

Minute Book Text Detail

Book 0235 Page 1 OPENING FOR AUGUST 7, 2023

Date 8/ 7/2023 AGENDA FOR AUGUST 7, 2023

AUGUST 7, 2023

The Board of Supervisors met at 9:00 a.m. the 7th day of August, 2023, in the Supervisors Board Room, in the Pearl River County Courthouse Complex in the City of Poplarville, Mississippi, with the following members of said Board and officers of said County were present to-wit:

President, Sandy Kane Smith, member from District Five;
Vice President, Malcolm Perry, member from District Two;
Donald Hart, member from District One;
Hudson Holliday, member from District Three;
Jason Spence, member from District Four;
County Administrator, Adrain Lumpkin, Jr.;
Board Attorney, Joe Montgomery;
Chancery Clerk, Melinda Bowman;
Sheriff, David Allison.

The following proceedings were had and entered of record to-wit:



**Pearl River County
Board of Supervisors
Meeting Agenda
August 7, 2023**



Welcome & Call to Order 9:00 A.M.

- 01) Presentation to 2023 Graduates of Climb Academy - Picayune**
- 02) Consider approving Board Minutes – July, 2023**
- 03) Consider approving Claims Docket for August 7, 2023**
- 04) Sheriff:**
 - A. Personnel
 - B. Agreed Orders Forfeiting Weapons
- 05) County Engineer:**
 - A. Accept completion of Project No. LSBP-55(36) and sign Orders releasing contractor.
 - B. Accept bids for SAP-55(15)(12.551 miles of Reseal on Roads A - C Project) and consider awarding project.
 - C. Consider authorizing Board President to execute contracts on behalf of the LPA for Ridge Road Project.
 - D. Accept completion of Project No. SAP-55(26)M and sign Orders releasing contractor.
- 06) Tax Objections: Due to the newspaper failing to publish the notice as required, the deadline to file tax objections has been rescheduled until August 14, 2023.**
- 07) Tax Assessor/Collector:**
 - A. Authorize Clerk to readvertise for Personal Property Tax Maintenance bids.
- 08) Emergency Services:**
 - A. Authorize Fire Coordinator to sign Cooperative Agreement with the Mississippi Forestry Commission.
 - B. Review and authorize President to sign FY 2023 EMPG award letter of \$44,809.00.
 - C. Consider request to accept the lowest quote for the purchase of 26KW generator to be installed at Pinegrove VFD Station 1.
 - D. Accept funds from McNeill Volunteer Fire Department to Pearl River County and approve request to handle all purchasing and payment of funds for the Department.
- 09) Chancery Clerk:**
 - A. Request to object to Department of Revenue's request for Homestead Adjustments.
 - B. Request to approve Department of Revenue's request for Homestead Adjustments.
- 10) Central Dispatch:**
 - A. Personnel
 - B. Request to sign Agreement with Invictus for use of Prepared 911.
- 11) Inventory/Safety:**
 - A. Transfer 2008 Freightliner from Emergency Services Inventory to Road Department's Inventory.
- 12) E-911 Addressing:**
 - A. Request to name two private drives – Tree Farm Lane and Shadow Lakes.
- 13) Grants Administration:**
 - A. Authorize President to sign 402 Occupant Protection FY24 Grant Agreement.
 - B. Authorize President to sign 154 Alcohol FY24 Grant Agreement.
- 14) Consider approving New Palestine Cemetery South Addition – Units "F" & "G" – Revised Final Plat**



**Pearl River County
Board of Supervisors
Meeting Agenda
August 7, 2023**



15) Consent Agenda Items:

- A. Report of Grand Jury dated July 11, 2023.
- B. Adopt and sign Resolution concerning PRC's Section 125 for Cafeteria Plan.
- C. Coroner's request to declare Pauper – Mr. Michael Roberts.
- D. Capital One Spark Business Card payment.
- E. Pearl River County School District Residential Lease 16th Section.
- F. Accept, Award, and authorize President to sign Lease Agreement with Trustmark Bank on 2024 Ford Explorer for Sheriff's Department.
- G. Request that Board of Supervisors provide food and drinks for workers on election night of August 7, 2023.
- H. Approve lowest quotes for sheetrock, hanging and finishing for the CPS Building.
- I. Reappoint Mr. Joey Mark to Pearl River Valley Opportunity Executive Board of Directors representing Pearl River County.

16) Travel:

- A. Veterans Service Officer to VAMC meeting in Biloxi, MS on August 11, 2023.
- B. E-911 Coordinator to Elevation Certificate Training in Biloxi, MS on August 16, 2023.
- C. Central Dispatch (1) to IAED Basic Communications 40-Hour Course in Wiggins, MS on August 21-25, 2023.
- D. Central Dispatch (4) to Officer Involved Shooting & Critical Incidents Class in Pass Christian, MS on August 21-23, 2023.
- E. Central Dispatch (2) to Terrorism Awareness Class in Meridian, MS on September 11-12, 2023.

17) Road Department:

- A. Personnel
- B. Beaver Control Program enrollment for 2023-2024.
- C. Poplarville School Bus Turnaround Addition for 2023-2024.
- D. Discussion and find solution to our broke down boom mower.

ORDER TO APPROVE BOARD MINUTES FOR JULY, 2023

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to approve July, 2023 Board Minutes.

Upon motion made by Jason Spence and seconded by Donald Hart, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve July, 2023 Board Minutes.

Ordered and adopted, this the 7th day of August, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

ORDER TO APPROVE CLAIMS DOCKET FOR AUGUST 7, 2023

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to approve Claims Docket for August 7, 2023.

Upon motion made by Hudson Holliday and seconded by Jason Spence, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve Claims Docket for August 7, 2023. (Summary of all Funds attached)

Ordered and adopted, this the 7th day of August, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

SUMMARY OF ALL FUNDS

FUND	1	Claims	to	Checks	158	Total	476,794.12	Manual	Held	Total	476,794.12
FUND	4	Claims	to	Checks	1	Total	25,000.00	Manual	Held	Total	25,000.00
FUND	6	Claims	to	Checks	1	Total	291.60	Manual	Held	Total	291.60
FUND	45	Claims	to	Checks	4	Total	647.16	Manual	Held	Total	647.16
FUND	73	Claims	to	Checks	1	Total	50.29	Manual	Held	Total	50.29
FUND	96	Claims	to	Checks	11	Total	29,688.78	Manual	Held	Total	29,688.78
FUND	97	Claims	to	Checks	8	Total	15,734.90	Manual	Held	Total	15,734.90
FUND	104	Claims	to	Checks	2	Total	2,273.58	Manual	Held	Total	2,273.58
FUND	117	Claims	to	Checks	1	Total	17,647.12	Manual	Held	Total	17,647.12
FUND	123	Claims	to	Checks	1	Total	11,330.58	Manual	Held	Total	11,330.58
FUND	156	Claims	to	Checks	42	Total	42,276.38	Manual	Held	Total	42,276.38
FUND	158	Claims	to	Checks	4	Total	417,247.94	Manual	Held	Total	417,247.94
FUND	166	Claims	to	Checks	3	Total	38,941.84	Manual	Held	Total	38,941.84
FUND	206	Claims	to	Checks	9	Total	28,022.90	Manual	Held	Total	28,022.90
FUND	410	Claims	to	Checks	2	Total	552.63	Manual	Held	Total	552.63
FUND	420	Claims	to	Checks	3	Total	1,049.56	Manual	Held	Total	1,049.56
FUND	450	Claims	to	Checks	5	Total	6,704.71	Manual	Held	Total	6,704.71
FUND	650	Claims	to	Checks	3	Total	9,873.50	Manual	Held	Total	9,873.50
FUND	656	Claims	to	Checks	4	Total	4,001.53	Manual	Held	Total	4,001.53
FUND	659	Claims	to	Checks	2	Total	69.00	Manual	Held	Total	69.00
FUND	661	Claims	to	Checks	4	Total	509.70	Manual	Held	Total	509.70
FUND	662	Claims	to	Checks	2	Total	448.49	Manual	Held	Total	448.49
FUND	663	Claims	to	Checks	7	Total	1,873.76	Manual	Held	Total	1,873.76
FUND	664	Claims	to	Checks	3	Total	511.60	Manual	Held	Total	511.60
FUND	665	Claims	to	Checks	2	Total	343.00	Manual	Held	Total	343.00
FUND	668	Claims	to	Checks	3	Total	683.13	Manual	Held	Total	683.13
Total for all Funds				Checks	286	Total	1,132,567.80	Manual	Held	Total	1,132,567.80

605

ORDER TO APPROVE SHERIFF'S AGENDA ITEMS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of Sheriff's Agenda Items.

Upon motion made by Hudson Holliday and seconded by Jason Spence, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following Sheriff's Agenda Items as listed with attachments:

A. Personnel:

Tania Lucas	Patrol Deputy	To full-time
Christopher Charles	Corrections	Hire full-time
Grace Olive	Corrections	Hire full-time
Kyla Martin	Corrections	Resign
Richard Persund	Corrections	Resign
Kelsey Peterson	Corrections	Terminate
Breanna Prince	Corrections	Resign

B. AGREED ORDERS FORFEITING WEAPONS:

Seized From: Justin Lee Darnell
Case No.: SO21-021078
Description: One (1) Ssarsilmaz 9mm Handgun
Serial No. T1102-211BV88733

Seized From: Billiebob Jolene Roberts
Case No.: SO200028166
Description: One (1) Stevens 380 Caliver ACP Highpoint
Firearm Serial No. PB173046

Ordered and adopted, this the 7th day of August, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None



PEARL RIVER COUNTY SHERIFF'S DEPARTMENT
DAVID ALLISON, SHERIFF
200 SOUTH MAIN STREET
POPLARVILLE, MS 39470
Phone: (601) 403-2340
Fax: (601) 403-2344

August 2, 2023

To: The Honorable Board of Supervisors of Pearl River County, Mississippi.

Please acknowledge upon the minutes the following personnel matters concerning the Sheriff's Department.

Please move Tania Lucas from part time to full time Patrol Deputy effective August 9, 2023.

Please hire Christopher Charles as full time Correctional Officer effective August 7, 2023.

Please hire Grace Olive as full time Correctional Officer effective August 7, 2023.

Please accept the resignation of Kyla Martin as full time Correctional Officer effective August 2, 2023.

Please accept the resignation of Richard Persund as full time Correctional Officer effective July 27, 2023.

Please accept the termination of Kelsey Peterson as full time Correctional Officer effective July 27, 2023.

Please accept the resignation of Breanna Prince as full time Correctional Officer due to no call no show effective July 28, 2023.

Thank you,

David Allison, Sheriff



PEARL RIVER COUNTY SHERIFF'S DEPARTMENT
DAVID ALLISON, SHERIFF
200 SOUTH MAIN STREET
POPLARVILLE, MS 39470
Phone: (601) 403-2500
Fax: (601) 403-2344

August 2, 2023

To: The Honorable Board of Supervisors of Pearl River County, Mississippi.

Please acknowledge upon the minutes the following matters concerning the Sheriff's Department:

Please accept the following ***"Agreed Order Forfeiting Weapon"*** regarding the below case.

Seized From	Case No.	Description
Justin Lee Darnell	SO21-021078	One (1) Sarsilmaz 9mm Handgun Serial No. T1102-211BV88733

Thank you,

A handwritten signature in dark ink, appearing to read "David Allison", is written over a horizontal line.

David Allison, Sheriff

009

IN THE CIRCUIT COURT OF PEARL RIVER COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI

VERSUS

CAUSE NO: 55:23-CR-00062BT

JUSTIN LEE DARNELL

DEFENDANT

AGREED ORDER FORFEITING WEAPON

BEFORE THIS COURT, on the ore tenus motion by the State of Mississippi, and after the Court having heard and considered same, finds as follows:

1. The Defendant pled guilty to count one Possession of a Controlled Substance with enhancement on July 28, 2023.
2. The Defendant was sentenced by this Court on July 28, 2023.
3. The Pearl River County Sheriff's Department has in evidence one (1) Sarsilmaz 9mm handgun, bearing serial number T1102-211BV88733.

IT IS THEREFORE ORDERED and ADJUDGED that Justin Lee Darnell forfeits one (1) Sarsilmaz 9mm handgun, bearing serial number T1102-211BV88733 to the Pearl River County Sheriff's Department.

THIS ORDERED on the 28th day of July, 2023.



CIRCUIT COURT JUDGE

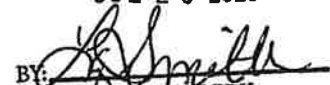
AGREED AS TO FORM AND CONTENT:


JIM DAVIS, ATTORNEY FOR THE DEFENDANT


JUSTIN LEE DARNELL


ASSISTANT DISTRICT ATTORNEY

FILED
NANCE FITZPATRICK STOKES
CIRCUIT CLERK

JUL 28 2023
BY: 
DEPUTY CLERK

5021-021078



PEARL RIVER COUNTY SHERIFF'S DEPARTMENT
DAVID ALLISON, SHERIFF
200 SOUTH MAIN STREET
POPLARVILLE, MS 39470
Phone: (601) 403-2500
Fax: (601) 403-2344

August 2, 2023

To: The Honorable Board of Supervisors of Pearl River County, Mississippi.

Please acknowledge upon the minutes the following matters concerning the Sheriff's Department:

Please accept the following ***"Agreed Order Forfeiting Weapon"*** regarding the below case.

Seized From	Case No.	Description
Billiebob Jolene Roberts	SO200028166	One (1) Stevens 380 Caliver ACP Highpoint Firearm Serial No. PB173046

Thank you,


David Allison, Sheriff

IN THE CIRCUIT COURT OF PEARL RIVER COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI

VERSUS

CAUSE NO: 55:21-CR-00289BT

BILLIEBOB JOLENE ROBERTS

DEFENDANT

AGREED ORDER FORFEITING WEAPON

BEFORE THIS COURT, on the ore tenus motion by the State of Mississippi, and after the Court having heard and considered same, finds as follows:

1. The Defendant pled guilty to count one and count two on July 28, 2023.
2. The Defendant was sentenced by this Court on July 28, 2023.
3. The Pearl River County Sheriff's Department has in evidence one (1) Stevens .380 ACP Highpoint Firearm bearing serial number PB173046.

IT IS THEREFORE ORDERED and ADJUDGED that BillieBob Jolene Roberts forfeits any and all interest to one (1) Stevens .380 ACP Highpoint Firearm being serial number PB173046 to the Pearl River County Sheriff's Department.

THIS ORDERED on the 28th day of July, 2023.



CIRCUIT COURT JUDGE

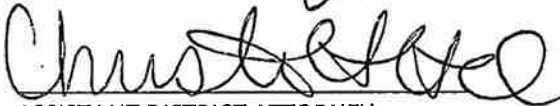
AGREED AS TO FORM AND CONTENT:



DONALD RAFFERTY, ATTORNEY FOR THE DEFENDANT

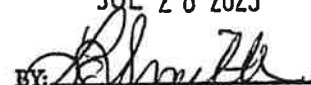


BILLIEBOB JOLENE ROBERTS



ASSISTANT DISTRICT ATTORNEY

FILED
NANCE FITZPATRICK STOKES
CIRCUIT CLERK

JUL 28 2023
BY: 
DEPUTY CLERK

5020028166

ORDER TO APPROVE COUNTY ENGINEER'S AGENDA ITEMS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of County Engineer's Agenda Items.

Upon motion made by Jason Spence and seconded by Hudson Holliday, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following County Engineer's Agenda Items as listed with attachments:

- A. Accept completion of Project No. LSBP-55(36) and authorize Board President to sign Orders releasing contractor.
- B. Accept bids for SAP-55-(15) 12.551 miles of Reseal on Roads "A" - "C" Project, award to RJM McQueen Contracting, Inc, the best and lowest bid and authorize President to sign ORDER OF PEARL RIVER COUNTY BOARD OF SUPERVISORS AWARDDING CONTRACT AND ESTABLISHING PROJECT FUND FOR STATE AID PROJECT NO. SAP-55(15)S.
- C. Authorize President to sign ORDER OF THE BOARD OF SUPERVISORS AUTHORIZATION BOARD PRESIDENT TO EXECUTE CONTRACTS ON BEHALF OF THE LPA FOR PROJECT NO. STP-0055-00(40)/105201-701000 (RIDGE ROAD).
- D. Accept completion of Project No. SAP-55(26)M and authorize Board President to Orders releasing contractor.

Ordered and adopted, this the 7th day of August, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None



Harry Lee James, P.E.

State Aid Engineer
P. O. Box 1850
Jackson, Mississippi 39215
Phone (601)359-7150

412 Woodrow Wilson Avenue
Jackson, Mississippi 39216
Fax (601)359-7141
www.osarc.ms.gov
mail@osarc.state.ms.us

July 13, 2023
H. Les Dungan, III, P.E.
co County Engineer
1574 Hwy 98 East
Columbia, MS 39429

Dear Sir:

RE: LOCAL SYSTEM BRIDGE PROGRAM
PROJECT NO. LSBP-55(36)
PEARL RIVER COUNTY

In accordance with your request, a final inspection has been made on the captioned project. The construction of this project has been complete, and the construction acceptance date is **July 10, 2023**. If deficiencies are found during the final audit process, we will contact you for additional information or documentation.

We have prepared and enclosed for your convenience the formal acceptance documents which include [two (2) copies of each, a Board Order and a joint letter of Acceptance to the contractor. We are requesting that you present these documents to the Board of Supervisors for official Board action. Upon execution of same, please return to Evelyn Hollins, Administrative Assistant, Office of State Aid Road Construction, P. O. Box 1850, Jackson, MS 39215-1850, one (1) copy of each, the Board Order and the joint letter of Acceptance, for the signature of the State Aid Engineer and/or the Executive Director of the Mississippi Department of Transportation.

Sincerely,

Harry Lee James, P. E.
State Aid Engineer

Evelyn Hollins

By: Evelyn Hollins
Administrative Assistant

Enclosure

pc: Fred Fayard, Inc.
United States Fire Insurance Company
Pearl River County Board of Supervisors
MS Procurement Technical Assistance Program
Project File



014

Harry Lee James, P.E.

State Aid Engineer
P. O. Box 1850
Jackson, Mississippi 39215
Phone (601)359-7150

412 Woodrow Wilson Avenue
Jackson, Mississippi 39216
Fax (601)359-714
www.osarc.ms.gov
mail@osarc.state.ms.us

July 13, 2023

Fred Fayard, Inc.
6512 Timber Trail Dr.
Vance, MS 39565

Gentlemen:

RE: LOCAL SYSTEM BRIDGE PROGRAM
PROJECT NO. LSBP-55(36)
PEARL RIVER COUNTY

This is our formal notice that the above designated contract, including all provisions thereof, is hereby accepted and you are released from further responsibility under this contract effective upon signature of the State Aid Engineer.

Sincerely,

By:



President, Board of Supervisors

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

By:

Harry Lee James, P. E. State Aid Engineer
Office of State Aid Road Construction

Date

HLJDH

pc: United States Fire Insurance Company
Pearl River County Board of Supervisors
H. Les Dungan, III, P.E., County Engineer
Materials Division, 72-01
MS Procurement Technical Assistance Program
State Tax Commission
Project File

ORDER OF THE BOARD OF SUPERVISORS OF **PEARL RIVER** COUNTY ACCEPTING
THE CONTRACT FOR **LOCAL SYSTEM BRIDGE PROGRAM**
PROJECT NO. **LSBP-55(36)**

WHEREAS, the Board of Supervisors of Pearl River County, Mississippi awarded a contract to **Fred Fayard, Inc.**, known as **Local System Bridge Program** Project No. **LSBP-55(36)**,

WHEREAS, the Pearl River County Engineer and the State Aid Engineer advise that they consider the construction portion of this contract to have been completed according to all its provisions and recommend that the Contractor be released from further maintenance responsibilities.

NOW, THEREFORE, IT IS HEREBY ORDERED by this Board that the contractor for the project designated above, be released from further maintenance responsibility under the contract, effective **July 10, 2023**.

IT IS FURTHER ORDERED that the President of the Board be and he is hereby authorized to sign, with the State Aid Engineer of the Mississippi Department of Transportation, a joint letter of formal contract acceptance to the Contractor, and that the Clerk of the Board transmit a certified copy of this order to the State Aid Engineer.

President, Board of Supervisors

PEARL RIVER COUNTY, MISSISSIPPI

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of Pearl River County, Mississippi, entered into the minutes of said Board of Supervisors, Minute Book No. 235, Page No. _____, same having been adopted at a meeting of said Board of Supervisors on the 7th day of August, 20 ____.



Meenda Sturman by Kaelin Davis
Clerk of Board of Supervisors

PEARL RIVER COUNTY, MISSISSIPPI



BID TAB ESTIMATE
OFFICE OF STATE AID ROAD CONSTRUCTION

BIDS RECEIVED:
NAME OF ROAD:

Tuesday, August 3, 2023 @ 10:00 a.m. in Boardroom at Poplarville, MS

ROADS "A" - "C"

State Aid Program (SAP)

PROJECT NO. SAP-55(15)S

COUNTY:

Pearl River

DATE:

6/27/2023

TYPE:

RESEAL

LENGTH OF ROADWAY:

12.551 MILES

LENGTH OF BRIDGE:

0.000 MILES

LENGTH OF PROJECT:

12.551 MILES

WIDTH OF ROADWAY (FEET)

28.0

LENGTH OF EXCEPTIONS:

0.534 MILES

SURFACING:

RESEAL

WIDTH:

21.0 FEET

Bid Letting Results

Rank	Contractor	Surety	Bid Amount
1	RJM McQueen Contracting, Inc.	U.S. Specialty Insurance Co.	\$1,539,459.90
2	TL Wallace Construction, Inc.	Arch Insurance Co.	\$1,575,025.78

PROJECT NO:	SAP-55(15)S	COUNTY:	Pearl River	1,539,459.90	***Low Bid***	1,575,025.78	Rank = 2
PREPARED BY:	JONATHAN DIXON	TITLE:	District Engineer	RJM McQueen Contracting, Inc.		TL Wallace Construction, Inc.	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	U.S. Specialty Insurance Co.	Arch Insurance Co.

S-200-A	MOBILIZATION	1.000	LS	100000.00	\$ 100,000.00	110,000.00	\$ 110,000.00	50,000.00	\$ 50,000.00
S-203-A	UNCLASSIFIED EXCAVATION (FM)	77.000	CY	35.00	\$ 2,695.00	65.00	\$ 5,005.00	158.00	\$ 12,166.00
S-304-A	GRANULAR MATERIAL (LVM), (CLASS 6, GROUP C)	130.000	CY	120.00	\$ 15,600.00	25.00	\$ 3,250.00	46.00	\$ 5,980.00
S-403-A	HOT MIX ASPHALT, ST 19 MM	279.000	TON	350.00	\$ 97,650.00	275.00	\$ 76,725.00	300.00	\$ 83,700.00
S-403-B	HOT MIX ASPHALT, ST 9.5 MM, LEVELING	1809.000	TON	250.00	\$ 452,250.00	220.00	\$ 397,980.00	160.00	\$ 289,440.00
S-410-C-1	POLYMERIZED-EMULSIFIED ASPHALT, GRADE CRS-2P	68332.000	GAL	3.00	\$ 204,996.00	4.25	\$ 290,411.00	5.95	\$ 406,575.40
S-410-E	SEAL AGGREGATE COVER MATERIAL, SIZE 7, (CRUSHED STONE OR SLAG)	1687.000	CY	100.00	\$ 168,700.00	135.00	\$ 227,745.00	164.00	\$ 276,668.00
S-410-F	BLOTTER MATERIAL	241.000	CY	10.00	\$ 2,410.00	1.25	\$ 301.25	10.65	\$ 2,566.65
S-618-A	MAINTENANCE OF TRAFFIC	1.000	LS	50000.00	\$ 50,000.00	40,000.00	\$ 40,000.00	27,000.00	\$ 27,000.00
S-618-B	ADDITIONAL CONSTRUCTION SIGNS	0.000	SF	10.00	\$ -	10.00	\$ -	10.00	\$ -
S-621-C	4" WIDE THERMOPLASTIC EDGE STRIPE (CONTINUOUS WHITE) (60 MILS)	24.877	MI	5000.00	\$ 124,385.00	3,700.00	\$ 92,044.90	4,150.00	\$ 103,239.55
S-621-D	4" WIDE THERMOPLASTIC TRAFFIC STRIPE (SKIP YELLOW) (90 MILS)	3.141	MI	2000.00	\$ 6,282.00	1,600.00	\$ 5,025.60	1,780.00	\$ 5,590.98
S-621-E-1	4" WIDE THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW) (90 MILS)	111717.000	LF	1.00	\$ 111,717.00	0.80	\$ 89,373.60	0.90	\$ 100,545.30
S-621-G-1	THERMOPLASTIC DETAIL STRIPE (4" EQUIVALENT LENGTH) (WHITE) (60 MILS)	3145.000	LF	2.00	\$ 6,290.00	4.25	\$ 13,366.25	4.75	\$ 14,938.75
S-621-G-2	THERMOPLASTIC DETAIL STRIPE (4" EQUIVALENT LENGTH) (YELLOW) (90 MILS)	1480.000	LF	2.00	\$ 2,960.00	4.25	\$ 6,290.00	4.75	\$ 7,030.00
S-621-H-1	THERMOPLASTIC LEGEND (WHITE) (120 MILS)	360.000	LF	6.00	\$ 2,160.00	5.25	\$ 1,890.00	5.95	\$ 2,142.00
S-621-H-2	THERMOPLASTIC LEGEND (WHITE) (120 MILS)	599.000	SF	8.00	\$ 4,792.00	10.50	\$ 6,289.50	11.85	\$ 7,098.15
S-627-J	TWO-WAY CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	900.000	EA	10.00	\$ 9,000.00	7.50	\$ 6,750.00	11.80	\$ 10,620.00
S-627-L	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	1280.000	EA	10.00	\$ 12,800.00	7.50	\$ 9,600.00	5.85	\$ 7,488.00

716

PROJECT NO:	SAP-55(15)S	COUNTY:	Pearl River			\$	1,539,459.90	***Low Bid***	\$	1,575,025.78	Rank = 2
PREPARED BY:	JONATHAN DIXON	TITLE:	District Engineer				RJM McQueen Contracting, Inc.			TL Wallace Construction, Inc.	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT		U.S. Specialty Insurance Co.			Arch Insurance Co.	
S-630-A	REFLECTORIZED TRAFFIC WARNING SIGN (ENCAPSULATED LENS)	105.000	EA	250.00	\$ 26,250.00	240.00	\$	25,200.00	266.30	\$	27,961.50
S-630-B	REFLECTORIZED TRAFFIC REGULATORY SIGN (ENCAPSULATED LENS)	23.000	EA	250.00	\$ 5,750.00	240.00	\$	5,520.00	266.30	\$	6,124.90
S-630-C	REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS) (TYPE 3)	24.000	EA	225.00	\$ 5,400.00	160.00	\$	3,840.00	177.55	\$	4,261.20
S-630-H	REFLECTORIZED TRAFFIC REGULATORY SIGN WITH SUPP. PLATE (ENCAPSULATED LENS)	4.000	EA	275.00	\$ 1,100.00	290.00	\$	1,160.00	325.45	\$	1,301.80
907-410-C	ASPHALT FOR FOG SEAL, GRADE CHPF-1	17896.000	GAL	3.00	\$ 53,688.00	6.80	\$	121,692.80	6.85	\$	122,587.60
Subtotal Participating Roadway Items					\$ 1,466,875.00		\$	1,539,459.90		\$	1,575,025.78

PROJECT PARTICIPATING TOTAL	\$ 1,466,875.00	\$	1,539,459.90	\$	1,575,025.78
DIFFERENCE		\$0.00		\$0.00	
PERCENT OVER / UNDER PARTICIPATING		4.9%		7.4%	

APPROVED:  8/3/23
H. LES DUNGAN III, P.E., County Engineer

Publisher's Certificate of Publication

STATE OF MISSISSIPPI COUNTY OF PEARL RIVER

Dan Phelan, being duly sworn, on oath says he is and during all times herein stated has been an employee of Picayune Newsmedia, LLC publisher and printer of the Picayune Item and The Poplarville Democrat (the "Newspaper"), has full knowledge of the facts herein stated as follows:

1. The Newspaper printed the copy of the matter attached hereto (the "Notice") was copied from the columns of the Newspaper and was printed and published in the English language on the following days and dates:

07/05/23, 07/12/23

2. The sum charged by the Newspaper for said publication is the actual lowest classified rate paid by commercial customer for an advertisement of similar size and frequency in the same newspaper in which the Notice was published.

3. There are no agreements between the Newspaper, publisher, manager or printer and the officer or attorney charged with the duty of placing the attached legal advertising notice whereby any advantage, gain or profit accrued to said officer or attorney.



Dan Phelan, publisher

Subscribed and sworn to before me this
12th Day of July, 2023




Cindy Woods, Notary Public
State of Mississippi, County of Pearl River
My commission expires 05-11-2025

Account # 203119
Ad # 1671112

PEARL RIVER COUNTY BOARD OF SUPERVISORS
P.O. BOX 569
POPLARVILLE MS 39470

OFFICE OF STATE AID ROAD CONSTRUCTION
AND
COUNTY BOARD OF SUPERVISORS
SECTION 900

NOTICE TO CONTRACTORS:

Sealed bids will be received by the Board of Supervisors of Pearl River County, Mississippi at the Pearl River County Administrator's Office, Poplarville, Mississippi, until 10:00 AM on the 3rd day of August 2023 and shortly thereafter publicly opened for the construction of 12.551 miles of RESEAL on the ROADS "A" - "C" being known as Project No. SAP-55(15)S in Pearl River County Mississippi. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call 225-810-4814.

PRINCIPAL ITEMS OF WORK ARE APPROXIMATELY AS FOLLOWS

<u>ROADWAY ITEMS:</u>	<u>QUANTITY</u>	<u>UNIT</u>
MOBILIZATION	1.000	LS
UNCLASSIFIED EXCAVATION (FM)	77.000	CY
GRANULAR MATERIAL (LVM), (CLASS 6, GROUP C)	130.000	CY
HOT MIX ASPHALT, ST 19 MM	279.000	TON
HOT MIX ASPHALT, ST 9.5 MM, LEVELING	1,809.000	TON
POLYMERIZED-EMULSIFIED ASPHALT, GRADE CRS-2P	68,332.000	GAL
SEAL AGGREGATE COVER MATERIAL, SIZE 7, (CRUSHED STONE OR SLAG)	1,687.000	CY
BLOTTER MATERIAL	241.000	CY
MAINTENANCE OF TRAFFIC	1.000	LS
ADDITIONAL CONSTRUCTION SIGNS	0.000	SF
4" WIDE THERMOPLASTIC EDGE STRIPE (CONTINUOUS WHITE) (60 MILS)	24.877	MI
4" WIDE THERMOPLASTIC TRAFFIC STRIPE (SKIP YELLOW) (90 MILS)	3.141	MI
4" WIDE THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW) (90 MILS)	111,717.000	LF
THERMOPLASTIC DETAIL STRIPE (4" EQUIVALENT LENGTH) (WHITE) (60 MILS)	3,145.000	LF
THERMOPLASTIC DETAIL STRIPE (4" EQUIVALENT LENGTH) (YELLOW) (90 MILS)	1,480.000	LF
THERMOPLASTIC LEGEND (WHITE) (120 MILS)	360.000	LF
THERMOPLASTIC LEGEND (WHITE) (120 MILS)	599.000	SF
TWO-WAY CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	900.000	EA
TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	1,280.000	EA
REFLECTORIZED TRAFFIC WARNING SIGN (ENCAPSULATED LENS)	105.000	EA
REFLECTORIZED TRAFFIC REGULATORY SIGN (ENCAPSULATED LENS)	23.000	EA
REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS) (TYPE 3)	24.000	EA
REFLECTORIZED TRAFFIC REGULATORY SIGN WITH SUPP. PLATE (ENCAPSULATED LENS)	4.000	EA
ASPHALT FOR FOG SEAL, GRADE CHPF-1	17,896.000	GAL

PROJECT NO. SAP-55(15)S
PEARL RIVER COUNTY

NOTICE TO CONTRACTORS:

CONTRACT TIME: 60 Working Days

The award, if made, will be made to the lowest qualified bidder on the basis of published quantities.

