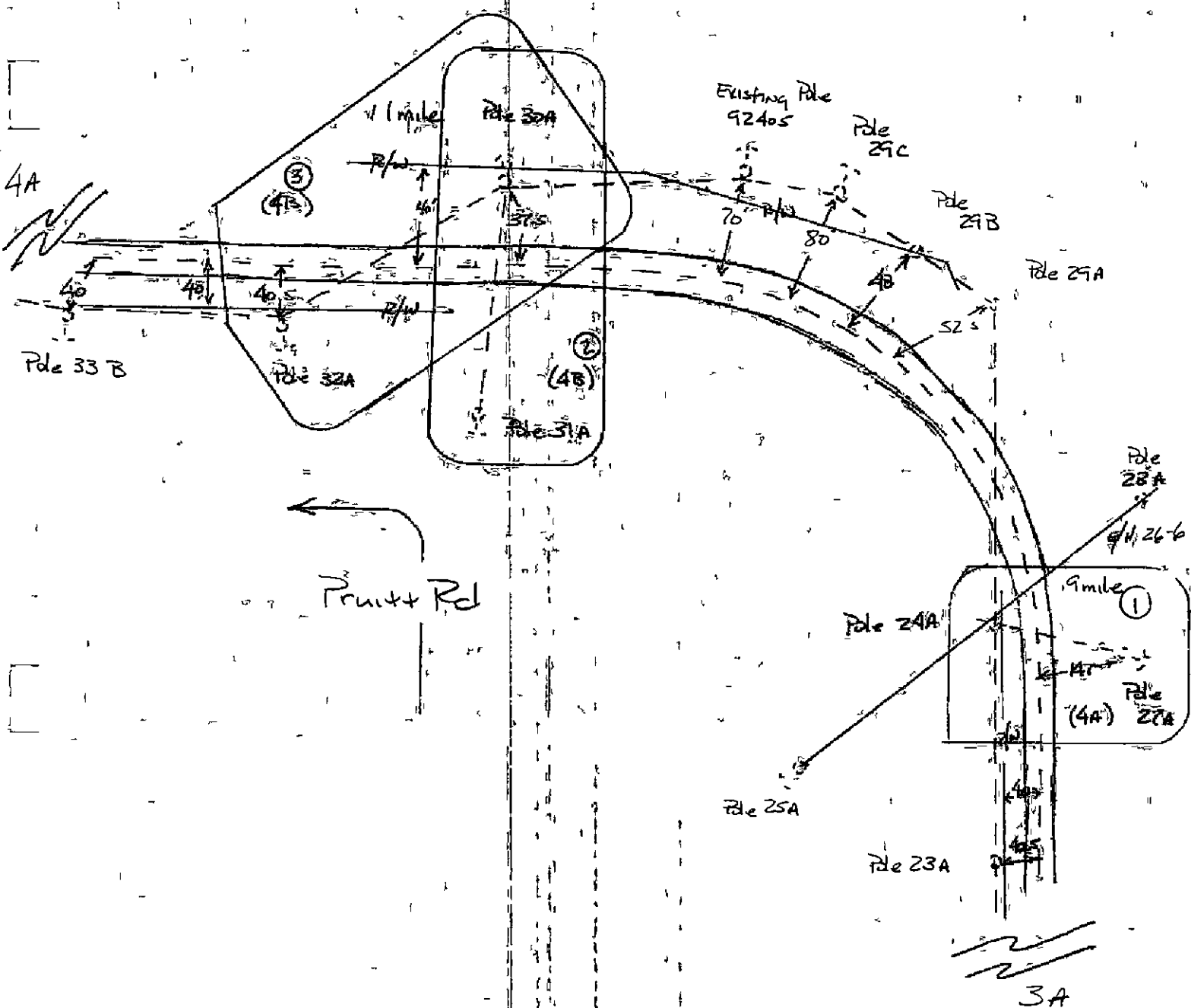


9AA



1A

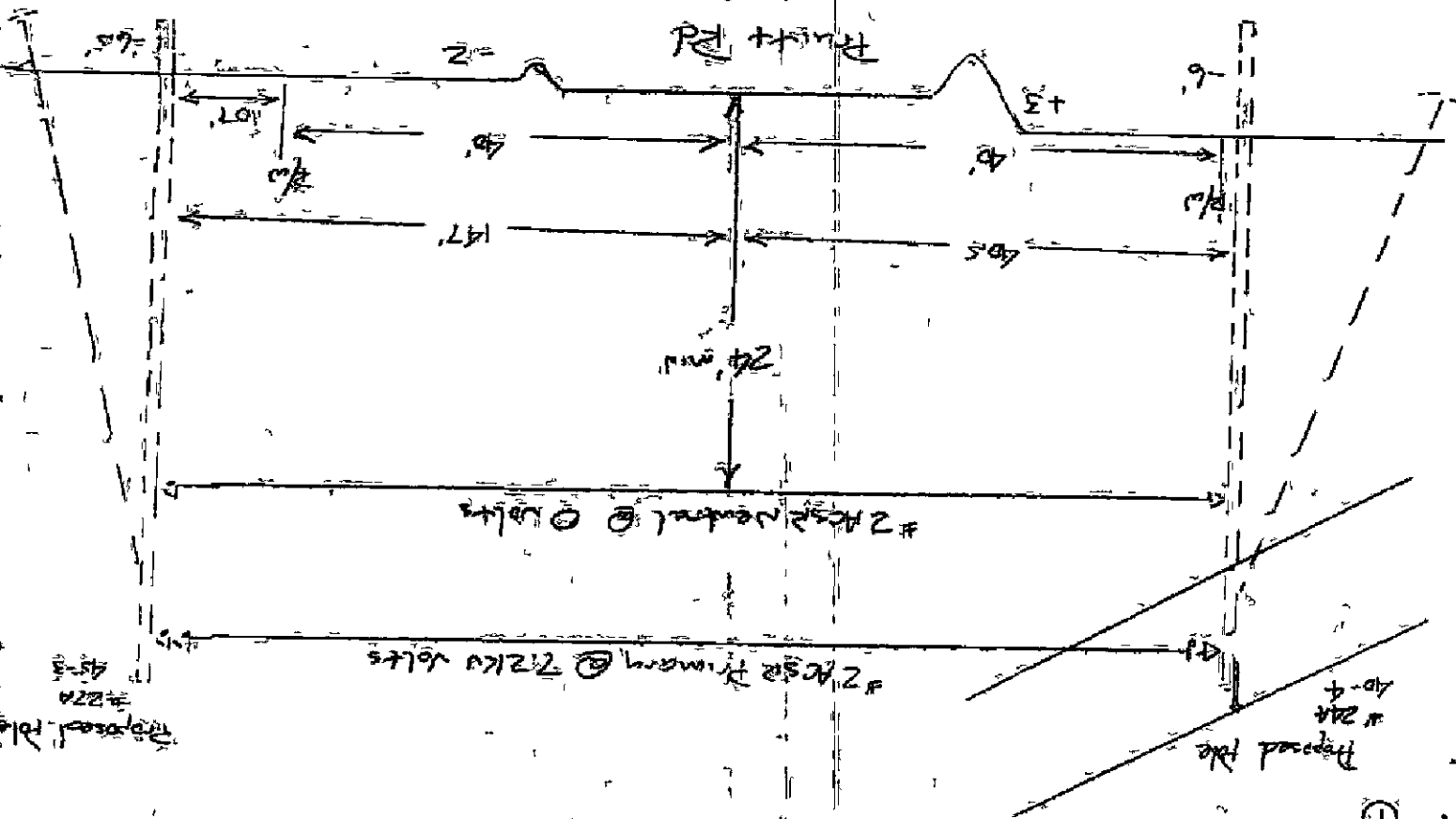




240

210

022



②

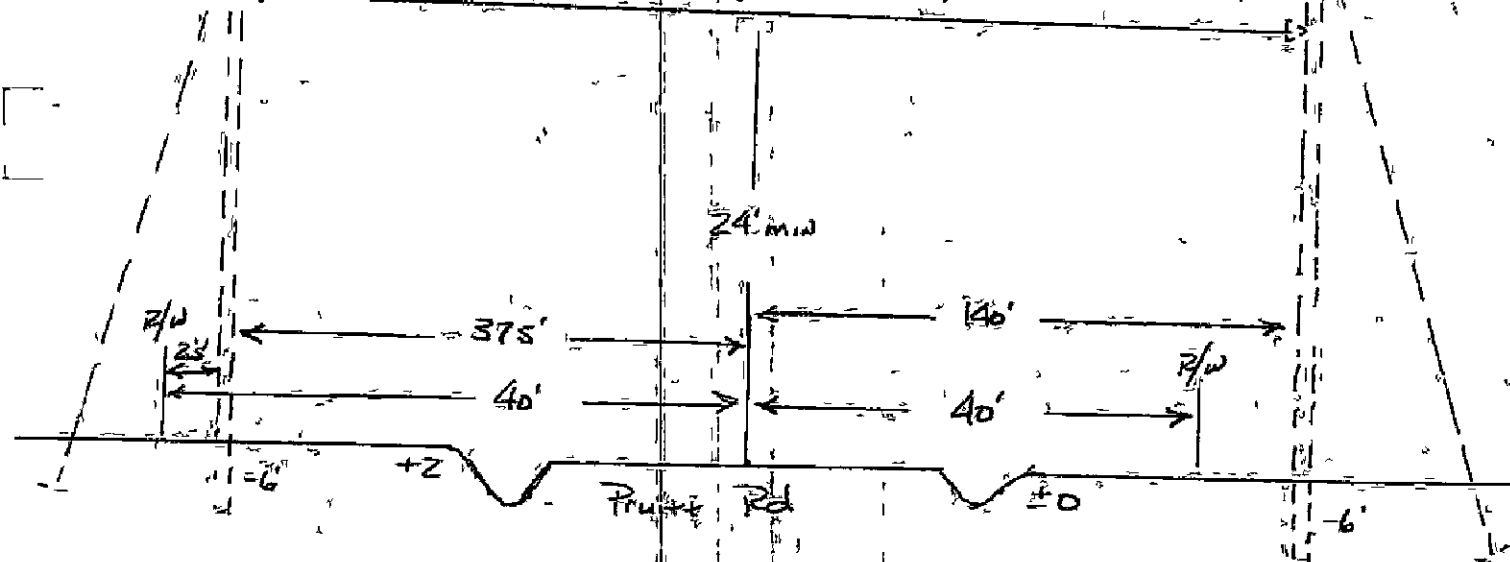
(4B)

Proposed Pole 30A
40-4

Proposed Pole 31A
40-4

#2 ACSR Primary @ 72KV volts

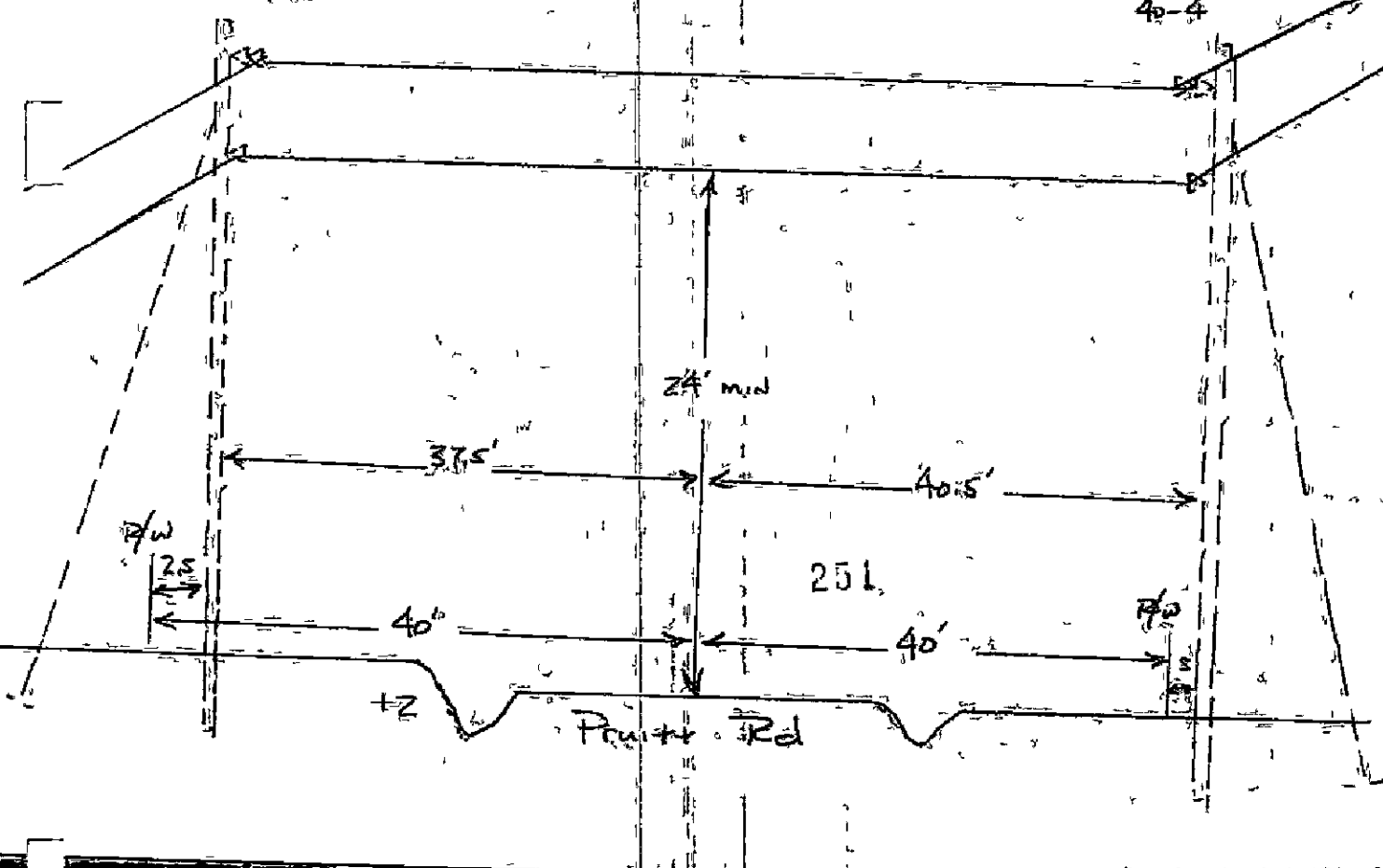
#2 ACSR Neutral @ 0 volts



③

Proposed Pole 30A
40-4

Proposed Pole 32A
40-4



Existing Pile
#92519

37A

40A

Existing Pile
92444

1.6 mile

252



PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT FOR
THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY
WITHIN ROAD OR HIGHWAY RIGHT-OF-WAY

FACILITY ALONG OR ACROSS Palestine Rd COUNTY ROADAT&T PROJECT NO. 57U00058N COUNTY OF ClayUTILITY NAME AT&T BY Johany Adams
(Mgr OPS Png & Design SE/CA)ADDRESS 1002 Main St. Columbus MS 39702 herein called APPLICANT.proposes to construct buried communications Utility Facilityalong or across Palestine Rd County Road, said facility to be
(Name of Road)installed attachments prints 1 thru 2of Project No. N/A and within road or highway right-of-way, and

hereby makes application to the County for the construction permit. Attached

hereto are drawings or plans for the construction, which will not be changed or

altered without approval of the Board of Supervisors or its authorized representative.

