

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Clay Courthouse in West Point, MS, on the 9th day of August, 2018, at 9:00 a.m., and present were: Lynn Horton, President, Luke Lummus, R. B. Davis, Shelton Deanes, and Joe Chandler. Also present were Amy G. Berry, Chancery Clerk and Clerk to the Board, Robert B. Marshall, Jr., sitting in for the Attorney for the Board of Supervisors, 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 AUGUST 9, 2018**

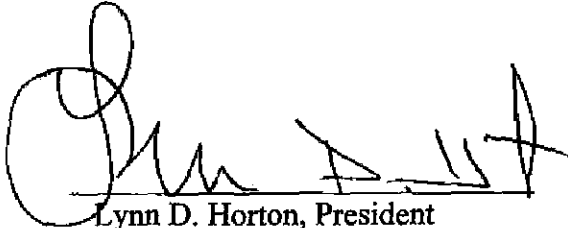
There came on this day for consideration the matter of adopting the agenda for the Board of Supervisors meeting held on August 9, 2018.

It appears to this Board the following items should be added to the agenda for further discussion and consideration by this board, to-wit:

- Paige Lamkin
- Robert Calvert
- Shelton Deanes regarding a matter of Executive Session regarding personnel matter at Justice Court
- Authorize travel for Kim Brown Hood 16th Circuit Court Drug Court Administrator

After motion by Joe Chandler and second by Luke Lummus this Board doth vote unanimously to adopt the agenda as attached hereto as Exhibit A as presented and for the agenda to be amended to reflect the amendments.

SO ORDERED this the 9th day of August, 2018.


Lynn D. Horton, President

**Clay County Board of Supervisors
Agenda for Board Meeting Held
Thursday, August 9, 2018 at 9:00 a.m.**

- Call to Order
- Welcome and Prayer
- Adopt and Amend the agenda
- Authorize and approve Bob Marshall to serve as the Board Attorney for today's meeting in Angela Ford and Tom Storey's absence and for him to be compensated accordingly
- Phyllis Benson
 - Small Municipalities Limited Population Grant
- Eddie Scott
 - Consider Grant opportunities
 - Four County Grant for SWAT Equipment gear
 - DUI Grant awarded the MS Department of Public Safety - \$16,010
- Amy Berry
 - Authorize and approve certain documents from the Tombigbee River Valley Water Management District on the U. S. Davidson Bridge Project
 - Authorize and approve the annual software support agreement with Data Systems Management
 - Authorize and approve to spread on the minutes the letter as received from District Attorney Scott Colom
 - Advertising Resources to purchase 3 adds to support all the local football teams for \$195 to run in the Daily Times Leader
- Recess until Monday, August 13, 2018 at 9:00 a.m. at the Clay County Courthouse

Amendments:

- Paige Lanier -
- Mr. Colvert - matter with the board
- Sheldon Reeves - Executive asst Pol. Litigat. Inst. Ct.

NO. _____

***IN THE MATER OF AUTHORIZING AND APPROVING FOR ROBERT B. MARSHALL
JR TO SERVE AS THE BOARD ATTORNEY FOR TODAYS MEETING***

There came on this day for consideration the matter of authorizing and approving for Robert B. Marshall, Jr to serve as the Board Attorney for today's meeting.

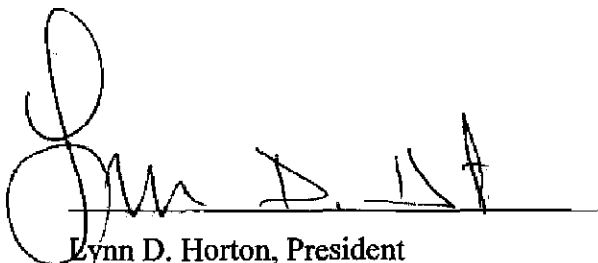
It appears to this Board the Board Attorney, Angela Turner-Ford, is out on personnel leave and is not available to be present for the Board's meeting today, and;

It appears to this Board, Thomas B. Storey, Jr, the designated substitute to serve as the Board Attorney in the event Mrs. Ford, is not available to meet with the Board today either, and;

It appears to this Board, Robert B. Marshall, Jr, the former Board Attorney is available to meet with this Board and to assist this Board with today's meeting.

After motion by Luke Lummus and second by R. B. Davis this Board doth vote unanimously to authorize and approve to appoint Robert B. Marshall, Jr to serve as the Board Attorney for today's meeting in the vacancy of the Board Attorney, Angela Turner-Ford.

SO ORDERED this the 9th day of August, 2018.


Lynn D. Horton, President

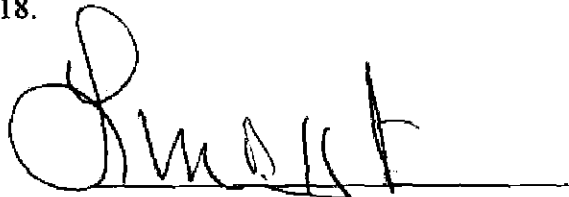
NO. _____

***IN THE MATTER OF AUTHORIZING AND APPROVING TO SUBMIT THE CHURCH
HILL ROAD PROJECT FOR THE SMALL MUNICIPALITIES LIMITED POPULATION
GRANT FOR YEAR 2018***

There came on this day for consideration the matter of authorizing and approving to submit the Church Hill Road Project for the Small Municipalities Limited Population Grant for year 2018.

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize and approve to submit a grant application for the Small Municipalities Limited Population Grant for the Church Hill Road Project for year 2018 and for the Golden Triangle Planning and Development District to assist the County in the completion of the Grant Application.

SO ORDERED this the 9th day of August, 2018.

A handwritten signature in black ink, appearing to read "Lynn D. Horton", written over a horizontal line.

Lynn D. Horton, President

NO. _____

***IN THE MATTER OF AUTHORIZING AND APPROVING THE SHERIFF TO SUBMIT A
GRANT APPLICATION TO FOUR COUNTY POWER COMPANY***

There came on this day for consideration the matter of authorizing and approving the Sheriff to submit a grant application to Four County Power Company.

After motion by R. B. Davis and second by Luke Lummus this Board doth vote unanimously to authorize and approve for the Sheriff to submit a grant application as attached hereto as Exhibit A to Four County Power Company for the purchase of SWAT Team Gear.

SO ORDERED this the 9th day of August, 2018.

A handwritten signature in black ink, appearing to read 'Lynn D. Horton', is written over a horizontal line.

Lynn D. Horton, President



4-COUNTY FOUNDATION, INC.

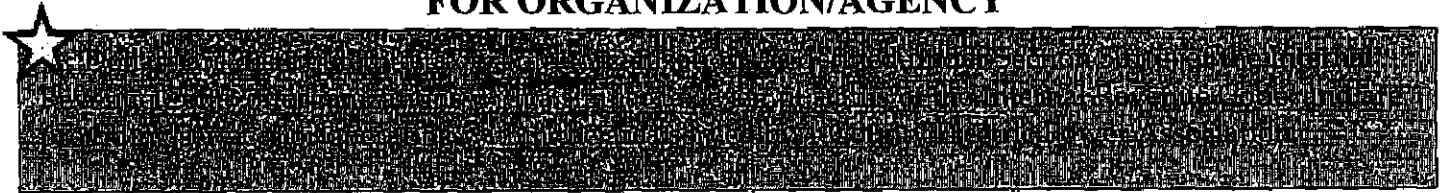
Post Office Box 351

Columbus, MS 39703

(662) 327-8900


4countyfoundation@4county.org

APPLICATION FOR DONATION FOR ORGANIZATION/AGENCY



1. Name of Organization/Agency: _____
Official name of org/agency & must match name associated with Tax ID (line #7)
2. Address: _____
Street Address (include Post Office Box, if applicable)

City or Town State Zip Code
3. Phone Number: _____
Office Cell
4. Contact Person: _____
Name Title
5. Contact Email: _____
6. Is the person completing this application a member of 4-County Electric Power Association? _____
a. If so, are you participating in the Operation Round Up® program? _____
7. Tax ID Number _____
Number Assigned to Organization/Agency listed in Line #1
8. Please give a brief description of Organization/Agency's core purpose and focus (Mission Statement):

9.  Is your organization an IRS 501(c) not-for-profit? Yes _____ No _____

If yes, a copy of the Letter Form 501(c) from the Internal Revenue Service must be attached.

10. A copy of financial statement(s) for most previous year should be provided:

a. Financial Statement attached _____

11. Number of individuals, families, or groups served in each of the following counties in the last year:

Chickasaw _____, Choctaw _____, Clay _____, Lowndes _____, Monroe _____,
Noxubee _____, Oktibbeha _____, Webster _____, Winston _____.

12. Does organization/agency serve outside Chickasaw, Choctaw, Clay, Lowndes, Monroe, Noxubee, Oktibbeha, Webster, or Winston Counties?

Yes _____ No _____

- a. If yes, please provide information on number served and location:

13. A. State the *purpose* of Organization/Agency's funding request (*explain how funds are to be used and how they benefit the Community/Area*):

- B. State the **total amount** of funding this application requests \$ _____ (*do not leave blank*).

- C. Include line item(s) in support of the above total. For example: "After school program support:

50 workbooks @ \$5.00 each; 50 boxes of crayons @ \$3.95 each = **\$447.50**". (Attach additional page(s) if needed.)

11/17

Amy Berry

From: Harrison Hatcher <sfl_14.harrison@yahoo.com>
Sent: Thursday, August 02, 2018 6:05 PM
To: Amy Berry
Subject: Re: foundation

The money from this grant will go to SWAT equipment, such as vests and mollen gear.

Sent from my iPhone

On Aug 2, 2018, at 13:23, Amy Berry <aberry@claycounty.ms.gov> wrote:

> I got Harrison! Please remind me how you are applying to spend these monies?

> Thanks

> Amy Berry

> Chancery Clerk

> -----Original Message-----

> From: Harrison Hatcher [mailto:sfl_14.harrison@yahoo.com]

> Sent: Thursday, August 02, 2018 10:58 AM

> To: aberry@claycounty.ms.gov

> Cc: escottclaysheriff@gmail.com

> Subject: Fw: foundation

>> -- On Tue, 7/31/18, Harrison Hatcher <sfl_14.harrison@yahoo.com> wrote:

>> From: Harrison Hatcher <sfl_14.harrison@yahoo.com>

>> Subject: Fw: foundation

>> To: aberry@claycountymississippi.gov

>> Cc: eschottclaysheriff@gmail.com

>> Date: Tuesday, July 31, 2018, 8:58 PM this is the 4 county grant app.

>> I need approval to apply for this by the board

>> -- On Tue, 7/31/18, Jon Turner <TurnerJ@4county.org>

>> wrote:

>>> From: Jon Turner <TurnerJ@4county.org>

>>> Subject: foundation

>>> To: "Harrison Hatcher" <sfl_14.harrison@yahoo.com>

>>> Date: Tuesday, July 31, 2018,

>>> 12:23 PM

NO. _____

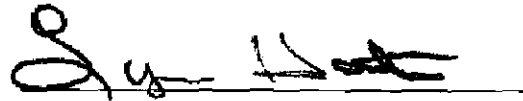
IN THE MATTER OF TRANSFERRING INTEREST EARNED

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

It appears to this Board interest has been earned on the Payroll Clearing Account in the amount of \$ 18.95 and in the Insurance Clearing Account in the amount of \$5.33 for and the said amounts should be transferred and settled to the General Operating Fund.

After motion by Joe Chandler and second by Shelton Deanes this Board doth vote unanimously to authorize the said transfer as stated above.

SO ORDERED this the 9th day of August, 2018.

A handwritten signature in black ink, appearing to read "Lynn D. Horton", is written over a horizontal line.

Lynn D. Horton, President

NO. _____

IN THE MATTER OF AN INTER FUND LOAN

There came on this day for consideration the matter of an inter-fund loan.

It appears to this Board an inter-fund loan is needed to be made to Fund No. 097, E911 Fund from Fund No. 018, TVA Special Fund in the amount of \$ 16,959.05 in order for the said fund to not be overdrawn for the month of July 31, 2018.

After motion by Luke Lummus and second Joe Chandler this Board doth vote unanimously to authorize the said inter-fund loan as stated above.

SO ORDERED this the 9th day of August, 2018.

A handwritten signature in black ink, appearing to read "Lynn D. Horton", is written over a horizontal line.

Lynn D. Horton, President

NO. _____

IN THE MATTER OF A TRANSFER OF FUNDS

There came on this day for consideration the matter of a Transfer of Funds.

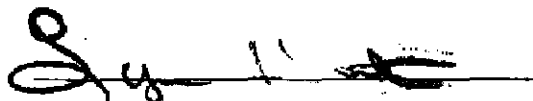
It appears to this Board a Transfer of Funds is needed to be made to Fund No. 220, \$230,000 2014 General Obligation Debt Service Fund from the following Fund Numbers.

210 Ellis Clinic & Jail Renovation Debt Service Fund	\$.88
211 Courthouse Remodeling Debt Service Fund	\$	1.10
212 DHS Building Debt Service Fund	\$	2.93
216 Courthouse Root Note Debt Service Fund	\$	1.81
217 DTL Building Note Debt Service Fund	\$	12.56
218 Reappraisal Note Debt Service Fund	\$	2.56
219 DTL Building Note 2012 Debt Service Fund	\$	25.01

totaling \$46.85 which was inadvertently receipted into debt service funds which had been paid off and should have been receipted into a "like" general obligation debt service fund

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize for the said funds to be transferred to fund no. 220, \$230,000 2014 General Obligation Debt Service Fund in the amount of \$46.85 as stated above.

SO ORDERED this the 31st day of 9th day of August, 2018.



Lynn D. Horton, President

NO. _____

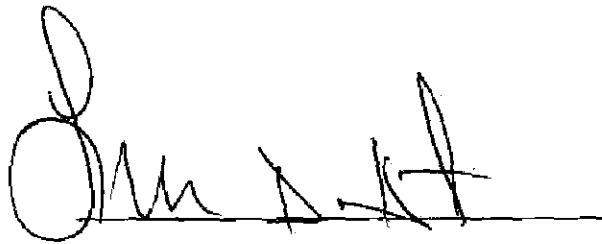
***IN THE MATTER OF AUTHORIZING AND APPROVING FOR THE SHERIFF TO
SUBMIT A GRANT APPLICATION TO THE MS DEPARTMENT OF PUBLIC SAFETY
FOR THE DUI GRANT FOR YEAR 2018***

There came on this day for consideration the matter of authorizing and approving for the Sheriff to submit a Grant application to the MS Department of Public Safety for the DUI Grant for year 2018.

It appears to this Board the Sheriff is applying for the DUI Enforcement Officer Grant through the MS Department of Public Safety in the amount of \$26,010.00 as attached hereto as Exhibit A which consists of grant funds to cover a portion of a DUI Enforcement Officer Salary and grant proceeds to cover overtime pay incurred on holiday weekends.

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve for the Sheriff to submit a grant application to the MS Department of Public Safety requesting grant funds for the DUI Grant for year 2018 as attached hereto as Exhibit A.

SO ORDERED this the 9th day of August, 2018.

A handwritten signature in black ink, appearing to read 'Lynn D. Horton', is written over a horizontal line.

Lynn D. Horton, President

FY19 MOHS GRANT AGREEMENT

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

1. Subgrantee's Name: Clay County BOS Clay County Sheriff Dept.		2. Effective Date of Grant: October 1, 2018	
Mailing Address: 330 West Broad St. West Point, MS 39773		3. Subgrant Number: 154AL-2019-ST-11-31	
		4. Grant Identifier (Funding Source & Year): 154 Alcohol FY19	
		5. Beginning and Ending Dates: October 1, 2018 – September 30, 2019	
Telephone Number: 662-494-2896 FAX: 662-494-4034 E-Mail: escottclaysheriff@gmail.com		6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement Method	
7. CFDA # - 20.607		8. DUNS # - 079117719	
9. Congressional District: 1			
10. A: FAIN #: 18X9205464MS17 69A37518300001540MSA	11.A: Initial Federal Award Date: April 20, 2017 May 2, 2018	11.C: Additional Federal Award Date:	
10.B: Federal Awarding Agency: NHTSA	11.B: Secondary Federal Award Date:	12. Research and Development Grant: ___ Yes <input checked="" type="checkbox"/> No Continuation Grant: ___ Yes <input checked="" type="checkbox"/> No	
13. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$15,000.00	(1) Federal	\$16,010.00
(2) Personal Services-Fringe	\$0.00	(2) State	
(3) Contractual Services	\$40.00	(3) Local	
(4) Travel	\$0.00	(4) Other	
(5) Equipment	\$0.00	Total:	\$16,010.00
(6) Commodities	\$970.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Indirect Costs	\$0.00	Number of Grants: 1	154AL
TOTAL	\$16,010.00	TOTAL:	\$16,010.00
		402 OP	Total
		\$10,000	\$26,010.00
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable)			
All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.			
14. Approved for Grantee:			
Signature		Date	
Name: Helen Porter		Date: 8/9/2018	
Title: MOHS Office Director, MS Office of Highway Safety		Name: Lynn Horton Title: President, Clay County BOS	

FY19 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the DUI program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY19.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources based on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries (part time), contractual service, and commodities that have been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaigns during the blitz campaigns.

FY19 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: Clay County BOS / Clay County Sheriff Department

List the target(s) that the Sub-Grantee will accomplish during the FY19 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Clay Co.SO will maintain the number of alcohol related fatalities from 1 in 2016 to 1 by the end of 2019.

The jurisdiction/agency of Clay Co.SO will reduce the number of alcohol related injuries from 10 in 2016 to 9 by the end of 2019.

Performance Measures:

Increase the number of grant funded DUI arrest from 0 in FY17 to 65 in FY19.

Strategies:

Overtime Enforcement

8 Checkpoints

22 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Strategies (cont.):

Participate in the National blitz campaigns with enhanced DUI enforcement:

Drive Sober or Get Pulled Over – Christmas/ New Year's

Drive Sober or Get Pulled Over – Labor Day

Participate in the State blitz campaigns with enhanced DUI enforcement:

Super Bowl

Memorial Day

4th of July

FY19 MOHS TASKS BY QUARTERS

AGENCY NAME: Clay County BOS / Clay County Sheriff Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Purchase approved equipment during 1st quarter for the grant year.

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 6 saturation patrols during quarter.

Issue a minimum of 17 DUI Arrest citations during quarter, to reach 25 % goal of 65 for FY2019.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 1st Quarter: \$4,760.00

FY19 MOHS TASK BY QUARTERS

AGENCY NAME: Clay County BOS / Clay County Sheriff Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 16 DUI Arrest citations during quarter, to reach 25 % goal of 65 for FY2019.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national New Year's and the State Super Bowl blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 2nd Quarter: \$3,750.00

FY19 MOHS TASK BY QUARTERS

AGENCY NAME: Clay County BOS / Clay County Sheriff Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 6 saturation patrols during quarter.