The Board of Supervisors hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement; minority business enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

PLANS AND SPECIFICATIONS are on file in the Office of the Chancery Clerk of Pearl River County, the County Engineer's office and the Office of the State Aid Engineer, 412 E. Woodrow Wilson Avenue, Jackson, Mississippi. This project shall be constructed in accordance with the latest edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction.

PLANS AND PROPOSALS may be secured from H. Les Dungan, III, County Engineer for Pearl River County, Mississippi, 925 Goodyear Blvd., Picayune. The Cost is fifty dollars (\$50.00) for plans and fifty dollars (\$50.00) for the proposal, non-refundable. Or official bid documents can be downloaded from Central Bidding at www.centralbidding.com.

Certified check or bid bond for five percent (5%) of the total bid, made payable to Pearl River County and the State of Mississippi must accompany each proposal.

Bidders are hereby notified that any proposal accompanied by letters qualifying in any manner the condition under which the proposal is tendered will be considered an irregular bid and such proposal will not be considered in making the award.

Sandy Kane Smith, President
Pearl River County Board of Supervisors

ORDER OF PEARL RIVER COUNTY BOARD OF SUPERVISORS AWARDING
CONTRACT AND ESTABLISHING PROJECT FUND FOR THE ABOVE NUMBERED PROJECT

WHEREAS, said Board has on this the 3rd day of August, 2023 received and opened bids on said project,
and

WHEREAS, We, the Board of Supervisors of Pearl River County, Mississippi, having advertised for bids
on the above numbered project and proof of publication of said advertisement having been filed with the
Clerk of the Board of Supervisors in the manner and form required by statute, and

WHEREAS, the lowest regular bid was submitted by RJM McQUEEN CONTRACTING, INC.
of COLLINS, MS in the amount of \$ 1,539,459.90.

NOW, THEREFORE, IT IS HEREBY ORDERED by the Board of Supervisors of Pearl River County that the
contract be awarded to RJM McQUEEN CONTRACTING, INC.
subject to approval of the State Aid Engineer, and that the President of the Board be and is hereby authorized
to execute the contract with the Contractor after a satisfactory performance bond has been furnished.

IT IS FURTHER ORDERED that the project fund in the amount of \$ 1,585,600
(including ~~5%~~ ^{3%} contingencies) and an additional amount, limited to 12% of contract construction cost, to cover
engineering services of \$ 184,700, be established by transferring a total of
\$ 1,770,300 * State Aid funds from Pearl River County's State Aid fund to a project fund and
earmarked for this project. The State Aid Engineer is hereby authorized to take such action as necessary to
effectuate this transfer. In case of unexpected overruns in costs which would increase the cost of the project
beyond the amount of the project fund established herein, the State Aid Engineer is further authorized to
transfer additional funds, limited to 10% of the construction costs, to the project fund as are needed to pay
such overruns in final construction costs.

IT IS FURTHER ORDERED that the President of the Board is hereby authorized to execute Supplemental
Agreements to the original contract which do not increase the cost of the project in excess of the project fund
authorized herein. It is also ordered that the State Aid Engineer be furnished a certified copy of this order.

[Signature]

President, Board of Supervisors
Pearl River County

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of
Supervisors of Pearl River County, Mississippi, entered upon the minutes of said Board of Supervisors, Minute
Book No. 235, Page No. _____, same having been adopted at a meeting of said Board of Supervisors on
the 7th day of August, 2023

Melinda S. Bauman by Kaelyn Davis
Clerk of Board of Supervisors

* \$1,491,243.00 STATE AID FUNDS

\$ 279,057.00 PEARL RIVER COUNTY CONTRIBUTION

Pearl River County

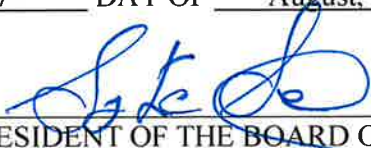
** PEARL RIVER COUNTY FUNDS ELIGIBLE FOR REIMBURSEMENT
BY BOARD ORDER WHEN STATE AID FUNDS BECOME AVAILABLE
(Rev. 1-14-98)

**ORDER OF THE BOARD OF SUPERVISORS AUTHORIZATION BOARD
PRESIDENT TO EXECUTE CONTRACTS ON BEHALF OF THE LPA FOR
PROJECT NO. STP-0055-00(040)/105201-701000 (RIDGE ROAD)**

Pearl River County Board of Supervisors authorizes Sandy Kane Smith, President Pearl River County Board of Supervisors to execute contracts on behalf of the LPA for Mississippi Department of Transportation (MDOT) Local Public Agency (LPA) Project No. STP-055-00(040)/105201-701000 (Ridge Road) as ordered and adopted the 7th day of August, 2023.

BE IT RESOLVED that the Pearl River County Board of Supervisors authorizes Sandy Kane Smith, President Pearl River County Board of Supervisors to execute contracts on behalf of the LPA for Project No. STP-055-00(040)/105201-701000 (Ridge Road).

ORDERED AND ADJUDGED ON THE 7th DAY OF August, 2023.

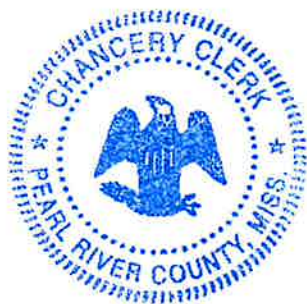


PRESIDENT OF THE BOARD OF SUPERVISORS

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

I, Melinda Bowman, Clerk of the Board of Supervisors of said County and State, do hereby certify that the above and foregoing is a true and correct copy of the ORDER OF THE BOARD OF SUPERVISORS OF PEARL RIVER COUNTY, MISSISSIPPI, as the same is duly recorded in Minutes of Board of Supervisors Book 235 at Page _____.

Witness my hand and seal of office on this the 7th day of August, 2023



Melinda S Bowman by Kalyn Davis DC
Clerk of the Board of Supervisors
Pearl River County, Mississippi



Harry Lee James, P.E.

State Aid Engineer
P. O. Box 1850
Jackson, Mississippi 39215
Phone (601)359-7150

412 Woodrow Wilson Avenue
Jackson, Mississippi 39216
Fax (601)359-7141
www.osarc.ms.gov
mail@osarc.state.ms.us

July 28, 2023

H. Les Dungan, III, P.E.
co County Engineer
1574 Hwy 98 East
Columbia, MS 39429

Dear Sir:

RE: **STATE AID PROJECT**
PROJECT NO. SAP-55(26)M
PEARL RIVER COUNTY

In accordance with your request, a final inspection has been made on the captioned project. The construction of this project has been complete, and the construction acceptance date is **July 11, 2023**. If deficiencies are found during the final audit process, we will contact you for additional information or documentation.

We have prepared and enclosed for your convenience the formal acceptance documents which include [two (2) copies of each, a Board Order and a joint letter of Acceptance to the contractor. We are requesting that you present these documents to the Board of Supervisors for official Board action. Upon execution of same, please return to Evelyn Hollins, Administrative Assistant, Office of State Aid Road Construction, P. O. Box 1850, Jackson, MS 39215-1850, one (1) copy of each, the Board Order and the joint letter of Acceptance, for the signature of the State Aid Engineer and/or the Executive Director of the Mississippi Department of Transportation.

Sincerely,

Harry Lee James, P. E.
State Aid Engineer

By: Evelyn Hollins
Administrative Assistant

Enclosure

pc: Huey P. Stockstill LLC
Hartford Accident and Indemnity Company
Pearl River County Board of Supervisors
MS Procurement Technical Assistance Program
Project File

**Harry Lee James, P.E.**

State Aid Engineer
 P. O. Box 1850
 Jackson, Mississippi 39215
 Phone (601)359-7150

412 Woodrow Wilson Avenue
 Jackson, Mississippi 39216
 Fax (601)359-714
www.osarc.ms.gov
mail@osarc.state.ms.us

July 28, 2023

Huey P. Stockstill, LLC
 P.O. Box 758
 Picayune, MS 39466

Gentlemen:

**RE: STATE AID PROJECT
 PROJECT NO. SAP-55(26)M
 PEARL RIVER COUNTY**

This is our formal notice that the above designated contract, including all provisions thereof, is hereby accepted and you are released from further responsibility under this contract effective upon signature of the State Aid Engineer.

Sincerely,

By:

President, Board of Supervisors

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

By:

Harry Lee James, P. E. State Aid Engineer
 Office of State Aid Road Construction

Date

HLJ/EH

pc: Hartford Accident and Indemnity Company
 Pearl River County Board of Supervisors
 H. Les Dungan, III, P.E., County Engineer
 Materials Division, 72-01
MS Procurement Technical Assistance Program
 State Tax Commission

ORDER OF THE BOARD OF SUPERVISORS OF **PEARL RIVER** COUNTY ACCEPTING
THE CONTRACT FOR **STATE AID PROJECT**
PROJECT NO. **SAP-55(26)M**

WHEREAS, the Board of Supervisors of Pearl River County, Mississippi awarded a contract to **Huey P. Stockstill LLC** , known as **STATE AID PROJECT** Project No.**SAP-55(26)M** ,

WHEREAS, the Pearl River County Engineer and the State Aid Engineer advise that they consider the construction portion of this contract to have been completed according to all its provisions and recommend that the Contractor be released from further maintenance responsibilities.

NOW, THEREFORE, IT IS HEREBY ORDERED by this Board that the contractor for the project designated above, be released from further maintenance responsibility under the contract, effective **July 11, 2023**.

IT IS FURTHER ORDERED that the President of the Board be and he is hereby authorized to sign, with the State Aid Engineer of the Mississippi Department of Transportation, a joint letter of formal contract acceptance to the Contractor, and that the Clerk of the Board transmit a certified copy of this order to the State Aid Engineer.

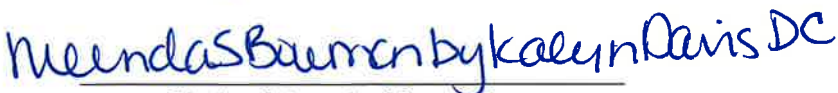


President, Board of Supervisors

PEARL RIVER COUNTY, MISSISSIPPI

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of Pearl River County, Mississippi, entered into the minutes of said Board of Supervisors, Minute Book No. _____, Page No. _____, same having been adopted at a meeting of said Board of Supervisors on the 7th day of August, 20 23.





Clerk of Board of Supervisors

PEARL RIVER COUNTY, MISSISSIPPI

Minute Book Text Detail

Book 0235 Page 24 RESCHEDULE TAX OBJECTION PUBLIC HEARING

Date 8/ 7/2023

ORDER TO RESCHEDULE THE 2023 TAX OBJECTION'S PUBLIC
HEARING UNTIL AUGUST 15, 2023, DUE TO THE PICAYUNE
ITEM NEWSPAPER FAILING TO PUBLISH THE NOTICE ON THE
PROPER DATE

There came on this day to be considered by the Board of
Supervisors of Pearl River County, Mississippi, the matter of
rescheduling the 2023 Tax Objection's Public Hearing due to paper
failing to publish notice on the proper date.

Upon motion made by Malcolm Perry and seconded by Hudson
Holliday, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to
approve to reschedule the 2023 Tax Objection's Public Hearing
until August 15, 2023, due to the Picayune Item newspaper failing
to publish the notice of the proper date. (See attached e-mails
and Proof of Publications)

Ordered and adopted, this the 7th day of August, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

PICAYUNE NEWSMEDIA, LLC
P.O. BOX 947
COLUMBIANA, AL 35051
(769) 717-5087

Advertising Invoice

PEARL RIVER COUNTY BOARD OF SUPERVI
P.O. BOX 569
POPLARVILLE MS 39470

Acct #: 203119
Date: 7/19/2023
Ad #: 1677769
Sales Rep: Brittany Schofield

Notes:

DESCRIPTION	START	STOP	INSERTS	AMOUNT
2023 TAX ROLLS	7/19/2023	7/19/2023	1	135.00

PAPER
Failed
to Publish
in PAPER
on July 19, 2023

Ad Text

PUBLIC NOTICE To the
Public and to the Taxpayers of
Pearl River County,
Mississippi: You are hereby
notified that the real and
personal property assessment
rolls of the above named
county for the year 2023 have
been equalized according to
law, and that said rolls are
ready for inspection and
examination and that any
objections to said rolls or any
assessment therein contained,
shall be made in writing and
filed with the clerk of the
Board of Supervisors of said
County, on or before the 7th of
August, 2023, at her office in
the Courthouse of said county,

Total: \$135.00
Tax: \$0.00
Net: \$135.00
Paid: \$0.00

Total Due: \$135.00

Publisher's Certificate of Publication

026

STATE OF MISSISSIPPI COUNTY OF PEARL RIVER

Dan Phelan, being duly sworn, on oath says he is and during all times herein stated has been an employee of Picayune Newsmedia, LLC publisher and printer of the Picayune Item and The Poplarville Democrat (the "Newspaper"), has full knowledge of the facts herein stated as follows:

1. The Newspaper printed the copy of the matter attached hereto (the "Notice") was copied from the columns of the Newspaper and was printed and published in the English language on the following days and dates:

07/19/23

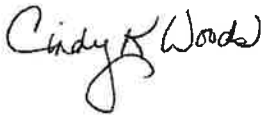
2. The sum charged by the Newspaper for said publication is the actual lowest classified rate paid by commercial customer for an advertisement of similar size and frequency in the same newspaper in which the Notice was published.

3. There are no agreements between the Newspaper, publisher, manager or printer and the officer or attorney charged with the duty of placing the attached legal advertising notice whereby any advantage, gain or profit accrued to said officer or attorney.



Dan Phelan, publisher

Subscribed and sworn to before me this
19th Day of July, 2023



Cindy Woods, Notary Public
State of Mississippi, County of Pearl River
My commission expires 05-11-2025

Account # 203119
Ad # 1677769

PEARL RIVER COUNTY BOARD OF SUPERVISORS
P.O. BOX 569
POPLARVILLE MS 39470

PUBLIC NOTICE

To the Public and to the Taxpayers of Pearl River County, Mississippi:

You are hereby notified that the real and personal property assessment rolls of the above named county for the year 2023 have been equalized according to law, and that said rolls are ready for inspection and examination and that any objections to said rolls or any assessment therein contained, shall be made in writing and filed with the clerk of the Board of Supervisors of said County, on or before the 7th of August, 2023, at her office in the Courthouse of said county, and that all assessments to which no objection is then and there made, will be finally approved by said Board of Supervisors, and that all assessments to which objection is made, and which may be corrected and properly determined by this Board, will be made final by this Board of Supervisors, and that said rolls and the assessments contained therein will be approved by this Board of Supervisors; and that,

1. This Board will be in session, for the purpose of hearing objections to the said assessments which may be filed, at the courthouse in the City of Poplarville, said County and State on the 7th day of August 2023.

2. This Board of Supervisors will remain in session from day to day until all objections, lawfully filed, shall have been disposed of and all proper corrections made in the said rolls.

Witness the signature and seal of the said Board of Supervisors this the 17th day of July 2023, and, The Board of Supervisors of Pearl River County,

By: Sandy Kane Smith
President, Board of Supervisors
Melinda Smith Bowman
Clerk, Board of Supervisors

July 19, 2023

[< Previous](#)[Next >](#)

Miss. Code Ann. § 27-35-95

Copy Citation

Current with 2023 Regular Session legislation signed by the Governor and effective upon passage through March 18, 2023. The final official version of the statutes affected by 2023 legislation will appear on Lexis Advance and Lexis+ in the fall of 2023.

[Mississippi Code 1972 Annotated](#) [Title 27. Taxation and Finance \(Chs. 1 – 117\)](#) [Chapter 35. Ad Valorem Taxes—Assessment \(Arts. 1 – 7\)](#) [Article 1. General Provisions. \(§§ 27-35-1 – 27-35-167\)](#)

§ 27-35-95. Meeting not held; objections to assessments; notice given of proper time.

If from any cause the meeting of the board of supervisors at which objections to assessments should be heard, be not held, then all such objections shall be continued and may be heard at the next meeting of the board, either regular, adjourned, or special. If the board fails to give the proper notice to the taxpayers of the meeting at which objections are to be heard, the board shall immediately proceed to give such notice and shall fix the time when it will hear and determine all objections to the assessments therein contained, and the board shall proceed and deal with the roll, or rolls, with all the powers and duties as are now provided by law, except as to the time. If the board fails to hold any meeting, or give any notice, or to perform any other duty in reference to the assessment roll, or rolls, at the time required by law, such duty shall be performed at a later date upon the giving of proper notice to persons affected.

History

Codes, 1892, § 3792; 1906, § 4304; Hemingway's 1917, § 6938; 1930, § 3167; 1942, § 9791; Laws, 1926, ch. 211.

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Miss. Code Ann. § 27-35-81

Copy Citation

Current with 2023 Regular Session legislation signed by the Governor and effective upon passage through March 18, 2023. The final official version of the statutes affected by 2023 legislation will appear on Lexis Advance and Lexis+ in the fall of 2023.

[Mississippi Code 1972 Annotated](#) [Title 27. Taxation and Finance \(Chs. 1 – 117\)](#) [Chapter 35. Ad Valorem Taxes—Assessment \(Arts. 1 – 7\)](#) [Article 1. General Provisions. \(§§ 27-35-1 – 27-35-167\)](#)

§ 27-35-81. When assessment rolls filed; board may extend time.

(1) If the assessment is conducted by or under the direction of the assessor, the assessor shall complete the assessment of both real and personal property and file the roll or rolls with the clerk of the board of supervisors on or before the first Monday in July of each year. He shall make an affidavit and append it to each roll, showing that he has faithfully endeavored to ascertain and assess all the persons and property in his county, that he has not omitted any person or thing, or placed upon, or accepted an under valuation of any property, through fear, favor or partiality, and that he has required every taxpayer to make the oath required to be taken by the person rendering a list of his taxable property wherever possible. The assessor shall file with the roll or rolls, under oath, a list showing the name of every taxpayer who has failed or refused to make oath to his tax lists.

(2) If the roll or rolls are not filed as required by this section on or before the first Monday in July of each year, the board of supervisors at its July meeting shall adopt an order showing the failure of the roll or rolls to be filed and shall certify to the Department of Revenue a statement showing such failure and the time necessary to complete the roll or rolls.

(3) Upon receipt of such certificate from the board of supervisors of any county, the Department of Revenue shall provide when such roll shall be completed and filed, and the date when the board of supervisors shall meet to equalize the roll or rolls, and the time when objections to the assessments contained in such roll or rolls, shall be heard by the board of supervisors, provided that not less than ten (10) days' notice shall be given prior to the hearing of such objections. When such roll or rolls shall be filed, they shall be dealt with in all respects as now provided by law except as to the time.



Codes, Hemingway's 1921 Supp § 7769a1; 1930, § 3161; 1942, § 9785; Laws, 1920, ch. 323; Laws, 1926, ch. 213; Laws, 2003, ch. 468, § 2; Laws, 2009, ch. 492, § 68, eff from and after July 1, 2010.

Mississippi Code 1972 Annotated
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031

ORDER FOR EQUALIZATION OF REAL AND PERSONAL PROPERTY
ASSESSMENT ROLLS FOR 2023 AND ADVERTISE THAT SAID ROLLS
ARE READY FOR INSPECTION

There came on this day to be considered by the Board of
Supervisors of Pearl River County, Mississippi, the matter of
Equalization of 2023 Real and Personal Property Assessment Rolls.

Upon motion made by Donald Hart and seconded by Malcolm Perry,
the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to
execute attached Order of the Board of Supervisors regarding 2023
Real and Personal Property Assessment Rolls Form 60-600 and
advertise that said rolls are ready for public inspection.
(See attachments)

Ordered and adopted, this the 17th day of July, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

206
032

STATE OF MISSISSIPPI
Pearl River _____ County,

**ORDER OF THE BOARD OF SUPERVISORS
RE: REAL AND PERSONAL PROPERTY ASSESSMENT ROLLS**

This day came on to be considered by the Board of Supervisors of Pearl River County, the matter of the assessment of personal property for the year 20 23 and of real property for the year 20 23 and it appearing affirmatively to this Board that Gary Beech, Tax Assessor of said County, has completed the assessment of both real and personal property for the said year; that the said assessor filed the real and personal property assessment rolls with the clerk of this Board of Supervisors on or before the 3rd of July, 20 23 as provided by law; and that said assessor made an affidavit and appended it to each of said rolls; that said affidavit showed that he/she has faithfully endeavored to ascertain and assess all the persons and property in said county; that he/she did not omit any person or thing, and did not place upon, or accept, an under-valuation of any property, through fear, favor or partiality; that he/she required every taxpayer to make the oath required to be taken by the person rendering a list of his/her taxable property, wherever possible; that the said assessor filed with the rolls, under oath, a list showing the name of every taxpayer who failed or refused to make oath to his/her tax list; that this Board of Supervisor, immediately at its July 17, 20 23 meeting proceeded to equalize the said rolls, and has completed such equalization at least ten (10) days before its August 7, 20 23 meeting; That said Tax Assessor attended the meeting of this Board of Supervisors, while it was considering said assessments of persons and property, from day to day, and that he/she rendered all assistance which his/her knowledge and information enabled him/her to give; and that at the said meeting, this Board of Supervisors did then and there cause to be assessed all persons and things, found to be omitted from said rolls, and caused to be correctly valued all property found to be under-valued; that this Board carefully examined the land roll and saw that it embraced all the land in said county, and that it represented said lands as being the property of individuals, or the State, or the United States, according to the fact; that it was taxable or not taxable according to law; that all such property is correctly described so as to be identified with certainty; that there are no double assessments; that all land improperly omitted from the real property rolls has been added thereto by this Board of Supervisors, or under its direction; that all land incorrectly and insufficiently described has been properly described; that all land which was not classed correctly or was under-valued has been classified and valued properly; that all corrections have been made in said rolls; and that all things required by law, have been done;

IT IS THEREFORE, ORDERED by the Board of Supervisors of the said County, that the said assessment rolls, and the assessments therein contained, be, and they are hereby approved, with corrections, subject to the right of parties in interest to be heard on all objections hereafter made by them, and subject to further changes and corrections by this Board, as Authorized by law.

It is further ordered by this Board of Supervisors that a notice be posted at the Courthouse, or Courthouses, in said County, and be Published in The Picayune Item, a newspaper published at Picayune, Mississippi, notifying the public and taxpayers of said county:

1. That the said assessment rolls, so equalized, are ready for inspection and examination, and
2. This Board will be in session for the purpose of hearing objections to the said assessments which may be file, at the Courthouse in the town of Poplarville, said county and state, on the 7th day, of August, 20 23; and
3. This Board will remain in session from day to day until all objections, lawfully files, shall have been disposed of, and all proper correction have been made in the roll.

It is further ordered by this Board that notice shall be given to the public and to the taxpayers of said county in the following form:

"PUBLIC NOTICE"

TO THE PUBLIC AND TO THE TAXPAYERS OF Pearl River County COUNTY, MISSISSIPPI:
"You are hereby notified that the real and personal property assessment rolls of the above named county, for the year 20 23 have been equalized according to law, and that said rolls are ready for inspection and examination and that any objections to said rolls or any assessment therein contained, shall be made in writing and filed with the clerk of the Board of Supervisors of said County, on or before the 7th of August, 20 23 at his/her office in the Courthouse of said county, and that all assessments to which no objection is then and there made, will be finally approved by said Board of Supervisors, and that all assessments to which objection is made, and which may be corrected and properly determined by this Board, will be made final by this Board of Supervisors, and that said rolls and the assessments contained therein will be approved by this Board of Supervisors; and that,

"1. This Board will be in session, for the purpose of hearing objections to the said assessments which may be filed, at the Court house in the town of Poplarville, said County and State on the 7th day of August, 20 23; and

"2. This Board of Supervisors will remain in session from day to day until all objections, lawfully filed, shall have been disposed of and all proper corrections made in the said rolls.

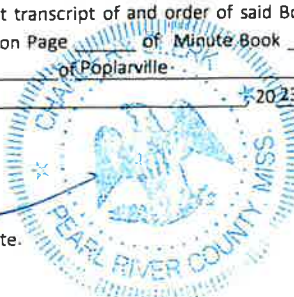
"Witness the signature and seal of the said Board of Supervisors the 17th day of July, 20 23, and, "THE BOARD OF SUPERVISORS OF Pearl River COUNTY

CLERK'S CERTIFICATE

I, Melinda Smith Bowman, Clerk of the Board of Supervisors of Pearl River County, State of Mississippi, do hereby certify that the foregoing is a true and correct transcript of and order of said Board of Supervisors, passed on the 17th date of July, 20 23 as the same appears on Page 234 of Minute Book 234 of said Board, now on file in the office of said Clerk in the town of Poplarville in said County.
Witness my hand and official seal, the 17th day of July, 20 23

Clerk of the Board of Supervisors of said County.

By Melinda Bowman
Clerk must be sure to fill the above and to affix his Seal to this Certificate.



207
033

PUBLIC NOTICE

To the Public and to the Taxpayers of Pearl River County, Mississippi:

You are hereby notified that the real and personal property assessment rolls of the above named county for the year 2023 have been equalized according to law, and that said rolls are ready for inspection and examination and that any objections to said rolls or any assessment therein contained, shall be made in writing and filed with the clerk of the Board of Supervisors of said County, on or before the 7th of August, 2023, at her office in the Courthouse of said county, and that all assessments to which no objection is then and there made, will be finally approved by said Board of Supervisors, and that all assessments to which objection is made, and which may be corrected and properly determined by this Board, will be made final by this Board of Supervisors, and that said rolls and the assessments contained therein will be approved by this Board of Supervisors; and that,

- 1. This Board will be in session, for the purpose of hearing objections to the said assessments which may be filed, at the courthouse in the City of Poplarville, said County and State on the 7th day of August 2023.**
- 2. This Board of Supervisors will remain in session from day to day until all objections, lawfully filed, shall have been disposed of and all proper corrections made in the said rolls.**

Witness the signature and seal of the said Board of Supervisors this the 17th day of July 2023, and,

The Board of Supervisors of Pearl River County,

**By: Sandy Kane Smith
President, Board of Supervisors
Melinda Smith Bowman
Clerk, Board of Supervisors**

Publish: July 19, 2023

~~208~~
034

PUBLIC NOTICE

To the Public and to the Taxpayers of Pearl River County, Mississippi:

You are hereby notified that the real and personal property assessment rolls of the above named county for the year 2023 have been equalized according to law, and that said rolls are ready for inspection and examination and that any objections to said rolls or any assessment therein contained, shall be made in writing and filed with the clerk of the Board of Supervisors of said County, on or before the 7th of August, 2023, at her office in the Courthouse of said county, and that all assessments to which no objection is then and there made, will be finally approved by said Board of Supervisors, and that all assessments to which objection is made, and which may be corrected and properly determined by this Board, will be made final by this Board of Supervisors, and that said rolls and the assessments contained therein will be approved by this Board of Supervisors; and that,

1. This Board will be in session, for the purpose of hearing objections to the said assessments which may be filed, at the courthouse in the City of Poplarville, said County and State on the 7th day of August 2023.

2. This Board of Supervisors will remain in session from day to day until all objections, lawfully filed, shall have been disposed of and all proper corrections made in the said rolls.

Witness the signature and seal of the said Board of Supervisors this the 17th day of July 2023, and, The Board of Supervisors of Pearl River County,

By: Sandy Kane Smith
President, Board of Supervisors
Melinda Smith Bowman
Clerk, Board of Supervisors

July 19, 2023

From: Public Notices <public.notices@picayuneitem.com>
Sent: Friday, July 28, 2023 8:20 AM
To: Adrain Lumpkin
Cc: Cindy Woods; Cindy Lee
Subject: Re: 2023 tax rolls
Attachments: LUMPKIN-61-1686279-1 (1).pdf

Good Morning,
My apologies Adrain. I have zeroed out the cost for the notice that was never published. I have scheduled the updated notice to publish on August 2nd, Proof is attached. I will send this over to the local office to get placed in the main section of the newspaper. Thank you!

***We will reply to your email within 24 hours. If you have not received confirmation within 24 hours, please email again or call us.**

Thank you,
Brittany Schofield
Public Notices Department
Phone: 205-280-5667

Picayune Item | Pearl River County

DEADLINE SCHEDULE

Regular Line Ad - Classified Section

Wednesday Publication - DL: Friday at 2pm

Display - Classified or Regular Section

Wednesday Publication - DL: Friday at 9am

Unless otherwise specified by the client, the attached public notice will publish in the public notice section of the classifieds on the dates specified on the proof.

On Thu, Jul 27, 2023 at 4:05 PM Adrain Lumpkin <alumpkin@pearlrivercounty.net> wrote:

I have searched the July 19th paper and can not find where the add was run. Would you please publish the attached add in the Picayune Item on August 2, 2023?

I am required by law to publish the public hearing notice 10 days before the meeting and there is no way to get the same notice published in the correct time.

Please publish the revised notice in the regular section of the paper and send proof.

Thanks,

Adrain Lumpkin, Jr.
County Administrator
Pearl River County

036

PUBLIC NOTICE

To the Public and to the Taxpayers of Pearl River County, Mississippi:

You are hereby notified that the real and personal property assessment rolls of the above named county for the year 2023 have been equalized according to law, and that said rolls are ready for inspection and examination and that any objections to said rolls or any assessment therein contained, shall be made in writing and filed with the clerk of the Board of Supervisors of said County, on or before the 14th of August, 2023, at her office in the Courthouse of said county, and that all assessments to which no objection is then and there made, will be finally approved by said Board of Supervisors, and that all assessments to which objection is made, and which may be corrected and properly determined by this Board, will be made final by this Board of Supervisors, and that said rolls and the assessments contained therein will be approved by this Board of Supervisors; and that,

- 1. This Board will be in session, for the purpose of hearing objections to the said assessments which may be filed, at the courthouse in the City of Poplarville, said County and State on the 14th day of August 2023.**
- 2. This Board of Supervisors will remain in session from day to day until all objections, lawfully filed, shall have been disposed of and all proper corrections made in the said rolls.**

Witness the signature and seal of the said Board of Supervisors this the 17th day of July 2023, and,

The Board of Supervisors of Pearl River County,

By: Sandy Kane Smith

037

President, Board of Supervisors

Melinda Smith Bowman

Clerk, Board of Supervisors

Publish: August 2, 2023

From: Public Notices <public.notices@picayuneitem.com>
Sent: Wednesday, July 26, 2023 2:40 PM
To: Adrain Lumpkin <alumpkin@pearlrivercounty.net>
Cc: Cindy Woods <cindy.woods@picayuneitem.com>
Subject: Re: 2023 tax rolls

Good afternoon,

I have CC'd Cindy in the local office to attach the tearsheet for the notice since it ran in the main body of the newspaper.