Whereas, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across, under, over and along public highways and streets within the State of Mississippi, Applicant agrees to comply with applicable provisions of S.O.P. No. SAD II-2-8, Policy for the Accommodation of Utility Facilities within the Rights-of-Way of County Federal Aid and State Aid Highways (hereinafter referred to as the "Policy"), promulgated by the State Aid Engineer and Dated January 1, 1983, and which is hereby made a part of this Application Agreement, and agrees to perform the construction according to the applicable industry code and according to the plans and specifications for the project.

The Applicant shall be responsible for future maintenance and repair of the facilities. The Applicant shall make future adjustments in, or relocate, the facilities located within road or highway right-of-way when required for highway widening or other highway construction, and its right to reimbursement of its costs, if any, shall be in accordance with State law in effect at the time such adjustment or relocation is made. Further, any maintenance, repair, or construction shall be done in such manner as to occasion no unreasonable interference with the normal flow and safety of traffic.

(Rev. 6-14-90)

A general description of the size, type, nature and extent of the Utility work to be done is as follows: Bore copper cable, From Palestine Rd appx 765' Southeast along Palestine Rd

The Applicant understands and agrees that, except as herein granted, no right, title, claim, or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not placed within the allowable horizontal and vertical limits as listed in the general provisions of the Policy, it will be adjusted to comply with same without cost to the County, unless the variance from the Policy has been approved by the granting of the Permit pursuant to this Application.

The Applicant further understands that the Utility's engineering, plant, or other personnel will be responsible for the staking and construction supervision of the work set out above and as shown on the attached plans.

Clay County agrees to the following stipulations:

- (1) To cooperate with the Utility Company in every way to avoid conflicts in the location, construction and maintenance of the County Highway and Utility Facility
- (2) To pursue any and all legal means to see that Policy Standards, except to the extent of any variance shown on the plans filed herewith and approved, are complied with in the facility installation
- (3) If the County Engineer or other authorized representative of the Board of Supervisors approved the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the Applicant may proceed with the installation, if the drawings, sketches, and plans are not approved he shall promptly notify the Applicant, and advise it of the reason or reasons. He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in compliance with the location and standards shown in the Policy and in this Agreement for the installation
- (4) That all joint highway construction and utility adjustment or relocation operations will comply with the requirements of Section S-105 06 and Section S-107 18 Mississippi Standard Specifications for State And Road and Bridge Construction, 1989 edition (or current edition)
- (5) Should any term or provision of this Applicant Agreement conflict with the law of the State of Mississippi, the Mississippi Constitution, or the United States Constitution, or impair or deny to the Applicant or the County any right protected thereby, it shall be deemed amended to conform to said law or Constitution

Witness the signature of the Applicant this the 14th day of January, 2015

By Johnny Adams

Title: Mgr OPS Png & Design SE/CA

AT&T

Johnny Adams

AGREED TO AND APPROVED BY

Clay

COUNTY

BOARD OF SUPERVISORS

By

Phil L. Leland

County Engineer

(Month)

2/5/2015

(Day)

(Year)

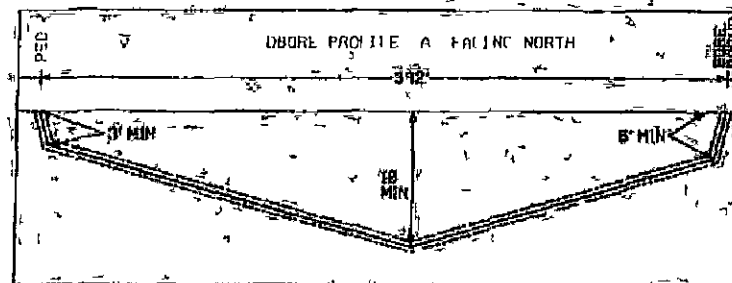
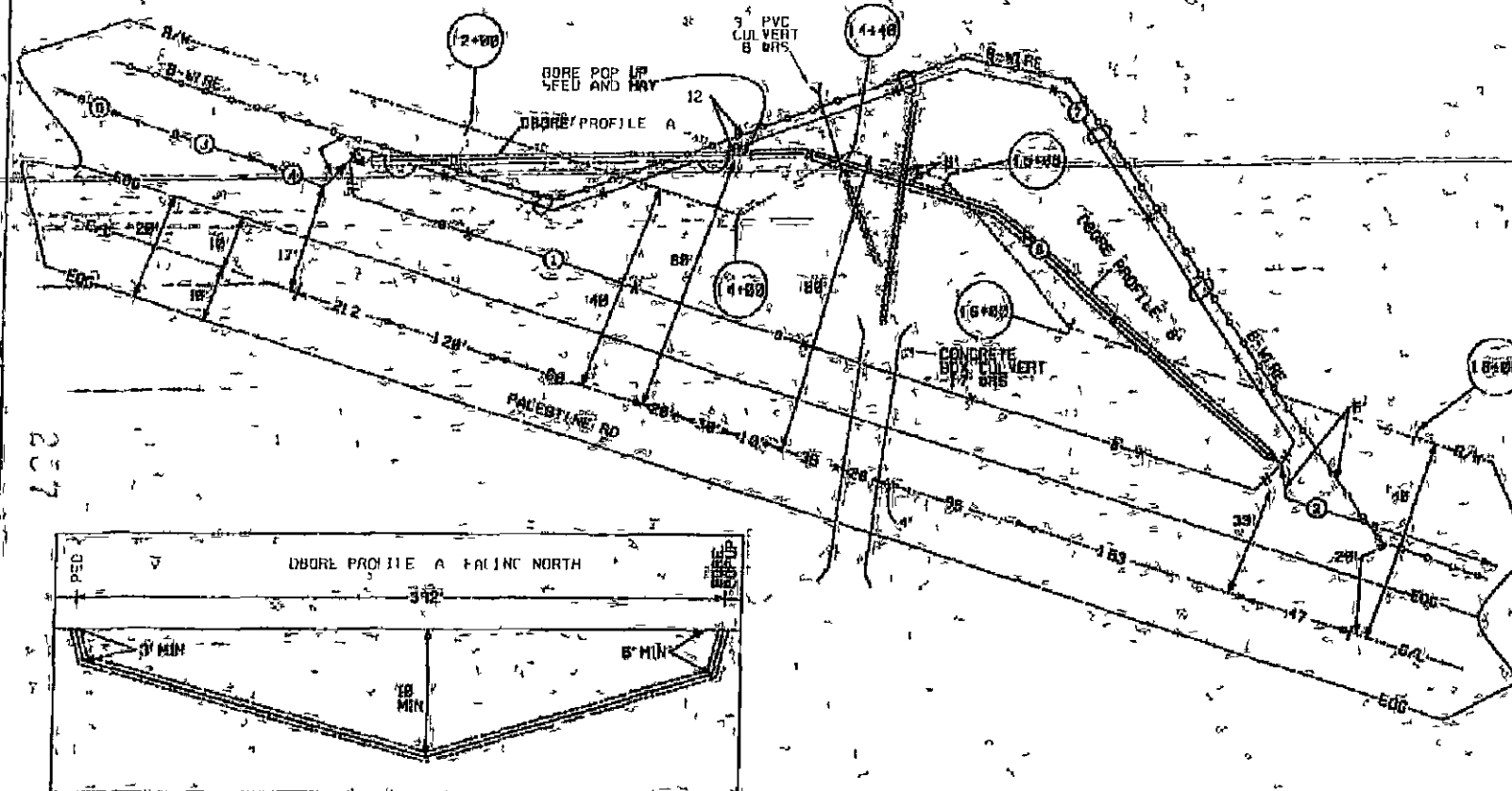
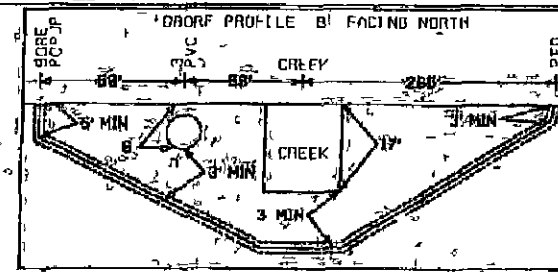
BY ORDER OF THE BOARD OF SUPERVISORS, Dated the 5th day of February

2015 of Clay County, Mississippi. The permit for the

installation or adjustment of the utility applied for above is granted. Payment

(if applicable) will be as shown in the attached Resolution

- ① CABLE
- ② CABLE
- ③ CABLE
- ④ CABLE
- ⑤ CABLE
- ⑥ CABLE
- ⑦ CABLE



ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
CLAY COUNTY

PALESTINE, MO.

Change: 662494

Adams, John

Phone: 662 840-5740

Authorization: 5/UD005BN

Page 2 of 2

NO. _____

**IN THE MATTER OF APPROVING THE SUPPLEMENTAL AGREEMENT FOR
YOKOHAMA BLVD TO ADD A BREAKAWAY ON HWY 45**

There came on this day for consideration the matter of approving the supplemental agreement for Yokohama Blvd to add a breakaway on Hwy 45.

After motion by Luke Lurimus and seconded by Shelton Deanes, this Board doth vote unanimously to authorize and approve the supplemental agreement as attached hereto as Exhibit A for Yokohama Blvd to add a breakaway on Hwy 45 as required by MS Highway Patrol.

SO ORDERED this the 5th day of February, 2015



President

SUPPLEMENTAL AGREEMENT

STATE AID Project No DECD 0013(51)B
Clay County

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WHEREAS (I) (Wc) Eutaw Construction Company Inc
Contractor of P O Box 36 Aberdeen MS 39730 and
the Travelers Casualty and Surety Company of America of
1 Tower Square Hartford CT 06183 Surety entered into a contract with the
Board of Supervisors of Clay County on the 19th day of
December, 19 2013, for the construction of the above designated project, and

WHEREAS Rip rap and geotextile were additionally required to stabilize backslope and prevent further erosion from Station 66+50 to Station 74+50 left and whereas Yokohama Boulevard is now open to traffic the backslope excavation and rip rap placement has to be performed under traffic which will require daily temporary lane closures to protect workers and the traveling public while the work is being performed

Therefore it is hereby agreed that the following item at the unit price shown shall be added to the contract to accomplish this work
Increase Pay Item No S-200-A Mobilization @ \$5 483 44 per Lump Sum
Revised Pay Item No S-200-A Mobilization @ \$1 299 815 28 per Lump Sum

Whereas At the final inspection MDOT required a breakaway sign post on Highway 45A in place of the specified U Section Post

Therefore it is hereby agreed that the following item at the unit price shown shall be added to the contract to accomplish this work
Pay Item 630 K Welded & Seamless Steel Pipe Post 3 5 @ \$135 41 per linear foot

This agreement in no way modifies or changes the original contract of which it becomes a part except as specifically stated herein

NOW THEREFORE (I) (Wc) Eutaw Construction Company Inc
Contractor, and the Travelers Casualty and Surety Company of America Surety
hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect except as it might be modified by this Supplemental Agreement.

Dated this the 21st day of January, 2015

Travelers Casualty and Surety Company of America
Surety

BY Linda D Whittington
Attorney in Fact - Linda D Whittington
Mississippi Resident Agent
RECOMMENDED FOR APPROVAL

Robert T. Calvert
County Engineer

APPROVED
BOARD OF SUPERVISORS

Clay COUNTY
(By Order of the Board Dated 1/21/2015)
BY [Signature]
President

Eutaw Construction Company, Inc
Contractor

BY [Signature]
Title VICE PRESIDENT

APPROVED _____
Date

State Aid Engineer
Office of State Aid Road Construction

233

State Aid Engineer
Office of State Aid Road Construction

POWER OF ATTORNEY

TRAVELERS

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney In Fact No 228697

Certificate No 006088034

KNOW ALL MEN BY THESE PRESENTS That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make constitute and appoint

S. Lyle Bates Jr, Jerry Eugene Horner Jr, Jim A. Armstrong, Jerry G. Veazey Jr, Jason J. Young, Trina Cobb, Linda D. Whittington, Peggy L. Jackson, William F. Howard Jr, Brody Eric Buckley, and Angela Bullock

of the City of Jackson, State of Mississippi, their true and lawful Attorney(s) in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 5th day of November 2014

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss

By Robert L. Raney, Senior Vice President

On this the 5th day of November 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof I hereunto set my hand and official seal
My Commission expires the 30th day of June 2016



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company which resolutions are now in full force and effect, reading as follows.

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the name of a bond, recognizance or conditional undertaking, and any of said officers of the Board of Directors at any time may remove any such appointee and revoke the power given him or her and it is

FURTHER RESOLVED that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the company's seal by a Secretary or Assistant Secretary or (b) duly executed (under seal if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate of authority, or by one or more Company officers pursuant to a written delegation of authority and it is

FURTHER RESOLVED that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached

I, Kevin E. Hughes, the undersigned Assistant Secretary of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 2015.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney call 1 800 421 3880 or contact us at www.travelersbond.com. Please refer to the Attorney In Fact number the above named individuals and the details of the bond to which the power is attached.

