

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Clay Courthouse in West Point, MS, on the 23rd day of August, 2018, at 9:00 a.m., and present were: Lynn Horton, President, Luke Lummus, Shelton Deanes, and Joe Chandler. Also present were Amy G. Berry, Chancery Clerk and Clerk to the Board, Angela Turner-Ford, Board Attorney, and Eddie Scott, Sheriff of Clay County; when and where the following proceedings were as determined to wit;

NO. _____

**IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE BOARD
OF SUPERVISORS MEETING HELD ON AUGUST 23, 2018**

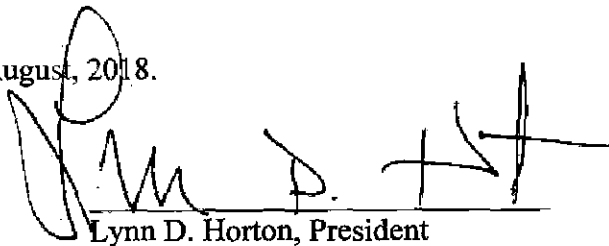
There came on this day for consideration the matter of adopting the agenda for the Board of Supervisors meeting held on August 23, 2018.

It appears to this Board the following items need to be added to the agenda to be discussed and considered by this Board, to-wit:

- Eddie Scott request to go into closed session regarding a personnel matter with the Building and Grounds personnel

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to adopt the agenda as attached hereto as Exhibit A as presented and as amended by this Board.

SO ORDERED this the 23rd day of August, 2018.



Lynn D. Horton, President

**Clay County Board of Supervisors
Agenda for Board Meeting Held
Thursday, August 23, 2018 at 9:00 a.m.**

- Call to Order
- Welcome and Prayer
- Adopt and Amend the agenda
- Robert Calvert
 - Cane Creek Bridge
 - Update on other State Aid Program Projects
- Authority to spread on the minutes the Certificate as received from the MS Department of Revenue Acknowledging the Tax Assessor/Collector has timely filed the Property Rolls FY 2018
- Authorize and approve the updated School Bus Turnaround list as recently updated and approved from the WP Consolidated School Board
- Eddie Scott
 - Authorize and approve the submission of Grant application to Homeland Security
 - Authorize and approve of the submission of the application to get Military Equipment transfers
 - Authorize and approve the President to execute grant paperwork for the \$16,010 DUI Grant and the \$10,000 Seatbelt Grant for the MS Dept of Public Safety
 - Authorize travel to Washington, DC Sept. 18th MS Local Leaders Conference
- Amy Berry
 - Authorize and approve the Chancery Clerk, Comptroller, Personnel Manager, Deputy Bell, and Hatcher to travel to Jackson, MS September 7, 2018 to attend Grant Class sponsored by the MS Dept. of Public Safety
 - Authorize and approve to the consenting of the payment of pay request no 9 to Benchmark Construction Corporation in the amount of \$160,255
 - Authorize and approve to the consenting of the payment of pay request no 10 to Pryor and Morrow in the amount of \$1,633.02
 - Authorize and approve payment to the Constables of the net monthly gross fee income for the month of August 2018
- Recess until Monday, August 27, 2018 at 9:00 a.m. at the Clay County Courthouse

Amendments:

(REVISED)

ORDER OF BOARD OF SUPERVISORS Clay **COUNTY,**
SETTING FORTH PROPOSED STATE AID PROJECTS FOR
PERIOD January, 2016 **THROUGH** December, 2019

Pursuant to the provisions of Senate Bill No. 1 of the Extraordinary Session of 1949 and as subsequently amended, herein after referred to as said Act, We, the undersigned members of the Board of Supervisors of Clay County, hereby order that the proposed project(s) listed herein constitute the State Aid Program for Clay County for the period January, 2016 through December, 2019.

In support of this order, the Board certifies and agrees that:

1. The State Aid System in said County has been designated by the Board and approved by the State Aid Engineer, as required by said Act.
2. The Board has employed a Registered Professional Engineer as County Engineer, who will employ such other competent technical assistant(s), as required, to properly supervise and inspect the work in compliance with the Rules and Regulations of the State Aid Engineer, all as required in said Act.
3. This program, which has been prepared by the County Engineer and approved by this Board, is herewith submitted to the State Aid Engineer for approval.
4. The Board will comply with all applicable Laws, Rules and Regulations in the acquisition of rights-of-way and will maintain the acquired rights-of-way for said project(s) to keep the same free of encroachments such as buildings, fences or any other obstructions. The Board designates ANGELA TURNER FORD as its right-of-way acquisition agent for the project(s) herein. The agent's address and phone number is 662-494-1661
P.O. DRAWER 1500, WEST POINT, MS 39773-1500.
5. Counties receiving \$500,000 or more in Federal funds from all projects constructed or being constructed in a Federal Fiscal Year (October 1 - September 30), must have a single audit conducted in accordance with OMB circular A-133.
6. The Board herein affirms its acceptance of the Office of State Aid Road Construction's policy for the accommodation of utilities as stated in S.O.P. No. SA II-2-8 and agrees to coordinate utility facility installation and/or adjustment in a timely manner so as not to impede project development.
7. The Board will maintain the project(s), after completion, in a regular and satisfactory manner subject to the approval of the State Aid Engineer, all as required in said Act.
8. The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay engineering costs on the project(s), as authorized by Mississippi Code 1972, Section 65-9-15, and in accordance with the Rules and Regulations promulgated by the State Aid Engineer, dated July 1, 2005.
9. The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay testing expenses incurred PRIOR to the award of Contract on any project(s) included in this program. In the event the Board cancels or withdraws any project(s) included in this program, the Board hereby agrees to reimburse its State Aid Fund for testing charges incurred.

PROJECT PRIORITY NO. (Revised)

1. Project No. STP/ BR-0013 (53) B

2. Name of Road: Caradine-County Line Road

3. Design Classification: (check one) Rural ☒ Urban ☐ (check one) Collector ☐ Local ☒
Federal Route Number 770

4. Termini of Project: Bridge on Caradine-County Line Road over Cane Creek near the SW Corner of NE 1/4, Section 6, T 15 S, R 1 E Clay County, Mississippi

5. Length of Project: 0.1 Miles

6. Character of Work (Show Alternates if Applicable) Bridge Replacement

7. Design Data:

a. Traffic Count: How Determined Estimated
Current ADT 100 VPD; Design Year ADT 130 VPD; %Trucks 10
Traffic Count Required: Yes ☐ No ☒ (Attach Supplemental Sheet)

b. Terrain Level ☒ Rolling ☐ Design Speed 35 MPH

c. ROW: Existing 120 Ft.; Proposed 120 Ft.

d. Proposed Roadway Crown Width 26 Ft.

e. Surface Type & Width: Existing Gravel 20 Ft.
Proposed Gravel 20 Ft.

8. Bridges:

a. Str. No. SA 13 09 Suff. Rtg. ? Capacity Closed ☒
Remain in Place: Yes ☒ No ☐ Existing/Proposed Width 23 Ft.

b. Str. No. Suff. Rtg. Capacity
Remain in Place: Yes ☐ No ☐ Existing/Proposed Width Ft.

c. Str. No. Suff. Rtg. Capacity
Remain in Place: Yes ☐ No ☐ Existing/Proposed Width Ft.

d. Str. No. Suff. Rtg. Capacity
Remain in Place: Yes ☐ No ☐ Existing/Proposed Width Ft.

e. Str. No. Suff. Rtg. Capacity
Remain in Place: Yes ☐ No ☐ Existing/Proposed Width Ft.

9. Estimated Construction Cost of Project (Including Contingencies) \$ 1,155,000

a. STP Funds Requested (80 %) \$ 924,000

b. BR Funds Requested (20 %) \$ 231,000

c. SA Funds Requested (20 %) \$ 231,000

d. LSBP Funds (%) \$

e. Off-System BR Funds 20% \$

Engineering Cost (12 %) (Constr. Cost Less Contingencies) \$ 132,000

a. State Aid Funds Requested \$ 132,000

b. County Funds Contributed \$

c. LSBP Funds Contributed \$

d. Funds Contributed \$

Total Estimated Cost of Project \$ 1,287,000

Construction will be by: Contract ☒ County Forces ☐

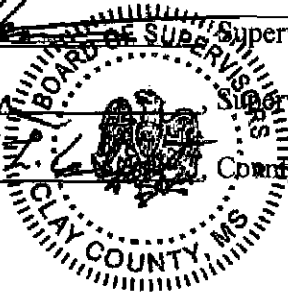
Use Supplemental Sheet and/or maps if needed to provide complete data.

FOR STATE AID USE ONLY:

Preliminary Review	<u>TR</u>	<u>7-27-18</u>	Date
Recommend Approval	<u>MAW</u>	<u>8-13-18</u>	Date
Approved	<u>MAW</u>	<u>8-13-18</u>	Date
Letter To Bd.	<u>MAW</u>	<u>8-16-18</u>	Date
Funds Record	<u>RE</u>	<u>8-14-18</u>	Date
Programmed			Date

BOARD OF SUPERVISORS

Clay County
 Hunt, Supervisor, District I
 Luke Lamm, Supervisor, District II
 B.B. Lamm, Supervisor, District III
 Shelton, Supervisor, District IV
 Joe Chandler, Supervisor, District V
 Robert L. Lamm, County Engineer



STATE OF MISSISSIPPI
COUNTY OF Clay

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of Clay County, Mississippi, entered into the minutes of the said Board of Supervisors, Minute Book No. 163, Page No. , same having been adopted at a meeting of said Board of Supervisors on the 28th day of JUNE, 2018.

Clerk of Board of Supervisors of
Clay County, Mississippi

c:\doc\proposal sap 2007-01-01.wpd

Revised January 1, 2007

3

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JUL 92 2018
OSARC 1947 54

**OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
JACKSON, MISSISSIPPI**

DATA TO BE SUBMITTED WITH ALL PROJECT PROGRAMS

Project Number BR-0013(53)B County Clay Date _____

Road Connections at each End of Project

SOUTH End, Surf. Type Gravel Surf. Width 20' Rdwy. Width 26'
(South or West)
NORTH End, Surf. Type Gravel Surf. Width 20' Rdwy. Width 26'
(North or East)

Railroad Grade Crossing Data

Is there an existing Railroad Grade Crossing? Yes _____ No ✓

Name of Railroad _____

Existing Protection _____

Proposed Protection _____

Existing and/or Proposed Facilities Effecting Route:

SCHOOLS: YES _____ NO ✓ ON ROUTE ✓ OFF ROUTE _____
INDUSTRY: YES _____ NO ✓ ON ROUTE ✓ OFF ROUTE _____

TYPE OF INDUSTRY: _____

OTHER DESIGN CONSIDERATIONS: _____

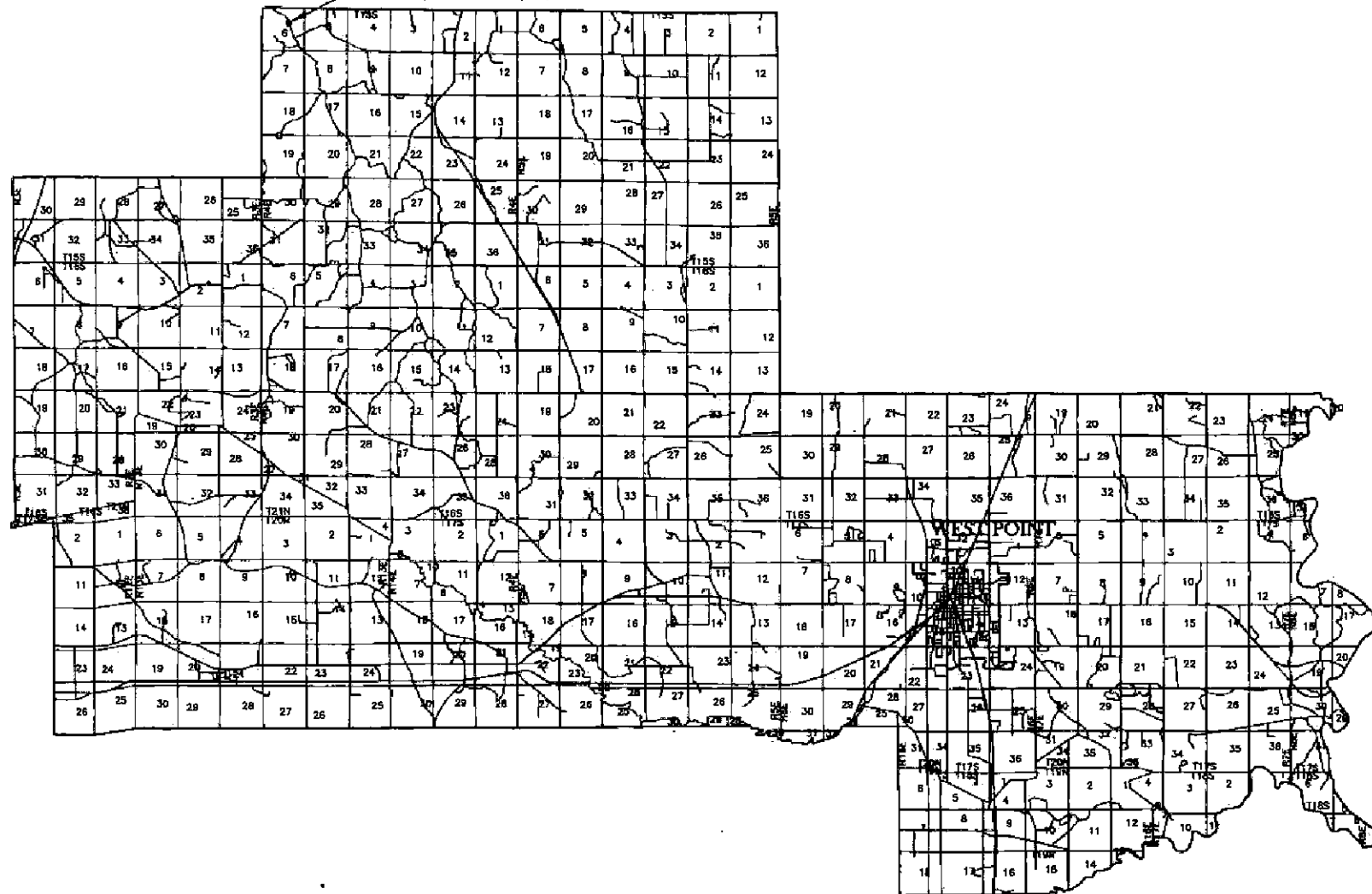
UTILITY COMPANIES TO BE AFFECTED BY PROJECT:

NAME	STREET OR P.O. BOX ADDRESS	CITY
4-County Electric Power	P.O. Box 351	Columbus, MS

Signed _____

Robert L. Calvert
County Engineer

STP/BR-0013(53)B



SCALE: 1"=20,000

CALVERT - SPRADLING ENGINEERS, INC.
Consulting Engineers
P. O. Box 1078 • Phone (601) 484-7101
West Point, Mississippi 39773

CARADINE -
COUNTY LINE RD.
STP/BR-0013(53)B

CLAY COUNTY,
MISSISSIPPI

DESIGNED/SURVEYED BY: _____	SHEET NO. 1 OF 1
DRAWN BY: <u>RLC</u>	
CHECKED BY: <u>RLC</u>	
DATE: <u>11-21-17</u>	

217157 LOCATION.DWG

457

ORDER OF BOARD OF SUPERVISORS Clay **COUNTY,**
SETTING FORTH PROPOSED STATE AID PROJECTS FOR
PERIOD January, 2016 **THROUGH** December, 2019

Pursuant to the provisions of Senate Bill No. 1 of the Extraordinary Session of 1949 and as subsequently amended, herein after referred to as said Act, We, the undersigned members of the Board of Supervisors of Clay County, hereby order that the proposed project(s) listed herein constitute the State Aid Program for Clay County for the period January, 2016 through December, 2019.

In support of this order, the Board certifies and agrees that:

1. The State Aid System in said County has been designated by the Board and approved by the State Aid Engineer, as required by said Act.
2. The Board has employed a Registered Professional Engineer as County Engineer, who will employ such other competent technical assistant(s), as required, to properly supervise and inspect the work in compliance with the Rules and Regulations of the State Aid Engineer, all as required in said Act.
3. This program, which has been prepared by the County Engineer and approved by this Board, is herewith submitted to the State Aid Engineer for approval.
4. The Board will comply with all applicable Laws, Rules and Regulations in the acquisition of rights-of-way and will maintain the acquired rights-of-way for said project(s) to keep the same free of encroachments such as buildings, fences or any other obstructions. The Board designates ANGELA TURNER FORD as its right-of-way acquisition agent for the project(s) herein. The agent's address and phone number is 662-494-6611
P.O. DRAWER 1500, WEST POINT, MS 39773-1500.
5. Counties receiving \$500,000 or more in Federal funds from all projects constructed or being constructed in a Federal Fiscal Year (October 1 - September 30), must have a single audit conducted in accordance with OMB circular A-133.
6. The Board herein affirms its acceptance of the Office of State Aid Road Construction's policy for the accommodation of utilities as stated in S.O.P. No. SA II-2-8 and agrees to coordinate utility facility installation and/or adjustment in a timely manner so as not to impede project development.
7. The Board will maintain the project(s), after completion, in a regular and satisfactory manner subject to the approval of the State Aid Engineer, all as required in said Act.
8. The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay engineering costs on the project(s), as authorized by Mississippi Code 1972, Section 65-9-15, and in accordance with the Rules and Regulations promulgated by the State Aid Engineer, dated July 1, 2005.
9. The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay testing expenses incurred PRIOR to the award of Contract on any project(s) included in this program. In the event the Board cancels or withdraws any project(s) included in this program, the Board hereby agrees to reimburse its State Aid Fund for testing charges incurred.