Cindy can you please send the tearsheets for the 19th?

***We will reply to your email within 24 hours. If you have not received confirmation within 24 hours, please email again or call us.**

Thank you,

Brittany Schofield

Public Notices Department

Phone: 205-280-5667

[Picayune Item | Pearl River County](#)

DEADLINE SCHEDULE

Regular Line Ad - Classified Section

Wednesday Publication - DL: Friday at 2pm

Display - Classified or Regular Section

Wednesday Publication - DL: Friday at 9am

****Unless otherwise specified by the client, the attached public notice will publish in the public notice section of the classifieds on the dates specified on the proof.****

On Wed, Jul 26, 2023 at 2:35 PM Adrain Lumpkin <alumpkin@pearlrivercounty.net> wrote:

I am trying to verify that the below referenced notice was published on the 19th.

Thanks,

Adrain

From: Public Notices <public.notices@picayuneitem.com>

Sent: Thursday, July 13, 2023 7:28 AM

To: Adrain Lumpkin <alumpkin@pearlrivercounty.net>

Subject: Re: 2023 tax rolls

Great, Thanks!

We will reply to your email within 24 hours. If you have not received confirmation within 24 hours, please email again or call us.

Thank you,

039

Brittany Schofield

Public Notices Department

Phone: 205-280-5667

Picayune Item | Pearl River County

DEADLINE SCHEDULE

Regular Line Ad - Classified Section

Wednesday Publication - DL: Friday at 2pm

Display - Classified or Regular Section

Wednesday Publication - DL: Friday at 9am

Unless otherwise specified by the client, the attached public notice will publish in the public notice section of the classifieds on the dates specified on the proof.

On Thu, Jul 13, 2023 at 7:26 AM Adrain Lumpkin <alumpkin@pearlrivercounty.net> wrote:

Please publish. Proof accepted

Thanks

Adrain Lumpkin

County Administrator

Sent from my iPhone

On Jul 13, 2023, at 7:10 AM, Public Notices <public.notices@picayuneitem.com> wrote:

Good Morning,

I have attached a new proof as a display for the regular section. The other ad has been deleted.

Proof attached for review and approval.

The cost of this notice is \$135.00. Please review the billing information on page one of the proof, the account # is 203119, the ad # is 1677769.

Please note: If there are any special instructions (ex. tearsheets, additional affidavit copies), please let us know prior to the deadline and we will do our best to accommodate you!

***We will reply to your email within 24 hours. If you have not received confirmation within 24 hours, please email again or call us.**

Thank you,

Brittany Schofield

Public Notices Department

Phone: 205-280-5667

Picayune Item | Pearl River County

DEADLINE SCHEDULE

Regular Line Ad - Classified Section

Wednesday Publication - DL: Friday at 2pm

Display - Classified or Regular Section

Wednesday Publication - DL: Friday at 9am

Unless otherwise specified by the client, the attached public notice will publish in the public notice section of the classifieds on the dates specified on the proof. 041

On Wed, Jul 12, 2023 at 4:01 PM Adrain Lumpkin <alumpkin@pearlrivercounty.net> wrote:

Please publish this in the non-legal section of the paper as required by law.

Thanks,

Adrain

From: Public Notices <public.notices@picayuneitem.com>
Sent: Wednesday, July 12, 2023 12:32 PM
To: Adrain Lumpkin <alumpkin@pearlrivercounty.net>
Subject: Re: 2023 tax rolls

Good Afternoon,

Proof attached for review and approval.

The cost of this notice is \$38.28. Please review the billing information on page one of the proof, the account # is 203119, the ad # is 1677469.

Please note: If there are any special instructions (ex. tearsheets, additional affidavit copies), please let us know prior to the deadline and we will do our best to accommodate you!

***We will reply to your email within 24 hours. If you have not received confirmation within 24 hours, please email again or call us.**

Thank you,

042

Brittany Schofield

Public Notices Department

Phone: 205-280-5667

Picayune Item | Pearl River County

DEADLINE SCHEDULE

Regular Line Ad - Classified Section

Wednesday Publication - DL: Friday at 2pm

Display - Classified or Regular Section

Wednesday Publication - DL: Friday at 9am

****Unless otherwise specified by the client, the attached public notice will publish in the public notice section of the classifieds on the dates specified on the proof.****

On Wed, Jul 12, 2023 at 10:47 AM Adrain Lumpkin <alumpkin@pearlrivercounty.net> wrote:

Please publish the attached notice on July 19, 20203 in the Picayune Item. Please send proof of publication and invoice to Pearl River County Board of Supervisors, P.O. Box 569, Poplarville, MS 39470. I have the notice attached in a word document as well as posted into the body of the email.

Thanks,

Adrain Lumpkin, Jr.

County Administrator

PUBLIC NOTICE

To the Public and to the Taxpayers of Pearl River County, Mississippi:

You are hereby notified that the real and personal property assessment rolls of the above named county for the year 2023 have been equalized according to law, and that said rolls are ready for inspection and examination and that any objections to said rolls or any assessment therein contained, shall be made in writing and filed with the clerk of the Board of Supervisors of said County, on or before the 7th of August, 2023, at her office in the Courthouse of said county, and that all assessments to which no objection is then and there made, will be finally approved by said Board of Supervisors, and that all assessments to which objection is made, and which may be corrected and properly determined by this Board, will be made final by this Board of Supervisors, and that said rolls and the assessments contained therein will be approved by this Board of Supervisors; and that,

- 1. This Board will be in session, for the purpose of hearing objections to the said assessments which may be filed, at the courthouse in the City of Poplarville, said County and State on the 7th day of August 2023.**
- 2. This Board of Supervisors will remain in session from day to day until all objections, lawfully filed, shall have been disposed of and all proper corrections made in the said rolls.**

Witness the signature and seal of the said Board of Supervisors this the 17th day of July 2023, and,

The Board of Supervisors of Pearl River County,

By: Sandy Kane Smith

President, Board of Supervisors

Melinda Smith Bowman

Clerk, Board of Supervisors

Publish: July 19, 2023

<LUMPKIN-75-1677769-1.pdf>

PUBLIC NOTICE**To the Public and to the Taxpayers of Pearl River County, Mississippi:**

You are hereby notified that the real and personal property assessment rolls of the above named county for the year 2023 have been equalized according to law, and that said rolls are ready for inspection and examination and that any objections to said rolls or any assessment therein contained, shall be made in writing and filed with the clerk of the Board of Supervisors of said County, on or before the 14th of August, 2023, at her office in the Courthouse of said county, and that all assessments to which no objection is then and there made, will be finally approved by said Board of Supervisors, and that all assessments to which objection is made, and which may be corrected and properly determined by this Board, will be made final by this Board of Supervisors, and that said rolls and the assessments contained therein will be approved by this Board of Supervisors; and that,

This Board will be in session, for the purpose of hearing objections to the said assessments which may be filed, at the courthouse in the City of Poplarville, said County and State on the 14th day of August 2023.

This Board of Supervisors will remain in session from day to day until all objections, lawfully filed, shall have been disposed of and all proper corrections made in the said rolls.

Witness the signature and seal of the said Board of Supervisors this the 17th day of July 2023, and,

The Board of Supervisors of Pearl River County,

By: Sandy Kane Smith President, Board of Supervisors

Melinda Smith Bowman Clerk, Board of Supervisors

August 2, 2023

Proof

Client	PEARL RIVER COUNTY BOARD OF SUPERVISORS	Phone	(601) 403-2300
Address	ADRAIN LUMPKIN P.O. BOX 569	Email	alumpkin@pearlrivercounty. net
		Fax	

AD #	1686279	Requested By	PEARL RIVER COUNTY BOARD OF SUPERVISORS
Account	203119	PO #	ADRAIN LUMPKIN
Class	0	Created By	
Start Date	08/02/23	Creation Date	BRITTANY.SCH
End Date	08/02/23	Dimensions	07/28/2023
Run Dates	1	Price	3 X 4.0
Pubs	The Picayune Item		\$135.00
Order #	1686279		

Sales Rep	Brittany Schofield	Phone	
		Email	brittany.schofield@shelbycount- tyreporter.com
		Fax	

047

WWW.PICAYUNEITEM.COM

SPORTS

WEDNESDAY, AUGUST 2, 2023 • 6A

PUBLIC NOTICE

To the Public and to the Taxpayers of Pearl River County, Mississippi:

You are hereby notified that the real and personal property assessment rolls of the above named county for the year 2023 have been equalized according to law, and that said rolls are ready for inspection and examination and that any objections to said rolls or any assessment therein contained, shall be made in writing and filed with the clerk of the Board of Supervisors of said County, on or before the 14th of August, 2023, at her office in the Courthouse of said county, and that all assessments to which no objection is then and there made, will be finally approved by said Board of Supervisors, and that all assessments to which objection is made, and which may be corrected and properly determined by this Board, will be made final by this Board of Supervisors, and that said rolls and the assessments contained therein will be approved by this Board of Supervisors; and that,

This Board will be in session, for the purpose of hearing objections to the said assessments which may be filed, at the courthouse in the City of Poplarville, said County and State on the 14th day of August 2023.

This Board of Supervisors will remain in session from day to day until all objections, lawfully filed, shall have been disposed of and all proper corrections made in the said rolls.

Witness the signature and seal of the said Board of Supervisors this the 17th day of July 2023, and,

The Board of Supervisors of Pearl River County,

By: Sandy Kane Smith President, Board of Supervisors

Melinda Smith Bowman Clerk, Board of Supervisors

August 2, 2023

Publisher's Certificate of Publication 048

STATE OF MISSISSIPPI COUNTY OF PEARL RIVER

Dan Phelan, being duly sworn, on oath says he is and during all times herein stated has been an employee of Picayune Newsmedia, LLC publisher and printer of the Picayune Item and The Poplarville Democrat (the "Newspaper"), has full knowledge of the facts herein stated as follows:

1. The Newspaper printed the copy of the matter attached hereto (the "Notice") was copied from the columns of the Newspaper and was printed and published in the English language on the following days and dates:

08/02/23

2. The sum charged by the Newspaper for said publication is the actual lowest classified rate paid by commercial customer for an advertisement of similar size and frequency in the same newspaper in which the Notice was published.

3. There are no agreements between the Newspaper, publisher, manager or printer and the officer or attorney charged with the duty of placing the attached legal advertising notice whereby any advantage, gain or profit accrued to said officer or attorney.



Dan Phelan, publisher

Subscribed and sworn to before me this
2nd Day of August, 2023



Cindy Woods, Notary Public
State of Mississippi, County of Pearl River
My commission expires 05-11-2025

Account # 203119
Ad # 1686279

PEARL RIVER COUNTY BOARD OF SUPERVISORS
P.O. BOX 569
POPLARVILLE MS 39470

PUBLIC NOTICE

To the Public and to the Taxpayers of Pearl River County, Mississippi:

You are hereby notified that the real and personal property assessment rolls of the above named county for the year 2023 have been equalized according to law, and that said rolls are ready for inspection and examination and that any objections to said rolls or any assessment therein contained, shall be made in writing and filed with the clerk of the Board of Supervisors of said County, on or before the 14th of August, 2023, at her office in the Courthouse of said county, and that all assessments to which no objection is then and there made, will be finally approved by said Board of Supervisors, and that all assessments to which objection is made, and which may be corrected and properly determined by this Board, will be made final by this Board of Supervisors, and that said rolls and the assessments contained therein will be approved by this Board of Supervisors; and that,

This Board will be in session, for the purpose of hearing objections to the said assessments which may be filed, at the courthouse in the City of Poplarville, said County and State on the 14th day of August 2023.

This Board of Supervisors will remain in session from day to day until all objections, lawfully filed, shall have been disposed of and all proper corrections made in the said rolls.

Witness the signature and seal of the said Board of Supervisors this the 17th day of July 2023, and,

The Board of Supervisors of Pearl River County,

By: Sandy Kane Smith President, Board of Supervisors

Melinda Smith Bowman Clerk, Board of Supervisors

August 2, 2023

PICAYUNE NEWSMEDIA, LLC
P.O. BOX 947
COLUMBIANA, AL 35051
(769) 717-5087

Advertising Invoice

049

PEARL RIVER COUNTY BOARD OF SUPERVI
P.O. BOX 569
POPLARVILLE MS 39470

Acct #: 203119
Date: 8/2/2023
Ad #: 1686279
Sales Rep: Brittany Schofield

Notes:

DESCRIPTION	START	STOP	INSERTS	AMOUNT
2023 TAX ROLLS	8/2/2023	8/2/2023	1	135.00

Ad Text

PUBLIC NOTICETo the
Public and to the Taxpayers of
Pearl River County,
Mississippi: You are hereby
notified that the real and
personal property assessment
rolls of the above named
county for the year 2023 have
been equalized according to
law, and that said rolls are
ready for inspection and
examination and that any
objections to said rolls or any
assessment therein contained,
shall be made in writing and
filed with the clerk of the
Board of Supervisors of said
County, on or before the 14th
of August, 2023, at her office
in the Courthouse of said

Total:	\$135.00
Tax:	\$0.00
Net:	\$135.00
Paid:	\$0.00

Total Due: \$135.00

ORDER TO APPROVE TAX ASSESSOR/COLLECTOR'S AGENDA ITEM

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of Tax Assessor/Collector's Agenda Item.

Upon motion made by Malcolm Perry and seconded by Jason Spence, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following Tax Assessor/Collector's Agenda Item as listed with attachments:

- A. Authorize Clerk to readvertise for Personal Property Tax Maintenance bids.

Ordered and adopted, this the 7th day of August, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None



GARY BEECH
PEARL RIVER COUNTY
TAX ASSESSOR AND COLLECTOR
P.O. BOX 509
POPLARVILLE, MISSISSIPPI 38470

PHONE:
ASSESSOR - COLLECTOR
801-403-2224
801-740-7740

August 1, 2023

Please authorize Clerk to advertise for Personal Property Tax Maintenance bids.

Thank you,



Gary Beech

ORDER TO APPROVE EMERGENCY SERVICES AGENDA ITEMS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of Emergency Services Agenda Items.

Upon motion made by Malcolm Perry and seconded by Jason Spence, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following Emergency Services Agenda Items as listed with attachments:

- A. Authorize Fire Coordinator to sign Mississippi Forestry Commission Rural Fire Assistance Fire Fighter Program (FEPP) Cooperative Equipment Agreement.
- B. Authorize President to sign EMA-2023-EP-00009-SO1 Emergency Management Performance Grant (EMPG).
- C. Approve request to accept the quote from Taylor Power Systems, the lowest and best quote, in the amount of \$7,950.00 to be purchased and installed at Pine Grove Station 1.
- D. Accept funds from McNeill Volunteer Fire Department to Pearl River County and approve request to handle all purchasing and payment of funds for the Department.

Ordered and adopted, this the 7th day of August, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None



Office of Emergency Services

August 7th, 2023

To: The Honorable Board of Supervisors of Pearl River County

RE: MS Forestry Commission Rural Fire Assistance Cooperative Agreement.

The Office of Emergency Services request the Board review and authorize the Fire Coordinator to sign the attached Cooperative Agreement with the Mississippi Forestry Commission.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Shawn C. Wise'.

Shawn C. Wise
Pearl River County Office of Emergency Services



Mississippi Forestry Commission

Rural Fire Assistance

Fire Fighter Program (FFP)

Federal Excess Property Program (FEPP)

Cooperative Equipment Agreement

054

Fire Fighter Program (FFP)

THE COOPERATOR AGREES:

1. To obtain, prior to operation of said equipment, and continue in effect, for the duration of the agreement, liability insurance in the amount required by State law to cover the operation of said equipment.
2. To convert said equipment into a viable fire suppression or emergency response unit and to paint equipment, if necessary, to ensure there are no military colors or markings on the equipment. Vehicles or other said equipment should be painted red, yellow, or white, and be in operating conditions within SIX (6) MONTHS from the date of original signed agreement. COOPERATOR will provide shelter adequate to protect equipment from vandalism and adverse weather. The Mississippi Forestry Commission (MFC) may extend this time frame an additional SIX MONTHS upon written request and approval. Requests must be submitted to the state FFP manager 30 days prior to deadline.
3. If equipment acquired through this agreement is not in operational condition after such an extension, the agreement will become null and void and the equipment will be returned at the COOPERATOR's expense. Any improvements or modifications made to the equipment may be removed prior to repossession.
4. To insure add on tanks, pumps, hose reels, etc. will not cause the vehicle in the agreement to exceed the G.V.W.R.
5. To make equipment available for inspection by the MFC.
6. In the event the equipment becomes inoperable and beyond repair before the end of the agreement, a certified mechanic must inspect equipment to verify that it is inoperable. All documentation must be sent to the MFC.
7. The COOPERATOR will bear the entire cost of maintenance, repair, and operation of this equipment while in COOPERATOR'S possession.
8. To indemnify and hold harmless the MFC from any and all claims, losses, damages, costs, expenses, or injuries to persons or property alleged to have been involved with, arising out of, or resulting from the Cooperator's use, possession, custody, or control of the equipment.
9. COOPERATOR will be responsible for worker's compensation for any individual injury while using, repairing, or operating said equipment, and for any and all claims related to said equipment and/or its use.
10. Equipment acquired under this agreement is for the exclusive use for fire protection and other emergency response for which the COOPERATOR has jurisdictional authority. **ANY OTHER USE, INCLUDING PERSONAL, MUNICIPAL, OR COUNTY, IS PROHIBITED.**
11. COOPERATOR is required to keep equipment operational for a minimum of 1 year before normal disposal. If equipment becomes uneconomical to operate, a waiver to this may be granted by obtaining approval from the MFC.
12. COOPERATOR is required to follow state and local laws pertaining to the disposal of public property when disposing of FFP equipment. The proceeds from the sale of any vehicle and/or other equipment **MUST BE EARMARKED FOR FIRE SERVICES.** COOPERATOR must complete a Property Disposal Form (RFA-1602). All documentation on said equipment must be kept for seven (7) years after final disposition of said equipment. Copies of final disposition paperwork shall be sent to the MFC.
13. COOPERATOR must comply with NFPA 1901- Standard for Fire Apparatus and NFPA 1906- Standard for Wildland Fire Apparatus as applicable for water tank construction or modification on said equipment.

Federal Excess Personal Property (FEPP)

THE COOPERATOR AGREES:

1. To equip, outfit, paint, modify the equipment and/or do whatever is necessary to place the equipment in active fire service within six (6) months from the date of delivery of the equipment and provide shelter adequate to protect it from vandalism and adverse weather. This equipment may not be modified without the written approval of the FEPP Coordinator.
2. To obtain, prior to the use of the equipment and continue in effect for the duration of the original agreement, motor vehicle liability insurance not less than the amount required by Mississippi law to cover the operation and use of the equipment. **The US Forest Service will be listed as Lessor or Additional Insured. Proof of insurance will be mailed to the FEPP Coordinator yearly.**
3. To indemnify and hold harmless the MFC and the USDA Forest Service from any and all claims, losses, damages, costs, expenses, or injuries to persons or property alleged to have been involved with, arising out of, or resulting from the Cooperator's use, possession, custody, or control of the equipment.
4. That all drivers of the equipment will complete an Emergency Vehicle Driver course.

055

5. To comply with NFPA 1901- Standard for Fire Apparatus and NFPA 1906- Standard for Wildland Fire Apparatus as applicable for water tank construction or modification on said equipment.
6. To insure add on tanks, pumps, hose reels, etc. will not cause the vehicle in the agreement to exceed the G.V.W.R.
7. To provide all necessary maintenance and repairs to the equipment which at a minimum shall be in accordance with the equipment's manufacturers maintenance plan.
8. May only be acquired for and used in fire suppression activities. **ANY OTHER USE, INCLUDING PERSONAL, MUNICIPAL, OR COUNTY, IS ILLEGAL.**
9. Equipment will be available for inspection upon request.

IT IS MUTUALLY AGREED:

1. Title to the equipment shall remain with the United States Forest Service.
2. The equipment may not be sold, junked, traded, cannibalized, or disposed of, but must be returned, at the Volunteer Fire Department's expense, to the MFC for final disposition.
3. Upon the termination of the original agreement, the equipment shall be returned to the MFC in the same condition that the Cooperator received the equipment except for reasonable wear and tear.

The agreement shall be in effect from the date of original execution by the Mississippi Forestry Commission and will continue in force unless terminated by either party by a thirty (30) day written notice to the other, or the return of property. The Cooperator agrees to continue to abide by the rules and regulations as outlined above for all equipment received through both programs.



MFC RFA Representative (Signature)

7/18/2023

Date



Fire Coordinator/Representative (Signature)

8.7.23

Date

Fire Coordinator/Representative (Print)

County (Print)





August 7th, 2023

To: The Honorable Board of Supervisors of Pearl River County

RE: Emergency Management Performance Grant Award Letter

The Office of Emergency Services request the Board review the FY 2023 Emergency Management Performance Grant (EMPG) award Letter from the Mississippi Emergency Management Agency (MEMA) in the amount of \$44,809.00, and the Board President sign same.

Respectfully,

Shawn C. Wise
Pearl River County Office of Emergency Services





State of Mississippi

TATE REEVES
Governor

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

STEPHEN C. McCRAVEY
EXECUTIVE DIRECTOR

July 11, 2023

Emergency Management Director
Pearl River County Emergency Management Agency
810 Hwy 11 South
Poplarville, MS 39470

Re: EMA-2023-EP-00009-S01 Emergency Management Performance Grant

Dear Mr. Wise,

We are pleased to inform you that the above referenced Emergency Management Performance Grant (EMPG) has been approved and funded as indicated on the attached Grant Program Agreement. The State of Mississippi was awarded \$4,521,598.00 for the FY 2023 Emergency Management Performance Grant on July 10, 2023. The above-mentioned Federal Award is not being obligated for research and development.

There is no applicable indirect cost rate for the above-mentioned federal award. Details of the award are as follows:

Federal Awarding Agency: U.S. Department of Homeland Security

Federal Award Identification Number: EMA-2023-EP-00009-S01

Federal Award Date: July 10, 2023

Federal Award Project Description: Implementation of the National Preparedness System and support the National Preparedness Goal of a secure and resilient nation. Investment in closing identified capability gaps and sustaining high priority capabilities.

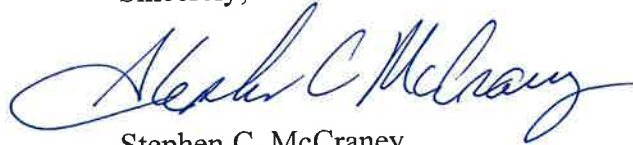
Assistance Listings Number and Title: 97.042 Emergency Management Performance Grant

The enclosed EMPG Subrecipient Program Agreement identifies the total amount of the federal award obligated to the subrecipient. **The enclosed Program Agreement should be signed and returned to this office no later than Friday, August 18, 2023.**

Should you have any questions, please feel free to contact one of our EMPG grants specialist.

Please let me know if I can be of further assistance.

Sincerely,



Stephen C. McCraney
Executive Director

Enclosure

**EMERGENCY MANAGEMENT PERFORMANCE GRANT
PROGRAM AGREEMENT**

GRANTOR: Federal Emergency Management Agency

RECIPIENT: Mississippi Emergency Management Agency

SUB-RECIPIENT: Pearl River County Emergency Management Agency

GRANT PERIOD: October 1, 2022 – September 30, 2023

AWARD AMOUNT: \$44,809.90

As the State of Mississippi's recipient of the Emergency Management Performance Grant (EMPG), the Mississippi Emergency Management Agency (MEMA), hereby awards EMPG funds to the above Sub-recipient. The interest and responsibilities of the Sub-recipient will be executed by the Sub-recipient's designated applicant's agent.

The Sub-recipient agrees and understands that:

1. The amount indicated by this agreement is a subaward.
2. He/She has legal authority to apply for these funds on behalf of the Sub-recipient.
3. The Sub-recipient must provide the required 50% cost share matching funds.
4. The Sub-recipient will use EMPG funds solely for the purposes for which these funds are provided and as approved by the Executive Director of MEMA.
5. The Sub-recipient will complete the eligibility requirements as listed in the EMPG Performance Standards Report.
6. All reimbursement payments will be made after MEMA receives all required reimbursement documentation.
7. If applicable, the Sub-recipient will complete the Federal Funding Accountability and Transparency Act (FFATA) form and return it to MEMA.
8. The Sub-recipient will give state and federal agencies access to and the right to determine all records and documents related to the use of EMPG funds.
9. The Sub-recipient will comply with all applicable provisions of federal and state laws and regulations in regard to procurement of goods and services as outlined in 2 C.F.R §§200.317 - 200.327.

10. The Sub-recipient will provide the recipient copies of audit reports that include funds provided under this agreement.
11. The Sub-recipient agrees all expenditures incurred will be during the period of performance as listed.
12. The Sub-recipient agrees to complete the close out process for this grant within 60 days after the grant's Period of Performance end date, or once all funds are exhausted.
13. There shall be no changes to this agreement unless mutually agreed upon, in writing, by both parties to the agreement.

If the Sub-recipient violates any of the conditions of the agreement, or applicable federal and state regulations, the State shall notify the Sub-recipient that EMPG funds will be withheld until such violation has been corrected to the satisfaction of the State.

The undersigned does hereby agree with all terms and conditions of this agreement.


Sub-recipient's Designated Applicant's Agent

8-7-23
Date


Stephen C. McCraney, Executive Director
Mississippi Emergency Management Agency

7-19-23
Date



Office of Emergency Services

August 7th, 2023

To: The Honorable Board of Supervisors of Pearl River County

RE: Generator Pinegrove VFD-Accept lowest quote.

The Office of Emergency Services request the Board review and accept the lowest quote for a 26Kw generator, from Taylor Power for \$7950.00, to be installed at Pinegrove Station 1.

Respectfully,

Shawn C. Wise
Pearl River County Office of Emergency Services



**Pine Grove Volunteer Fire Department
Post Office Box 1812
Picayune, Mississippi 39466**

VIA Email - swise@pearlrivercounty.net

August 1, 2023

Pearl River County Board of Supervisors
Pearl River County Emergency Management Agency
Poplarville, Mississippi

Pine Grove Volunteer Fire Department Board of Directors respectfully requests the Pearl River County Board of Supervisors to review the attached quotes for a 26KW generator system to be installed at Pine Grove Volunteer Fire Station #1, 86 Pine Grove Road, Picayune, Mississippi.

Pine Grove Volunteer Fire Department requests that the Pearl River County Board of Supervisors to accept the quote from Taylor Power Systems in the amount of \$7950.00 and Sullivan Electric in the amount of \$1860.00. We currently have an LP tank at the station with the necessary gas connections to power the system.

Please issue a Purchase Order number so that we can order the generator and have it installed as soon as possible. As you are aware, we are in hurricane season and the installation of the generator will greatly help our volunteers should that need arise and also ensure power to the station that is used as a voting precinct for all elections.

Your prompt attention to this matter is greatly appreciated.

Sincerely,

Joseph V. Smith III
Board President



Enclosures: Quotes Taylor Power Systems, Sullivan Electric, The Generator Store

063

Fwd: TAYLOR POWER SYSTEMS HOME GENERATOR (SCOTT SULLIVAN)

Scott Sullivan (ssullivan@electric2020@gmail.com)

ssullivan@electric2020@gmail.com

Forwarded: July 18, 2023 at 04:59 PM CDT

Here is the estimate I was sent on a 26 K Briggs and Stratton with 200 AMP ATS, pad and battery. This estimate was for the Crossroads station. Sure the price would be the same

----- Forwarded message -----

From: Ryan Montgomery <RMontgomery@taylorpower.com>

Date: Mon, May 15, 2023 at 9:13 AM

Subject: TAYLOR POWER SYSTEMS HOME GENERATOR (SCOTT SULLIVAN)

Scott Sullivan <ssullivan@electric2020@gmail.com>

Good morning Scott,

The bill is well. Attached is the quote for the PP26KW Briggs & Stratton generator (6yr warranty) with 200-amp ATS, battery, and pad.

We do have all of this in stock currently.

Let me know if there is anything else you need.



Ryan M Montgomery

Residential Sales

Office : (801)932-5874

Mobile : (801)575-4622

Email : rmontgomery@taylorpower.com

347 Industrial Park Drive

Cotton, MS 39056

www.taylorpower.com

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Scott Sullivan PP26KW (6yr).pdf

064



Sales Quote

Quote: TPS-Q-21449-1
Date: May 15, 2023
User: Ryan Montgomery



Taylor Power Residential Series 26kW LP & 24kW NG Generator

065



Sales Quote

Quote: TPS-Q-21449-1
 Date: May 15, 2023
 User: Ryan Montgomery

Sullivan Electric

(Carriere)5455 Mississippi 43 North

5455 Mississippi 43 North

Phone: (601)347-4872

Carriere, MS 39426

Email: ssullivanelectric2020@gmail.com

Sullivan Electric -PP26KW w/ 200-amp ATS &
Pad

Terms: Due Upon Receipt

Taylor 26kW LP & 24kW NG Residential Series

EPA Stationary Standby, 120/240V Single Phase, 60 Hz

Quantity: 1

Unit Features

Aluminum Enclosure, Air Cooled, GC-1032 Controller, 6-Year Warranty

3" Standard Generator Pad, Pre-Drilled

200 Amp Service Entrance Rated Symphony II Automatic Transfer Switch

066



Sales Quote

Quote: TPS-Q-21449-1

Date: May 15, 2023

User: Ryan Montgomery

Scott Sullivan (601)347-4872
ssullivanelectric2020@gmail.com

067



Sales Quote

Quote: TPS-Q-21449-1
 Date: May 15, 2023
 User: Ryan Montgomery

Terms & Conditions

Note: Quoted price does not include any applicable taxes, fees, or rigging.

Terms: Net 30 days with approved credit from date of invoice, otherwise COD. A 1.5% finance charge will be applied to all past due accounts. No retainage Allowed. Taylor Power Systems, Inc. is a manufacturer and not a contractor. Payment must be prompt and complete subject to Terms of Payment.

Shipment: If a completed product remains at Taylor Power Systems' Clinton, Mississippi facility longer than 30 days from the date of initial invoice, a \$500 storage fee will be applied per unit every 30 days until shipment of the product. Taylor Power Systems' responsibility of a product ceases with the transfer of said product to a transportation carrier. Claims for damage in transit must be made by the customer against the carrier. It is the responsibility of the customer to inspect the product before acceptance from the carrier for any damages that may occur during shipment.

*Quote valid for 15 days. Created on May 15, 2023

Only items listed in quotation are included in price.