NO. _____

IN THE MATTER OF TRANSFERRING INTEREST EARNED

There came on this day for consideration the matter of transferring interest earned

It appears to this Board interest was earned in the amount of \$1 85 in the Payroll Clearing Account and \$1 45 in the Insurance Clearing account and that the said interest should be transferred and settled to fund no 001, General County Fund

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to transfer and settle funds as stated above

SO ORDERED, this the 5th day of February, 2015



President

202

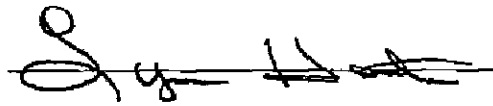
NO _____

IN THE MATTER OF ADOPTING A SPEED LIMIT FOR YOKOHAMA BLVD

There came on this day for consideration the matter of adopting a speed limit for Yokohama BLVD

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to adopt to set the speed limit for Yokohama BLVD for 45 miles per hour

SO ORDERED this the 5th day of February, 2015



President


NO _____

**IN THE MATTER OF AUTHORIZING AND ACCEPTING THE QUOTE OF
HANCOCK BANK TO LEASE PURCHASE THE 2015 CORONER DEPARTMENT
SUBURBAN**

There came on this day for consideration the matter of authorizing and accepting the quote of Hancock Bank to lease purchase the 2015 Coroner Department Suburban

It appears to this Board Chancery Clerk, Amy Berry, has obtained two quotes as attached hereto as Exhibit A for lease purchase financing from Hancock Bank at a rate of 1 87% for 48 months and from Bancorp South Bank at 1 95% at 48 months

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve the President to execute the lease purchase agreement with Hancock Bank at 1 87% for 48 months to finance \$ 37,263 36 as attached hereto as Exhibit B



President

Amy Berry

From King, Jonathan <Jonathan.King@hancockbank.com>
Sent Monday, February 02, 2015 3:06 PM
To Amy Berry (aberry@claycounty.ms.gov)
Subject Quote
Attachments do_no_reply@hancockbank.com_20150202_153145.pdf

Amy,
Here you go. Thanks,

Jonathan King
Municipal Leasing Representative
Assistant Vice President
Hancock Bank
2510 14th St
Gulfport, MS 39501
Phone #228-563-5709
Cell #228-236-6907
Fax #228-563-5721

-----Original Message-----

From: do_no_reply@hancockbank.com [mailto:do_no_reply@hancockbank.com] On Behalf Of do_no_reply@
Sent: Monday, February 02, 2015 2:32 PM
To: King, Jonathan
Subject: Scanned image from MX-4100N

Reply to: do_no_reply@hancockbank.com <do_no_reply@hancockbank.com> Device Name: Not Set Device Model: MX-4100N

Location: Not Set

File Format: PDF (Medium)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.
Use Acrobat(R) Reader(R) or Adobe(R) Reader(R) of Adobe Systems Incorporated to view the document.
Adobe(R) Reader(R) can be downloaded from the following URL:
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<http://www.adobe.com/>

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VIA EMAIL

February 2, 2015

Board of Supervisors
Clay County, Mississippi
C/o Ms Amy Berry

Re Lease Purchase Financing – One (1) New 2015 Chevy Suburban

Gentlemen

We understand that Clay County, Mississippi is considering lease-purchase financing for One (1) New 2015 Chevy Suburban (hereinafter the "Equipment") under the authority of Sec 31-7-13(e) of the Miss. Code of 1972, as amended. The Equipment's total cost is not expected to exceed \$37,263.36 and 100% of the cost will be financed.

The rates provided below assumes that the debt will be designated as "bank-qualified" tax exempt within the meaning of Sec 265(b)(3) of the Internal Revenue Code of 1986, as amended. If it is determined that the County is ineligible to issue bank-qualified debt this calendar year, different rates will apply *

<u>Amount Financed</u>	<u>Terms**</u>	<u>Rate</u>
\$37,263.36	48 monthly payments @ \$806.32 per month	1.87%

♦ No Prepayment Charges or Penalties ♦ No Additional Charges of Any Kind ♦

* Determination of taxability would be the responsibility of the County's legal counsel.

** The County will certify that the Equipment will not be replaced by other equipment performing the same or similar functions until the term of the financing option expires.

Post Office Box 4019 • Gulfport, MS 39502
1-800-522-6542 • hancockbank.com





Clay County, Mississippi
Page 2

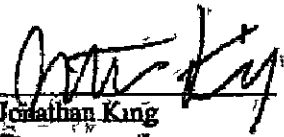
This proposal assumes compliance by the County with applicable state and federal law governing borrowings by political subdivisions. In addition, normal Bank credit approval requirements for lending to these types of entities would apply. Credit approval includes approval of both the manufacturer and vendor of the Equipment to be purchased. Necessary documentation would include, but not be limited to, a legal and tax opinion from issuer's legal counsel. Liability and physical damage insurance would be required with Hancock Bank being shown as the additional insured and/or loss payee as its interest may appear.

This proposal is good if accepted within 30 days and the obligation is funded within 60 days of the date of this letter.

Thank you for considering Hancock Bank for your Governmental Leasing needs!

Sincerely,

HANCOCK BANK


Jonathan King
Government Leasing
Public Finance Department

Post Office Box 4019 • Gulfport MS 39502
1-800-522-6542 • hancockbank.com



Amy Berry

From Bob Lee <blee@bxsef.com>
Sent Monday, February 02, 2015 8:57 AM
To Amy Berry
Subject Re: 2015 Chevrolet Suburban
Attachments ClayCo MS pdf

Attached is the proposal you requested

Thank you,

Bob Lee VP
Municipal Finance Manager
BancorpSouth Equipment Finance
P O Box 15097
Hattiesburg, MS 39404
Ph 601-554-4513
Ph 800-222-1610
Cell 601-310-1091
Fax 601-545-1830
www.bxsef.com

CONFIDENTIALITY NOTICE This message originates from BancorpSouth. This e-mail message and all attachments may contain CONFIDENTIAL INFORMATION WHICH ALSO MAY BE LEGALLY PRIVILEGED and which is intended solely for the use of the addressee(s) named above. If you are not the intended recipient, you should immediately stop reading this message and delete it from your system. Any unauthorized reading, distribution, copying, or other use of this message or its attachments is strictly prohibited. This message may not be copied or distributed without this disclaimer. If you received this message in error, please notify me immediately by telephone or by return e-mail.

On Fri, Jan 30, 2015 at 4:19 PM, Amy Berry <aberry@claycounty.ms.gov> wrote

Attached please find two quotes for the purchase of a 2015 Chevrolet Black Suburban for the County Coroner. Of the two quotes the best bid is with Cannon Chevrolet, of \$37,263.36. We are needing a quote for the best bid for a 48 month lease purchase agreement. Would you be so kind to submit a quote? Just let me know. Thanks!

From chanceryofficecopier@claycounty.ms.gov [mailto:chanceryofficecopier@claycounty.ms.gov]
Sent Friday, January 30, 2015 8:59 AM
To Amy Berry
Subject Attached Image



BancorpSouth

Equipment Finance

2/2/2015

Sent via aberry@claycounty.ms.gov

Clay County
P O Box 815
West Point MS 39773

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

- | | |
|---------------------------------|--|
| 1. <u>Lessor</u> | BancorpSouth Equipment Finance a division of BancorpSouth Bank |
| 2. <u>Lessee</u> | Clay County |
| 3. <u>Equipment Description</u> | 2015 Chevrolet Suburban |
| 4. <u>Equipment Cost</u> | \$37,263.36 |
| 5. <u>Lease Term</u> | 4 Years |
| 6. <u>Lease Payments</u> | (These are approximate payment amounts. The actual payment will be determined at funding date)
48 Monthly payments of \$807.62 arrears |
| 7. <u>Lease Rate</u> | 48 - 1.95% |
| 8. <u>Funding Date</u> | This proposal is contingent upon the equipment being delivered and the lease funded prior to 3/31/2015. If the equipment is not delivered and the lease funded prior to 3/31/2015, this proposal is null and void. Any extension of the funding date must be in writing. |
| 9. <u>Purchase Option</u> | Title is passed to Lessee at lease expiration for no further consideration |

10 Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11 Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.

12 Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.

13 Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.

14 Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee's creditworthiness.

15 Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period. Otherwise payments will be subject to market change.

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

This proposal expires as of the close of business on 2/27/2015. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.


Bob Lee
Municipal Finance Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By _____
Title: _____

Date _____

270

Form **8038-GC**

(Rev. January 2012)

Department of the Treasury
Internal Revenue Service**Information Return for Small Tax Exempt
Governmental Bond Issues, Leases, and Installment Sales**

Under Internal Revenue Code section 149(e)

OMB No 1545 0720

Caution If the issue price of the issue is \$100 000 or more use Form 8038 G

Part I Reporting AuthorityCheck box if Amended Return ☐

1 Issuer's name

2 Issuer's employer identification number (EIN)

Board of Supervisors of Clay County, MS

6 4 6 0 0 2 5 2

3 Number and street (or P.O. box if mail is not delivered to street address)

Room/suite

P.O. Box 815

4 City, town, or post office, state, and ZIP code

5 Report number (For IRS Use Only)

West Point, MS 39773

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information

7 Telephone number of officer or legal representative

Ms. Amy Berry, Chancery Clerk

(662) 494-3124

Part II Description of Obligations Check one, a single issue ☒ or a consolidated return ☐

8a Issue price of obligation(s) (see instructions)

8a1 \$37,263 36

b Issue date (single issue) or calendar date (consolidated) Enter date in mm/dd/yyyy format (for example 01/01/2009) (see instructions)

9 Amount of the reported obligation(s) on line 8a that is

9a1 \$37,262 36

a For leases for vehicles

9b

b For leases for office equipment

9c

c For leases for real property

9d

d For leases for other (see instructions)

9e

e For bank loans for vehicles

9f

f For bank loans for office equipment

9g

g For bank loans for real property

9h

h For bank loans for other (see instructions)

9i

i Used to refund prior issue(s)

9j

j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)

9k

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(iii) (small issuer exception) check this box ☒11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate check this box (see instructions) ☐

12 Vendor's or bank's name

13 Vendor's or bank's employer identification number

Signature
and
Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I am not to the IRS's disclosure of the issuer's return information as necessary to process this return to the person(s) that I have authorized above.

Signature of issuer's authorized representative

Date 2/6/15

Amy Berry, Chancery Clerk

Type or print name and title

Paid
Preparer
Use Only

Print preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Firm's name

Firm's EIN

Firm's address

Phone no

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's NewThe IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038 GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038 GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038 GC under section 3 of Rev. Proc. 2002-48, 2002-37, I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038 GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038 GC and any attachments with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the timely mailing as timely filing/paying rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL), DHL Same Day Service

Federal Express (FedEx). FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.

- United Parcel Service (UPS). UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038, G.

Rounding to Whole Dollars

You may show the money items on this return as whole dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038 GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer on the same date and as part of a single transaction or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw down loan") or (b) with a term not exceeding 270 days may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1 1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038, T.

Specific Instructions

In general, a Form 8038 GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6 whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual as necessary to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash, even if the term lease is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal interest or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a small issuer exception under section 265(b)(3)(B)(i)(II).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 CB 736, for rules regarding the election document.

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information as necessary to process this return to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4 and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information as necessary to process this return to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form	4 hr 46 min
Preparing the form	2 hr 22 min
Copying, assembling, and sending the form to the IRS	2 hr 34 min

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE/W CAR MP TMS 1111 Constitution Ave. NW, IR 6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

HANCOCK BANK

Lease Purchase Closing Memorandum

Transaction Profile

Date of Funding	TBD
Government Name	Clay County, Mississippi
Type of Governing Body	Board of Supervisors
Amount Rate & Term of Lease	\$37,263.36 / 1.87% / 48 months
Monthly Payment Amount	\$806.32
Equipment Description	One (1) New 2015 Chevy Suburban

Schedule & Description of Closing Documents

Step # and Document Description

- 1 **Authorizing Resolution** – *This document authorizes the lease purchase financing by the governing body and gives the appropriate officials the authority to enter into such contract. The Resolution must be passed by the Board of Supervisors and executed (signed) by the Board President and Chancery Clerk before any other document is executed. The original signed copy needs to be sent back to Hancock Bank in the Federal Express envelope provided within.*
- 2 **Governmental Lease Purchase Agreement** – *This document is the contract between the lessor and the lessee (Clay County) which is the basis of the transaction. This Agreement must be signed and dated on or after the Resolution is passed and before or at the funding of the lease (not after!). The original, signed copy needs to be sent back to Hancock Bank in the Federal Express envelope provided within.*
- 3 **Attachments to the Lease Agreement** – *These various documents support and perfect the Lease Agreement as well as the interests of the parties to the transaction. These documents should be signed and executed by the appropriate officials and dated with the same date as that of the Lease Agreement. The original signed copies need to be sent back to Hancock Bank in the Federal Express envelope provided within.*

Important Notes Regarding Attachments:

- **IRS Form 8038G** – Hancock Bank will file this form with the Internal Revenue Service as required by law, on behalf of the County. Please have it signed by the appropriate official and return it to Hancock Bank along with the rest of the documents.
 - **Purchase Orders and Invoices** – Hancock Bank must have all Purchase Orders and Invoices (copies are sufficient) issued to or received from the equipment vendor.
 - **Evidence of Insurance** – Hancock Bank must be shown as additional insured and loss payee on the equipment's insurance policy. Please provide an insurance certificate or some other form of evidence of insurance.
- 4 **Legal Opinion of Lessee's Counsel** – This opinion must be printed on the Board Attorney's letterhead and dated on or after the date of the Lease Agreement (not before!). The original, signed copy needs to be sent back to Hancock Bank in the Federal Express Envelope provided within.

*****Please Note:** There is no need to make copies of the documents. Hancock Bank will provide a package containing copies of all transaction documents soon after closing.