Issue a minimum of 16 DUI Arrest citations during quarter, to reach 25 % goal of 65 for FY2019.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Memorial Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 3rd Quarter: \$3,750.00

FY19 MOHS TASK BY QUARTERS

AGENCY NAME: Clay County BOS / Clay County Sheriff Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 16 DUI Arrest citations during quarter, to reach 25 % goal of 65 for FY2019.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over State 4th of July and national Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 4th Quarter: \$3,750.00

FY19 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: Clay County BOS / Clay County Sheriff Department				
2. Subgrant Number: 154AL-2019-ST-11-31		3. Grant ID: 154 Alcohol FY19	4. Beginning: October 1, 2018	5. Ending: September 30, 2019
6. Activity: DUI Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Officer over-time or regular time above and beyond normal work hours @ \$25.00 x approx.600 hrs. = \$15,000.00 Total Salaries: \$15,000.00	\$15,000.00		\$15,000.00
Contractual Services	Shipping @ \$40.00 Total Contractual Services: \$40.00	\$40.00		\$40.00
Commodities	PBT's: 2 x \$485.00 ea. = \$970.00 Total Commodities: \$970.00	\$970.00		\$970.00
TOTALS		\$16,010.00		\$16,010.00

Mississippi Office of Highway Safety

FY19 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.336, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and Sub-Grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project **(Close of Business (COB) November 15th)**. Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.

FY19 MOHS Grant Agreement

Page 10 of 28

- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are 100% funded must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All full time funded positions require detailed activity documentation, as directed by MS Office of Highway Safety.

V. GENERAL PROJECT REQUIREMENTS

- Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
 - Out of State Travel - All federal funded out of state travel requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded in state travel requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
- The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts must have review and approval by DPS and NHTSA.
- Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- Sub-Grantee must complete the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to

defray the costs of the project described in the award. Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.

- G. Sub-Grantee must maintain in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- H. Sub-Grantee must submit to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (vacation, sick leave, holiday, and military); and
 - Agency Overtime Policy
 - Pursuit Policy
 - In-Direct Cost Agreement (If Applicable)
- I. All training received under federal funded programs must be program related and the Sub-Grantee must maintain a copy of the certificate of completion and must be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion must be submitted to the MOHS for reimbursement of training expenses.
- J. A Property Inventory form must be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- K. Implementation of Agreement: All Sub-Grantees are required to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- L. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
 - The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

- **Agreements:** Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are not allowable for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|--------------------------|
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor Covering | • Draperies and Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |

- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.474).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are not allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and
 - (3) Mobile video systems.
- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Full Time Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.

- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are not allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training must be included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS will not reimburse for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is not allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES **FEDERAL CERTIFICATIONS AND ASSURANCES**

NONDISCRIMINATION **(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)**

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the

eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

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

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL) Coordination and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. (LEL Coordination Sub-Grantees Only)
2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. (LEL Coordination Sub-Grantees Only)
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
4. Sub-Grantee **must engage** in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.

7. Law Enforcement Sub-Grantees will use the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
- ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

(Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Sub-Grantee agrees and commits to have the DUI/Impaired Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
 - Full Time DUI/Impaired Officer(s) shift hours will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.
 - Overtime hours for DUI/Impaired Enforcement will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.

If proper justification can be made regarding other dates or time periods within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval must be given by MOHS prior to implementing hours and day of week outside the above shifts.
2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime will include checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. The Sub-Grantee will engage in national campaigns endorsed by the National Highway Traffic Safety Administration.
4. The Sub-Grantee will engage in all activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. The Sub-Grantee will engage in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.

6. The Sub-Grantee ~~will generate~~ earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services

High Visibility Enforcement (HVE)

Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
2. Sub-Grantee ~~will submit~~ forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.
3. Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit

requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC)*. Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors*. An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors*. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient*. Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE
CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other

jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

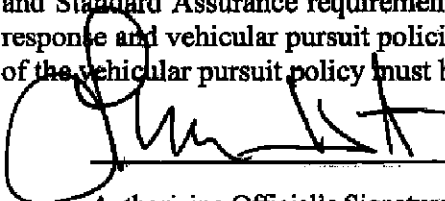
MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, _____ (Sub-Grantee Name), I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.



Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date



Print Authorizing Official's Name



Authorizing Official's Title

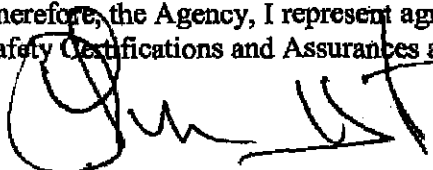
ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, _____ (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.



Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the _____
(Governing Body of Unit of Government)

Herein called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application for (Program Source) 154 Alcohol and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE _____
(Governing Body of Unit of Government)

IN THE JURISDICTION _____ MISSISSIPPI, THIS _____ Day of _____, 20 _____ AS

FOLLOWS:

- 1. That the project above is in the best interest of the Sub-Grantee and the general public.
- 2. _____ is authorized to accept, on behalf of the
(Name and Title of Representative)
Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ _____ to be made to the Sub-Grantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
- 3. One original or certified copy of this resolution must be included as part of the award referenced above.
- 4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)
DONE AND ORDERED IN OPEN MEETING BY _____
(Chairman of Board/Mayor)
Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and, was duly adopted.

Date: _____ Seal (City/County Seal is required)
Attest: _____
By: _____
(Blue Ink)

Mississippi Office of Highway Safety
Designation of Secondary Signatory Official

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) _____ has authorized and approved (print designated secondary signatory official name) _____ to sign any/all forms related to this contract.

Upon approval of this request said person will then be Responsible/Liable as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: _____ Title: _____
(Designated Secondary Signatory Official)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code: _____

Telephone Number: () _____ Cellular Number: () _____

Email Address: _____

Signature of Designated Secondary Signatory Official: _____

Appointed by Authorizing Official: _____ Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: _____
(Authorizing Official)

14. How are Organization/Agency's programs measured for effectiveness? _____

Please list three references:

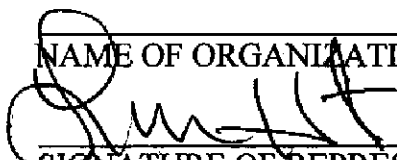
15.

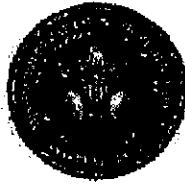
Name _____		Phone _____	
Address _____	City _____	State _____	Zip Code _____

Name _____		Phone _____	
Address _____	City _____	State _____	Zip Code _____

Name _____		Phone _____	
Address _____	City _____	State _____	Zip Code _____

The information contained in this statement is for the purpose of obtaining funding from the 4-County Foundation, Inc., on behalf of the undersigned. Each undersigned understands that the information provided herein is used in deciding to grant funding, and each undersigned represents and warrants that the information provided is true and complete and that the 4-County Foundation, Inc. may consider this statement as continuing to be true and correct until a written notice of a change is provided. The 4-County Foundation, Inc. is authorized to make all inquiries deemed necessary to verify the accuracy of the statements made herein. In accepting this award, the undersigned authorizes the release of basic information including name and likeness in written, photographic, video or electronic form for publicity use by the 4-County Foundation, Inc. and 4-County Electric Power Association.

NAME OF ORGANIZATION _____

 SIGNATURE OF REPRESENTATIVE _____
 DATE _____



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

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

August 3, 2018

Lynn Horton, President, Clay County BOS
Clay County BOS/Clay County Sheriff Department
330 West Broad Street
West Point, MS 39773

Project Number: 154AL-2019-ST-11-31
Funding Source and Title: 154 Alcohol

Dear Lynn Horton:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and Clay County BOS/ Clay County Sheriff Department Grant Agreement for the Fiscal Year 2019. Your agency has been approved for 154 Alcohol funding, in the amount of \$16,010.00 pending final review and approval by NHTSA in the FY19 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement, will be provided to the agency after the required Grant Implementation meeting.

All FY19 grant activities begin October 1, 2018 and must be concluded by September 30, 2019. In addition, the FY19 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2019.

Please thoroughly read the Fiscal Control and Fund Accounting Procedures, Grant Agreement, Certifications and Assurances, as changes have been made for FY19. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on August 27, 2018.** Please make sure that you complete items 1-8 in their entirety and all documents are signed by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. Signature Page (original signature in BLUE ink)
2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
4. Assurance of Understanding Requirement for Sub-grantees
5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
6. Designation of Secondary Signatory Official Form (If Applicable)
7. Enclose a copy of your agency's leave policy (policy should include personal, vacation, sick, holiday, and military leave)
8. Enclose a copy of your agency's overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2018–September 30, 2019)

1025 NORTHPARK DRIVE • RIDGELAND, MISSISSIPPI 39157 • TELEPHONE 601-977-3700 • www.dps.state.ms.us

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn: Rena Gaylor
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact your Division Director, Rena Gaylor at 601-977-3728 or rgaylor@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Tenicia Speech", written over a horizontal line.

Tenicia Speech, Bureau Director
Mississippi Office of Highway Safety

NO. _____

***IN THE MATTER OF AUTHORIZING AND APPROVING FOR THE SHERIFF TO
SUBMIT A GRANT APPLICATION TO THE MS DEPARTMENT OF PUBLIC SAFETY
FOR THE SEATBELT OCCUPANCY GRANT FOR YEAR 2018***

There came on this day for consideration the matter of authorizing and approving for the Sheriff to submit a Grant application to the MS Department of Public Safety for the seatbelt occupancy Grant for year 2018.

It appears to this Board the Sheriff is applying for the Seatbelt Occupancy Grant through the MS Department of Public Safety in the amount of \$10,000.00 as attached hereto as Exhibit A which consists of grant funds to cover a portion of overtime pay incurred on holiday weekends to monitor for unbelted trafficking.

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve for the Sheriff to submit a grant application to the MS Department of Public Safety requesting grant funds for the Seatbelt Occupancy Grant for year 2018 as attached hereto as Exhibit A.

SO ORDERED this the 9th day of August, 2018.



Lynn D. Horton, President



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

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

July 25, 2018

Lynn Horton, President
Clay County Board of Supervisors/Clay County Sheriff's Department
330 West Broad Street
West Point, MS 39773

Project Number: OP-2019-OP-11-31
Funding Source and Title: 402 Occupant Protection

Dear Lynn Horton, President:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and Clay County Board of Supervisors/Clay County Sheriff's Department Grant Agreement for the Fiscal Year 2019. Your agency has been approved for 402 Occupant Protection funding, in the amount of \$10,000.00, pending final review and approval by NHTSA in the FY19 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement, will be provided to the agency after the required Grant Implementation meeting.

All FY19 grant activities begin October 1, 2018 and must be concluded by September 30, 2019. In addition, the FY19 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2019.

Please thoroughly read the Fiscal Control and Fund Accounting Procedures, Grant Agreement, Certifications and Assurances, as changes have been made for FY19. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on August 27, 2018.** Please make sure that you complete items 1-8 in their entirety and all documents are signed by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. Signature Page (original signature in BLUE ink)
2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
4. Assurance of Understanding Requirement for Sub-grantees
5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
6. Designation of Secondary Signatory Official Form (If Applicable)
7. Enclose a copy of your agency's leave policy (policy should include personal, vacation, sick, holiday, and military leave)
8. Enclose a copy of your agency's overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2018–September 30, 2019)

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn: Robin Layton
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact your Traffic Safety Specialist, Sonya Williams, 601-977-3726, sdwilliams@dps.ms.gov or Division Director, Robin Layton, 601-977-3722, RLayton@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Tenicia Speech", written over a horizontal line.

Tenicia Speech, Bureau Director
Mississippi Office of Highway Safety

Mississippi Office of Highway Safety

Fiscal Control and Fund Accounting Procedures

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources, and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The right to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.336). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

FY19 MOHS GRANT AGREEMENT

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

1. Subgrantee's Name: Clay County Board of Supervisors/ Clay County Sheriff's Department		2. Effective Date of Grant: October 1, 2018	
Mailing Address: 330 West Broad Street West Point, Mississippi 39773 Telephone Number: 662-494-2896 FAX: 662-494-4034 E-Mail: escottclaysheriff@gmail.com		3. Subgrant Number: OP-2019-OP-11-31	
		4. Grant Identifier (Funding Source & Year): 402 Occupant Protection FY19	
		5. Beginning and Ending Dates: October 1, 2018 - September 30, 2019	
		6. Subgrant Payment Method: <u>X</u> Cost Reimbursement Method	
7. CFDA # - 20.600		8. DUNS # - 079117719	
9. Congressional District: 01			
10. A: FAIN #: 18X9204020MS17 69A37518300004020MS0	11. A: Initial Federal Award Date: November 3, 2016 and November 22, 2017	11. C: Additional Federal Award Date:	
10. B: Federal Awarding Agency: NHTSA	11. B: Secondary Federal Award Date:	12. Research and Development Grant: Yes <u>X</u> No	
		Continuation Grant: Yes <u>X</u> No	
13. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$10,000.00	(1) Federal	\$10,000.00
(2) Personal Services-Fringe	\$0.00	(2) State	
(3) Contractual Services	\$0.00	(3) Local	
(4) Travel	\$0.00	(4) Other	
(5) Equipment	\$0.00	Total:	\$10,000.00
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Indirect Costs	\$0.00	Number of Grants: 1	402OP
TOTAL	\$10,000.00	TOTAL:	\$10,000.00
		Total	
		\$10,000.00	
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable)			
All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.			
14. Approved for Grantee:		15. Approved by Sub-Grantee:	
Signature _____ Date _____		Signature _____ Date <u>8/9/18</u>	
Name: Helen Porter Title: MOHS Office Director, MS Office of Highway Safety		Name: Lynn Horton Title: President, Clay County Board of Supervisors	

FY19 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the OP, program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY19.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources bases on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries (part time) that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaigns during the blitz campaigns.

FY19 Sub-Grantee Target(s), Performance Measures and Strategies

Agency Name: Clay County Board of Supervisors/Clay County Sheriff's Department

List the target(s) that the Sub-Grantee will accomplish during the FY19 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Clay County Sheriff's Department will maintain the number of unbelted fatalities from 2 in 2016 to 2 by the end of 2019.

The jurisdiction/agency of Clay County Sheriff's Department will reduce the number of unbelted injuries from 25 in 2016 to 23 by the end of 2019.

Performance Measures:

Increase the number of grant funded Seat Belt citations by 100% from 0 in FY17 to 150 in FY19.

Increase the number of grant funded Child Restraint citations by 100% from 0 in FY17 to 5 in FY19.

Strategies:

Overtime Enforcement

6 Checkpoints

20 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced OP enforcement:

Click It or Ticket – Memorial Day

Participate in the State blitz campaigns with enhanced OP enforcement:

Christmas/New Year's

Super Bowl

4th of July

Labor Day

FY19 MOHS TASKS BY QUARTERS

AGENCY NAME: Clay County Board of Supervisors/Clay County Sheriff's Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than 2 checkpoint during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 37 Seat Belt citations during quarter, to reach 25% goal of 150 for FY2019.

Issue a minimum of 1 Child Restraint citation during quarter, to reach 20% goal of 5 for FY2019.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Christmas/New Year's blitz campaign with enhanced OP enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations

Projected Expenditures for 1st Quarter: \$2,500.00

FY19 MOHS TASK BY QUARTERS

AGENCY NAME: Clay County Board of Supervisors/Clay County Sheriff's Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 1 checkpoint during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 38 Seat Belt citations during quarter, to reach 25% goal of 150 for FY2019.

Issue a minimum of 1 Child Restraint citation during quarter, to reach 20% goal of 5 for FY2019.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State New Year's and the State Super Bowl blitz campaign with enhanced OP enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations

Projected Expenditures for 2nd Quarter: \$2,500.00

FY19 MOHS TASK BY QUARTERS

AGENCY NAME: Clay County Board of Supervisors/Clay County Sheriff's Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 37 Seat Belt citations during quarter, to reach 25% goal of 150 for FY2019.

Issue a minimum of 2 Child Restraint citation during quarter, to reach 40% goal of 5 for FY2019.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the national Click It or Ticket Memorial Day blitz campaign with enhanced OP enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 3rd Quarter: \$2,500.00

FY19 MOHS TASK BY QUARTERS

AGENCY NAME: Clay County Board of Supervisors/Clay County Sheriff's Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than 1 checkpoint during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 38 Seat Belt citations during quarter, to reach 25% goal of 150 for FY2019.

Issue a minimum of 1 Child Restraint citation during quarter, to reach 20% goal of 5 for FY2019.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State 4th of July and Labor Day blitz campaign with enhanced OP and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 4th Quarter: \$2,500.00

FY19 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: CLAY COUNTY BOARD OF SUPERVISORS/CLAY COUNTY SHERIFF'S DEPARTMENT				
2. Subgrant Number: OP-2019-OP-11-31		3. Grant ID: 402 Occupant Protection FY19		4. Beginning: October 1, 2018
				5. Ending: September 30, 2019
6. Activity: Occupant Protection Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Officers over-time or regular time above and beyond normal work hours @ approx. \$25.00 X approx. 400 hours = \$10,000.00	\$10,000.00		\$10,000.00
	Total Salaries = \$10,000.00			

TOTALS	\$10,000.00		\$10,000.00
---------------	-------------	--	-------------

40 302

Mississippi Office of Highway Safety

FY19 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.336, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and Sub-Grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project (**Close of Business (COB) November 15th**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.

- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are 100% funded must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All full time funded positions require detailed activity documentation, as directed by MS Office of Highway Safety.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
 - Out of State Travel - All federal funded out of state travel requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded in state travel requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
- B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts must have review and approval by DPS and NHTSA.
- E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- F. Sub-Grantee must complete the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to

defray the costs of the project described in the award. Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.

G. Sub-Grantee must maintain in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.

- Seat belt policy (Must Retain a Copy);
- Warning citation policy (If Applicable);
- Pursuit policy (Must Retain a Copy);
- Checkpoint policy (If Applicable);
- Saturation patrol policy (If Applicable); and
- DUI enforcement policy (If Applicable)
- Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)

H. Sub-Grantee must submit to the MS Office of Highway Safety a copy of the following policy(s):

- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
- Agency Leave policy (vacation, sick leave, holiday, and military); and
- Agency Overtime Policy
- Pursuit Policy
- In-Direct Cost Agreement (If Applicable)

I. All training received under federal funded programs must be program related and the Sub-Grantee must maintain a copy of the certificate of completion and must be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion must be submitted to the MOHS for reimbursement of training expenses.

J. A Property Inventory form must be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.

K. Implementation of Agreement: All Sub-Grantees are required to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.

L. Termination of Agreement:

- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

- **Agreements:** Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are not allowable for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|--------------------------|
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor Covering | • Draperies and Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |

- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.474).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are not allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and
 - (3) Mobile video systems.
- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Full Time Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.

- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are not allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training must be included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS will not reimburse for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is not allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES **FEDERAL CERTIFICATIONS AND ASSURANCES**

NONDISCRIMINATION **(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)**

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

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

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal

government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL) Coordination and High Visibility Enforcement (HVE) Participation Compliance
(Applies only to Law Enforcement Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. (LEL Coordination Sub-Grantees Only)
2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. (LEL Coordination Sub-Grantees Only)
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
4. Sub-Grantee **must engage** in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.

5. For each of the national blitz campaigns, Sub-Grantee must maintain relevant statistics and submit a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee is required to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
7. Law Enforcement Sub-Grantees will use the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

(Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Sub-Grantee agrees and commits to have the DUI/Impaired Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
 - Full Time DUI/Impaired Officer(s) shift hours will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.
 - Overtime hours for DUI/Impaired Enforcement will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.

If proper justification can be made regarding other dates or time periods within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval must be given by MOHS prior to implementing hours and day of week outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime will include checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. The Sub-Grantee will engage in national campaigns endorsed by the National Highway Traffic Safety Administration.