Orders are non-cancelable.

Freight not included, unless otherwise noted in the preceding quote.

An extra 1.95% is applied to all credit card charges.

Net Price: **\$ 7,950.00**

Thank you for this opportunity and please contact me if you have any questions or need additional information.

Sincerely,

Ryan Montgomery

Phone:

rmontgomery@taylorpower.com

Purchaser:

Company: Sullivan Electric

Signature:

Date:

Title:

Quote TPS-Q-21449-1

FAITH VISION WORK

Page 4 of 7



Quote: TPS-Q-21449-1
 Date: May 15, 2023
 User: Ryan Montgomery



Manufacturer's Basic Limited Warranty

This Taylor Power Systems Standby Generator System has been manufactured and inspected with care by experienced craftsmen. If you are the original purchaser, Taylor Power Systems, Inc. warrants for two years or 1500 hours, whichever occurs first, that the system will be free from defects in material and workmanship if properly installed, maintained, and operated in accordance with Taylor Power Systems, Inc. instruction manuals. A Taylor Power distributor, dealer, or authorized representative must perform startup inspection/warranty registration, and warranty repairs.

During the warranty period, repair or replacement at Taylor Power's option will be furnished free of charge for parts and labor, provided an inspection to Taylor Power's satisfaction discloses a defect in material and workmanship, and provided that the part or parts are returned to Taylor Power warranty department, if requested.*

This warranty does not apply to malfunctions caused by damage, unreasonable use, unapproved modifications, misuse, abuse, or normal wear and tear while in your possession.

*Some restrictions may apply. Contact your Taylor Power Systems distributor/dealer for full details.

Warranty Periods

1. Emergency or Standby Duty

Standby generators must be permanently installed, properly enclosed, ventilated, and used as back up to the normal power source.

The warranty period is 24 months from date of startup by the first owner/user or 1500 hours of operation, limited to a maximum of 750 hours in the first year.

2. Continuous or Prime Duty

Continuous or prime power service describes operation in a permanent or mobile application where no other source of power is generally available. Rental sets, and specific products for irrigation and refrigeration meet this criteria. Cogeneration and peak shaving installations are considered prime power.

The warranty period is 12 months from date of startup by the first owner/user or 3000 hours of operation, whichever is shorter.



Quote: TPS-Q-21449-1
 Date: May 15, 2023
 User: Ryan Montgomery

Limited Warranty Conditions

Before there is any protection under this Limited Warranty, the distributor/dealer must: complete the Taylor Power Systems Warranty, Startup Validation Inspection form and return it to Taylor Power Systems within 30 days of the startup date. In addition, this Limited Warranty is not valid or enforceable unless all supporting maintenance records are kept on file with the end user and made available upon request from factory, the generator set is routinely exercised in accordance with operating instructions, and the installation meets the general guidelines, standards, and recommendations as laid out in the Installation Guide provided with the product and all local standards and codes applicable in the location of installation.

Engine Manufacturers Warranty:

The engine manufacture issues its own separate warranty covering the engine's performance and parts. In the event of an engine related failure, Taylor Power Systems, Inc. can refer you to an engine authorized service center.

Travel shall be allowed up to a maximum of 300 miles round trip and a maximum of 7 hours travel time.

Taylor Power Systems, Inc. will provide replacement parts to claimant's location within the United States. If claimant is located outside the continental United States, all parts shipments are FOB point of debarkation. In the event warranty repairs are affected outside the boundaries of the United States of America, Taylor Power Systems, Inc. is not responsible for any duties, taxes, or associated charges as may be applicable in accordance with the regulations of the country where such warranty repair is performed.

TAYLOR POWER SYSTEMS SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND including, but not limited to, injury to individuals, personal property, or business losses due to down time, installation charges, telephone charges, or transportation charges in connection with the replacement or repair of defective parts or damages resulting from outside influences (e.g. lightning, power surge, or pest damage).

THIS IS OUR EXCLUSIVE WRITTEN WARRANTY. We make no other express or implied warranty nor is anyone authorized to make any on our behalf.

ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, is expressly limited to the duration of this warranty. Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.



Sales Quote

Quote: TPS-Q-21449-1
Date: May 15, 2023
User: Ryan Montgomery

The following will not be covered by this warranty:

1. Normal engine wear, routine tune-ups, tune-up parts, adjustments, installation charges, startup cost, improper startup inspection, and periodic service.
2. Damage caused by accidents, improper installation (unless installed by Taylor Power Systems, Inc.), shipping and handling, or improper storage.
3. Damage caused by operation with improper fuel or at speeds, loads, conditions, modifications, or installation contrary to published specifications or recommendations.
4. Damage caused by negligent maintenance such as:
 - a. Failure to provide the specified type and sufficient lubricating oil.
 - b. Failure to provide sufficient coolant, cooling air and to keep the air intake and cooling fin areas clean.
 - c. Failure to service the air cleaner.
 - d. Failure to perform scheduled maintenance as prescribed in supplied manuals.
 - e. Fuel Contamination (including water etc.).
 - f. Improper use of starting aids
6. Labor and travel expenses related to starting batteries.
7. Engine coolant heaters, heater controls, and circulating pumps after the first year.
8. Rental equipment including neither replacement generators nor any other equipment (cranes, trucks, etc.) needed during performance of warranty repairs.
9. Parts purchased from sources other than Taylor Power. Replacement of a failed Taylor Power part with a non-Taylor Power part voids warranty on that part.
10. Engine fluids such as fuel, oil, or coolant/antifreeze.
11. Shop supplies such as adhesives, cleaning solvents, and rags.
12. Expenses incurred investigating performance complaints unless the problem is caused by defective Taylor Power materials or workmanship.
13. Maintenance items such as fuses, filters, spark plugs, loose/leaking clamps, batteries and adjustments.
14. Any overtime travel or labor to make repairs under warranty.
15. Any special access fees or additional cost required to gain access to Taylor Power Systems, Inc. equipment, including but not limited to any training or safety policy requirements to gain access.
16. Trailer lights, wiring, and brakes.

Purchaser:

Company: Sullivan Electric

Signature:

Date:

Title:

Sullivan Electric LLC.

071

Estimate

Prepared for: Pearl River County
Pine Grove VFD
Station 1 Generator Install
Pine Grove Rd.
Picayune, MS. 39466

0-23

DESCRIPTION OF WORK	QTY/HRS	UNIT PRICE	SUB TOTAL
This estimate is to install a generator supplied by the Department. This includes changing 200 AMP electrical service, setting and installing all electrical components and testing.			
This estimate <u>DOES NOT</u> include connection to existing home system			
Shipping from Taylor Industries in Jackson, MS, deliver and install generator			\$ 200
Need to change out existing electrical service, install fire department supplied 26 KW generator with 200 AMP ATS			\$ 1100.00
	8 Hours		\$ 560.00
Total for 2 persons			
GRAND TOTAL			\$ 1860.00

PAYMENT TERMS

Make checks payable to: **Sullivan Electric**

CONTACT

Address:
Box 44 North
Picayune, MS. 39426
Phone: 601-787-1232

Security Electronics & The Generator Store Inc.

8292-D Firetower Rd.
Pass Christian, MS 39571

072
Estimate

Customer Name/Address

Jennie Mitchell
P.O. Box 1812
Picayune, MS 39466

Model	Date	7/31/2023
	Estimate #	23-1467
Serial #	Phone:	601-590-1530
	Other:	
Maint. Due	Fax	
	jenniemitchell@yahoo.com	

Line	Item	Qty	Description	Price (ea)	Total
1	MISC ...	1	Briggs & Stratton 040664 26kW 3600 RPM Air Cooled Standby Generator, 26kW, 108 amps on Propane, 24kW 100 amps Natural Gas, Aluminum Housing, with 200 Amp Automatic Transfer Switch, 10 year, PARTS, LABOR, TRAVEL, Factory Warranty on the generator.	7,525.00	7,525.00T
2	GEN E...	1	Electrical installation for Air cooled Generator System. This will include necessary modifications of existing electrical service and install the generator and automatic transfer switch we are providing in Item #1. Provide and install all wiring in conduit. Install, and connect all generator power and control wiring within 10' of the electrical service. Any generator electrical connection over 10' is based on \$24.00 per foot plus other additional cost if needed for 22-26 kW Genset with 200 amp existing electrical service meter.	1,475.00	1,475.00T
2a	GEN L...	1	Final connection, programming, commissioning, start up, loaded test, demonstration	500.00	500.00T
3	MISC ...	0	Additional generator electrical and control wiring, after the first 10'. Based on \$24.00 per foot plus other additional cost if needed. The generator will be set by the gas meter and electrical wiring ran through the attic to the location of the electrical panels and transfer switch on the opposite side of the house.	24.00	0.00T
4	Gen A...	1	Shop preliminary Air cooled Generator preparations. Includes receiving, inspection, battery, and battery installation for Unit.	125.00	125.00T
5	Gen Se...	1	Air cooled Generator: Delivery, Placement, Start Up, programming, and Commissioning	325.00	325.00T
6	Gen Sl...	1	4" preformed concrete slab for Generator mounting.	295.00	295.00T

Subtotal

Sales Tax (7.0%)

Total

Office Phone #: 228-586-9620 Email: Segsoffice@gmail.com

Please add a 3% processing fee for all credit card payments.

Acceptance of proposal - The above specifications, prices and conditions are acceptable. I hereby authorize all work as specified.

Authorized

Signature: _____

Date: _____

Proposal

Submitted by: _____

Security Electronics & The Generator Store Inc.

8292-D Firetower Rd.
Pass Christian, MS 39571

Customer Name/Address

Jennie Mitchell
P.O. Box 1812
Picayune, MS 39466

073 Estimate

Model	Date	7/31/2023
	Estimate #	23-1467
Serial #	Phone:	601-590-1530
	Other:	
Maint. Due	Fax	
	jenniemitchell@yahoo.com	

Line	Item	Qty	Description	Price (ea)	Total
7	Fuel E...	0	This quote does NOT include fuel line installation and connection to the generator. A Propane company will need to be contracted for the tank, fuel, and line installation to generator.	0.00	0.00T
7a	MISC ...	0	Regulator for fuel line	190.00	0.00T
8	Service...	0	Optional load management module connection for managing a high capacity appliance load.	190.00	0.00T
9	MISC ...	0	AC HARD START (SPP-6). This would be installed on outside AC units in an effort to lower the initial surge upon startup.	95.00	0.00T
10	MISC ...	0	Time delay module. This device provides for a time delay start up of your outside AC unit if a delay is not already part of your AC system.	0.00	0.00T
11	Deposit	1	In the event that you decide to move forward with this project, we would ask for a deposit for the purchase amount of the Generator and the Automatic Transfer Switch (ATS), including 7% tax (\$8,051.75) and will be due upon acceptance of proposal. Remaining contract items will be invoiced for as they are completed. The final balance will be due upon completion of installation, start-up, commissioning, and demonstration of operation at the premises.	0.00	0.00T
13	Permit ...	1	Electrical Permit/Inspection Fee, if required	150.00	150.00T

Office Phone #: 228-586-9620 Email: Segsoffice@gmail.com

Subtotal	\$10,395.00
Sales Tax (7.0%)	\$727.65
Total	\$11,122.65

Please add a 3% processing fee for all credit card payments.

Acceptance of proposal - The above specifications, prices and conditions are acceptable. I hereby authorize all work as specified.

Authorized
Signature: _____

Date: _____

Proposal

Submitted by: _____

074

**Pine Grove Volunteer Fire Department
Post Office Box 1812
Picayune, Mississippi 39466**

VIA Email - swise@pearlrivercounty.net

August 1, 2023

Pearl River County Board of Supervisors
Pearl River County Emergency Management Agency
Poplarville, Mississippi

Pine Grove Volunteer Fire Department Board of Directors respectfully requests the Pearl River County Board of Supervisors to review the attached quotes for a 26KW generator system to be installed at Pine Grove Volunteer Fire Station #1, 86 Pine Grove Road, Picayune, Mississippi.

Pine Grove Volunteer Fire Department requests that the Pearl River County Board of Supervisors to accept the quote from Taylor Power Systems in the amount of \$7950.00 and Sullivan Electric in the amount of \$1860.00. We currently have an LP tank at the station with the necessary gas connections to power the system.

Please issue a Purchase Order number so that we can order the generator and have it installed as soon as possible. As you are aware, we are in hurricane season and the installation of the generator will greatly help our volunteers should that need arise and also ensure power to the station that is used as a voting precinct for all elections.

Your prompt attention to this matter is greatly appreciated.

Sincerely,

Joseph V. Smith III
Board President

A handwritten signature in cursive script, reading "Joseph V. Smith III". The signature is written in dark ink and is positioned to the right of the printed name and title.

Enclosures: Quotes Taylor Power Systems, Sullivan Electric, The Generator Store

075

Fwd: TAYLOR POWER SYSTEMS HOME GENERATOR (SCOTT SULLIVAN)

Scott Sullivan (ssullivan@electric2020@gmail.com)

ssullivan@electric2020@gmail.com

Received: July 18, 2023 at 04:59 PM CDT

Here is the estimate I was sent on a 26 K Briggs and Stratton with 200 AMP ATS, pad and battery. This estimate was for the Crossroads station. Sure the price would be the same

----- Forwarded message -----

From: Ryan Montgomery <RMontgomery@taylorpower.com>

Date: Mon, May 15, 2023 at 9:13 AM

Subject: TAYLOR POWER SYSTEMS HOME GENERATOR (SCOTT SULLIVAN)

Scott Sullivan <ssullivan@electric2020@gmail.com>

Good morning Scott,

The bill is well. Attached is the quote for the PP26KW Briggs & Stratton generator (6yr warranty) with 200-amp ATS, battery, and pad.

We do have all of this in stock currently.

Let me know if there is anything else you need.

Best regards,



Ryan M. Montgomery

Residential Sales

Office : (601)932-5874

Mobile : (601)575-4622

Email : rmontgomery@taylorpower.com

947 Industrial Park Drive

Clinton, MS 39056

www.taylorpower.com

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Scott Sullivan PP26KW (6yr).pdf

076



Sales Quote

Quote: TPS-Q-21449-1

Date: May 15, 2023

User: Ryan Montgomery



Taylor Power Residential Series 26kW LP & 24kW NG Generator



077

Sales Quote

Quote: TPS-Q-21449-1

Date: May 15, 2023

User: Ryan Montgomery

Sullivan Electric

5455 Mississippi 43 North

Carriere, MS 39426

Sullivan Electric -PP26KW w/ 200-amp ATS &
Pad

(Carriere)5455 Mississippi 43 North

Phone: (601)347-4872

Email: ssullivanelectric2020@gmail.com

Terms: Due Upon Receipt

Taylor 26kW LP & 24kW NG Residential Series

EPA Stationary Standby, 120/240V Single Phase, 60 Hz

Quantity: 1

Unit Features

Aluminum Enclosure, Air Cooled, GC-1032 Controller, 6-Year Warranty

3" Standard Generator Pad, Pre-Drilled

200 Amp Service Entrance Rated Symphony II Automatic Transfer Switch

078



Sales Quote

Quote: TPS-Q-21449-1
Date: May 15, 2023
User: Ryan Montgomery

Scott Sullivan (601)347-4872
ssullivanelectric2020@gmail.com



079

Sales Quote

Quote: TPS-Q-21449-1
Date: May 15, 2023
User: Ryan Montgomery

Terms & Conditions

Note: Quoted price does not include any applicable taxes, fees, or rigging.

Terms: Net 30 days with approved credit from date of invoice, otherwise COD. A 1.5% finance charge will be applied to all past due accounts. No retainage Allowed. Taylor Power Systems, Inc. is a manufacturer and not a contractor. Payment must be prompt and complete subject to Terms of Payment.

Shipment: If a completed product remains at Taylor Power Systems' Clinton, Mississippi facility longer than 30 days from the date of initial invoice, a \$500 storage fee will be applied per unit every 30 days until shipment of the product. Taylor Power Systems' responsibility of a product ceases with the transfer of said product to a transportation carrier. Claims for damage in transit must be made by the customer against the carrier. It is the responsibility of the customer to inspect the product before acceptance from the carrier for any damages that may occur during shipment.

*Quote valid for 15 days. Created on May 15, 2023

Only items listed in quotation are included in price.

Orders are non-cancelable.

Freight not included, unless otherwise noted in the preceding quote.

An extra 1.95% is applied to all credit card charges.

Net Price: **\$ 7,950.00**

Thank you for this opportunity and please contact me if you have any questions or need additional information.

Sincerely,

Ryan Montgomery

Phone:

rmontgomery@taylorpower.com

Purchaser:

Company: Sullivan Electric

Signature:

Date:

Title:

Quote: TPS-Q-21449-1

FAITH VISION WORK

Page 4 of 7



Quote: TPS-Q-21449-1

Date: May 15, 2023

User: Ryan Montgomery



Manufacturer's Basic Limited Warranty

This Taylor Power Systems Standby Generator System has been manufactured and inspected with care by experienced craftsmen. If you are the original purchaser, Taylor Power Systems, Inc. warrants for two years or 1500 hours, whichever occurs first, that the system will be free from defects in material and workmanship if properly installed, maintained, and operated in accordance with Taylor Power Systems, Inc. instruction manuals. A Taylor Power distributor, dealer, or authorized representative must perform startup inspection/warranty registration, and warranty repairs.

During the warranty period, repair or replacement at Taylor Power's option will be furnished free of charge for parts and labor, provided an inspection to Taylor Power's satisfaction discloses a defect in material and workmanship, and provided that the part or parts are returned to Taylor Power warranty department, if requested.*

This warranty does not apply to malfunctions caused by damage, unreasonable use, unapproved modifications, misuse, abuse, or normal wear and tear while in your possession.

*Some restrictions may apply. Contact your Taylor Power Systems distributor/dealer for full details.

Warranty Periods

1. Emergency or Standby Duty

Standby generators must be permanently installed, properly enclosed, ventilated, and used as back up to the normal power source.

The warranty period is 24 months from date of startup by the first owner/user or 1500 hours of operation, limited to a maximum of 750 hours in the first year.

2. Continuous or Prime Duty

Continuous or prime power service describes operation in a permanent or mobile application where no other source of power is generally available. Rental sets, and specific products for irrigation and refrigeration meet this criteria. Cogeneration and peak shaving installations are considered prime power.

The warranty period is 12 months from date of startup by the first owner/user or 3000 hours of operation, whichever is shorter.



Quote: TPS-Q-21449-1
 Date: May 15, 2023
 User: Ryan Montgomery

Limited Warranty Conditions

Before there is any protection under this Limited Warranty, the distributor/dealer must: complete the Taylor Power Systems Warranty, Startup Validation Inspection form and return it to Taylor Power Systems within 30 days of the startup date. In addition, this Limited Warranty is not valid or enforceable unless all supporting maintenance records are kept on file with the end user and made available upon request from factory, the generator set is routinely exercised in accordance with operating instructions, and the installation meets the general guidelines, standards, and recommendations as laid out in the Installation Guide provided with the product and all local standards and codes applicable in the location of installation.

Engine Manufacturers Warranty:

The engine manufacture issues its own separate warranty covering the engine's performance and parts. In the event of an engine related failure, Taylor Power Systems, Inc. can refer you to an engine authorized service center.

Travel shall be allowed up to a maximum of 300 miles round trip and a maximum of 7 hours travel time.

Taylor Power Systems, Inc. will provide replacement parts to claimant's location within the United States. If claimant is located outside the continental United States, all parts shipments are FOB point of debarkation. In the event warranty repairs are affected outside the boundaries of the United States of America, Taylor Power Systems, Inc. is not responsible for any duties, taxes, or associated charges as may be applicable in accordance with the regulations of the country where such warranty repair is performed.

TAYLOR POWER SYSTEMS SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND including, but not limited to, injury to individuals, personal property, or business losses due to down time, installation charges, telephone charges, or transportation charges in connection with the replacement or repair of defective parts or damages resulting from outside influences (e.g. lightning, power surge, or pest damage).

THIS IS OUR EXCLUSIVE WRITTEN WARRANTY. We make no other express or implied warranty nor is anyone authorized to make any on our behalf.

ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, is expressly limited to the duration of this warranty. Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

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Sales Quote

Quote: TPS-Q-21449-1
Date: May 15, 2023
User: Ryan Montgomery

The following will not be covered by this warranty:

1. Normal engine wear, routine tune-ups, tune-up parts, adjustments, installation charges, startup cost, improper startup inspection, and periodic service.
2. Damage caused by accidents, improper installation (unless installed by Taylor Power Systems, Inc.), shipping and handling, or improper storage.
3. Damage caused by operation with improper fuel or at speeds, loads, conditions, modifications, or installation contrary to published specifications or recommendations.
4. Damage caused by negligent maintenance such as:
 - a. Failure to provide the specified type and sufficient lubricating oil.
 - b. Failure to provide sufficient coolant, cooling air and to keep the air intake and cooling fin areas clean.
 - c. Failure to service the air cleaner.
 - d. Failure to perform scheduled maintenance as prescribed in supplied manuals.
 - e. Fuel Contamination (including water etc.).
 - f. Improper use of starting aids
5. Labor and travel expenses related to starting batteries.
6. Engine coolant heaters, heater controls, and circulating pumps after the first year.
7. Rental equipment including neither replacement generators nor any other equipment (cranes, trucks, etc.) needed during performance of warranty repairs.
8. Parts purchased from sources other than Taylor Power. Replacement of a failed Taylor Power part with a non-Taylor Power part voids warranty on that part.
9. Engine fluids such as fuel, oil, or coolant/antifreeze.
10. Shop supplies such as adhesives, cleaning solvents, and rags.
11. Expenses incurred investigating performance complaints unless the problem is caused by defective Taylor Power materials or workmanship.
12. Maintenance items such as fuses, filters, spark plugs, loose/leaking clamps, batteries and adjustments.
13. Any overtime travel or labor to make repairs under warranty.
14. Any special access fees or additional cost required to gain access to Taylor Power Systems, Inc. equipment, including but not limited to any training or safety policy requirements to gain access.
15. Trailer lights, wiring, and brakes.

Purchaser:

Company: Sullivan Electric

Signature:

Date:

Title:

Sullivan Electric LLC.

Estimate

Prepared for: Pearl River County
Pine Grove VFD
Station 1 Generator Install
Pine Grove Rd.
Picayune, MS. 39466

0-23

DESCRIPTION OF WORK	QTY/HRS	UNIT PRICE	SUB TOTAL
This estimate is to install a generator supplied by the contractor. This includes changing 200 AMP electrical service, setting and installing all electrical components and hardware.			
This estimate <u>DOES NOT</u> include connection to existing grounding system			
• Pick up from Taylor Industries in Jackson, MS, deliver and • generator			\$ 200
• Permit to change out existing electrical service, install fire generator supplied 26 KW generator with 200 AMP ATS			\$ 1100.00
	8 Hours		\$ 560.00
• Crew of 2 persons			
GRAND TOTAL			\$ 1860.00

Payment Terms

Make checks payable to: **Sullivan Electric**

Address

Sullivan
4343 North
Ave. MS. 39426
Tel. 462-12

Security Electronics & The Generator Store Inc.

8292-D Firetower Rd.
Pass Christian, MS 39571

084
Estimate

Customer Name/Address

Jennie Mitchell
P.O. Box 1812
Picayune, MS 39466

Model	Date	7/31/2023
	Estimate #	23-1467
Serial #	Phone:	601-590-1530
	Other:	
Maint. Due	Fax	
	jenniemitchell@yahoo.com	

Line	Item	Qty	Description	Price (ea)	Total
1	MISC ...	1	Briggs & Stratton 040664 26kW 3600 RPM Air Cooled Standby Generator, 26kW, 108 amps on Propane, 24kW 100 amps Natural Gas, Aluminum Housing, with 200 Amp Automatic Transfer Switch, 10 year, PARTS, LABOR, TRAVEL, Factory Warranty on the generator.	7,525.00	7,525.00T
2	GEN E...	1	Electrical installation for Air cooled Generator System. This will include necessary modifications of existing electrical service and install the generator and automatic transfer switch we are providing in Item #1. Provide and install all wiring in conduit. Install, and connect all generator power and control wiring within 10' of the electrical service. Any generator electrical connection over 10' is based on \$24.00 per foot plus other additional cost if needed for 22-26 kW Genset with 200 amp existing electrical service meter.	1,475.00	1,475.00T
2a	GEN L...	1	Final connection, programming, commissioning, start up, loaded test, demonstration	500.00	500.00T
3	MISC ...	0	Additional generator electrical and control wiring, after the first 10'. Based on \$24.00 per foot plus other additional cost if needed. The generator will be set by the gas meter and electrical wiring ran through the attic to the location of the electrical panels and transfer switch on the opposite side of the house.	24.00	0.00T
4	Gen A...	1	Shop preliminary Air cooled Generator preparations. Includes receiving, inspection, battery, and battery installation for Unit.	125.00	125.00T
5	Gen Se...	1	Air cooled Generator: Delivery, Placement, Start Up, programming, and Commissioning	325.00	325.00T
6	Gen Sl...	1	4" preformed concrete slab for Generator mounting.	295.00	295.00T

Subtotal

Sales Tax (7.0%)

Total

Please add a 3% processing fee for all credit card payments.

Office Phone #: 228-586-9620 Email: Segsoffice@gmail.com

Acceptance of proposal - The above specifications, prices and conditions are acceptable. I hereby authorize all work as specified.

Authorized
Signature: _____

Date: _____

Proposal

Submitted by: _____

**Security Electronics &
The Generator Store Inc.**

8292-D Firetower Rd.
Pass Christian, MS 39571

085
Estimate

Customer Name/Address

Jennie Mitchell
P.O. Box 1812
Picayune, MS 39466

Model	Date	7/31/2023
	Estimate #	23-1467
Serial #	Phone:	601-590-1530
	Other:	
Maint. Due	Fax	
	jennicamitchell@yahoo.com	

Line	Item	Qty	Description	Price (ea)	Total
7	Fuel E...	0	This quote does NOT include fuel line installation and connection to the generator. A Propane company will need to be contracted for the tank, fuel, and line installation to generator.	0.00	0.00T
7a	MISC ...	0	Regulator for fuel line	190.00	0.00T
8	Service...	0	Optional load management module connection for managing a high capacity appliance load.	190.00	0.00T
9	MISC ...	0	AC HARD START (SPP-6). This would be installed on outside AC units in an effort to lower the initial surge upon startup.	95.00	0.00T
10	MISC ...	0	Time delay module. This device provides for a time delay start up of your outside AC unit if a delay is not already part of your AC system.	0.00	0.00T
11	Deposit	1	In the event that you decide to move forward with this project, we would ask for a deposit for the purchase amount of the Generator and the Automatic Transfer Switch (ATS), including 7% tax (\$8,051.75) and will be due upon acceptance of proposal. Remaining contract items will be invoiced for as they are completed. The final balance will be due upon completion of installation, start-up, commissioning, and demonstration of operation at the premises.	0.00	0.00T
13	Permit ...	1	Electrical Permit/Inspection Fee, if required	150.00	150.00T

Office Phone #: 228-586-9620 Email: Segsoffice@gmail.com

Subtotal	\$10,395.00
Sales Tax (7.0%)	\$727.65
Total	\$11,122.65

Please add a 3% processing fee for all credit card payments.

Acceptance of proposal - The above specifications, prices and conditions are acceptable. I hereby authorize all work as specified.

Authorized
Signature: _____

Date: _____

Proposal

Submitted by: _____

McNeill Volunteer Fire Department

106 Library Street
Picayune, MS 39466

To Whom It May Concern:

On June 29, 2023, the McNeill Volunteer Fire Department held a board meeting discussing the checking account held with your bank. We all took a unanimous vote and decided it was in the departments' best interest to turn our account over to Pearl River County. Beginning / on or about July 2023, Pearl River County will be assuming McNeill Volunteer Fire Department accounts and payment requirments.

If you have any questions are concerns, please contact Mr. Mike Barron (601 850-4189).

Below you will find a list of Board members who attended the meeting along with county and fire department representatives.

Board Members:

Marvin Williams
Mike Barron
William Caldwell
Nina Barron
Tammy Hawthorne

EOC of Pearl River County:
Sean Wise

Representative From Fire Department:

Michael Harris-Assistant Chief
Barry Hawthorne-Captain

McNeill Volunteer Fire Department**Board Meeting 29 June 2023, 18:45****Call to Order:** Mike Barron**Second By:** Marvin Williams**Mike Barron Gave Financial Report:**

- Special Account Balance: (Account Number: 0125032)
 - \$148,192.49
 - Account funds, or total account total at the time (Minus the below withdrawal) will be turned over to Pearl River County on or about July 2023, attention Sean Wise in the form of a cashier's check.
 - \$3,000.00 Will Be withdrawn in the form of Cash, for McNeill Fire Depart to keep on hand for emergency purchases.
 - Account will then be closed with a remaining balance of \$0.00.
- Rebate Account Balance: (Account Number: 0125040)
 - \$13,627.21
 - On or about July 2023 McNeill Fire Department Will Transfer the remaining balance of the Fire Truck First National Bank Loan to The Pearl River County (If unable to be accomplished in July 2023, date to be determined)
 - \$13,000.00 will be paid towards the outstanding back loan, satisfying the September 2023 loan payment requirement.
 - \$627.21, or remaining balance in the account will be put towards loan principle,
 - Account will then be closed with a remaining balance of \$0.00.

Motion to Accept the Financial Report: Marvin Williams**Seconded By:** William Caldwell

- Batteries Replaced in Engine 1 & 2
- Approved to Purchase 1 New Exhaust Fan
- Approved to Purchase 2 Thermal Image
 - o \$4,500.00

Called To Close: Mike Barron**Seconded By:** Marvin Williams**Closed 29 June 2023, 19:32**

President: Marvin Williams  Treasurer: Michael Barron 

FNB PICAYUNE
KILN POPLARVILLE WIGGINS
Your Hometown Bank

266389

088

85-587/655

REMITTER MCNEIL VOLUNTEER FIRE DEPART

Mississippi

08/01/23

20

PAY TO THE
ORDER OF

PEARL RIVER COUNTY BOARD OF SUPERVISORS

\$ 142,295.18

One Hundred Forty Two Thousand Two Hundred Ninety Five Dollars AND 18 Cents

DOLLARS

Official Check

VICE-PRES.

CASHIER

⑈ 266389 ⑈ ⑆ 0655058701 ⑆ ⑈ 12 606 3 ⑈

ORDER TO APPROVE CHANCERY CLERK'S AGENDA ITEMS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of Chancery Clerk's Agenda Items.

Upon motion made by Jason Spence and seconded by Malcolm Perry, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following Chancery Clerk's Agenda Items as listed with attachments:

- A. Approve Chancery Clerk's request to object to the Department of Revenue's request for Homestead Adjustment for the attached names on the 7th day of August, 2023.
- B. Approve Chancery Clerk's request to approve the Mississippi Department of Revenue's (DOR) request for Homestead Adjustment (Chargeback) for the attached names on the 7th day of August, 2023. This Board action will approve those DOR requests from June 1, 2023.