PROJECT PRIORITY NO. #5

1. Project No. SAP-13 (11)M
 2. Name of Road: Yokohama Boulevard
 3. Design Classification: (check one) Rural ☐ Urban ☒ (check one) Collector ☒ Local ☐
 Federal Route Number _____
 4. Termini of Project: Bridge and for four bridges on Yokohama Boulevard

5. Length of Project: 0.1 Miles
 6. Character of Work (Show Alternates if Applicable) Foam injection of differential settlement at bridge ends, mill, and overlay bridge approaches

7. Design Data:
 a. Traffic Count: How Determined Traffic Study
 Current ADT 5000 VPD; Design Year ADT 6500 VPD; %Trucks 15
 Traffic Count Required: Yes ☐ No ☒ (Attach Supplemental Sheet)
 b. Terrain Level ☒ Rolling ☐ Design Speed 55 MPH
 c. ROW: Existing 100 Ft.; Proposed 100 Ft.
 d. Proposed Roadway Crown Width 40 Ft.
 e. Surface Type & Width: Existing Hot Mix Asphalt 24 Ft.
 Proposed Hot Mix Asphalt 24 Ft.

8. Bridges:
 a. Str. No. SA1300000000121 Suff. Rtg. 98.6 Capacity 12% of HL - 93 Loading
 Remain in Place: Yes ☒ No ☐ Existing/Proposed Width 40' Ft.
 b. Str. No. SA1300000000122 Suff. Rtg. 99.1 Capacity 12% of HL - 93 Loading
 Remain in Place: Yes ☒ No ☐ Existing/Proposed Width 40' Ft.
 c. Str. No. SA1300000000123 Suff. Rtg. 94.5 Capacity 12% of HL - 93 Loading
 Remain in Place: Yes ☒ No ☐ Existing/Proposed Width 40' Ft.
 d. Str. No. SA1300000000124 Suff. Rtg. 98.6 Capacity 12% of HL - 93 Loading
 Remain in Place: Yes ☒ No ☐ Existing/Proposed Width 40' Ft.
 e. Str. No. _____ Suff. Rtg. _____ Capacity _____
 Remain in Place: Yes ☐ No ☐ Existing/Proposed Width _____ Ft.

9. Estimated Construction Cost of Project (Including Contingencies) \$ 134,615
 a. STP Funds Requested (%) \$
 b. BR Funds Requested (%) \$
 c. ☒ SA Funds Requested (100 %) \$ 134,615
 d. LSBP Funds (%) \$
 e. _____ Funds \$

Engineering Cost (12 %) (Constr. Cost Less Contingencies) \$ 15,385

- a. State Aid Funds Requested \$ 15,385
 b. County Funds Contributed \$
 c. LSBP Funds Contributed \$
 d. _____ Funds Contributed \$

Total Estimated Cost of Project \$ 150,000Construction will be by: Contract ☒ County Forces ☐

Use Supplemental Sheet and/or maps if needed to provide complete data.

FOR STATE AID USE ONLY:

Preliminary Review BH Date 8-17-18
 Recommend Approval MAN Dist. Engr. 8-13-18 Date 8-13-18
 Approved MAN State Aid Engr. 8-14-18 Date 8-14-18
 Letter To Bd. MAN Dist. Engr. 8-16-18 Date 8-16-18
 Funds Record KE Auditor 8-14-18 Date 8-14-18
 Programmed _____ Date _____

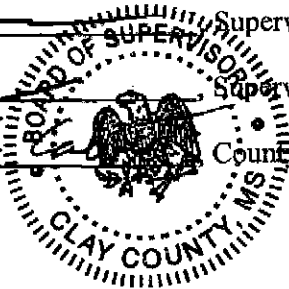
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JUN 29 2018

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BOARD OF SUPERVISORS

Clay County
[Signature], Supervisor, District I
[Signature], Supervisor, District II
[Signature], Supervisor, District III
[Signature], Supervisor, District IV
[Signature], Supervisor, District V
 Prepared by: Robert L. [Signature] County Engineer



STATE OF MISSISSIPPI

COUNTY OF Clay

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of Clay County, Mississippi, entered into the minutes of the said Board of Supervisors, Minute Book No. 103, Page No. , same having been adopted at a meeting of said Board of Supervisors on the 28th day of June, 2018.

[Signature]
 Clerk of Board of Supervisors of Clay County, Mississippi

RECEIVED
JUN 29 2018
 OSARC 1947 21

DATA TO BE SUBMITTED WITH ALL PROJECT PROGRAMS

Road Connections at each End of Project			
West	End,	Surf. Type	Hot Mix Asphalt
(South or West)			
East	End,	Surf. Type	Hot Mix Asphalt
(North or East)			

Is there an existing Railroad Grade Crossing? Yes _____ No ☒

Proposed Protection

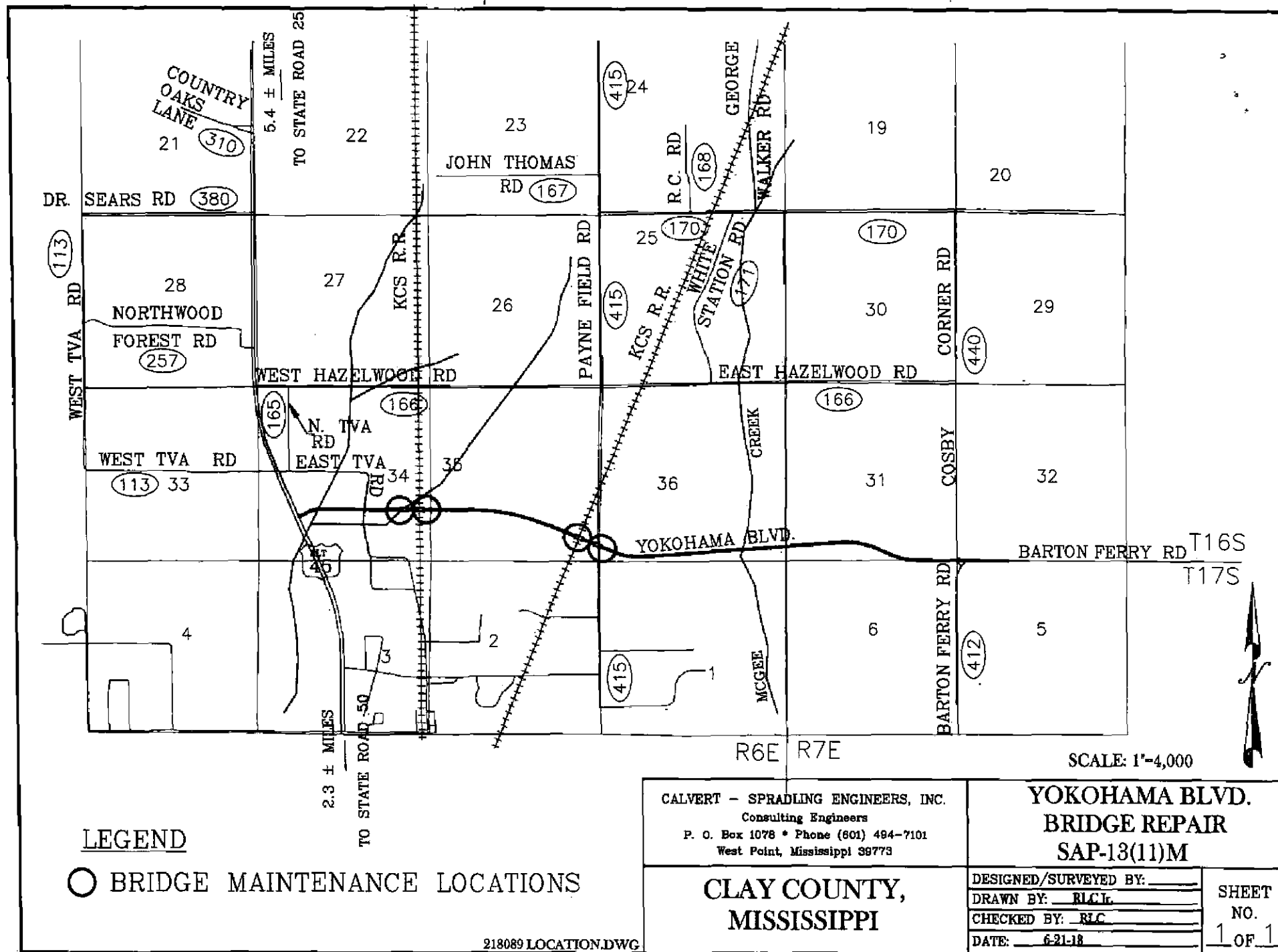
SCHOOLS: YES NO ON ROUTE OFF ROUTE
INDUSTRY: YES ✓ NO ON ROUTE ✓ OFF ROUTE

TYPE OF INDUSTRY: Heavy Manufacturing

OTHER DESIGN CONSIDERATIONS: _____

NAME	STREET OR P.O. BOX ADDRESS	CITY
None		

Signed Robert L. Calvert
County Engineer



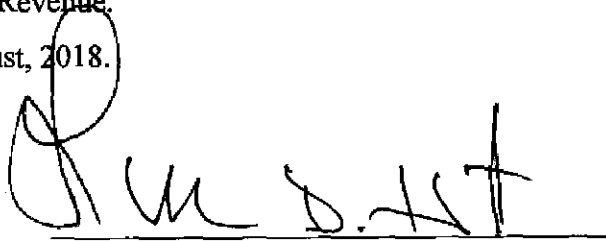
NO. _____

***IN THE MATTER OF AUTHORIZING AND APPROVING TO SPREAD ON THE
MINUTES THE CERTIFICATE AS RECEIVED FROM THE MISSISSIPPI
DEPARTMENT OF REVENUE REGARDING THE PROPERTY ROLLS FOR YEAR 2018***

There came on this day for consideration the mater of authorizing and approving to spread on the minutes the Certificate as received from the Mississippi Department of Revenue regarding the property rolls for year 2018.

After motion by Joe Chandler and second by Luke Lummus this Board doth vote unanimously to authorize and approve to approve of the Notice as attached hereto as Exhibit A as received from the Mississippi Department of Revenue.

SO ORDERED this the 23rd 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



CERTIFICATE

**TO: BOARD OF SUPERVISORS
Clay COUNTY, MISSISSIPPI**

This is to certify that the MS Department of Revenue has received from the County Assessor a correct copy of the Recapitulation of the Real and Personal Assessment Rolls of the above named county filed with you for 2018, and to the best of its knowledge and belief, subject to the preparation of a supplementary Real Roll reflecting the implementation of the constitutional amendment (House Concurrent Resolution 41), **Paige Lamkin**, assessor of said county, is not in default with respect to making and filing the said assessment rolls, and that the said Board of Supervisors may, in its discretion, make an allowance and pay the salary of the said assessor.

This done on the 1st day of August 2018.

Department of Revenue

**Jennifer Williams
Office of Property Tax**

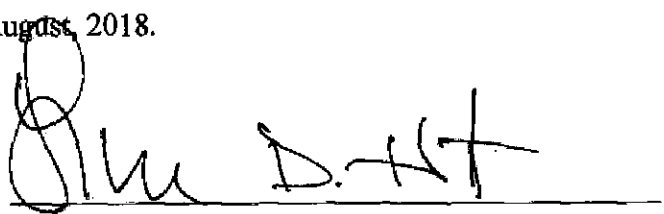
NO. _____

***IN THE MATTER OF AUTHORIZING AND APPROVING THE UPDATED SCHOOL BUS
TURNAROUND LIST AS SUBMITTED BY THE WEST POINT CONSOLIDATED
SCHOOL DISTRICT***

There came on this day for consideration the matter of authorizing and approving the updated school bus turnaround list as submitted by the West Point Consolidated School District.

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve of the updated school bus turnaround list as attached hereto as Exhibit A as received from the West Point Consolidated School District.

SO ORDERED this the 23rd 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



OFFICE OF THE SUPERINTENDENT

WEST POINT CONSOLIDATED SCHOOL DISTRICT

"All students will be successful."

westpoint.k12.ms.us

359 Commerce Street • P. O. Box 656
West Point, Mississippi 39773

Telephone: 662-494-4242
Fax: 662-494-8605

August 15, 2018

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

RE: School Bus Turnaround Resolution

The West Point Consolidated School Board of Trustees approved the attached resolution at the regular board meeting on August 13, 2018.

This resolution has been updated by adding the name of a resident whose property was not on the previous list but is now being used for a bus turnaround. Attached is a copy of the request form of that resident. *(Addition of name is in bold italics on resolution.)*

Please let me know if you have any questions regarding this list. We will update the list as we receive more information.

Sincerely,

Burnell McDonald
Superintendent

BM:cg

Attachment

RESOLUTION

WHEREAS, MCA Section 19-3-42 authorizes the Board of Supervisors of any County, in its discretion, to grade, gravel or shell, repair and/or maintain private gravel or shell roads or driveways to private residences if such roads or driveways are used for school bus turnarounds, and

WHEREAS, such driveways to private residences are currently used and needed for school bus turnarounds within the West Point Consolidated School District and are further in need of repair and maintenance as above provided,

THEREFORE BE IT RESOLVED that the West Point Consolidated School Board of Education does hereby request the Board of Supervisors of Clay County, Mississippi, to grade gravel or shell, repair and/or maintain the private gravel or shell roads to the private residences of the hereinafter named persons, such driveways being currently used for school bus turnarounds, to-wit:

DISTRICT 1 SUPERVISOR, Lynn Horton

Concord Baptist Church

John Willard Hamblin

DISTRICT 2 SUPERVISOR, Luke Lummas

Ruby Dupree
Mahallie Pool

Wendy S. Whittington
Coley M. Moore

Willie Robinson
Brenda Nelson

DISTRICT 3 SUPERVISOR, R. B. Davis

Jordan/Elizabeth Deanes
Nora B. Robertson
Aljoma Hogan
Shane Inman
Allison Blake Naron

Genice D. Brown
Juanita Watson
Norman Jefferson
Earskin Barr

Clarence Simmons
George R. Raspberry, Jr.
William Gardner
Henry C. Lyons

DISTRICT 4 SUPERVISOR, Shelton Deanes

Charity B. Shaffer
Georgia Walker
Juan P. Davis
Annie Chandler

Diane Randle
Tommy Gillespie
Willie Ivy
Shelton Deanes

Geneva & Joe Walker
Richard Haga
Joe W. Walker
Willie C. Walker

DISTRICT 5 SUPERVISOR, Joe Chandler

Felix Lee
Ella Watkins
Cynthia Myles
Melinda Crowley
Helio DeLeon (Mary Stevenson)
Teres Chandler

Harold Starks
Emma Grace Watkins
Bobby Logan
Kevin Johnson, Jr.
Barbara Brownlee

Essie B. Reed
 Fannie Whitfield
 Sarah Rupert
 Louise Bell
 Kathy Jones

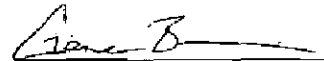
POWER OF ATTORNEY, Kenneth O'Brian

Jerry Morris

FURTHER RESOLVED, that a true and correct copy of the within resolution be submitted to the Board of Supervisors of Clay County, Mississippi.

I, Gene Brown, Chairman of the School Board of Education of the West Point Consolidated School District, Clay County, Mississippi, do hereby certify that the above and foregoing resolution was duly adopted by the West Point Consolidated School District Board of Education at its meeting held February 12, 2018, a quorum of said Board being present.

SO CERTIFIED on this the 19th day of March, 2018.