AUTHORIZING RESOLUTION

BOARD MEMBER Shelton Deanes moved the adoption of the following Resolution and Order

A RESOLUTION OF THE BOARD OF SUPERVISORS THE GOVERNING BODY ("THE BOARD") OF CLAY COUNTY MISSISSIPPI (THE LESSEE) FINDING IT NECESSARY TO ACQUIRE EQUIPMENT FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AUTHORIZED BY LAW FINDING THAT IT WOULD BE IN THE PUBLIC INTEREST TO ACQUIRE SUCH EQUIPMENT UNDER THE TERMS OF A LEASE PURCHASE AGREEMENT FINDING THAT THE HANCOCK BANK GULFPORT MISSISSIPPI (THE LESSOR) HAS OFFERED TO ACQUIRE SUCH EQUIPMENT OR TO ACQUIRE FROM AND REIMBURSE THE LESSEE FOR THE COST OF SUCH EQUIPMENT IN THE EVENT THE EQUIPMENT HAS ALREADY BEEN PURCHASED BY THE LESSEE AND TO LEASE SUCH EQUIPMENT TO LESSEE FINDING THAT SUCH PROPOSAL IS IN THE INTEREST OF THE LESSEE AND AUTHORIZING AND DIRECTING THE AUTHORIZED OFFICERS (AS HEREINAFTER DEFINED) TO EXECUTE A LEASE PURCHASE AGREEMENT AND SUPPORTING SCHEDULES AND ATTACHMENTS INCLUDING, BUT NOT LIMITED TO ASSIGNMENTS OF TITLE TO THE EQUIPMENT TO HANCOCK BANK TO THE END THAT THE EQUIPMENT SHALL BE ACQUIRED BY SUCH BANK AND LEASED TO THE LESSEE ON THE TERMS AND CONDITIONS EXPRESSED IN SUCH LEASE

WHEREAS the Board has determined that it is necessary to acquire certain items of Equipment (the Equipment) for use by the Lessee for purposes authorized by law and

WHEREAS the Board had by these presents determined that it would be in the public interest to acquire such Equipment through a Lease Purchase Agreement as provided under Section 31 7 13 (e) MISS CODE ANN (1972) as amended and

WHEREAS the Board anticipates that it will not issue more than \$10 000 000 00 of qualified tax exempt obligations during calendar year 2015 and desires to designate the Lease Purchase Agreement as a qualified tax-exempt obligation of the Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 as amended (the Code);

WHEREAS to the best knowledge and belief of the Board this lease qualifies as a qualified project bond within the meaning of the Tax Reform Act of 1986 and

WHEREAS the Hancock Bank of Gulfport, Mississippi has proposed to acquire the Equipment at the offered price and to lease the Equipment to the Lessee at a rate of 1 87% per annum

NOW THEREFORE BE IT RESOLVED BY THE BOARD AS FOLLOWS

SECTION 1 The President and Clerk of the Board (hereinafter the Authorized Officers) are hereby authorized and directed to execute a Lease Purchase Agreement (also referred to as a Governmental Lease Purchase Agreement) either reference being the Agreement and all attachments thereto Such Agreement shall be in substantially the form attached hereto with such appropriate variations omissions and insertions as are permitted or required by this Resolution and as are consented to by the Lessee's representatives (the Authorized Officers) executing the Agreement such consent being evidenced by their signatures

SECTION 2 The Equipment to be leased pursuant to the Agreement shall be more fully described in a schedule to the Agreement titled Exhibit D - Description of the Equipment Upon delivery and acceptance by the Lessee of the Equipment, the Authorized Officers are authorized and directed to execute a Certificate of Acceptance of such Equipment and as provided in Section 4 01 of such Lease the lease term shall commence on the date of acceptance

SECTION 3 The Authorized Officers are further authorized and directed to execute on behalf of the Lessee a Financing Statement and all other documents as provided for under Section 7 02 of such Lease to establish and maintain the security interest of Hancock Bank in such Equipment

SECTION 4 The Board hereby designates the Lease Purchase Agreement as a qualified tax exempt obligation for purposes of Section 265(b)(3) of the Code


SECTION 5 The Lessee and the Board understand Section 8 03 of the Agreement (Provisions Regarding Insurance) and agree to provide property damage and liability insurance in accordance with the terms of the Agreement

BOARD MEMBER Luke Lummus seconded the motion and after a full discussion, the same was put to vote with the following results

Lynn Horton
Luke Lummus
B.B. Davis
Shelton Deanes
Floyd Melke

Voted Aye
Voted Aye
Voted not present
Voted Aye
Voted Aye

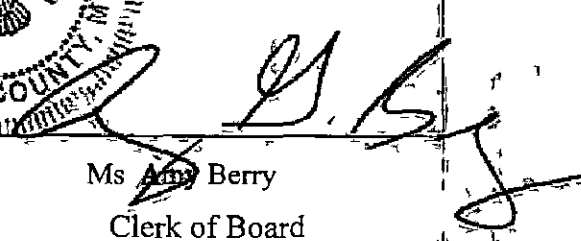
The ~~motion~~ ^{5th} having received an affirmative vote, was carried and the resolution adopted, this the day of February 2015

By: 
MR. LYNN HORTON
President, Board of Supervisors

SEAL
SERVI

{Seal}

Attest


Ms. Amy Berry
Clerk of Board

CERTIFICATE OF RECORDING OFFICER

1 I am the duly appointed, qualified and acting Chancery Clerk of Clay County, Mississippi and keeper of the records thereof, including the minutes of its proceedings,

2 A meeting was duly convened on Feb. 5th, 2015 in conformity with all applicable requirements; a proper quorum was present throughout said meeting and the instrument hereinafter mentioned was duly proposed, considered and adopted in conformity with applicable requirements, and all other requirements and proceedings incident to the proper adoption of said instrument have been duly fulfilled, carried out and otherwise observed

3 I am duly authorized to execute this Certificate, and

4 The copy of the instrument annexed hereto, entitled

A RESOLUTION OF THE BOARD OF SUPERVISORS, THE GOVERNING BODY ("THE BOARD") OF CLAY COUNTY, MISSISSIPPI (THE "LESSEE"), FINDING IT NECESSARY TO ACQUIRE EQUIPMENT FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AUTHORIZED BY LAW FINDING THAT IT WOULD BE IN THE PUBLIC INTEREST TO ACQUIRE SUCH EQUIPMENT UNDER THE TERMS OF A LEASE PURCHASE AGREEMENT FINDING THAT HANCOCK BANK (THE "LESSOR") HAS OFFERED TO ACQUIRE SUCH EQUIPMENT, OR TO ACQUIRE FROM AND REIMBURSE THE LESSEE FOR THE COST OF SUCH EQUIPMENT IN THE EVENT THE EQUIPMENT HAS ALREADY BEEN PURCHASED BY THE LESSEE, AND TO LEASE SUCH EQUIPMENT TO LESSEE FINDING THAT SUCH PROPOSAL IS IN THE INTEREST OF LESSEE (continued)

Is a true, correct and compared copy of the original instrument referred to in said minutes and as finally enacted at said meeting, is in full force and effect and, to the extent required by law, has been duly signed or approved by the proper officer or officers and is on file and of record

DATED as of this the 5th day of February, 2015

CLAY COUNTY BOARD OF SUPERVISORS


Amy Berry
Chancery Clerk of Clay County

Governmental Lease Purchase Agreement

Lessor
Hancock Bank
P O Box 4019
Gulfport, MS 39502

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

THIS GOVERNMENTAL LEASE PURCHASE AGREEMENT (the "Agreement") entered into between HANCOCK BANK a corporation duly organized and existing under the laws of the State of Mississippi (the Lessor) and the BOARD OF SUPERVISORS OF CLAY COUNTY MISSISSIPPI (Lessee) a body corporate and politic duly organized and existing under the laws of the State of Mississippi (State).

WITNESSETH

WHEREAS Lessor desires to lease the Equipment, as hereinafter defined to Lessee and Lessee desires to lease the Equipment from Lessor subject to the terms and conditions of and for the purposes set forth in this Agreement and

WHEREAS Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein

NOW THEREFORE for and in consideration of the premises hereinafter contained the parties hereby agree as follows

ARTICLE I

Covenants of Lessee. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows: (a) Lessee is a public body corporate and politic, duly organized and existing under the Constitution and laws of the State; (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic; (c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder; (d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body attached hereto as Exhibit "A", or by other appropriate official approval; and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder; Lessee shall cause to be executed an opinion of its counsel substantially in the form attached hereto as Exhibit "B"; (e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee; (f) During the period this Agreement is in force, Lessee will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee; (g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms; (h) The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become fixtures.

ARTICLE II

Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise

Agreement means this Governmental Lease Purchase Agreement including the Exhibits attached hereto as the same may be supplemented or amended from time to time in accordance with the terms hereof

Commencement Date is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues which date shall be the date on which the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance attached hereto as Exhibit F

Equipment means the property described in Exhibit D and which is the subject of this Agreement

Lease Term means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01 but in no event longer than the number of months set forth in Exhibit E of the Agreement

Lessee means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement

Lessor means (i) Hancock Bank a corporation acting as Lessor hereunder (ii) Any surviving resulting or transferee corporation and (iii) Except where the context requires otherwise any assignee(s) of Lessor

Original Term means that period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date

Purchase Price means the amount which Lessee may in its discretion pay to Lessor in order to purchase the Equipment as set forth in Exhibit E hereto

Renewal Term(s) means the automatic renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one (1) year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the anniversary of the Commencement Date therein

Rental Payments means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term as set forth in Exhibit "E" of this Agreement.

Vendor means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III

Lease of Equipment. Lessor hereby demises leases and lets to Lessee the Lessee rents leases and hires from Lessor the Equipment in accordance with the provisions of this Agreement to have and to hold for the Lease Term

ARTICLE IV

LEASE TERM

Section 4.01 Commencement of Lease Term

The original Term of this Agreement shall commence on the Commencement Date as indicated in Exhibit F and shall terminate the last day of Lessee's current fiscal year

The Lease Term will be automatically renewed at the end of the Original Term or any Renewal Term for an additional one (1) year unless the Lessee gives written notice to Lessor not less than sixty (60) days prior to the end of the Original Term or Renewal Term then in effect, or such greater notice as may be provided in Article VI of Lessee's intention to terminate this Agreement at the end of the Original Term or the then current Renewal Term pursuant to Article XI or Article VI as the case may be

Section 4 02 Termination of Lease Term

The Lease Term will terminate upon the earliest of any of the following events: (a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non appropriation of funds pursuant to Section 6 06, (b) The exercise by Lessee of the option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement; (c) A default by Lessee and Lessor's election to terminate this Agreement under Article III or (d) The payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder

ARTICLE V

Enjoyment of Equipment. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor except as expressly set forth in this Agreement

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment

ARTICLE VI

Rental Payments

Section 6 01 Rental Payments to Constitute a Current Expenses of Lessee

Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee nor shall anything contained herein constitute a pledge of the general tax revenues funds or monies of Lessee

Section 6 02 Payment of Rental Payments

Lessee shall pay Rental Payments exclusively from legally available funds in lawful money of the United States of America to Lessor or in the event of assignment by Lessor to its assignee in the amounts and on the dates set forth in Exhibit E hereto Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due

Section 6 03 Interest and Principal Component

A portion of each Lease Rental Payment is paid as and represents payment of interest and the balance of each Rental Payment is paid as and represents payment of principal Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term

Section 6 04 Rental Payments to be Unconditional

The obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events except as expressly provided under this Agreement Notwithstanding any dispute between Lessee and Lessor and Vendor or any other person Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute nor shall Lessee

assert any right of setoff or counterclaim against its obligation to make such payments required under this Agreement Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term shall not be abated through accident or unforeseen circumstances

Section 6 05 Continuation of Lease Term by Lessee

Lessee intends, subject to the provisions of Section 6 06 to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder Lessee reasonably believes that legally available funds of an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each bi-annual or annual budget submitted and adopted in accordance with applicable provisions of state law to have such portion of the budget approved

Section 6 06 Non appropriation

In the event sufficient funds shall not be appropriated for the payment of the Rental Payments required to be paid in the next occurring Renewal Term, and if Lessee has no funds legally available for Rental Payments from other sources, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the then current Original or Renewal Term Lessee agrees to deliver notice to Lessor of such termination at least sixty (60) days prior to the end of the then current Original or Renewal Term If this Agreement is terminated under this Section 6 06 Lessee agrees at Lessee's cost and expense peaceably to deliver the Equipment to Lessor at the location specified by Lessor To the extent lawful Lessee shall not until the date on which the next occurring Renewal Term would have ended expend any funds for the purchase or use of Equipment similar to the Equipment subject to this Agreement

ARTICLE VII

TITLE TO EQUIPMENT, SECURITY INTEREST

Section 7 01 Title To The Equipment

During the Term of this Agreement title to the Equipment any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement In the event of default as set forth in Section 13 02 or nonappropriation as set forth in Section 6 06 Title to the Equipment shall immediately vest in Lessor and Lessee will reasonably surrender possession of the Equipment to Lessor Lessee irrevocably hereby designates, makes, constitutes and appoints Lessor (and all persons designated by Lessor as Lessor's true and lawful attorney (and agent-in-fact) with power, at such time of default or nonappropriation or times thereafter as Lessor in its sole and absolute discretion may determine in Lessee's or Lessor's name to endorse the name of Lessee upon any Bill of Sale document, instrument, invoice freight bill bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor

Section 7 02 Security Interest

To secure the payment of all Lessee's obligations under this Agreement Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto and on any proceeds therefrom Lessee agrees to execute such additional documents including financing statements certificates of title affidavits notices and similar instruments in form satisfactory to Lessor which Lessor deems necessary or appropriate to establish and maintain its security interest and upon assignment, the security of any assignee of Lessor in the Equipment

ARTICLE VIII

Maintenance modification taxes exemption from federal taxation, insurance and other charges

Section 8 01 Maintenance of Equipment by Lessee

Lessee agrees that at all times during the Lease Term Lessee will at Lessee's own cost and expense maintain preserve and keep the Equipment in good repair repair order and condition, and that Lessee will from time to time

make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters or for the making of improvements or additions to the Equipment. The Lessee may, from time to time add further parts or accessories to any item of leased Equipment, provided such addition does not affect or impair the value or utility of such item of Equipment. Any part or accessory so added if not required as a replacement hereunder shall remain the property of the Lessee and may be removed at any time prior to the expiration of the lease term of such item, provided such removal does not affect or impair the value or utility of such item of Equipment. Any parts or accessories not so removed shall become the property of the Lessor.

Section 8.02 Taxes, Other Governmental Charges and Utility Charges

The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and therefore that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor) Lessee will pay during the Lease Term as the same respectively come due all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any Equipment or other property acquired by Lessee, in substitution for as a renewal or replacement of or modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and all other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, provided that with respect to any governmental charges that may lawfully be paid in installments over a period of years Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

The Lessor has entered into this Agreement contemplating that the interest portion of rental payments will be exempt from federal income taxation. In the event any governmental taxing authority successfully imposes tax treatment under this Agreement or any other lease of the Lessor which in the opinion of Lessor's counsel will be determinative of the tax treatment under this Agreement, which differs from the tax treatment contemplated to be taken by the Lessor hereto at the inception of this Agreement or which effectively denies to the Lessor the use or benefit of such tax treatment as contemplated, then Lessee agrees to pay rents with an interest factor equal to the maximum rate of interest which under applicable law Lessor is permitted to charge retroactively from the date of imposition of the change of tax treatment through the term of each Equipment Lease Schedule under this Agreement during which the change of tax theory is imposed and subsequently thereto as rental payments would otherwise become due until the end of the lease term. Any retroactive payments of rent under this paragraph shall be due and payable at the date that Lessor gives notice to Lessee of imposition of the change of tax treatment.

