

**Minutes of
Clay County Board of Supervisors
Meeting Held Thursday, February 24, 2023, at 9:00 a.m.**

BE IT REMEMBERED a regular meeting of the Clay County Board of Supervisors was held at the Clay County Courthouse, West Point, Mississippi, on Thursday, February 24, 2023.

PRESENT:

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

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

County Residents

The following proceedings were had:

CALL TO ORDER/INVOCATION

The meeting was called to order by Sheriff Scott. The welcome was given by Supervisor Horton with invocation provided by Supervisor Lummus.

ADOPTION OF AGENDA

Motion by Supervisor Deanes to adopt the agenda as prepared. The motion was seconded by Supervisor Lummus.

(See Exhibit "A" - Agenda).

AMENDMENT OF AGENDA

Motion by Supervisor Deanes to call for amendments to the agenda. The motion was seconded by Supervisor Lummus.

AMENDMENTS TO AGENDA ANNOUNCED

Supervisor Deanes and Sheriff Scott announced two matters to be added to the agenda as the meeting progressed.

VETERAN'S SERVICE OFFICER REPORT

Supervisor Deanes moved to accept Monthly Report of Ms. Annie Hines-Goode, Veteran's Service Officer. The motion was seconded by Supervisor Chandler.

(Exhibit "B").

VOLUNTEER FIRE DEPARTMENT REPORT

Supervisor Lummus moved BJ McClenton inquire about options to pay for notification system for Clay County Volunteer Fire Department and report back to the Board. The motion was seconded by Supervisor Deanes.

SHERIFF'S OFFICE PARKING LOT

Sheriff Scott informed the Board of the condition of his parking lot and the need for repair. After discussion the supervisors agreed to assist with making the repairs. No action was taken.

911 COORDINATOR REPORT

Supervisor Deanes moved Mr. Torrey Williams, in his capacity as 911 Coordinator, be authorized and approved to submit an application to MEMA for financial assistance to purchase three (3) generators to be used at the courthouse, county jail and 911 building. The motion was seconded by Supervisor Lummus.

CERTIFICATION OF TRAINING ISSUED BY EMA INSTITUTE

Supervisor Deanes moved Certificate of Completion of Training issued by the Emergency Management Institute be spread upon the minutes. Supervisor Davis seconded the motion.

(Exhibit "C").

AWARD LETTER FOR FIRE ASSISTANCE GRANT

Supervisor Deanes moved the award letter for the Fire Fighter Assistance Grant be spread upon the minutes. The motion was seconded by Supervisor Davis.

(Exhibit "D").

CREDIT CARD STATEMENT FOR THE MONTH OF JANUARY

Supervisor Deanes moved the credit card statement for the month of January 2023 be received and spread upon the minutes. The motion was seconded by Supervisor Lummus.

(Exhibit “E”).

PAYMENT OF INVOICE FROM GOLDEN TRIANGLE LINK

Supervisor Deanes moved the invoice of the Golden Triangle Link in the amount of \$3,077.50 be authorized and approved for payment. The motion was seconded by Supervisor Lummus.

(Exhibit “F”).

COPIER SERVICE AGREEMENT

Supervisor Deanes moved the maintenance and service agreement of JT Ray for the copier located in the Chancery Clerk’s Office be authorized and approved. The motion was seconded by Supervisor Davis.

(Exhibit “G”).

APPOINTMENT TO BOARD OF DIRECTORS FOR PRAIRIE OPPORTUNITY

Supervisor Lummus moved Ms. Willie Davis be appointed to serve on the Prairie Opportunity Board of Directors for a four (4) year term. The motion was seconded by Supervisor Deanes.

(Exhibit “H”).

CLOSED DETERMINATION

Supervisor Lummus moved the Board go into Closed Session to determine the need to go into Executive Session. The motion was seconded by Supervisor Davis.

EXECUTIVE SESSION

Following a brief discussion, Supervisor Deanes moved the Board go into Executive Session to discuss a matter of potential litigation as allowed by Section 25-41-7 of Mississippi Code of 1972, as amended. The motion was seconded by Supervisor Lummus.

OPEN MEETING

Supervisor Chandler moved the Board return to Open Meeting. Supervisor Davis seconded the motion.

CORRESPONDENCE RECEIVED

Supervisor Davis moved correspondence from Southern Spirit Transmission informing the Board it is no longer considering expanding its business in Clay County be spread upon the minutes. The motion was seconded by Supervisor Chandler.

(Exhibit "I").

AMENDMENT OF PERSONNEL POLICIES

Supervisor Lummus moved the Board amend its personnel policies as presented by Ms. Treva Hodge. The motion was seconded by Supervisor Davis.

(Exhibit "J").

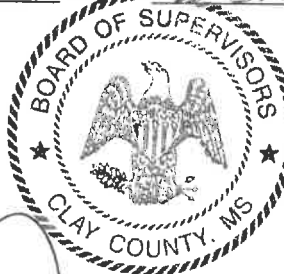
Supervisor Lummus moved the previous motion to amend the County's personnel policies be rescinded. The motion was seconded by Supervisor Deanes.

ADJOURN

Supervisor Deanes moved the Board adjourn until March 6, 2023, at 9:00 a.m. at the Clay County Courthouse. The motion was seconded by Supervisor Chandler.

All motions were carried unanimously unless otherwise indicated.

DATED this the 24th day of February, 2023.



LYNN D. HORTON, PRESIDENT
CLAY COUNTY BOARD OF
SUPERVISORS

ATTEST:

AMY G. BERRY, CHANCERY CLERK
CLERK OF THE CLAY COUNTY
BOARD OF SUPERVISORS

EXHIBIT A



***Clay County Board of Supervisors
Agenda for Regular Meeting
Thursday, February 24, 2023, at 9:00 a.m.***

- Call to Order
- Welcome & Prayer
- Adopt and Amend Agenda
- Annie Hines-Goode, *Veteran's Service Officer*
 - Monthly Service Report
- Torrey Williams, *911 Coordinator & EMA Director*
 - 911 Report on Lighting Damage Repair
- Amy Berry, *Chancery Clerk*
 - Authorize and approve credit card affidavit for the month of January 2023
 - Authorize and approve payment on invoice from the GTR LINK in the amount of \$3,077.50 for Special Services
 - Authorize and approve of the Maintenance and Service Agreement on the copier in the Chancery Clerk's office from JT Ray
 - Received notice from Prairie Opportunity of new board appointment needed by the end of February 2023. The appointee will serve a four (4) year term.
- Request to go into Executive Session to discuss a potential litigation and personnel matter as allowed under Section 25-41-7 of the Miss Code of 1972
- Recess until Monday March 6, 2023, at the Clay County Courthouse, at 9:00 a.m.

AMMENDEMENTS:

EXHIBIT B

VETERAN SERVICE OFFICER		JAN	FEB	MAR	APR	MAY	JUNE		
227 Court Street		15DEC-1FEB	2-23 FEB	24FEB-23MAR	24MAR- APR	APR- MAY	MAY- JUN		
P.O. Box 1203									
West Point, MS 39773									
662-494-1554 (OFC)									
662-494-1964 (FAX)									
VSO REPORT									
TOTAL FILES		336	344						
DSO /NON- COUNTY		3...4	4...4						
NEW VETERANS		15	5						
NH/A&A/DECEASED/BURIAL		34	8						
NEW CASES 526-EZ		12	5						
1010EZ VA MED CTR		8	1						
SF 180 / DD214 / NGB22		5	0						
MEDICAL EXPENSE RPT		1	1						
MAILED		19	17						
NOD/ VIRTUAL BVA		0	3						
F 2 F		85	45						
CALL IN		86	36						
MONTHLY TOTAL ASST		171	81						
TOTAL FILES		336	344						
DAYS OF WORK		20	9						
TRAINING				REMOTE 14-16	NG Q&A 13				
				CVSO 21-24					V

EXHIBIT C

Emergency Management Institute

Certificate of Completion

Lorrey Williams

The National Preparedness Directorate's Emergency Management Institute, on recommendation of the Faculty, and in recognition of successful completion of the requisite courses of study, confers this certificate of completion of the

National Emergency Management Basic Academy

Issued the 10th day of February 2023

15.3 CEU



Dr. Jeffrey Stern
Superintendent
Emergency Management Institute



FEMA



BASIC ACADEMY
EMERGENCY MANAGEMENT PROFESSIONAL PROGRAM

EXHIBIT D

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 01/23/2023



FEMA

Torrey Williams

NORTHEAST CLAY COUNTY AREA VOLUNTEER FIRE DEPARTMENT INC
595 NORTHWOOD FOREST RD
WEST POINT, MS 39773

EMW-2021-FG-12091

Dear Torrey Williams,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$253,333.33 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$12,666.67 for a total approved budget of \$266,000.00. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in cursive script, appearing to read "P. Williams".