Chairman



OFFICE OF THE SUPERINTENDENT

WEST POINT CONSOLIDATED SCHOOL DISTRICT

"All students will be successful."

westpoint.k12.ms.us

429 Commerce Street • P. O. Box 656
West Point, Mississippi 39773

Telephone: 662-494-4242
Fax: 662-494-8605

To Whom It May Concern:

I hereby grant permission to Joe Chandler, Supervisor of District 5

to maintain the area designated as a turnaround for school bus(s), located on my property at

43 School Bus Dr Maben MS 39752 (street address, city, zip).

Directions to your home/property: Hwy 50 west. ~~at the~~ Continue
to Pheba. Continue on hwy until ^{old} Burgundy house
on Right side. Turn. ~~at~~ Will be Brown house
behind burgundy house

Teres Chandler

Property Owner's Signature

7/19/18

Date

Teres Chandler

Print or Type Name

RESOLUTION

WHEREAS, MCA Section 19-3-42 authorizes the Board of Supervisors of any County, in its discretion, to grade, gravel or shell, repair and/or maintain private gravel or shell roads or driveways to private residences if such roads or driveways are used for school bus turnarounds, and

WHEREAS, such driveways to private residences are currently used and needed for school bus turnarounds within the West Point Consolidated School District and are further in need of repair and maintenance as above provided,

THEREFORE BE IT RESOLVED that the West Point Consolidated School Board of Education does hereby request the Board of Supervisors of Clay County, Mississippi, to grade gravel or shell, repair and/or maintain the private gravel or shell roads to the private residences of the hereinafter named persons, such driveways being currently used for school bus turnarounds, to-wit:

DISTRICT 1 SUPERVISOR, Lynn Horton

Concord Baptist Church

John Willard Hamblin

DISTRICT 2 SUPERVISOR, Luke Lummas

Ruby Dupree
Mahallie Pool

Wendy S. Whittington
Coley M. Moore

Willie Robinson
Brenda Nelson

DISTRICT 3 SUPERVISOR, R. B. Davis

Jordan/Elizabeth Deanes
Nora B. Robertson
Aljoma Hogan
Shane Inman
Allison Blake Naron

Genice D. Brown
Juanita Watson
Norman Jefferson
Earskin Barr

Clarence Simmons
George R. Raspberry, Jr.
William Gardner
Henry C. Lyons

DISTRICT 4 SUPERVISOR, Shelton Deanes

Charity B. Shaffer
Georgia Walker
Juan P. Davis
Annie Chandler

Diane Randle
Tommy Gillespie
Willie Ivy
Shelton Deanes

Geneva & Joe Walker
Richard Haga
Joe W. Walker
Willie C. Walker

DISTRICT 5 SUPERVISOR, Joe Chandler

Felix Lee
Ella Watkins
Cynthia Myles
Melinda Crowley
Helio DeLeon (Mary Stevenson)
Teres Chandler

Harold Starks
Emma Grace Watkins
Bobby Logan
Kevin Johnson, Jr.
Barbara Brownlee

Essie B. Reed
Fannie Whitfield
Sarah Rupert
Louise Bell
Kathy Jones

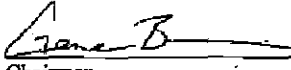
POWER OF ATTORNEY, Kenneth O'Brian

Jerry Morris

FURTHER RESOLVED, that a true and correct copy of the within resolution be submitted to the Board of Supervisors of Clay County, Mississippi.

I, Gene Brown, Chairman of the School Board of Education of the West Point Consolidated School District, Clay County, Mississippi, do hereby certify that the above and foregoing resolution was duly adopted by the West Point Consolidated School District Board of Education at its meeting held February 12, 2018, a quorum of said Board being present.

SO CERTIFIED on this the 19th day of March, 2018.


Chairman

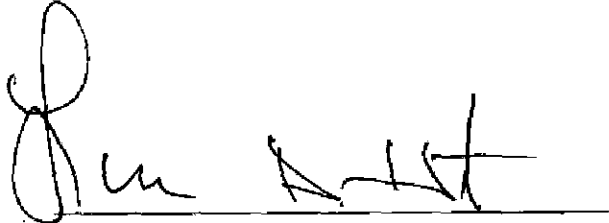
NO. _____

***IN THE MATTER OF AUTHORIZING AND APPROVING THE LAW ENFORCEMENT
SUPPORT OFFICE APPLICATION FOR PARTICIPATION FOR THE DEFENSE
LOGISTICS AGENCY***

There came on this day for consideration the matter of authorizing and approving the Law Enforcement Support office Application for participation for the Defense Logistics Agency.

After motion by Luke Lummus and second by Joe Chandler this Board doth vote unanimously to authorize and approve for the Sheriff to submit the application as attached hereto as Exhibit A to the Defense Logistic Agency in order to be eligible to purchase for surplus property from the military at a discounted price.

SO ORDERED this the 23rd 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



DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

Law Enforcement Support Office (LESO)
Application for Participation / Authorized Screeners Letter

(This form is for State/Local Law Enforcement Agencies only)

FOR LESO USE ONLY

☐ New Application

☐ Updated Application

* Indicates Required Fields

Originating Agency Identifier (ORI) Number 0013

SECTION 1:

*Agency Name: Clay County Sheriff's Department Agency DDDAAC (If Known)
*Agency Physical Address: 348 W. Broad Street *City: West Point
*State: MS *Zip Code: 39773 Email: sfl_14.harrison@yahoo.com *Phone #: (662) 494-2896 Fax #: (662) 494-4034

Agency MUST have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority:

*Full-time: 15 *Part-time: 4

RTD Screener - RTD Screeners must be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency MUST have at least 1 RTD Screener.

	*Official Title / Rank	*First Name	*Last Name
#1	Sheriff	Eddie	Scott
	escottclaysheriff@gmail.com	(662) 494-2896	
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#2	Chief Deputy	Ramerez	Williams
	rwilliams@claysheriffms.org	(662) 494-2896	
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#3	Captian	Jeremy	Bell
	jbell@claysheriffms.org	(662) 494-2896	
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#4	Captian	Stanley	Lee
	slee@claysheriffms.org	(662) 494-2896	
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#5	Deputy	Harrison	Hatcher
	sfl_14.harrison@yahoo.com	(662) 251-5313	
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#6			
	*Official Title / Rank	*First Name	*Last Name
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#7			
	*Official Title / Rank	*First Name	*Last Name
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#8			
	*Official Title / Rank	*First Name	*Last Name
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)

SECTION 2:

RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY

Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

- I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: 1. Chief Law Enforcement Official (CLEO) changes, 2. Agency physical address changes or 3. RTD Screener additions/deletions.

- *(Check only one): ☒ I am signing this document as the CLEO of this law enforcement agency.
☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide current department policy or Memorandum that provides such signature authority to the individual holding that official position.

BY INITIALING THE BOX BELOW, LEA's CERTIFY THEY WILL COMPLY WITH 10 U.S. CODE 2576a FOR ALL CONTROLLED EQUIPMENT.

*ES
Initial Here

I certify with the authorization of the relevant local governing body or authority, that my agency has adopted publicly available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustenance, and appropriate use of controlled property.

*By signing this application, I certify under penalty of perjury that the foregoing is true and correct.
Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.*

Sheriff	Eddie Scott	
*TITLE	*PRINTED NAME: FIRST & LAST	*SIGNATURE
escottclaysheriff@gmail.com		
*EMAIL		*DATE

SECTION 3:

RESERVED FOR STATE COORDINATORS OFFICE USE ONLY

As the State Coordinator/ State Point of Contact it has been determined that the agency meets the definition of a "Law Enforcement Agency/Activity" as described in section 2. I certify that all information contained in this application is valid and accurate.

*PRINTED NAME FIRST & LAST	*SIGNATURE	*DATE

SECTION 4:

RESERVED FOR LESO USE ONLY

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC:

*LESO Authorized Signatory:

*SIGNATURE

*Screener letter is valid one year from this date

LESO Notes:

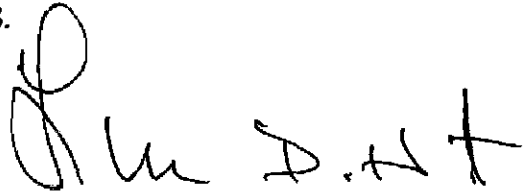
NO. _____

***IN THE MATTER OF AUTHORIZING AND APPROVING THE SUBMISSION OF THE
GRANT APPLICATION TO HOMELAND SECURITY FOR THE SHERIFF'S
DEPARTMENT***

There came on this day for consideration the matter of authorizing and approving the submission of the grant application to Homeland Security for the Sheriff's Department.

After motion by Luke Lummus and Shelton Deanes this Board doth vote unanimously to authorize and approve of the submission of the grant application as attached hereto as Exhibit A to Homeland Security for the purchase of an All-Terrain Vehicle, Night Vision Goggles, and a Tractor to be used by the Clay County Sheriff's Department.

SO ORDERED this the 23rd 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 Sheriff Department

P.O. Box 142
348 West Broad Street
West Point, Mississippi 39773
Phone (662) 494-2712
Fax (662) 494-4034

Sheriff
Eddie Scott

Chief Deputy
Ramirez Williams

Jail Administrator
Anthony Cummings

August 14, 2018

Ms. Marsha Manuel, Grants Director
Mississippi Office of Homeland Security
1230 Raymond Road
Jackson, MS 39204

Dear Ms. Manuel

Narrative Statement

The Clay County Sheriff and Board President of Clay County propose to utilize FY2018 Homeland Security Grant Program funds to support and manage current threats and hazards within Clay County.

Top Three Threats:

1. **Highway/Railcar:** Clay County and the City of West Point have rail systems that deliver dangerous chemicals and gases throughout the region. Clay County and the City of West Point are situated geographically along a corridor between Meridian and Tupelo. Highway U.S. 45 alternate serves as a major trucking route and has an unusually high amount of dangerous chemicals transported, an estimated 20,000 vehicles per day excluding rail traffic.
2. **Weather:** Severe weather is a significant threat for our area. We have numerous weather events to include flooding, tornadoes, straight-line winds, thunderstorms, drought, and ice storms. Any one of these events could severely impact our county in numerous ways.
3. **Mass Casualty:** Man-made mass casualty events are a growing threat for all areas included in Clay County and the City of West Point.

Top Three Hazards:

1. Due to the fact that so many dangerous chemicals are being transported, used, and stored in Clay County, the potential for a chemical release is a recognizable hazard. The railroad runs through the South end of the highway business corridor cutting off all access for emergency services to numerous businesses, industries, and an airport, along with large residential areas.
2. Clay County and the City of West Point in particular, have been impacted by numerous significant weather events in the past. These events could cause flooding, power outages, missing persons, and evacuations.
3. Clay County has numerous events that could potentially become a situation of mass casualty, such as a festival of 30,000 plus people annually, football games in excess of 7,000 people, and, not to mention, some of our local business, and the close proximity of a major university with many different ethnic backgrounds.

Capability Gap:

The main areas of concern in the Clay County and West Point area that we feel there are gaps in our capabilities. They are listed in order of significance: **All-terrain vehicles** (ATV's)(as listed in 12VE-00-MISS), **Night vision goggles**, infrared (as listed in 07SE-01-IHTS), and **Trailers** (as listed in 12TR-00-TEQP). These areas of concern impact the following agencies within Clay County, Clay County Sheriff's Department, West Point Police Department, West Point Fire Department, Clay County Volunteer Fire department, MEMA, Mississippi Highway Patrol (MHP), Mississippi Bureau of Narcotics (MBN), and Mississippi Bureau of Investigations (MBI). Clay County also works closely with other agencies outside of the county that these capability gaps may also affect such as, Monroe County, Lowndes County, Oktibbeha County, Webster County, and Chickasaw County. This excludes cities within each of those counties.

Closing of the Capability Gap:

The following item(s)/equipment we fill will help us bridge the capability gaps within Clay County and all agencies in need of such equipment for search and rescue or events as requested. Agencies that would benefit from this item(s)/equipment are Clay County Sheriff's Department, Clay County Volunteers Fire Department, West Point Police Department, West Point Fire Department, Mississippi Highway Patrol, Mississippi Bureau of Narcotics, MEMA, Mississippi Bureau of Investigations, and any outside agencies that formally request the assistance of the Clay County Sheriff's Department's equipment.

1. Polaris Side-by-Side 4wheel drive capable of hauling four (4) individuals with a winch capable of pulling the Side-by-side out of precarious locations.
 - \$11,596.00 (quote enclosed from Adventure ATV West Point, MS)
2. Armasight by FLIR MNVD (monocular night vision device) multi-purpose Night Vision Monocular
 - \$5,495.00 (quote enclosed from Armasight.com)
3. Carry on Trailer 5-ft x 8-ft wire mesh utility trailer with loading ramp/gate
 - \$1000.00 (quote enclosed from tractorsupply.com)

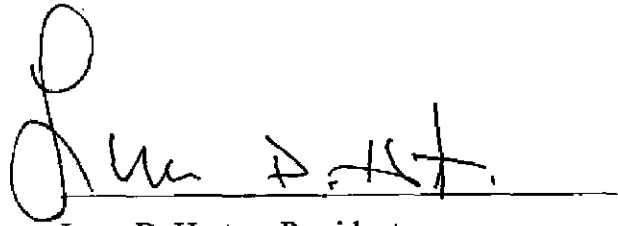
NO. _____

***IN THE MATTER OF AUTHORIZING AND APPROVING THE SHERIFF AND
SUPERVISOR SHELTON DEANES TO TRAVEL TO WASHINGTON D C***

There came on this day for consideration the matter of authorizing and approving the Sheriff and Supervisor Shelton Deanes to travel to Washington D C.

After motion by Luke Lummus and second by Joe Chandler this Board doth vote unanimously to authorize and approve the Sheriff and Supervisor Shelton Deanes to attend the MS Local Leaders White House Conference September 18, 2018 held in Washington D C as attached hereto as Exhibit A as invited by the White House Intergovernmental Affairs.

SO ORDERED this the 23rd 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

Invitation: Mississippi Local Leaders White House Conference**eddie scott** <escottclaysheriff@gmail.com>

8/9/2018 7:52 PM

To: Patty Goff

2 attachments View Download

Check this out for me

Sent from my iPhone

Begin forwarded message:

From: "Michael, Zachery T. EOP/WHO" <Zachery.T.Michael@who.eop.gov>**Date:** August 9, 2018 at 10:01:43 AM CDT**To:** "Michael, Zachery T. EOP/WHO" <Zachery.T.Michael@who.eop.gov>**Cc:** "Crozer, William F. EOP/WHO" <William.F.Crozer@who.eop.gov>, "Carter, Britt S. EOP/WHO" <Brittany.S.Carter@who.eop.gov>**Subject:** Invitation: Mississippi Local Leaders White House Conference*The White House Office of Intergovernmental Affairs invites you to the***Mississippi Local Leaders White House Conference***for remarks and discussion with key administration officials and policymakers on
pertinent issues impacting the State of Mississippi***September 18, 2018****10:30 AM – White House Tour****1:00 - 4:00 PM – Conference****If you are able to attend, please submit your information in the secure form by 1:00 PM
on Friday, September 14. The secure form can be accessed via the link provided**<https://connect.xfinity.com/appsuite/#!/&app=io.ox/mail/detail&folder=default0//xjto7Zzfzm&id=554550>

1/1

Frequently Asked Questions

What information do I need to submit in order to attend? Clicking on the registration link provided above will outline the information you are required to submit in order to register to attend. Please do not fill out this information if you cannot attend. The information you submit must exactly match that of your government issued identification that you will be required to present to Secret Service before entering White House grounds.

How do I know if I successfully registered? Once you click on the registration link, fill out all required information, and submit it, you will receive a confirmation message to the email address you provided. Please make sure to check your spam/junk email folder if you do not receive this confirmation.

What if the link does not work? If the registration link provided does not work or will not properly load, try using a different browser. If you are still unable to register, please contact White House Office of Intergovernmental Affairs staff.

Can I bring a guest? Yes, each invited attendee is allowed to bring an additional guest. During your registration, you have the option to add a guest. Note that the same registration requirements apply to your guest regarding the completion and accuracy of information submitted. If you would like to bring more than one guest, please reach out to the White House Office of Intergovernmental Affairs.

Is this invitation transferable? No, this invitation is non-transferable unless discussed with the White House Office of Intergovernmental Affairs. Any information submitted from an uninvited guest will not be processed.

What items are permissible/non-permissible? Permissible items that you can bring with you differs by event. For the White House tour, Secret Service will not permit you to bring purses/bags/briefcases, iPads, or portfolios. Storage is not available if you bring these items. You can bring a cell phone, wallet, etc. If you do not plan to attend the White House tour before the conference, you are allowed to bring a purse/bag/briefcase, etc.

Is lodging and/or transportation provided? No, registered attendees are responsible for their own accommodations, meals, and transportation to Washington, D.C. and throughout the duration of their visit. Due to federal regulations, we are unable to provide you with recommendations for travel and accommodations. Bottled water will be provided during the conference portion of the event. Lunch is not provided.

Where do I go? All events will take place on the White House complex. We will provide further information ahead of the event date.

How do I get around Washington, D.C.? For travel and transportation in Washington, D.C., taxis and ride sharing services are readily available. The metro is also a convenient way to travel. The closest metro stops are Federal Triangle and Farragut West. More information on the metro, including travel times and maps, can be found by clicking here.

What media is permissible? You are permitted to take photos during the White House Tour as well as the conference. Videos are not permitted.