4. The Sub-Grantee will engage in all activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. The Sub-Grantee will engage in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. The Sub-Grantee will generate earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE)

Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds must participate in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
2. Sub-Grantee will submit forms containing the number of child restraint/safety belt citations, etc. and submit by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.
3. Sub-Grantee will generate earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific

audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE
CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

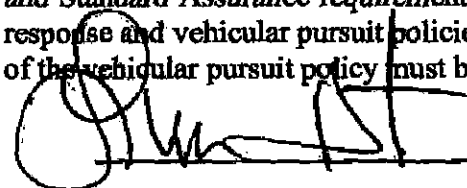
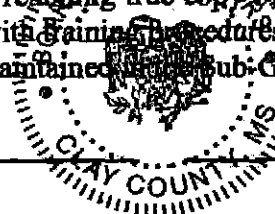
MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, Clay County Board of Supervisors (Sub-Grantee Name), I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies of the State. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

  8/9/18

Date

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Lynn D. Hutton President

Print Authorizing Official's Name Authorizing Official's Title

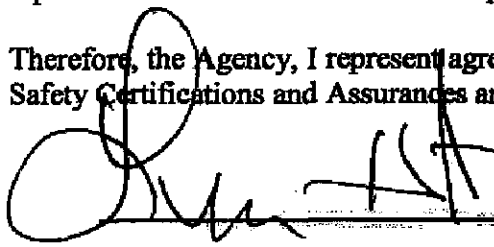
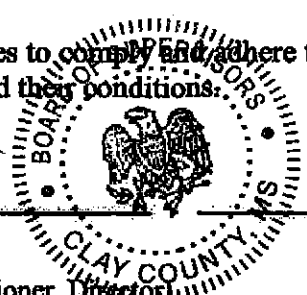
ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, Clay County BLS (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

  8/9/18

Date

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Lynn D. Harkin

Print Authorizing Official's Name

President

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the Clay County Board of Supervisors
(Governing Body of Unit of Government)

Herein called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application
(Program Source) 402 Occupant Protection and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized
the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts
to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE Clay County Board of Supervisors
(Governing Body of Unit of Government)
IN THE JURISDICTION Clay County MISSISSIPPI, THIS 9th Day of
August 20 18 AS

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Amy G. Berry
(Name and Title of Representative) is authorized to accept, on behalf of the
Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding
in the amount of \$ 10,000.00 to be made to the Sub-Grantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY

Alderman/Councilperson Shelton offered the foregoing resolution and
moved its adoption, which was seconded by Alderman/Councilperson Mike Lunnus
and, was duly adopted.

Date: 8/9/18

Attest: [Signature]

By: Amy G. Berry
(Blue Ink)

Seal (City/County Seal is required)

Mississippi Department of Public Safety
Department of Community Supervision

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) Clay County Sheriff's Dept has authorized and approved (print designated secondary signatory official name) Amy G. Berry to sign any/all forms related to this contract.

Upon approval of this request said person will then be Responsible/Liable, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: Amy G. Berry Title: Charney Clerk
(Designated Secondary Signatory Official)

Organization Name: Clay County Board of Supervisors

Mailing Address: P.O. Box 815

City: West Point, MS Zip Code: 39773

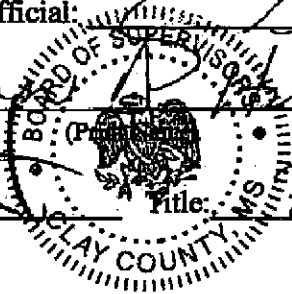
Telephone Number: 662 494-3124 Cellular Number: 662 295-1029

Email Address: aberry@claycountymiss.gov

Signature of Designated Secondary Signatory Official: [Signature]

Appointed by Authorizing Official: Lynne P. [Signature] Date: 8/9/2018
(Mayor, Board President, Commissioner, Director)

Signature: [Signature] Title: President
(Authorizing Official)



<p style="text-align: center;">CLAY COUNTY SHERIFF'S OFFICE</p> <p style="text-align: center;">MEMORANDUM</p>	<p>Number: CCSO 3.21 Pages: 6</p> <p>CALEA Standard Number: 22.2.1</p>
<p>Chapter: Personnel</p>	<p>Subject: Leave Programs</p>

POLICY:

It is the policy of the Clay County Sheriff's Office to provide personnel with various leave programs to include administrative, holiday, sick, vacation, annual, and family medical leave.

A. PAID TIME OFF - ANNUAL LEAVE

Vacation Leave: During the twenty-six (26) week probation period, law enforcement deputies will be compensated hour for hour and any holiday they are required to work. After the completion of the twenty-six (26) week probation period, in the first year of employment, full-time deputies shall accrue vacation and holiday time at the rate of nineteen (19) hours per month for the remainder of the calendar year. For each subsequent year of employment, vacation and holiday leave shall accrue on January 1 of each year. Law enforcement deputies (not including employees of the Clay County Correctional Facility) shall be entitled to seventeen (17) fourteen (14) hour days of paid personal leave in a calendar year. Law enforcement deputies who have been engaged in active continuous service with Clay County for a period of more than seven (7) years, but less than fifteen (15) years shall be entitled to twenty-two (22) fourteen (14) hour days of personal leave in a calendar year and more than fifteen (15) years shall be entitled to twenty-seven (27) fourteen (14) hour days of paid personal leave in a calendar year. After the (90 day non-law enforcement) probation period in the first year of employment, a non-law enforcement, full-time employee shall accrue vacation leave at the rate of 3.5 hours for each full month remaining in the calendar year. For each subsequent year of employment, vacation leave should accrue on January 1 of each year. All employees shall be entitled to forty (40) hours of paid vacation leave in a calendar year. Employees who have been engaged in active continuous service for more than seven (7) years but less than fifteen (15) years shall be entitled to eighty (80) hours of paid vacation leave in a calendar year. Employees who have been engaged in active continuous service with Clay County for more than fifteen (15) years shall be entitled to 120 hours of paid vacation leave in a calendar year.

Accumulation from calendar year to calendar year shall be allowed, but no more than twenty (20) working days may be taken within a one (1) year period. Employees must apply to their department head for vacation leave within a reasonable time before such leave is to be taken and receive the department head's approval. The department head must grant such vacation leave as long as it does not unduly disrupt the department's operations. No pay, upon termination, will be made for sick leave not utilized. Unused vacation leave in excess of that paid and unused sick leave shall be counted as creditable service for the purpose of the retirement system as provided in Sections 25-11-103 and 25-13-5, Mississippi Code of 1972, as amended and annotated.

Major Medical Leave

Accrual of leave: All Employees of Clay County Sheriff's Office shall accrue credits for major medical leave as follows:

<u>Continuous Service:</u>	<u>Accrual Rate (Annually)</u>
Less than 30 days	None
01 Months to 3 Years	12 workdays per year
37 Months to 8 Years	10.5 workdays per year
97 Months to 15 Years	9 workdays per year
Over 15 years	7.5 workdays per year

Accumulation from calendar year to calendar year shall be allowed.

Use of Medical Leave:

- (a) Personal illness or injury;
- (b) Personal medical, dental, or optical examinations; or
- (c) Illness of or injury to member of immediate family.

Immediate family is limited to spouse, child, spouse's child, parent, spouse's parent, brother or sister, spouse's brother or sister. Any employee utilizing sick leave will notify the department head as soon as possible as to the taking of said leave. Sick leave with pay is a gratuity and abuse of sick leave will not be tolerated. Abuse of sick leave is cause for reprimand, loss of pay, or dismissal of employee.

UNUSED LEAVE FROM PRIOR POLICY: Employees having unused sick leave (now major medical leave) earned prior to the effective date of this change in policy shall be credited with the full days of their earned sick leave (disregarding the prior sick leave reserve) and the same shall be allowed to henceforth accumulated without a maximum limit.

UPON RETIREMENT: Upon retirement from active employment, all sworn deputies may be paid up to two hundred eighty (280) hours and all other employee may be paid up to one hundred sixty (160) hours total of unused annual (personal) leave and major medical leave counted as creditable service for the purpose of the State Retirement System.

DEATH IN FAMILY LEAVE: Up to three (3) paid days off per occurrence, subject to approval of the department head, may be granted for the death of a member of an employee's immediate family. This is limited to spouse, child, spouse's child, parent, spouse's parent, brother or sister, spouse's brother or sister.

CIVIL LEAVE: Employees duly summoned and required to serve as jurors or witnesses in any state or federal court are entitled to civil leave with pay for the actual time required to be served. Such employees will notify their department head of such leave immediately upon being served with the summons and will return to work immediately upon being released by the Court.

MILITARY LEAVE: Military leave is governed by the provisions of Section 33-1-21, Mississippi Code of 1972, as amended and annotated.

LEAVE WITHOUT PAY: Employees will be entitled to leave without pay for a consecutive period of not more than six (6) months because of the employee's maternity or extended sickness or injury from which full recovery is likely. Additionally, leave without pay may be granted for any other reason deemed justified by the employee's department head. An employee granted leave without pay will continue as a member of the county group medical insurance coverage with the county paying the employee's premium. However, under no circumstances will the county pay the employee's premium longer than six (6) months from the date the leave without pay was granted.

TERMINATION OF EMPLOYMENT: Upon termination of employment, sworn deputies will receive pay for no more than twenty (20) fourteen (14) hour days. All other employees will receive pay for no more than twenty (20) eight (8) hour days of any accumulated vacations leave not utilized; provided however, if the employee has taken any vacation leave within a one (1) year period before termination, then sworn deputies will receive no more than twenty (20) fourteen (14) hour days and all other employees will receive no more than twenty (20) eight (8) hour days less the vacation taken during the one (1) year period before termination. No pay, upon termination, will be made for sick leave not utilized. Unused vacation in excess of that paid and unused sick leave shall be counted as creditable service for the purpose of the retirement system as provided in Sections 25-11-103 and 25-13-5, Mississippi Code of 1972, as amended and annotated.

B. SCHEDULING PAID TIME OFF

For an employee to use annual leave, the annual leave time off must be (a) scheduled with and approved by such employee's immediate supervisor; (b) meet the requirements for use for the employee's medical condition; or (c) be used in conjunction with an unpaid medical leave of absence or unpaid family leave of absence. Each of these items is discussed in more detail below.

C. FOR A PURPOSE OTHER THAN AN EMPLOYEE'S MEDICAL CONDITION

For an employee to use annual leave for a purpose other than his or her own bona fide medical condition, time off must be scheduled with and approved by his or her immediate supervisor in advance (and in the case of family and medical leave approved by the Sheriff or his designee) in the event the annual leave used will be three or more consecutive days. The time off should be requested as far in advance as possible, but not less than ten (10) days in advance. An effort will be made to accommodate individual preferences as to the use of annual leave consistent with the Sheriff's Office's needs. However, in all cases, the Sheriff's Office work requirements must take priority in the scheduling of annual leave for a purpose other than a bona fide medical condition. An employee's immediate supervisor may cancel annual leave previously scheduled if unforeseen circumstances occur which require such cancellation.

If a non-exempt hourly paid full-time employee is absent without prior approval from his or her immediate supervisor, the employee generally will not be permitted to charge such time off against accumulated annual leave and will be subject to disciplinary action up to and including discharge. The employee's immediate supervisor may, however, allow time off which was not scheduled in advance to be charged against accumulated annual leave if he or she, in his or her own discretion, judges the circumstances to be or to have been an emergency or unforeseeable (for example, a medical condition of an employee's spouse or child).

D. EMPLOYEES' BONA FIDE MEDICAL CONDITION

Accumulated sick leave may be used by an employee for his or her absence from work due to his or her own bona fide medical condition which is not compensable under worker's compensation or for any or all of the first five (5) days due to a work-related accident or injury. The maximum number of consecutive days of accumulated sick leave that an employee can use for his or her bona fide medical condition is twelve (12) weeks. The term "medical condition" as used herein means all temporary medical disabilities including, but not limited to, illness, injuries, pregnancies, childbirth and related conditions. It is the Clay County Sheriff's Office intent to comply with the requirements of the Family and Medical Leave Act of 1993. In all instances, Clay County Sheriff's Office policy will be interpreted and construed consistent with the requirements of the Family and Medical Leave Act of 1993 and the regulations promulgated thereunder. In the event of any conflict between the policy and the law, the law will control. To be eligible to use accumulated sick leave for absence due to employee's own medical condition, an otherwise eligible employee who is unable to work due to his or her medical condition must meet the following conditions:

- A. NOTIFICATION - Except in an emergency, the employee must notify his or her immediate supervisor and the Sheriff or Command Staff Member in case of family and medical leave prior to 8:00 a.m. on the day he or she is unable to work, but should call sooner, if possible.
- B. PROOF OF MEDICAL CONDITION - If requested by the employee's immediate supervisor, either before, during or after the employee's absence, the employee must present satisfactory proof to his or her immediate supervisor to confirm that his or her absence from work was due to his or her own medical condition. Such proof may consist of the certificate of a licensed medical doctor.

Failure to make such notification or to submit satisfactory proof when requested to do so will result in the absence being treated as unscheduled annual leave as defined below and may result in disciplinary action up to and including discharge.

E. AVAILABILITY OF LEAVE

An employee who has been employed by Clay County Sheriff's Office for at least twelve (12) months and/or who has worked at least fifteen hundred (1500) hours during the most recent twelve (12) consecutive month period will be granted a leave of absence without pay up to a maximum of twelve (12) work weeks in a twelve (12) month period for the following reasons:

- A. If such employee is unable to work due to his or her bona fide "serious health condition" ("*serious health condition*" is defined to mean any temporary medical disability, including illness, injury, impairment, physical or mental condition that requires in-patient care or would require the employee to be absent from work for a period of more than three (3) consecutive days or involves a regimen of continuing treatment by a health care provider (a doctor of medicine or osteopath who is authorized to practice medicine or surgery by the State in which such health care provider is licensed to practice and a Christian Science Practitioner)); or
- B. To care for a family member ("*family member*" is defined to mean a son or daughter; whether biological, adopted, foster or step-child, a parent, including a biological parent or a person who stood in place of a biological parent and a spouse) with a serious medical condition as defined above.

F. INTERMITTENT OR REDUCED LEAVE

When medically necessary due to a serious health condition as defined above, medical leave may be granted for intermittent leaves of absence or for leave consisting of a reduced number of hours worked each day or during each work week. An employee requesting intermittent or reduced hour leave must submit a medical certificate as provided for below.

G. PERMITTED UNSCHEDULED ANNUAL LEAVE

Any use of annual leave which has not been scheduled as provided above or is not for an employee's bona fide medical condition is considered to be an instance of unscheduled annual leave.

H. HOLIDAY SCHEDULING

Any employee may be required to work on a day designated as a holiday as listed below:

New Year's Day (January 1)
Robert E. Lee/Martin Luther King, Jr.'s Birthdays (Third Monday in January)
George Washington's Birthday (Third Monday in February)
Confederate Memorial Day (Last Monday in April)
National Memorial Day and Jefferson Davis Birthday (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)

Veteran's Day (November 11)
Thanksgiving Day (Last Thursday in November)
Christmas Day (December 25)

If any holiday falls on a weekend, the Board of Supervisors shall announce in advance whether said holiday will be observed on Friday or Monday.

The days listed above shall be holidays for personnel within the Clay County Sheriff's Office. Additionally, any holiday created by Executive Order of the government shall be a holiday for Clay County Sheriff's Office and the above provisions shall equally apply to such created holiday.

H. Elbie Scott Sheriff
Approval Authority Title and Signature

1-1-2012
Issue Date

	Number: CCSO 4.17 Pages: 7
CLAY COUNTY SHERIFF'S OFFICE MEMORANDUM	CALEA Standard Number: 2.1.2 41.2.2 41.2.3
Chapter: General Patrol	Subject: Vehicle Pursuit

POLICY:

Vehicular pursuit of fleeing suspects can present a danger to the lives of the public, deputies and suspects involved in the pursuit. It is the responsibility of the agency to assist deputies in the safe performance of their duties. To fulfill these obligations, it shall be the policy of this law enforcement agency to regulate the manner in which vehicular pursuits are undertaken and performed.

DEFINITIONS:

Vehicular Pursuit: An active attempt by deputies in authorized emergency vehicles to apprehend fleeing suspects who actively attempt to elude law enforcement.

Authorized emergency vehicle: A vehicle of this agency equipped with operable emergency equipment as designated by state law and will include a siren and emergency signaling lights.

Primary unit: The unit that initiates a pursuit or any unit that assumes control of the pursuit.

Secondary unit: Any law enforcement vehicle that becomes involved as a backup to the *primary unit* and follows the primary unit at a safe distance.

DISCUSSION:

High-speed vehicular pursuit of fleeing suspects can present danger to the general public, deputies, and suspects. Just as important is the possibility of unintended damage or injury to members of the public who are not involved in the pursuit. The threat to the public may continue even after deputies have terminated a pursuit. Considering the Sheriff's commitment to protecting the general public and specifically protecting innocent life, vehicular pursuits will be conducted only under the guidelines of this policy.

There are no easy answers when it comes to deciding when to initiate or terminate a pursuit. Although most pursuits end in an arrest and without injury, it is impossible to predict the behavior of others, especially when they are behind the steering wheel of a vehicle. A suspect willing to travel at high speeds and exhibiting erratic and violent behavior is a serious threat to the general public, with or without the presence of the deputy.

Others may stop, slow down, and come into compliance at the first opportunity. Vehicle pursuit conditions are tense, uncertain, and rapidly evolving situations. Under such conditions, deputies should continually assess the risk to themselves and the general public. Wise and prudent deputies terminate pursuits rather than unreasonably risk a threat to human life.

PROCEDURES:

1. Only deputies who have been trained in pursuit driving will be authorized to pursue or participate as a driver in a pursuit.
2. Deputies trained in pursuit driving in an authorized emergency vehicle may initiate a pursuit when the suspect exhibits the intention to avoid apprehension by refusing to stop when properly directed to do so. Pursuit may also be justified if the deputy reasonably believes that the suspect, if allowed to flee, would present a danger to human life or cause serious injury.
3. The decision to initiate a pursuit must be based on the pursuing deputy's conclusion that the immediate danger to the deputy and the public created by the pursuit is less than the immediate or potential danger to the public should the suspect remain at large.
4. In deciding whether to initiate pursuit, the deputy will consider:
 - a. Road, weather, and environmental conditions;
 - b. Population density and vehicular and pedestrian traffic;
 - c. Relative performance capabilities of the pursuit vehicle and the vehicle being pursued;
 - d. Seriousness of the offense;
 - e. Presence of other persons in the police vehicle and vehicle being pursued;
 - f. Skill, training, and experience of the pursuing deputy; and
 - g. Alternative means and opportunity of apprehending the suspect.

Pursuit Deputy Responsibilities:

All Units:

1. Vehicles involved in a pursuit will activate warning equipment, including emergency signaling lights and audible siren.
2. All emergency vehicle operations will strictly conform to state law.
3. All occupants of department vehicles will wear seatbelts **at all times**, including pursuits. No deputy will pursue without wearing a working seat-belt.
4. Deputies are required to drive with due regard for the safety of the public.
5. The shift supervisor will closely monitor the pursuit, and the number of vehicles involved. It is the responsibility of the shift supervisor to limit the number of vehicles involved in the pursuit. In most cases, the number of vehicles involved in a pursuit should be limited to two or three units, but the supervisor may authorize more units, based on factors such as the type of known crime(s) committed by the offender, number of people in the fleeing vehicle, area of the pursuit, availability for back-up to respond if needed, etc.