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2021 Assistance to Firefighters Grant
Recipient: NORTHEAST CLAY COUNTY AREA VOLUNTEER FIRE DEPARTMENT INC
UEI-EFT: N4GTE6ZPJKN5
DUNS number: 021470486
Award number: EMW-2021-FG-12091

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$266,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$253,333.33
Non-federal	\$12,666.67
Total	\$266,000.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 AFG NOFO.

Approved request details:

Equipment

Portable Radios (must be P-25 Compliant, limited to number of AFG approved seated positions)

DESCRIPTION

Portable Radio P25 Compliant, NFPA Compliant, Battery, Charger, belt-clip, programming. Compliant with state radio system, as well as mutual aid in county as well as our neighboring county agencies.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	70	\$3,800.00	\$266,000.00	Equipment

Agreement Articles

Program: Fiscal Year 2021 Assistance to Firefighters Grant
Recipient: NORTHEAST CLAY COUNTY AREA VOLUNTEER FIRE DEPARTMENT INC
UEI-EFT: N4GTE6ZPJKN5
DUNS number: 021470486
Award number: EMW-2021-FG-12091

Table of contents

ArticleAssurances, Administrative Requirements, Cost Principles, Representations and
1 Certifications
ArticleGeneral Acknowledgements and Assurances
2
ArticleAcknowledgement of Federal Funding from DHS
3
ArticleActivities Conducted Abroad
4
ArticleAge Discrimination Act of 1975
5
ArticleAmericans with Disabilities Act of 1990
6
ArticleBest Practices for Collection and Use of Personally Identifiable Information
7
ArticleCivil Rights Act of 1964 – Title VI
8
ArticleCivil Rights Act of 1968
9
ArticleCopyright
10
ArticleDebarment and Suspension
11
ArticleDrug-Free Workplace Regulations
12
ArticleDuplication of Benefits
13
ArticleEducation Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
14
ArticleE.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice
15 Practices to Enhance Public Trust and Public Safety
ArticleEnergy Policy and Conservation Act
16
ArticleFalse Claims Act and Program Fraud Civil Remedies
17
ArticleFederal Debt Status
18
ArticleFederal Leadership on Reducing Text Messaging while Driving
19
ArticleFly America Act of 1974
20
ArticleHotel and Motel Fire Safety Act of 1990
21
ArticleJohn S. McCain National Defense Authorization Act of Fiscal Year 2019
22
ArticleLimited English Proficiency (Civil Rights Act of 1964, Title VI)
23
ArticleLobbying Prohibitions
24
ArticleNational Environmental Policy Act
25

Article	Nondiscrimination in Matters Pertaining to Faith-Based Organizations	26
Article	Non-Supplanting Requirement	27
Article	Notice of Funding Opportunity Requirements	28
Article	Patents and Intellectual Property Rights	29
Article	Procurement of Recovered Materials	30
Article	Rehabilitation Act of 1973	31
Article	Reporting of Matters Related to Recipient Integrity and Performance	32
Article	Reporting Subawards and Executive Compensation	33
Article	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials	34
Article	SAFECOM	35
Article	Terrorist Financing	36
Article	Trafficking Victims Protection Act of 2000 (TVPA)	37
Article	Universal Identifier and System of Award Management	38
Article	USA PATRIOT Act of 2001	39
Article	Use of DHS Seal, Logo and Flags	40
Article	Whistleblower Protection Act	41
Article	Environmental Planning and Historic Preservation (EHP) Review	42
Article	Applicability of DHS Standard Terms and Conditions to Tribes	43
Article	Acceptance of Post Award Changes	44
Article	Disposition of Equipment Acquired Under the Federal Award	45
Article	Prior Approval for Modification of Approved Budget	46
Article	Indirect Cost Rate	47
Article	Award Performance Goals	48

Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

- Article 5 Age Discrimination Act of 1975**
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- Article 6 Americans with Disabilities Act of 1990**
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- Article 7 Best Practices for Collection and Use of Personally Identifiable Information**
Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- Article 8 Civil Rights Act of 1964 – Title VI**
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- Article 9 Civil Rights Act of 1968**
Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

- Article 10 Copyright**
Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
- Article 11 Debarment and Suspension**
Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
- Article 12 Drug-Free Workplace Regulations**
Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
- Article 13 Duplication of Benefits**
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.
- Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

- Article 15** **E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**
Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
- Article 16** **Energy Policy and Conservation Act**
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- Article 17** **False Claims Act and Program Fraud Civil Remedies**
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- Article 18** **Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- Article 19** **Federal Leadership on Reducing Text Messaging while Driving**
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
- Article 20** **Fly America Act of 1974**
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

- Article 21 Hotel and Motel Fire Safety Act of 1990**
Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a
- Article 22 John S. McCain National Defense Authorization Act of Fiscal Year 2019**
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons
- Article 23 Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- Article 24 Lobbying Prohibitions**
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- Article 25 National Environmental Policy Act**
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

- Article 26 Nondiscrimination in Matters Pertaining to Faith-Based Organizations**
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- Article 27 Non-Supplanting Requirement**
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- Article 28 Notice of Funding Opportunity Requirements**
All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
- Article 29 Patents and Intellectual Property Rights**
Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
- Article 30 Procurement of Recovered Materials**
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- Article 31 Rehabilitation Act of 1973**
Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32 Reporting of Matters Related to Recipient Integrity and Performance
General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 33 Reporting Subawards and Executive Compensation
Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. **Waivers** When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the

application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

- Article 35 SAFECOM**
Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- Article 36 Terrorist Financing**
Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
- Article 37 Trafficking Victims Protection Act of 2000 (TVPA)**
Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
- Article 38 Universal Identifier and System of Award Management**
Requirements for System for Award Management and Unique Entity Identifier
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

- Article 39 USA PATRIOT Act of 2001**
Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
- Article 40 Use of DHS Seal, Logo and Flags**
Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- Article 41 Whistleblower Protection Act**
Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
- Article 42 Environmental Planning and Historic Preservation (EHP) Review**
DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article 45**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

- Article 46 Prior Approval for Modification of Approved Budget**
Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
- Article 47 Indirect Cost Rate**
2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.
- Article 48 Award Performance Goals**
FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2021-FG-12091	2. Amendment No. N/A	3. Recipient No. 570907035	4. Type of Action AWARD	5. Control No. WX00794N2023T		
6. Recipient Name and Address NORTHEAST CLAY COUNTY AREA VOLUNTEER FIRE DEPARTMENT INC 3273 E HAZELWOOD RD WEST POINT, MS 39773		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Torrey Williams		9a. Phone No. 662-4942088	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program	10a. Phone No. 1-866-274-0960		
11. Effective Date of This Action 01/23/2023	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 01/30/2023 to 01/29/2025 Budget Period 01/30/2023 to 01/29/2025		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2023-FD-GB01 - P410-xxxx-4101-D	\$0.00	\$253,333.33	\$253,333.33	\$12,666.67
Totals			\$0.00	\$253,333.33	\$253,333.33	\$12,666.67
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

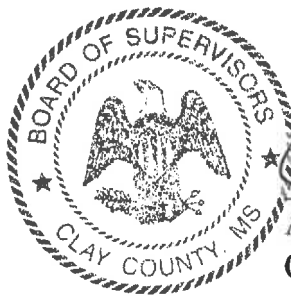
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
Torrey Williams	02/14/2023
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	01/23/2023

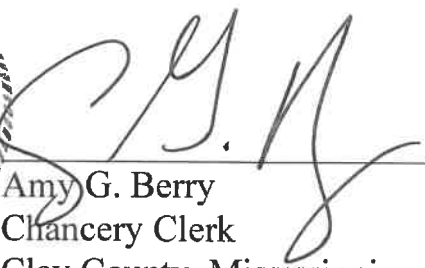
EXHIBIT E

**CLAY COUNTY CHANCERY CLERK, AMY G. BERRY
AFFIDAVIT OF CREDIT CARD STATEMENT**

I, AMY G. BERRY, Chancery Clerk of Clay County, hereby certify that attached hereto as Exhibit A is a correct copy of the Clay County credit card bill for the month January 2023 in which I am submitting to the Board for further review and approval to be spread upon their minutes.

Witness this signature on the 23rd day of February, 2023.