Ordered and adopted, this the 7th day of August, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

OBJECTIONS TO HOMESTEAD ADJUSTMENTS

As Chancery Clerk of Pearl River County, I am asking the Board of Supervisors to object to the Department of Revenue's request for Homestead Adjustment for the following people on the 7th day of August 2023:

June 1, 2023

BENNETT, KEVIN C

GEIGER, THOMAS J

BIENVENU, PHILLIP M

GERACI, VALERIE MCCARDLE

BLYE, RICHARD

GERHART, ROBERT F

BRANUM, JOHN B

GORZNEY, ARNOLD F

BRIDGERS, MARCUS

GRIFFIN, MARK A

BURNS, DAVID

GUERRA, JONATHAN SETH

CARR, MICHAEL D

HALL, LEE

CARVER, TERRY

HART, DEBRA F

DAVIS, JOSHUA M

HARTER, WILLIAM JAMES

DELRIO, EDUARDO

HATTAWAY, KRISTIN

DYLE, RUTH D

HOWELL, TOMMY

FOLSE, ONEAL J III

JACKSON, PAULA SMITH

FUTCH, EDWARD III

JARRELL. REGGIE C

GAMBLE, MICHAEL A

JENKINS, JESSE

GASPER, JONATHAN

JOFFRE, DAWN

JOHANSEN, REBECCA EUNICE

MUHLEISEN, ELIZABETH ANN

JONES, CLARA FELICIA

MYRICK, DARLON

JORDAN, FRED C JR

PEARSON, DARIUS W

LADNER, DAVID A

PELL, TINA C

LANDRUM, NORA LYNN TATE

PENTON, CALEB

LANGSTON, DENISE PAIGE

PETERS, RYAN

LEE, LORRA MAEGHEN

PURVIS, TERRY JO

LOISEL, EUGENE A JR

RAGUSA, ROBERT J

LUCAS, JASON C

RICHARDS, KIMBERLEY

LUMPKIN, EMILIE DIANE

ROBERTS, LEPOLIAN JR

MILLER

ROUZANO, MADELENE

LUMPKIN, PAMELA G

SAUCIER, GLORIA S

MARSHALL, MICHAEL G

SCHEEL, NELLIE RENEE

MARTIN, KATHLEEN J

BLACKWELL

MCCARDLE, HAYLEIGH

SEAL, BRANDY

MCCARTHY, MARK ANTHONY

SHAW, TAFT W

MERRIT, PAULA GAIL

SHOEMAKE, RANDY R

MILLS, ALONDA

SIMMONS, MARTHA P

MITCHELL, CHRISTOPHER

SIMON, JAMES JR

SMITH, BOBBIE JO

SMITH, DONALD C JR

SMITH, JACOB

SMITH, MELONIE

STEWART, DONNIE L

STREAKER, SARA A

TAYLOR, JOE N

VAUGHN, GLENN DARRELL

VINET, DINA J AGENT

WALLACE, COLBY T

WALTHER, TERRY L

WALTON, DONNA

GERMAINE

WYRES, DAULTON LEE

WOOD, CHRISTOPHER G

ALLOWED HOMESTEAD ADJUSTMENTS

As Chancery Clerk of Pearl River County, I am asking you to approve the Mississippi Department of Revenue's (DOR) request for Homestead Adjustment (Chargeback) for the following people on the 7th day of August 2023. This board action will approve those DOR requests from June 01, 2023. I ask you to accept the chargebacks for the following individuals:

June 1, 2023

BARNHARDT, MICHAEL F

BASOCO, TIMOTHY S

CHRISTOVICH, MICHAEL M

COOPER, KIMBERLY L

EDENFIELD, NANCY P

GREEN, DAVID A

LONG, NAOMI

WILLIAMS, CONNIE R ODOM

ORDER TO APPROVE CENTRAL DISPATCH'S AGENDA ITEMS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of Central Dispatch's Agenda Items.

Upon motion made by Jason Spence and seconded by Malcolm Perry, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following Central Dispatch's Agenda Items as listed with attachments:

A. Personnel:

Sara Couture	Hire
Alisa Howard	Hire
Kimberly Brindley	Hire
Hannah St Amand	Hire part-time

B. Approve request to enter into Agreement with Invictus Apps, Inc. software and authorize President to sign Agreement.

Ordered and adopted, this the 7th day of August, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None



August 1, 2023

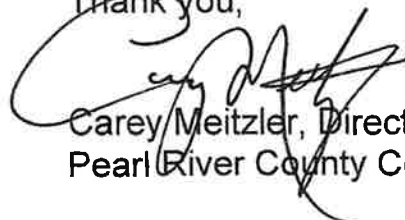
To: The Honorable Board of Supervisors of Pearl River County, Mississippi.

Please acknowledge upon the minutes the following personnel matters concerning the Pearl River County Central Dispatch:

-Hiring of the following personnel:

- Sarah Couture effective August 8, 2023
- Alisa Howard effective August 8, 2023
- Kimberly Brindley effective August 8, 2023

Thank you,

 8-1-23
Carey Meitzler, Director
Pearl River County Central Dispatch



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August 3, 2023

To: The Honorable Board of Supervisors of Pearl River County, Mississippi.

Please acknowledge upon the minutes the following personnel matters concerning the Pearl River County Central Dispatch:

-Hiring of Hannah St Amand as a part time effective August 8, 2023..

Thank you,

A handwritten signature in black ink, appearing to read "Carey Meitzler", is written over the printed name.

Carey Meitzler, Director



August 7, 2023

To: The Honorable Board of Supervisors of Pearl River County, Mississippi.

Subject: Sign agreement with Invictus for use of Prepared911

Request to enter into agreement with Invictus Software to use the free version of their Prepared911 software components. The free version will allow on Central Dispatch personnel to utilize the software to send a text to a 911 caller's cellular device to open up a secure video stream to allow Central Dispatch the ability to gather additional visual information from a scene to be able to inform emergency responder personnel on what the scene involves. Example would be structure fires and vehicle accidents.

Should Pearl River County decide to enable the paid subscription version of the software (noted in the attached document), Central Dispatch will come back to the Board of Supervisors for approval to engage in the subscription amount as detailed. The paid subscription version allows Central Dispatch to connect emergency personnel working the incident access to the same video stream in real time.

Additionally, Prepared911 will shorten time for Central Dispatch on follow up response to 911 hangup calls by allowing Dispatch to send a text to the phone after attempting to reach the caller via their cellular phone.

Thank you,

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

Carey Meitzler, Director
Pearl River County Central Dispatch

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Invictus Apps, Inc. • 10 E 38th St., Floor 9, New York City, NY 10016 • www.preparedapp.com**SALES REPRESENTATIVE**

John Edwards

(Invictus Use Only): ;

SALES REPRESENTATIVE EMAIL

john.edwards@prepared911.com

(Invictus Use Only):

ORDER FORM SENT

Mar 9, 2023

(Invictus Use Only):

OFFER EXPIRATION DATE

2023-05-31

Subscription Order for the Prepared Emergency Communications Service

This is an order for a subscription to the Prepared Emergency Communications Service by the client identified below (the "**Client**") made to Invictus Apps, Inc. ("**Invictus**"), a Delaware corporation having an office at 10 E 38th St., Floor 9, New York City, NY 10016.

Name of Client:

Pearl River County E911

Client Address:

402 South Main Street

Poplarville, Mississippi 39470

Client Phone Number:

6014032300

Client E-Mail:

cmeitzler@pearlrivercounty.net

Client Contact:

Carey Meitzler

[Continued on Next Page]

The Prepared™ Emergency Communications Service is a proprietary security and communications service of Invictus pursuant to which Invictus provides to Client's emergency response dispatchers and emergency responders the

capability to view image and video communications and transmissions and location information from citizen callers regarding a pending emergency through Invictus' use of the proprietary Invictus technology solution, including proprietary web applications, and other software, graphical user interfaces and other content, threat-management protocols and other workflows and processes.

Type of Subscription:	Prepared Live Enhanced
Effective Date:	Date that Client signs the Subscription Order for the Prepared Live Emergency Communications Service.
Subscription Plan:	Prepared Live Enhanced
Paid Features (If Applicable):	OnScene; Prepared Live Enhanced
Maximum Number of Dispatchers	30
Maximum Number of Emergency Responder:	25
Initial Subscription Period:	12 Consecutive Months from the Effective Date, which automatically renews annually.
Launch Date:	The first Business Day following the end of the Implementation Period
Total Subscription Fees for Initial Subscription Period:	\$15,500
Total Subscription Fees for Each Renewal Term:	\$15,500
Payment Terms:	Payment for Service is due on the start date of each Subscription Period and each Renewal Period and shall be paid in full within 20 days of due date (Net20).

The following terms and conditions are incorporated by reference herein: (1) the Standard Terms and Conditions for the Prepared™ Emergency Communications Service (the "Standard Terms"), attached hereto as Appendix A, which are also set forth at <https://www.preparedapp.com/prepared-live-terms-and-conditions>, together with all Schedules attached to and/or referenced anywhere below, and (2) any Special Terms if applicable, attached hereto as Appendix B.

This document constitutes the "Order" for purposes of the Standard Terms and any Special Terms. Client wishes to subscribe to and use the Prepared™ Emergency Communications Service as set forth on this Order below and subject to the terms and conditions provided in the Standard Terms. This Order is subject to Invictus' approval.



Invictus: _____ Client: _____ Version 3.0 (July 2022)

Capitalized terms used in this Order and not otherwise defined will have the meanings ascribed to them in the Standard Terms or the other Appendices.

This Order, together with the Standard Terms and these other Appendices hereto and the Schedules attached to and/or referenced in any of the foregoing, contain the entire agreement and understanding of the parties with respect to the subject matter hereof (the "Agreement") and shall supersede and merge all prior and contemporaneous communications, agreements, understandings, undertakings and obligations with respect to the subject matter hereof, whether oral or written, unless the parties have entered into a separate definitive written agreement with respect to the subject matter hereof which has been signed by the authorized representative(s) of each party. No modification of the Agreement, including this Order or any Appendix hereto, shall be binding on either Party unless it is in writing and signed by both Parties. No quote, order other than this Order, or similar document shall modify the terms of the Agreement even if accepted by the receiving party. Notwithstanding the foregoing, the Agreement does not supersede any Non-Disclosure Agreement or Confidentiality Agreement, if any, entered into by the parties, which shall continue to be in full force and effect.

By signing and returning this Order, the undersigned Client accepts and agrees to the terms and conditions of this Order and the additional terms and conditions set forth in each of the Appendices to this Order and the Schedules to this Order to the Appendices, if any, each as specified below which shall be incorporated herein by reference:

- a. Appendix A – Standard Terms and Conditions for the Prepared™ Emergency Communications Service
(see <https://www.preparedapp.com/prepared-live-terms-and-conditions>).
- b. Appendix B – Special Terms

Each of Client and Invictus Apps, Inc., intending to be legally bound, hereby confirms its agreement to the terms and conditions of this Order and the Agreement and have caused this Agreement to be executed by their duly authorized officers as of the Effective Date set forth above.

I, the undersigned, warrant that I am authorized to sign this Order on behalf of Client.

CLIENT: Pearl River County
 By: [Signature]
 Name, Title: Sandy Kane Smith, President
 Date: Aug 7, 2023

INVICTUS APPS, INC.

By: _____
 Name, Title: _____
 Date: _____

Appendix A – Standard Terms and Conditions for the Prepared™ Emergency Communications Service

Corresponding Version of Terms and Conditions: Version 3.0

[\[https://www.preparedapp.com/prepared-live-terms-and-condition\]](https://www.preparedapp.com/prepared-live-terms-and-condition)



Appendix B – Special Terms

[None]





Standard Terms and Conditions for the Prepared™ Emergency Communications Service

These standard terms and conditions as set forth in this document (the "**Standard Terms**") shall apply to and govern any Order placed by a Client (as identified in such Order) for a subscription to the Prepared™ Emergency Communications Service from Invictus Apps, Inc., a Delaware corporation, ("**Invictus**"), to which these Standard Terms are attached or in which they are specifically referenced and which is signed by both Invictus and the Client. Placing the Order with Invictus constitutes Client's agreement to the Standard Terms set forth herein, as such Standard Terms may have been updated through the date of such Order.

Any different or additional terms in any purchase order (that is not an Order), proposal, offer, or other writing from Client to Invictus shall be deemed a material alteration of these Standard Terms and are hereby expressly objected to and rejected and shall be of no force or effect. Invictus' failure to object to any such terms and conditions from Client will neither be construed as Invictus' acceptance of such terms and conditions nor a waiver of these Standard Terms or the terms and conditions set forth in the Order. Commencement of performance shall not be construed as acceptance of any of Client's terms and conditions which are different from or in addition to those contained in these Standard Terms or the terms and conditions set forth in the Order. Course of performance or usage of trade shall not be applied to modify these Standard Terms or the terms and conditions of any Order. Invictus' offer to provide the Service is expressly conditioned upon Client's acceptance of these Standard Terms.

In consideration of the mutual promises and covenants contained in the Agreement and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Certain Definitions.** In addition to the capitalized terms defined above and elsewhere in this Agreement, the following capitalized terms as used in this Agreement shall have the meaning set forth below:

"Access Credentials" shall mean any username, identification number, password, license or security key, token, PIN or other code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access the Prepared Platform.

"Agreement" shall mean the written agreement entered into by Client and Invictus and comprised of (i) the Order issued by Client and accepted by Invictus in writing and (ii) these Standard Terms and (iii) the Exhibits and other Appendices to the Order, each as attached to and/or specifically referenced in the Order, and (iv) all other documents incorporated in the Order or in these Standard Terms by reference.

"API" shall mean a software or application programming interface made available by Invictus or a Third Party Application authorized by Invictus in connection with the Service, including the associated technical and administrative specifications, standards, requirements, procedures and communication protocols provided by Invictus, to allow a computer server to interface with another computer or server or to process a data file in an automated fashion. All APIs provided or made available by Invictus are part of the Prepared Platform.

"Business Day" shall mean any day that is not a Saturday or Sunday or a Federal holiday in the United States of America.

"Caller" shall mean a citizen caller who reports an emergency or threat to a Telecommunicator of Client by calling 911.

"Caller Data" shall mean the data, including text, video, audio, image, and location data, regardless of form or media, that are submitted or transmitted by a Caller or Caller's Mobile Device to Invictus from such Caller's Mobile Device during the Term of this Agreement.

"Caller Platform Extension" shall mean the proprietary web-based software application of Invictus, including its functionalities, features, services, data, design, graphics, images, text, graphical user interfaces, and all other content, which Invictus makes available to Callers for use in connection with the Service.

"Client Data" shall mean (1) the data and related information that

are submitted by Client to Invictus or the Prepared Platform, for creating and managing User accounts and providing access to Authorized Users and other Users of the Service, including to authorize or validate access to or use of the Prepared Platform and to establish the level of privileges and use rights associated with the Prepared Platform or the Service, (2) the information and data about a Caller submitted by an Authorized User of Client to Invictus or the Prepared Platform, including without limitation any mobile phone number and other contact information of a Caller, and (3) any communications sent by Client's Authorized Users to a Caller via the Prepared Platform, including the Call-Taker Console, and/or the Caller Platform Extension.

"Client Systems" shall mean the information technology infrastructure and networks of Client, whether operated directly by Client or through the use of Third Party services or resources.

"Cloud Server" shall mean a server or multiple connected servers, owned, controlled, operated or maintained by a Third Party, such as Amazon Web Services, Microsoft Azure or Google Cloud Platform, which is part of the Prepared Platform, and which host software, data or technology proprietary to Invictus or licensed by Invictus or any Client Data.

"Defective Client Data" shall mean any file submitted by Client that is defective, corrupt, unreadable or incomplete or any data or file(s) or that do(es) not comply with the specifications or requirements provided by Invictus for Client Data or that contains incorrect data or information with respect to any User, including information regarding a User's level of privileges or use rights that is inconsistent with the Subscription Tier ordered by Client.

"Emergency Responder" shall mean a licensed medical services provider, law enforcement officer, firefighter, volunteer firefighter or officer of a fire company, emergency medical technician, emergency nurse, ambulance operator, or provider of civil defense services.

"End User License" shall mean the terms and conditions of the end user license agreement that each User of the Service enters into with Invictus and which, together with this Agreement, shall govern the use by such User of the Service and the Prepared Platform.

"Force Majeure Event" shall mean any act of God, fire, flood, explosion, war, strikes, or other concerted work stoppages of labor, inability to obtain raw material, equipment or transportation breakage or failure of equipment or apparatus, or



loss of any necessary utility or interruption of power or communications sources or connections, failures in or affecting the performance, use, or availability of the Internet or associated intranets, any failure affecting the performance, use or availability or data transmission via cellular or wireless means, any Harmful Code released by a Third Party, any denial of service attacks, the terrorist, illegal, malicious, wanton, or capricious acts of a Third Party, changes or modifications in international, national, or industry standards or protocols, or the existence of or governmental action or court order or changes in laws prohibiting or imposing criminal penalties or civil liability for performance hereunder.

"Harmful Code" shall mean software or other technology, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede, any computer, software, database, system or network.

"Hours of Coverage" shall mean the period of time between 8:00 a.m. and 6:00 p.m. (East Coast Time) Monday – Friday, except for any Federal holiday.

"Intellectual Property Rights" shall mean any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any utility and design patent, copyright, trademark, trade secret, database right, database protection or other intellectual property rights, and all similar or equivalent rights or forms of protection, including without limitation under any license, and all associated rights of priority in any part of the world.

"Launch Date" shall mean the first Business Day following the end of the period of implementation of the Service pursuant to Section 2.1 hereof.

"Initial Subscription Period" shall mean (i) a period of twelve (12) consecutive months from the Launch Date or (ii) such longer period set forth in the Order.

"Invictus Marks" shall mean the trademarks and trade names and logos of Invictus, including the Prepared word mark and the Prepared logo as set forth on the top of this Agreement.

"Mobile Device" shall mean (i) a smartphone made by Apple, Inc. and running the iOS operating system made available by Apple Inc. or (ii) a smartphone made available by another hardware manufacturer that runs the Android operating system made available by Google Inc.

"Order" shall mean (i) such written order issued and delivered by Client to Invictus for the Prepared™ Emergency Communications Service as specified in such order, which order has been executed by Client and accepted and approved by Invictus in writing, or (ii) such other written agreement entered into between Client and Invictus relating to the Prepared™ Emergency Communications Service and executed by Client and Invictus, provided that such agreement expressly states that it serves as or includes such Order for purposes of these Standard Terms and that these Standard Terms shall be incorporated into such agreement by reference.

"Person" shall mean an individual, sole proprietorship, partnership, limited partnership, corporation, limited liability company, stock company, trust, unincorporated association, government agency, or other similar entity or organization.

"Prepared Platform" shall mean the software, cloud-based information technology platform, including the Call-Taker Console, servers operated by Invictus and Cloud Servers, and

computer code, software, technologies, processes, methods, algorithms, and data and content, including protocols, processes, workflows, and workflow engines (e.g., steps, logic, and functionality for implementation of out-of-the-box and custom business processes), rules engines and integration code, proprietary to Invictus or Third Party Applications licensed from Third Parties, that are used by Invictus in performing the Service. **"Prepared Platform"** shall also include any Prepared Platform Extensions.

"Prepared Platform Extension" shall mean a web-based or Mobile Device-installed software application of Invictus, including its functionalities, features, services, data, design, graphics, images, text, graphical user interfaces, and all other content, that Invictus makes available to Users of Client that are Emergency Responders of Client for use with the Service if the Client has subscribed to the applicable Paid Subscription Tier.

"Permitted Uses" shall be limited to the following uses of the Service: requesting, initiating, and managing the transmission of Caller Data from a Caller to the Prepared Platform regarding a pending emergency or emergency in progress that are transmitted by such Caller via a Caller Platform Extension and stored on the Prepared Platform for viewing of such Caller Data by Client's Authorized Users on a web-based or computer-installed graphical user interface and software dashboard made available to Telecommunicators and, if Client has subscribed to the applicable Paid Subscription Tier, to Authorized Users that are Emergency Responders, as part of the Prepared Platform (**"Call-Taker Console"**), and transmitting and managing communications with a Caller from and to such Call-Taker Console, and, if applicable, from and to Prepared Platform Extensions that Invictus makes available to Authorized Users of Client that are Emergency Responders of Client if the Client has subscribed to the applicable Paid Subscription Tier, as part of the Prepared Platform.

"Telecommunicator" shall mean a call taker or dispatcher in an emergency dispatch office, such as a public-safety answering point (PSAP), operated by or on behalf of Client which may communicate with a citizen caller or may send Emergency Responders to respond to an impending threat to public safety, provided that the term "Telecommunicator" shall not include any Emergency Responder.

"Service" shall mean Invictus' proprietary Prepared™ Emergency Communications Service that Invictus generally makes available to Client which allows Authorized Users of Client to initiate a request to a Caller, delivered to the Caller's Mobile Device, for the transmission of Caller Data from such Caller via such Caller's Mobile Device to the Prepared Platform for viewing on the Call-Taker Console by Client's Authorized Users of such Caller Data received from such Caller, and, if the Client has subscribed to the applicable Paid Subscription Tier, on a Prepared Platform Extension that Invictus makes available as part of the Prepared Platform to Authorized Users of Client that are Emergency Responders of Client, and stored on the Prepared Platform regarding a pending emergency or emergency in progress that are transmitted by such Caller via a Caller Platform Extension, including to view a live stream of such threat or emergency from a Caller, in each case through use of a Caller Platform Extension via the Mobile Device of such Caller, on the Call-Taker Console, and, if the Client has subscribed to the applicable Paid Subscription Tier, on such Prepared Platform Extension, as part of the Prepared Platform.



"**Subscription Tier**" shall mean the applicable subscription plan to which Client has subscribed as set forth in the Order, and which limits the categories of Users that may access and use the Service and the Prepared Platform. The applicable subscription plans available from Invictus are a "Base Subscription Tier" and "Paid Subscription Tiers."

"**Third Party**" shall mean a Person not a party to this Agreement.

"**Third Party Application**" shall mean any third-party software product, including any online application and offline software product, that is used by or as part of the Prepared Platform or any Caller Platform Extension.

"**Upgrade**" shall mean one or more materially new or different features or functionalities of the Service compared to a prior version of the Service in effect as of the Effective Date (as specified in the Order), including any new or additional content or software as part of any Caller Platform Extension.

2. Scope.

2.1. Implementation. Promptly following the Effective Date, Invictus shall use commercially reasonable efforts to implement the Service for use by Client's Authorized Users. Client shall provide reasonable cooperation and assistance in connection with such implementation. During this implementation period, Client shall make the Client Data available to Invictus, including by using the API provided by Invictus. Any delay by Client in providing data, documentation, information, access or resources as reasonably required by Invictus to implement the Service will give Invictus the right to extend such implementation period up to a period that is equivalent to the period of delay caused by Client.

2.2. Service. Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement and the End User License, commencing on the Launch Date, Invictus will use commercially reasonable efforts to make available to Client's Authorized Users the Service solely for the Permitted Uses during the Initial Subscription Period (as that period is set forth in the Order) and any Renewal Term.

2.3. Certain Limitations.

(a) Invictus shall have no obligation to provide the Service with respect to any Defective Client Data.

(b) Invictus shall have no obligation to provide the Service if (i) a User no longer qualifies as an Authorized User pursuant to **Section 3** hereof or has not accepted the applicable End User License; (ii) an Authorized User fails to initiate a request to a Caller for the transmission of Caller Data from such Caller to the Prepared Platform for viewing of such Caller Data by Client's Authorized Users received from such Caller; (iii) a Caller fails to respond to, or fails to take action in response to, a request from an Authorized User to transmit Caller Data or fails to use the Caller Platform Extension or fails to transmit Caller Data from such Caller's Mobile Device using the Caller Platform Extension; (iv) a Caller fails to operate the Caller Platform Extension in accordance with instructions provided by Invictus or displayed by the Caller Platform Extension or fails to accept the terms, conditions, or policies of Invictus with respect to the use of Caller Platform Extension and the transmission of Caller Data; (v) an Authorized User fails to operate the Call-Taker Console or, if applicable, a Prepared Platform Extension as part of the Prepared Platform in accordance with instructions provided by Invictus or displayed by the Call-Taker Console or, if applicable, the Prepared Platform Extension, or in accordance with the training provided by Invictus to such Authorized User; (vi) an

Authorized User has not been trained in the use of the Service or the use of the Call-Taker Console or the Prepared Platform; (vii) an Authorized User has not installed the applicable Prepared Platform Extension if the Client has subscribed to the applicable Paid Subscription Tier; or (viii) Client has not complied with the Technical Requirements or has failed to update the Client Systems with any critical software updates as required under the Technical Requirements.

2.4. Access; Upgrades.

(a) Client's Authorized Users may only access the Service through the Call-Taker Console, or the applicable Prepared Platform Extension if the Client has subscribed to the applicable Paid Subscription Tier, as part of the Prepared Platform made available by Invictus from Client Systems through the Internet. Client shall ensure that all such access to and use is limited to Client's Authorized Users. Client shall have responsibility for all such access and use by any Person. Client is responsible for the proper use of all Access Credentials, including verifying its Authorized Users and their access to and use of the use of the Prepared Platform via the Call-Taker Console and the applicable Prepared Platform Extension if the Client has subscribed to the applicable Paid Subscription Tier.

(b) Client's Authorized Users may only access the Prepared Platform remotely through the Internet, either through the Call-Taker Console made available by Invictus as part of the Prepared Platform or, with Invictus' prior written consent, by connecting the Prepared Platform to Client Systems using an API made available by Invictus, or through the applicable Prepared Platform Extension if the Client has subscribed to the applicable Paid Subscription Tier, and only for the Permitted Uses. Client shall ensure that all such access to and use is limited to Client's Authorized Users and through use of Client Systems. Client shall have responsibility for all such access and use by any Person, including by or through the Client Systems.

(c) Client's Authorized Users may only access the applicable Prepared Platform Extension as made available by Invictus as part of the Prepared Platform if the Client has subscribed to the applicable Paid Subscription Tier.

(d) Client is responsible for the proper use of all Access Credentials, including verifying its Authorized Users and their access to and use of the Prepared Platform as provided in **Section 2.4(b)** above.

(e) Client and its Authorized Users shall have no right to any Upgrades to the Service.

2.5. Service Initiation. Client acknowledges and agrees that Client's Authorized Users will need to input a Caller's mobile phone number to initiate a request to a Caller for the transmission of Caller Data from such Caller to the Prepared Platform for viewing of such Caller Data by Client's Authorized Users on the Call-Taker Console (and the applicable Prepared Platform Extension if the Client has subscribed to the applicable Paid Subscription Tier) as part of the Service. Client acknowledges and agrees that a Caller may not, at all or in a timely manner, transmit Caller Data to the Prepared Platform despite having received notification on their Mobile Device from the Prepared Platform of a request initiated by an Authorized User of Client to transmit Caller Data.

2.6. Service Availability.

(a) Subject to the terms and conditions of this Agreement, Invictus will use commercially reasonable efforts to make and keep the Service available to Client on a twenty-four (24) hour



per day basis during the Initial Subscription Period and any Renewal Term, provided that Client acknowledges and agrees that the Service may become unavailable as a result of any of the following exceptions (each, an "**Exception**"): (i) access to or use of the Service, or any use of Access Credentials, that does not strictly comply with this Agreement; (ii) any failure or unavailability of its Authorized User's Internet connectivity; (iii) a Force Majeure Event; (iv) any failure, interruption, outage or other problem with any Caller Platform Extension, the Prepared Platform or any component of any of the foregoing that was not developed by Invictus but that is used, directly or indirectly, by Invictus in performing the Service, including any Cloud Server, and any unscheduled maintenance of any of the foregoing as a result of such failure, interruption, outage or other problem; (v) any Scheduled Downtime (as defined below); or (vi) any disabling, suspension or termination of the Service pursuant to **Section 2.11** below.

(b) To the extent practicable, all planned unavailability of the Service, such as for maintenance or repair or updates of the Service or any part or component of any Invictus technology will be scheduled outside of regular hours of operations of Client, such as, e.g., in the late evening or during the night or on days that are not Business Days, ("**Scheduled Downtime**").

(c) Invictus shall not be liable to Client for any unavailability of the Service resulting from any of the Exceptions described in this **Section 2.6**.

(d) In the event the Service is not available to Client and such unavailability is not due to any of the Exceptions, Client's sole remedy for such unavailability shall be for Invictus to use commercially reasonable efforts to correct such unavailability of the Service.

2.7. Technical Support.

(a) Invictus will, as part of the Service and at no additional charge to Client, provide Client with the following technical support services to Client and its Authorized Users in connection with the Service: Invictus will respond to Client's and its Authorized Users' technical support questions about the Service and the Prepared Platform and its operation via email and via telephone, provided that email shall be the preferred means of providing technical support, within the scope of its standard technical support services during the Hours of Coverage. Invictus shall have no obligation to provide any other technical support services to Client.

(b) Client will provide, and will ensure that its Authorized Users' provide Invictus with, the relevant information and documentation in its or their respective possession or under its or their respective control requested by Invictus to which Client's or its Authorized Users' technical support questions pertain.

(c) Invictus' sole liability and Client's sole remedy for any failure to provide technical support services shall be for Invictus to use the commercially reasonable efforts to correct such failure through further technical support services.

2.8. Training. Invictus will, at its election and as requested by Client, provide such training on site or remotely via video conference or via recorded instructions. Client shall ensure that all such Authorized Users will have participated in such training. Invictus will, at its election and as requested by Client, provide such training from time-to-time for new Authorized Users. Invictus shall have the right to require Client to pay Invictus' standard fees and reimburse its travel expenses for all training that Client may request, including during any Renewal Term. Invictus will present a detail explanation of fees prior to providing the related training services

Client will make available, at no charge to Invictus, facilities for any on-site training sessions or provide its Authorized Users access to computer and camera equipment and Internet connections and remote conferencing software to ensure that its Authorized Users can participate in such training by Invictus.

2.9. Changes. Invictus reserves the right, in its sole discretion, to make any changes or alterations to the Service, the Caller Platform Extensions and the Prepared Platform, that it deems necessary or useful to (i) maintain or enhance the quality or delivery of the Service to Client; (ii) comply with applicable law; or (iii) avoid or preempt any claims of infringement of a Third Party's Intellectual Property Rights.