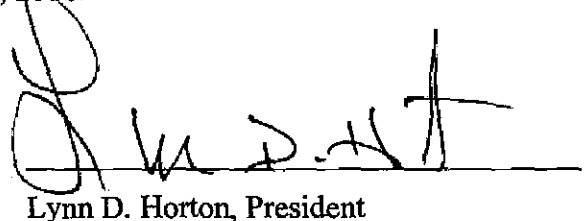
NO. _____

***IN THE MATTER OF AUTHORIZING TO SPREAD ON THE MINUTES THE
EXECUTED GRANT PAPERWORK FOR THE DUI GRANT AND THE SEATBELT
GRANT AS SUBMITTED BY THE SHERIFF'S OFFICE TO THE MS DEPARTMENT OF
PUBLIC SAFETY***

There came on this day for consideration the matter of authorizing to spread on the minutes the executed grant paperwork for the DUI Grant and the Seatbelt Grant as submitted by the Sheriff's office to the MS Department of Public Safety.

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously for the said documents to be spread on the minutes as stated above and as attached hereto as Exhibit A.

SO ORDERED this the 23rd 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
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.ms.gov

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,



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 BOS Clay County Sheriff Dept. Mailing Address: 330 West Broad St. West Point, MS 39773 Telephone Number: 662-494-2896 FAX: 662-494-4034 E-Mail: escottclaysheriff@gmail.com		2. Effective Date of Grant: October 1, 2018 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 6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement Method	
7. CFDA # - 20.607		8. DUNS # - 079117719	
10.A. FAIN #: 18X9205464MS17 69A37518300001540MSA		11.A. Initial Federal Award Date: April 20, 2017 May 2, 2018	
10.B. Federal Awarding Agency: NHTSA		11.B. Secondary Federal Award Dates: 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	
C. MATCH		D. TOTAL	
(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:		15. Approved for Sub-Grantee:	
Signature _____ Date _____ Name: Helen Porter Title: MOHS Office Director, MS Office of Highway Safety		Signature _____ Date _____ Name: Lynn Horton Title: President, Clay County BOS	

MOHS Law Enforcement Grant Programs

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 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), 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.

MOHS Grantee: Enforcement, 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

EXHIBIT 1 - STATEMENT OF TASKS

AGENCY NAME: Clay County BOC / 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

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

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

FY 19/20 STATEMENT OF 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.

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

FY 2019 MONTHLY STATEMENT OF EXPENDITURES

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 Missouri Department of Highway Safety Grant Summary Sheet

1. Applicant Agency: Gill County BOS / Clay County Sheriff's 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

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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

- 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 § 200.454 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 (454) funds, and/or any Police Traffic Services (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-Grantees funded with 402 (OP), 402 (PTS) or 405(D)

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.

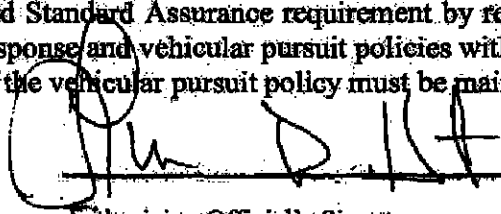
MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

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 BOS / Clay Sheriff Dept. (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)

8/9/2018

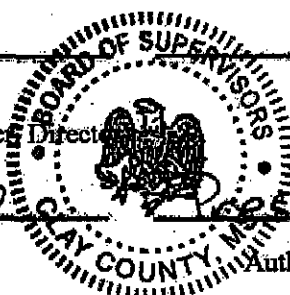
Date

Lynn D. Horton

Print Authorizing Official's Name

President

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 BOS / Clay County Sheriff's Office (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.

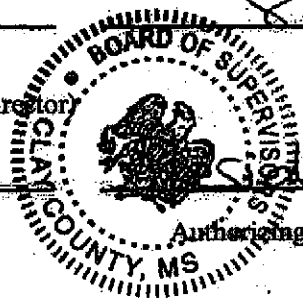
Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

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 Clay County BOS / Clay County Sheriff Dept.
(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 Clay County BOS / Clay County Sheriff Dept.
(Governing Body of Unit of Government)

IN THE JURISDICTION Clay County MISSISSIPPI, THIS 9th Day of August, 20 18 AS

FOLLOWS:

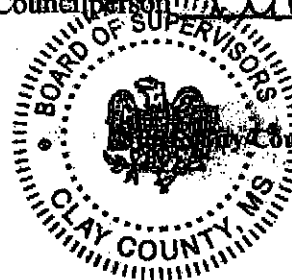
1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Amy G Berry
(Name and Title of Representative) is authorized to accept, on behalf of the Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ 16,010.00
(Federal Dollar Requested) to be made to the Sub-Grantee defraying the cost 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 [Signature]
(Chairman of Board/Mayor)

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

Date: 8/9/2018
Attest: [Signature]
By: Amy G Berry
(Blue Ink)



(County Seal is required)

Mississippi Department of Transportation
Department of Transportation
Department of Transportation

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: Clay County Board of Supervisors

Mailing Address: P.O. Box 815

City: West Point, MS Zip Code: 39073

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

Email Address: aberry@claycountymiss.gov

Signature of Designated Secondary Signatory Official: _____

Appointed by Authorizing Official: Amy G. Berry Date: 8/9/2018
(Mayor, Board President, Commissioner, Director) (Print Name)

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: XXXXXXXXXX</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.

Approval Authority Title and Signature

Issue Date

	Number: CCSO 4.17 Pages: 7
<p style="text-align: center;">CLAY COUNTY SHERIFF'S OFFICE</p> <p style="text-align: center;">MEMORANDUM</p>	CALEA Standard Number: 2.1.2 41.2.2 41.2.3
Chapter: General Patrol	Subject: Vehicular 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

Issue Date



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)


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: 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: <input checked="" type="checkbox"/> Cost Reimbursement Method	
7. CFDA # - 20.600		8. DUNS # - 079117719	
10. A: FAIN #: 18X9204020MS17 69A37518300004020MS0		11. A: Initial Federal Award Date: November 3, 2016 and November 22, 2017	
10. B: Federal Awarding Agency: NHTSA		11. C: Additional Federal Award Date:	
		12. Research and Development Grant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Continuation Grant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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	B. 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
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 for Sub-Grantee:	
Signature _____ Date _____		Signature _____ Date _____	
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 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) 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
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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

- 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

FY19 MOHS Grant Agreement

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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 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

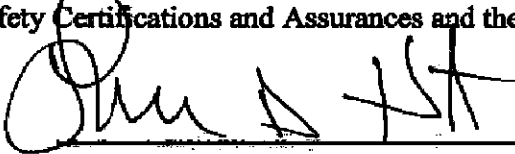
ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

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, Clay County Board of Supervisors (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.



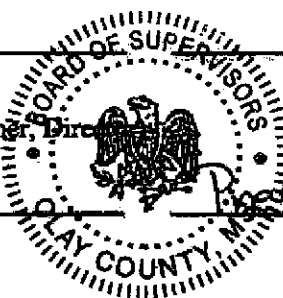
Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

8/9/2018

Date

Lynn D. Hartman

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
(Federal Dollar Requested) to be made to the Sub-Grantee defraying the cost 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

[Signature]
(Chairman of Board/Mayor)

Alderman/Councilperson Shelton Deane offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson [Signature] and, was duly adopted.

Date:

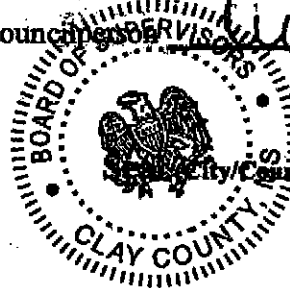
8/9/2018

Attest:

[Signature]

By:

Amy G. Berry
(Blue Ink)



(City/County Seal is required)

Mississippi Office of Highway Safety
Designated 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: Clay County Board of Supervisors

Mailing Address: P.O. Box 815

City: West Point, MS Zip Code: 39073

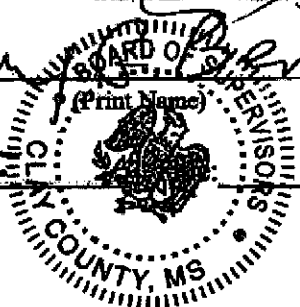
Telephone Number: 662 494-3124 Cellular Number: 662 295-1029

Email Address: abern@claycountymiss.gov

Signature of Designated Secondary Signatory Official: _____

Appointed by Authorizing Official: Amber Berni Date: 8/9/2018
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: [Signature] 8/9/2018
(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.

Approval Authority Title and Signature

Issue Date

<p style="text-align: center;">CLAY COUNTY SHERIFF'S OFFICE</p> <p style="text-align: center;">MEMORANDUM</p>	<p>Number: CCSO 4.17 Pages: 7</p> <p>CALEA Standard Number:</p> <p style="padding-left: 40px;">2.1.2 41.2.2 41.2.3</p>
<p>Chapter: General Patrol</p>	<p>Subject: Vehicle Pursuit</p>

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

Issue Date

CLAY COUNTY
CASH DISBURSEMENTS REPORT
FOR THE PERIOD AUGUST 01, 2018 TO AUGUST 09, 2018

PAGE 1
APCDRPR

BANK: REN RENASANT BANK- GENERAL COUNTY

CHECK			INVOICE		ACCOUNT		AMOUNT	CHECK AMOUNT
NUMBER	DATE	VENDOR NAME	NUMBER	LINE #	NUMBER	DESCRIPTION		
68474	8/02/2018	PAYROLL CLEARING ACCOUNT	201807310036	01	001-000-110	BAILIFF	55.00	
			201807310036	02	001-000-110	SOC SEC MATCHING	4.21	
			201807310037	01	001-000-110	WORK PROGRAM DEPUTY	105.07	
			201807310037	02	001-000-110	STATE RET MATCHING	16.55	
			201807310037	03	001-000-110	SOC SEC MATCHING	8.03	
			201807310038	01	001-000-110	CLERICAL	384.39	
			201807310038	02	001-000-110	FICA/MEDI MATCH	29.40	
			201807310039	01	001-000-110	MEDICAL EXAMINERS FE	1250.00	
			201807310039	02	001-000-110	STATE RET. MATCHING	196.88	
			201807310039	03	001-000-110	SOC SEC MATCHING	95.63	
			201807310040	01	001-000-110	DEPUTIES	1212.65	
			201807310040	02	001-000-110	STATE RET MATCHING	190.99	
			201807310040	03	001-000-110	SOC SEC MATCHING	90.70	
			201807310041	01	001-000-110	MAINTENANCE SALARY	1284.36	
			201807310041	02	001-000-110	STATE RET MATCHING	202.29	
			201807310041	03	001-000-110	SOC SEC MATCHING	94.12	
			201807310041	04	001-000-110	GROUP INS MATCHING	708.45	
			201807310042	01	001-000-110	CASE MANAGER - GRANT	499.70	
			201807310042	02	001-000-110	WORK PROGRAM DEPUTY	12.36	
			201807310042	03	001-000-110	OFFICE/CLERICAL	83.34	
			201807310042	04	001-000-110	STATE RET MATCHING	93.78	
			201807310042	05	001-000-110	SOC SEC MATCHING	17.52	
			201807310043	01	001-000-110	PART-TIME HELP	482.59	
			201807310043	02	001-000-110	SOC SEC MATCHING	36.92	
								7154.93
68475	8/02/2018	JASON ALSOBROOKS	08/2018	01	097-230-476	MEALS & LODGING	27.89	
			08/2018	02	097-230-477	PRIVATE VEHICLE TRAV	94.17	
								122.06
68476	8/07/2018	DEBORAH MYERS	08/2018	02	001-163-476	MEALS & LODGING	54.14	
			08/2018	01	001-163-477	PRIVATE VEHICLE TRAV	264.00	
								318.14
** CHECK TOTAL FOR BANK: RENASANT BANK- GENERAL COUNTY								7595.13
** TOTAL DISBURSEMENTS **								7595.13

CLAY COUNTY
CASH DISBURSEMENTS REPORT
FOR THE PERIOD AUGUST 11, 2018 TO AUGUST 31, 2018

PAGE 1
APCDRPR

BANK: PB4 EMERGENCY EMPLOYMENT ACCOUNT				INVOICE		ACCOUNT		AMOUNT	CHECK AMOUNT
CHECK NUMBER	DATE	VENDOR NAME	NUMBER	LINE #	NUMBER	DESCRIPTION			
4674	8/28/2018	MS DEPT OF EMPLOYMENT SECURI	08/2018	01	107-141-469	UNEMPLOYMENT		1874.22	1874.22
** CHECK TOTAL FOR BANK: EMERGENCY EMPLOYMENT ACCOUNT									1874.22

CLAY COUNTY
CASH DISBURSEMENTS REPORT
FOR THE PERIOD AUGUST 11, 2018 TO AUGUST 31, 2018

PAGE 2
APCDRPR

BANK: REN RENASANT BANK- GENERAL COUNTY

CHECK			INVOICE		ACCOUNT		AMOUNT	CHECK AMOUNT
NUMBER	DATE	VENDOR NAME	NUMBER	LINE #	NUMBER	DESCRIPTION		
4	8/17/2018	REGIONS BANK	08/2018	01	227-800-802	INTEREST EXPENSE	258063.36	
			08/2018	02	227-800-802	INTEREST EXPENSE	667.47-	
								257395.89
68655	8/13/2018	AMANDA HOPE MEADOWS, ESQ	08/2018	01	001-160-550	LEGAL FEES	7690.00	
								7690.00
68656	8/13/2018	CLARISSA N. HARRIS	08/2018	01	001-163-550	LEGAL FEES	332.50	
			08/2018A	01	001-163-550	LEGAL FEES	142.50	
								475.00
68657	8/13/2018	MS DEPARTMENT OF REVENUE	08/2018	01	151-301-695	TRUCK TITLES/TAGS	12.00	
								12.00
68658	8/13/2018	THE LAW OFFICE OF RHONDA SAU	08/2018	01	001-160-550	LEGAL FEES	4360.40	
								4360.40
68659	8/15/2018	PAYROLL CLEARING ACCOUNT	201808150002	01	001-000-110	PERSONNEL MAN/SYSTEM	899.56	
			201808150002	02	001-000-110	ASST PERSONNEL MNGR	107.30	
			201808150002	03	001-000-110	OFFICE CLERICAL	1211.92	
			201808150002	04	001-000-110	STATE RET MATCHING	349.46	
			201808150002	05	001-000-110	SOC SEC MATCHING	162.89	
			201808150003	01	001-000-110	DEPUTIES	839.95	
			201808150003	02	001-000-110	STATE RET MATCHING	132.29	
			201808150003	03	001-000-110	SOC SEC MATCHING	63.93	
			201808150004	01	001-000-110	DEPUTIES	3154.54	
			201808150004	02	001-000-110	OFFICE CLERICAL	484.00	
			201808150004	03	001-000-110	STATE RET MATCHING	496.84	
			201808150004	04	001-000-110	SOC SEC MATCHING	261.76	
			201808150005	01	001-000-110	DEPUTIES	3466.07	
			201808150005	02	001-000-110	STATE RET MATCHING	545.91	
			201808150005	03	001-000-110	SOC SEC MATCHING	250.34	
			201808150006	01	001-000-110	PURCHASE CLERK SALAR	533.33	
			201808150006	02	001-000-110	ASST PURCHASE CLERK	104.17	
			201808150006	03	001-000-110	STATE RET MATCHING	100.41	
			201808150006	04	001-000-110	SOC SEC MATCHING	31.64	
			201808150007	01	001-000-110	RECEIVING CLERK	499.98	
			201808150007	02	001-000-110	STATE RET MATCHING	78.75	
			201808150007	03	001-000-110	SOC SEC MATCHING	34.62	
			201808150008	01	001-000-110	MAINTENANCE SALARY	1460.04	
			201808150008	02	001-000-110	PART-TIME HELP	760.95	
			201808150008	03	001-000-110	MAINTENANCE OVERTIME	86.64	
			201808150008	04	001-000-110	STATE RET MATCHING	363.45	
			201808150008	05	001-000-110	SOC SEC MATCHING	171.90	
			201808150009	01	001-000-110	INFORMATION TECHNOLO	449.78	
			201808150009	02	001-000-110	STATE RET MATCHING	70.84	
			201808150009	03	001-000-110	SOC SEC MATCHING	32.01	
			201808150010	01	001-000-110	CASE MANAGER - GRANT	499.70	
			201808150010	02	001-000-110	WORK PROGRAM DEPUTY	131.76	
			201808150010	03	001-000-110	OFFICE/CLERICAL	333.34	
			201808150010	04	001-000-110	STATE RET MATCHING	151.96	