Amy G. Berry
Chancery Clerk
Clay County, Mississippi

CARDMEMBER SERVICE
P. O. BOX 790408
ST. LOUIS

MO 63179-0408

CLAIM #	INVOICE#	DATE	FND-DPT-OBJ	DESCRIPTION	AMOUNT
2538	01/2023	12/31/2022	001-180-533	OTHER EQUIPMENT RENT	587.87
2539	01/2023A	12/31/2022	001-200-476	MEALS & LODGING	163.12
2540	01/2023B	12/31/2022	001-200-585	SEMINAR/REGISTRATION	670.80
2541	01/2023C	12/31/2022	001-200-480	OTHER TRAVEL COSTS	1336.40
2542	01/2023D	12/31/2022	154-304-480	OTHER TRAVEL COSTS	498.20
					3256.39

WEST POINT, MISSISSIPPI

CK#

20

22

DATE

11/2

CLAY COUNTY

General

FUND

1284

DEPARTMENT

Cardmember Service

VENDOR #

VENDOR NAME

PURCHASE ORDER #

INVOICE #

01/2023

INVOICE DATE

12/31/22

EXPENSE #

DESCRIPTION

587.87

AMOUNT

001-180-533

Rental - Other Equipment

INVOICE #

01/2023

INVOICE DATE

12/31/22

EXPENSE #

DESCRIPTION

163.62

AMOUNT

001-200-476

Meals / Lodging

E. Scott

INVOICE #

01/2023

INVOICE DATE

12/31/22

EXPENSE #

DESCRIPTION

620.80

AMOUNT

001-200-585

Seminar / Reg Fee

E. Scott

INVOICE #

01/2023

INVOICE DATE

12/31/22

EXPENSE #

DESCRIPTION

1336.40

AMOUNT

001-200-480

Other travel costs

E. Scott / P. Stange

INVOICE #

01/2023

INVOICE DATE

12/31/22

EXPENSE #

DESCRIPTION

498.20

AMOUNT

154-304-480

Other travel costs

Stanner

3256.39



December 2022 Statement
Open Date: 11/22/2022 Closing Date: 12/21/2022

Page 1 of 3
Account: 4798 5100 4674 2009

Visa® Platinum Business Rewards Card
CLAY COUNTY MS (CPN 001051747)

Cardmember Service 1-866-552-8855
BUS 30 ELN 8 13

New Balance	\$3,256.39
Minimum Payment Due	\$33.00
Payment Due Date	01/17/2023

Reward Points	
Earned This Statement	3,256
Reward Center Balance	94,037
as of 12/20/2022	
For details, see your rewards summary.	

Activity Summary		
Previous Balance	+	\$1,067.13
Payments	-	\$1,067.13CR
Other Credits		\$0.00
Purchases	+	\$3,256.39
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$3,256.39
Past Due		\$0.00
Minimum Payment Due		\$33.00
Credit Line		\$43,000.00
Available Credit		\$39,743.61
Days in Billing Period		30

Payment Options:



Mail payment coupon
with a check



Pay online at
myaccountaccess.com



Pay by phone
1-866-552-8855

Please detach and send coupon with check payable to: Cardmember Service CPN 001051747

363

Visa Business Rewards

Rewards Center Activity as of 12/20/2022

Rewards Center Activity*	0
Rewards Center Balance	94,037

*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	3,256	47,885
Gas, Restaurants & Telecom Double Points	0	300
Total Earned	3,256	48,185

Points Expiring on 12/31/2022: 4293

For rewards program inquiries and redemptions, call 1-888-229-8864 from 8:00 am to 10:00 pm (CST) Monday through Friday, 8:00 am to 5:30 pm (CST) Saturday and Sunday. Automated account information is available 24 hours a day, 7 days a week.

Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

Transactions BERRY, AMY G Credit Limit \$43000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
12/02	11/23	4220	CHECKERD FLAG SALES WEST POINT MS	\$587.87	<i>clerk</i>
12/07	12/06	4688	GNBX - HOTEL 2284355400 MS <i>E. Scott</i>	\$157.75	<i>S/O</i>
12/09	12/08	2492	NATIONAL SHERIFFS ASSO WWW.SHERIFFS.VA <i>E. Scott</i>	\$670.80	<i>S/O</i>
12/12	12/09	4395	GNBX - HOTEL 2284355400 MS <i>E. Scott</i>	\$5.37	<i>S/O</i>
12/19	12/16	0507	DELTA AIR0082353581454 DELTA.COM CA SCOTT/HARVEY E 01/27/23 COLUMBUS TO ATLANTA ATLANTA TO ORLANDO FLA ORLANDO FLA TO ATLANTA ATLANTA TO COLUMBUS	\$668.20	<i>S/O</i>
12/19	12/16	0768	DELTA AIR0082353373395 DELTA.COM CA STANGE/PATRICI 01/27/23 COLUMBUS TO ATLANTA ATLANTA TO ORLANDO FLA ORLANDO FLA TO ATLANTA ATLANTA TO COLUMBUS	\$668.20	<i>S/O</i>
12/19	12/16	3710	DELTA AIR0082353611253 DELTA.COM CA DEANES/SHELTON 01/27/23	\$498.20	<i>Bd - 04 Pd.</i>

Continued on Next Page

U-HAUL® Receipt



In-Town Return (In)

Contract No: 28291787
Wednesday, November 30, 2022 2:10 PM

CHECKERD FLAG
40128
Cust Ph - Email:
(662) 494-3313
ncude@claycounty.ms.gov

8555 HWY 45 N
WEST POINT, MS 39773

(662) 494-6696

Customer Name:
CLAY COUNTY ELEC DRIVER JOE CUNNINGHA
326 Court Street
WEST POINT, MS 39773

Authorized Driver(s): CLAY COUNTY ELEC DRIVER
JOE CUNNINGHA

Rental Date/Time: 11/23/2022 1:04 PM
Return Date/Time: 11/30/2022 2:03 PM
Chargeable Rental Periods: 7

Equipment	MI Out	MI In	MI Rate	MI Charge	Coverage	Missing/Damage Charge	Rental Rate	Rental Charge	Actual Charges
JH - 26' Moving Van [JH6825] A173570-AZ	42407.0	42697.0	\$0.89 x 290.00	\$258.10	Safe Move: \$98.00	\$0.00	\$209.65	\$209.65	\$565.75



Card Type: Visa Account: 0000-0000-0000-8758 Type: PAYMENT Ref No.: 313230 Approved: 313230
Entry Method: Manual Application Label: Visa Merchant ID: 4445012867986

Environmental Fee: \$5.00
Subtotal: \$570.75
Rental Tax: \$17.12
Total Rental Charges: \$587.87
Credit Card Payment: \$587.87
Net Paid Today: \$587.87

- I confirm that during the term of my rental there was not an accident involving the rented U-Haul equipment and no incidence where this equipment struck or otherwise caused damage to any person or property either while on a public road or private property. There was no injury or damage sustained by me or any other drivers or passengers of this equipment.
- Privacy Disclosure: Your U-Haul Equipment may be equipped with a Location Tracking Device (Apple AirTag). Your location may be accessed for the reasons set forth in the U-Haul Privacy Policy available at <https://www.uhaul.com/Legal/PrivacyNotice/>

40128

X
CLAY COUNTY ELEC DRIVER JOE CUNNINGHA

U-Haul Signature - (40128)

MobileContractClose

365



LaFrance

Member of the 24K Club? Login My bookings

HOTEL DETAILS PHOTOS

THANK YOU FOR YOUR RESERVATION

Summary	Dates	Adults	Children	Confirmation code
	MON, DEC 05 — THU, DEC 08, 2022	2	0	GNB182642592
Guest details	Harvey Scott pattystange204@comcast.net	Additional guests		
Room	Luxury Queen	Offer	MS Sheriff's Association - 2022 Winter Meeting	

Cancel reservation

Change reservation

Book another room

BILLING INFORMATION

Name	Amy G. Berry	Card on file	Ending in 8758
Address	po box 815 West Point, Mississippi United States	Room charges	USD 179.97
		Resort Fee Details	USD 44.97
		VAT	USD 0.00
		Occupancy Tax	USD 21.60
		Grand total	USD 246.54

* — Please note that you will be billed in the hotel's local currency, subject to the current conversion rates of your card provider.