Lessee agrees to pay its pro rata share of attorney's fees that may reasonably be incurred by Lessor in the event legal action or administrative action is taken by the Lessor to secure the tax treatment intended to be taken by Lessor under this Agreement or any other lease which in the opinion of Lessor's counsel will be determinative of the tax treatment under this Agreement whether such action is successful or not. Lessee's pro rata share shall be determined by the percentage that the Lessor's original cost of leased equipment for all other similar leases of the Lessor involving similar issues of fact or law. In the event the Lessor is successful in securing the tax treatment intended to be taken by Lessor Lessor shall refund to Lessee the total amount of increased interest (as hereinabove provided) which has been paid by Lessee and rental payments for the remainder of the lease term shall be the original rentals specified in the Equipment Lease Schedules.

Section 8.03 Provisions Regarding Insurance

At its own expense Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of

the Equipment and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor Certificates evidencing such coverage throughout the Lease Term. Such Certificates shall name the Lessor as an additional insured or loss payee as Lessor's interests may appear.

Alternatively Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment, but other properties.

The term Full Insurable Value as used herein shall mean the full replacement value of the Equipment or the then applicable Purchase Price whichever is greater.

Any insurance policy pursuant to this Section 8.03 shall be written with Hancock Bank as an additional insured or loss payee as its interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least ten (10) days in advance of such cancellation.

The Lessee will at all times carry liability insurance from a third party insurer such coverage being for the joint benefit of the Lessee and Lessor and with the Lessor named as an additional insured.

Under this Agreement the Lessee is required to maintain property damage insurance from a third party insurer against loss, theft, damage or destruction from every cause whatsoever for not less than the Full Insurable Value of the Equipment. Alternately with regard to property damage insurance and subject to the terms of this Agreement including the preceding paragraphs of this Section 8.03 the Lessee may optionally elect to self insure through a self insurance program (Self Insurance) against loss, theft, damage or destruction from every cause whatsoever for not less than the Full Insurable Value of the Equipment. Such Self Insurance shall be in the joint names of the Lessor and Lessee with the Lessor and Lessee named as loss payees. With regard to any Self Insurance which is alternatively elected, chosen, initiated and maintained by the Lessee in order to meet the requirements of this Agreement, the Lessee does hereby declare and name the Lessor as a joint and additional insured and loss payee with regard to Self Insurance which Lessee alternately chooses to implement and maintain in order to meet its responsibilities under this Agreement. With regard to any Self Insurance elected in substitution for third party insurance as required by the Agreement the Lessee agrees that it will at all times maintain sufficient monetary and other necessary resources under its Self Insurance election to enable the Lessee to meet all of its obligations under this Agreement. The Lessee and the Lessee's Governing Body agree and declare that they individually and collectively have the necessary experience and sophistication in matters pertaining to any and all risks and responsibilities taken and assumed with the alternative election and choice of Self Insurance. The Lessee and the Lessee's Governing Body individually and collectively understand that there will be no abatement or reduction of responsibilities under this Agreement (including making rental payments) by Lessee for any reason, including but not limited to the election of Self Insurance, loss, theft, damage or destruction from any cause whatsoever.

Section 8.04 Advances

In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements which are necessary and provide for payment thereof and all amounts so advanced therefore by Lessor shall become additional rent for the then current Original Term or Renewal Term which amounts Lessee agrees to pay together with interest thereon at the rate of twelve (12%) per cent per annum or the highest rate permitted by applicable law whichever is less.

ARTICLE IX

DAMAGES, DESTRUCTION AND CONDEMNATION USE OF NET PROCEEDS

Section 9.01 Damages, Destruction and Condemnation

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Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided herein if prior to the termination of the Lease Term (A) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (B) title to or the temporary use of the Equipment of any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person firm or corporation acting under governmental authority Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to Lessee's obligations pursuant to Section 9 02 hereof

For purposes of Section 8 03 and this Article IX the term Net Proceeds shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award deducting all expenses including attorney's fees incurred in the collection of such claim or award

Section 9 02 Insufficiency of Net Proceeds

Provided the Equipment is not deemed to be a total loss Lessee shall if Lessee is not in default hereunder cause the repair replacement or restoration of the Property and pay the cost thereof

In the event of total destruction or damage to the Equipment, whether or not Lessee is in default, at Lessor's option Lessee shall pay to Lessor on the rent payment due date next succeeding the date of such loss (Rent Payment Due Date) the amount of the Purchase Price applicable to such Rent Payment Due Date plus the Rental Payment due on such date plus any other amounts payable by Lessee hereunder and upon such payment the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Article XI of this Agreement The amount of the Net Proceeds in excess of the then applicable Purchase Price if any may be retained by Lessee Lessee agrees that if the Net proceeds are insufficient to pay in full Lessee's obligations hereunder Lessee shall make such payments to the extent of any such deficiency Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof

ARTICLE X

DISCLAIMER OF WARRANTIES VENDOR'S WARRANTIES USE OF THE EQUIPMENT

Section 10 01 Disclaimer of Warranties

Lessor makes no warranty or representation either express or implied, to the value design condition mechanism or fitness for particular purposes or fitness for use of the Equipment, or warranty with respect thereto In no event shall Lessor be liable for any incidental indirect special or consequential damage in connection with or arising out of this Agreement or the existence furnishing functioning or Lessee's use of any item or products or services provided for in this Agreement

Section 10 02 Vendor's Warranties

Lessor hereby agrees to assign to Lessee solely for the purpose of making and prosecuting any such claim against Vendor all of the rights which Lessor has against Vendor for breach of warranty or other representation respecting the Equipment Lessee's sole remedy for the breach of such warranty indemnification or representation shall be against the Vendor of the Equipment and not against the Lessor nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive fully and timely payments hereunder Lessee expressly acknowledges that Lessor makes and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment

Section 10 03 Use of the Equipment

Lessee will not install use operate or maintain the Equipment improperly carelessly in violation of any applicable law or in a manner contrary to that contemplated by this Agreement Lessee shall provide all permits and licenses if any necessary for the installation and operation of the Equipment In addition Lessee agrees to comply in all respects (including without limitation with respect to the use maintenance and operation of each item of the Equipment) with all laws of the jurisdiction in which its operations involving any item of Equipment may extend and any legislative administrative or judicial body exercising any power or jurisdiction over the items of the Equipment provided however that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not in the opinion of Lessor adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement

ARTICLE XI

Option to Purchase At the request of Lessee Lessor's security interest in the Equipment will be terminated and this Agreement shall terminate (a) At the end of the Lease Term (including Renewal Terms) upon payment in full of the Rental Payments and other amounts payable by Lessee hereunder or (b) At the end of the Original Term or any Renewal Term upon payment by Lessee of the then applicable Purchase Price or (c) If the Lease Term is terminated pursuant to Article IX of this Agreement

ARTICLE XII

ASSIGNMENT SUBLEASING INDEMNIFICATION MORTGAGING AND SELLING

Section 12 01 Assignment by Lessor

This Agreement, and the obligations of Lessee to make payments hereunder may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time subsequent to its execution without the necessity of obtaining the consent of Lessee Lessor agrees to give notice of assignment to Lessee and upon receipt of such notice Lessee agrees to make all payments to the assignee designated in the assignment notwithstanding any claim defense set off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor or the assignee Lessee agrees to execute all documents including notices of assignment and chattel mortgages or financing statements which may be reasonably requested by Lessor or its assignee to protect their interests in the Equipment and in this Agreement

Section 12 02 No Sale, Assignment or Subleasing by Lessee

This Agreement and the interest of Lessee in the Equipment may not be sold assigned or encumbered by Lessee without the prior written consent of Lessor

Section 12 03 Release and Indemnification Covenants

To the extent permitted by the laws and Constitution of the State, Lessee shall protect hold harmless and indemnify Lessor from and against any and all liability obligations losses claims and damages whatsoever regardless of cause thereof, and expenses in connection therewith, including, without limitation counsel fees and expenses penalties and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of the Equipment, the ordering acquisition use operation condition purchase delivery rejection storage or return of any item of the Equipment or any accident in connection with the operation use condition possession storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason Lessee agrees not to withhold or abate any portion of the payments required pursuant to this Agreement by reason of any defects malfunctions breakdowns or infirmities of the Equipment

ARTICLE XIII

EVENTS OF DEFAULT BY LESSEE AND REMEDIES THEREUPON

Section 13 01 Events of Default by Lessee Defined

With respect to Lessee the following shall be Events of Default under this Agreement and the terms Event of Default and Default shall mean whenever they are used in this Agreement, any one or more of the following events (a) Failure by Lessee to pay any Rental Payment or other payment

required to be paid hereunder at the time specified herein or (b) Failure by Lessee to observe and perform any covenant condition or agreement on its part to be observed or performed other than as referred to in Section 13.01(a) for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied as given to Lessee by Lessor unless Lessor shall agree in writing to an extension of such time prior to its expiration provided, however if the failure stated in the notice cannot be corrected within the applicable period Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected or (c) Breach of any material representation or warranty by Lessee under this Agreement or (d) Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition readjustment, liquidation or similar relief under any existing or future bankruptcy insolvency or other similar law or any answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding or (e) A Petition against Lessee in a proceeding under any existing or future bankruptcy insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.06 hereof with respect to nonappropriation and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained other than the obligations on the part of the Lessee contained in Article VI hereof Lessee shall not be deemed in default during the continuance of such inability. The term force majeure as used herein shall mean without limitation the following Acts of God strikes lockouts or other industrial disturbances acts of public enemies order or restraints of any kind of the government of the United States of America or of the State wherein Lessee is located or any of their department, agencies or officials or any civil or military authority insurrections riot landslides earthquakes fire storms droughts floods or explosions

Section 13.02 Remedies on Default

Whenever any event of default referred to in section 13.01 hereof shall have happened and be continuing Lessor shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps (a) with or without terminating this Agreement, retake possession of the Equipment and sell lease or sublease the Equipment for the account of Lessee to be applied to Lessee's obligations hereunder holding Lessee liable for the Purchase Price applicable on the rent payment due date immediately preceding the date of default, plus the Rental payments due on such date plus any other amounts payable by Lessee hereunder including but not limited to attorney's fees expenses and costs of repossession (b) Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Section 6.06 and 8.01 hereof (c) If the Lessor is unable to repossess the Equipment for any reason the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Article IX hereof, and (d) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment

Section 13.03 No Remedy Exclusive

No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient

ARTICLE XIV LESSOR'S WARRANTIES

Section 14.01 Lessor's Warranties

As to each item of leased Equipment to be leased hereunder the Lessor warrants that (a) It has the right to lease the same to Lessee (b) It will keep each item of leased Equipment free of security interests except for the security interest provided for in Section 7.02 of this Agreement (c) It will do nothing to disturb Lessee's full right of possession and enjoyment thereof and the exercise of Lessee's rights with respect to the Equipment leased hereunder subject to compliance by Lessee of the terms of this Agreement

ARTICLE XV

MISCELLANEOUS

Section 15.01 Notices

All notices certificates of other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail postage prepaid to the parties at their respective places of business

Section 15.02 Binding Effect

This Agreement shall insure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns

Section 15.03 Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction such holding shall not invalidate or render unenforceable any other provision hereof

Section 15.04 Amendments

The terms of this Agreement shall not be waived altered modified supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent

Section 15.05 Execution in Counterparts

This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument

Section 15.06 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi

Section 15.07 Captions

The captions or headings in this Agreement are for convenience only and in no way define limit or describe the scope or intent of any provisions of sections of the Agreement

Section 15.08 Entire Agreement

This Agreement constitutes the entire Agreement between Lessor and Lessee. No waiver consent modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties and then such waiver consent modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings agreements representations or warranties express or implied, not specified herein regarding this Agreement or the Equipment lease hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessor and Lessee by their signatures acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms and conditions, and certifies that each signature is duly authorized and the signers are empowered to execute this Agreement on behalf of their respective principals

EXHIBIT "A"
RESOLUTION OF LESSEE

EXHIBIT "B"

{ATTACH LEGAL & TAX OPINION FROM LESSEE'S COUNSEL}

EXHIBIT "C"
CERTIFICATE AS TO ARBITRAGE

We the undersigned **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** (the "Lessee") being the person duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement" (the "Agreement") dated Feb 5, 2015 and issued said date hereby certify that

- 1 The Agreement was issued by the Lessee under and pursuant to SEC 31-7-13(e) MISS CODE ANN (1972) Law to finance the acquisition of certain equipment described therein
- 2 Pursuant to the Agreement, the Lessee is entitled to receive said equipment in consideration for the obligation of the Lessee under the Agreement. Said equipment will be used in furtherance of the public purposes of the Lessee. The Lessee does not intend to sell equipment or said Agreement or to otherwise dispose of said equipment during the term of the Agreement. The Lessee will not receive any monies, funds, or other "proceeds" as a result of the Agreement.
- 3 The Lessee expects to make payments under the Agreement from its general funds on the basis of annual appropriations in amount equal to the required payments under the Agreement. The remaining general funds of the Lessee are not reasonably expected to be used to make such payments and no other monies are pledged to the Agreement or reasonably expected to be used to pay principal and interest on the Agreement.
- 4 The Lessee has not received notice that its Certificate may not be relied upon with respect to its own issues nor has it been advised that any adverse action by the Commissioner of Internal Revenue is contemplated.

To the best of our knowledge, information and belief the expectations herein expressed are reasonable and there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed.

IN WITNESS WHEREOF, we have hereunto set our hands, this 5th day of Febr, 2015

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By

LYNN HORTON
Board President

By

AMY BERRY
Clerk of Board

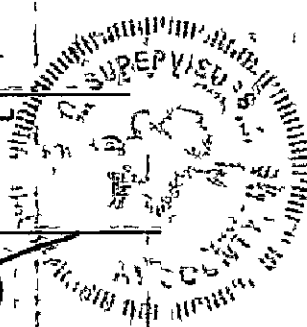


EXHIBIT "D"
DESCRIPTION OF EQUIPMENT

The Equipment that is listed on the invoices attached to this Exhibit D is the subject of the Governmental Lease Purchase Agreement dated Feb. 5, 2015 entered into between Hancock Bank and the Board of Supervisors of Clay County, Mississippi. Lessee hereby certifies that the description of the personal property set forth in the attached invoices constitutes an accurate description of the "Equipment" as defined in the above referenced Governmental Lease Purchase Agreement.