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NUMBER	DATE	NUMBER	LINE #	NUMBER	DESCRIPTION		
		201808150010	05	001-000-110	SOC SEC MATCHING	41.17	
		201808150011	01	001-000-110	CLERICAL	606.84	
		201808150011	02	001-000-110	FICA/MEDI MATCH	46.42	
		201808150012	01	001-000-110	DEPUTIES	3373.45	
		201808150012	02	001-000-110	STATE RET MATCHING	531.32	
		201808150012	03	001-000-110	SOC SEC MATCHING	232.45	
		201808150013	01	001-000-110	OFFICE/CLERICAL	238.50	
		201808150013	02	001-000-110	SOC.SEC.MATCHING	18.25	
		201808150014	01	001-000-110	DEPUTIES	16605.83	
		201808150014	02	001-000-110	OFFICE/CLERICAL	6493.23	
		201808150014	03	001-000-110	DEPUTIES OVERTIME	1145.12	
		201808150014	04	001-000-110	OFFICE CLERICAL OVER	307.73	
		201808150014	05	001-000-110	MECHANIC SALARY	997.92	
		201808150014	06	001-000-110	STATE RET MATCHING	3852.71	
		201808150014	07	001-000-110	SOC SEC MATCHING	1814.73	
		201808150015	01	001-000-110	MTC TRANSPORT OFFICE	876.46	
		201808150015	02	001-000-110	STATE RET MATCHING	138.04	
		201808150015	03	001-000-110	SOC SEC MATCHING	65.52	
		201808150016	01	001-000-110	SCHOOL RESOURCE OFFI	1315.82	
		201808150016	02	001-000-110	STATE RET. MATCHING	207.24	
		201808150016	03	001-000-110	SOC.SEC.MATCHING	98.59	
		201808150017	01	001-000-110	JAIL ADMINISTRATOR	1091.67	
		201808150017	02	001-000-110	JAIL RECORDS CLERK	1299.84	
		201808150017	03	001-000-110	JAILORS SALARIES	9899.08	
		201808150017	04	001-000-110	KITCHEN MANAGER	1363.18	
		201808150017	05	001-000-110	JAILORS OVERTIME	947.92	
		201808150017	06	001-000-110	STATE RET MATCHING	2277.70	
		201808150017	07	001-000-110	SOC SEC MATCHING	1055.58	
		201808150018	01	001-000-110	DEP EMA DIRECTOR SAL	208.33	
		201808150018	02	001-000-110	STATE RET MATCHING	32.81	
		201808150018	03	001-000-110	SOC SEC MATCHING	14.82	
		201808150019	01	097-000-110	911 DIRECTOR SALARY	1000.78	
		201808150019	02	097-000-110	DISPATCHERS	7394.83	
		201808150019	03	097-000-110	DISPATCHER O/T	217.66	
		201808150019	04	097-000-110	STATE RET MATCHING	1130.75	
		201808150019	05	097-000-110	SOC SEC MATCHING	610.13	
		201808150020	01	151-000-110	ROAD LABORERS- HOURL	2516.80	
		201808150020	02	151-000-110	STATE RET MATCHING	396.40	
		201808150020	03	151-000-110	SOC SEC MATCHING	169.98	
		201808150021	01	152-000-110	ROAD LABORERS- HOURL	1648.00	
		201808150021	02	152-000-110	STATE RET MATCHING	259.56	
		201808150021	03	152-000-110	SOC SEC MATCHING	125.72	
		201808150022	01	153-000-110	ROAD LABORERS- HOURL	4115.66	
		201808150022	02	153-000-110	STATE RET MATCHING	648.22	
		201808150022	03	153-000-110	SOC SEC MATCHING	309.83	
		201808150023	01	154-000-110	ROAD LABORERS- HOURL	2996.40	
		201808150023	02	154-000-110	STATE RET MATCHING	396.33	
		201808150023	03	154-000-110	SOC SEC MATCHING	211.85	
		201808150024	01	155-000-110	ROAD LABORERS - HOU	4009.20	
		201808150024	02	155-000-110	STATE RET MATCHING	505.44	
		201808150024	03	155-000-110	SOC SEC MATCHING	295.75	

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NUMBER	DATE	VENDOR NAME	NUMBER	LINE #	NUMBER	DESCRIPTION		
			201808150025	01	400-000-110	OFFICE/CLERICAL	572.58	
			201808150025	02	400-000-110	SANITATION SALARY	2895.13	
			201808150025	03	400-000-110	STATE RET MATCHING	419.34	
			201808150025	04	400-000-110	SOC SEC MATCHING	370.45	
								108737.09
68660	8/20/2018	ATMOS ENERGY	08/2018ELLIS	01	001-151-512	ELLIS CLINIC UTILITI	29.07	
			08/2018OC	01	001-151-513	OFFICE COMPLEX BUILD	169.87	
			08/2018GEN	01	001-151-514	SHERIFF'S DEPT UTILI	31.81	
			08/2018SHER	01	001-151-514	SHERIFF'S DEPT UTILI	401.35	
			08/2018DHS	01	001-151-515	DHS BUILDING UTILITI	25.63	
								657.73
68661	8/20/2018	AT&T	08/2018HP	01	001-152-504	INTERNET SERVICE	40.69	
								40.69
68662	8/20/2018	BELLSOUTH / ATT	08/2018SHERA	01	001-200-504	NCIC LINES	32.38	
								32.38
68663	8/20/2018	EREECKA ROBERTSON	08/2018	01	097-230-476	MEALS & LODGING	127.41	
			08/2018	02	097-230-477	PRIVATE VEHICLE TRAV	127.68	
								255.09
68664	8/21/2018	AMY SNOW	08/2018A	01	097-230-585	REGISTRATION FEE	395.00	
								395.00
68665	8/21/2018	ATMOS ENERGY	08/2018D2	01	162-302-510	UTILITIES	25.63	
								25.63
68666	8/21/2018	MS DEVELOPMENT AUTHORITY	08/2018GRAH	01	138-800-800	PRIN RETIREMENT-CAP	4256.32	
			08/2018GRAH	02	138-800-802	INTEREST EXPENSE	1289.66	
								5545.98
68667	8/21/2018	CITY WATER & LIGHT DEPT.	08/2018ELLIS	01	001-151-512	ELLIS CLINIC UTILITI	728.26	
			08/2018EXT	01	001-151-513	OFFICE COMPLEX BUILD	366.77	
			08/2018FOR	01	001-151-513	OFFICE COMPLEX BUILD	242.43	
			08/2018SHER	01	001-151-514	SHERIFF'S DEPT UTILI	1096.77	
								2434.23
68668	8/23/2018	PAYROLL CLEARING ACCOUNT	08/2018	01	001-262-470	RET W/HELD & MATCHED	536.30	
								536.30
68669	8/23/2018	SHERMAN IVY	08/2018	01	001-262-461	CONSTABLE FEES	2242.19	
								2242.19
68670	8/23/2018	LEWIS STAFFORD	08/2018	01	001-262-461	CONSTABLE FEES	1541.51	
								1541.51
68671	8/28/2018	UNEMPLOYMENT SECURITY ACCOUN	08/2018A	01	001-220-469	UNEMPLOYMENT INSURAN	1863.42	
			08/2018	01	097-230-469	UNEMPLOYMENT	10.80	
								1874.22

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68672	8/30/2018	WYERHAEUSER	08/2018	01	154-304-545 REPAIRS TO ROAD-NON	2500.00	2500.00
68673	8/31/2018	PAYROLL CLEARING ACCOUNT	201808150026	01	001-000-110 PART-TIME HELP	415.98	
			201808150026	02	001-000-110 SOC SEC MATCHING	31.82	
			201808150027	01	001-000-110 WORK PROGRAM DEPUTY	257.08	
			201808150027	02	001-000-110 STATE RET MATCHING	40.49	
			201808150027	03	001-000-110 SOC SEC MATCHING	19.67	
			201808150029	01	001-000-110 DEPUTIES	45.76	
			201808150029	02	001-000-110 DEPUTIES OVERTIME	169.11	
			201808150029	03	001-000-110 STATE RET MATCHING	33.84	
			201808150029	04	001-000-110 SOC SEC MATCHING	16.44	
			201808310002	01	001-000-110 SUPERVISORS SALARIES	16833.35	
			201808310002	02	001-000-110 PERSONNEL MAN/SYSTEM	899.56	
			201808310002	03	001-000-110 ATTORNEYS	3366.67	
			201808310002	04	001-000-110 ASST PERSONNEL MNGR	107.30	
			201808310002	05	001-000-110 OFFICE CLERICAL	1376.31	
			201808310002	06	001-000-110 STATE RET MATCHING	3556.85	
			201808310002	07	001-000-110 SOC SEC MATCHING	1668.45	
			201808310002	08	001-000-110 GROUP INS MATCHING	5677.07	
			201808310003	01	001-000-110 DEPUTIES	1157.85	
			201808310003	02	001-000-110 COMPTROLLER	3664.55	
			201808310003	03	001-000-110 COUNTY AUDITOR	441.67	
			201808310003	04	001-000-110 COUNTY TREASURER	208.33	
			201808310003	05	001-000-110 PUBLIC SVC NOT PROV	416.67	
			201808310003	06	001-000-110 STATE RET MATCHING	927.53	
			201808310003	07	001-000-110 SOC SEC MATCHING	440.08	
			201808310003	08	001-000-110 GROUP INS MATCHING	1850.14	
			201808310004	01	001-000-110 DEPUTIES	2154.54	
			201808310004	02	001-000-110 OFFICE CLERICAL	536.00	
			201808310004	03	001-000-110 PUBLIC SVCS NOT PROV	416.66	
			201808310004	04	001-000-110 COUNTY REGISTRAR	1341.67	
			201808310004	05	001-000-110 STATE FAILURES	33.33	
			201808310004	06	001-000-110 ELECTION FEES	208.34	
			201808310004	07	001-000-110 STATE RET MATCHING	654.34	
			201808310004	08	001-000-110 SOC SEC MATCHING	341.14	
			201808310004	09	001-000-110 GROUP INS MATCHING	1424.61	
			201808310005	01	001-000-110 TAX ASSESSOR SALARY	4916.67	
			201808310005	02	001-000-110 DEPUTIES	3466.07	
			201808310005	03	001-000-110 STATE RET MATCHING	1320.29	
			201808310005	04	001-000-110 SOC SEC MATCHING	619.64	
			201808310005	05	001-000-110 GROUP INS MATCHING	2835.48	
			201808310006	01	001-000-110 PURCHASE CLERK SALAR	533.33	
			201808310006	02	001-000-110 ASST PURCHASE CLERK	104.17	
			201808310006	03	001-000-110 STATE RET MATCHING	100.41	
			201808310006	04	001-000-110 SOC SEC MATCHING	31.64	
			201808310006	05	001-000-110 GROUP INS MATCHING	766.93	
			201808310007	01	001-000-110 INVENTORY CLERK	2032.47	
			201808310007	02	001-000-110 STATE RET MATCHING	320.11	
			201808310007	03	001-000-110 SOC.SEC.MATCHING	151.14	
			201808310008	01	001-000-110 RECEIVING CLERK	499.98	

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NUMBER	DATE	VENDOR NAME	NUMBER	LINE #	NUMBER	DESCRIPTION		
			201808310008	02	001-000-110	STATE RET MATCHING	78.75	
			201808310008	03	001-000-110	SOC SEC MATCHING	34.62	
			201808310008	04	001-000-110	GROUP INS. MATCHING	4.96	
			201808310009	01	001-000-110	MAINTENANCE SALARY	1649.70	
			201808310009	02	001-000-110	PART-TIME HELP	1032.07	
			201808310009	03	001-000-110	MAINTENANCE OVERTIME	445.62	
			201808310009	04	001-000-110	STATE RET MATCHING	492.56	
			201808310009	05	001-000-110	SOC SEC MATCHING	234.62	
			201808310009	06	001-000-110	GROUP INS MATCHING	950.63	
			201808310010	01	001-000-110	INFORMATION TECHNOLO	449.78	
			201808310010	02	001-000-110	STATE RET MATCHING	70.84	
			201808310010	03	001-000-110	SOC SEC MATCHING	31.57	
			201808310011	01	001-000-110	OFFICE/CLERICAL	667.20	
			201808310011	02	001-000-110	SOC SEC MATCHING	51.04	
			201808310012	01	001-000-110	BAILIFF	825.00	
			201808310012	02	001-000-110	ATTENDING COURT	1500.00	
			201808310012	03	001-000-110	STATE RET MATCHING	279.56	
			201808310012	04	001-000-110	SOC SEC MATCHING	174.66	
			201808310013	01	001-000-110	ATTENDING COURT	6290.00	
			201808310013	02	001-000-110	STATE RET MATCHING	990.68	
			201808310013	03	001-000-110	SOC SEC MATCHING	477.77	
			201808310014	01	001-000-110	CASE MANAGER - GRANT	499.70	
			201808310014	02	001-000-110	OFFICE/CLERICAL	333.34	
			201808310014	03	001-000-110	BAILIFF/DEPUTY	110.00	
			201808310014	04	001-000-110	JUDGE/REFEREE	793.29	
			201808310014	05	001-000-110	FILING FEES	1800.00	
			201808310014	06	001-000-110	STATE RET MATCHING	539.65	
			201808310014	07	001-000-110	SOC SEC MATCHING	234.05	
			201808310014	08	001-000-110	GROUP INS MATCHING	734.62	
			201808310015	01	001-000-110	COURT ADMINISTRATOR	4041.66	
			201808310015	02	001-000-110	CLERICAL	606.84	
			201808310015	03	001-000-110	STATE RET MATCHING	636.56	
			201808310015	04	001-000-110	FICA/MEDI MATCH	332.96	
			201808310015	05	001-000-110	GROUP INS MATCHING	702.42	
			201808310016	01	001-000-110	PROSECUTING ATTORNEY	600.00	
			201808310016	02	001-000-110	LUNACY JUDGE	286.15	
			201808310016	03	001-000-110	RETIREMENT MATCH	139.57	
			201808310016	04	001-000-110	FICA MATCH	41.32	
			201808310016	05	001-000-110	INSURANCE MATCH	888.63	
			201808310017	01	001-000-110	DEPUTIES	3373.45	
			201808310017	02	001-000-110	BAILIFF	770.00	
			201808310017	03	001-000-110	COUNTY JUDGES	6733.34	
			201808310017	04	001-000-110	STATE RET MATCHING	1704.43	
			201808310017	05	001-000-110	SOC SEC MATCHING	750.74	
			201808310017	06	001-000-110	GROUP INS MATCHING	3545.61	
			201808310018	01	001-000-110	CORONER'S FEE	900.00	
			201808310018	02	001-000-110	MEDICAL EXAMINERS FE	1500.00	
			201808310018	03	001-000-110	STATE RET. MATCHING	378.00	
			201808310018	04	001-000-110	SOC SEC MATCHING	183.60	
			201808310018	05	001-000-110	GROUP INS MATCHING	710.13	
			201808310019	01	001-000-110	ATTORNEYS	3366.67	

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NUMBER	DATE	NUMBER	LINE #	NUMBER	DESCRIPTION		
		201808310019	02	001-000-110	STATE RET MATCHING	530.25	
		201808310019	03	001-000-110	SOC SEC MATCHING	257.55	
		201808310019	04	001-000-110	GROUP INS MATCHING	708.45	
		201808310020	01	001-000-110	ATTORNEYS	6180.00	
		201808310020	02	001-000-110	STATE RETIRE MATCHIN	973.36	
		201808310020	03	001-000-110	SOCIAL SEC.MATCHING	454.77	
		201808310020	04	001-000-110	GROUP INS. MATCHING	708.45	
		201808310021	01	001-000-110	OFFICE/CLERICAL	243.00	
		201808310021	02	001-000-110	ELECTION COMMISSIONER	4100.00	
		201808310021	03	001-000-110	STATE RET.MATCHING	94.50	
		201808310021	04	001-000-110	SOC.SEC.MATCHING	331.92	
		201808310022	01	001-000-110	SHERIFF SALARY	7500.00	
		201808310022	02	001-000-110	DEPUTIES	18736.02	
		201808310022	03	001-000-110	OFFICE/CLERICAL	7936.11	
		201808310022	04	001-000-110	DEPUTIES OVERTIME	1382.25	
		201808310022	05	001-000-110	OFFICE CLERICAL OVER	302.83	
		201808310022	06	001-000-110	MECHANIC SALARY	1305.04	
		201808310022	07	001-000-110	STATE RET MATCHING	5716.76	
		201808310022	08	001-000-110	SOC SEC MATCHING	2677.33	
		201808310022	09	001-000-110	GROUP INS MATCHING	13698.38	
		201808310023	01	001-000-110	MTC TRANSPORT OFFICE	1146.07	
		201808310023	02	001-000-110	STATE RET MATCHING	180.51	
		201808310023	03	001-000-110	SOC SEC MATCHING	86.15	
		201808310023	04	001-000-110	GROUP INS MATCHING	708.45	
		201808310024	01	001-000-110	SCHOOL RESOURCE OFFI	1354.59	
		201808310024	02	001-000-110	STATE RET. MATCHING	213.35	
		201808310024	03	001-000-110	SOC.SEC.MATCHING	101.56	
		201808310024	04	001-000-110	GROUP INS MATCHING	708.45	
		201808310025	01	001-000-110	JAIL ADMINISTRATOR	1091.67	
		201808310025	02	001-000-110	JAIL RECORDS CLERK	1684.92	
		201808310025	03	001-000-110	JAILORS SALARIES	11794.52	
		201808310025	04	001-000-110	KITCHEN MANAGER	1794.56	
		201808310025	05	001-000-110	JAILORS OVERTIME	357.02	
		201808310025	06	001-000-110	STATE RET MATCHING	2633.81	
		201808310025	07	001-000-110	SOC SEC MATCHING	1220.10	
		201808310025	08	001-000-110	GROUP INS MATCHING	9918.30	
		201808310026	01	001-000-110	DEP EMA DIRECTOR SAL	208.33	
		201808310026	02	001-000-110	STATE RET MATCHING	32.81	
		201808310026	03	001-000-110	SOC SEC MATCHING	14.62	
		201808310027	01	097-000-110	911 DIRECTOR SALARY	1000.78	
		201808310027	02	097-000-110	DISPATCHERS	8990.10	
		201808310027	03	097-000-110	DISPATCHER O/T	217.05	
		201808310027	04	097-000-110	STATE RET MATCHING	1432.65	
		201808310027	05	097-000-110	SOC SEC MATCHING	731.17	
		201808310027	06	097-000-110	GROUP INS MATCHING	4250.70	
		201808310028	01	104-000-110	LAW LIBRARY- ADMINIS	133.55	
		201808310028	02	104-000-110	STATE RET.MATCHING	21.03	
		201808310028	03	104-000-110	SOC.SEC.MATCHING	10.14	
		201808310029	01	114-000-110	COORDINATOR/VOL.FIRE	367.74	
		201808310029	02	114-000-110	STATE RET.MATCHING	57.92	
		201808310029	03	114-000-110	SOC SEC MATCHING	28.13	