GOLDEN NUGGET BILOXI

151 Beach Blvd.

Biloxi, Mississippi 39530
United States

1-844-4684438

<http://www.goldennugget.com/biloxi>

GNBXRoomReservations@gnbxm.com

Check in time: 4:00 PM

Check out time: 11:00 AM

TERMS & CONDITIONS

RESORT FEE All reservations will incur a daily \$14.99 Resort Fee plus applicable taxes added to the room rate at check-in. Daily Resort Fee includes daily in-room Internet, pool admission for registered guests (special events may require a purchased ticket), local calls, valet/bell service and fitness center. DEPOSIT/GUARANTEE All standard reservations require a credit card deposit of one night room and tax at the time of booking. Special offers will be charged a deposit according to the terms and conditions listed on the offer and may include partial or full pre-payment that may be charged after booking. The same credit card must be presented upon arrival. All room rates are subject to a 12% Room Tax, subject to change. CANCEL/NO SHOW Standard reservations must be cancelled at least 72 hours prior to arrival to avoid penalties. Reservations that are cancelled within 72 hours of arrival will forfeit the one night room and tax deposit that was collected by the Golden Nugget.

3666

Non-refundable special offers may not be cancelled or transferred and are subject to full forfeiture of the deposit collected. If a guest does not arrive on the scheduled arrival date, they will forfeit the one night room and tax deposit that was collected by hotel. CHECK IN/OUT Check In - 4 PM Check Out - 11 AM EARLY CHECK-IN All guests arriving prior to 4pm will be charged a \$15 early check-in fee. DEBIT/CHECKCARD The Golden Nugget requires that a major credit card be presented upon arrival. Please be advised that presentation of a debit card for payment will result in an immediate withhold of room, tax and a deposit for incidentals per night for the entire stay. Debit Cards may have a pending authorization hold for up to 30 days. Upon check-in, a \$100 refundable incidental deposit, plus the balance of the remaining room nights, and a resort fee of \$14.99 per night will be processed on your card. OCCUPANCY. Maximum occupancy is four persons. All reservations requests must have the first and last name of all adults occupying the room. YOU MUST BE 21 YEARS OF AGE OR OLDER TO RENT A ROOM. Valid Photo Identification required upon check-in. ROOM REQUESTS We will note your preferences for room type and/or location, however due to arrival and departure patterns, we are unable to guarantee any room requests. PETS Pets are not allowed at Golden Nugget Biloxi. Guests who bring a pet into the hotel will be charged a \$200 cleaning fee. Per the Americans with Disabilities Act, a pet which accompanies an adult to provide comfort or emotional support but is not trained to perform a specific action does not qualify as a Service Animal. Service Animals are welcome but may not be left unattended. Guests who are accompanied by a Service Animal need to make the front desk aware upon arrival to avoid any fees assessed. With groups of 10 rooms or more, please call 1-800-777-7568 (SLOT) and ask for the Sales Department.

Deposit Policy

- A deposit of \$82.18 is due at the time of booking.
- Cancellations or changes made after 12/02/22, 4 PM will be subject to a charge of \$82.18.

Golden Nugget Biloxi | 151 Beach Blvd | Biloxi | Mississippi | 39530 | 1-800-777-7568
Sojern Pixel Implementation Guide - RezTrip 4 Conversion Pixel



THANK YOU FOR YOUR RESERVATION

Summary	Dates	Adults	Children	Confirmation code
	MON, DEC 05 — THU, DEC 08, 2022	2	0	GNB182642592
Guest details	Harvey Scott pntivnange2t34gymcaulnrt	Additional guests		
Room	Luxury Queen	Offer	MS Sheriff's Association - 2022 Winter Meeting	
Cancel reservation		Change reservation	Book another room	

BILLING INFORMATION

Name	Amy G. Perry	Card on file	Ending in 8758
Address	1300 515 West Pearl Mississippi United States	Room charges	USD 179.97
		Resort Fee (taxable)	USD 44.97
		VAT	USD 0.00
		Occupancy Tax	USD 21.60
		Grand total	USD 246.54

* — Please note that you will be billed in the hotel's local currency, subject to the current conversion rates of your card provider.

GOLDEN NUGGET BILOXI

151 Beach Blvd.

Biloxi, Mississippi 39530
United States

1-844-468-1338

<http://www.goldennugget.com/biloxi>

GNBXRoomReservations@goldennugget.com

Check in time: 4:00 PM

Check out time: 11:00 AM

TERMS & CONDITIONS

RESORT FEE All reservations will incur a daily \$14.99 Resort Fee plus applicable taxes added to the room rate at check-in. Daily Resort Fee includes daily in-room Internet, pool admission for registered guests (special events may require a purchased ticket), local calls, valet/bell service and fitness center. **DEPOSIT/GUARANTEE** All standard reservations require a credit card deposit of one night room and tax at the time of booking. Special offers will be charged a deposit according to the terms and conditions listed on the offer and may include partial or full pre-payment that may be charged after booking. The same credit card must be presented upon arrival. All room rates are subject to a 12% Room Tax, subject to change. **CANCEL/NO SHOW** Standard reservations must be cancelled at least 72 hours prior to arrival to avoid penalties. Reservations that are cancelled within 72 hours of arrival will forfeit the one night room and tax deposit that was collected by the Golden Nugget.

368

11/10/22, 11:11 AM

Reservation confirmation on Golden Nugget Biloxi currency is USD

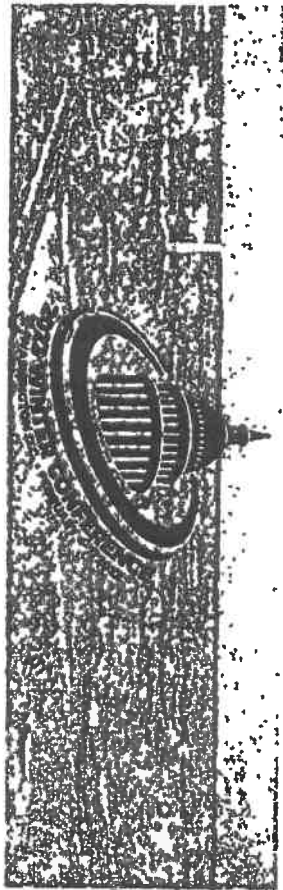
Non-refundable special offers may not be cancelled or transferred and are subject to full forfeiture of the deposit collected. If a guest does not arrive on the scheduled arrival date, they will forfeit the one night room and tax deposit that was collected by hotel. CHECK IN/OUT Check In - 4 PM Check Out - 11 AM EARLY CHECK-IN All guests arriving prior to 4pm will be charged a \$15 early check-in fee. DEBIT/CHECKCARD The Golden Nugget requires that a major credit card be presented upon arrival. Please be advised that presentation of a debit card for payment will result in an immediate withhold of room, tax and a deposit for incidentals per night for the entire stay. Debit Cards may have a pending authorization hold for up to 30 days. Upon check-in, a \$100 refundable incidental deposit, plus the balance of the remaining room nights, and a resort fee of \$14.99 per night will be processed on your card. OCCUPANCY. Maximum occupancy is four persons. All reservations requests must have the first and last name of all adults occupying the room. YOU MUST BE 21 YEARS OF AGE OR OLDER TO RENT A ROOM. Valid Photo Identification required upon check-in. ROOM REQUESTS We will note your preferences for room type and/or location, however due to arrival and departure patterns, we are unable to guarantee any room requests. PETS Pets are not allowed at Golden Nugget Biloxi. Guests who bring a pet into the hotel will be charged a \$200 cleaning fee. Per the Americans with Disabilities Act, a pet which accompanies an adult to provide comfort or emotional support but is not trained to perform a specific action does not qualify as a Service Animal. Service Animals are welcome but may not be left unattended. Guests who are accompanied by a Service Animal need to make the front desk aware upon arrival to avoid any fees assessed. With groups of 10 rooms or more, please call 1-800-777-7568 (SLOT) and ask for the Sales Department.

Deposit Policy

- A deposit of \$82.18 is due at the time of booking.
- Cancellations or changes made after 12/02/22, 4 PM will be subject to a charge of \$82.18.

Golden Nugget Biloxi | 151 Beach Blvd | Biloxi | Mississippi | 39530 | 1-800-777-7568
Sajem Pixel Implementation Guide - RazTrip 4 Conversion Pixel

2023 NSA Winter Conference



2023 NSA Winter
Conference

February 4-7, 2023 | Washington, D.C.

THANK YOU!

Your registration confirmation/receipt have been sent!
If you do not receive it, please remember to check your spam folder.
If you still can't find it, please email Tech Support at help@voicehive.com.