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By


LYNN HORTON
Board President

By


AMY BERRY
Clerk of Board

**EXHIBIT A
RENTAL PAYMENTS**

Monthly rentals on this agreement are \$806.32. The first rental due on this agreement will be due on the TBD day of TBD 2015 and subsequent monthly rentals will be due on the TBD day of each month thereafter. The lease term of this agreement is 48 monthly payments with a \$1.00 Purchase Option available to the Lessee at contract end. The purchase price during the original or any renewal term shall be the amount set forth as the "balance" or "outstanding balance" on the attached amortization schedule plus \$1.00 plus accrued but unpaid interest amounts as set forth on the attached schedule plus other amounts payable by Lessee under the terms of the lease.

EXHIBIT G
ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO HANCOCK BANK

RE Governmental Lease Purchase Agreement

Gentlemen

Reference is made to that certain Governmental Lease Purchase Agreement, dated 2/5/15, 2015 ("Lease"), between Lessor and us, **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** as Lessee leasing the personal property ("Property") described in Exhibit "D" to such Lease. This confirms and affirms that the Property is essential to the functions of the undersigned as or to the service we provided to our citizens.

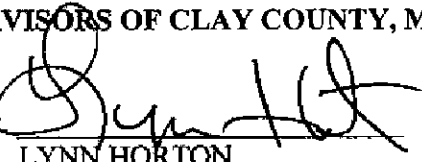
Further, we have an immediate need for and expect to make immediate use of substantially all the Property, which need is not temporarily or expected to diminish in the foreseeable future. The Property will be used by us only for the purpose of performing one or more of the governmental or proprietary functions consistent with the permissible scope of our authority.

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year in as much as there will be a continued need for such property.

Very truly yours,

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By


LYNN HORTON
Board President

By

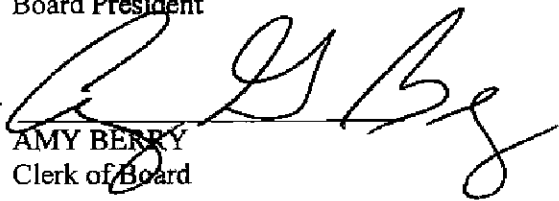

AMY BERRY
Clerk of Board

Exhibit H
BILL OF SALE

For and in consideration of the purchase price of \$37,263.36 paid by Hancock Bank, Gulfport, Mississippi ("Lessor"), to the _____ ("Lessee/Vendor"), receipt of which is hereby acknowledged, the Lessee hereby sells, assigns, and transfers to Lessor, the equipment (the "Equipment") now in the possession of Lessee as described on Exhibit D and the attachments thereto

It is agreed that the Equipment is to remain in the possession of Lessee but that the possession thereof by Lessee shall, from and after the date hereof, be subject to the Governmental Lease Purchase Agreement dated as of 2/5/2015 between Lessor and Lessee (the "Agreement"), with the same effect as though the Equipment had been acquired by Lessor and delivered to Lessee as of the date hereof. The rental applicable to the Equipment shall be determined in accordance with the terms of the Agreement

Lessee hereby represents and warrants that the Equipment is now in the possession of the Lessee and hereby transfers to Lessor the Equipment free and clear of any and all liens and encumbrances, subject to re-conveyance and retention of title to Lessee as provided in the Agreement

Lessee hereby agrees, upon request of Lessor, to execute and deliver any other instruments, papers, or documents which may be required, or desirable, in the opinion of Lessor in order to give effect to this Bill of Sale.

IN WITNESS WHEREOF Lessee has duly executed this Bill of Sale as of this 5th day of Feb 2015

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

BY

Lynn Horton
LYNN HORTON
Board President

BY

Amy Berry
AMY BERRY
Clerk of Board

Exhibit J
ASSIGNMENT OF PURCHASE ORDERS

For value received, the **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** ("Assignor") does hereby, sell, assign and transfer to Hancock Bank, Gulfport, Mississippi ("Assignee") all its right, title and interest in and to and delegates all its duties under the purchase orders attached hereto and made a part hereof (the "Purchase Orders"), including without limitation the right to take title to the equipment (the "Equipment") described in the Purchase Orders and to be named as purchaser in any bills of sale and/or invoices to be delivered in connection therewith, subject to the provisions of the Agreement with respect to the transfer of title to Lessee

The Assignor represents that the Purchase Orders are in full force and effect and enforceable in accordance with the terms thereof, and are assignable and the duties thereunder delegable and that this Assignment is a valid exercise of the rights of the Assignor

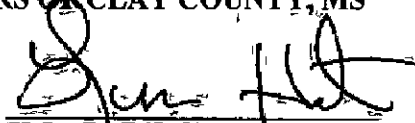
This Assignment is executed for the purpose of enabling Assignee to purchase the Equipment specified on the Purchase Orders which Assignee will lease to Assignor pursuant to a certain Governmental Lease Purchase Agreement dated as of 2/5/ 2015 and of which this Assignment constitutes an integral part, and is subject to the provisions of the Agreement with respect to the transfer of title to Lessee

Assignee has caused or will cause all actions to be taken as provided in the Purchase Orders assigned hereby including those pertaining to the delivery, installation, quality and quantities of Equipment

EXECUTED this 5th day of Febr. 2015

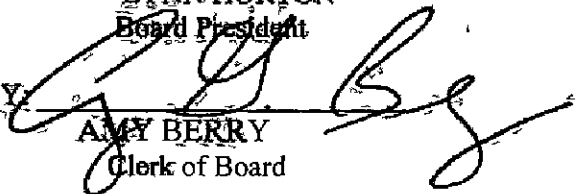
BOARD OF SUPERVISORS OF CLAY COUNTY, MS

BY



LYNN HORTON
Board President

BY



AMY BERRY
Clerk of Board

Exhibit K
ASSIGNMENT OF INVOICES

For value received, the **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** ("Assignor") does hereby sell, assign and transfer to **Hancock Bank, Gulfport, Mississippi** ("Assignee") all its right, title and interest in and to and delegates its duties under the invoices attached hereto and made a part hereof (the "Invoices").

The Assignor represents that the Invoices are in full force and effect and are assignable and that this Assignment is a valid exercise of the rights of the Assignor.

This Assignment is executed for the purpose of establishing in Assignee clear title to the equipment specified on the Invoices which equipment is subject to that certain Governmental Lease Purchase Agreement dated as of 2/5/ 2015 by the Assignor and Assignee, of which this Assignment constitutes an integral part, including those provisions for the transfer and retention of title to Lessee as provided in the Agreement.

This Assignment of Invoices is executed as of this 5th day of Febr 2015

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

BY 
LYNN HORTON
Board President

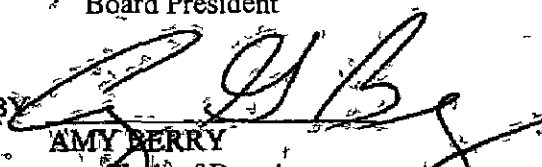
BY 
AMY BERRY
Clerk of Board

EXHIBIT L
CERTIFICATE WITH RESPECT TO
QUALIFIED TAX-EXEMPT OBLIGATION

We, the undersigned representatives of the **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** (the "Lessee") being the persons duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement" (the "Agreement") dated 2/5/, 2015 and issued said date hereby certify that:

- 1 This Certificate is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax-exempt obligation of Lessee for purposes of the Tax Reform Act of 1986
- 2 The Lease being issued by Lessee is in calendar year 2015
- 3 No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit
- 4 To the best knowledge and belief of Lessee the Lease is issued to provide financing as a qualified project bond within the meaning of the Act
- 5 Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year 2015 as qualified tax-exempt obligations
- 6 Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by lessee during calendar year 2015 will not exceed \$10,000,000.00

To the best of our knowledge, information and belief the expectations herein expressed are reasonable and there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed

IN WITNESS WHEREOF, we have hereunto set our hands this 5th day of Febr 2015

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By


LYNN HORTON
Board President

By


AMY BERRY
Clerk of Board

EXHIBIT M
AGREEMENT TO TENDER VEHICLE TITLE TO LESSOR

We, the undersigned officers of Clay County, Mississippi ("Lessee"), being the persons duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement (the "Agreement") dated as of _____ hereby agree to give to Hancock Bank ("Lessor") the title to the vehicle being financed through the above referenced Agreement within ten days of receipt of the title from the State of Mississippi

Upon receipt of the vehicle title from the Lessee, Hancock Bank will file a title application with the State of Mississippi in order that Hancock Bank may be shown as lien holder on the vehicle

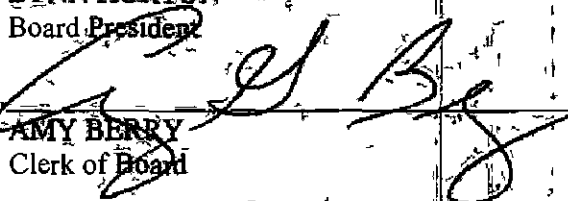
IN WITNESS WHEREOF, we have hereunto set our hands this 5th day of Febr, 2015

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By


LYNN HORTON
Board President

By


AMY BERRY
Clerk of Board

Addendum

to

Clay County \$37,263.36 Lease Purchase Agreement, Series 2015

The Clay County \$37,263.36 Lease Purchase Agreement, Series 2015 is hereby amended as follows

"LESSOR" – means Whitney Bank, as of April 1, 2014 a State of Mississippi chartered bank doing business in Mississippi, Alabama & Florida under the trade name "Hancock Bank "

"HANCOCK BANK" - All references to Hancock Bank in the Lease Purchase Agreement referred to herein, and in any supporting documentation thereto means Whitney Bank, doing business as Hancock Bank. Whitney Bank is the bank subsidiary of Hancock Holding Company

IN WITNESS WHEREOF, we have hereunto set our hands this 24 day of Feb 2015

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By

Lynn Horton
LYNN HORTON
Board President

By

Amy Berry
AMY BERRY
Clerk of Board

EDWARDS, STOREY, MARSHALL, HELVESTON & EASTERLING, LLP

A M EDWARDS JR
1926 2007

ATTORNEYS AT LAW
PO BOX 835 103 E. BROAD STREET
WEST POINT, MS 39773

PHONE (662) 494-5184 FAX (662) 494-4836
E-MAIL: esmh@esmh.net
Website: <http://www.esmh.net>

THOMAS B STOREY JR
ROBERT B MARSHALL JR
JAMES C HELVESTON
MICHELLE D EASTERLING

February 9, 2015

Hancock Bank
Public Finance Dept
P O Box 4019
Gulfport, MS 39502

RE Lease-Purchase of Equipment by Board of Supervisors of Clay County, MS District

Gentlemen

Pursuant to your request, we hereby render the following opinion regarding the Governmental Lease Purchase Agreement (the "Agreement"), dated February 5, 2015, between the Board of Supervisors of Clay County, Mississippi (the "Lessee") and, Hancock Bank (the "Lessor")

We have acted as counsel to the Lessee with respect to certain legal matters pertaining to the Agreement, and to the transactions contemplated thereby. We are familiar with the Agreement and we have examined such agreements, schedules, statements, certificates, records, including minutes of the governing body of the Lessee and any other governing authority, and other instruments of public officials, Lessee, and other persons, as we have considered necessary or proper as a basis for the opinions hereinafter stated.

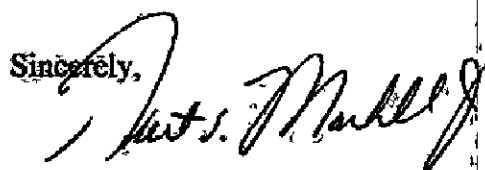
Based on such examination, we are of the opinion that

- 1 Lessee has full power, authority and legal right to purchase equipment, as defined in the Agreement, and to execute, deliver and perform the terms of the Agreement. The purchase of the equipment and the execution, delivery and performance of the Agreement has been duly authorized by all necessary action on the part of Lessee and any other governing authority and does not require the approval of, or giving of notice to, any other federal, state, local, or foreign governmental authority and does not contravene any law binding on Lessee or contravene any indenture, credit agreement or other agreement to which Lessee is a party or by which it is bound. The Agreement grants the Lessor a valid, first priority security interest in the Equipment.

- 2 The agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms.
- 3 All required procedures and laws for the purchase of the equipment and the execution, delivery and performance of the Agreement, including competitive bidding, if applicable, have been complied with, and all will be paid out of funds which are legally available for such purposes
- 4 With respect to the tax-exempt status of the portion of rental payments under the Agreement, under present law:
- (a) The Agreement is a conditional sales agreement which qualifies as an obligation for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury regulations and rulings thereunder
 - (b) The interest portion of the rental payments under the terms of the Agreement is exempt from federal income taxation pursuant to Section 103(a) of the Code and the Treasury regulations and rulings thereunder. The interest portion of the rental payments under the terms of the Agreement is exempt from Mississippi Income Taxation.
- 5 The Lessee has designated the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986.
- 6 There are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body against Lessee which may materially affect Lessee's financial condition or operations, or which could have any effect whatsoever upon the validity, performance or enforceability of the terms of the Agreement.

This opinion is being furnished to you in connection with the above-referenced transaction. The opinions expressed herein are for the sole benefit of and may be relied upon by the Lessor and its assigns and are not to be delivered to or relied upon by any other party without prior written consent.