2.10. Monitoring. Invictus may internally monitor and track Client's, each Authorized User's and any other User's access to and use of the Service and the Prepared Platform, including through the collection and analysis of usage data, such as the IP addresses of Users and through electronic tracking technology and all other lawful means. Invictus may also internally monitor and track each Caller's and any other user's access to and use of the Caller Platform Extension, including through the collection and analysis of usage data, such as the IP addresses of Callers and other users and through electronic tracking technology and all other lawful means

2.11. Suspension of the Service.

(a) Invictus may at any time suspend or block or otherwise deny Client's or any Authorized User's or any other User's or Person's access to or use of the Service, any Prepared Platform Extensions, or the Caller Platform Extensions, or Caller Data, without incurring any resulting liability, if: (i) Invictus believes in good faith that such a suspension is necessary to maintain the security or integrity of any Caller Platform Extension, Mobile Device of a Caller, or the Prepared Platform, including any applicable Prepared Platform Extension, or to prevent misuse of any of the foregoing by any Person, including Client or any Authorized User or other User; (ii) Client or Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Service or the Prepared Platform beyond the scope of the rights granted under this Agreement or the applicable End User License; (iii) Client or any Authorized User is, has been or is likely to be involved in any fraudulent or unlawful activities relating to the Service, the Caller Platform Extensions or the Prepared Platform; (iv) Invictus receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Invictus to do so; (v) Client has failed to pay any fee(s) to Invictus when due hereunder; (vi) Invictus reasonable believes that its continued performance of its obligations under this Agreement, including the performance by Invictus of the Service, becomes substantially more difficult or expensive, or impossible (without violating, or without incurring criminal penalties or civil liability under, the laws or regulations) under applicable laws or regulations or due to a substantive change in applicable laws or regulations after the Effective Date or infringes another Person's Intellectual Property Rights; or (vii) this Agreement expires or is terminated. This **Section 2.11** does not limit any of Invictus' other rights or remedies, whether at law, in equity or under this Agreement.

(b) Invictus shall not be liable for any failure to provide access to or use of the Service or any Prepared Platform Extension or any Caller Platform Extension or Caller Data during such suspension. Invictus will reinstate access to or operation of the Service once the basis for such suspension has dissipated in



Invictus' judgment, provided this Agreement has not already been terminated or expired.

2.12. Notice of Unauthorized Access. Client shall notify Invictus promptly if Client becomes aware of any unauthorized access to or use of any Caller Data, any Mobile Device of a Caller, or Caller Platform Extensions or the Prepared Platform, including any Prepared Platform Extension, by any Person.

2.13. Use of Subcontractors. Invictus may subcontract with any subcontractor for performance of the Service or any component or task thereof, provided that Invictus shall remain responsible for the performance of its obligations under this Agreement.

3. Users.

3.1. Authorized Users.

(a) Access to and use of the Service and the Prepared Platform and Caller Data shall be limited to the following adult employees of Client while they are in the employment of Client and not on administrative leave or suspension (each such individual, an "User"). If Client has subscribed to the Base Subscription Tier, Users shall be limited to (i) Users who are employed by Client only as Telecommunicators and (ii) Users who are employed as Emergency Responders by Client but only while they act as and perform only the services of a Telecommunicator from and in an emergency dispatch office, such as a public-safety answering point (PSAP), operated by or on behalf of Client which may communicate with a citizen caller or may send other Emergency Responders to respond to an impending threat to public safety, provided that Client shall ensure that the number of its Users employed as Telecommunicators (and Users who are employed as Emergency Responders by Client but only while they act as and perform only the services of a Telecommunicator from and in an emergency dispatch office) does not, at any time, exceed such maximum number of Telecommunicators as set forth in such Order.

(b) If Client has subscribed to a Paid Subscription Tier, access to and use of the Service and the Prepared Platform and Caller Data shall be limited to the following Users, all of whom who shall be employed by Client: The maximum number of Users employed by Client as Telecommunicators as set forth in the Order and the maximum number of Users employed by Client as Emergency Responders as set forth in the Order, and Client shall ensure that the number of its Users shall not, at any time, exceed such maximum number of Telecommunicators and Emergency Responders as set forth in such Order. If Client has subscribed to the applicable Paid Subscription Tier, Client's Authorized Users that are Emergency Responders may also access the Caller Data remotely through Prepared Platform Extensions, provided that Client shall ensure that the number of such Users that are Emergency Responders shall not, at any time, exceed such maximum number of Emergency Responders as set forth in such Order.

(c) Client shall elect to authorize which such Users under clause (a) or (b) above shall have access to and use of the Service and the Prepared Platform, including if applicable any Prepared Platform Extensions, (each User so authorized, an "Authorized User"), provided that Client shall ensure that such Authorized Users shall not exceed the applicable maximum number of such Users as set forth in such Order.

3.2. Emergency Responders. Client acknowledges and agrees that pursuant to **Section 3.1(a)**, if Client has subscribed to the Base Subscription Tier, Users shall not include Emergency Responders (except to the extent they perform services as Telecommunicators as further provided in **Section 3.1(a)**).

3.3. Termination of Authorized User Status. All access to and use of the Service and the Prepared Platform and Caller Data by an Authorized User shall automatically cease, and any such individual shall no longer be deemed an Authorized User, if such individual is no longer a User or Client has notified Invictus that such individual is no longer an Authorized User, including by delivering updated Client Data to Invictus. Invictus will make the Service available only for use by the maximum number of Authorized Users as set forth in the Order. Client may reduce the number of such Authorized Users by giving written notice to Client. Any such reduction shall not entitle Client to any refund or recovery of any subscription fees or other fees paid by Client.

4. Feedback. Invictus may request Feedback from Client or Authorized Users regarding the Service during the Term. Upon such reasonable request by Invictus, Client will, and will cause its Authorized Users to, use good faith efforts to provide Feedback regarding the Service or the Caller Platform Extensions, based upon the uses and user experience of Client and such Authorized Users.

5. Fees and Charges.

5.1. Implementation Fee. Client shall pay to Invictus the Implementation Fee, if any, in the amount set forth in the Order (the "Implementation Fee"). For clarity, if Client has subscribed to the Base Subscription Tier, no Implementation Fee shall be due and payable by Client.

5.2. Subscription Fees. Client shall pay to Invictus (i) the subscription fee, if any, in the amount as set forth in the Order for each consecutive twelve-month period during the Initial Subscription Period and (ii) the subscription fee as set forth in the Order for each Renewal Term thereafter which may be increased as provided in **Section 5.5** below. For clarity, if Client has subscribed to the Base Subscription Tier, no subscription fee shall be due and payable by Client.

5.3. Paid Subscription Tier. If Client elects to subscribe to a Paid Subscription Tier, including by executing a new Order for such Paid Subscription Tier, Client shall pay (i) the subscription fee, if any, in the amount as set forth in the Order for such Paid Subscription Tier for each consecutive twelve month period during the Initial Subscription Period and the subscription fee as set forth on such Order for each Renewal Term thereafter which may be increased as provided in **Section 5.5** below or (ii) the subscription fee at the then applicable list prices of Invictus for such Paid Subscription Tier under Invictus' then applicable pricing policy for each consecutive twelve month period during the Initial Subscription Period and for each Renewal Term thereafter which may be increased as provided in **Section 5.5** below.

5.4. Additional Fees and Services. Any other services, other than the Service, to be performed or provided by Invictus shall require payment by Client to Invictus of the service, subscription and other fees at Invictus' then applicable list prices and subject to Invictus' then applicable pricing policy except as otherwise expressly agreed to by both Invictus and Client. Without limiting the generality of the foregoing, Client shall pay the additional fees, if any, set forth in the Order for the services



to be provided by Invictus as specified in the Order and any applicable Appendix.

5.5. **Increases.** Invictus may, in its discretion, increase the subscription fee for any Renewal Term by giving notice of such increase to Client no less than ninety (90) days prior to the start of such Renewal Term. If Invictus does not give timely notice of such increase, the subscription fee shall not be increased for such Renewal Term, and Client shall, subject to the provisions of **Section 5.3** above, continue to pay the applicable subscription fee, if any, for such Renewal Term, in the same amounts that Client paid during the immediately preceding term.

5.6. **Due Dates.** Client shall pay all fees, amounts and taxes or assessments due hereunder to Invictus within twenty (20) calendar days after the date of the corresponding invoice from Invictus delivered to Client. Delivery of any such invoice may be made to Client by mail, courier, delivery service (such as FedEx), e-mail or electronic delivery. Payment by Client shall be made by check made payable to the order of Invictus and sent to Invictus or by bank wire transfer into a bank account specified by Invictus in writing. Invictus may issue an invoice to Client for the Implementation Fee on or after the Effective Date. Invictus may issue an invoice to Client for the subscription fee for the entire Initial Subscription Period on or after the Effective Date. Invictus may issue an invoice to Client for the subscription fee for any Renewal Term on or after the start of such Renewal Term. Invictus may issue an invoice to Client for any additional services on or after the date specified in the Order and any applicable Appendix with respect to such addition services.

5.7. **Late Payment.** If Client fails to make any payment when due then, in addition to all other remedies that may be available to Invictus:

(i) Invictus may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law;

(ii) Client shall reimburse Invictus for all reasonable costs incurred by Invictus in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and

(iii) if such failure continues for twenty (20) days, Invictus may suspend performance of the Service until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Client or any other Person by reason of such suspension.

5.8. **Taxes.** All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Client is responsible for all sales, use, value-added, privilege and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority, now in force or enacted in the future, on any amounts payable by Client hereunder, other than any taxes imposed on Invictus' income. Invictus may invoice Client for any such taxes and assessments, which Client shall pay. Invictus will remit any payments from Client for such taxes and assessments made on any such invoice directly to the appropriate taxing authorities. If Client is exempt from the payment of such taxes or other assessments, Client shall provide Invictus with documentary proof of such exemption issued by the appropriate taxing authority. Client is responsible for obtaining and providing to Invictus any such certificate or other documentary proof of such exemption.

5.9. **No Set-Offs.** All amounts payable to Invictus under this Agreement shall be paid by Client to Invictus in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason. All fees paid by Client are not refundable.

6. **License and Restrictions.**

6.1. **Client Licenses.**

(a) Subject to and conditioned on Client's and its Authorized Users' compliance with and performance of all terms and conditions of this Agreement and the End User License, Invictus hereby grants Client the personal, non-exclusive, non-transferable, non-sublicensable license under the Intellectual Property Rights of Invictus to use the Prepared Platform during the Initial Subscription Period and any Renewal Term and only in strict compliance with the Permitted Uses and subject to the restrictions and other limitations set forth in this Agreement and the End User License and only by and through Client's Authorized Users.

(b) Subject to and conditioned on Client's and its Authorized Users' compliance with and performance of all terms and conditions of this Agreement and the End User License, Invictus hereby grants Client the personal, non-exclusive, non-transferable, royalty-free worldwide license under the Intellectual Property Rights of Invictus to use, host, store, view, perform or display (whether to the public or otherwise), copy, reproduce, modify, and create derivative works of the Caller Data transmitted or made available to Client's Authorized Users hereunder during the Term, including without limitation to make such Caller Data available to any third party for purposes of complying with requests for disclosure of Caller Data under the Freedom of Information Act (FOIA) or other similar federal or state laws or regulations or as otherwise required by applicable law, regulation or court order, during the Initial Subscription Period and any Renewal Term and thereafter. The license granted to Client under this **Section 6.1(b)** shall survive the termination or expiration of this Agreement, provided only that notwithstanding any other provision hereof, such license granted to Client pursuant to this **Section 6.1(b)** shall terminate with respect to specific Caller Data if and only to the extent Invictus no longer holds a license to such specific Caller Data and Invictus gives written notice of such license termination. For clarity, any such termination shall not terminate Client's license under this **Section 6.1(b)** with respect to any other Caller Data.

6.2. **Reservation of Rights.** All rights not expressly granted to Client are reserved by Invictus and its licensors. Nothing in this Agreement grants any right, title or interest in or to any Intellectual Property Rights in or relating to the Caller Platform Extensions and the Prepared Platform or any Caller Data, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Caller Platform Extensions and the Prepared Platform and all Caller Data shall remain with Invictus and its licensors.

6.3. **Limitations and Restrictions.**

(a) Client shall use, and shall ensure that its Authorized Users use, the Service and the Prepared Platform and any Caller Data only for the Permitted Uses and as authorized in **Section 6.1**.

(b) Client shall not offer for sale, distribute, or sell the Service or the Prepared Platform. Client shall not, and shall not permit any other Person to, modify, or create improvements, derivative works or transformative works of or based upon any



Prepared Platform or any part or feature thereof.

(c) Client shall not, and shall not permit any Person, to bypass or breach any security or protection used for the Prepared Platform or the Caller Platform Extension to prevent unauthorized access to Caller Data or software, algorithms, data, information or functionalities or features of the Caller Platform Extension or the Prepared Platform. Client shall not, and shall not permit any other Person to, gain (or attempt to gain) any access to the Prepared Platform or Caller Data, or bypass or breach any security device or protection used for the Caller Platform Extension or the Prepared Platform, in order to access to Caller Data or other data or information or functionalities or features of the Caller Platform Extension or the Prepared Platform, that Client and its Authorized Users shall not have access to through normal access or use of the Service and the Prepared Platform.

(d) Client shall not, and shall not permit any other Person to, decompile any object code of, or reverse engineer, disassemble, decode, discover, reconstruct, adapt, translate or otherwise derive or gain access to any source code of any software that is part of the Caller Platform Extension or the Prepared Platform, the structure, sequence or organization of such source code or any algorithm, method, process, workflow or model that is part of the Caller Platform Extension or the Prepared Platform or used in developing or performing the Service, in whole or in part, or attempt to do any of the foregoing.

(e) Client shall not, and shall not permit any other Person to, access or use the Caller Platform Extension or the Prepared Platform in order to

(1) build any product or service that is similar to the Service or the Caller Platform Extension or the Prepared Platform, including any Prepared Platform Extension, or that uses similar features or functions, content, or graphics as those of or used by or for the Service or the Caller Platform Extension or the Prepared Platform, or in order to copy or imitate any feature or functionality of the Service or Caller Platform Extension or the Prepared Platform, whether or not intended to compete with the Service, or

(2) engage in systematic retrieval of any data or content from the Caller Platform Extension or the Prepared Platform.

(f) Client shall not, and shall not permit any other Person to, (i) input, upload, transmit or otherwise provide to or through the submission of any Client Data or through access to or use of the Prepared Platform any Harmful Code, (ii) access, use, or copy any portion of the Caller Platform Extension or the Prepared Platform through the use of bots, spiders, crawlers, indexing agents, or other automated programs, means, algorithms, software, devices, or mechanisms (collectively, "Bots"), (iii) use any Bots or any similar or equivalent manual process to systematically and/or automatically search, scrape, extract, index, or create abstracts of, the Caller Platform Extension or the Prepared Platform, (iv) create any denial of service with respect to the Service, (v) falsify, modify, manipulate, or obscure any data or other content of the Caller Platform Extension or the Prepared Platform, or (vi) discover, or attempt to discover, any usage by any Caller or any other Person of the Caller Platform Extension or any usage by any Person of the Prepared Platform or any service provided by Invictus, including any queries or usage or reports or output or other query results.

(g) Client shall not, and shall not permit any other Person to, remove, delete, alter or obscure any source identification, product identification, ownership identification, disclaimers, or copyright, trademark, patent or other intellectual property or proprietary rights notices or markings contained in, displayed by, or provided with the Service or the Prepared Platform.

(h) Client shall not, and shall not permit any other Person to, access, observe, or use the Prepared Platform or the Service for purposes of competitive analysis of the availability, performance or functionality of the Service, the Caller Platform Extension, or the Prepared Platform, or for any other benchmarking and shall not disclose or publicize the results of any such analysis or benchmarking.

(i) Client shall not, and shall not permit any other Person to, access or use the Service or the Caller Platform Extension or the Prepared Platform or any Caller Data in any manner or for any purpose that violates any applicable law or regulation.

(j) Client shall not, and shall not permit any other Person to, damage, destroy, disrupt, disable, impair, interfere with or otherwise harm the Caller Platform Extension or the Prepared Platform or any Caller Data.

(k) Client shall not, and shall not permit any other Person to, copy or use the design, including the layout, organization, color scheme, and graphics of the Caller Platform Extension or the Prepared Platform.

(l) Client shall not, and shall not permit any other Person to, access, use, give access to or use of the Caller Platform Extension or the Prepared Platform or any Caller Data in connection with any time-sharing, service bureau, software as a service, cloud service, or data processing service arrangements.

(m) Client shall not, and shall not permit any other Person to, gain (or attempt to gain) any access to the Prepared Platform, or bypass or breach any security device or protection used for the Caller Platform Extension or the Prepared Platform or the Caller Data, in order to gain access to data or information or functionalities or features of the Caller Platform Extension or the Prepared Platform or any Caller Data, that Client and its Authorized Users shall not have access to through normal access or use of the Service from the Call-Taker Console, or the applicable Prepared Platform Extension if the Client has subscribed to the applicable Paid Subscription Tier, as part of the Prepared Platform.

(n) Client shall not, and shall not permit any other Person to, access or use or store any Caller Data except as authorized in this Agreement. Client shall not, and shall ensure that its Users shall not, download, store, or transfer, any Caller Data from the Prepared Platform or any Cloud Servers, except as authorized in this Agreement. If Client has subscribed to the Base Subscription Tier, Client may not transfer or make available or accessible any audiovisual Caller Data to any Emergency Responder via the Prepared Platform. If Client has subscribed to a Paid Subscription Tier, Client may transfer or make available or accessible any audiovisual Caller Data to Emergency Responders that are Authorized Users via the Prepared Platform as further provided in and limited by this Agreement.

6.4. Use of APIs. Client shall use only the APIs provided by Invictus for automated submission of Client Data to the Prepared Platform.



6.5. Limited Client License. Client hereby grants to Invictus and its subcontractors and their respective successors and assigns, a royalty-free, fully-paid, non-exclusive, sublicensable and transferable worldwide right and license to use, reproduce, modify, adapt, and create derivative and transformative works of any Client Data submitted by Client solely for purposes of (i) providing and performing the Service and otherwise performing this Agreement, including storing any such Client Data as provided in this Agreement, and (ii) monitoring compliance of this Agreement by Client and its Authorized Users, and (iii) researching, developing, and improving the Service and the Caller Platform Extension and the Prepared Platform and other products and services of Invictus.

7. Certain Client Obligations and Responsibilities.

7.1. No Export. Client shall not export or authorize or allow the export of the Prepared Platform. Client shall not engage in any transaction that gives reason to suspect that the Prepared Platform will be exported or diverted in violation of any applicable laws (including without limitation based upon such factors as suspect customers, abnormal transaction circumstances, or other "red flag" indicators).

7.2. Technical Requirements. Client and its Authorized Users are responsible for procuring necessary hardware, software, communications facilities and Internet connection, together with the requisite licenses, to satisfy the technical requirements for Client to access and operate the Prepared Platform from the Client Systems (the "Technical Requirements").

7.3. Corrective Action and Notice. If Client becomes aware of any actual or threatened activity outside the Permitted Uses or that are prohibited by Sections 6.3 or 6.4 hereof, Client shall, and shall cause its Authorized Users to, immediately: (i) take all reasonable and lawful measures within its control that are necessary to stop the activity or threatened activity and to mitigate its effects; and (ii) notify Invictus of any such actual or threatened activity.

7.4. Errors. Client shall use commercially reasonable efforts to promptly notify Invictus of any errors or defects in the Service or the Caller Platform Extension or the Prepared Platform of which Client becomes aware.

8. Data.

8.1. Backups. The Service does not replace the need for Client to maintain regular data backups or redundant data archives of Client Data and Caller Data. Invictus HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, DESTRUCTION, DAMAGE, OR CORRUPTION OF ANY CLIENT DATA OR ANY CALLER DATA.

8.2. Storage and Use of Client Data. Client agrees that Client Data may be uploaded and copied to and stored on the Prepared Platform, including on any Cloud Servers, only in connection with Invictus' performance of the Service. Invictus may, subject to the provisions of Section 9 below, copy and store the Client Data, or copies thereof, in backup storage systems that are part of the Prepared Technology Platform during the term of this Agreement and for a period of up to ten (10) years following the expiration or termination of this Agreement or such longer period as may be required by applicable law. Invictus shall have no obligation to store Client Data or Caller Data after the expiration or earlier termination of this Agreement. Invictus may use, copy and reproduce the Client Data to process the Client Data in order to provide the Service.

9. Security.

9.1. Security by Invictus. Invictus will take reasonable precautions to protect the security of the Prepared Platform from unauthorized access, use misuse or deactivation by an unauthorized Third Party of the Service and any unauthorized access to or use any Client Data delivered to Invictus, provided that Invictus shall not be responsible for any such unauthorized access, use misuse or deactivation as a result of any action or inaction of any Third Party hosting provider with respect to any Cloud Servers on which any Client Data are stored and that Invictus may disclose any Client Data if compelled by a court. Invictus will take reasonable measures to prevent such access or use of Client Data by the employees and contractors of Invictus except (i) to provide the Service and the technical support hereof, and to prevent or address Service or technical errors or problems, (ii) determine whether any file containing Client Data is or contains Defective Client Data, (iii) as compelled by law or a court, or (iv) as otherwise expressly permitted in this Agreement or by Client in writing.

9.2. Security by Client. Client shall maintain reasonable security measures to safeguard the Prepared Platform and Caller Data from unauthorized access or use or misuse or deactivation by any other Person, including by using only secure connections and secure Client Systems and maintaining the confidentiality of Access Credentials and not allowing any other Person, other than Client's Authorized Users, to use any Access Credentials (whether on Client's behalf or otherwise). Client shall notify Invictus promptly upon becoming aware of any unauthorized disclosure, access to, use, or misuse of any Access Credentials. Client shall employ all reasonable physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (i) securely administer the distribution to and use by its Authorized Users of all Access Credentials and (ii) protect against any unauthorized access to or use or misuse of the Prepared Platform or any Caller Data.

9.3. Client Control and Responsibility. Client retains sole responsibility for (i) the Client Systems, (ii) the security and use of Client's and its Authorized Users' Access Credentials, and (iii) all access of the Prepared Platform and Caller Data, directly or indirectly, by or through its Authorized Users' Access Credentials, with or without Client's knowledge or consent. Client shall ensure that its Authorized Users protect their Access Credentials and not make them available to any other Person.

10. Branding and Communications; Marketing.

10.1. Invictus Marks. Client is not granted any right to, and shall not, use, directly or indirectly, in whole or in part, any Invictus Marks, except as may be specifically authorized by Invictus in writing prior to such use. Client shall not, without the prior written consent of Invictus, use or attempt to register any logo, mark or name that is likely to be similar to or confused with any Invictus Mark. All goodwill resulting from the use of the Invictus Marks will inure solely to Invictus.

10.2. Reference Customer. Upon request by Invictus, Client may act as a reference customer of Invictus with respect to the Service, including by responding to reasonable inquiries from prospective customers of Invictus, provided that (i) acting as a reference customer shall not result in any unreasonable disruption to Client's business and operations, and (ii) Client shall not incur any expenses in connection with acting as a reference customer for Invictus. Invictus shall not compensate Client for acting as a reference customer for Invictus.



10.3. Press Release. At the request of Invictus, the parties shall issue a joint media release announcing the transaction set forth in this Agreement without disclosing the financial terms set forth in this Agreement within sixty (60) days following such request.

10.4. Other Publicity. Invictus may identify Client as a customer of Invictus on the website of Invictus and in electronic, online and printed marketing materials of Invictus and in future press releases of Invictus, including by using and displaying the business name and logo of Client for that purpose.

10.5. Statements to Third Parties. Client shall make or give no representations, warranties or undertakings, whether orally, electronically or in writing, with respect to, the Service or Invictus or the Caller Platform Extension or the Prepared Platform or any part thereof to any Third Party, except as expressly authorized in writing by Invictus.

10.6. Dissemination of Promotional or Educational Information. All informational, educational, instructional, safety, practice, and promotional materials, documents, literature, forms, or instructions to be used, distributed, disseminated or published by Client, whether in written or electronic form and whether to any User or any Third Party, including without limitation any employee or staff of Client, or any Emergency Responders that relate to the Service or the Prepared Platform or the Caller Platform Extension or Invictus shall be subject to review and written approval by Invictus prior to any such publication, dissemination or distribution, provided that any such use shall in no event extend beyond the Term.

11. Intellectual Property Rights.

11.1. Invictus IP.

(a) Invictus is the distributor of the Service and the licensor of the Prepared Platform and the Caller Platform Extensions. All right, title and interest in and to Caller Platform Extensions and the Prepared Platform and all Caller Data, including all Intellectual Property Rights in any of the foregoing, are and shall remain with Invictus and its licensors, if any, including all applicable rights to: (i) copyrights, including all rights incident to copyright ownership, such as all rights of publication, registration, copying and rights to create derivative works; (ii) utility and design patents and patent applications; and (iii) trade secrets.

(b) Nothing in this Agreement grants, or shall be construed as granting, to Client any ownership rights or Intellectual Property Rights in or to any Caller Platform Extension or the Prepared Platform, or any part thereof, or any Caller Data to Client, whether by assignment, contract or otherwise, including without limitation to any trade secret, or to any invention, copyright, patent application or patent or any other Intellectual Property Right that has been created or developed or that has issued or that may issue or may be created or developed during the Term. Client has no right, license or authorization with respect to any Caller Platform Extension or the Prepared Platform or any Caller Data, except as expressly set forth in **Section 6.1** above, in each case subject to **Sections 6.1, 6.3 and 6.4** and **9.2** above. Access to and use of the Prepared Platform and Caller Data does not in any way grant Client or any User or other Person any Intellectual Property Rights to, or any license or right to use, the Prepared Platform or any Caller Data for any purpose, except for the limited license granted in **Section 6.1** above, in each case subject to **Sections 6.1, 6.3, 6.4** and **9.2** above. All other rights in and to the Prepared Platform and Caller Data, are expressly reserved by Invictus and its licensors.

11.2. Value in Invictus IP. Client acknowledges and agrees that the Caller Platform Extension, including all of its software, features, functionalities, graphics, designs and graphical user interface, and the Prepared Platform are commercially valuable assets of Invictus, the development of which required the investment of substantial time, effort and cost by Invictus. Client further acknowledges and agrees that the Caller Platform Extension, including all of its software, features, functionalities, graphics, designs and graphical user interface, and the Prepared Platform and all Caller Data are protected by the Intellectual Property Rights held by Invictus and its licensors.

11.3. Feedback. Client or any of its Authorized Users may provide suggestions, ideas, inventions, innovations, improvements, enhancements, feedback, recommendations or other information to Invictus with respect to the Service or the Caller Platform Extension or the Prepared Platform in whatever form, whether or not patentable or copyrightable or made or conceived solely or jointly with others (collectively, "**Feedback**"). Invictus may use Feedback for any purpose without obligation of any kind, and Client acknowledges and agrees, also on behalf of each Authorized User, that such Feedback, and all Intellectual Property Rights with respect thereto, shall become the sole property of Invictus, and Client, also on behalf of each Authorized User, hereby transfers and assigns exclusively to Invictus all right, title and interest in and to the Feedback and any and all related Intellectual Property Rights in the United States of America and all other countries and jurisdictions and appoints any officer of Invictus as his, her or its duly authorized agent to execute, file, prosecute and protect the same before any patent or copyright office or government or government agency. Upon request of Invictus, and without further compensation, Client shall, and shall cause its Authorized Users to, execute such further assignments, documents and other instruments as may be necessary or desirable to fully, exclusively and completely assign all Feedback to Invictus worldwide and to assist Invictus in applying for, obtaining and enforcing patents, copyrights, or other Intellectual Property Rights in any jurisdiction with respect to any Feedback. Client agrees that the obligations and undertakings stated in this **Section 11.3** shall continue beyond the termination of this Agreement. Client shall, and shall cause its Authorized Users to, keep such Feedback confidential and to disclose it only to Invictus.

12. Confidentiality. Invictus shall maintain the confidentiality of all Client Data provided by Client except as necessary for Invictus to perform the Service or its obligations under this Agreement or except as provided by applicable law or regulation or order of a court or government authority.

13. Term and Termination.

13.1. Term and Launch. This Agreement shall become effective upon the Effective Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, this Agreement will remain in full force and effect until the end of the Initial Subscription Period as set forth in the Order ("**Term**") and shall expire at the end of the Initial Subscription Period, unless renewed pursuant to the provisions of **Section 13.2** below.

13.2. Renewal. The Term of this Agreement shall automatically renew for successive twelve (12) month periods, unless either party gives written notice to the other party of its intention not to renew this Agreement at least thirty (30) days prior to the end of the then current term (each, such 12-month renewal period, a "**Renewal Term**").



13.3. Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(a) Invictus may terminate this Agreement, effective on written notice to Client, if (i) Client fails to pay any amount, if any, when due under this Agreement and such failure continues more than 15 days after Invictus' delivery of written notice thereof or (ii) Client breaches any of its obligations under **Sections 2.2, 6.3, 6.4, 9.2, or 11**, above.

(b) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.

(c) Invictus may terminate this Agreement, effective on written notice to Client, if Invictus reasonably believes that any applicable law or regulation, or any ruling, order, decision or action of a governmental agency or court, including as may be amended or enacted or applied during the Term, prohibits or prevents Invictus from providing the Service or from complying with this Agreement, or the provision or performance by Invictus of the Service or any Caller Data becomes significantly more difficult or expensive, or impossible without violating, or without incurring criminal penalties or civil or administrative liability under, the applicable law or regulation;

(d) If the Order permits Client to terminate the Service early, Client may unilaterally terminate this Agreement by giving written notice to Invictus of such termination, in which case no further payments shall be due to Invictus and this Agreement shall terminate upon expiration of the applicable notice period set forth in the Order.

13.4. Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement and in addition to the other provisions of this Agreement applicable to its expiration or termination:

(a) all rights, licenses, consents and authorizations granted by Invictus to Client hereunder will immediately terminate and Invictus will cease providing the Service or making the Caller Data available effective immediately upon such expiration or termination, regardless of the cause of any such termination or expiration;

(b) such expiration or termination for any cause will not release any party hereto from any liability which at the time of expiration or termination has already accrued to the other party or which thereafter may accrue in respect of any act or omission prior to the expiration or termination, nor shall such expiration or termination affect in any way the survival of any right, duty or obligation of either party hereto which is expressly stated elsewhere in this Agreement to survive such expiration or termination; and

(c) such termination or expiration shall not affect any other remedy that a party may have at law or in equity.

13.5. Surviving Terms. The provisions in the following sections hereof and any other right or obligation of the parties in this Agreement that, by the nature of such provision, should survive termination or expiration of this Agreement will survive any expiration or termination of this Agreement, subject to any time limitations, if any, in such provisions: **Sections 1, 6.1(b), 6.3, 6.5, 7.1, 9.1, 9.2, 11, 12, 13.4, 13.5, 15, 16, and 17** hereof.

14. Representations and Warranties; Disclaimers.

14.1. Mutual Representations and Warranties.

Each party represents and warrants to the other party that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) the execution of this Agreement by its representative(s) has been duly authorized by all necessary corporate or organizational action of such party; and (iii) such party will not deliver or make available Harmful Code to the other party, including as part of any files or data or content delivered to the other party.

14.2. Additional Client Representation, Warranty and Covenant. Client represents and warrants that Client has and will have the necessary rights, permissions, licenses and consents in and relating to the Client Data as provided in this Agreement and to grant the license as set forth in **Section 6.5** above.