6. All involved units will safely ensure that their in car cameras are recording during the pursuit, if applicable.
7. Any primary or back-up unit sustaining damage or failure of essential vehicular equipment during pursuit will discontinue pursuit. The unit will notify communications so that another unit may be assigned to the pursuit.
8. All involved deputies will continuously evaluate the circumstances and judge whether to continue or terminate the pursuit.

Primary Unit:

1. Notify communications center (dispatch) personnel that a pursuit is underway. The deputy will provide communications personnel with the following information:
 - a. Unit identification;
 - b. Initial offense and reason of the stop;
 - c. Location, speed and direction of travel of fleeing vehicle;
 - d. Description and license plate number, if known, of fleeing vehicle;
 - e. Number of occupants in the fleeing vehicle, and descriptions, where possible;
 - f. Reasons supporting the decision to pursue; and
 - g. Advise the dispatcher to notify a field supervisor of the pursuit.

Failure to provide this information to communications personnel may result in an immediate decision by a supervisor to order termination of the pursuit.

2. Deputy will keep communications updated on the progress of the pursuit.

Secondary Unit:

1. The secondary unit will assume radio communication with the dispatcher if the secondary unit can do so effectively. This will help relieve the primary unit from this potential distraction. Should the secondary unit become unable to continue communications, he will notify the primary unit who will resume communications until a secondary unit can again take over communications.
2. The secondary unit will follow at a safe distance from the primary unit.

Communications Center Responsibilities:

1. Communications personnel will immediately advise a field supervisor of essential information regarding the pursuit.
2. Communications personnel will carry out the following activities and responsibilities during the pursuit:
 - a. Receive and record all incoming information on the pursuit and the pursued vehicle;
 - b. Control all radio communications and clear radio channels of all non-emergency calls;
 - c. Obtain criminal record and vehicle checks of the suspects;
 - d. Coordinate and dispatch back-up assistance as directed by the field supervisor;
 - e. Notify neighboring jurisdictions, when practical, that the pursuit may extend into their locality; and
 - f. Place emergency medical, fire, or hazardous materials responders on stand-by for rapid response in case of injury to persons, fire, or hazardous materials incident.

Supervisor Responsibilities:

1. Monitor incoming information, coordinate and direct activities as needed to ensure that proper procedures are used and shall have the discretion to terminate the pursuit;
2. Monitor and direct the number of units involved in the pursuit;
3. Respond to the location where a vehicle has been stopped following a pursuit;
4. Constantly evaluate the circumstances of the pursuit;
5. It is the responsibility of the supervisor to coordinate pursuits entering other jurisdictions;
6. If the pursuit enters another county, the supervisor shall ensure that the county into which the pursuit is entering or has entered is notified of the pursuit; and
7. Authorize involvement in pursuits entering this jurisdiction only under the guidelines of our department policy.

Pursuit Tactics:

1. Deputies will not follow the pursuit on parallel streets unless authorized by a supervisor.
2. Patrol units with the most prominent markings and emergency lights will be used to pursue, particularly as the primary unit. If the primary unit is an unmarked vehicle, it will be replaced as the primary unit by the first available marked unit. It will then be replaced as the secondary unit by the next available marked unit. At this time, unless ordered by a supervisor to continue, the unmarked unit will depart from the pursuit.
3. Intervention tactics short of deadly force [*spike strips, low speed tactical vehicle intervention techniques (TVI), low speed channeling (with appropriate advance warning), etc.*] will be used when possible, but only by deputies trained in these tactics.
4. The use of the Stinger spike system on conventional vehicles is not considered deadly force and its use is encouraged as a means to terminate a pursuit. Stinger spike strips and similar devices will not be used on fleeing motorcycles unless deadly force is otherwise authorized by the department's *use of force* policy (See *Stinger spike system* below).
5. Ramming, bumping, or any other intentional contact between vehicles may be considered deadly force and should not be used unless deadly force is otherwise justified by the department's *use of force* policy.
6. Tactical vehicle intervention technique (TVI), also called pursuit intervention technique (PIT), is a controlled contact technique intended to force a suspect's vehicle from its course of travel and leave the roadway in a methodical manner. Controlled contact is typically undertaken at lower speeds. These are skilled contact maneuvers that require specific deputy training, and only those deputies trained in this technique are authorized to use it.
7. Decisions to discharge firearms at or from a moving vehicle shall be allowed only when deadly force is authorized as a last resort to prevent loss of life.
8. Deputies will utilize appropriate safety tactics, and will be aware of the necessity to utilize only reasonable and necessary force to take suspects into custody.

Stinger Spike System: The Stinger spike system may be deployed by any deputy who has received proper training on its use. The use of the Stinger spike system on conventional vehicles is not considered deadly force and its use is encouraged as a means to terminate a pursuit. Stinger spike strips and similar devices will not be used on fleeing motorcycles unless deadly force is otherwise authorized by the department's *use of force* policy. Prior to deployment of the Stinger spike system, the deputy shall notify dispatch and the shift supervisor of the location of the deployment to ensure all are aware of its expected use. The system should be deployed in the probable path of the fleeing vehicle. The deputy should position himself/herself at a safe distance well out of harm's way after deploying the system. Vehicles and other barriers may be used to force fleeing vehicles toward the path of the Stinger spike system; however, deputies must exit their vehicles during this procedure and relocate to a safe location. The Stinger spike system may be used in conjunction with an authorized roadblock (See *Roadblocks* below). The Stinger spike system should be removed from the roadway as soon as it is safe to do so and no further need for deployment exists. A case report or a supplement to the pursuing deputy's case report should be completed following the use of the Stinger spike system.

Roadblocks: Roadblocks are authorized by the Clay County Sheriff's Office under guidelines to help minimize injury and/or property damage. The following criteria are applicable to the establishing of roadblocks:

1. Roadblocks must be authorized by supervisors who have considered *visibility* and *escape routes* as a part of the blocking plan.
2. Only deputies trained in the safe and legal aspect of roadblocks will be allowed to establish such.
3. Deputies will receive updated training on the safety and legal aspects of roadblocks.

Termination of the Pursuit:

1. Primary pursuing unit and supervisor will continually re-evaluate and assess the evolving pursuit situation, including initiating factors, and terminate the pursuit whenever he or she reasonably believes the risks associated with continued pursuit are greater than the public safety benefit of making an immediate apprehension.
2. Any deputy engaged in or supporting the pursuit may terminate pursuits at any time.
3. Pursuits may be terminated if the suspect's identity has been determined; immediate apprehension is not necessary to protect the public or deputies and apprehension at a later time is reasonably feasible
4. In the event of a collision with the suspect vehicle, the pursuing deputy will immediately summon medical assistance for any injured parties.
5. In the event of a collision involving any third-party vehicle or persons, the back-up vehicle will stop and render assistance, and call for medical assistance if necessary.
6. In the event the pursuit goes "off road," it will be terminated unless it is a felony pursuit.

Inter-jurisdictional Pursuits:

1. Pursuing deputies will notify communications when it is likely for pursuits to cross into neighboring jurisdictions or across county or state lines.
2. When pursuits enter this jurisdiction, deputies will be governed by the policies of their own agencies, specific inter-local agreements, and state law.
3. Deputies will only become involved with a pursuit entering this jurisdiction when approved by a supervisor.

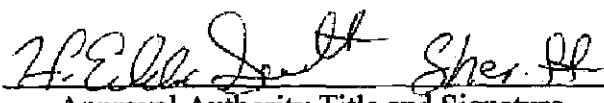
After-Action Reporting:

1. Deputies participating in pursuits must file a written report on the appropriate form detailing the circumstances, their actions, and observations. The primary unit will initiate the report with other participating units completing supplemental reports. Each report will contain a complete account of each deputy's involvement in the pursuit. All deputies involved in the pursuit must complete their report within twenty-four (24) hours of the incident.
2. The supervisor in charge of the pursuit will complete a report giving a complete accounting of his/her involvement in the pursuit, and the reason(s) for the pursuit.
3. The pursuit reports will be forwarded by the supervisor in charge of the pursuit to the Field Training Coordinator and Field Training Shift Sergeant within forty-eight (48) hours of the pursuit for review.
4. The Field Training Coordinator will review the pursuit along with the Field Training Command Staff Leader. A written critique will be completed on the pursuit and forwarded to the Chief Deputy within five (5) days of the pursuit. The Chief Deputy will forward the critique to the Sheriff. The critique will include:
 - a) The initial charge;
 - b) Weather conditions at the time of the pursuit;
 - c) Population of the area(s) where the pursuit took place;
 - d) Time of day;
 - e) Type of road surfaces;
 - f) Deputies involved;
 - g) Case number;
 - h) Date;
 - i) Positive and negative aspects of the pursuit; and
 - j) A determination if Department policy was followed.
5. The pursuit reports filed shall be reviewed annually for administrative purposes by a committee made up of the following department personnel:
 - Chief Deputy
 - Chief Investigator
 - Field Training Coordinator
 - Command Staff Member

A report of findings of each review shall be comprised with any findings and recommendations for things such as changes in policy or additional training and delivered to the Sheriff within one (1) week of the meeting.

Training:

1. Deputies who drive authorized emergency vehicles shall be given initial and periodic updates of law enforcement driver training. All deputies who drive authorized emergency vehicles are required to attend and successfully complete this training.
2. Immediately following the last day of scheduled training, the class instructor shall be required to submit a written memorandum to the Chief Deputy stating the reason(s) for any deputy failing to successfully complete the course. Any deputy who fails to complete (or attend) the scheduled training will be immediately assigned to duties not requiring the use of an authorized emergency vehicle by the Chief Deputy. The Chief Deputy will meet with the Sheriff to determine what further action will take place.
3. An exception to No. 1 above is for a deputy attending the basic training academy. The Sheriff may authorize these deputies to commute to and from the academy and/or to travel to conduct their initial law enforcement driver training in a department authorized emergency vehicle. Any other individual one time type exceptions to No. 1 above may be authorized by a supervisor holding the rank of Captain or above on a case-by-case basis. Deputies approved under these exceptions as noted above are required to comply with all state traffic laws at all times and are not authorized to operate the vehicle in emergency mode unless an exigent circumstance existed wherein the deputy believed that his/her response was necessary to prevent bodily injury or death to a citizen. In such a case, the deputy is required to contact an on-duty shift supervisor and advise them of their location and request authorization to operate in emergency mode to the location of the emergency.


Approval Authority Title and Signature

1-1-2012
Issue Date



[View the 2017 Mississippi Code](#) | [View Previous Versions of the Mississippi Code](#)

2013 Mississippi Code

Title 19 - COUNTIES AND COUNTY OFFICERS

Chapter 11 - COUNTY BUDGET

§ 19-11-5 - Fiscal year

Universal Citation: MS Code § 19-11-5 (2013)

Each county of the State of Mississippi shall operate on a fiscal year basis, beginning October first and ending September thirtieth of each year.

Disclaimer: These codes may not be the most recent version. Mississippi may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.

Personnel Policies
& Procedures
of
Clay County, Mississippi

TABLE OF CONTENTS

I. General Provisions	1
II. Equal Employment Opportunity Policy	1
III. Definitions	2
IV. Recruitment and Employment	4
1. <u>Acceptance of Application</u>	4
2. <u>Recruiting to Fill a Vacancy</u>	4
3. <u>Disqualification of Applicant</u>	4
4. <u>Filing and Disposal of Applications</u>	5
5. <u>Types of Appointments</u>	5
V. Promotions, Transfers and Demotions	6
1. <u>Promotions</u>	6
2. <u>Status Change</u>	6
3. <u>Transfers</u>	7
4. <u>Demotions</u>	7
VI. Employee Development	7
1. <u>In-Service Training</u>	7
2. <u>Self-Development Courses</u>	8
VII. Compensation	8
1. <u>Pay Scales</u>	8
2. <u>Payroll Time Sheet</u>	8
3. <u>Pay Periods</u>	8
4. <u>Extra Time</u>	8
5. <u>Travel Expense</u>	9
VIII. Supplemental Benefits	9
1. <u>Insurance</u>	9
2. <u>Personal Leave</u>	10
3. <u>Death Leave</u>	12
4. <u>Holidays with pay</u>	12
5. <u>Sick Leave</u>	13
6. <u>Major Medical Leave</u>	14
7. <u>Leave for Doctor's Visits</u>	15
8. <u>Donation of Leave</u>	15
9. <u>Civic Leave</u>	15
10. <u>Military Leave</u>	15

IX. LEAVES OF ABSENCE	16
1. <u>Unpaid Leave of Absence</u>	16
2. <u>Family Medical Leave</u>	16
X. CONDUCT OF EMPLOYEES	18
1. <u>Hours of Work</u>	18
2. <u>Political Activity</u>	18
3. <u>Outside Employment</u>	18
4. <u>Safety</u>	18
5. <u>Payment of Bills</u>	18
6. <u>Sexual Harassment Policy</u>	19
XI. DISCIPLINARY ACTION	19
1. <u>General</u>	19
XII. GRIEVANCES	21
1. <u>Policy</u>	21
2. <u>Definition</u>	21
3. <u>Procedure</u>	21
4. <u>When Decided in Favor of the Employee</u>	22
5. <u>When Not Decided in Favor of the Employee</u>	22
6. <u>Discrimination Prohibited</u>	22
7. <u>Attention of Correspondence</u>	22
XIII. SEPARATIONS	22
1. <u>Types of Separations</u>	22
XIV. RECORDS AND REPORTS	23
1. <u>Personnel Changes</u>	23
2. <u>Service Records</u>	23
3. <u>Rules Changes</u>	24

I. General Provisions

These Personnel Management Guidelines are designed to provide Clay County, Mississippi with a sound system of personnel management. The administration and enforcement of this policy are the responsibility of the Clay County Board of Supervisors and their administrative personnel.

These guidelines shall apply to all personnel with the exception of the following:

- a. The members of the Board of Supervisors.
- b. Persons employed to make or conduct a special investigation, inquiry, examination, or installation, where the Board of Supervisors certifies that such employment is temporary and that the work should not be performed by employees in the classified service.
- c. Tax Assessor, Tax Collector, Chancery Clerk, Circuit Clerk, Sheriff, Justice Court Judges, and Constables, when such positions are elected. These guidelines do not apply to the employees of the Tax Assessor, Tax Collector, Chancery Clerk, Circuit Clerk or Sheriff's Office if those offices have a written personnel policy of their own.

Variations to the policy set forth herein may be made from time to time upon proper motion and majority action of the Board of Supervisors.

This Personnel Policy Manual was prepared by the County officials of Clay County, Mississippi.

II. Equal Employment Opportunity Policy

It is a fundamental policy of Clay County, Mississippi to provide equal opportunity to all its employees and applicants for employment, and to assure that there shall be no discrimination against any person on the grounds of race, color, religion, sex, age, national origin, veteran status, or mental or physical disabilities not crucial to job performance. This obligation extends to all areas of employment, including, but not limited to, recruitment, selection, job assignment, compensation, promotion, transfer, disciplinary measures, terminations, daily working conditions, benefits, and other personnel actions.

Responsibility for the development, implementation, maintenance or procedures in accordance with the equal opportunity policy is assigned to the Chancery Clerk who will also conduct periodic reviews of the County's personnel actions to insure that the Policy of Equal Opportunity is being adhered to and realistically carried out.

III. Definitions

The words and terms used in this section, to the extent that they are used in this manual and elsewhere in documents relating to personnel procedures, shall have, unless the context otherwise requires, the following meanings:

1. *Applicant* A person who is seeking employment with Clay County and who has filed an official application with the County.
2. *Certification* The act of certifying; *Certify* To attest authoritatively or to verify.
3. *Compensation* The remuneration of a position, including salary, wage, uniform allowance, food, maintenance, and commutation when the same is furnished.
4. *Day Off* A day during the work week upon which an employee has been scheduled to work but will not.
5. *Department* A major subdivision of county government as provided by statute or direction of the Board of Supervisors.
6. *Division* A functional unit of a department.
7. *Disability* Incapacity to perform regular work duties.
8. *Disciplinary Action* Demotion, reprimand, suspension, dismissal, or any combination.
9. *Full-Time* An employee who is serving in a job for which there has been scheduled or established thirty-six (36) or more work hours per week.
10. *Holiday* A holiday that is observed by the County as authorized by State law, and any other day as the Board of Supervisors may designate as such.
11. *Immediate Family* An employee's spouse, child, step-child, parent, step-parent, brother, sister, grandparent, step-grandparent, in-laws, or any other relative living in the same household with the employee.
12. *Individual Base Rate* Rate per hour or the rate per month that is paid an employee for work in his or her individual base job. Individual base rate

does not include overtime.

13. *Part-Time Employee* "Part-time" indicates that the employee is to work for the County on a continuing basis, but will devote less than 100 percent of the time specified for a regular appointment in the affected job. Part-time employees shall not otherwise be eligible for sick leave, vacation, holiday pay, state retirement, or other types of benefits from the County except that any part-time employee may participate in the County's group medical insurance in accordance with the provisions of the medical insurance carrier's policy then in effect.
14. *Regular Employee* An employee who has successfully completed his probation period as specified upon original appointment.
15. *Recruitment* This term applies to that phase of personnel management which is concerned with reaching out and attracting a supply of people from which to select qualified candidates for job vacancies.
16. *Resignation* A voluntary withdrawal from the County service. Resignation does not reflect discredit upon an employee, provided adequate notice has been given.
17. *Scheduled Work Day* A day during the work week upon which an employee has been scheduled to work.
18. *Separation* The discharge of an employee from work or service.
19. *Service Credit* The official certification given for an employee's completion of a period of time in the employment of the County. Service credit is used in personnel transactions for computation of an employee's length of service.
20. *Suspension* A temporary absence from service by order of the department head and/or the Board of Supervisors. A suspended employee shall not enjoy the pay or service credit he or she normally receives for services rendered.
21. *Work Day* The hours during any twenty-four (24) consecutive hours upon which scheduled working hours may be established.
22. *Work Week* The days during any seven (7) consecutive days upon which

scheduled working days may be established.

23. *Temporary Employee* An employee who is not expected to work more than four and one-half months. Temporary employees shall not receive paid holidays, sick leave, vacation or other types of leave or benefits granted to regular employees.

IV. Recruitment and Employment

1. Acceptance of Application

An application for employment may be accepted at any time. As a result of a single application, a candidate shall be considered for all classes of positions in which his or her principal qualifications might profitably be used. Each applicant shall answer all questions and furnish all information as required in the application form. Applications for employment will be made with the Chancery Clerk's office.

2. Recruiting to Fill a Vacancy

The supervisor or department head shall examine the applications on file, new applications, and the records of current County employees eligible for promotion. When authorized by the Board of Supervisors, the Chancery Clerk may announce job openings in the local media. The qualifications of the applicants shall be judged against the minimum or desired qualifications stated in the job advertisement for the vacant position. If necessary to determine qualifications, an applicant may be required to undergo a physical examination or performance test.

3. Disqualification of Applicant

The supervisor or department head may reject any application which indicates that the applicant does not possess the *minimum* qualifications required for the particular position. Applicants shall also be rejected if the applicant:

- a. Is physically or mentally unfit to perform the duties of the position unless reasonable accommodations can be provided to applicant;
- b. Has been convicted of a felony except in cases where the Board of Supervisors finds satisfactory evidence of rehabilitation;
- c. Has made any false statements or committed fraud in his or her application;
- d. Has failed to properly fill out his or her application;
- e. Is addicted to drugs or intoxicants; or

- f. Has a contagious disease.