Sincerely,



Robert B. Marshall, Jr.
RBM/vjr

Requisition # 18391

PURCHASE ORDER
CLAY COUNTY
WEST POINT, MS
662-494-3124

OPEN

PO # 36730
Date 1/29/2015

Vendor # 1246

CANNON CHEVROLET CADILLAC
69900 HWY 82 WEST

GREENWOOD MS 38930-0000

Bill to
CLAY CO CORONER
P O BOX 815
205 COURT ST
WEST POINT MS 39773-0000

Ship to
CHANCERY CLERK
205 COURT ST
P O BOX 815
WEST POINT MS 39773-0000

Bid Date

Contract Date

QUANTITY	DESCRIPTION	PRICE	TOTAL
1 00	NEW 2015 SUBURVAN LS-BLAC 001-	37263 36	37263 36

TOTAL AMOUNT OF PURCHASE ORDER

37263 36


Purchase Clerk

ORIGINAL DATE OF PRINT. 1/29/2015 11 04 05

DEAL 217987

DATE 31 JAN 2015

PURCHASE AGREEMENT

VEHICLE PURCHASED STOCK# CT15236

NEW USED YEAR 2015 MAKE CHEVROLET

MODEL SUBURBAN 1500 SERIES

MILES 250 COLOR BLACK

MILES EXCEEDING LIMITS ☐ MILES INCORRECT ☐

VIN # 1GN5CHK28FR247543

ENGINE G D 4 6 8 4X4

TRANSMISSION MANUAL AUTO

AIR COND () DUAL

PWR SEAT () LEATHER

PWR WINDOWS PWR LOCKS

CRUISE SUNROOF

ALLOY WHEELS RUN BRDS

BEDLINER TOW PKG

EMAIL

"A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE HANDLING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION"

SALE PRICE 37064 36

TRADE IN

DIFFERENCE 37064 36

FEES 199.00

SALES TAX

SUB TOTAL

CASH BACK 37263 36

DOWN PAYMENT

SUB TOTAL

PAYOFF 37263 36

TOTAL

SERVICE CONTRACT

TOTAL

PRIVACY NOTICE

In connection with your transaction Cannon Chevrolet Cadillac Nissan may obtain information about you as described in this notice which we handle as stated in this notice

We collect non public information about you from the following sources

Received from you on applications or other forms
About your transactions with us or affiliates or others and
Received from a consumer reporting agency

We may disclose all of the information we collect as described above to companies performing marketing services on our behalf or to other financial institutions which whom we have a joint marketing agreement We may make disclosures about you as a consumer, customer or former customer

We may also disclose nonpublic personal information about you as a consumer customer or former customer to non affiliated third parties as permitted by law

We restrict access to nonpublic personal information about you to those employees who need to know information to provide products or services to you We maintain physical electronic and procedural safeguards that comply with federal regulations to guard your nonpublic information By executing this document you are acknowledging that we are authorized to obtain a copy of your credit report from a consumer reporting agency and that you understand that this vehicle is sold to you with no warranty except as specified in writing

Buyer Clay County

Co Buyer

Salesman

Manager

INSURANCE CO
ADDRESS
PHONE

CANNON CHEVROLET • CADILLAC • NISSAN "NOBODY BEATS A CANNON DEAL NOBODY"

69900 Hwy 82 WEST / PO BOX 9088 / GREENWOOD, MS 38930 / 662-453-4211

KITT BRYANT
CANNON CHEVROLET, CADILLAC, NISSAN INC

owb002 | Logout

[Home](#) > [Order Vehicles](#) > [Configure a New Vehicle](#) Choose Options

PLAN & FORECAST

ORDER VEHICLES

MANAGE
INVENTORY

LOCATE VEHICLES

DELIVER VEHICLES

REPORTS & TOOLS

Configure a New Vehicle Choose Options

Choose Model

Choose Options

Customer/Other Info

View Summary

MY CONFIGURATION

2015 CHEVROLET TRUCK
SUBURB CC15906 Suburban
2WD

PEC 1LS

Distrib. Entity FLT Fleet
Order Type FBC Fleet Political
Subdivision

RELATED LINKS

[View List of All Options and
Their Detailed Descriptions](#)
[US On-Line Order/Reference
Guide](#)

Choose the options that are available for the selected PEG and then click Next Configuration Summary. Click Cancel to cancel the entire configuration. You can see what changes you have made to the original PEG by expanding the Options Added and Removed section and view the As Configured pricing in the My Configuration box.

Options Added and Removed

Indicates a required field

Select Vehicle Options

[View Weekly Constraints Report \(Retail\)](#)

Expand / Collapse All Options

Select Option Description

MSRP

VQ1

Primary Color (GBA)

<input type="checkbox"/>	G7U	Sable Metallic	\$495.00	\$435.60
<input type="checkbox"/>	GAN	Silver Ice Metallic	\$0.00	\$0.00
<input type="checkbox"/>	GAZ	Summit White	\$0.00	\$0.00
<input type="checkbox"/>	GBA	Black	\$0.00	\$0.00
<input type="checkbox"/>	GBE	Crystal Red Tintcoat	\$495.00	\$435.60
<input type="checkbox"/>	GBN	White Diamond Tricoat	\$995.00	\$875.60
<input type="checkbox"/>	GWT	Champagne Silver Metallic	\$0.00	\$0.00
<input type="checkbox"/>	GXG	Tungsten Metallic	\$0.00	\$0.00

Trim (H0U)

<input type="checkbox"/>	H0K	Cocoa/Dune Leather appointed seat trim	\$0.00	\$0.00
<input type="checkbox"/>	H0U	Jet Black, Cloth seat trim	\$0.00	\$0.00
<input type="checkbox"/>	H2G	Jet Black, Vinyl seat trim	\$0.00	\$0.00
<input type="checkbox"/>	H2T	Cocoa/Dune Cloth seat trim	\$0.00	\$0.00
<input type="checkbox"/>	H2U	Jet Black, Leather-appointed seat trim	\$0.00	\$0.00
<input type="checkbox"/>	H2V	Jet Black/Dark Ash Leather appointed seat trim	\$0.00	\$0.00
<input type="checkbox"/>	H2X	Jet Black, Perforated leather-appointed seat trim	\$0.00	\$0.00
<input type="checkbox"/>	H2Y	Cocoa/Dune, Perforated leather-appointed seat trim	\$0.00	\$0.00
<input type="checkbox"/>	H4X	Cocoa/Mahogany Perforated leather-appointed seat trim	\$295.00	\$259.60

Body Code (TB4)

<input type="checkbox"/>	TB4	Liftgate rear manual	\$0.00	\$0.00
<input type="checkbox"/>	TB5	Liftgate power	\$0.00	\$0.00

GVWR (C6A)

<input type="checkbox"/>	C6A	GVWR 7300 lbs (3311 kg)	\$0.00	\$0.00
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Engine (L83)

<input type="checkbox"/>	L83	Engine 5.3L V8 EcoTec3 with Active Fuel Management, Direct Injection and Variable Valve Timing	\$0.00	\$0.00
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








































Transmission (MYC)

<input type="checkbox"/>	MYC	Transmission 6-speed automatic, electronically controlled	\$0.00	\$0.00
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Emissions (FE9)

<input type="checkbox"/>	FE9	Emissions Federal requirements	\$0.00	\$0.00
<input type="checkbox"/>	NE1	Emissions Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington	\$0.00	\$0.00

will back
seats - old
down to
completely
flat

		state requirements		
	YF5	Emissions California state requirements	\$0.00	\$0.00
 Rear Axle [GU4]				
	GU4	Rear axle 3.08 ratio	\$0.00	\$0.00
	GU6	Rear axle 3.42 ratio	\$0.00	\$0.00
 Tires [RKX]				
	QSS	Tires P275/55R20 all-season blackwall	\$0.00	\$0.00
	QST	Tires P285/45R22 all-season blackwall	\$0.00	\$0.00
	RBZ	Tires P255/70R17 all-season blackwall	\$0.00	\$0.00
	RC3	Tires P285/70R17 all-terrain blackwall	\$0.00	\$0.00
	RKX	Tires P285/65R18 all-season blackwall	\$0.00	\$0.00
 Wheels [PZX]				
	PZX	Wheels 18" x 8.5" (45.7 cm x 21.6 cm) aluminum with high-polished finish	\$0.00	\$0.00
	RBR	Wheels 22" x 9" steel, interim	\$0.00	\$0.00
	RD2	Wheels 20" x 9" (50.8 cm x 22.9 cm) chrome	\$400.00	\$352.00
	RD4	Wheels 20" x 9" (50.8 cm x 22.9 cm) polished-aluminum	N/A	N/A
	RD6	Wheels 17" x 8" (43.2 cm x 20.3 cm) painted steel	-\$600.00	\$528.00
	SGF	Wheels 22" (55.9 cm)	\$895.00	\$787.60
 Radio [IO3]				
	IO3	Audio system, AM/FM stereo with CD player and auxiliary input jack	\$0.00	\$0.00
	IO5	Audio system, Chevrolet MyLink Radio, AM/FM stereo with CD player	\$0.00	\$0.00
	IO6	Audio system, Chevrolet MyLink Radio with Navigation, AM/FM stereo and CD player	N/A	N/A
 Seats [A85]				
	A85	Seating front bucket with Premium Cloth	\$0.00	\$0.00
	AN3	Seating front bucket with Perforated leather-appointed heated and cooled seat cushions	\$0.00	\$0.00
	AZ3	Seating front 40/20/40 split-bench with Premium Cloth 3-passenger	\$0.00	\$0.00
 Paint Scheme [ZY1]				
	TGL	COLOR COMBINATION TWO TONE, SPECIAL PAINT	\$300.00	\$264.00
	ZY1	Paint scheme solid application	\$0.00	\$0.00
 Ship Through Codes				
	VPV	Ship Thru Produced in Arlington Assembly	\$0.00	\$130.00
 Additional Options				
COMMUNICATION SYSTEM				
	UE0	OnStar delete	\$85.00	-\$74.80
	UE1	OnStar Directions and Connections plan for 6 months	\$0.00	\$0.00
COVERING FLOOR				
	B30	Floor covering color-keyed carpeting	\$0.00	\$0.00
	BG8	Floor covering Black rubberized vinyl	\$0.00	\$0.00
DIGITAL AUDIO SYSTEM				
	U2J	SiriusXM radio delete	N/A	N/A
	U2M	SiriusXM Satellite Radio and HD Radio	\$0.00	\$0.00
Fleet Management Company				
	R6A	ARI	\$0.00	\$0.00
	R6R	Donlen Corp	\$0.00	\$0.00
	R8T	Emkey	\$0.00	\$0.00
	R6U	GE	\$0.00	\$0.00
	R7A	Enterprise Fleet	\$0.00	\$0.00
	R7G	LeasePlan	\$0.00	\$0.00
	R7H	Mike Albert	\$0.00	\$0.00
	R7W	PHH	\$0.00	\$0.00
	R8N	Wheels	\$0.00	\$0.00

GENERATOR		
<input checked="" type="checkbox"/> KG4	Alternator 150 amps	\$0 00 \$0 00
HVAC SYSTEM		
<input checked="" type="checkbox"/> CJ4	Climate control tri-zone automatic	\$0 00 \$0 00
LOCK CONTROL ENTRY		
<input checked="" type="checkbox"/> AQO	Remote Keyless Entry extended-range	\$0 00 \$0 00
<input checked="" type="checkbox"/> ATH	Passive Entry System	\$0 00 \$0 00
LPO WHEELS		
<input checked="" type="checkbox"/> RX1	LPO 22" (55.9 cm) 7 spoke Silver wheels with Black inserts	\$2 995 00 \$2 835 60
<input checked="" type="checkbox"/> SEU	LPO 22" (55.9 cm) chrome 6-spoke multi-featured design wheels	\$2 995 00 \$2 835 60
<input checked="" type="checkbox"/> SEV	LPO 22" (55.9 cm) 6-spoke Black wheels	\$2 995 00 \$2 835 80
<input checked="" type="checkbox"/> SEW	LPO 22" (55.9 cm) 5-spoke Silver ultra bright machined wheels	\$2 995 00 \$2 835 80
<input checked="" type="checkbox"/> SEY	LPO 22" (55.9 cm) chrome 5-spoke multi-featured design wheels	\$2 995 00 \$2 835 60
<input checked="" type="checkbox"/> SEZ	LPO 22" (55.9 cm) chrome 6-spoke multi-featured design wheels	\$2 995 00 \$2 835 80
<input checked="" type="checkbox"/> SF0	LPO 22" (55.9 cm) 8-spoke premium Silver ultra bright machined wheels	\$2 995 00 \$2 835 60
<input checked="" type="checkbox"/> SF1	LPO 22" (55.9 cm) 7 spoke Silver wheels	\$2 995 00 \$2 835 80
MIRROR O/S		
<input checked="" type="checkbox"/> DL3	Mirrors, outside heated power-adjustable power folding and driver-side auto-dimming	\$0 00 \$0 00
<input checked="" type="checkbox"/> DL6	Mirrors, outside heated power-adjustable manual folding and auto-fogged	\$0 00 \$0 00
ONSTAR R-CODES		
<input checked="" type="checkbox"/> R8G	OnStar 1 Additional Year of OnStar Safe and Sound Service	\$0 00 \$199 00
<input checked="" type="checkbox"/> R8P	OnStar 30 Additional Months of OnStar Safe and Sound Service	\$0 00 \$429 00
<input checked="" type="checkbox"/> RBW	OnStar 2 Additional Years of OnStar Safe and Sound Service	\$0 00 \$359 00
<input checked="" type="checkbox"/> R8Y	OnStar 1 Additional Year of OnStar Directions and Connections Service	\$0 00 \$299 00
<input checked="" type="checkbox"/> R8Z	OnStar 2 Additional Years of OnStar Directions and Connections Service	\$0 00 \$549 00
<input checked="" type="checkbox"/> RFG	OnStar 30 Additional Months of OnStar Directions and Connections Service	\$0 00 \$649 00
SEAT RR		
<input checked="" type="checkbox"/> ATB	Seats second row 60/40 split-folding bench manual	\$0 00 \$0 00
<input checked="" type="checkbox"/> ATN	Seats second row bucket, power release	N/A N/A
<input checked="" type="checkbox"/> ATT	Seats second row 60/40 split-folding bench power release	\$0 00 \$0 00
<input checked="" type="checkbox"/> ATV	Seats second row bucket, manual	\$590 00 \$519 20
SEAT THIRD ROW		
<input checked="" type="checkbox"/> ARN	Seat, third row manual 60/40 split-folding bench fold flat	\$0 00 \$0 00
<input checked="" type="checkbox"/> AS8	Seats third row 60/40 split bench power fold	\$0 00 \$0 00
SPEAKER SYSTEM		
<input checked="" type="checkbox"/> UO3	Audio system feature 6-speaker system	\$0 00 \$0 00
<input checked="" type="checkbox"/> UO4	Audio system feature Bose premium 9 speaker system	\$0 00 \$0 00
<input checked="" type="checkbox"/> UO5	Audio system feature Bose Centerpoint Surround Sound premium 10-speaker system	\$0 00 \$0 00
STEPS RUNNINGBOARD		
<input checked="" type="checkbox"/> BRS	Assist step, power-retractable with chrome accent strip and perimeter lighting	\$1 745 00 \$1 535 80
TIRE SPARE		
<input checked="" type="checkbox"/> RC4	Tire spare P285/70R17 all season blackwall	\$0 00 \$0 00
<input checked="" type="checkbox"/> ZBZ	Tire spare P255/70R17 all season blackwall	\$0 00 \$0 00
WINDOW TYPE		
<input checked="" type="checkbox"/> AKP	Glass solar absorbing non deep tint	\$295 00 \$259 60
Other		
<input checked="" type="checkbox"/> A45	Memory settings	\$0 00 \$0 00
<input checked="" type="checkbox"/> AG1	Seat adjuster driver 10-way power	\$0 00 \$0 00
<input checked="" type="checkbox"/> AG2	Seat adjuster front passenger 6-way power	\$0 00 \$0 00