CLAY COUNTY
CASH DISBURSEMENTS REPORT
FOR THE PERIOD AUGUST 11, 2018 TO AUGUST 31, 2018

PAGE 8
APCDRPR

BANK: REN RENASANT BANK- GENERAL COUNTY

CHECK			INVOICE		ACCOUNT		AMOUNT	CHECK AMOUNT
NUMBER	DATE	VENDOR NAME	NUMBER	LINE #	NUMBER	DESCRIPTION		
			201808310030	01	161-000-110	ROAD LABORERS-HOURLY	3104.80	
			201808310030	02	161-000-110	STATE RET MATCHING	489.02	
			201808310030	03	161-000-110	SOC SEC MATCHING	214.14	
			201808310030	04	161-000-110	GROUP INS MATCHING	1416.90	
			201808310031	01	162-000-110	ROAD LABORERS- HOURL	1912.00	
			201808310031	02	162-000-110	STATE RET MATCHING	301.14	
			201808310031	03	162-000-110	SOC SEC MATCHING	145.91	
			201808310031	04	162-000-110	GROUP INS MATCHING	708.45	
			201808310032	01	163-000-110	ROAD LABORERS- HOURL	5110.04	
			201808310032	02	163-000-110	STATE RET MATCHING	804.83	
			201808310032	03	163-000-110	SOC SEC MATCHING	385.89	
			201808310032	04	163-000-110	GROUP INS MATCHING	1416.90	
			201808310033	01	164-000-110	ROAD LABORERS- HOURL	4071.32	
			201808310033	02	164-000-110	STATE RET MATCHING	515.24	
			201808310033	03	164-000-110	SOC SEC MATCHING	294.08	
			201808310033	04	164-000-110	GROUP INS MATCHING	1771.14	
			201808310034	01	165-000-110	ROAD LABORERS- HOURL	5903.23	
			201808310034	02	165-000-110	STATE RET MATCHING	554.06	
			201808310034	03	165-000-110	SOC SEC MATCHING	440.63	
			201808310034	04	165-000-110	GROUP INS MATCHING	1771.11	
			201808150028	01	400-000-110	SANITATION SALARY	1036.70	
			201808150028	02	400-000-110	STATE RET MATCHING	163.28	
			201808150028	03	400-000-110	SOC SEC MATCHING	78.64	
			201808310035	01	400-000-110	OFFICE/CLERICAL	572.58	
			201808310035	02	400-000-110	SANITATION SALARY	5249.51	
			201808310035	03	400-000-110	STATE RET MATCHING	725.23	
			201808310035	04	400-000-110	SOC SEC MATCHING	614.81	
			201808310035	05	400-000-110	GROUP INS MATCHING	3069.95	

291569.14

** CHECK TOTAL FOR BANK: RENASANT BANK- GENERAL COUNTY

688320.47

CLAY COUNTY
CASH DISBURSEMENTS REPORT
FOR THE PERIOD AUGUST 11, 2018 TO AUGUST 31, 2018

PAGE 9
APCDRPR

BANK: RN2 RENASANT BANK- INSURANCE ACCT

CHECK			INVOICE		ACCOUNT			CHECK
NUMBER	DATE	VENDOR NAME	NUMBER	LINE #	NUMBER	DESCRIPTION	AMOUNT	AMOUNT
1515	8/15/2018	GULF GUARANTY	08/2018	01	687-000-135	DUE TO GULF GUARANTY	21132.13	21132.13
1518	8/24/2018	COLONIAL LIFE	08/2018	01	687-000-126	DUE TO COLONIAL LIFE	205.02	205.02
1519	8/24/2018	NEW YORK LIFE	08/2018	01	687-000-123	DUE TO NEW YORK LIFE	306.85	306.85
1520	8/27/2018	LIFE INSURANCE CO. OF ALABAM	08/2018	01	687-000-127	DUE TO LICOA	1985.84	1985.84
1521	8/27/2018	LIBERTY NATIONAL INS	08/2018	01	687-000-125	DUE TO LIBERTY NATIO	2634.15	2634.15
** CHECK TOTAL FOR BANK: RENASANT BANK- INSURANCE ACCT							26263.99	
** TOTAL DISBURSEMENTS **							716458.68	

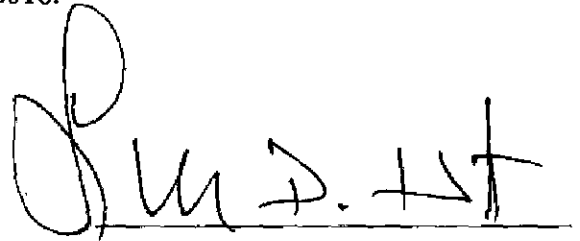
NO. _____

IN THE MATTER OF AUTHORIZING CERTAIN EMPLOYEES TO TRAVEL

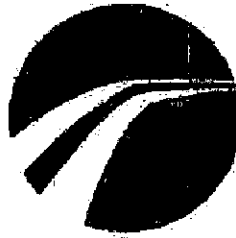
There came on this day for consideration the matter of authorizing and approving certain employees to travel.

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve for the Chancery Clerk and Comptroller to travel with two Sheriff's Deputies to attend the required grant workshop at the MS Department of Public Safety for the DUI Grant held on Friday, September 7, 2018 and as attached hereto as Exhibit A.

SO ORDERED this the 23rd 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



**MISSISSIPPI
Office of Highway Safety**

To: Mississippi Office of Highway Safety Sub-grantees
From: Helen Porter, Director
Date: August 17, 2018
Re: Grant Implementation Meetings for FY19

The Mississippi Office of Highway Safety (MOHS) will hold Implementation meetings for the upcoming FY19 grant year.

Time and Locations

Law Enforcement Programs only

Date:	Friday, September 7, 2018	Friday, September 21, 2018
Location:	Mississippi Office of Highway Safety 1025 Northpark Drive Ridgeland, MS 39157	Mississippi Office of Highway Safety 1025 Northpark Drive Ridgeland, MS 39157
Time:	1:00 p.m.	1:00 p.m.

PI&E and State Agencies only

Date: Friday, September 21, 2018
Location: Mississippi Office of Highway Safety
1025 Northpark Drive
Ridgeland, MS 39157
Time: 10:00 a.m.

It is imperative that all sub-grantees involved in the grant process attend the Implementation meeting. The person responsible for **financial reporting/fiscal controls** such as the Comptroller, County Administrator, City/County Clerks, etc. and the **project director/ grant administrator** are strongly encouraged to attend. We also encourage the Chief/Sheriff and grant funded Full Time Officer to attend this meeting, if schedules permit.

Grant agreements will not be fully executed until the agency attends and completes the Implementation meeting. Grant Agreements are not effective until both parties, MOHS and the Sub-Grantee, have signed and dated the Agreement. Agencies that do not attend Implementation, will not receive the grant award and funds will be reallocated.

Sub-grantees will receive grant award packets via email after the Implementation meeting, which will include a copy of your agency's fully executed agreement, along with all necessary documents needed to implement your projects. There will be no travel reimbursements available for attending the meeting. Please confirm your attendance and number of attendees you will be bringing to mohs@dps.ms.gov, no later than **August 31, 2018**.

If you have any questions or concerns, please contact the MOHS office at 601-977-3731.

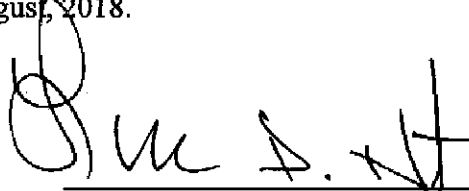
NO. _____

***IN THE MATTER OF CONSENTING TO THE PAYMENT OF PAY REQUEST NO. 9 FOR
THE CLAY COUNTY COURT COMPLEX BUILDING***

There came on this day for consideration the matter of consenting to the payment of pay request No. 9 for the Clay County Court Complex Building.

After motion by Joe Chandler and second by Luke Lummus this Board doth vote unanimously to authorize and approve to the consenting of the payment of pay request No. 9 by the Golden Triangle Public Leasing Corporation in the amount of \$160,255 and further authorizes and approves the President to execute the said pay request as attached hereto as Exhibit A.

SO ORDERED this the 23rd 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

CONSTRUCTION DISBURSEMENT REQUEST

DISBURSEMENT REQUEST NO. ____

Regions Bank, Little Rock, Arkansas
as Trustee
Attention: Corporate Trust Department

Re: \$4,015,000 Certificates of Participation (Clay County, Mississippi Lease Purchase Project), Series 2018

Attention:

In accordance with the terms of the Trust Agreement dated as of May 1, 2018, by and between you and Clay County, Mississippi (the "County") (the "Trust Agreement"), you are hereby authorized and requested to make immediate disbursement of funds held by you for Acquisition Costs (as defined in the Trust Agreement).

The undersigned hereby certifies that:

(i) No part of the amount requested herein has been included in any other request previously filed with you;

(ii) There has not been filed with or served upon the Corporation or, if different, the undersigned, any notice of any lien or attachment upon or claim (except for any preliminary notice of lien as may be filed in accordance with law) affecting the right of the person, corporation or other entity stated below to receive payment of the amount stated below, which lien has not been released or will not be released simultaneously with the payment requested hereunder;

(iii) The amount remaining in the General Account within the Construction and Acquisition Fund held under the Trust Agreement will, after payment of the amount requested below, be sufficient to pay the cost of completing the construction of the Improvements (as hereinafter defined in accordance with construction contracts now in effect and the undersigned's estimates of costs of work, if any, not under contract, all in accordance with the plans and specifications for the improvements described in the Lease (the "Improvements") now in effect and on file with the Corporation;

(iv) The labor, services and/or materials covered hereby have been performed upon or furnished to the Improvements and the payment requested herein is due and payable under a purchase order, contract or other authorization;

(v) All construction to date has been performed in accordance with the plans and specifications for the Improvements on file with the Corporation, and there have been no changes in those plans and specifications except as have been expressly permitted by the Corporation;

41948790.v1

(vi) There have been no changes in the scope or time of performance of the work of construction, nor any extra work, labor or materials ordered or contracted for, nor are any such changes contemplated, except as have been expressly permitted by the Corporation;

(vii) All amounts previously disbursed by you for labor, services and/or materials with respect to the Improvements, pursuant to previous disbursement requests, have been paid to the parties entitled thereto;

(viii) All conditions to the disbursement of the funds requested herein as set forth in the Trust Agreement and in the Lease have been fulfilled, and, to the best knowledge of the undersigned, no default under the Lease has occurred and is continuing; and

(ix) If applicable, an executed American Institute of Architect's Form G702 is attached hereto.

You are hereby requested to pay from the General Account within the Construction and Acquisition Fund established by the Trust Agreement, to the person, corporation or other entity designed below as Payee, the sum set forth below such designation, in payment of all () or a portion (X) (designated by the insertion of an "x" in the parentheses following the correct word or phrase) of the Acquisition Cost described below.

Payee: Benchmark Construction Corporation

Address: 1867 Crane Ridge Drive, Jackson, MS 39216

Amount: \$160,255.00

Description of Acquisition Cost or portion thereof accepted by the undersigned and authorized to be paid to the Payee:

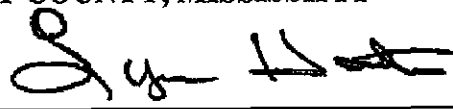
See Attached.

Dated: August 22, 2018

**GOLDEN TRIANGLE PUBLIC BUILDINGS
LEASING CORPORATION**

BY: _____
Corporation Representative

CLAY COUNTY, MISSISSIPPI

BY: 
County Representative

APPLICATION FOR PAYMENT

To: Golden Triangle Public Building
106 Miley Rd
Starkville, MS 39759

Project: Clay County Justice Complex
26089 West Main
West Point, MS 39773

Application No. 4 Page 1 of 11

Application Date: 8/20/2018

Period From: 8/1/2018

To: 8/31/2018

From: Benchmark Construction Corporation
1867 Crane Ridge Drive
Jackson, MS 39216

Architect: Pryor Morrow

Contract Date: 2/22/2018

APPLICATION RECAPITULATION

1. Original Contract	2,871,000
2. Net Change by Change Orders	0
3. Contract Total to Date	2,871,000
4. Total Completed and Stored to Date	738,806
5. Retainage:	
a. 5.0% of Completed Work	36,939
b. 5.0% of Stored Materials	0
Less Total Retainage	36,939
6. Total Earned Less Retainage	701,867
7. Less Previous Certificates	541,612
8. Current Payment Due	160,255
9. Balance of Contract	2,169,133

CHANGE ORDER SUMMARY

	ADDITIONS	DEDUCTIONS
Total Approved Previous	0	0
Total Approved this Month	0	0
Totals	0	0
Net Changes		0

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

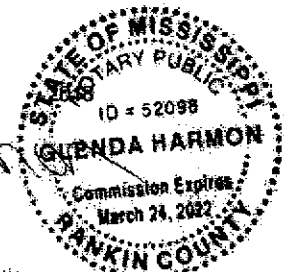
By: Chris D. Dupree Date: 8/20/2018
Benchmark Construction Corporation

State Of: Mississippi

County Of: Hinds

Subscribed and sworn to before me this 20 day of August

Notary Public: Glenda Harmon
My Commission Expires:



CERTIFICATE FOR PAYMENT

In accordance with the contract documents, based on on-site observations and data comprised in this application, the undersigned certifies to the owner that to the best of his knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the contract documents and the contractor is entitled to payment of the amount certified.