4. Filing and Disposal of Applications

The Chancery Clerk shall maintain a central file for all applications. Applications shall remain on active file for six months. Thereafter, the applications shall be retained in inactive status for one year, and subsequently destroyed. Applications of those persons who are appointed to a position with the County shall be placed in the employee's file.

5. Types of Appointments

The following types of appointments may be made to the County service in conformance with the rules established:

(a) Probationary Appointment An employee who has been hired as a prospective regular employee and who has not completed his or her probationary period is a probationary employee. At the end of the six months, being the probationary period, (unless terminated sooner) the supervisor or department head shall evaluate the employee's work performance to determine whether he or she should be continued in his or her position. The evaluation shall be included as a permanent part of the employee's record. The probationary period shall be regarded as an intrinsic part of the examination process and shall be utilized for securing the most effective adjustment of a new employee to his or her position and for eliminating the employee if his or her performance does not meet the required standards. The employment of a probationary employee may be terminated at the discretion of the department head or Board of Supervisors during the probationary period. **After completion of the probationary period, the employee becomes a regular employee and is entitled to the rights of a regular employee.**

(b) Temporary Appointment A temporary appointment is an appointment made to a position expected to be of temporary duration of six months or less. Temporary appointments may be extended not to exceed one year. A temporary appointment may also be made to a permanent position during or at the end of the year. Any qualified person meeting as nearly as practicable the qualifications of the vacant position may be temporarily appointed. If the temporary appointee qualifies in the appropriate performance test and is given a probationary appointment, time spent under temporary appointment shall be credited to the probationary period. Time worked under emergency, temporary, or seasonal appointment, when followed immediately by permanent or provisional appointment, shall upon the recommendation of the supervisor or department head and approval of the Board of Supervisors, be included in computing length of continuous service. The Board of Supervisors has the authority to make temporary appointments during emergency situations or to meet

unusual workload requirements.

(c) Regular Appointment Regular appointment is an appointment made to a position upon the recommendation of the supervisor or department head, or the Board of Supervisors after a prospective regular employee has served his or her probationary period of six months.

(d) Part-Time Appointment Part-time appointment indicates that the employee is to work for the County on a continuous basis but will devote less than 100 percent of the normal time specified for regular appointment in the effective job. Part-time employees shall not receive paid holidays, sick leave, vacation or other types of leave or other benefits pertaining to regular employees. Part-time employees may participate in the County medical benefits under the terms and provisions of the County's medical insurance carrier's policy then in effect.

(e) Student Appointment Student appointments and internships may be made to positions as approved by the Board of Supervisors. Such appointees are not granted benefits. Student employees shall not receive paid holidays, sick leave, vacation or other types of leave or benefits granted to regular employees.

Any temporary, part-time or student appointment that may have been appointed by said officials or any regular employee, shall work at the will and pleasure of the supervisor, department head or Board of Supervisors. The appointment of any employee who is employed in any department or district by a supervisor, the Board of Supervisors or other officials whose positions are elected, shall terminate when the term of office of said elected official expires, unless the official elected to said office rehires and reappoints said employee. To the full extent permitted by law, all employees herein are employees at-will and nothing in this personnel policy is intended to create any right or expectation of continued or future employment.

V. Promotions, Transfers and Demotions

1. Promotions

Vacancies in positions in County service will be filled, as far as practical, by the promotion of existing employees in that department. Promotions in every case must involve a definite increase in duties and responsibilities, and shall not be made merely for the purpose of effecting an increase in compensation.

2. Status Change

When it is necessary to change an employee's name, address, position, salary (excepting overall or across the board raises), or other changes, the action is considered a status change and shall be submitted to the payroll clerk in the Chancery Clerk's office to be filed in the employee's personnel

record.

3. Transfers

Any employee may be transferred to the same or similar position in a different department. An employee who seeks transfer to another department should submit a letter requesting such transfer to his or her department head for approval. If the transfer is acceptable to the department who has the vacancy and it is in the best interest of all concerned, the transfer may be processed.

4. Demotions

An employee may be demoted for any legitimate reason by his or her department head. The reasons for demotion may include, but are not limited to, the following:

- (a) An employee should otherwise be laid off because his or her position is being abolished; lack of funds; or because of the return to work from authorized leave of another employee to such a position in accordance with the policies of leave;
- (b) When an employee does not possess the necessary qualifications to render satisfactory service in the position he or she holds or when removed during probation;
- (c) When an employee voluntarily requests such demotion; and
- (d) For disciplinary action.

All demotions and documentation of circumstances causing demotion will be filed in the employee's personnel file. If any employee is demoted against his will, he may appeal the action in accordance with the procedure outlined under "Grievances."

VI. **Employee Development**

1. In-Service Training

It will be the responsibility of each department head or supervisor to foster and promote in-service training of employees for the purpose of improving the quality of personnel service rendered to the County and to assist employees to equip themselves for advancement in the service. Each shall establish standards for training programs; see that training is carried out as approved; insure that each employee is given the opportunity to satisfactorily complete approved courses and programs; provide assistance in developing and conduct training to meet the specific needs of their departments; and develop or search out supervisory and management training and other types of training germane to all departments.

2. Self-Development Courses

Employees are encouraged to continue their self-development in whatever field they may be employed.

Employees may be allowed leave without pay, not to exceed one year, to take college courses which will improve their performance and value as an employee of the County.

Employees who complete correspondence courses, night courses, or other training should bring a copy of the certificate of training received by them to the Chancery Clerk's office to be placed in their personnel file which will become part of their qualifications record.

Employees may be requested to attend County-sponsored seminars and training schools or attend workshops sponsored by other agencies that would enhance expertise in their field. The County will normally pay necessary expenses for any County-sponsored training.

VII. Compensation

1. Pay Scales

Pay scales for the various departments and job positions are established by the Board of Supervisors and kept on file in the Chancery Clerk's office. The pay scales will be reviewed annually by the Board of Supervisors during its budget preparation period.

2. Payroll Time Sheet

Each employee will be responsible to submit to the payroll clerk in the Chancery Clerk's office each payroll a completed Payroll Time Sheet. The purpose of the payroll time sheet is to assist the payroll clerk and the Board in keeping accurate records as to when each employee worked and when any kind of leave defined thereon in this policy is taken by the employee. The form is to be completed and must be signed by the employee and the employee's supervisor. See Exhibit A for example of Payroll Time Sheet to be turned in two (2) days prior to each Payroll.

3. Pay Periods

The Chancery Clerk will prepare payroll checks on the 1st day and the 15th day of each month. The Payroll Time Sheets for employees are due two (2) days before the payroll.

4. Extra Time

The County has the right to schedule extra time work as necessary to provide essential services to the citizenry. Payment for overtime differs among departments in the County and is left to the department heads with approval of the Board of Supervisors.

5. Travel Expense

The County will normally reimburse County officials or employees for expenses encountered during official travel. Official travel must be authorized prior to travel to conduct County business, attend training sessions, or for other purposes designated by the Board of Supervisors. The following procedures will be followed:

- (a) The department heads or officials of each of the departments of the County must pre-authorize travel of each of their respective employees. Department heads or officials must obtain pre-authorization of travel from the Clerk of the Board or the President of the Board of Supervisors unless travel is otherwise required or authorized by law or by an official or department head.
- (b) The Board of Supervisors is authorized for travel expenses by Section 19-3-67 of the *Mississippi Code*, as amended.
- (c) Upon completion of travel, the County official or employee will submit a travel voucher itemizing the cost of the travel ticket, meals and lodging. If travel was by private auto, the owner or operator of the vehicle will list the number of miles traveled. Reimbursement for use of the auto will be based on a standard rate-per-mile, as authorized by law for employees of the State of Mississippi.
- (d) The Board of Supervisors will review travel vouchers and authorize payment. The Board reserves the right to authorize partial payment or to reject entirely any claims which appear to be unreasonable.

VIII. Supplemental Benefits

1. Insurance

- (a) **Group Medical Insurance** The County makes available to all full-time employees and their families the schedule of benefits outlined in the County's current group insurance policy. The County pays 100% of the monthly premium for "employee only" coverage. If the employee desires coverage for additional benefits for his or her dependents, he or she must pay the additional premiums which are to be deducted from his or her salary. Insurance coverage will take effect the first of the month following 30 days after employment for those employees who qualify according to the terms & provisions of the county's medical Insurance carrier's policy in effect at the time. Current part-time employees may be eligible for benefits in accordance with the terms and provisions of the County's medical insurance carrier's policy in effect at the time.

- (b) **Group Life Insurance** The County also provides life insurance protection to full-time employees and their families. The County pays the premium for "employee only" coverage. Full details of the costs and benefits for both plans are covered by contract which is kept in the Chancery Clerk's office.

2. Personal Leave

Personal leave time is provided as a reward for faithful service and to encourage employees to take a break from the routine and responsibilities of their jobs. Personal leave time is expressed in terms of working days and may be earned by full-time employees as hereinafter set forth:

- (a) **Eligibility** All regular full-time employees are eligible for and begin earning personal leave as outlined below. However, an employee may not take personal leave until he or she has completed one year of continued service.
- (b) **Accrual of Personal Leave** All employees employed as of January 1, 2004 shall be grand-fathered in based upon the number of years of service as of December 31, 2003. Personal leave is expressed in terms of working days, except for those departments that normally work on weekends or holidays observed by the County, which *are* considered working days for personal leave purposes. Otherwise, weekends and holidays observed by the County are *not* considered working days for personal leave purposes.
- (c) **Scheduling of Personal Leave** Personal leave must be scheduled in such a way as to provide for the normal operating efficiency of the department. Each employee must complete a Personal Leave Request Form and submit it to his or her department head for approval and scheduling of work. The department head may approve or disapprove the request taking into consideration special projects, heavy workloads, and department assignments. The department head must turn in a copy of the employees personal leave request form to the payroll clerk in the Chancery Clerk's Office.

The amount of personal leave given an employee will be based on the following seniority schedule, effective January 1, 2004:

Anniversary Date:

All regular, full-time employees who have been employed by Clay County for exactly twelve (12) continuous months shall be entitled to five (5) days of paid personal leave on said first anniversary date.

All regular, full-time employees who have been employed by Clay County for exactly twenty-four (24) continuous months shall be entitled to five (5) days of paid personal leave on said second anniversary date.

All regular, full-time employees who have been employed by Clay County for exactly one hundred twenty-four (120) continuous months shall be entitled to five (5) days of paid personal leave on said tenth anniversary date.

All regular, full-time employees who have been employed by Clay County for exactly two hundred forty (240) continuous months shall be entitled to five (5) days of paid personal leave on said twentieth anniversary date.

Calendar Year:

All regular, full-time employees who have been employed by Clay County for at least twelve (12) continuous months but less than twenty-four months shall be entitled to five (5) days of paid personal leave on January 1st.

All regular, full-time employees who have been employed by Clay County for at least twenty-four (24) continuous months but less than one hundred twenty months shall be entitled to ten (10) days of paid personal leave each year on January 1st.

All regular, full-time employees who have been employed by Clay County for at least one hundred twenty (120) continuous months shall be entitled to fifteen (15) days of paid personal leave each year on January 1st.

All regular, full-time employees who have been employed by Clay County for at least two hundred forty (240) continuous months shall be entitled to twenty (20) days of paid personal leave each year on January 1st.

All personal leave will be utilized only after approval of the employee's department head.

Employees are encouraged to use earned personal leave. Personal leave may be used for vacations and personal business as scheduled. Accrued personal leave may also be used for an illness in the employee's immediate family as defined by spouse or children.

The Chancery Clerk is required to certify the number of full years of service and carryover time available for each employee no later than December 31 of each year.

Upon termination of employment, each employee shall be paid for no more than 30 days of personal leave. (An employee will be paid only for personal leave which has been earned or accumulated up to that 30 days) Unused personal leave in excess of 30 days shall be counted as creditable service for the retirement system.

3. Death Leave

(a) Employees will be granted leave in the event of a death in their immediate family as follows:

Upon the death of the employee's spouse, child, or parent, the authorized death leave is:

The day before the funeral;

The day of the funeral;

The day after the funeral.

Upon the death of the employee's grand-child, grand-parent, sibling, step-child, or step-parent, the authorized death leave is:

The day of the funeral.

(b) Family death leave shall not be charged against any other leave that the employee is eligible to take, but will not be granted except in the death of a member of the employee's immediate family as defined above.

4. Holidays With Pay

A. Authorized Holidays The following are official holidays for regular full-time employees whose work does not require being on duty on said holidays:

(a) Any special occasions or state proclaimed holidays to be determined at the discretion of the Board of Supervisors;

(b) New Year's Day;

(c) Martin Luther King, Jr. / Robert E. Lee Birthday (3rd Monday in January);

(d) Washington's Birthday (3rd Monday in February);

(e) Confederate Memorial Day (last Monday in April);

(f) National Memorial / Jefferson Davis' Birthday (Last Monday in May);

(g) Independence Day (July 4);

(h) Labor Day (First Monday in September);

(i) Armistice Day or Veterans' Day (November 11);

(j) Thanksgiving Day (Fourth Thursday in November);

(k) Christmas Day (December 25);

Should any employee's personal leave time include any legal holiday or holiday authorized by the Board of Supervisors then, in that event, the employee will receive day's pay for said holiday.

It is the policy of the County to ensure that all regular employees enjoy the same number of holidays each year. The standard is the number of holidays in a particular year which will be celebrated by regular employees working a forty-hour week, Monday through Friday. For this group, when a holiday falls on Saturday it will be observed the preceding Friday. When a holiday falls on Sunday, the following Monday will be observed as a holiday. For regular employees on a work week other than Monday through Friday, the department head would designate the work day to be observed as a holiday, or would pay that employee Holiday pay, at the discretion of the department head.

If any of the observed holidays fall on a normal day of work within a scheduled personal leave period, an additional day of personal leave will be granted to the employee. Employees whose work requires them to be on the job on a scheduled holiday will receive an additional day off to be determined by their immediate supervisor or department head, or an extra day's pay at the discretion of the department head.

B. Eligibility for Holiday Pay

In order to receive pay for an observed holiday an employee must not have been absent without leave on the day before or the day after that holiday.

5. Sick Leave

All full-time employees shall be eligible for sick leave. Sick leave is provided so that an employee will not be seriously handicapped financially if he or she is unable to work because of illness. Employees should not regard sick leave in the same manner as annual personal leave. The wise employee will save as much personal leave as possible to help him or her get through long periods of illness. The following policy will govern the amount of sick leave allowed except for leave governed by the Federal Family and Medical Leave Act:

(1) Sick leave will be granted when you are incapacitated from the performance of your duties by sickness, maternity or injury, including injuries suffered on the job.

Sick leave will also be granted for the following reasons:

- (a) Illness of an employee's spouse or child that requires the employee's care and attention.
- (b) Enforced quarantine of the employee in accordance with health regulations imposed by the health authorities of a city, county or state.
- (c) Personal illness or physical incapacity of the employee resulting from

causes beyond his or her control.

(d) For the employee to keep a doctor or dental appointment.

All sick leave over two (2) days requires a doctor's statement if requested by the employee's supervisor.

After using all of your available sick leave, you must then use all accrued personal leave prior to using available unpaid leave under the County's "Family and Medical Leave Policy."

(2) Sick leave will be based on a five-day work week and overtime will not be used to add extra time to accumulated sick leave. Each eligible employee shall be given five (5) sick days on January 1st of each year. New employees shall be given five (5) days on their date of hire. Sick leave will not be accrued while you are on unpaid leave.

(3) Sick leave will not be allowed in advance of being earned. The payroll department (Chancery Clerk's Office) must be notified in writing on the County's Leave Request Form of any sick time taken for any reason. See exhibit B for sample leave request form.

(4) To qualify for sick leave, you or someone acting for you must notify your department head within two hours after your normal starting time on the day of illness. If at work, the employee shall report same to his or her immediate supervisor who shall record the date and time of departure.

(5) Employees absent due to illness for two (2) or more days will be required to have a doctor's excuse to verify the nature of the illness. At the discretion of the department head, a doctor's excuse may be required for illnesses of less than two (2) days. Failure of the employee to present a doctor's certificate within one (1) week following the employee's return to work will result in the employee being charged with leave without pay. This requirement is in the discretion of the employee's supervisor or department head.

(6) Each department must keep accurate records of leave accumulated and used by the employees of the department. Departments will submit their information to the payroll department (Chancery Clerk's Office) when payroll time sheets are turned in. For accounting purposes, the employee's anniversary date is the date of employment into a full-time position.

(7) Abuse of sick days may result in disciplinary action.

(8) Upon termination of employment, unused sick leave shall be counted as creditable service for the retirement system.

6. Major Medical Leave

Any unused sick leave in any year may be carried forward to the next succeeding year but such accrued sick leave will be capped at twenty-five (25) days and may be used only in the case of a major medical sickness or injury. Major medical sickness or injury is defined as a sickness or injury which requires the employee to be off work for a week or more. All available regular sick leave must

be exhausted before Major Medical Leave can be taken. A doctor's excuse is required for Major Medical Leave to be taken.

Upon termination of employment, unused major medical leave shall be counted as creditable service for the retirement system.

7. Leave for Doctor's Visits

Any employee, who has a doctor's appointment and is off work four (4) hours or less making said doctor's appointment, shall not have personal or sick leave charged against said employee. A written doctor's excuse must be furnished to employee's supervisor upon request.

8. Donation of Leave

Any employee is authorized to donate a portion of his or her earned personal leave or sick leave (excluding Major Medical leave) to another employee. The employee donating the leave shall designate the employee who is to receive the leave and the amount of earned leave being donated in the Chancery Clerk's Office on the prescribed forms for said donation. The employee donating the leave shall notify his or her appointing authority or supervisor for whom they work of said donation of leave and also which employee is to be the recipient of said leave. *No employee can donate leave after tendering notice of separation for any reason or after termination. An employee must have exhausted all of his or her earned personal leave and major medical leave before he or she will be eligible to receive any leave donated by another employee.*

9. Civic Leave

You will be granted civic leave if you are summoned for jury duty or subpoenaed to attend Court as a witness. You will be paid your regular rate of pay for each day of jury duty or attendance as a witness. You must submit a copy of any summons or subpoenas to your department head.

When you return to work you must provide a statement of attendance. If you are released from jury duty four (4) hours or more before the end of your shift, you must report to work within one (1) hour after being released by the Court. Time spent on civic leave will not be counted as hours worked for the purpose of computing overtime.

10. Military Leave

To the extent provided by law, an employee will be granted a leave of absence for up to five (5) years in the military. You will receive your full straight time pay for the first fifteen (15) days to participate in regular scheduled training activities at any of the reserve branches of the military service or national guard in a calendar year. All other military leave will be unpaid.

Employees, whenever possible, are required to give notice that they intend to take military leave. Normally, intermediate leaves of absence for military service will be counted accumulative when determining whether the allowable five (5) years of available leave has been exhausted.

Upon returning from leave, employees are required to give notice of their intent to return to

work, and may be required to submit applications. To the extent provided by law, employees will be promptly re-employed in the position they would have (with reasonable certainty) held had they remained on the job. In certain circumstances, an employee may be placed in a job similar without regard to pay, skill or seniority to the one they held prior to their leave.

During the military leave period, an employee will continue to accrue seniority and seniority-based benefits that would have been obtained (with reasonable certainty) had they remained continuously employed.