Registration

Confirmation Number: WTLHJVGWRW

Type: Member

First: Harvey

Last: Scott

Title: Sheriff

Agency: Clay County

Address: 348 W Broad St PO Box 142

City: West Point

State: MS

Zip: 39773-0142

RESEND CONFIRMATION/RECEIPT
TO: PATTYSTANGE204@COMCAST.NET

2023 NSA Winter Conference

Cell: 6622955441

Payment

Amount Owed: \$670.80

Amount Paid: \$670.80

Payment Method: Credit Card

Charge Reference Number:

ch_3MCnNSEljkvudWp1zMcH76D

Customer ID: cus_Mw9k9RWU99szlV

Date/Time: 2022-12-08 - 16:54:56

Hotel Reservations

ROOM RESERVATIONS

Cancellations

If you are unable to attend, registration cancellations will be handled according to the cancellation process stated in the insurance policy.

Step 1: Notify us of intent to cancel

(Email:)

Step 2: Request refund using these instructions.

OK

2023 NSA Winter Conference

Need assistance?

Registration Questions: Erin Lyons - elyons@sheriffs.org
Membership: Zachary George - zgeorge@sheriffs.org

Logged in as:
PATTYSTANGE204@COMCAST.NET

[CHANGE PASSWORD](#)

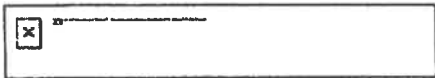
LOG OUT



From: PATTY STANGE <pattystange204@comcast.net>
Sent: Wednesday, January 4, 2023 10:50 AM
To: lboyd@claycounty.ms.gov
Subject: Fwd: Your Flight Receipt - SHELTON DEANES 27JAN23

----- Original Message -----
From: Delta Air Lines <DeltaAirLines@t.delta.com>
To: pattystange204@comcast.net
Date: 12/16/2022 1:58 PM
Subject: Your Flight Receipt - SHELTON DEANES 27JAN23

[View as a Web Page](#)



[Join SkyMiles](#)

CONFIRMATION #: HJ4IJW

You're all set. If your plans change, be sure to make changes or cancel via **MyTrips** on **delta.com** before your flight departs.

Have a great trip, and thank you for choosing Delta.

Passenger Info

Name: SHELTON DEANES

FLIGHT	SEAT
--------	------

DELTA 5371	07C
DELTA 1658	32C
DELTA 1150	30C
DELTA 5080	07C

Visit delta.com or download the Fly Delta app to view, select or change your seat. If you purchased a Delta Comfort+™ seat or a Trip Extra, please visit My Trips to access a receipt of your purchase.

Fri, 27JAN	DEPART	ARRIVE
DELTA 5371* Main Cabin (U)	COLUMBUS, MS 6:00am	ATLANTA 8:20am
DELTA 1658 Main Cabin (U)	ATLANTA 9:40am	ORLANDO INTL, FL 11:17am

Tue, 31JAN	DEPART	ARRIVE
DELTA 1150 Main Cabin (X)	ORLANDO INTL, FL 6:20pm	ATLANTA 8:03pm
DELTA 5080* Main Cabin (X)	ATLANTA 8:58pm	COLUMBUS, MS 9:09pm

*Flight 5371 Operated by ENDEAVOR AIR DBA DELTA CONNECTION

*Flight 5080 Operated by ENDEAVOR AIR DBA DELTA CONNECTION

MANAGE MY TRIP



Check for Your Destination’s Entry Requirements

Many countries have issued travel requirements that may affect your travel plans. We strongly encourage you to review the **Delta Discover Map** for the latest on your destination's COVID-19 testing, vaccination and quarantine requirements. If this changes your plans, you may check your eligibility to **change or cancel your flight here**.

**Updated Nov 7, 2022*

Flight Receipt

Ticket #: 0062353611253
Place of Issue:
Issue Date: 16DEC22
Expiration Date: 31DEC23

METHOD OF PAYMENT	
VI*****8758	\$498.20 USD

CHARGES	
Air Transportation Charges	
Base Fare	\$427.91 USD
Taxes, Fees and Charges	
United States - September 11th Security Fee(Passenger Civil Aviation Security Service Fee) (AY)	\$11.20 USD
United States - Transportation Tax (US)	\$32.09 USD
United States - Passenger Facility Charge (XF)	\$18.00 USD

United States - Flight Segment Tax (ZP)	\$9.00 USD
TICKET AMOUNT	\$498.20 USD

Checked Bag Allowance

The fees below are based on your original ticket purchase. **If you qualify for free or discounted checked baggage**, this will be taken into account when you check in. Visit delta.com for details on baggage embargoes that may apply to your itinerary.

Fri 27 Jan 2023		GTR-MCO
CARRY ON	FIRST	SECOND
FREE	\$30.00 ^{USD} (50LBS/23KG) OR 3,000 miles	\$40.00 ^{USD} (50LBS/23KG) OR 4,000 miles

Visit delta.com for details on baggage embargoes that may apply to your itinerary.

Tue 31 Jan 2023		MCO-GTR
CARRY ON	FIRST	SECOND
FREE	\$30.00 ^{USD} (50LBS/23KG) OR 3,000 miles	\$40.00 ^{USD} (50LBS/23KG) OR 4,000 miles

Visit delta.com for details on baggage embargoes that may apply to your itinerary.

Your Pre-Trip Checklist for Easier Travel



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Start earning miles that don't expire. Join today for free ›



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SkyMiles Members can earn miles when travel accommodations are booked through our hotel and car rental partners ›



Visit Our Help Center

Get all your travel questions answered with information on self-service tools, baggage, SkyMiles, and more ›

Request Special Services

We are here to help. If you need to request special services for your trip, [click here](#).

Transportation of Hazardous Materials

Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in civil penalties. Examples include: Paints, aerosols, lighter fluid, fireworks, torch lighters, tear gases and compressed gas cartridges.

There are special exceptions for small quantities (up to 70 ounces total). For further information visit [delta.com Restricted Items Section](#).



[Help Center](#)

[Flight Deals](#)

[Earn Miles](#)

[Give Back](#)

lboyd@claycounty.ms.gov

From: PATTY STANGE <pattystange204@comcast.net>
Sent: Wednesday, January 4, 2023 10:51 AM
To: lboyd@claycounty.ms.gov
Subject: Fwd: Your Flight Receipt - PATRICIA LANGFOR STANGE 27JAN23

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

From: Delta Air Lines <DeltaAirLines@t.delta.com>
To: pattystange204@comcast.net
Date: 12/16/2022 11:06 AM
Subject: Your Flight Receipt - PATRICIA LANGFOR STANGE 27JAN23

[View as a Web Page](#)



#9466909471

SkyMiles® Member

CONFIRMATION #: HBOIBB



You're all set. If your plans change, be sure to make changes or cancel via **MyTrips** on **delta.com** before your flight departs.

Have a great trip, and thank you for choosing Delta.

Passenger Info

Name: PATRICIA LANGFOR STANGE
SkyMiles #9466909471

FLIGHT	SEAT
--------	------

DELTA 5371	05A
DELTA 1658	16F
DELTA 1150	Select Seat
DELTA 5080	Select Seat

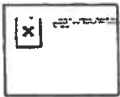
Visit delta.com or download the Fly Delta app to view, select or change your seat. If you purchased a Delta Comfort+™ seat or a Trip Extra, please visit My Trips to access a receipt of your purchase.

Fri, 27JAN	DEPART	ARRIVE
DELTA 5371* Main Cabin (U)	COLUMBUS, MS 6:00am	ATLANTA 8:20am
DELTA 1658 Delta Comfort+® (W)	ATLANTA 9:40am	ORLANDO INTL, FL 11:17am

Tue, 31JAN	DEPART	ARRIVE
DELTA 1150 Delta Comfort+® (W)	ORLANDO INTL, FL 6:20pm	ATLANTA 8:03pm
DELTA 5080* Main Cabin (X)	ATLANTA 8:58pm	COLUMBUS, MS 9:09pm

*Flight 5371 Operated by ENDEAVOR AIR DBA DELTA CONNECTION

*Flight 5080 Operated by ENDEAVOR AIR DBA DELTA CONNECTION



Check for Your Destination's Entry Requirements

Many countries have issued travel requirements that may affect your travel plans. We strongly encourage you to review the **Delta Discover Map** for the latest on your destination's COVID-19 testing, vaccination and quarantine requirements. If this changes your plans, you may check your eligibility to **change or cancel your flight here**.