14.3. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN **SECTION 14.1** ABOVE, THE SERVICE AND THE CALLER PLATFORM EXTENSION AND THE PREPARED PLATFORM ARE PROVIDED, OPERATED AND MADE AVAILABLE "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND, TO THE FULLEST EXTENT PERMITTED BY LAW, INVICTUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND INVICTUS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND INDUSTRY CERTIFICATIONS, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, INVICTUS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICE OR THE CALLER PLATFORM EXTENSION OR THE PREPARED PLATFORM, INCLUDING WITHOUT LIMITATION ANY PREPARED PLATFORM EXTENSIONS, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, OR BE SECURE, ERROR-FREE, ACCURATE, CURRENT, OR COMPLETE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, INVICTUS SHALL HAVE NO OBLIGATION TO CORRECT, AND HEREBY DISCLAIMS ALL LIABILITY WITH RESPECT TO, ANY KNOWN ERRORS OR DEFICIENCIES OR "BUGS" OF THE CALLER PLATFORM EXTENSION AND THE PREPARED PLATFORM, INCLUDING AS MAY BE DISCLOSED TO CLIENT. ALL THIRD PARTY SERVICES, THIRD PARTY APPLICATIONS, INCLUDING AS USED IN PROVIDING THE SERVICE, ARE USED OR PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND. INVICTUS DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES OR LOSSES CAUSED BY ANY THIRD PARTY SERVICE OR THIRD PARTY APPLICATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY INVICTUS OR ITS REPRESENTATIVES SHALL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF INVICTUS' OBLIGATIONS OR LIABILITY UNDER OR WITH RESPECT TO THIS AGREEMENT.

14.4. No Warranties, Representations or Covenants to Others. Invictus' warranties and representations, covenants and obligations under this Agreement are to Client only and not to any other Person. This Agreement shall not



create any obligation or liability by Invictus whatsoever to any Person other than to Client. There are no third-party beneficiaries, intended or otherwise, with respect to this Agreement or any of the obligations of Invictus under or with respect to this Agreement.

15. Limitations of Liability; Additional Disclaimers.

15.1. Limitation of Liability.

(a) NEITHER INVICTUS NOR ANY OF ITS AFFILIATES, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS SHALL HAVE LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, ENHANCED, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR STATUTORY DAMAGES, OR ANY MULTIPLES OF DIRECT DAMAGES, UNDER ANY LEGAL THEORY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE, OR WARRANTY, WITH RESPECT TO OBLIGATIONS UNDER THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT OR OTHERWISE.

(b) THE EXCLUSIONS OF A PERSON'S LIABILITY SET FORTH IN THIS SECTION 15.1 ABOVE APPLY REGARDLESS OF WHETHER SUCH PERSON WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF INVICTUS, ITS AFFILIATES, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STATUTE, OR OTHERWISE, TO CLIENT OR ANY USER OR ANY OTHER PERSON EXCEED THE GREATER OF \$1,000 AND THE TOTAL OF THE AMOUNTS PAID TO INVICTUS UNDER THIS AGREEMENT IN THE TWENTY-FOUR MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY OF, OR CLAIMS AGAINST, INVICTUS, ITS AFFILIATES, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS. THE FOREGOING LIMITATIONS APPLY EVEN IF THE CLIENT'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

(d) The parties acknowledge that each of them relied upon the inclusion of the limitations and exclusions set forth in this Section 15 in consideration of entering into this Agreement.

15.2. Certain Limitations Regarding the Service.

Client acknowledges and agrees that Service and the Caller Platform Extension are not intended or designed to, and may not, prevent or stop any impending threat to, or emergency or improve Client's response to any such threat or emergency. Client acknowledges and agrees that the Service and the Caller Platform Extension (i) may not reduce the response time by any Emergency Responders to any impending threat or any emergency or (ii) result in a more effective response to any such impending threat or such emergency or (iii) cause any Emergency Responder to respond to any such impending threat or such emergency. Client shall not replace any existing emergency communications system with the Service. Client acknowledges and agrees that the Service does not replace best

practices by Client in communicating or managing an impending or on-going threat or an emergency. Client shall ensure that each Authorized User is properly trained and prepared to respond to an impending threat or any emergency. Invictus shall have no liability if a Caller triggers a notification or report of an impending threat or an emergency through use of a Caller Platform Extension even though there is no such threat or emergency. INVICTUS ASSUMES NO LIABILITY, WARRANTY, OR RESPONSIBILITY WHATSOEVER TO CLIENT, ANY USER OR ANY OTHER PERSON WITH RESPECT TO (i) ANY OF THE FAILURES, UNAVAILABILITY, DEFICIENCIES, INACTIONS OR ACTIONS OF THE SERVICE OR THE PREPARED PLATFORM OR THE CALLER PLATFORM EXTENSION, OR (ii) ANY CONCLUSIONS, INTERPRETATION, DECISIONS OR ACTIONS BASED ON THE USE OF THE SERVICE OR THE CALLER PLATFORM EXTENSION OR ANY CALLER DATA BY CLIENT OR BY ANY OTHER PERSON, INCLUDING IN CONNECTION WITH ANY IMPENDING OR PERCEIVED THREAT OR ANY EMERGENCY.

15.3. Implementation. Client acknowledges and agrees that the Service will not be available during the implementation period as provided in Section 2.1. INVICTUS SHALL HAVE NO LIABILITY, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STATUTE, OR OTHERWISE TO CLIENT OR ANY USER OR ANY OTHER PERSON WITH RESPECT TO THE UNAVAILABILITY OR FAILURE OF THE SERVICE OR THE CALLER PLATFORM EXTENSIONS OR THE PREPARED PLATFORM DURING SUCH IMPLEMENTATION PERIOD.

15.4. Third Party Applications; Third Party Services. The Service uses the services of Third Parties ("Third Party Services"), and the Prepared Platform contains Third Party Applications and utilizes Cloud Servers. Invictus does not control such Third Party Services and Third Party Applications and such Cloud Servers. Invictus shall not be responsible or liable to Client or any Authorized User or other User or any other Person for the failure, non-performances or unavailability, faulty service or errors of any such Third Party Services or Third Party Applications or Cloud Servers. Invictus makes no warranties with respect to any Third Party Services or Third Party Applications or any Cloud Servers, their performance, availability or accuracy.

15.5. Internet Delays; Cloud Server Provider. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC OR CELLULAR COMMUNICATIONS. INVICTUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE OR LOSS RESULTING FROM SUCH PROBLEMS OR THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES, INCLUDING THE INTERNET. INVICTUS DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES OR LOSSES CAUSED BY ANY THIRD PARTY PROVIDER OF ANY CLOUD SERVER.

15.6. No Screening of Data. Client is solely responsible for the accuracy, completeness and truthfulness of any data or information that is submitted or provided to Invictus by its Authorized Users and for ensuring that Client has the necessary rights to submit such Client Data for use by Invictus as provided in this Agreement. Invictus will not, and shall have no obligation to, screen or filter any Caller Data. Client



acknowledges and agrees that a Caller may not transmit any Caller Data despite requested to do so and any Caller Data transmitted by Caller may contain inaccurate or false Caller Data and may contain offensive or disturbing Caller Data. Client acknowledges that Invictus has no control over the Caller Data transmitted by a Caller and made available to Client's Authorized Users from the Prepared Platform. INVICTUS DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO ANY AND ALL CALLER DATA.

16. Governing Law; Jurisdiction.

16.1. Law Governing Agreement. This Agreement and its formation, validity, interpretation, construction, performance, termination, and enforcement shall be governed by the internal laws of the State in which the Client is domiciled without giving effect to choice-of-law rules that may direct or permit the application of the laws of another jurisdiction.

16.2. Exclusive Jurisdiction. Each party stipulates and agrees that any dispute or proceeding arising under or related to this Agreement or the transactions or rights and restrictions set forth herein shall be subject to the exclusive jurisdiction of the state courts located in the State in which the Client has its domicile or the U.S. District Court for the District in which the Client has its domicile to the extent such U.S. District Court has independent subject matter jurisdiction without reference to this provision, and the respective court of appeals. Each party submits and consents to the exclusive jurisdiction and proper venue of such courts.

~~16.3. Waiver of Right to Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES (ALSO ON BEHALF OF ITS AFFILIATES), AND EACH PARTY SHALL CAUSE ITS AFFILIATES TO WAIVE, ANY AND ALL RIGHTS ANY OF THEM MAY HAVE, NOW OR IN THE FUTURE, TO HAVE ANY CONTROVERSY OR CLAIM BETWEEN OR AMONG THEM, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR RELATED THERETO, INCLUDING WITHOUT LIMITATION ANY CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT OR STATUTORY VIOLATION, BE HEARD OR DECIDED BY A JURY IN A TRIAL.~~

17. Miscellaneous.

17.1. No Authority. No party shall have any authority to assume, incur or create any liability or obligation on behalf of or in the name of the other party or to contract for or bind the other party in any way.

17.2. Independent Contractors. The relationship between the parties is that of independent contractors. Each party shall act as an independent contractor and not as a partner, joint venturer or agent of the other party. This Agreement shall not establish or be construed as establishing an agency, joint venture, or employer/employee relationship between Client and Invictus or that of a partnership.

17.3. Entire Agreement; Modifications. This Agreement, together with the Appendices hereto and the End User License, contains the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede and merge all prior and contemporaneous communications, agreements, understandings, undertakings and obligations with respect to the subject matter hereof, whether oral or written, unless the parties have entered into a separate definitive written agreement with respect to the subject matter

hereof which has been signed by the authorized representative(s) of each party. No modification of this Agreement, or any Appendix hereto, shall be binding on either party unless it is in writing and signed by both parties. No quote, order, or similar document shall modify the terms of this Agreement even if accepted by the receiving party. In the event of any conflict or inconsistency between the Order and these Standard Terms or any Appendix or Exhibit to the Order to these Standard Terms, the terms and conditions of the Order shall prevail. In the event of any conflict or inconsistency between the Special Terms, if any, attached to the Order and these Standard Terms, the terms and conditions of such Special Terms shall prevail. Notwithstanding the foregoing, the Agreement does not supersede or replace the any confidentiality or non-disclosure agreement between the parties, which shall remain in effect.

17.4. Notice. All notices required to be given under this Agreement shall be in writing and shall be effective when received or, if delivery is not accomplished by reason of some fault of the addressee, when tendered, and shall only be transmitted by (i) personal delivery, (ii) registered or certified mail, return receipt requested and postage prepaid, (iii) courier or delivery service, or (iv) e-mail, by a party to the other party at the other party's address as set forth in the Order, or to such other addresses as a party may from time to time notify the other party of in accordance with this Section, unless otherwise expressly provided in this Agreement.

17.5. Waiver. Any term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof in a writing executed by such party. No waiver by either party of any breach of, or of compliance with, any term or provision of this Agreement by the other party shall be considered a waiver of any other term or provision or of the same term or provision at another time. No failure or delay of either party to exercise any power or right given that party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom, practice or prior course of dealing of the parties at variance with the terms hereof, shall constitute a waiver of that party's right to demand exact compliance with the terms hereof.

17.6. Assignment. Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, whether voluntarily, involuntarily, or by operation of law, whether in whole or in part, to any Third Party. Any purported or attempted assignment, delegation or transfer in violation of this **Subsection 17.6** is void. Invictus may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, whether in whole or in part, to any other Person.

17.7. Interpretation. For purposes of this Agreement: (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; and (ii) the word "or" is not exclusive. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing such drafting. Each party hereto acknowledges and agrees that it and/or its counsel reviewed and negotiated the terms and provisions of this Agreement and has contributed to its revision. All captions, titles or section headings of this Agreement are for ease of reference only, shall not affect the interpretation or construction of any provisions of this Agreement,



and shall not be deemed part of this Agreement. Any references requiring the consent or approval of a party shall require such consent in writing and signed by an authorized representative of such party. Unless the context otherwise requires, references in this Agreement to a statute means such statute as amended from time to time and includes any regulations promulgated thereunder. The rule of contract construction known as *ejusdem generis* as well as the rule of contract construction known as *contra proferentem* shall not apply to the construction or interpretation of this Agreement.

17.8. Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, shall confer upon any other Person any right, benefit or remedy under or by reason of this Agreement.

17.9. Responsibility for Authorized Users. Client shall be responsible for the compliance by its Authorized Users with the terms and conditions of this Agreement, and a non-compliance by an Authorized User with such terms and conditions will be deemed a breach by Client of this Agreement.

17.10. Successors. This Agreement and the obligations hereunder shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

17.11. Partial Invalidity. If any provision of this Agreement or the application thereof to any party or circumstances shall be declared void, illegal or unenforceable by a competent court of law, the remainder of this Agreement shall be valid and enforceable to the extent permitted by the governing law set forth under **Section 16.1** above. Such declaration shall not invalidate any other provision hereof, and this Agreement shall continue in full force and effect. The invalid provision shall be replaced by an appropriate provision, which to the extent permitted by such governing law comes closest to the parties' intent of what the

parties would have agreed on, had they been aware of the invalidity or unenforceability, in order to meet the spirit and purpose of this Agreement.

17.12. Equitable Relief. Each party agrees that a breach or threatened breach by such party of any of its obligations under this Agreement would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, constructive trust, and any other relief that may be available from any court, without a requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

17.13. Force Majeure. No default, delay or failure to perform on the part of Invictus shall be considered a breach of this Agreement to the extent due entirely or proximately to a Force Majeure Event.

17.14. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of the original signed copy in hardcopy.

17.15. Changes to Standard Terms. Invictus reserves the right to change these Standard Terms at any time. Any changes made to these Standard Terms will not apply to the Agreement between Invictus and Client for any Order received by Invictus from Client before the changes are made.

[End of Standard Terms and Conditions for the Prepared™ Emergency Communications Service]

Explanations to be noted:

1. Livestream data is not stored on the caller's phone which negates the caller's ability to put the video on social media
2. Customer (Pearl River County Central Dispatch) can download media for open records, court, and investigations as needed
3. There is no implementation fee for the free option. There may or may not be a fee for any future paid services on the configuration and timing of an order for the paid services.

ORDER TO APPROVE INVENTORY/SAFETY AGENDA ITEMS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of Inventory/Safety Agenda Items.

Upon motion made by Hudson Holliday and seconded by Jason Spence, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following Inventory/Safety Agenda Items as listed with attachments:

- A. Transfer 2008 Freight Liner VIN # 1FVXAU0088PZ13082 from Office of Emergency's Inventory to Road Department's Inventory.

Ordered and adopted, this the 7th day of August, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One



117
HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRIN LUMPKIN, JR.
County Administrator

July 25th, 2023

Honorable Board of Supervisors,

Please see attached information from Office of Emergency Services transferring vehicle to Road Department.

Best Regards,

A handwritten signature in black ink, appearing to read "Jerry Bounds".

Jerry Bounds
Inventory Clerk



July 24th, 2023

To: Jerry Bounds

RE: Property Transfer-2008 Freightliner FLD-1FVXAU0088PZ13082

The Office of Emergency Services request that the above referenced truck be transferred to the Road Department and added to the County's insurance policy. The truck was obtained through the Mississippi Forestry Commission Department of Defense Fire Fighter Program in 2012. I am including, I am including the Title and all records pertaining to the truck with this request.

Respectfully,

Shawn C. Wise
Pearl River County Office of Emergency Services

CERTIFICATE OF TITLE

Form 79-001-11-7-1-000

STATE OF MISSISSIPPI

ORIGINAL

119

VEHICLE IDENTIFICATION NUMBER 1FVXAU0088PZ13082
 MAKE FRHT YEAR 2008 MODEL FLD BODY GL TITLE NUMBER 6705783-02

TITLE DATE 12292015
 DATE OF FIRST SALE FOR USE NEW ONLY NO. CYL. 06 NEW / USED X TYPE OF VEHICLE TK-TR PASS. OR GVW 000

ODOMETER - TENTHS NOT INCLUDED
 000000

OWNER

PEARL RIVER CO FIRE SERVICE
 810 HWY 11 SOUTH
 POPLARVILLE MS 39470

1ST LIENHOLDER (OR OWNER IF NO LIEN)

PEARL RIVER CO FIRE SERVICE
 810 HWY 11 SOUTH
 POPLARVILLE MS 39470

DATE:

MONTH | DAY | YEAR

2ND LIENHOLDER

DATE:

MONTH | DAY | YEAR

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ BY _____
 (LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

2ND LIEN _____ BY _____
 (LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 29 DAY OF DECEMBER 20 15
 15362032479 00368



CONTROL NUMBER

20840627

MISSISSIPPI DEPARTMENT OF REVENUE

Ed Morgan

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

VOID IF ALTERED

ORDER TO APPROVE E-911 ADDRESSING'S AGENDA ITEM

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of E-911 Addressing's Agenda Item.

Upon motion made by Malcolm Perry and seconded by Jason Spence, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following E-911 Addressing's Agenda Item as listed with attachments:

- A. Approve request to name two private drives -
Tree Farm Lane
Shadow Lakes

Ordered and adopted, this the 7th day of August, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

PEARL RIVER COUNTY
DEPARTMENT OF PLANNING & DEVELOPMENT
E-911 ADDRESSING DIVISION



TO: Sandy Kane Smith (President) and Board of Supervisors
FROM: Carolyn Nelson
SUBJECT: **Private Road Names – Tree Farm Lane & Shadow Lakes**
DATE: July 27, 2023

Dear Honorable Board of Supervisors,

This office is presenting a request on behalf of the residents, to name two private drives. The new private road names will be **Tree Farm Lane** and **Shadow Lakes**.

Tree Farm Lane will be coming off Mill Creek RD at address range 286.

Shadow Lakes will be coming off Tree Farm Lane at address range 153.

Both private drives are in District 3.

A signed petition has been obtained from all property owners who have adjoining land to the road. The signed petition(s) and map(s) – which reflect the road location, are attached.

The private drives will remain private and will never be brought into the county road maintenance program. The landowners will be responsible for the maintenance of the private drives and will install road signs in agreeance with the Pearl River County E-911 Ordinance.

Thank you,

Carolyn Nelson

Enclosure(s): signature page(s) with map(s)

PEARL RIVER COUNTY PETITION OF PROPERTY OWNER(S) TO NAME PRIVATE ROAD

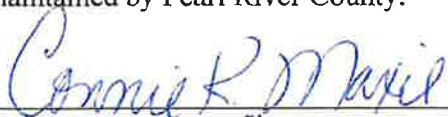
Date: 7/19/2023

This petition must be signed by all the property owner(s) whose property adjoins the new private road.

The road name cannot be more than **FIFTEEN (15) characters, including spaces**. No special characters, such as, hyphens or apostrophes can be used. Once the road name has been approved, **THE PROPERTY OWNERS ARE RESPONSIBLE FOR PURCHASING AND ERECTING A ROAD NAME SIGN within 30 days** in accordance with the Pearl River County Enhanced 911 Ordinance. Once road sign has been erected, the new addresses will be issued. **The signs shall be blue with at least 3" white reflective letters**. Non-Compliance may result in a \$50.00 fine per property owner, I(we), the property owner(s) request the following private road name:

Tree Farm Lane

I(we) understand the reason for this request is to improve the emergency response to my (our) residence(s) and that my (our) current address(es) will change. I(we) understand that this is a private road and will not be maintained by Pearl River County.



Signature

Connie K Maxie

Print Name

286 A Mill Creek Road, Poplarville 601-916-0339

Address Phone No.

314180000000105

Tax Map Parcel Number



Signature

William Seth Carver

Print Name

286 Mill Creek Road, Poplarville 601-916-0341

Address Phone No.

3156130000000105

Tax Map Parcel Number

JAMES R BYRD Digitally signed by JAMES R BYRD
Date: 2023.07.19 13:01:14 -05'00'

Signature

James R Byrd

Print Name

851 Delgado Drive, Baton Rouge, LA 70808 225-590-0493

Address Phone No.

3151120000001103/1100/102

Tax Map Parcel Number

NANCY A BYRD Digitally signed by NANCY A BYRD
Date: 2023.07.19 13:02:03 -05'00'

Signature

Nancy A Byrd

Print Name

851 Delgado Drive, Baton Rouge, LA 70808 225-907-2105

Address Phone No.

3151120000001103/1100/102

Tax Map Parcel Number

The Pearl River County E-911 Addressing Office has verified each property owner(s) signature(s) regarding this matter.



Signature

7/26/23

Date

PEARL RIVER COUNTY PETITION OF PROPERTY OWNER(S) TO NAME PRIVATE ROAD

Date: 7/17/2023

This petition must be signed by all the property owner(s) whose property adjoins the new private road.

The road name cannot be more than FIFTEEN (15) characters, including spaces. No special characters, such as, hyphens or apostrophes can be used. Once the road name has been approved, THE PROPERTY OWNERS ARE RESPONSIBLE FOR PURCHASING AND ERECTING A ROAD NAME SIGN within 30 days in accordance with the Pearl River County Enhanced 911 Ordinance. Once road sign has been erected, the new addresses will be issued. The signs shall be blue with at least 3" white reflective letters. Non-Compliance may result in a \$50.00 fine per property owner, I(we), the property owner(s) request the following private road name:

Shadow Lakes

I(we) understand the reason for this request is to improve the emergency response to my (our) residence(s) and that my (our) current address(es) will change. I(we) understand that this is a private road and will not be maintained by Pearl River County.


Signature

Connie K Maxie

Print Name

286 A Mill Creek Road, Poplarville 601-916-0339

Address Phone No.

314180000000105

Tax Map Parcel Number

JAMES R BYRD

Digitally signed by JAMES R
BYRD
Date: 2023.07.17 10:46:30 -05'00'

Signature

James R Byrd

Print Name

851 Delgado Drive, Baton Rouge, LA 70808 225-590-0493

Address Phone No.

3151120000001103/1100/102

Tax Map Parcel Number


Signature

William Seth Carver

Print Name

286 Mill Creek Road, Poplarville 601-916-0341

Address Phone No.

3156130000000105

Tax Map Parcel Number

NANCY A BYRD

Digitally signed by NANCY A BYRD
Date: 2023.07.17 10:49:51 -05'00'

Signature

Nancy A Byrd

Print Name

851 Delgado Drive, Baton Rouge, LA 70808 225-907-2105

Address Phone No.

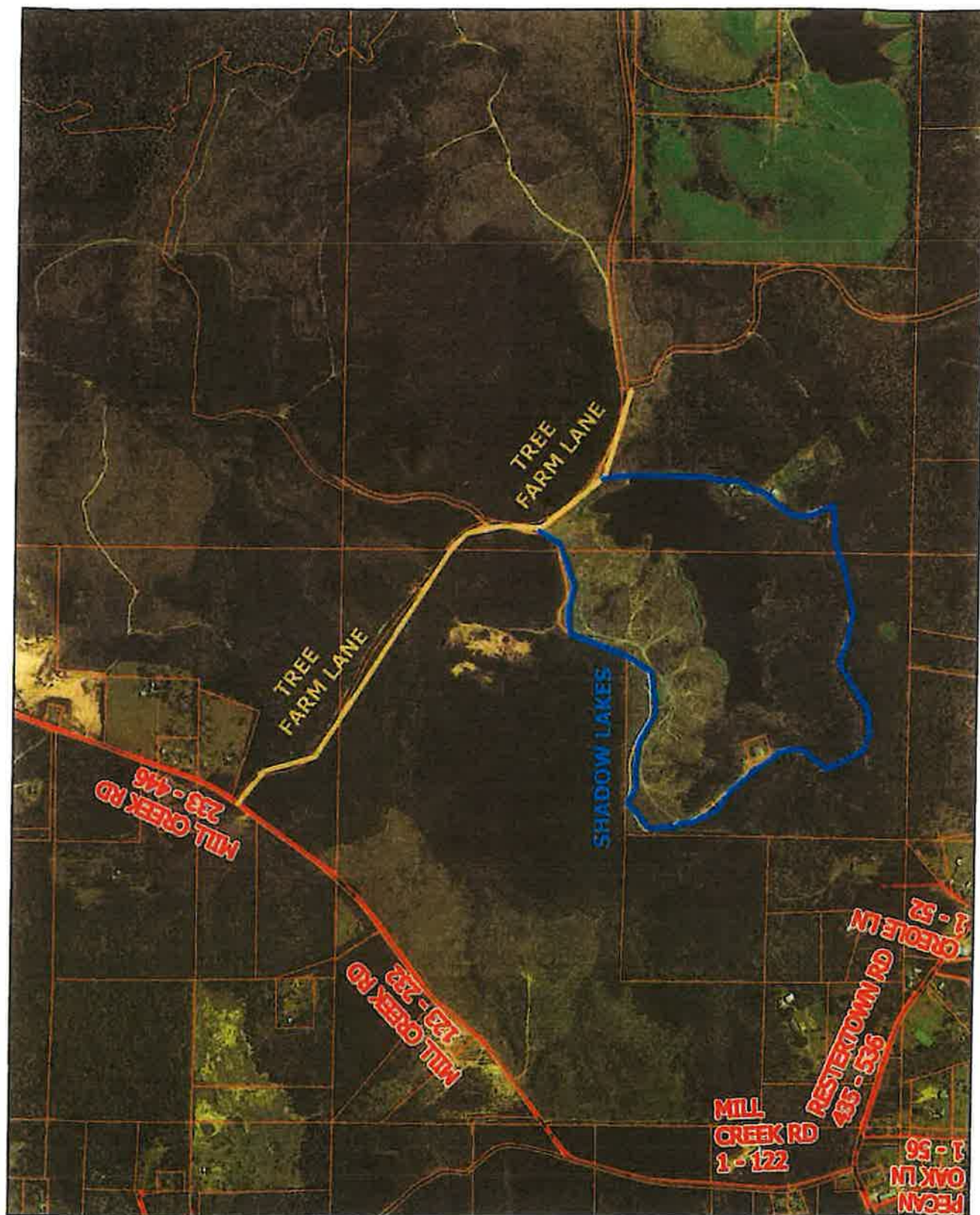
3151120000001103/1100/102

Tax Map Parcel Number

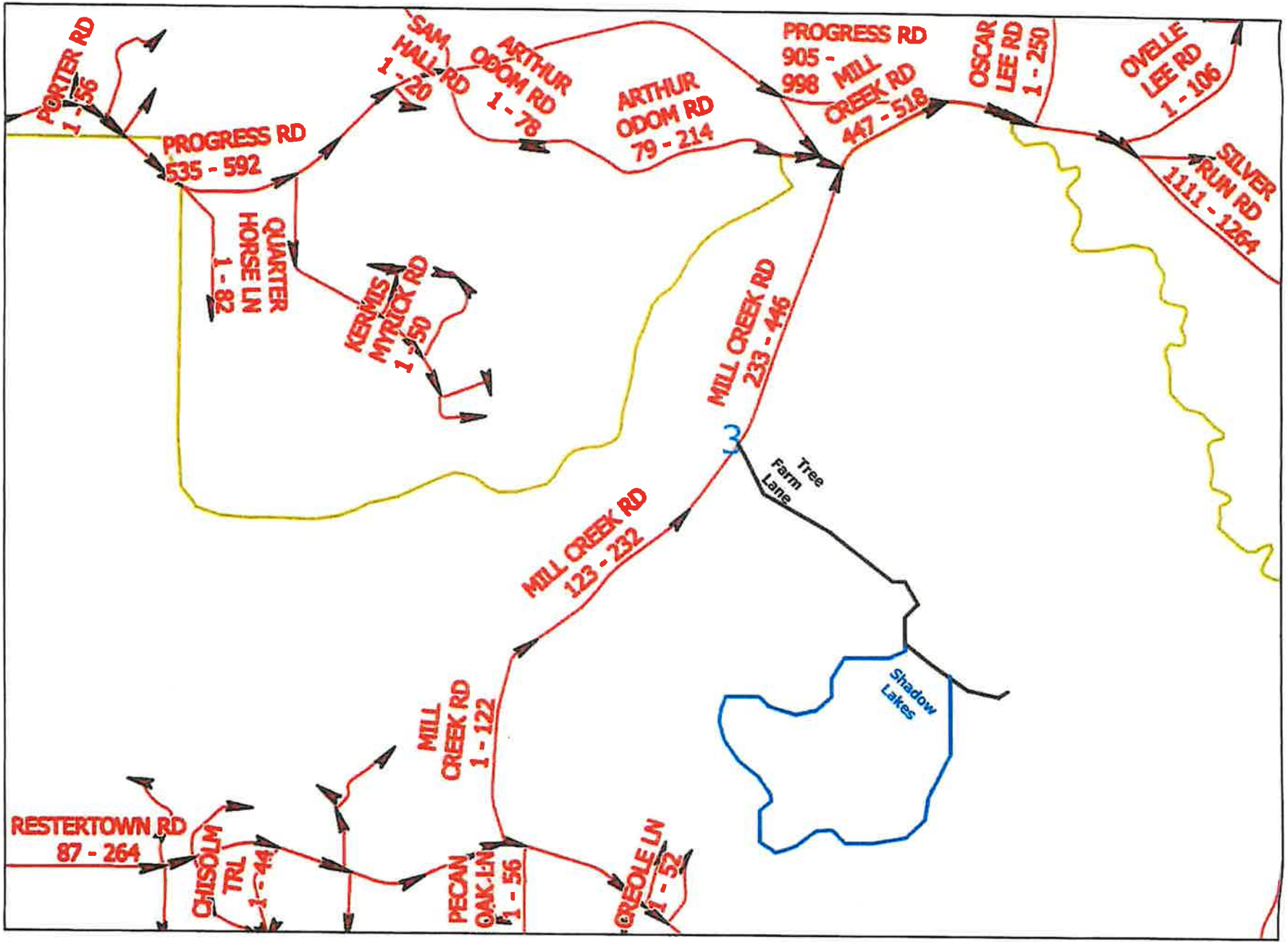
The Pearl River County E-911 Addressing Office has verified each property owner(s) signature(s) regarding this matter.