IX. LEAVES OF ABSENCE

1. Unpaid Leave of Absence

Any employee who has used all, or not accumulated any personal or sick leave may at the discretion of his supervisor or department head take an unpaid leave of absence. This unpaid leave of absence must be scheduled in advance with the supervisor or department head. There will be a cap of ten days per year for unpaid leave of absence.

2. Family Medical Leave

In accordance with the leave rights provided by the "Family and Medical Leave Act" (hereinafter, "FMLA"), the County provides for up to twelve (12) weeks of unpaid medical and parental leave per calendar year to eligible employees. "Eligible employees" are those who have been employed by the County for at least twelve (12) months and have worked at least 1250 hours during the twelve (12) month period preceding their request for FMLA leave.

(a) Medical Leave

Eligible employees may take FMLA leave to care for their immediate family, as defined herein, who has a serious medical condition. Similarly, an employee may take leave because of a serious health condition that makes the employee unable to perform the functions of his or her position.

Employees must give thirty (30) days' advance notice of the need for such leave, **except in emergencies**, and then such notice should be given as soon as practical. Employees taking leave under this policy may be required to provide appropriate medical certification of their need for such leave.

(b) Parental Leave

An eligible employee may take FMLA leave because of the birth, adoption or placement for foster care of a son or daughter.

This leave must be taken within twelve (12) months of the child's

birth, adoption or placement for foster care. Employees must give at least thirty (30) days' advance notice of the need for such leave, **except in emergencies**, and such notice should then be given as soon as practical.

Employees may request paid leave, to the extent it is available, for all or part of the unpaid medical or parental FMLA leave. It is the County's policy that any employee requesting unpaid FMLA leave must first use any other accrued paid leave available under the County's leave policies (i.e., vacation, sick days, sick leave, and so forth). Similarly, any employee requesting leave under any of the County's other leave policies will be required to use FMLA leave if they qualify for such leave. Stacking of FMLA leave with leave available under other policies is not permitted.

Employees must make arrangements with their department head or supervisor in advance of any FMLA leave with respect to the employee's job benefits and their obligation to keep benefits and insurance in force.

FMLA leave may be taken intermediately or on a reduced leave schedule when medically necessary to care for a seriously ill family member or when the employee is seriously ill and unable to work. Appropriate and sufficient medical certification must be provided to the County before such leave may be taken. The County reserves the right to transfer employees taking intermediate leave or working a reduced leave schedule to an alternate position.

The request for FMLA leave must be made in writing to the department head and must be approved by the Board of Supervisors. Employees will be required to support any request for FMLA medical leave with appropriate medical certification from an authorized healthcare provider. Employees on leave may also be required to report from time to time on the status of their leave and their intent to return to work.

Employees must provide appropriate medical authorizations or fitness-for-duty certificates prior to their return to work. Upon an employee's timely return to work from FMLA leave, the employee will be returned to his or her former job or an equivalent job.

The County will continue to provide "employee only" health insurance coverage during an employee's FMLA leave. Any other insurance (such as family coverage, dental insurance, etc.) will be the responsibility of the employee.

FMLA leave is not available to all employees. Therefore, check with the Chancery Clerk if you wish to utilize this leave to see if you are eligible. The Chancery Clerk can provide additional information regarding the Family Medical Leave Act.

X. CONDUCT OF EMPLOYEES

Each employee of Clay County, Mississippi is expected to conduct himself or herself, both on and off the job, in a manner which reflects favorably upon the County. Employees who engage in criminal, infamous, dishonest or other conduct prejudicial to the County, may be subject to dismissal.

1. Hours of Work

The Board of Supervisors, with assistance of the elected officials and department heads, shall determine the hours of work for various departments. Absenteeism by an employee without due cause or authorization or consistent lateness in reporting for work shall be considered justification for deducting from the employee's salary his or her salary rate times the unauthorized time lost. Continued abuse, after it has been called to the employee's attention, shall be considered sufficient cause for disciplinary measures or dismissal.

2. Political Activity

No County employee may take an active part in any local or county political campaign, or engage in any other type of political activity, during his or her working hours with the County.

In the event any employee of the County shall file an application to be a nominee of any political party or candidate for public office, said employee may continue his or her employment with the County so long as he or she does not allow said political activity to interfere with his or her job or employment.

3. Outside Employment

No County employee shall engage in outside employment which may cause a conflict of interest with his or her employment with Clay County, Mississippi, or permit the use of his or her employment with the County for personal gain in said outside employment. Outside employment must not interfere with the performance and duties of the employee for the County.

4. Safety

Safety is considered the first importance in the performance of the duties of all County employees. Employees shall be expected to exercise good, prudent, and accepted safety practices in the performance of their employment with the County, and use good common sense in the performance of their duties in the use of County-owned property. Carelessness and negligence in the performance of the employee's duties or in the use of County property or equipment may result in disciplinary action.

5. Payment of Bills

Prompt settlement of lawful bills is the solemn obligation of every employee. The reputation

and credit rating of all County employees can be directly affected by one employee's action. The failure to pay just debts is an accepted cause for disciplinary action, including dismissal.

6. Sexual Harassment Policy

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or a rejection of such conduct by an individual is used as the basis for negative employment decisions affecting such individuals, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. It is the policy of the County to maintain a work environment that is free from the hostile atmosphere created by sexual harassment or intimidation. Such conduct will not be tolerated. If you believe you have been subjected to sexually harassing or intimidating conduct by any individual, including supervisory personnel, employed by the County, you should immediately report the incident to your department head or the Board of Supervisors. Such charges will be promptly investigated and, if substantiated, the offending individual will be appropriately disciplined. To the extent possible, all persons involved in a complaint of sexual harassment will be given the utmost protection or privacy. The Board of Supervisors will use its best efforts to protect persons complaining of sexual harassment from reprisals and retaliation by coworkers as a result of such complaints.

XI. DISCIPLINARY ACTION

1. General

The County reserves the right to impose disciplinary action solely in its discretion for good reason. Disciplinary action may be imposed by the department head and/or supervisor. Disciplinary action may be appealed as to grievances provided herein. Reasons for disciplinary action, including dismissal, may include, but will not be limited to:

- (a) Conviction of criminal offenses, including felony or numerous misdemeanors.
- (b) Wilful violation of any of the provisions of these policies and procedures of the County.
- (c) Wilful violation of lawful and reasonable regulations, orders or directions made or given by a superior where such violations have amounted to insubordination or serious breach of proper discipline or have resulted in loss or injury to the public.
- (d) Intoxication by alcohol or narcotics or the use of alcohol or narcotics while on duty or reporting for duty under the influence of intoxicating liquors or unlawful drugs.
- (e) Incompetence or inefficiency in the performance of duties of the position of

which the employee is employed.

- (f) Offensive or discourteous conduct or language toward the public, a superior, or a fellow employee.
- (g) Carelessness or negligence in the use of property of the County.
- (h) Failure to pay or make reasonable provisions for the future payment of just debts due and owing.
- (i) Aiding in assessment or a collection from any employee in the service of the County for the purpose of securing the nomination or election of any person to a municipal, county, state or federal office.
- (j) Engaging in any unlawful form of political activity calculated for favor or to improve the chances of any political party or any candidate seeking or attempting to hold public office or party office.
- (k) An attempt to induce any employee of the County to commit any illegal act or acts in violation of any law or reasonable departmental regulation.
- (l) The taking or receiving of any fee, gift, gratuity or other valuable thing in the course of the employee's work or in connection with it for his or her personal gain.
- (m) Conduct unbecoming an employee of the County while on duty.
- (n) Employment in a gainful occupation for profit in addition to his or her regular duties with the County where such occupation tends to distract or otherwise interfere with the employee's duties with the County or leaves the employee physically unfit for his or her regular work duties with the County, or otherwise provides a conflict of interest or a discredit to the County.
- (o) Absent without leave, including failure to report for work without just or reasonable cause.
- (p) Excessive tardiness and/or absenteeism. Absences for sickness for more than two (2) days must be documented by a doctor's statement if requested by his or her supervisor.
- (q) Failure to notify employee's immediate superior or department head in advance of an excusable absence. **This notification is mandatory.**
- (r) Unauthorized work or use of County-owned equipment on private property,

including personal use of County-owned equipment.

The above grounds for disciplinary action are illustrative only and the County reserves the right in its sole discretion to determine the type and means of discipline, including discharge, in each case. Nothing herein is to be construed in any way as to constitute an expressed or implied employment agreement or guarantee of any benefits for continuing employment.

To the full extent permitted by law, all County employees are employees at-will and may be dismissed by the department head or Board of Supervisors.

XII. GRIEVANCES

1. Policy

The most effective accomplishment or work of the County requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the County to adjust the grievances informally, and both the department head and employee are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be grievances which will be resolved only after a formal appeal and review. As a result, a grievance procedure is hereby provided. **This grievance procedure shall not be construed to be an expressed or implied guarantee of continued employment or benefits.** It is provided as a convenience to the County and its employees and may be suspended at any time at the sole discretion of the Board of Supervisors. The County reserves the authority to terminate the employment relationship at any time as it is deemed in the best interest of the County. To the full extent permitted by law, all County employees are employees at-will and may be dismissed by the department head or Board of Supervisors.

2. Definition

A "grievance" is a wrong, real or fancied, considered as grounds for complaint. Employee grievances concerning wages, hours or work, working conditions, discipline or discharge, and other matters, will be heard and resolved in the following manner.

3. Procedure

- (a) The aggrieved employee must discuss his or her grievance orally with his or her immediate supervisor within three (3) working days after the occurrence of the grievance and attempt to resolve the matter. The immediate supervisor will give the employee an answer within three (3) working days.
- (b) If the aggrieved employee is not satisfied with the immediate supervisor's answer, or if the immediate supervisor does not answer the employee within three (3) working days, the employee must present his or her grievance in writing to, and discuss it with, the department head within three (3) days after the immediate supervisor's answer is received or due. The department head will investigate the grievance in an attempt to resolve the matter and will,

within three (3) working days, give the employee his or her answer in writing.

- (c) If the aggrieved employee is not satisfied with the department head's answer or, if the department head does not answer the employee within three (3) working days, the employee must file a copy of the grievance with the Board of Supervisors within three (3) working days after the department head's answer is received or is due. The Board of Supervisors shall schedule a hearing on the appealed issue.

Said hearing is to be conducted within thirty (30) working days from the date the written notice of appeal is received. If the employee desires, the employee shall be allowed to have a representative accompany him or her to this meeting. The employee will have the opportunity to hear the witnesses against him or her, and the said employee or his or her representative will have the opportunity to cross-examine those witnesses. The employee will also have the opportunity to present witnesses on his or her behalf. The Board of Supervisors will, within a reasonable period of time, not to exceed thirty (30) days after the hearing, give the employee its answer in writing and will place a copy of same in the employee's file.

4. When Decided in Favor of the Employee

When the grievance is decided in favor of the employee at any of the administrative levels set forth herein, the award will be retroactive to the date of the action that caused the grievance.

5. When Not Decided in Favor of the Employee

If the decision is adverse to the employee, the employee will be advised of his or her right to present his or her complaint to the Equal Employment Opportunity Commission or to appeal to the Circuit Court.

6. Discrimination Prohibited

Discrimination against any employee who files a grievance is prohibited and such action will be in violation of the personnel policies of the County.

7. Attention of Correspondence

All correspondence required by the above procedure will be placed in the aggrieved employee's personnel file.

XIII. SEPARATIONS

1. Types of Separations

Separation of employees will be designated as one of the following types and will be

accomplished in the manner indicated. Resignation; layoff; disability or illness; death; retirement; and dismissal:

(a) **Resignation** An employee desiring to resign should submit his or her resignation stating the reasons therefore and the effective date thereof to his or her department head as far in advance as possible but no later than two (2) weeks prior to the effective date.

(b) **Layoff** An employee may be laid off by the department head when it is deemed necessary by reason of shortage of funds or work; the abolishing of the position or other material changes in the duties or organization of the department; or for related reasons which are outside the employee's control and which do not reflect discredit upon the service of the employee.

(c) **Disability or Illness** An employee may be separated for disability or illness when he or she cannot perform the required duties because of a physical or mental impairment unless reasonable accommodations can be provided to said applicant and which are not in violation of the American Disabilities Act. The action may be initiated by the employee or by the County. An employee with at least four (4) years of service and less than sixty (60) years of age may be eligible for disability retirement benefits.

(d) **Death** Needless to say, separation will be effective as of the date of the death of the employee. All compensation due will be paid to the surviving spouse and, if there is no surviving spouse, to his or her heirs if the same can be reasonably ascertained, or to his or her estate. Further, all unused vacation leave of the employee separated by death will be likewise paid.

(e) **Dismissal** Employees may be dismissed from his or her employment or his or her employment terminated for good reason or cause as herein above provided for, or in the sole discretion or pleasure of the department head and/or Board of Supervisors, subject to any State or Federal laws or regulations otherwise provided.

XIV. RECORDS AND REPORTS

1. **Personnel Changes**

The Chancery Clerk will prescribe the necessary forms and reports for all personnel changes.

2. **Service Records**

A file is to be kept by the department head for each person employed or performing duties for the County which will show the following information:

(a) Name, address and telephone number, if any, of employee;

- (b) Social Security Number;
- (c) Date of birth;
- (d) Department or agency employed by;
- (e) Title or position held and rate of pay;
- (f) Date and type of each employment with the County and every subsequent change in the employee status; and
- (g) Information concerning the employee's attendance and work performance.

3. Rules Changes

These rules and regulations as set forth herein are guidelines for the administration of the County's personnel program. These guidelines should not be construed as giving any person the right to be retained in County service or to claim benefits after separation from County service. The County reserves the authority to terminate the employment relationship of any of its employees at any time as is deemed to be in the best interest of the County. Any benefits granted, including appeal rights and grievance procedures, are voluntarily extended on the part of the County and are not construed to be a contract or guarantee of employment or the continuation of any benefits.

The County expressly reserves the right to change, alter or discontinue these personnel policies and procedures with or without notice.

These personnel policies and procedures were approved and adopted by the Board of Supervisors of Clay County, Mississippi, by Order of said Board on the _____ day of _____, 2014.

PRESIDENT OF THE BOARD OF
SUPERVISORS OF CLAY COUNTY, MS

ATTEST:

AMY G. BERRY
CLERK OF THE BOARD

Clay County, MS PAYROLL TIME SHEET

Employee Name _____ Social Security # _____
Pay Period _____ To _____ Department _____
Position _____

[illegible]

Hourly employees must sign in and out for lunch.

Form is to be completed by the employee, approved by the supervisor and turned in to the Payroll Clerk in Chancery Clerk's Office two days prior to payroll. Please estimate the hours to be worked on the 2 days. Failure to turn in time sheet in a timely manner will result in no paycheck!

All overtime is explained under description column.

I certify that the hours reported above are true and accurate.

Supervisor Signature

Employee Signature

Date _____

Date _____

To be completed by Payroll Clerk:

Regular Hours Worked	Over-Time Hours Worked	Personal Leave	Sick Leave	Holiday	Major Medical Leave

Exhibit 1

25

Clay County, MS
LEAVE REQUEST FORM
205 Court St. * P.O. Bx 815
West Point, MS 39773

Employee _____ Date: _____

Social Security # _____

Department _____

Dates/Hours Requested

Type of Leave

☐ Personal Leave ☐ Sick Leave ☐ Death Leave
☐ Civic Leave ☐ Military Leave ☐ Major Medical Leave ☐ Other

Employee Signature _____ Date _____

Supervisor's Signature _____ Date _____

INSTRUCTIONS:

1. All leave requests must be **APPROVED** before the leave is taken.
2. The employee and Supervisor each keep a **COPY** of the approved request.
3. The **SUPERVISOR SENDS** the approved leave form to Payroll Clerk.
4. If the approved time is not taken, it is the employee's responsibility to submit a revised leave request form to the Supervisor for signature and forward to Payroll Clerk.
5. Each employee must report approved leave on payroll time sheet.

Exhibit 2

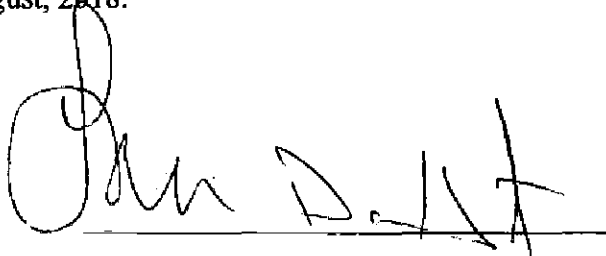
NO. _____

***IN THE MATTER OF AUTHORIZING AND APPROVING CERTAIN DOCUMENTS FOR
THE TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT FOR THE U S
DAVIDSON BRIDGE PROJECT***

There came on this day for consideration the matter of authorizing and approving certain documents for the Tombigbee River Valley Water Management District for the U. S. Davidson Bridge Project.

After motion by R. B. Davis and second by Shelton Deanes this Board doth vote unanimously to authorize and approve of the documents as attached hereto as Exhibit A to be executed for the U. S. Davidson Bridge Project.

SO ORDERED this the 9th day of August, 2018.

A handwritten signature in black ink, appearing to read "Lynn D. Horton", is written over a horizontal line.

Lynn D. Horton, President



STATE OF MISSISSIPPI

Tombigbee River Valley Water Management District

DAVID M. KENNARD
EXECUTIVE DIRECTOR

July 27, 2018

Mr. Lynn Horton, President
Clay County Board of Supervisors
P. O. Box 815
West Point, MS 39773

Re: Repair and cleaning of a bridge located on U. S. Davidson Road, Clay County, Mississippi,
PN 13-1804-020

Dear Mr. Horton:

On July 26, 2018 the District's Board of Directors approved Clay County's request for assistance with the repair and cleaning of a bridge located on U. S. Davidson Road located in Section 29, Township 15 South, Range 4 East.

Before work can begin on this project, the following paperwork must be executed by the Board and the Board's Attorney and returned to our office: A Local Cooperation Agreement, Right-Of-Entry Form, and Attorney's Certificate. A Temporary Easement for ingress and egress is also attached and will be required. In addition to the above listed paperwork, clearance must be received from the Corps of Engineers.

As soon as we receive the above paperwork in our office, work on this project will be scheduled to commence as soon as possible. If you have any questions, please advise. It is always a pleasure working with Clay County.

Sincerely,

David M. Kennard
Executive Director

Cc: Mr. R. B. Davis
Mr. Carl "Fox" Haas
Mr. Paul Vickers

P.O. BOX 616 • Tupelo, Mississippi 38802 • Phone: (662) 842-2131 • Fax: (662) 842-2132 • Cell: 1 (601)479-2205
E-mail: dkennard@trvwmd.com

LOCAL COOPERATION AGREEMENT

TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT

AND

CLAY COUNTY

DESCRIPTION OF PROJECT

THIS AGREEMENT entered into this 24th day of August, 2011 between the TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT (hereinafter called the "District"), acting by and through its Executive Director, and the CLAY COUNTY BOARD OF SUPERVISORS (hereinafter called the "County"), represented by its President;

WITNESSETH THAT:

WHEREAS, the authority to provide assistance under the Small Project Authorization Program, PN 13-1804-020 Repair and cleaning of a bridge located on U. S. Davidson Road (hereinafter called the "Project") not specifically authorized by Statute, is contained in the minutes of the Board of Directors' official meeting held October 26, 1989;

The Small Project Authorization will allow the "District" to perform certain works of an emergency or urgent nature whereby streams are experiencing blockage from excess debris or sediment that may result in damage to property. Such property may include public bridges, roads, buildings, stream banks, farm land, or residences.