**Updated Nov 7, 2022*

Flight Receipt

Ticket #: 0062353373395

Place of Issue:

Issue Date: 16DEC22

Expiration Date: 31DEC23

METHOD OF PAYMENT	
VI*****8758	\$668.20 USD

CHARGES	
Air Transportation Charges	
Base Fare	\$586.04 USD
Taxes, Fees and Charges	
United States - September 11th Security Fee(Passenger Civil Aviation Security Service Fee) (AY)	\$11.20 USD
United States - Transportation Tax (US)	\$43.96 USD
United States - Passenger Facility Charge (XF)	\$18.00 USD

United States - Flight Segment Tax (ZP)	\$9.00 USD
TICKET AMOUNT	\$668.20 USD

Checked Bag Allowance

The fees below are based on your original ticket purchase. If you qualify for free or discounted checked baggage, this will be taken into account when you check in. Visit delta.com for details on baggage embargoes that may apply to your itinerary.

Fri 27 Jan 2023		GTR-MCO
CARRY ON	FIRST	SECOND
FREE	\$30.00 ^{USD} (50LBS/23KG) OR 3,000 miles	\$40.00 ^{USD} (50LBS/23KG) OR 4,000 miles

Visit delta.com for details on baggage embargoes that may apply to your itinerary.

Tue 31 Jan 2023		MCO-GTR
CARRY ON	FIRST	SECOND
FREE	\$30.00 ^{USD} (50LBS/23KG) OR 3,000 miles	\$40.00 ^{USD} (50LBS/23KG) OR 4,000 miles

Visit delta.com for details on baggage embargoes that may apply to your itinerary.

Your Pre-Trip Checklist for Easier Travel

Date of Purchase: Dec 16, 2022

Flight Receipt for Columbus, MS to Orlando, FL

PASSENGER INFORMATION

HARVEY EDDIE SCOTT
SkyMiles Number: 9159319830

Confirmation Number: HBHXI
Ticket Number: 00623535814!

FLIGHT INFORMATION

Date and Flight	Status	Class	Seat/Cab
GTR>ATL Fri 27Jan2023 9E 5371	OPEN	U	
ATL>MCO Fri 27Jan2023 DL 1658	OPEN	W	
MCO>ATL Tue 31Jan2023 DL 1150	OPEN	W	
ATL>GTR Tue 31Jan2023 9E 5080	OPEN	X	

DETAILED CHARGES

Air Transportation Charges

Base Fare: \$586.04 USD

Taxes, Fees & Charges:

United States - September 11th Security Fee(Passenger Civil Aviation Security Service Fee) (AY)	\$11.20 USD
United States - Transportation Tax (US)	\$43.96 USD
United States - Passenger Facility Charge (XF)	\$18.00 USD
United States - Flight Segment Tax (ZP)	\$9.00 USD

Total Price: \$668.20 USD

Paid with Visa *****8758

KEY OF TERMS

- Arrival date different than departure date
** - Check-in required
***- Multiple meals

F - Food available for purchase
L - Lunch
LV - Departs

*S\$ - Multiple seats
AR - Arrives
B - Breakfast
C - Bagels / Beverages
D - Dinner

M - Movie
R - Refreshments, complimentary
S - Snack
T - Cold meal
V - Snacks for sale

Check your flight information online at delta.com or call the Delta Flightline at 800.325.1999.

Baggage and check-in requirements vary by airport and airline, so please check with the operating carrier on your ticket.

Please review Delta's check-in requirements and baggage guidelines for details.

You must be checked in and at the gate at least 15 minutes before your scheduled departure time for travel inside the United States.

You must be checked in and at the gate at least 45 minutes before your scheduled departure time for international travel.

For tips on flying safely with laptops, cell phones, and other battery-powered devices, please visit Flying safely government guild.

Do you have comments about service? Please email us to share them.

NON-REFUNDABLE / CHANGE FEE

When using certain vouchers to purchase tickets, remaining credits may not be refunded. Additional charges and/or credits may apply and are displayed in the sections below.

This ticket is non-refundable unless issued at a fully refundable fare. Any change to your itinerary may require payment of a change fee and increased fare. Failure to appear for any flight without notice to Delta will result in cancellation of your remaining reservation.

All Preferred, Delta Comfort+™, First Class, and Delta One seat purchases are Nonrefundable.

Terms & Conditions

Air transportation on Delta and the Delta Connection® carriers is subject to Delta's conditions of carriage. They include terms governing for example:

- Limits on our liability for personal injury or death of passengers, and for loss, damage of delay of goods and baggage.
- Claim restrictions including time periods within which you must file a claim or bring action against us.
- Our right to change terms of the contract.
- Check-in requirements and other rules established when we may refuse carriage.
- Our rights and limits of our liability for delay of failure to perform service, including schedule change, substitution of alternative air carriers or aircraft, and rerouting.
- Our policy on overbooking flights, and your rights if we deny you boarding due to an oversold flight.

These terms are incorporated by reference into our contract with you. You may view these conditions of carriage on delta.com, or by requesting a copy from Delta.

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EXHIBIT F

Golden Triangle Development LINK
P.O. Box 1328
Columbus, MS 39703
662.328.8369
www.gtrlink.org



INVOICE

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

INVOICE # 258766 DATE 02/10/2023 TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Clay County Reimbursement	Calvert-Spradling Engineers, Inc. Invoice #10907	1	3,077.50	3,077.50

BALANCE DUE \$3,077.50

385

Calvert-Spradling Engineers, Inc
P. O. Drawer 1078
West Point, MS 39773
662-494-7101

Golden Triangle Development Link
P. O. Box 1328
Columbus, MS 39703

Invoice number 10907
Date 01/26/2023

Project 222-136 GTD LINK - PROJECT
TUBULAR (CLAY CO.)

Labor

	Date	Hours	Rate	Billed Amount
Chyi-Hong Lin 312 - PROJECT ENGINEER	01/03/2023	4.00	150.00	600.00
Revised cost estimate for sewer extension to the proposed site.				
John C. Freeman 312 - PROJECT ENGINEER	01/04/2023	7.25	140.00	1,015.00
	01/05/2023	1.00	140.00	140.00
Mindy W. Ferguson 210 - CLERICAL	12/28/2022	0.50	70.00	35.00
Cost Estimate	01/05/2023	1.50	70.00	105.00
RFI				
Stanley J. Spradling 260 - HOURLY ENGINEER	01/04/2023	1.75	215.00	376.25
	01/05/2023	0.50	215.00	107.50
100 - PRELIMINARY	12/30/2022	2.00	215.00	430.00
	01/03/2023	1.25	215.00	268.75
Labor subtotal		19.75		3,077.50

Invoice total 3,077.50

CLAY CO.

Approved by:

Robert L. Calvert
Robert L. Calvert

EXHIBIT G

COST-PER-PRINT/COPY

MAINTENANCE/SERVICE AGREEMENT

BASE RATE: \$ n/a COPIES/PRINTS INCLUDED: 0

RATE: \$.0069 PER COPY/PRINT - BLACK&WHITE, \$0.00 PER COPY/PRINT - COLOR

PLUS TAX

BILLED MONTHLY BASED ON METER READINGS

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT:

1. J.T. Ray Co. will supply, during normal working hours; 8:00 AM to 5:00 PM, Monday through Friday, except holidays, and without any additional charge, all parts, labor, image units, maintenance kits and toner to keep the equipment listed on back of this Agreement in proper operating condition for a period of 1 year from the effective date below. **This Agreement is non-cancelable.**
2. The Customer will be responsible for making the equipment available to J.T. Ray Co. technicians, supplying power and network connections, paper, staples, removing paper jams and installing toner cartridges. Customer must maintain power/surge protection on each unit covered under this Agreement.
3. The service agreement shall be void with respect to any equipment that is misused, mishandled, or damaged through extraordinary cause, such as but not limited to, fire, flood, water, malicious mischief, vandalism, climatic conditions or by being dropped or damaged. This agreement shall be void if any person other than the J.T. Ray Co.'s authorized representatives attempt to perform service on the machine.
4. This agreement is not transferable and non-cancelable and may become void at the option of J.T. Ray Co. upon the sale, removal, or relocation of the equipment.
5. If it is determined by J.T. Ray Co. personnel that the equipment maintained under this agreement needs to be replaced or reconditioned due to age, J.T. Ray Co. will notify the customer in writing with an estimate for replacement or reconditioning.
6. The Customer agrees that J.T. Ray Co. and its representatives shall not be liable for any punitive, incidental, direct, indirect, special or consequential damages; including but not limited to, lost profits, loss of data or information of any kind resulting from J.T. Ray Co. performance under this Agreement.
7. This agreement does not cover network support for copier/printer. Network support or service work caused by customer computer or network problem will be billed at a rate of \$105 per hour, or the then current rate.
8. This Agreement shall automatically renew for additional one (1) year periods at the then current rate unless either party provides thirty (30) day advance written notice prior to termination or renewal.
9. J.T. Ray Co. may use non-OEM parts and supplies in performing this agreement. All parts replaced become the property of J.T. Ray Co.