<input checked="" type="checkbox"/>	AU3	Door locks power programmable with lockout protection	\$0.00	\$0.00
<input checked="" type="checkbox"/>	AY0	Air bags: frontal and side-impact for driver and front passenger and head curtain side-impact for all rows in outboard seating positions	\$0.00	\$0.00
<input checked="" type="checkbox"/>	B58	Floor mats: color-keyed carpeted first and second row removable	\$0.00	\$0.00
<input checked="" type="checkbox"/>	B86	Moldings body-color bodyside	\$0.00	\$0.00
<input checked="" type="checkbox"/>	BTM	Keyless start switch	\$0.00	\$0.00
<input checked="" type="checkbox"/>	BTV	Remote vehicle start	\$0.00	\$0.00
<input checked="" type="checkbox"/>	C49	Defogger rear-window electric	\$0.00	\$0.00
<input checked="" type="checkbox"/>	CE1	Wipers front intermittent, RainSense	\$0.00	\$0.00
<input checked="" type="checkbox"/>	CF6	Sunroof power tilt sliding	WVA	WVA
<input checked="" type="checkbox"/>	DB8	Mirror inside rearview auto-dimming	\$0.00	\$0.00
<input checked="" type="checkbox"/>	DNU	DVD screen third row	\$0.00	\$0.00
<input checked="" type="checkbox"/>	G80	Differential heavy-duty locking rear	\$0.00	\$0.00
<input checked="" type="checkbox"/>	JF4	Pedals power-adjustable for accelerator and brake	\$0.00	\$0.00
<input checked="" type="checkbox"/>	JL1	Trailer brake controller integrated	\$0.00	\$0.00
<input checked="" type="checkbox"/>	K05	Engine block heater	\$75.00	\$68.00
<input checked="" type="checkbox"/>	K34	Cruise control electronic with set and resume speed	\$0.00	\$0.00
<input checked="" type="checkbox"/>	K47	Air cleaner high-capacity	\$0.00	\$0.00
<input checked="" type="checkbox"/>	K4B	Battery Auxiliary 730 CCA	\$199.00	\$167.20
<input checked="" type="checkbox"/>	KA6	Seats heated second row	\$0.00	\$0.00
<input checked="" type="checkbox"/>	KB6	Seats heated and cooled driver and front passenger	\$0.00	\$0.00
<input checked="" type="checkbox"/>	KC4	Cooling external engine oil cooler heavy-duty air-to-oil	\$0.00	\$0.00
<input checked="" type="checkbox"/>	KI4	Power outlet, 110-volt	\$0.00	\$0.00
<input checked="" type="checkbox"/>	KNP	Cooling auxiliary transmission oil cooler heavy-duty air-to-oil	\$0.00	\$0.00
<input checked="" type="checkbox"/>	N33	Steering column Tilt-Wheel	\$0.00	\$0.00
<input checked="" type="checkbox"/>	N37	Steering column manual tilt and telescopic	\$0.00	\$0.00
<input checked="" type="checkbox"/>	N38	Steering column power tilt and telescopic	\$0.00	\$0.00
<input checked="" type="checkbox"/>	NBB	Emissions override California	\$0.00	\$0.00
<input checked="" type="checkbox"/>	NBB	Emissions override state-specific	\$0.00	\$0.00
<input checked="" type="checkbox"/>	NC7	Emissions override Federal	\$0.00	\$0.00
<input checked="" type="checkbox"/>	NHT	Max Trailering Package	\$450.00	\$398.00
<input checked="" type="checkbox"/>	PCJ	Sun Entertainment and Destinations Package	\$5,500.00	\$2,908.40
<input checked="" type="checkbox"/>	PCK	Luxury Package	\$2,765.00	\$2,380.40
<input checked="" type="checkbox"/>	PCW	Driver Alert Package	\$595.00	\$523.60
<input checked="" type="checkbox"/>	R6L	Override for GAM orders	\$0.00	\$0.00
<input checked="" type="checkbox"/>	R6X	Sun Entertainment and Destinations Package Discount not desired	\$0.00	\$0.00
<input checked="" type="checkbox"/>	R9Y	Fleet Free Maintenance Credit	-\$155.00	-\$118.80
<input checked="" type="checkbox"/>	RFA	OnStar Business Vehicle Manager Service	\$0.00	\$0.00
<input checked="" type="checkbox"/>	RFC	Railroad Operators Incentive	\$0.00	\$4,000.00
<input checked="" type="checkbox"/>	RVM	LPO Chrome bodyside moldings	\$295.00	\$259.60
<input checked="" type="checkbox"/>	RWK	LPO Painted body-side moldings	\$275.00	\$242.00
<input checked="" type="checkbox"/>	RXH	LPO Wheel Center Cap	WVA	WVA
<input checked="" type="checkbox"/>	S0M	LPO Illuminated door sill plates	\$420.00	\$389.60
<input checked="" type="checkbox"/>	S0P	LPO Console insert	\$60.00	\$52.80
<input checked="" type="checkbox"/>	S1V	LPO Rear seat headphones	\$110.00	\$96.80
<input checked="" type="checkbox"/>	SBN	LPO Trailer Hitch insert	\$35.00	\$30.80
<input checked="" type="checkbox"/>	SAF	Tire camera lockable outside spare winch type mounted under frame at rear	\$0.00	\$0.00
<input checked="" type="checkbox"/>	SDA	LPO Black recovery hooks	\$120.00	\$105.60
<input checked="" type="checkbox"/>	SFE	LPO Wheel locks set of 4 (dealer installed)	\$55.00	\$48.40
<input checked="" type="checkbox"/>	SLT	Sales Package	\$0.00	\$0.00
<input checked="" type="checkbox"/>	T3U	Fog lamps	\$0.00	\$0.00
<input checked="" type="checkbox"/>	T4F	Headlamps high intensity discharge	\$0.00	\$0.00

Base Price	\$47,595.00	\$44,263.36
Total Options	\$0.00	\$0.00
Total Price	\$47,595.00	\$44,263.36
Destination Charge	\$985.00	\$996.00
TOTAL PRICE w/ DFC	\$48,580.00	\$45,259.36

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GM Pricing.com for official GM Price schedule. GM pricing is subject to change by GM at any time without notice. The GSA Price Level is for GM use only.

Order Workbench, FAQs, Site Map

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45,263.36
- 8,200.00
37,063.36

Teresa Ware

From Barrett Clark <jbclarklcc@yahoo.com>
Sent Wednesday, November 19, 2014 9:55 AM
To tware@claycounty.ms.gov
Subject 15 Chev Suburban
Attachments CLAY CO SUBURBAN.docx

To whom it may concern

We submit a bid for Clay Co. on a 15 Chevrolet Suburban LS for \$39,715 plus any possible taxes. Attached is the specifications.

Thank you!

Barrett Clark

Larry Clark Chevrolet
Amory, MS

303

LARRY CLARK CHEVROLET BUICK GMC CADILLAC INC
533 HIGHWAY 278 W AMORY MS 38821
662-256-9606
Customer/Company

Sales Consultant

Address

Vehicle #1 2015 Chevrolet Suburban

VIN/Order #

MSRP

1GNSCHKC8FR247543

\$49 040 00

Additional Vehicle Information

Body Style CC15906-2WD

PEG 1LS-LS Preferred Equipment Group

Primary Color GBA-Black

Trim H2T-Cloth Cocoa Dune Interior Trim

Engine L83 Engine 5.3L V-8 Flex Fuel SIDI, Active Fuel Mgt

Transmission MYC-6-Speed Automatic

Options 1LS-LS Preferred Equipment Group

A95-Seat High Back Bucket Driver and Passenger

AQQ-Keyless Remote Entry

ARN-Seats 3rd Row 60/40 Bench, Manual Folding

AT6-Seats 2nd Row 60/40 Bench, Manual Folding

AU3 Power Door Locks

B30-Floor Covering Color Keyed Carpet with Mats

B58 Floor Mats Frt. & Rr. Carpeted Insert

BTV-Remote Engine Starting Pkg

C49-Defogger Rear Window, Electric

C6A-GVW Rating 7300 Lbs

CE1-Wipers, Front intermittent RainSense

CJ4-Climate Control Electronic - Multi-zone

DL8-Mirrors O/S, Power Heated

FE9-Federal Emissions

G80-Locking Differential, Rear

GBA-Black

GU6-Rear Axle 3.42 Ratio

H2T Cloth, Cocoa Dune Interior Trim

IO3-Base Radio 4.2, Color Screen w/ USB

JL1-Integrated Trailer Brake Controller

K34-Cruise Control

KC4-Cooler Engine Oil

KG4-Alternator 150 AMP

KI4-110 Volt Electrical Receptacle, In Cab

KNP-Transmission Cooling System

L83 Engine 5.3L V-8 Flex Fuel SIDI Active Fuel Mgt

MYC-6-Speed Automatic

RC8-Steering Column Manual Tilt

TR1-Trailer Package

PZX-Wheels, 18" x 8.5" Aluminum

RC4-Tire Spare P265/70R17 Blackwall

RKX-Tires P265/65 R18 All Season Blackwall

SAF-Spare Tire Lock

TB4-Rear Lift Gate Manual

TG5-Compact Disc and MP3 Player

U2M-SiriusXM Satellite Radio (subscription)

JD7-Rear Parking Assist Sensors

UDD-Driver Info Display

UE1-OnStar Communication System

UK3-Radio Controls - Steering Wheel

UPF-Bluetooth for Phone

UQ3-Speaker System

UTJ-Theft Protection System Unauthorized Entry

LR4-Rear View Camera System

V54-Luggage Rack Roof Mounted Black

VK3-License Plate Front Mounting Hardware

Z82-Trailer Package

ZY1-Paint Solid

Mitchell Automotive 7-3-14

Bid on 2015 Suburban
Meeting all specs.

For Clay County, Coroners Office

45200 Total
Delivered

Ben Thomas

7-3-14

CANNON CHEVROLET OLDSMOBILE INC.				BILL OF SALE			
GREENWOOD, MISSISSIPPI 38930				17811			
DATE: 01/11/2018							
CLAY COUNTY				DEAL 217807			
PO BOX 58				CUSTOMER 217907			
WEST POINT MS 39073							
SALEMAN	NEW/USED	YEAR	MAKE	MODEL	SERIAL NO.	KEY NO.	STOCK NO.
RYAN T. WOOD	NEW	2018	CHEVROLET	SILVERADO	14NCHHCH217907		0115236
EQUIPMENT AND ACCESSORIES				SALE PRICE		37064.36	
MILEAGE 2500				SAFEGUARD FEE		N/A	
				MISSISSIPPI REGISTRATION		N/A	
				SALES TAX		N/A	
				DOCS		109.00	
				TOTAL PRICE		37263.36	
				INSURANCE		N/A	
				CREDIT FEE		N/A	
				ACCIDENT BENEFIT		N/A	
				HOLD AS A BREAKDOWN		N/A	
				FINANCE CHARGE		N/A	
				TOTAL DUE		37263.36	
<p>A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW. HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE HANDLING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION.</p>				EASY ON DELIVERY		N/A	
				DEPOSIT		N/A	
				TRADE IN ALLOWANCE		N/A	
				PAYMENT		N/A	
				REMAINING		N/A	
				TOTAL		37263.36	

NO _____

IN THE MATTER OF TRANSFERRING INTEREST EARNED

There came on this day for consideration the matter of transferring interest earned

It appears to this Board interest was earned in the amount of \$1 85 in the Payroll Clearing Account and \$1 45 in the Insurance Clearing account and that the said interest should be transferred and settled to fund no 001, General County Fund

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to transfer and settle funds as stated above

SO ORDERED, this the 5th day of February, 2015



President

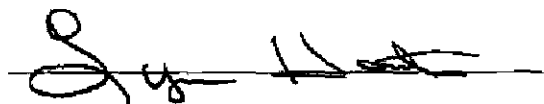
NO _____

**IN THE MATTER OF AUTHORIZING AND APPROVING TO SPREAD ON THE
MINUTES THE BCAP REPORT FOR JANUARY 2015**

There came on this day for consideration the matter of authorizing and approving the BCAP report for January 2015

After motion by Luke Lummus and seconded by Shelton Deanes this Board doth vote unanimously to authorize and approve to spread on the minutes the BCAP Report for January 2015 as attached hereto as Exhibit A

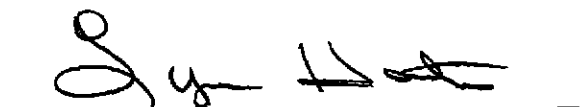
SO ORDERED this the 5th day of February, 2015



President

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve to recess until Tuesday, February 10, 2015 at 9 00 a m

SO ORDERED this the 5th day of February, 2015



President

Monthly BCAP Report**Jan-15****Direct Control**

Project	Hours	Beavers	Dams
Barton Ferry Rd Tomlinson	4	1	1
Beasley Rd	55	4	0
Hwy 50 Pate	3	1	1
Barton Ferry Rd Bryant	5	1	1
Tomcat Rd Knox/Wileman	75	6	1
Happy Hollow Rd Wileman	35	3	0
Hwy 50 Powell	5	1	0
Hwy 50 Wooten	65	3	0

T A Survey**Hours****Location**

45

Decker Rd Hamblin, Tomcat Rd
Barton Ferry Rd Tomlinson, Barton Ferry Rd Bryant
Decker (box culvert), Hwy 50 E
and Hwy 50 Kellogg

3012