The "County" will provide all rights-of-ways and easements necessary to perform the work of clearing, de-snagging, or excavating the blockage along with easements upon and through private lands for the purpose of ingress or egress to and from the site of work. It is understood that the "District" accepts no responsibility for future maintenance of the affected area where the work occurred.

It is understood that the "District" accepts no responsibility for future maintenance of any bridges, roads, bank stabilization or the clearing and cleaning out of any stream that work has been performed on by the District under its Small Project Program.

The "County" agrees to provide manpower and equipment when necessary to assist in the completion of a project that involves "County" property. The "District" does not accept any liability of injury caused to any "County" employee during performance of work.

Any work or repairs performed on "County" property will be performed for the benefit of the "County" and if the cost of such work or repairs exceeds the limits set out by the "District", the "County" will further hold and save the "District" free from all damages arising from work performed on "County" property including repairs and work performed to bridges and abutments.

Before any work is commenced upon "County" property for the benefit of "County", the "County" must provide all necessary rights-of-ways and easements along with full approval by County Engineer.

THIS AGREEMENT ADOPTED this 9th day of August,
2018 by the Board of Supervisors of Clay County as its
official act.

COUNTY BOARD OF SUPERVISORS

TOMBIGBEE RIVER VALLEY WATER
MANAGEMENT DISTRICT

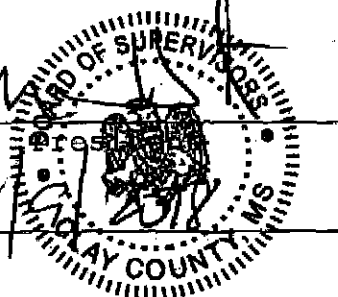
BY: 

BY: _____

Executive Director

DATE: 8/9/2018

DATE: _____



RIGHT-OF-ENTRY

In compliance with prior assurances that it will provide sufficient easements and rights-of-way required in connection with the PN 13-1804-020 Repair and cleaning of a bridge located on U. S. Davison Road (the Project), as described in the agreement between the Tombigbee River Valley Water Management District (the District) and the Clay County Board of Supervisors for local cooperation on the above project entered into on the _____ day of _____, 2018, the Clay County Board of Supervisors (the County), as local sponsor, acting by and through its duly authorized representatives, represents and assures the District as follows:

1. That the County has provided the District the lands, or sufficient interest therein, required for the operation and implementation of the project, including access for ingress and egress to and from the project for purpose herein stated;

2. That the relocation and/or alteration of all utilities, structures, objects, and other encumbrances upon the project rights-of-way have been completed or will be completed without cost to the District prior to the initiation of work;


3. That outstanding encumbering rights and interests in said land in the name of third parties have been removed insofar as would prohibit or prevent work from being performed for purposes herein stated;

4. That a sufficient right-of-way is available for implementation of the project

All of the above is subject to stipulations in the easements.

The Board of Supervisors of Clay County hereby authorizes the District, its officers, agents, employees, representatives, and contractors to enter upon all the aforesaid required lands in connection with the construction of the project.

Executed this 5th day of August, 2018.

BY: 
President, Board of Supervisors

ATTEST: 

PROJECT: PN 13-1804-020 Repair and cleaning of a bridge located on U. S. Davidson Road

ATTORNEY'S CERTIFICATE

I, _____, Attorney for the Board of Supervisors of Clay County, hereby certify that the said Tombigbee River Valley Water Management District has been provided with the lands or sufficient interest therein, for the above project covered by the foregoing Right-Of-Entry, on the _____ day of _____, 2018.

Given under my hand on this day _____ of _____, 2018.

Chief Legal Counsel

ATTEST: _____

STATE OF MISSISSIPPI
CLAY COUNTY

PN 13-1804-020 REPAIR AND CLEANING OF A
BRIDGE LOCATED ON U.S. DAVIDSON ROAD

TEMPORARY EASEMENT

For and in consideration of the repair and cleaning of a bridge located on U. S. Davidson Road in Clay County by the Tombigbee River Valley Water Management District, its successors and assigns, the undersigned hereby grants, bargains, sells and warrants unto the Tombigbee River Valley Water Management District a temporary easement over, on and across the following described lands located in Clay County, to-wit;

A strip of land 100 feet in width on the left and right descending bank(s) of a bridge located on U. S. Davidson Road owned by the undersigned in Section(s) 29, Township 15 South, Range 4 East.

This temporary easement is granted for the necessary period of time to allow the District to complete the project. This easement may be used for such other purposes as may be required in connection with said works of improvement, reserving, however, to the owners, their heirs and assigns all such rights and privileges as may be used without interfering with or abridging the right and easement herein conveyed, subject, however, to existing easements for public roads, highways and public utilities.

The undersigned do hereby further give and grant unto the Tombigbee River Valley Water Management District, its successors and assigns, all rights of ingress, egress and regress over all or any part of the lands owned by the undersigned that abuts a bridge located on U. S. Davidson Road for the purpose of the movement of equipment to be used in the work contemplated.

The Tombigbee River Valley Water Management District will perform and construct this work within its capabilities and limitations and as its schedule will permit and will not be responsible for future maintenance of said work. The landowner(s) will be responsible for any future maintenance.

Tombigbee River Valley Water Management District hereby accepts no liability caused to land or property resulting from the implementation of said project nor is the District responsible for any future problems caused by flooding, erosion, sediment or debris deposits, and grantor(s) hereby agrees/agree to release Tombigbee River Valley Water Management District from any liability for damages that might result from said project.

WITNESS our signatures this the _____ day of _____.

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Grantor

Name:

Address:

Phone:

Grantor

Name:

Address:

Phone:

Grantor

Name:

Address:

Phone:

Grantor

Name:

Address:

Phone:

Grantor

Name:

Address:

Phone:

NOTE: ONE FORM OF ACKNOWLEDGMENT FOR EACH GRANTORS SIGNATURE

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before the undersigned authority in and for said County and State, _____, who acknowledged that he/she signed and delivered the above and foregoing instrument on the day and year therein mentioned as his/her act and deed.

Given under my hand and seal of office, this the _____ day of _____, _____.

NOTARY PUBLIC

SEAL

My Commission Expires:

OR

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before the undersigned authority in and for said County and State, _____, one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, deposes and says that he/she saw the above named _____

(Name of Grantor)

whose name(s) is/are subscribe thereto, sign and deliver the same to the said Tombigbee River Valley Water Management District or that he/she heard the above named _____

(Name of Grantor)

acknowledge that he/she signed and delivered the same to the said Tombigbee River Valley Water Management District; and that this affiant subscribed his/hers name thereto as a witness thereto in the presence of the said _____.

(Name of Grantor)

Witness (signature)

SWORN AND SUBSCRIBED before me, this the _____ day of _____, _____.

NOTARY PUBLIC

SEAL

My Commission Expires:


NO. _____

***IN THE MATTER OF AUTHORIZING AND APPROVING THE SOFTWARE
MAINTENANCE AGREEMENT WITH DATA SYSTEMS MANAGEMENT***

There came on this day for consideration the matter of authorizing and approving the software maintenance agreement with Data Systems Management.

After motion by R. B. Davis and second by Shelton Deanes this Board doth vote unanimously to authorize and approve the Software Maintenance Agreement with Data Systems Management as attached hereto as Exhibit A for year 2019.

SO ORDERED this the 9th day of August, 2018.

A handwritten signature in dark ink, appearing to read "Lynn D. Horton", is written over a horizontal line.

Lynn D. Horton, President



STATE OF MISSISSIPPI

DAVID M. KENNARD
EXECUTIVE DIRECTOR

Tombigbee River Valley Water Management District

July 27, 2018

Mr. Lynn Horton, President
Clay County Board of Supervisors
P. O. Box 815
West Point, MS 39773

Re: Repair and cleaning of a bridge located on U. S. Davidson Road, Clay County, Mississippi,
PN 13-1804-020

Dear Mr. Horton:

On July 26, 2018 the District's Board of Directors approved Clay County's request for assistance with the repair and cleaning of a bridge located on U. S. Davidson Road located in Section 29, Township 15 South, Range 4 East.

Before work can begin on this project, the following paperwork must be executed by the Board and the Board's Attorney and returned to our office: A Local Cooperation Agreement, Right-Of-Entry Form, and Attorney's Certificate. A Temporary Easement for Ingress and egress is also attached and will be required. In addition to the above listed paperwork, clearance must be received from the Corps of Engineers.

As soon as we receive the above paperwork in our office, work on this project will be scheduled to commence as soon as possible. If you have any questions, please advise. It is always a pleasure working with Clay County.

Sincerely,

David M. Kennard
Executive Director

Cc: Mr. R. B. Davis
Mr. Carl "Fox" Haas
Mr. Paul Vickers

P.O. Box 616 • Tupelo, Mississippi 38802 • Phone: (662) 842-2131 • Fax: (662) 842-2132 • Cell: 1 (601)479-2205
E-mail: dkennard@trvwmd.com

LOCAL COOPERATION AGREEMENT

TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT

AND

CLAY COUNTY

DESCRIPTION OF PROJECT

THIS AGREEMENT entered into this 24 day of August, 2011 between the TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT (hereinafter called the "District"), acting by and through its Executive Director, and the CLAY COUNTY BOARD OF SUPERVISORS (hereinafter called the "County"), represented by its President;

WITNESSETH THAT:

WHEREAS, the authority to provide assistance under the Small Project Authorization Program, PN 13-1804-020 Repair and cleaning of a bridge located on U. S. Davidson Road (hereinafter called the "Project") not specifically authorized by Statute, is contained in the minutes of the Board of Directors' official meeting held October 26, 1989;

The Small Project Authorization will allow the "District" to perform certain works of an emergency or urgent nature whereby streams are experiencing blockage from excess debris or sediment that may result in damage to property. Such property may include public bridges, roads, buildings, stream banks, farm land, or residences.

The "County" will provide all rights-of-ways and easements necessary to perform the work of clearing, de-snagging, or excavating the blockage along with easements upon and through private lands for the purpose of ingress or egress to and from the site of work. It is understood that the "District" accepts no responsibility for future maintenance of the affected area where the work occurred.

It is understood that the "District" accepts no responsibility for future maintenance of any bridges, roads, bank stabilization or the clearing and cleaning out of any stream that work has been performed on by the District under its Small Project Program.

The "County" agrees to provide manpower and equipment when necessary to assist in the completion of a project that involves "County" property. The "District" does not accept any liability of injury caused to any "County" employee during performance of work.

Any work or repairs performed on "County" property will be performed for the benefit of the "County" and if the cost of such work or repairs exceeds the limits set out by the "District", the "County" will further hold and save the "District" free from all damages arising from work performed on "County" property including repairs and work performed to bridges and abutments.

Before any work is commenced upon "County" property for the benefit of "County", the "County" must provide all necessary rights-of-ways and easements along with full approval by County Engineer.

THIS AGREEMENT ADOPTED this 9th day of August, 2018 by the Board of Supervisors of Clay County as its official act.

COUNTY BOARD OF SUPERVISORS

TOMBIGBEE RIVER VALLEY WATER
MANAGEMENT DISTRICT

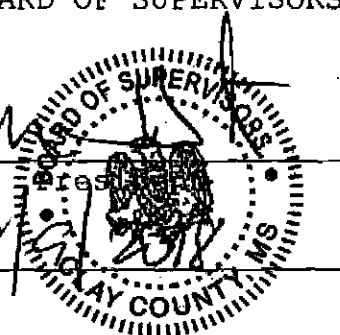
BY: 

BY: _____

Executive Director

DATE: 8/9/2018

DATE: _____



RIGHT-OF-ENTRY

In compliance with prior assurances that it will provide sufficient easements and rights-of-way required in connection with the PN 13-1804-020 Repair and cleaning of a bridge located on U. S. Davison Road (the Project), as described in the agreement between the Tombigbee River Valley Water Management District (the District) and the Clay County Board of Supervisors for local cooperation on the above project entered into on the _____ day of _____, 2018, the Clay County Board of Supervisors (the County), as local sponsor, acting by and through its duly authorized representatives, represents and assures the District as follows:

1. That the County has provided the District the lands, or sufficient interest therein, required for the operation and implementation of the project, including access for ingress and egress to and from the project for purpose herein stated;
2. That the relocation and/or alteration of all utilities, structures, objects, and other encumbrances upon the project rights-of-way have been completed or will be completed without cost to the District prior to the initiation of work;
3. That outstanding encumbering rights and interests in said land in the name of third parties have been removed insofar as would prohibit or prevent work from being performed for purposes herein stated;
4. That a sufficient right-of-way is available for implementation of the project

All of the above is subject to stipulations in the easements.

The Board of Supervisors of Clay County hereby authorizes the District, its officers, agents, employees, representatives, and contractors to enter upon all the aforesaid required lands in connection with the construction of the project.

Executed this 5th day of August, 2018.

BY: 
President, Board of Supervisors


ATTEST: 

PROJECT: PN 13-1804-020 Repair and cleaning of a bridge located on U. S. Davidson Road

ATTORNEY'S CERTIFICATE

I, _____, Attorney for the Board of Supervisors of Clay County, hereby certify that the said Tombigbee River Valley Water Management District has been provided with the lands or sufficient interest therein, for the above project covered by the foregoing Right-Of-Entry, on the _____ day of _____, 2018.

Given under my hand on this day _____ of _____, 2018.

Chief Legal Counsel

ATTEST: _____

STATE OF MISSISSIPPI
CLAY COUNTY

PN 13-1804-020 REPAIR AND CLEANING OF A
BRIDGE LOCATED ON U.S. DAVIDSON ROAD

TEMPORARY EASEMENT

For and in consideration of the repair and cleaning of a bridge located on U. S. Davidson Road in Clay County by the Tombigbee River Valley Water Management District, its successors and assigns, the undersigned hereby grants, bargains, sells and warrants unto the Tombigbee River Valley Water Management District a temporary easement over, on and across the following described lands located in Clay County, to-wit;

A strip of land 100 feet in width on the left and right descending bank(s) of a bridge located on U. S. Davidson Road owned by the undersigned in Section(s) 29, Township 15 South, Range 4 East.

This temporary easement is granted for the necessary period of time to allow the District to complete the project. This easement may be used for such other purposes as may be required in connection with said works of improvement, reserving, however, to the owners, their heirs and assigns all such rights and privileges as may be used without interfering with or abridging the right and easement herein conveyed, subject, however, to existing easements for public roads, highways and public utilities.

The undersigned do hereby further give and grant unto the Tombigbee River Valley Water Management District, its successors and assigns, all rights of ingress, egress and regress over all or any part of the lands owned by the undersigned that abuts a bridge located on U. S. Davidson Road for the purpose of the movement of equipment to be used in the work contemplated.

The Tombigbee River Valley Water Management District will perform and construct this work within its capabilities and limitations and as its schedule will permit and will not be responsible for future maintenance of said work. The landowner(s) will be responsible for any future maintenance.

Tombigbee River Valley Water Management District hereby accepts no liability caused to land or property resulting from the implementation of said project nor is the District responsible for any future problems caused by flooding, erosion, sediment or debris deposits, and grantor(s) hereby agrees/agree to release Tombigbee River Valley Water Management District from any liability for damages that might result from said project.

WITNESS our signatures this the _____ day of _____.

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Grantor
Name:

Address:

Phone:

Grantor
Name:

Address:

Phone:

Grantor
Name:

Address:

Phone:

Grantor
Name:

Address:

Phone:

Grantor
Name:

Address:

Phone:

NOTE: ONE FORM OF ACKNOWLEDGMENT FOR EACH GRANTORS SIGNATURE

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before the undersigned authority in and for said County and State, _____, who acknowledged that he/she signed and delivered the above and foregoing instrument on the day and year therein mentioned as his/her act and deed.

Given under my hand and seal of office, this the _____ day of _____, _____.

NOTARY PUBLIC

SEAL

My Commission Expires:

OR

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before the undersigned authority in and for said County and State, _____, one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, deposes and says that he/she saw the above named _____

(Name of Grantor)

whose name(s) is/are subscribe thereto, sign and deliver the same to the said Tombigbee River Valley Water Management District or that he/she heard the above named _____

(Name of Grantor)

acknowledge that he/she signed and delivered the same to the said Tombigbee River Valley Water Management District; and that this affiant subscribed his/hers name thereto as a witness thereto in the presence of the said _____.

(Name of Grantor)

Witness (signature)

SWORN AND SUBSCRIBED before me, this the _____ day of _____, _____.

NOTARY PUBLIC

SEAL

My Commission Expires:

NO. _____

***IN THE MATTER OF AUTHORIZING AND APPROVING THE SOFTWARE
MAINTENANCE AGREEMENT WITH DATA SYSTEMS MANAGEMENT***

There came on this day for consideration the matter of authorizing and approving the software maintenance agreement with Data Systems Management.

After motion by R. B. Davis and second by Shelton Deanes this Board doth vote unanimously to authorize and approve the Software Maintenance Agreement with Data Systems Management as attached hereto as Exhibit A for year 2019.

SO ORDERED this the 9th day of August, 2018.

A handwritten signature in black ink, appearing to read "Lynn D. Horton", written over a horizontal line.

Lynn D. Horton, President

Data Systems Management, Inc.

Glen Davis
President

July 16, 2018

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

RE: Software Support Agreement

Dear Amy:

First of all, allow me to thank you for being such a loyal and consistent customer to Data Systems over the years. Your satisfaction is very important to us, and we hope we have been successful in providing you with excellent customer service and products.

Although we haven't had a significant price increase in several years, we are going to be raising our prices that will go in effect on October 1, 2018 to help compensate with the cost of living increase. The price increase is something we must do in order to continue to provide you with the quality you've come to expect.

Enclosed is the Monthly CDMS Software Support Agreement for Clay County. The applicable software for each office is listed on the Schedule A. This Agreement will go into effect on October 1, 2018, and will remain in effect until September 30, 2019. If you would like to place the items listed under support, please complete the Acceptance Section below and the Acknowledgment Section on the Agreement and mail or fax a completed copy of this letter and the Agreement to DSM. Please note that we have added the "total monthly charges", to include additional software/services, for budgeting purposes for your convenience to your Schedule A.

Customers under support will receive priority response and scheduling. Customers not under support will be provided assistance on a fee basis according to the attached Fee Schedule.

If you have any questions, please feel free to call the DSM support team at (662) 329-1222.