PLEASE SIGN AND RETURN ORIGINAL

We hereby agree to the stated terms listed above.

EFFECTIVE

DATE: 15 Feb 2023

For: Renews Yearly

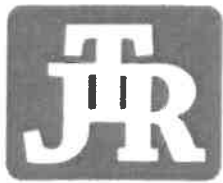
POC: Maggie Gall (662) 494-3124/ bh 550i M2977

NAME: Clay County Chancery Clerk's Office
ADDRESS: P.O. Box 815
CITY, STATE: West Point, Ms. 39773

X

Customer's Authorized Signature

Date



J.T. Ray
COMPANY
OFFICE EQUIPMENT SALES, SERVICE, & LEASING

1382 Cliff Gookin Blvd
Tupelo, MS 38801
Phone: (662) 842-9410
Fax: (662) 842-9467
www.jtrayco.com

**COST-PER-PRINT/COPY
MAINTENANCE/SERVICE AGREEMENT
BASE RATE: \$ n/a COPIES/PRINTS INCLUDED: 0
RATE: \$.0069 PER COPY/PRINT - BLACK&WHITE, \$ 0.00 PER COPY/PRINT - COLOR
PLUS TAX
BILLED MONTHLY BASED ON METER READINGS**

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT:

1. J.T. Ray Co. will supply, during normal working hours; 8:00 AM to 5:00 PM, Monday through Friday, except holidays, and without any additional charge, all parts, labor, image units, maintenance kits and toner to keep the equipment listed on back of this Agreement in proper operating condition for a period of 1 year from the effective date below. This Agreement is non-cancelable.
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4. This agreement is not transferable and non-cancelable and may become void at the option of J.T. Ray Co. upon the sale, removal, or relocation of the equipment.
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7. This agreement does not cover network support for copier/printer. Network support or service work caused by customer computer or network problem will be billed at a rate of \$105 per hour, or the then current rate.
8. This Agreement shall automatically renew for additional one (1) year periods at the then current rate unless either party provides thirty (30) day advance written notice prior to termination or renewal.
9. J.T. Ray Co. may use non-OEM parts and supplies in performing this agreement. All parts replaced become the property of J.T. Ray Co.

PLEASE SIGN AND RETURN ORIGINAL

We hereby agree to the stated terms listed above.

EFFECTIVE

DATE: 15 Feb 2023

For: Renews Yearly

POC: Maggie Gall (662) 494-3124/ bh 550i M2977

NAME: Clay County Chancery Clerk's Office

ADDRESS: P.O. Box 815

CITY, STATE: West Point, Ms. 39773

X

Customer's Authorized Signature

Date

EXHIBIT H

NO. _____

**IN THE MATTER OF AUTHORIZING AND APPROVING TO APPOINT MRS.
WILLIE DAVIS TO SERVE AS THE CLAY COUNTY REPRESENTATIVE TO SERVE
ON THE PRAIRIE OPPORUNITY BOARD**

There came on this day for consideration the matter of authorizing and approving to appoint Mrs. Willie Davis to serve as the Clay County Representative to serve on the Prairie Opportunity Board.


Supervisor Lummus moved to authorize and approve for Mrs. Willie Davis to serve as the Clay County Representative to serve on the Prairie Opportunity Board beginning March 1, 2023 thru March 1, 2027 for a four (4) year term.

The motion was seconded by Supervisor Deanes.

The motion carried unanimously.

SO ORDERED, this the 24th day of February, 2023.




LYNN HORTON, PRESIDENT
BOARD OF SUPERVISORS
CLAY COUNTY MISSISSIPPI

ATTEST:


AMY G. BERRY, CHANCERY CLERK
CLERK OF THE BOARD
CLAY COUNTY MISSISSIPPI

EXHIBIT I



Contact Address:
Southern Spirit Transmission
235 Desiard Street, Ste. 2
Monroe, LA 71201

February 14, 2023

Mr. R.B. Davis
President
Clay County Board of Supervisors
PO Box 815
West Point, MS 39773

Re: Southern Spirit Electric Transmission Project

To the Honorable Board of Supervisors:

As you may recall, from 2016 to 2022, representatives of Southern Cross Transmission ("SCT") had a series of contacts with county officials to inform you of the proposed SCT project, the work being done to evaluate a route across your county and to seek county support. At that time, the proposed route of the project crossed 12 counties, beginning with a Mississippi River crossing into Issaquena County and ending in Lowndes County near Caledonia. Lowndes County was selected as the terminus because, at that time, it appeared to be the optimal location for affordable, reliable and renewable electricity from Texas to be delivered to utilities in the Southeast. The 2017 route was included in a filing at the Mississippi Public Service Commission and many of your citizens who were affected received notice.

Since 2017, the project has been paused as SCT continued its efforts to develop the line, including ongoing analysis of the market and optimal locations for delivery of power. More recently, the project developers have determined that a change in the proposed route should be made due to allow for a direct interconnection at Wolf Creek and integration with the MISO South market. As a result, the proposed route now ends in Choctaw County. One important reason for this change is that the new terminus will permit direct access into the electric grid which serves western Mississippi, Louisiana, Arkansas and portions of Texas. Consequently, as currently proposed, the project will no longer cross Clay County. A supplemental filing will soon be made at the MPSC to reflect this change and a change in the project's name to Southern Spirit Transmission, LLC ("SST").

As a transmission project under federal jurisdiction, the project has always sought to provide benefits to utilities in the Southeast. SST will continue to engage with utilities serving areas east of Choctaw County and, if sufficient market interest is present, may in the future propose an extension of the project to an end point further east. And if such an addition to the project becomes a reality and affects Clay County, we will be back in touch.

If you have any questions, please feel free to contact me.

Best regards,

A handwritten signature in black ink, appearing to read "C. Denton Gibbs III".

C. Denton Gibbs III

EXHIBIT J

*Personnel Policies
& Procedures
of
Clay County, Mississippi*

TABLE OF CONTENTS

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

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

I. General Provisions

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

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

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

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

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

II. Equal Employment Opportunity Policy

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

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

III. Definitions

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

1. *Applicant* A person who is seeking employment with Clay County and who has filed an official application with the County.
2. *Certification* The act of certifying; *Certify* To attest authoritatively or to verify.
3. *Compensation* The remuneration of a position, including salary, wage, uniform allowance, food, maintenance, and commutation when the same is furnished.
4. *Day Off* A day during the work week upon which an employee has been scheduled to work but will not.
5. *Department* A major subdivision of county government as provided by statute or direction of the Board of Supervisors.
6. *Division* A functional unit of a department.
7. *Disability* Incapacity to perform regular work duties.
8. *Disciplinary Action* Demotion, reprimand, suspension, dismissal, or any combination.
9. *Full-Time* An employee who is serving in a job for which there has been scheduled or established thirty-five (35) ~~six~~ or more work hours per week.
10. *Holiday* A holiday that is observed by the County as authorized by State law, and any other day as the Board of Supervisors may designate as such.
11. *Immediate Family* An employee's spouse, child, step-child, parent, step-parent, brother, sister, grandparent, step-grandparent, in-laws, or any other relative living in the same household with the employee.
12. *Individual Base Rate* Rate per hour or the rate per month that is paid an employee for work in his or her individual base job. Individual base rate

does not include overtime.

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

receives for services rendered.

- 22. *Work Day* The hours during any twenty-four (24) consecutive hours upon which scheduled working hours may be established.
- 23. *Work Week* The days during any seven (7) consecutive days upon which scheduled working days may be established.
- 24. *Temporary Employee* An employee who is not expected to work more than four and one-half months. Temporary employees shall not receive paid holidays, sick leave, vacation or other types of leave or benefits granted to regular employees.

IV. Recruitment and Employment

1. Acceptance of Application

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

2. Recruiting to Fill a Vacancy

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

3. Disqualification of Applicant

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

- a. Is physically or mentally unfit to perform the duties of the position unless reasonable accommodations can be provided to applicant;
- b. Has been convicted of a felony except in cases where the Board of Supervisors finds satisfactory evidence of rehabilitation;

- c. Has made any false statements or committed fraud in his or her application;
- d. Has failed to properly fill out his or her application;
- e. Is addicted to drugs or intoxicants; or
- f. Has a contagious disease.