AMOUNT CERTIFIED \$ 160,255⁰⁰

Approved by: [Signature] Date: 08-21-2018

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SCHEDULE OF VALUES

Application No. 4
Application Date 8/20/2018
For Work Ending 8/31/2018

LINE	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS	WORK THIS PERIOD	MATERIALS THIS PERIOD	TOTAL COMPL AND STORED	P/C	BALANCE TO COMPLETE	RETAINAGE
1	DIV.1 GENERAL CONDITIONS								
2	Supervision	88,215	14,704	8,232		22,936	26	65,279	1,146
3	Sales Tax	100,449	20,090	6,027		26,117	26	74,332	1,306
4	Office Overhead	143,500	28,700	8,610		37,310	26	106,190	1,866
5	Profit	113,500	22,700	6,810		29,510	26	83,990	1,476
6	Labor Burden	84,836	16,967	5,090		22,057	26	62,779	1,103
7	Preconstruction Services	19,450	19,450			19,450	100		973
8	Mobilize	2,860	2,860			2,860	100		143
9	Bond, Insurance	98,420	98,420			98,420	100		4,921
10	Supervision Expenses	36,614	6,102	3,418		9,520	26	27,094	476
11	Project Management	68,550	11,912	5,911		17,823	26	50,727	891
12	Lay Out	4,000	1,000	3,000		4,000	100		200
13	General Labor	29,358	6,000			6,000	20	23,358	300
14	Utilities	9,907	1,981	595		2,576	26	7,331	129
15	Toilet	913	200	37		237	26	676	12
16	Tools/Equipment	9,125	3,504			3,504	38	5,621	175
17	Job Office Expense	4,500	1,000	170		1,170	26	3,330	59
18	Dumpster	10,342	4,870			4,870	47	5,472	244
19	Periodic Clean-up	5,214	1,043	313		1,356	26	3,858	68
20	Final Cleaning	6,580						6,580	
		836,333	261,503	48,213	0	309,716	37	526,617	15,485

SCHEDULE OF VALUES

Application No. 4
Application Date 8/20/2018
For Work Ending 8/31/2018

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LINE	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS	WORK THIS PERIOD	MATERIALS THIS PERIOD	TOTAL COMPL AND STORED	P/C	BALANCE TO COMPLETE	RETAINAGE
21	Start-up	2,000						2,000	
23	DIV.2 SITE & DEMO								
24	Exterior Demolition	6,330	6,300	30		6,330	100		317
25	Exterior Concrete	9,438						9,438	
26	Pipe Bollards	5,288						5,288	
27	P-lot Striping	6,655						6,655	
28	Parking Bumpers	5,097						5,097	
29	Fencing	18,700						18,700	
30	Mold Clean-up	2,000						2,000	
31	Building Demolition	15,931	15,931			15,931	100		797
32	DIV.3 CONCRETE								
33	Interior Concrete	10,000	10,000			10,000	100		500
34	Concrete Reinforcing	900	900			900	100		45
35	DIV.4 MASONRY								
36	Masonry Patch	5,000						5,000	
37	DIV.5 STEEL								
38	Misc Structural	8,000	5,000	1,000		6,000	75	2,000	300
39	DIV.6 WOOD								
40	Rough Framing/Platforms	25,200						25,200	
41	Millwork Material	57,155						57,155	
		1,014,027	299,634	49,243	0	348,877	36	665,150	17,443

SCHEDULE OF VALUES

Application No. 4
Application Date 8/20/2018
For Work Ending 8/31/2018

Page 4 of 11

LINE	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS	WORK THIS PERIOD	MATERIALS THIS PERIOD	TOTAL COMPL AND STORED	P/C	BALANCE TO COMPLETE	RETAINAGE
42	Wood Handrail	3,500						3,500	
43	DIV.7 WATERPROOF, ROOF, INSUL								
44	Wtrproof/Caulk & Seal	10,000						10,000	
45	NE Quad - ISO	8,979	8,979			8,979	100		449
46	NE Quad - Cover Bd.	4,459	4,459			4,459	100		223
47	NE Quad - TPO	11,028	11,028			11,028	100		551
48	NE Quad - Labor TPO	11,940	10,746			10,746	90	1,194	537
49	NE Quad - Sht Mtl	1,205	904	301		1,205	100		60
50	NE Quad - Sht Mtl Labor	2,989		1,494		1,494	50	1,495	75
51	SE Quad - ISO	8,979	8,979			8,979	100		449
52	SE Quad - Cover Bd.	4,459	4,459			4,459	100		223
53	SE Quad - TPO	11,028	11,028			11,028	100		551
54	SE Quad - Labor TPO	11,940	10,746			10,746	90	1,194	537
55	SE Quad - Sht Mtl	1,205	904	301		1,205	100		60
56	SE Quad - Sht Mtl Labor	2,989		2,690		2,690	90	299	135
57	NW Quad - ISO	8,979	8,979			8,979	100		449
58	NW Quad - Cover Bd.	4,459	4,459			4,459	100		223
59	NW Quad - TPO	11,028	11,028			11,028	100		551
60	NW Quad - Labor TPO	11,940	10,746			10,746	90	1,194	537
61	NW Quad - Sht Mtl	1,205	904	301		1,205	100		60
		1,146,338	407,982	54,330	0	462,312	40	684,026	23,115

SCHEDULE OF VALUES

Application No. 4
Application Date 8/20/2018
For Work Ending 8/31/2018

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LINE	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS	WORK THIS PERIOD	MATERIALS THIS PERIOD	TOTAL COMPL AND STORED	P/C	BALANCE TO COMPLETE	RETAINAGE
62	NW Quad - Sht Mtl Labor	2,989		1,494		1,494	50	1,495	75
63	SW Quad - ISO	8,979	8,979			8,979	100		449
64	SW Quad - Cover Bd.	4,459	4,459			4,459	100		223
65	SW Quad - TPO	11,028	11,028			11,028	100		551
66	SW Quad - Labor TPO	11,940	11,940			11,940	100		597
67	SW Quad - Sht Mtl	1,205	904	301		1,205	100		60
68	SW Quad - Sht Mtl Labor	2,989		2,690		2,690	90	299	135
69	West Wing - ISO	2,348	2,348			2,348	100		117
70	West Wing - Cover Bd.	1,296	1,296			1,296	100		65
71	West Wing - TPO	2,849	2,849			2,849	100		142
72	West Wing - Labor TPO	2,614	2,614			2,614	90	290	131
73	West Wing - Sht Mtl	898	385			385	43	513	19
74	West Wing - Sht Mtl Labor	1,233						1,233	
75	DIV.8 DOORS, GLASS, HDW								
76	Door Frames Material	16,763						16,763	
77	Set Door Frames	1,500						1,500	
78	Doors Material	13,713						13,713	
79	Hang Doors	10,850						10,850	
80	Hardware	19,524						19,524	
81	Exterior Storefront	2,065						2,065	
		1,265,870	454,784	58,815	0	513,599	41	752,271	25,679

SCHEDULE OF VALUES

Application No. 4
Application Date 8/20/2018
For Work Ending 8/31/2018

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LINE	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS	WORK THIS PERIOD	MATERIALS THIS PERIOD	TOTAL COMPL AND STORED	P/C	BALANCE TO COMPLETE	RETAINAGE
82	Exterior Labor	800						800	
83	Exterior Glass	1,462						1,462	
84	Exterior Glass Labor	750						750	
85	Interior Storefront	6,111						6,111	
86	Interior Labor	1,000						1,000	
87	Interior Glass	1,000						1,000	
88	Interior Glass Labor	500						500	
89	Bullet Glass	11,398						11,398	
90	Bullet Glass Labor	1,500						1,500	
91	DIV.9 DRYWALL, ACT, FLR, PAINT								
92	Frame Walls	112,109	45,218	44,468		89,687	80	22,422	4,484
94	Blocking	13,000						13,000	
95	Insulation	27,225						27,225	
96	Drywall	97,636						97,636	
97	Finish Drywall	41,580						41,580	
98	Frame Ceilings	36,619						36,619	
99	Lay-in Ceiling	30,231						30,231	
100	Patch Floors	14,000						14,000	
101	Hard Tile Material	115,000						115,000	
102	Hardtile Labor								
		1,777,791	500,003	103,283	0	603,286	34	1,174,505	30,163

590

SCHEDULE OF VALUES

Application No. 4
Application Date 8/20/2018
For Work Ending 8/31/2018

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LINE	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS	WORK THIS PERIOD	MATERIALS THIS PERIOD	TOTAL COMPL AND STORED	P/C	BALANCE TO COMPLETE	RETAINAGE
103	Vinyl Tile Material								
104	Vinyl Tile Labor								
105	Paint	72,870						72,870	
106	DIV.10 SPECIALTIES								
107	Toilet Partitions Material	4,010						4,010	
108	Toilet Partitions Labor	900						900	
109	Toilet Accessories Material	2,826						2,826	
110	Toilet Accessories Labor	890						890	
111	Fx. & Cabinet Material	1,650						1,650	
112	Fx. & Cabinet Labor	325						325	
113	Interior Signage Material	4,875						4,875	
114	Interior Signage Labor	1,410						1,410	
115	Handicap Signs Material	1,400						1,400	
116	Handicap Signs Labor	200						200	
117	State Seal	10,000						10,000	
118	Aluminum Canopy	16,800						16,800	
119	Flagpole	2,953						2,953	
120	Metal Detector Material	14,000						14,000	
121	Metal Detector Labor	1,700						1,700	
122	DIV.12 FURNIURE								
		1,914,600	500,003	103,283	0	603,286	32	1,311,314	30,163

SCHEDULE OF VALUES

Application No. 4
Application Date 8/20/2018
For Work Ending 8/31/2018

Page 8 of 11

LINE	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS	WORK THIS PERIOD	MATERIALS THIS PERIOD	TOTAL COMPL AND STORED	P/C	BALANCE TO COMPLETE	RETAINAGE
123	Courtroom Pews	58,000						58,000	
124	Jury Box Seating	9,000						9,000	
125	DIV.13 METAL BUILDING								
126	Patch Metal Building	3,500						3,500	
127	DIV.15 MECHANICAL								
128	Sprinkler Design	6,000		6,000		6,000	100		300
129	Sprinkler Material	19,500		19,500		19,500	100		975
130	Sprinkler Labor	15,290						15,290	
131	Sprinkler Final	1,000						1,000	
132	Mechanical Demo Material	1,830	1,830			1,830	100		92
133	Mechanical Demo Labor	1,830	1,830			1,830	100		92
134	Mechanical Demo Rent	1,220	1,220			1,220	100		61
135	Below Grade DWV Mat	14,640	8,784	2,928		11,712	80	2,928	586
136	Below Grade DWV Labor	14,640	7,320	4,392		11,712	80	2,928	586
137	Below Grade Rent	2,440		1,952		1,952	80	488	98
138	Above Grade DWV Mat	12,200						12,200	
139	Above Grade DWV Labor	14,640						14,640	
140	Above Grade Rent	3,050						3,050	
141	Condensate Pipe Mat	3,660						3,660	
142	Condensate Pipe Labor	3,660						3,660	
		2,100,700	520,987	138,055	0	659,042	31	1,441,658	32,951

SCHEDULE OF VALUES

Application No. 4
Application Date 8/20/2018
For Work Ending 8/31/2018

Page 9 of 11

LINE	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS	WORK THIS PERIOD	MATERIALS THIS PERIOD	TOTAL COMPL AND STORED	P/C	BALANCE TO COMPLETE	RETAINAGE
143	Domestic Wtr Mat	14,640		732		732	5	13,908	37
144	Domestic Wtr Labor	21,960		1,098		1,098	5	20,862	56
145	Domestic Wtr Rent	3,050		152		152	5	2,898	8
146	Natural Gas Mat	12,200						12,200	
147	Natural Gas Labor	14,640						14,640	
148	Natural Gas Rent	3,660						3,660	
149	Plumbing Fixtures Mat	2,440		1,220		1,220	50	1,220	61
150	Plumbing Fixtures Labor	12,200						12,200	
151	Plumbing Fixtures	44,066						44,066	
152	Ductwork South Mat	21,960	1,098	4,392		5,490	25	16,470	275
153	Ductwork South Labor	34,160	1,708	9,224		10,932	32	23,228	547
154	Ductwork South Rent	4,880		781		781	16	4,099	39
155	Ductwork North Mat	18,300	915	915		1,830	10	16,470	92
156	Ductwork North Labor	35,380	1,769	1,769		3,538	10	31,842	177
157	Ductwork North Rent	4,880		781		781	16	4,099	39
158	Check Test Start Mat	1,220						1,220	
159	Check Test Start Labor	2,440						2,440	
160	Equipment - Trane	70,996						70,996	
161	Air Distr. - Airflo Mat	41,168	6,176			6,176	15	34,992	309
162	Insulation - Apex	39,690						39,690	
		2,504,630	532,653	159,119	0	691,772	28	1,812,858	34,588

SCHEDULE OF VALUES

Application No. 4
Application Date 8/20/2018
For Work Ending 8/31/2018

Page 10 of 11

LINE	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS	WORK THIS PERIOD	MATERIALS THIS PERIOD	TOTAL COMPL. AND STORED	P/C	BALANCE TO COMPLETE	RETAINAGE
163	TAB - Air Balance Pro's	8,610						8,610	
164	DIV.16 ELECTRICAL								
165	Electrical Mobilize	3,000	3,000			3,000	100		150
166	Electrical Submittals	1,500	1,500			1,500	100		75
167	Electrical Supervision	6,000	1,000	500		1,500	25	4,500	75
168	Electrical Equipment	6,245	950	590		1,540	25	4,705	77
169	Material Fixtures	35,995						35,995	
170	Material Lighting Control	1,740						1,740	
171	Material Basket Trays	3,336						3,336	
172	Material Access Control Racewa	1,800		900		900	50	900	45
173	Material Data Voice Raceways	2,400		1,200		1,200	50	1,200	60
174	Material Feeder Wire	6,000	1,500			1,500	25	4,500	75
175	Matl I Wiring Branch Circuits	36,000	9,945			9,945	28	26,055	497
176	Material HVAC - Power	9,600	2,300			2,300	24	7,300	115
177	Material Switchgear	5,040						5,040	
178	Labor Fixtures	37,130	2,650	2,650		5,300	14	31,830	265
179	Labor Lighting Control	1,896						1,896	
180	Labor Basket Trays	3,476						3,476	
181	Labor Access Control Raceway	1,896		950		950	50	946	48
182	Labor Data Voice Raceways	2,844		1,420		1,420	50	1,424	71
		2,679,138	555,498	167,329	0	722,827	27	1,956,311	36,140

SCHEDULE OF VALUES

Application No. 4
Application Date 8/20/2018
For Work Ending 8/31/2018

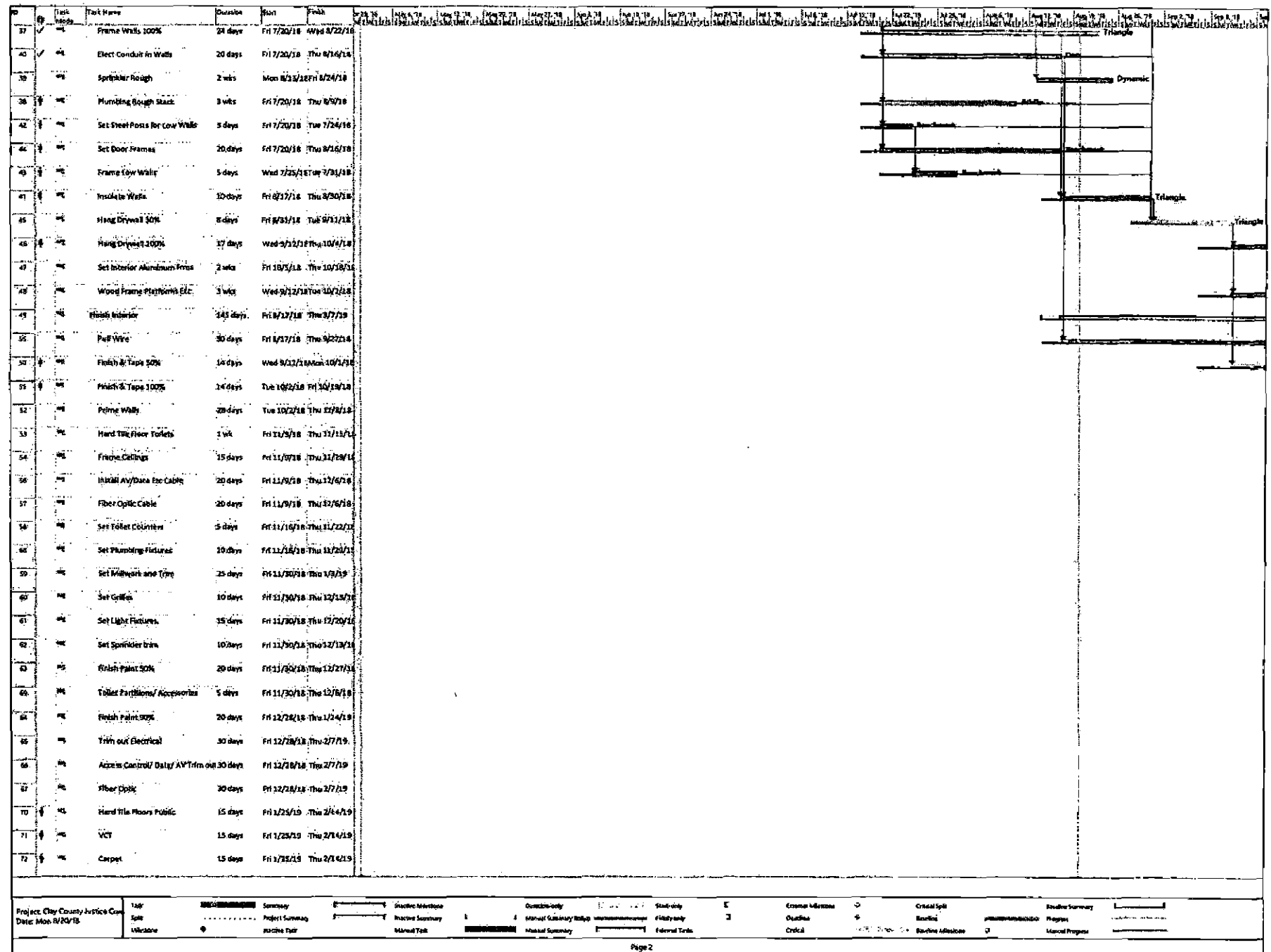
Page 11 of 11

LINE	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS	WORK THIS PERIOD	MATERIALS THIS PERIOD	TOTAL COMPL AND STORED	P/C	BALANCE TO COMPLETE	RETAINAGE
183	Labor Fire Alarm Raceway	6,794		1,360		1,360	20	5,434	68
184	Labor Feeder Wire	6,320						6,320	
185	Labor Wiring Branch Circuits	55,300	11,539			11,539	21	43,761	577
186	Labor HVAC - Power	6,320	1,955			1,955	31	4,365	98
187	Labor Switchgear	4,740	1,125			1,125	24	3,615	56
188	Fire Alarm Material	14,400						14,400	
189	Fire Alarm Labor	4,800						4,800	
190	Generator Material	29,862						29,862	
191	Generator Labor	4,266						4,266	
192	Access Control	16,326						16,326	
193	CCTV	4,155						4,155	
194	Data/Tele/TV	16,149						16,149	
195	Fiber Optic	22,430						22,430	
		2,871,000	570,117	168,689	0	738,806	26	2,132,194	36,939