Sincerely,



Glen Davis
President

GD:aw
enc

ACCEPTANCE SECTION

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

Name: 

Phone: 

Purchase Order # (if needed): _____

Date: 8/9/2018



P.O. Box 1348, Columbus, MS 39703 * (662) 329-1222
1505 Business Park Drive, Clinton, MS 39056 * (601) 925-6257
Columbus Fax (662) 329-1468 * Clinton Fax (601) 925-2223



CDMS APPLICATION SOFTWARE SUPPORT AGREEMENT
FOR: Clay County

The following agreement pertains to the installed CDMS Software as identified by Clay County on attached Schedule A. This agreement is effective October 1, 2018 – September 30, 2019. The payment is due at the first of each month. The following items and their related charges are covered by this agreement:

1. All programming to DSM installed software, as a result of Normal State Agency Mandated Changes, governed by law and with which the local government has to comply, will be completed at no charge. Installation will be charged at \$125.00 per hour plus, if required to be on-site, travel time and any out of pocket expenses.
2. Prescribed changes, recommended by the State, but not mandated, are not covered by the software support agreement and will be provided on a fee basis determined by DSM, Inc.
3. Software enhancements and/or upgrades that we offer to the existing software will be at no charge. Installation will be charged at \$125.00 per hour plus, if required to be on-site, travel time and any out of pocket expenses.
4. A discount on group training classes will be offered. Contact DSM for pricing.
5. Marketing consultation in the areas of purchasing hardware and non-CDMS software will be provided at no charge. Assistance with hardware problems will be provided on a fee basis as set forth in the attached Data System's Management, Inc. Fee Schedule Addendum "A".
6. On an "as needed" basis, DSM will perform disk maintenance and file storage "clean up" to maximize available space at no charge.
7. CDMS application software program integrity is the responsibility of DSM. Errors which are a result of a DSM application software program malfunction will be corrected in order for the software to operate as it was designed at no charge.
8. Data file integrity is the responsibility of the client. Errors which result in incorrect data will be corrected by the client; if corrected by DSM, the client will be billed per the attached fee schedule.
9. An off-site copy of client's software & client selected data files can be kept in our office (non-vault condition) as an option to you. Clients can provide a monthly backup to DSM if you so choose. Routine backup procedures must be monitored by the client in order to help maintain system integrity.
10. Requested services not covered under this agreement will be billed per the attached fee schedule.
11. Data Systems Management shall have the right from time to time during reasonable business hours to enter upon any premises where any of the Programs may be located, for the purpose of confirming the existence, condition, and the proper maintenance of the Programs. The foregoing rights of entry are subject to any applicable governmental security laws, regulations, and rules.

CDMS APPLICATION SOFTWARE SUPPORT AGREEMENT
FOR: Clay County

Continued

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

ACKNOWLEDGMENT SECTION

I choose the following item:

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

☐ No Software Support - I understand that without a software support agreement our agency will be billed according to the attached fee schedule for software services and that our current support, if any, will be terminated on October 1, 2018 .

Signed: CGB

Date: 8/9/2018

Title: Chancey Clark

Schedule A

**CLAY COUNTY
MONTHLY SUPPORT FEE
October 1, 2018 - September 30, 2019**

CHANCERY OFFICE		\$ 758.00
Financial Applications:		
Accounts Payable		
General Ledger		
Payroll		
Purchase Orders		
Fixed Assets		
PERS		
Land Redemption		
Land Redemption Settlement Checks		
GASB Financial		
Fee Journal		
Board Minute Application		
CIRCUIT OFFICE		\$ 25.00
Marriage License	\$ 25.00	
Judgement Roll	(NO SUPPORT)	
Voter Registration	(NO SUPPORT)	
TAX OFFICE		\$ 756.00
Mobile Homes		
Motor Vehicle		
Personal Property Appraisal		
Real Property Appraisal		
Tax Assessment / Collections		
Public Utilities		
Sales Ratio / Index Study		
Miscellaneous Receipts		
Cash Journal		
Privilege License		
JUSTICE COURT		\$ 375.00
Bonds		
Bookkeeping		
Civil		
Criminal		
E-Citation		
TOTAL MONTHLY SUPPORT		\$ 1914.00
<u>Additional Monthly Cost:</u>		
<i>I-NET Publication</i>		\$ 140.00
TOTAL MONTHLY CHARGES		\$ 2054.00

DATA SYSTEMS MANAGEMENT, INC.
FEE SCHEDULE
October 1, 2018 - September 30, 2019

Addendum A

Prices with Signed Software Support Agreement

1.	Custom Programming	\$ 125.00 **
2.	Data Correction	\$ 125.00
3.	Hardware Assistance	\$ 125.00
4.	Training	\$ 125.00
5.	Travel Time	\$ 40.00
6.	Telephone/Communication Line	\$.50/minute *

Prices without Signed Software Support Agreement

1.	Custom Programming	\$ 180.00 **
2.	Data Correction	\$ 180.00
3.	Hardware Assistance	\$ 180.00
4.	Training	\$ 180.00
5.	Travel Time	\$ 75.00
6.	Telephone/Communication Line	\$ 1.00/minute *
7.	Storage for Monthly Backup	\$ 20.00/month

* This is in addition to personnel's hourly rate.

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

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

Data Systems Management, Inc.

Glen Davis
President

July 16, 2018

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

RE: Contract Days

Dear Amy:

Attached is a twelve day contract for discounted services. These days are to be used during the next fiscal year, October 1, 2018 - September 30, 2019. On services rendered as defined in the Contract Day Agreement we are going to reduce our price on those days by \$200.00 per 8 hour day for a total annual savings of \$2,400. We will also provide a discounted rate for travel time from \$40.00 to \$25.00 per hour. Travel and out-of-pocket expenses will be billed on a per diem basis.

Please note that any service that goes beyond 8 hours will be charged at the regular rate for the additional time. We will require a signed software support agreement to be eligible for contract days.

This represents an additional service we are offering, and does not obligate the county to use any of these days. However, in order to receive the discount, this agreement must be signed and returned to DSM prior to September 14, 2018.

If you choose to accept this agreement, please complete the Acceptance Section on the attached contract and return to DSM by mail or fax. When calling to schedule these days, please have a purchase order number available (if necessary).

If you have any questions, please feel free to call the DSM support team at (662) 329-1222.

Sincerely,



Glen Davis
President

GD:aw

P.O. Box 1348, Columbus, MS 39703 * (662) 329-1222
1505 Business Park Drive, Clinton, MS 39056 * (601) 925-6257
Columbus Fax (662) 329-1468 * Jackson Fax (601) 925-2223



12 Day Contract for Clay County

DSM will provide a discount of \$200.00 per day for twelve, on-site technical personnel visits during the fiscal year October 1, 2018 - September 30, 2019. You may schedule one or two 8 hour day visits, depending on scope of effort required, for a total of twelve days that qualify for the discount.

The following are charges that are billed as incurred by the DSM employee:

- Motel
- Mileage
- Meals
- Supplies
- Travel Time (at a discounted rate of \$25.00 per hour)

Tasks considered appropriate for contract day visits are:

- In-service training of personnel
- Configuration of devices
- Assistance with SAVSYS and backup procedures
- IBM PTF research
- Light custom programming
- Networking of PC's
- Network troubleshooting
- Consulting - relating to computer items
- Query program development
- PC product integration

Tasks considered out of the scope of a contract day visit, which may require a quote are:

- IBM Cumulative PTF applications (those requiring more than 8 hours)
- IBM Version/Release upgrades
- Complex interfaces
- Complex programming projects
- Projects not related to CDMS applications

DSM will require one person from your county to be designated to schedule the days. When calling to schedule a contract day, the appropriate DSM personnel will take the information and then schedule a technician with the appropriate skills and a date for the visit.

DSM reserves the right to deny a visit based upon availability of personnel; however, in that event, DSM will make every effort to schedule the county under a priority basis.

ACCEPTANCE SECTION

Signed: _____ Date: _____

Purchase Order number: _____

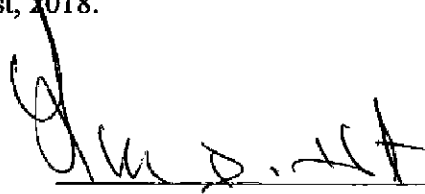
NO. _____

***IN THE MATTER OF AUTHORIZING AND APPROVING TO SPREAD ON THE
MINUTES THE NOTICE OF SUPPLEMENT OF SALARIES OF LEGAL ASSISTANTS AS
RECEIVED BY THE DISTRICT ATTORNEY'S OFFICE***

There came on this day for consideration the matter of authorizing and approving to spread on the minutes the notice of supplement of salaries of legal assistants as received by the District Attorney's Office.

After motion by Shelton Deanes and second by R. B. Davis this Board doth vote unanimously to authorize and approve to spread on the minutes the Notice of Supplement of Salaries to be paid to Legal Assistants as attached hereto as Exhibit A as received by the District Attorney, Scott Colom.

SO ORDERED this the 9th day of August, 2018.



Lynn D. Horton, President

SCOTT COLOM
DISTRICT ATTORNEY

LINDSAY CLEMONS
ASST. DISTRICT ATTORNEY

SCOTT ROGILLIO
ASST. DISTRICT ATTORNEY

STATE OF MISSISSIPPI
OFFICE OF THE DISTRICT ATTORNEY
SIXTEENTH CIRCUIT COURT DISTRICT



POST OFFICE BOX 1044
COLUMBUS, MS 39703
TELEPHONE: 662-329-5911
FAX: 662-327-1854

MARC AMOS
ASST. DISTRICT ATTORNEY

TRINA DAVIDSON-BROOKS
ASST. DISTRICT ATTORNEY

COLLEN HUDSON
ASST. DISTRICT ATTORNEY

July 16, 2018
United States Postage

Amy G. Berry
Clerk of the Board of Supervisors
P.O. Box 815
West Point, MS 39773

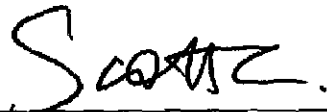
Dear Amy:

Hope all is well. Miss. Code Ann. §25-31-10.1 says I can supplement the salaries of legal assistants (prosecutors) up to \$6000 a year and criminal investigators up to \$5000. If I do so, the statute says I shall report the amount of the supplement, including expenses and fringe benefits, and the source of the supplement to the board of supervisors for each of the counties in my circuit court district and that each of these boards shall spread this information on the board's minutes.

This year I have decided to supplement the salary of Scott Rogilio, a prosecutor, and Maurice Johnson, a criminal investigator. The supplement for both is approximately \$2500 in salary and approximately \$400 in additional fringe benefits. Lowndes County has agreed to process the supplements through their payroll system with the condition that my office reimburses them for the costs. The source of the funds is the District Attorney's Pretrial Diversion program.

As required by statute, please provide the Supervisors this information and request they spread it on their minutes at their next earliest meeting. Feel free to contact me with any questions or concerns.

Sincerely,



Scott W. Colom

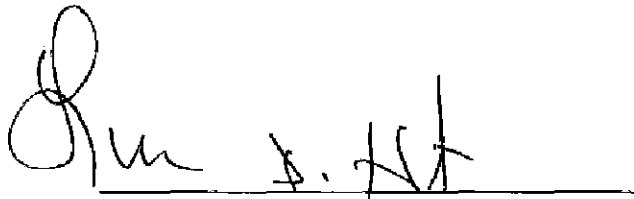
NO. _____

IN THE MATTER OF APPROVING OF ADVERTISING RESOURCES

There came on this day for consideration the matter of approving of advertising resources.

After motion by Shelton Deanes and second by Joe Chandler this Board doth vote unanimously to approve of the advertising resource in the amount of \$195 for the football special edition which will run three times in the Daily Times Leader Newspaper to support the local high school football teams as attached hereto as Exhibit A.

SO ORDERED this the 9th day of August, 2018.

A handwritten signature in black ink, appearing to read 'Lynn D. Horton', is written over a horizontal line.

Lynn D. Horton, President

Amy Berry

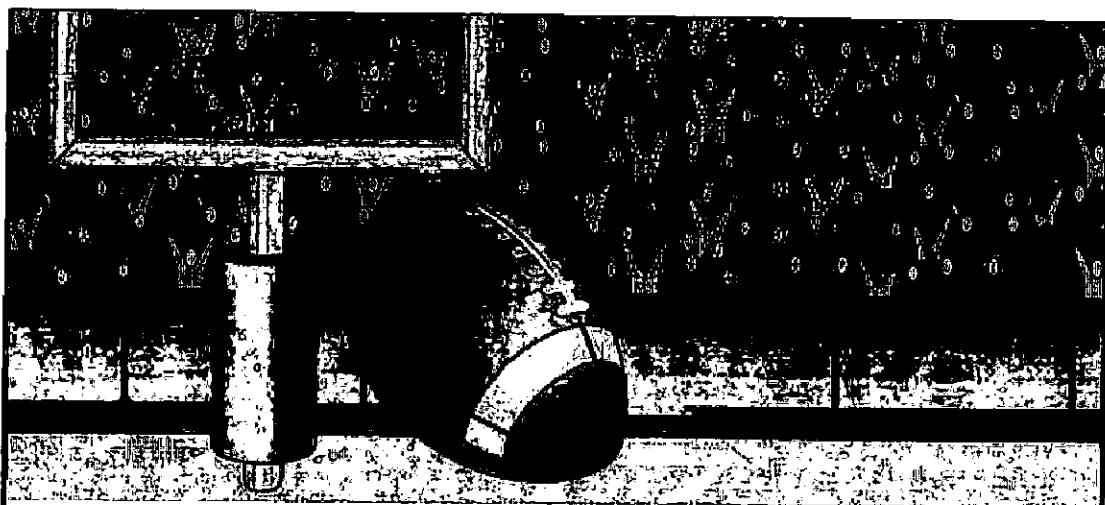
From: dtlads dtlads <dtlads@bellsouth.net>
Sent: Tuesday, August 07, 2018 4:32 PM
To: Amy Berry
Subject: Football Ad for the DTL
Attachments: Board Supers FB14.pdf

Amy,

Here is the Board of Supervisors ad for the Football Preview. The cost is \$195 but it includes 3 more ads on each of the 3 schools Homecoming Pages on the day of their Homecoming. Let me know if you want to be included again this year and if you want to make any changes.

Thanks,

Donna Harris
Account Executive
Daily Times Leader
Phone: 662-494-1422
Fax: 662-494-1414



**ON BEHALF OF
CLAY COUNTY**

WE WOULD LIKE

TO WISH

ALL THE TEAMS

A SUCCESSFUL

AND HEALTHY

FOOTBALL SEASON!

**CLAY COUNTY
BOARD OF
SUPERVISORS**

NO. _____

***IN THE MATTER OF AUTHORIZING AND APPROVING TRAVEL FOR CERTAIN
COUNTY EMPLOYEES***

There came on this day for consideration the matter of authorizing and approving certain county employees to travel.

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize and approve of the said travel for the county employees as attached hereto as Exhibit A.

SO ORDERED this the 9th day of August, 2018.

A handwritten signature in black ink, appearing to read 'Lynn D. Horton', written over a horizontal line.

Lynn D. Horton, President

Clay County, MS
Travel Request Form

Date of Request: 8-6-18

To the Board of Supervisors of Clay County, MS:

Destination of Travel: Vicksburg

Dates of Travel: 9-4-18 to 9-7-18

Cost of Travel: Motel Registration Mileage

Nature of Official Business: Justice Court clerk

Hannette Bragg

Printed Name of Official/
Requesting Authority to Travel

Hannette Bragg

Official or Employee Requesting
Authority to Travel

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

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

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

~~Robbie Robinson~~
Chancery Clerk

**NATIONAL DRUG COURT INSTITUTE
TA MINI OPERATIONAL TUNE-UP: RETOOLING YOUR PROGRAM
AGENDA
2018**

Thursday, August 16

- | | |
|--------------------------------|---|
| 8:00 a.m. – 8:30 a.m. | Arrival and Sign-in |
| 8:30 a.m. – 8:45 a.m. | Welcome, Introductions, and Overview
Carolyn Hardin, National Drug Court Institute |
| 8:45 a.m. – 9:45 a.m. | Plenary: <i>The Real Deal: Overview of Drug Court Best Practices Research</i>
Carolyn Hardin, National Drug Court Institute |
| 9:45 a.m. – 10:00 a.m. | Break |
| 10:00 a.m. – 11:15 a.m. | Plenary: <i>Teaming Up</i>
Carolyn Hardin, National Drug Court Institute
Marilyn Gibson, Greene County, Missouri |
| 11:15 a.m. – 12:15 p.m. | Breakout: Facilitated Action Planning |
| 12:15 p.m. – 1:15 p.m. | <i>Lunch on your own</i> |
| 1:15 p.m. – 2:15 p.m. | Plenary: <i>Here's Looking at You: Selecting the Right Participants</i>
Carolyn Hardin |
| 2:15 p.m. – 2:30 p.m. | Break |
| 2:30 p.m. – 3:30 p.m. | Breakout: Facilitated Action Planning |
| 3:30 p.m. – 3:45 p.m. | Break |
| 3:45 p.m. – 5:00 p.m. | Plenary: <i>A Team Member's Guide to Effective Drug Court Treatment</i>
Carolyn Hardin |

Friday, August 17

- | | |
|------------------------------|--|
| 7:45 a.m. – 8:00 a.m. | Recap-One thing you learned |
| 8:00 a.m. – 9:00 a.m. | Plenary: <i>Revisiting Drug Court Phases</i>
Carolyn Hardin, National Drug Court Institute |
| 9:00 a.m. – 9:15 a.m. | Break |

*Kim Brown Hood, Circuit Ct
Drug Ct Administrator*

9:15 a.m. – 10:15 a.m.

Breakout: *Facilitated Action Planning*

10:15 a.m. – 10:30 a.m.

Break

10:30 a.m. – 12:00 p.m.

**Plenary: *Responses to Client Behavior: Incentives, Sanctions, and
Therapeutic Adjustments***
Carolyn Hardin, National Drug Court Institute

12:00 p.m.

Wrap Up/Adjourn

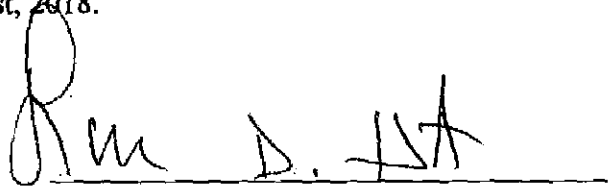
NO. _____

IN THE MATTER OF GOING INTO CLOSED SESSION

There came on this day for consideration the matter of going into closed session.

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize to go into closed session.

SO ORDERED this the 9th day of August, 2018.

A handwritten signature in black ink, appearing to read "Lynn D. Horton", written over a horizontal line.

Lynn D. Horton, President

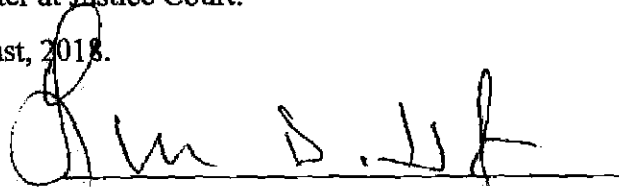
NO. _____

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

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

After motion by Luke Lummus and second by R. B. Davis this Board doth vote unanimously to go from closed session to executive session as authorized in Section 25-41-7 of the Mississippi Code regarding a personnel matter at Justice Court.

SO ORDERED this the 9th day of August, 2018.

A handwritten signature in black ink, appearing to read "Lynn D. Horton", written over a horizontal line.

Lynn D. Horton President

NO. _____

IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION

There came on this day for consideration the matter of coming out of Executive Session.

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve to come out of Executive session.

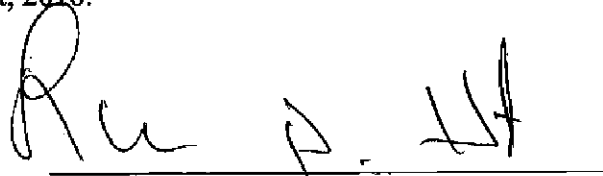
SO ORDERED this the 9th day of August, 2018.

A handwritten signature in black ink, appearing to read "Lynn D. Horton", written over a horizontal line.

Lynn D. Horton, President

After motion by Luke Lummus and second by Joe Chandler this Board doth vote unanimously to authorize and approve to recess until Monday, August 13, 2018, at 9:00 a.m. at the Clay County Courthouse.

SO ORDERED this the 9th day of August, 2018.

A handwritten signature in black ink, appearing to read "Lynn D. Horton", written over a horizontal line.

Lynn D. Horton, President