4. Filing and Disposal of Applications

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

5. Types of Appointments

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

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

(b) Temporary Appointment A temporary appointment is an appointment made to a position expected to be of temporary duration of six months or less. Temporary appointments may be extended not to exceed one year. A temporary appointment may also be made to a permanent position during or at the end of the year. Any qualified person meeting as nearly as practicable the qualifications of the vacant position may be temporarily appointed. If the temporary appointee qualifies in the appropriate performance test and is given a probationary appointment, time spent

under temporary appointment shall be credited to the probationary period. Time worked under emergency, temporary, or seasonal appointment, when followed immediately by permanent or provisional appointment, shall upon the recommendation of the supervisor or department head and approval of the Board of Supervisors, be included in computing length of continuous service. The Board of Supervisors has the authority to make temporary appointments during emergency situations or to meet unusual workload requirements.

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

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

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

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

V. Promotions, Transfers and Demotions

1. Promotions

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

2. Status Change

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

3. Transfers

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

4. Demotions

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

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

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

VI. Employee Development

1. In-Service Training

It will be the responsibility of each department head or supervisor to foster and promote in-service training of employees for the purpose of improving the quality of personnel service rendered to the County and to assist employees to equip themselves for advancement in the service. Each shall

establish standards for training programs; see that training is carried out as approved; insure that each employee is given the opportunity to satisfactorily complete approved courses and programs; provide assistance in developing and conduct training to meet the specific needs of their departments; and develop or search out supervisory and management training and other types of training germane to all departments.

2. Self-Development Courses

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

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

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

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

VII. Compensation

1. Pay Scales

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

2. Payroll Time Sheet

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

3. Pay Periods

The Chancery Clerk will prepare payroll checks on the 1st day and the 15th day of each

month. The Payroll Time Sheets for employees are due two (2) days before the payroll.

4. Extra Time

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

5. Travel Expense

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

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

VIII. Supplemental Benefits

1. Insurance

- (a) **Group Medical Insurance** The County makes available to all employees who work an average of 30 hours per week or 130 hours per month and to their families the schedule of benefits outlined in the County's current group medical insurance policy. The County pays 100% of the monthly premium for "employee only" medical

coverage. If the employee desires coverage for additional benefits for his or her dependents, he or she must pay the additional premiums which are to be deducted from his or her salary. Insurance coverage will take effect the first of the month following 30 days after employment for those employees who qualify according to the terms & provisions of the county's medical Insurance carrier's policy in effect at the time. Current part-time employees may be eligible for benefits in accordance with the terms and provisions of the County's ~~medical insurance carrier's~~ Cafeteria Plan policy in effect at the time.

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

2. Personal Leave

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

- (a) **Eligibility** All regular full-time employees working 35 hours or more per week are eligible for and begin earning personal leave as outlined below. However, an employee may not take personal leave until he or she has completed one year of continued service.
- (b) **Accrual of Personal Leave** All employees employed as of January 1, 2004 shall be grand-fathered in based upon the number of years of service as of December 31, 2003. Personal leave is expressed in terms of working days, except for those departments that normally work on weekends or holidays observed by the County, which *are* considered working days for personal leave purposes. A working day is considered to be 8 hours. Otherwise, weekends and holidays observed by the County are *not* considered working days for personal leave purposes.
- (c) **Scheduling of Personal Leave** Personal leave must be scheduled in such a way as to provide for the normal operating efficiency of the department. Each employee must complete a Personal Leave Request Form and submit it to his or her department head for approval and scheduling of work. The department head may approve or disapprove the request taking into consideration special projects, heavy workloads, and department assignments. The department head must turn in a copy of the employees personal leave request form to the payroll clerk in the Chancery Clerk's Office.

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

Anniversary Date:

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

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

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

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

Calendar Year:

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

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

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

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

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

Employees are encouraged to use earned personal leave. Personal leave may be used for vacations and personal business as scheduled. Accrued personal leave may also be used for an illness

in the employee's immediate family as defined by spouse or children.

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

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

3. Death Leave

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

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

The day before the funeral;

The day of the funeral;

The day after the funeral.

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

The day of the funeral.

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

4. Holidays With Pay

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

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

(b) New Year's Day;

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

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

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

- (f) National Memorial / Jefferson Davis' Birthday (Last Monday in May);
- (g) Independence Day (July 4);
- (h) Labor Day (First Monday in September);
- (i) Armistice Day or Veterans' Day (November 11);
- (j) Thanksgiving Day (Fourth Thursday in November);
- (k) Christmas Day (December 25);

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

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

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

B. Eligibility for Holiday Pay

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

5. Sick Leave

All full-time employees working 35 hours or more per week shall be eligible for sick leave. Sick leave is provided so that an employee will not be seriously handicapped financially if he or she is unable to work because of illness. Employees should not regard sick leave in the same manner as annual personal leave. The wise employee will save as much personal leave as possible to help him or her get through long periods of illness. The following policy will govern the amount of sick leave allowed except for leave governed by the Federal Family and Medical Leave Act:

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

Sick leave will also be granted for the following reasons:

- (a) Illness of an employee's spouse or child that requires the employee's care and attention.
- (b) Enforced quarantine of the employee in accordance with health regulations imposed by the health authorities of a city, county or state.
- (c) Personal illness or physical incapacity of the employee resulting from causes beyond his or her control.
- (d) For the employee to keep a doctor or dental appointment.

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

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

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

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

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

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

(6) Each department must keep accurate records of leave accumulated and used by the employees of the department. Departments will submit their information to the payroll department(Chancery Clerk's Office) when payroll time sheets are turned in. For accounting

purposes, the employee's anniversary date is the date of employment into a full-time position.

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

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

6. Major Medical Leave

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

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

7. Leave for Doctor's Visits

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

8. Donation of Leave

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

9. Civic Leave

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

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

10. Military Leave

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

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

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

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

IX. LEAVES OF ABSENCE

1. Unpaid Leave of Absence

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

2. Family Medical Leave

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

(a) Medical Leave

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

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

(b) Parental Leave

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

This leave must be taken within twelve (12) months of the child's birth, adoption or placement for foster care. Employees must give at least thirty (30) days' advance notice of the need for such leave, **except in emergencies**, and such notice should then be given as soon as practical.

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

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

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

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

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

The County will continue to provide "employee only" health insurance coverage during an

employee's FMLA leave. Any other insurance (such as family coverage, dental insurance, etc.) will be the responsibility of the employee.

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

X. CONDUCT OF EMPLOYEES

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

1. Hours of Work

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

2. Political Activity

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

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

3. Outside Employment

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

4. Safety

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

5. Payment of Bills

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

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

6. Sexual Harassment Policy

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

XI. DISCIPLINARY ACTION

1. General

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

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

which the employee is employed.

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

including personal use of County-owned equipment.

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

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

XII. GRIEVANCES

1. Policy

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

2. Definition

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

3. Procedure

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

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

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

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

4. When Decided in Favor of the Employee

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

5. When Not Decided in Favor of the Employee

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

6. Discrimination Prohibited

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

7. Attention of Correspondence

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

XIII. SEPARATIONS

1. Types of Separations

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

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

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

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

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

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

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

XIV. RECORDS AND REPORTS

1. Personnel Changes

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

2. Service Records

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

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

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

3. Rules Changes

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

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

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

PRESIDENT OF THE BOARD OF
SUPERVISORS OF CLAY COUNTY, MS

ATTEST:

AMY G. BERRY
CLERK OF THE BOARD

Clay County, MS
PAYROLL TIME SHEET

Employee Name _____ Last 4 of SSN: _____
Pay Period _____ To _____ Department _____
Position _____

Date	Time In	Time Out	Time In	Time Out	Total Hours	Description	Payroll Clerks's Use	

Hourly employees must sign in and out for lunch.
Form is to be completed by the employee, approved by the supervisor and turned in to the Payroll Clerk in Chancery Clerk's Office two days prior to payroll. Please estimate the hours to be worked on the 2 days. Failure to turn in time sheet in a timely manner will result in no paycheck!
All overtime is explained under description column.

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

Supervisor Signature

Employee Signature

Date

Date

To be completed by Payroll Clerk:

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

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

Employee _____ Date: _____

_____ Last 4 of SSN _____

Department _____

Dates/Hours Requested

Type of Leave

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

Employee Signature _____ Date _____

Supervisor's Signature _____ Date _____

INSTRUCTIONS:

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

Exhibit 2

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