Olay County
Justice Complex



597

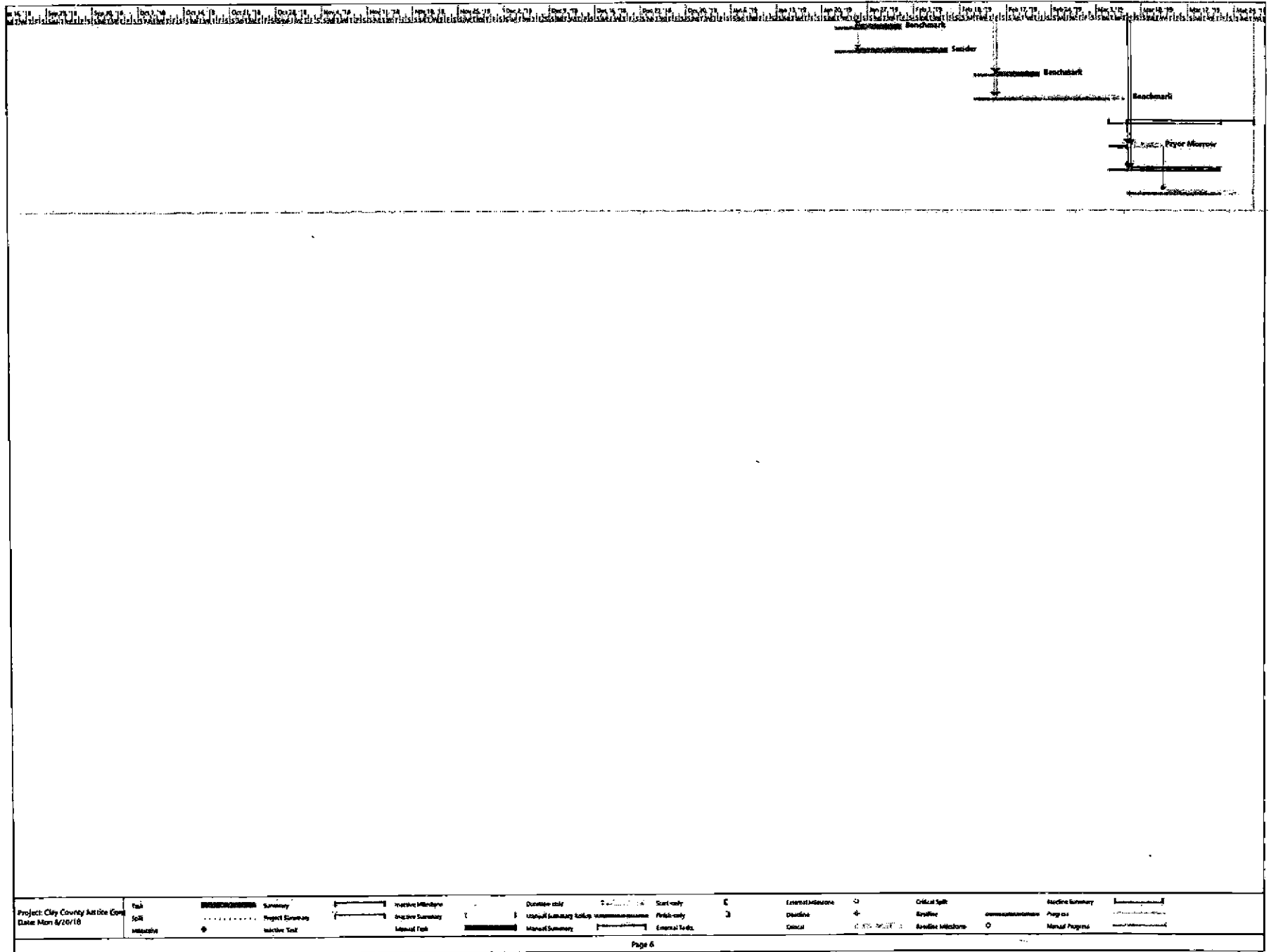


	Task Name	Duration	Start	Finish
73	Install Metal Detector	5 days	Fri 1/25/19	Thu 1/31/19
74	Set Pew and Sealing	10 days	Fri 1/25/19	Thu 2/7/19
75	Install Signs	5 days	Fri 1/25/19	Thu 2/8/19
76	Touch up and Final Coat Paint	15 days	Fri 2/15/19	Thu 3/7/19
77	Cleanup	15 days	Fri 3/8/19	Tue 3/26/19
78	Inspection	3 days	Fri 3/8/19	Tue 3/12/19
80	Closeout Documents	10 days	Fri 3/8/19	Thu 3/21/19
79	Punchlist	10 days	Wed 3/13/19	Tue 3/26/19

Project: Clay County Justice Court
Base: Mon 6/20/18

Task:	Summary	Built-in Milestone	Duration-only	Start-only	E	External Milestone	Critical Path	Baseline Summary	End-of-Milestone
Type:	-----	Project Summary	Milestone Summary	Task Summary	Task-only	Deadline	Sampling	Progress	End-of-Milestone
Milestone:	●	Active Task	Manual Task	Manual Summary	External task	Circle	Baseline milestone	Manual Progress	End-of-Milestone

Page 3



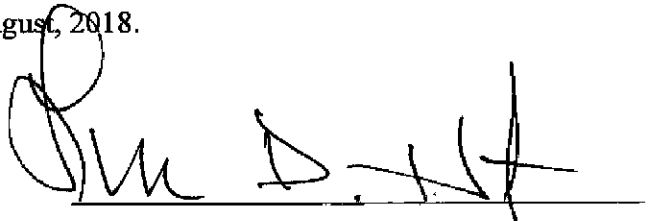
NO. _____

***IN THE MATTER OF CONSENTING TO THE PAYMENT OF PAY REQUEST NO. 10
FOR THE CLAY COUNTY COURT COMPLEX BUILDING***

There came on this day for consideration the matter of consenting to the payment of pay request No. 10 for the Clay County Court Complex Building.

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize and approve to the consenting of the payment of pay request No. 10 by the Golden Triangle Public Leasing Corporation in the amount of \$1,633.02 and further authorizes and approves the President to execute the said pay request as attached hereto as Exhibit A.

SO ORDERED this the 23rd 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

CONSTRUCTION DISBURSEMENT REQUEST

DISBURSEMENT REQUEST NO. ____

Regions Bank, Little Rock, Arkansas
as Trustee
Attention: Corporate Trust Department

Re: \$4,015,000 Certificates of Participation (Clay County, Mississippi Lease Purchase Project), Series 2018

Attention:

In accordance with the terms of the Trust Agreement dated as of May 1, 2018, by and between you and Clay County, Mississippi (the "County") (the "Trust Agreement"), you are hereby authorized and requested to make immediate disbursement of funds held by you for Acquisition Costs (as defined in the Trust Agreement).

The undersigned hereby certifies that:

(i) No part of the amount requested herein has been included in any other request previously filed with you;

(ii) There has not been filed with or served upon the Corporation or, if different, the undersigned, any notice of any lien or attachment upon or claim (except for any preliminary notice of lien as may be filed in accordance with law) affecting the right of the person, corporation or other entity stated below to receive payment of the amount stated below, which lien has not been released or will not be released simultaneously with the payment requested hereunder;

(iii) The amount remaining in the General Account within the Construction and Acquisition Fund held under the Trust Agreement will, after payment of the amount requested below, be sufficient to pay the cost of completing the construction of the Improvements (as hereinafter defined in accordance with construction contracts now in effect and the undersigned's estimates of costs of work, if any, not under contract, all in accordance with the plans and specifications for the improvements described in the Lease (the "Improvements") now in effect and on file with the Corporation;

(iv) The labor, services and/or materials covered hereby have been performed upon or furnished to the Improvements and the payment requested herein is due and payable under a purchase order, contract or other authorization;

(v) All construction to date has been performed in accordance with the plans and specifications for the Improvements on file with the Corporation, and there have been no changes in those plans and specifications except as have been expressly permitted by the Corporation;

(vi) There have been no changes in the scope or time of performance of the work of construction, nor any extra work, labor or materials ordered or contracted for, nor are any such changes contemplated, except as have been expressly permitted by the Corporation;

(vii) All amounts previously disbursed by you for labor, services and/or materials with respect to the Improvements, pursuant to previous disbursement requests, have been paid to the parties entitled thereto;

(viii) All conditions to the disbursement of the funds requested herein as set forth in the Trust Agreement and in the Lease have been fulfilled, and, to the best knowledge of the undersigned, no default under the Lease has occurred and is continuing; and

(ix) If applicable, an executed American Institute of Architect's Form G702 is attached hereto.

You are hereby requested to pay from the General Account within the Construction and Acquisition Fund established by the Trust Agreement, to the person, corporation or other entity designed below as Payee, the sum set forth below such designation, in payment of all () or a portion (X) (designated by the insertion of an "x" in the parentheses following the correct word or phrase) of the Acquisition Cost described below.

Payee: PryorMorrow

Address: 5227 South Frontage Road, Columbus, MS 39703

Amount: \$1633.02

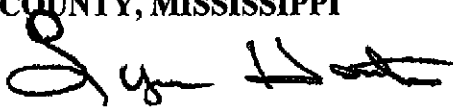
Description of Acquisition Cost or portion thereof accepted by the undersigned and authorized to be paid to the Payee:
See Attached.

Dated: August 22, 2018

**GOLDEN TRIANGLE PUBLIC BUILDINGS
LEASING CORPORATION**

BY: _____
Corporation Representative

CLAY COUNTY, MISSISSIPPI

BY: 
County Representative



PryorMorrow PC
P.O. Box 167
5227 South Frontage Road
Columbus, MS 39703

Golden Triangle Public Buildings Leasing Corporation
Attn: Spencer Brooks
106 Miley Drive
Starkville, MS 39759

Invoice number 00912
Date 08/22/2018

Project 2017135 Clay County Justice Complex

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Master Planning/Programming	0.00	0.00	0.00	0.00	0.00
Professional Services					
Construction Document	137,808.00	100.00	137,808.00	137,808.00	0.00
Construction Administration	34,452.00	26.00	8,957.52	7,324.50	1,633.02
Subtotal	172,260.00	85.20	146,765.52	145,132.50	1,633.02
Printing	1,800.00	0.00	0.00	0.00	0.00
Total	174,060.00	84.32	146,765.52	145,132.50	1,633.02

Invoice total 1,633.02

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
00912	08/22/2018	1,633.02	1,633.02				
	Total	1,633.02	1,633.02	0.00	0.00	0.00	0.00

Approved by:

Roger A. Pryor
President/Principal Architect

Golden Triangle Public Buildings Leasing Corporation

Invoice number 00912

Invoice date 08/22/2018

NO. _____

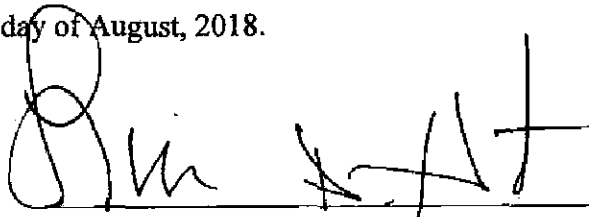
***IN THE MATTER OF PAYING THE CLAY COUNTY CONSTABLES
ACCORDING TO S.B. 2860 BASED UPON THEIR GROSS FEE INCOME***

There came on this day for consideration the matter of paying the Clay County, Mississippi constables according to S.B. 2860 based upon their gross fee income.

It appears to this Board that the attached Exhibit "A" reflects the gross fee income of Constables Sherman Ivy and Lewis Stafford for the month of August 2018 as submitted by the Justice Court Clerk. It further appears that the attached Exhibit "A" represents the calculations and estimated contributions due to the Public Employees' Retirement System for each constable and the net fee income to be paid to each constable.

After motion made by Shelton Deanes and second by Joe Chandler on this Board doth vote unanimously to have the Chancery Clerk transfer \$536.30 to the Payroll Clearing Account to be remitted to the Public Employees' Retirement System on behalf of the Clay County constables and to pay Sherman Ivy \$2,242.19 and Lewis Stafford \$ 1,541.51 as net fee income after the Public Employees' Retirement System deduction withheld for the month of August 2018.

SO ORDERED, on this the 23rd 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

**Calculation of Estimated Contributions/Wages For Constables
August 2018**

Calculation:

	Lewis Stafford	Sherman Ivy	
Gross Fee Income *	\$1,760.00	\$2,560.00	(Input)
Minimum Withholding Rate	11%	11%	
Estimated Contributions	<u>\$193.60</u>	<u>\$281.60</u>	
Estimated Contributions	\$193.60	\$281.60	
Divided by PERS EE/ER	21.93%	21.93%	
Estimated Wages To Be Reported To PERS	<u>\$882.81</u>	<u>\$1,284.09</u>	
Estimated Wages	\$882.81	\$1,284.09	
Multiplied by PERS EE Rate	9.00%	9.00%	
Estimated PERS EE Contributions	<u>\$79.45</u>	<u>\$115.57</u>	
Estimated Wages	\$882.81	\$1,284.09	
Multiplied by PERS ER Rate	15.75%	15.75%	
Estimated PERS ER Contributions	<u>\$139.04</u>	<u>\$202.24</u>	

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

Estimated Wages	\$882.81	\$1,284.09	
Estimated PERS EE Contributions	\$79.45	\$115.57	195.02
Estimated PERS ER Contributions	\$139.04	\$202.24	341.28
Total Estimated Contributions	<u>\$218.49</u>	<u>\$317.81</u>	

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

Gross Fee Income	\$1,760.00	\$2,560.00
Less: Total Estimated PERS EE/ER Contributions	<u>\$218.49</u>	<u>\$317.81</u>
Net Gross	\$1,541.51	\$2,242.19

Need an order to transfer to Payroll Clearing fund \$ 536.30 to remit with Retirement Contributions

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

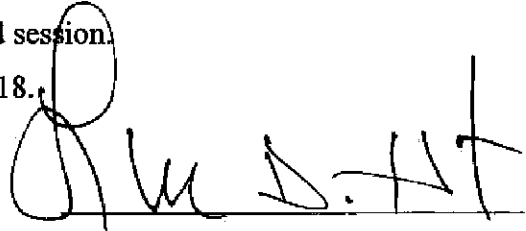
NO. _____

IN THE MATTER OF REQUESTING TO GO INTO CLOSED SESSION

There came on this day for consideration the matter of requesting to go into closed session.

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

SO ORDERED this the 23rd day of August, 2018.



Lynn D. Horton, President

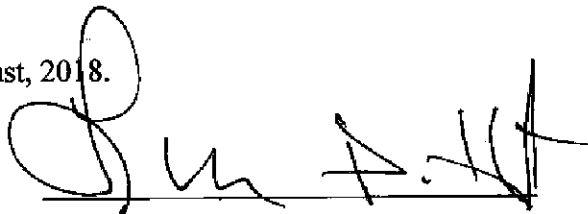
NO. _____

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 Joe Chandler this Board doth vote unanimously to authorize and approve to go from closed session to executive session as allowed under section 25-41-7 of *The Mississippi Code* regarding a personnel matter dealing with the Building Maintenance and Grounds Department.

SO ORDERED this the 23rd day of August, 2018.



Lynn D. Horton, President

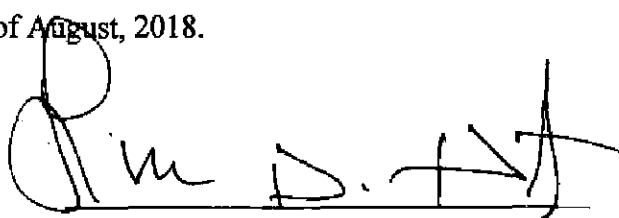
NO. _____

IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION

There came on this day for consideration this day the matter of coming out of executive session.

After motion by Luke Lummus and second by Joe Chandler this Board doth vote unanimously to come out of executive session.

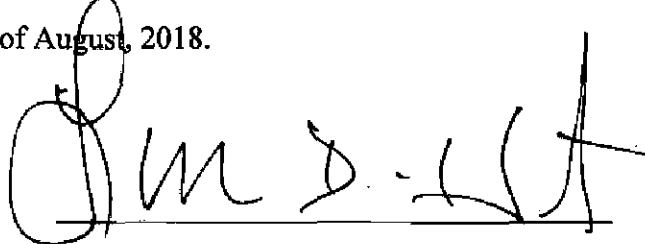
SO ORDERED this the 23rd day of August, 2018.

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 Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize and approve to recess until Monday, August 27, 2018, at 9:00 a.m. at the Clay County Courthouse.

SO ORDERED this the 23rd 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