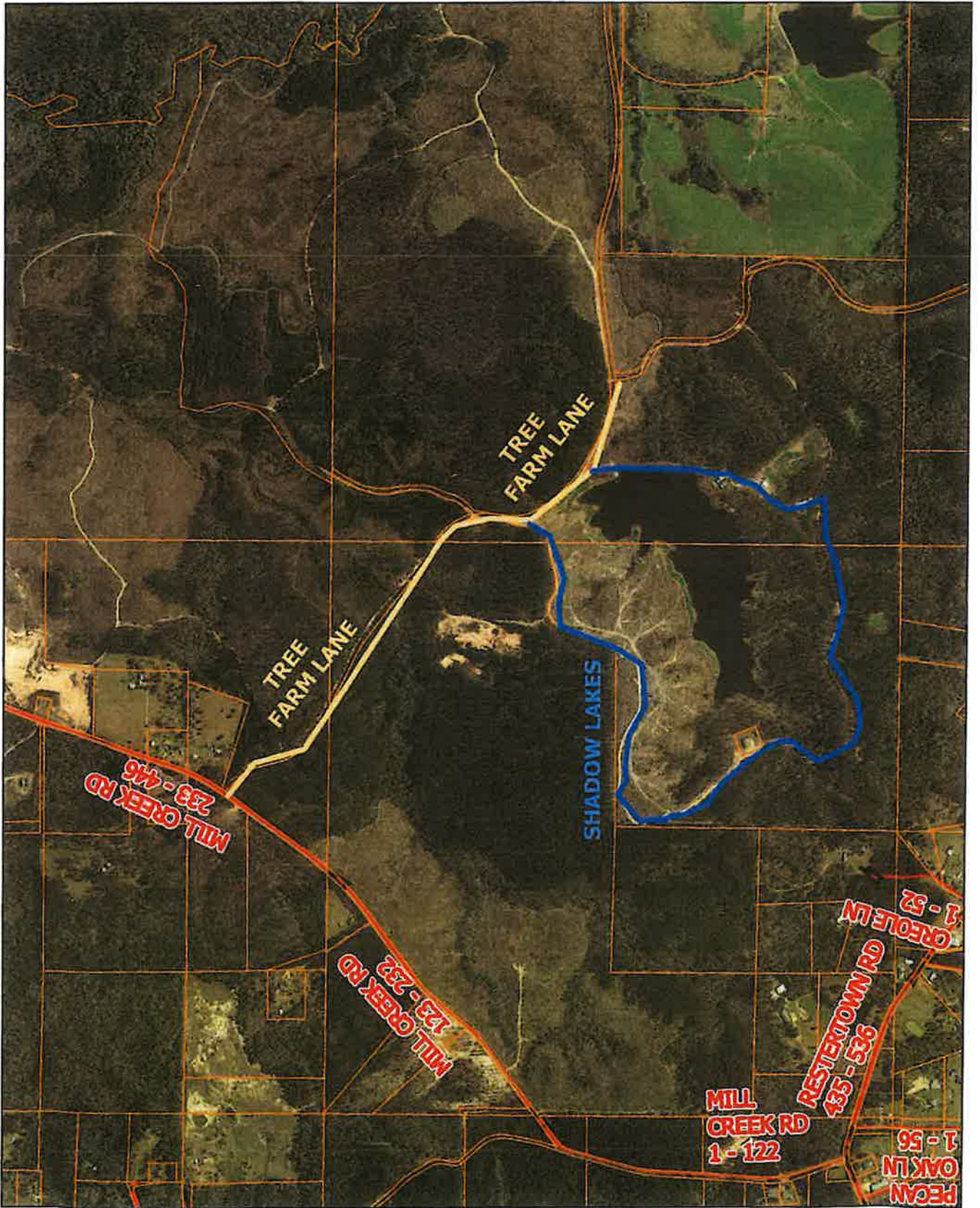

Signature

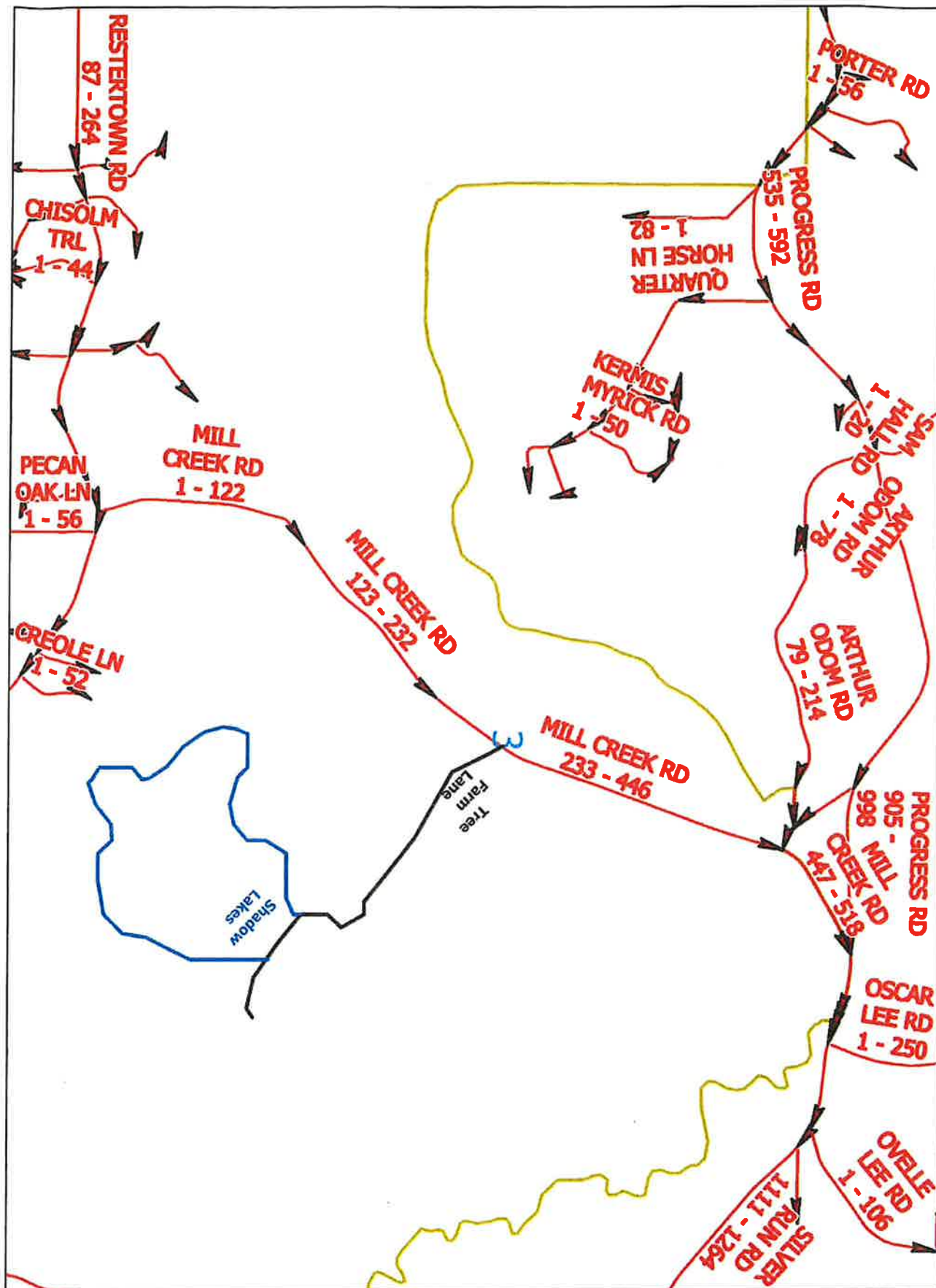
7/26/23
Date



h21







ORDER TO APPROVE GRANT ADMINISTRATION'S AGENDA ITEMS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of Grant Administrator's Agenda Items.

Upon motion made by Malcolm Perry and seconded by Donald Hart, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following Grant Administration's Agenda Items as listed with attachments:

- A. Authorize President to sign Grant Agreement 402 Occupant Protection FY24 Grant Project Number OP-2024-OP-15-51 to begin October 1, 2023 and conclude by September 30, 2024 between Mississippi Office of Highway Safety and Pearl River CO BOS/Pearl River CO Sheriff's Department.
- B. Authorize President to sign Grant Agreement 154 Alcohol Grant Project Number 154AL-2024-ST-15-51 to begin October 1, 2023 and conclude by September 30, 2024 between Mississippi Office of Highway Safety (MOHS) and Pearl River County Board of Supervisors/Pearl River County Sheriff's Department.

Ordered and adopted, this the 7th day of August, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One



HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRAIN LUMPKIN, JR.
County Administrator

AGENDA ITEM REQUEST FORM

Meeting Date: August 7, 2023

Submitting Department/Individual: Grants Christy Goss

Agenda Topic: Consider request to accept the MS Office of Highway Safety 402
Occupant Protection FY24 Grant award. (DUI) Grant number
OP-2024-OP-15-51 Grant application was submitted December 5, 2022
Start date is October 1, 2023 to September 30, 2024.

(See Attachments)

Action Requested: Approve request as presented and have all related documents signed.



**MISSISSIPPI
Office of Highway Safety**

July 19, 2023

Sandy Kane Smith, President
Pearl River CO BOS/Pearl River CO Sheriff's Department
P.O. Box 569
Poplarville, MS 39470

Project Number: OP-2024-OP-15-51
Funding Source and Title: 402 Occupant Protection FY24

Dear President Smith:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and Pearl River CO BOS Sheriff's Department Grant Agreement for the Fiscal Year 2024. Your agency has been approved for 402 Occupant Protection funding, in the amount of **\$12,000.00**, pending final review and approval by NHTSA in the FY24 Highway Safety Plan.

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

All FY24 grant activities begin October 1, 2023 and must be concluded by September 30, 2024. In addition, the FY24 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2024.

Please thoroughly read the Grant Agreement, Certifications and Assurances, Fiscal Control and Fund Accounting Procedures, as changes have been made for FY24. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on September 1, 2023.** Please make sure that you complete items 1-9 in their entirety and all documents are an original signature signed in BLUE ink by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. Signature Page
2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
4. Assurance of Understanding Requirement for Sub-grantees
5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
6. Designation of Secondary Signatory Official Form (If Applicable)
7. MOHS Fiscal Control and Fund Accounting Procedures
8. Enclose a copy of your agency's **Leave policy** (policy should include personal, vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's **Overtime Policy** and a **Payroll Schedule** (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2023–September 30, 2024)

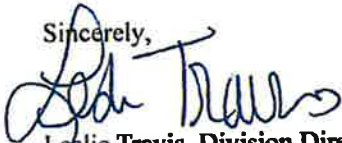
Mississippi Office of Highway Safety 152 Watford Parkway Drive, Canton, Mississippi 39046

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

Mississippi Office of Highway Safety
Attn: Kimberly Harris, Office Manager
152 Watford Parkway Drive
Canton, Mississippi 39046

Please feel free to contact me at 601-391-4924 or lmccree@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Sincerely,



Leslie Travis, Division Director
Occupant Protection/Police Traffic Services
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

Mississippi Office of Highway Safety 152 Watford Parkway Drive, Canton, Mississippi 39046

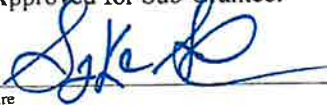
FY24 MOHS GRANT AGREEMENT**MS Office of Highway Safety**

152 Watford Parkway

Canton, MS 39046

Phone: (601) 391-4900

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1. Sub-grantee's Name & Mailing Address: Pearl River County Board of Supervisors Pearl River County Sheriff's Department P.O. Box 569 Poplarville, MS 39470 Telephone Number: (601) 749-7780 E-Mail: cgoss@pearlrivercounty.net christyhgoss@yahoo.com		2. Effective Date of Grant: October 1, 2023	
		3. Subgrant Number: OP-2024-OP-15-51	
		4. Grant Identifier (Funding Source & Year): 402 Occupant Protection FY24	
		5. Beginning and Ending Dates: October 1, 2023 – September 30, 2024	
		6. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method	
7. CFDA # - 20.600		8. UEI # - J5HCN1B42TU6	
9. Congressional District: 4			
10. A: FAIN #: 69A37520300004020MS0 69A37521300004020MS0 69A37522300004020MS0	11.A: Initial Federal Award Date: 02/03/2020 11/10/2020 12/15/2021	11.C: Additional Federal Award Date:	
10.B. Federal Awarding Agency: NHTSA	11.B: Secondary Federal Award Date:	12. Research and Development Grant: <u> </u> Yes <u> X </u> No Continuation Grant: <u> X </u> Yes <u> </u> No	
13. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$12,000.00	(1) Federal	\$12,000.00
(2) Personal Services-Fringe	\$0.00	(2) State	
(3) Contractual Services	\$0.00	(3) Local	
(4) Travel	\$0.00	(4) Other	
(5) Equipment	\$0.00	Total:	\$12,000.00
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Indirect Costs	\$0.00	Number of Grants: 2	402OP
TOTAL	\$12,000.00	TOTAL:	\$12,000.00
			\$59,348.00
			\$71,348.00
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable)			
All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.			
14. Approved for Grantee:		15. Approved for Sub-Grantee:	
Signature _____ Date _____		Signature  Date <u>8-7-23</u>	
Name: Helen Porter Title: Office Director, MS Office of Highway Safety		Name: Sandy Kane Smith Title: President, Board of Supervisors	

<u>FY24 Sub-Grantee Project Description (Law Enforcement):</u>

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the OP program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY24.

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

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

<u>FY24 Sub-Grantee-Target(s), Performance Measures and Strategies</u>

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

List the target(s) that the Sub-Grantee will accomplish during the FY24 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Pearl River County Sheriff's Department will reduce the number of unbelted fatalities from 6 in 2020 to 3 by the end of 2024.

The jurisdiction/agency of Pearl River County Sheriff's Department will reduce the number of unbelted injuries from 42 in 2020 to 32 by the end of 2024.

Performance Measures:

Increase the number of grant funded Seatbelt citations from 46 in FY22 to 47 in FY24.

Increase the number of grant funded Child Restraint citations from 3 in FY22 to 4 in FY24.

Strategies:

Overtime Enforcement

8 Checkpoints

10 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced OP enforcement: Click It or Ticket – Memorial Day

Participate in the State blitz campaigns with enhanced OP enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

FY24 MOHS TASKS BY QUARTERS

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

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of 11 Seat Belt citations during quarter, to reach a goal of 47 for FY2024.

Issue a minimum of 1 Child Restraint citations during quarter, to reach a goal of 4 for FY2024.

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

Additional Tasks:

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

Projected Expenditures for 1st Quarter: \$3,000.00
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PROJECTION TASK BY QUARTERS

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

Issue a minimum of 1 Child Restraint citations during quarter, to reach a goal of 4 for FY2024.

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

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

Projected Expenditures for 2nd Quarter: \$3,000.00

FY24 MOHS TASK BY QUARTERS

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

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 4 saturation patrols during quarter.

Issue a minimum of 14 Seat Belt citations during quarter, to reach a goal of 47 for FY2024.

Issue a minimum of 1 Child Restraint citations during quarter, to reach a goal of 4 for FY2024.

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

Additional Tasks:

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

Projected Expenditures for 3rd Quarter: \$3,000.00

FY24MOHS TASK BY QUARTERS

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

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of 11 Seat Belt citations during quarter, to reach a goal of 47 for FY2024.

Issue a minimum of 1 Child Restraint citations during quarter, to reach a goal of 4 for FY2024.

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

Additional Tasks:

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

Projected Expenditures for 4th Quarter: \$3,000.00

FY24 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: Pearl River County Board of Supervisors/Pearl River County Sheriff's Department				
2. Subgrant Number: OP-2024-OP-15-51		3. Grant ID: 402 Occupant Protection		4. Beginning: October 1, 2023
5. Ending: September 30, 2024				
6. Activity: Occupant Protection Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Officers over-time or regular time above and beyond normal work hours @ approx. \$26.67 per hour X @ approx. 450 hrs = \$12,001.50 not to exceed \$12,000.00	\$12,000.00		\$12,000.00
	Total Salaries = \$12,000.00			

TOTALS	\$12,000.00		\$12,000.00
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Mississippi Office of Highway Safety

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FY24 Agreement of Understanding and Compliance

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

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

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

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

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

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

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

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the

right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

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

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

II. ON-SITE MONITORING AND EVALUATION

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

III. PROPERTY AGREEMENT

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

property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
- Out of State Travel - All federal funded out of state travel requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded in state travel requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
 - Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
 - Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.

- B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- F. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**
- G. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- H. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal, vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- I. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.

- J. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- K. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- L. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
 - The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
 - Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
 - Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

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

The following are **unallowable**:

A. Unallowable Costs for Facilities and Construction:

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

Examples of office furnishings and fixtures

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

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

B. Unallowable Equipment Costs:

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

C. Unallowable Training Costs:

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

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.475).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

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

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accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are ***not*** allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and
 - (3) Mobile video systems.
- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are ***not*** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training **must be** included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS **will not reimburse** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is ***not*** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

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

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

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;

- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

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

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

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

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

POLITICAL ACTIVITY (HATCH ACT)

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

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

CERTIFICATION REGARDING FEDERAL LOBBYING

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

RESTRICTION ON STATE LOBBYING

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

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

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

participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

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

BUY AMERICA ACT

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

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

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

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

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

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL)

Coordination and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

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

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**
2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
4. Sub-Grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

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

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

1. Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.

- Individual DUI/Impaired Officer(s) shift hours **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday and Sunday.
- Overtime hours for DUI/Impaired Enforcement **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday, and Sunday.

Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. The Sub-Grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.
4. The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. The Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

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

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

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

1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
2. Sub-Grantee **will submit** forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.

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

Audit Requirements:

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

- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.
- (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

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

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

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

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

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

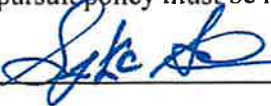
The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency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

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

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state

administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

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



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

8-7-23

Date

Sandy Kane Smith

Print Authorizing Official's Name

Board of Supervisor President

Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

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

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

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

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



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

8-7-23

Date

Sandy Kane Smith

Print Authorizing Official's Name

Board of Supervisor President

Authorizing Official's Title

**Mississippi Office of Highway Safety
Fiscal Control and Fund Accounting Procedures**

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All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302 from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

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

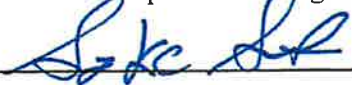
The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

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

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

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

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.



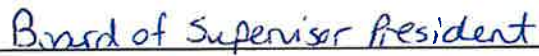
Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

8-7-23

Date



Print Authorizing Official's Name



Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

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

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

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

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

IN THE JURISDICTION Pearl River County MISSISSIPPI, THIS 8th Day of
August, 20 23 AS

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Sandy Kane Smith, BOS President
(Name and Title of Representative) is authorized to accept, on behalf of the Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ 12,000.00
(Federal Dollar Requested) to be made to the Sub-Grantee defraying the cost of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY Sandy Kane Smith, BOS President
(Chairman of Board/Mayor)

Alderman/Councilperson Supervisor Mark Perry offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson Supervisor Donald Hart and, was duly adopted.

Date: 8/7/23
 Attest: Melinda Bowman
 By: Kalyn Davis PC
(Blue Ink)



Seal (City/County Seal is required)

**Mississippi Office of Highway Safety
Designation of Secondary Signatory Official**

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

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

Name: Christy Goss Title: Grant Administrator
(Designated Secondary Signatory Official)

Organization Name: Pearl River County

Mailing Address: P.O. Box 509

City: Poplarville Zip Code: 39470

Telephone Number: (601) 403-2302 Cellular Number: (601) 273-2322

Email Address: cgoss@pearlrivercounty.net

Signature of Designated Secondary Signatory Official: Christy Goss

Appointed by Authorizing Official: Sandy Kane Smith Date: 8-7-23
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature:  Title: Board of Supervisor President
(Authorizing Official)

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One



160
HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRAIN LUMPKIN, JR.
County Administrator

AGENDA ITEM REQUEST FORM

Meeting Date: August 7, 2023

Submitting Department/Individual: Grants Christy Goss

Agenda Topic: Consider request to accept the MS Office of Highway Safety 154 Alcohol
FY24 Grant award. (DUI) Grant number 154AL-2024-ST-15-51
Grant application was submitted December 2, 2022 Start date is
October 1, 2023 to September 30, 2024.

(See Attachments)

Action Requested: Approve request as presented and have all related documents signed.



**MISSISSIPPI
Office of Highway Safety**

July 14, 2023

Sandy Kane Smith
Pearl River County Board of Supervisors
Pearl River County Sheriff's Department
P.O. Box 569
Poplarville, MS 39470

Project Number: **154AL-2024-ST-15-51**
Funding Source and Title: **154 Alcohol**

Dear Sandy Kane Smith:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and Pearl River County Board of Supervisors/ Pearl River County Sheriff's Department Grant Agreement for the Fiscal Year 2024. Your agency has been approved for 154 Alcohol funding, in the amount of **\$59,348.00**, pending final review and approval by NHTSA in the FY24 Highway Safety Plan.

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

All FY24 grant activities begin October 1, 2023 and must be concluded by September 30, 2024. In addition, the FY24 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2024.

Please thoroughly read the Grant Agreement, Certifications and Assurances, Fiscal Control and Fund Accounting Procedures, as changes have been made for FY24. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on September 1, 2023.** Please make sure that you complete items 1-9 in their entirety and all documents are an original signature signed in BLUE ink by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. Signature Page
2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
4. Assurance of Understanding Requirement for Sub-grantees
5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
6. Designation of Secondary Signatory Official Form (If Applicable)
7. MOHS Fiscal Control and Fund Accounting Procedures
8. Enclose a copy of your agency's Leave policy (policy should include personal, vacation, sick, holiday, and military leave)

Mississippi Office of Highway Safety 152 Watford Parkway Drive, Canton, Mississippi 39046

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7. MOHS Fiscal Control and Fund Accounting Procedures

8. Enclose a copy of your agency's **Leave policy** (policy should include personal, vacation, sick, holiday, and military leave)

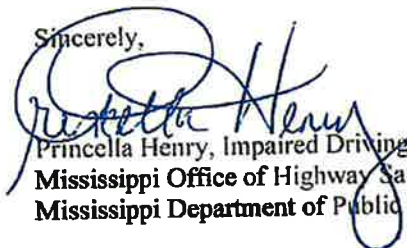
9. Enclose a copy of your agency's **Overtime Policy** and a **Payroll Schedule** (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2023–September 30, 2024)

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

Mississippi Office of Highway Safety
Attn: Kimberly Harris, Office Manager
152 Watford Parkway Drive
Canton, Mississippi 39046

Please feel free to contact me at 601.931-4912 or PHenry@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Sincerely,



Princella Henry, Impaired Driving Division Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

Mississippi Office of Highway Safety 152 Watford Parkway Drive, Canton, Mississippi 39046

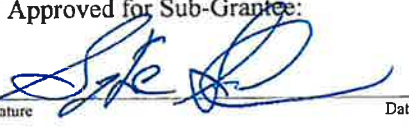
FY24 MOHS GRANT AGREEMENT**MS Office of Highway Safety**

152 Watford Parkway

Canton, MS 39046

Phone: (601) 391-4900

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1. Sub-grantee's Name & Mailing Address: Pearl River County Board of Supervisors Pearl River County Sheriff's Department P.O. Box 569 Poplarville, MS 39470 Telephone Number: (601) 749-7780 E-Mail: cgoss@pearlrivercounty.net christyhgoss@yahoo.com		2. Effective Date of Grant: October 1, 2023			
		3. Subgrant Number: 154AL-2024-ST-15-51			
		4. Grant Identifier (Funding Source & Year): 154 Alcohol FY24			
		5. Beginning and Ending Dates: October 1, 2023 – September 30, 2024			
		6. Subgrant Payment Method: <u>X</u> Cost Reimbursement Method			
7. CFDA # - 20.607		8. UEI # - J5HCN1B42TU6		9. Congressional District: 4	
10. A:FAIN #: 69A37520300001540MSA 69A37521300001540MSA		11.A: Initial Federal Award Date: 03/16/2020 01/19/2021		11.C: Additional Federal Award Date:	
10.B. Federal Awarding Agency: NHTSA		11.B: Secondary Federal Award Date:		12. Research and Development Grant: ___ Yes <u>X</u> No Continuation Grant: <u>X</u> Yes ___ No	
13. The following funds are obligated:					
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$59,348.00	(1) Federal	\$59,348.00		
(2) Personal Services-Fringe	\$0.00	(2) State			
(3) Contractual Services	\$0.00	(3) Local			
(4) Travel	\$0.00	(4) Other			
(5) Equipment	\$0.00	Total:	\$59,348.00		
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Indirect Costs	\$0.00	Number of Grants: 2	154AL	402OP	TOTAL
TOTAL	\$59,348.00	TOTAL:	\$59,348.00	\$12,000.00	\$71,348.00
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable)					
All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.					
14. Approved for Grantee:		15. Approved for Sub-Grantee:			
Signature _____ Date _____ Name: Helen Porter Title: Office Director, MS Office of Highway Safety		Signature  Date 8-7-23 Name: Sandy Kane Smith Title: President, Board of Supervisors			

FY24 Sub-Grantee Project Description (Law Enforcement):
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MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the DUI program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY24.

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

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

<u>FY24 Sub-Grantee-Target(s), Performance Measures and Strategies</u>

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

List the target(s) that the Sub-Grantee will accomplish during the FY24 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Pearl River County Sheriff's Department will reduce the number of alcohol related fatalities from 3 in 2020 to 2 by the end of 2024.

The jurisdiction/agency of Pearl River County Sheriff's Department will reduce the number of alcohol related injuries from 5 in 2020 to 4 by the end of 2024.

Performance Measures:

Issue 74 grant funded DUI Arrest in FY24.

Strategies:

Select or Hire Individual Officers

SFST

60 Checkpoints

40 Saturation Patrols

3 Alcohol Presentations

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced DUI enforcement:

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

Drive Sober or Get Pulled Over – Labor Day

Participate in the State blitz campaigns with enhanced DUI enforcement: Super Bowl, Memorial Day, 4th of July

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

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than **15** checkpoints during quarter.

Conduct not less than **10** saturation patrols during quarter.

Issue a minimum of **20** DUI Arrest during quarter, to reach a goal of **74** for FY2024.

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

Additional Tasks:

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

Projected Expenditures for 1st Quarter: \$14,837.00

FY24 MOHS TASK BY QUARTERS

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

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than **15** checkpoints during quarter.

Conduct not less than **10** saturation patrols during quarter.

Issue a minimum of **18** DUI Arrest during quarter, to reach a goal of **74** for FY2024.

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

Additional Tasks:

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

Projected Expenditures for 2nd Quarter: \$14,837.00

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FY24 MOHS TASK BY QUARTERS

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

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than **15** checkpoints during quarter.

Conduct not less than **10** saturation patrols during quarter.

Issue a minimum of **18** DUI Arrest during quarter, to reach a goal of **74** for FY2024.

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

Additional Tasks:

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

Projected Expenditures for 3rd Quarter: \$14,837.00

FY24MOHS TASK BY QUARTERS

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

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than **15** checkpoints during quarter.

Conduct not less than **10** saturation patrols during quarter.

Issue a minimum of **18** DUI Arrest during quarter, to reach a goal of **74** for FY2024.

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

Additional Tasks:

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

Projected Expenditures for 4th Quarter: \$14,837.00

FY24 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: Pearl River County Board of Supervisors/Pearl River County Sheriff's Department				
2. Subgrant Number: 154AL-2024-ST-15-51		3. Grant ID: 154 Alcohol		4. Beginning: October 1, 2023
5. Ending: September 30, 2024				
6. Activity: DUI Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Individual Officer @ approx. \$20.75 per hour X @ approx. 2860.15 hrs = \$59,348.11 not to exceed \$59,348.00	\$59,348.00		\$59,348.00
	Total Salaries = \$59,348.00			

TOTALS	\$59,348.00		\$59,348.00
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Mississippi Office of Highway Safety

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FY24 Agreement of Understanding and Compliance

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

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

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

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

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

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

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

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
 - B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
 - C. It is also understood, pursuant to 2 CFR 200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
 - D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the
- FY24 MOHS Grant Agreement

right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

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

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

II. ON-SITE MONITORING AND EVALUATION

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

III. PROPERTY AGREEMENT

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

property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
- Out of State Travel - All federal funded out of state travel requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded in state travel requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
 - Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
 - Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.

- B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- F. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**
- G. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- H. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal, vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- I. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.

- J. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- K. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- L. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
 - The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
 - Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
 - Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

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

The following are **unallowable**:

A. Unallowable Costs for Facilities and Construction:

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

Examples of office furnishings and fixtures

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

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

B. Unallowable Equipment Costs:

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

C. Unallowable Training Costs:

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

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.475).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

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

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accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are not allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and
 - (3) Mobile video systems.
- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are not allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training must be included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS will not reimburse for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is not allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

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

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

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;

- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

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

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

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

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

POLITICAL ACTIVITY (HATCH ACT)

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

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

CERTIFICATION REGARDING FEDERAL LOBBYING

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

RESTRICTION ON STATE LOBBYING

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

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

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

participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

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

BUY AMERICA ACT

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

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

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

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

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

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL)

Coordination and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

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

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**
2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
4. Sub-Grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

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

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

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

Proper justification may be requested by MOHS regarding other dates or time periods within the jurisdiction for needed enforcement outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime will include checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. The Sub-Grantee will engage in national campaigns endorsed by the National Highway Traffic Safety Administration.
4. The Sub-Grantee will engage in all activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. The Sub-Grantee will engage in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. The Sub-Grantee will generate earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

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

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

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

1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds must participate in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
2. Sub-Grantee will submit forms containing the number of child restraint/safety belt citations, etc. and submit by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.

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

Audit Requirements:

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

- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.
- (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

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

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

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

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

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

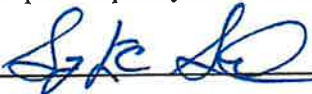
The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency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

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

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state

administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

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


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

8-7-23

Date

Sandy Kane Smith
 Print Authorizing Official's Name

Board President

Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

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

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

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

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


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

8-7-23

Date

Sandy Kane Smith
 Print Authorizing Official's Name

Board President

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

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

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

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

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

IN THE JURISDICTION Pearl River MISSISSIPPI, THIS 8th Day of
August, 2023 AS

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Sandy Kane Smith, Resident BOS is authorized to accept, on behalf of the
(Name and Title of Representative)
 Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ 59,348.00 to be made to the Sub-Grantee defraying the cost
(Federal Dollar Requested)
 of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY Sandy Kane Smith
(Chairman of Board/Mayor)

Alderman/Councilperson Supervisor Malcolm Perry offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson Supervisor Donald Hart and, was duly adopted.

Date: 8/7/23

Attest: Melinda S. Bourman

By: Kaelyn Davis DC
(Blue Ink)



Seal (City/County Seal is required)

Mississippi Office of Highway Safety Designation of Secondary Signatory Official

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

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

Name: Christy Goss Title: Grant Administrator
(Designated Secondary Signatory Official)

Organization Name: Pearl River County

Mailing Address: P.O. Box 569

City: Poplarville Zip Code: 39470

Telephone Number: (local) 403-2302 Cellular Number: (local) 273-2322

Email Address: cgoss@pearlrivercounty.net

Signature of Designated Secondary Signatory Official: Christy Goss

Appointed by Authorizing Official: Sandy Kane Smith Date: 8-7-23
(Mayor, Board President, Commissioner, Director) (Print Name)

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

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**Mississippi Office of Highway Safety
Fiscal Control and Fund Accounting Procedures**

All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302 from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

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

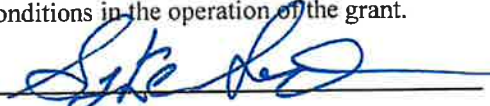
The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

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

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

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

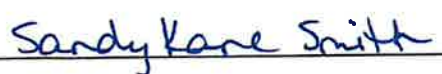
We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.



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

8-7-23

Date



Print Authorizing Official's Name



Authorizing Official's Title

Minute Book Text Detail

Book 0235 Page 191 NEW PALESTINE CEMETERY SOUTH ADDITION -

Date 8/ 7/2023 UNITS F & G - REVISED FINAL PLAT

ORDER TO APPROVE NEW PALESTINE CEMETERY SOUTH ADDITION -
UNITS "F" & "G" - REVISED FINAL PLAT

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of request to approve New Palestine Cemetery South Addition - Units "F" & "G" - Revised Final Plat.

Upon motion made by Malcolm Perry and seconded by Donald Hart, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve New Palestine Cemetery South Addition - Units "F" & "G" - Revised Final Plat.

Ordered and adopted, this the 7th day of August, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

ORDER TO APPROVE CONSENT AGENDA ITEMS WITH THE ADDITION
TO ISSUE CHECK TO J & W TOWING FOR TOWING COST

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to approve Consent Agenda Items.

Upon motion made by Malcolm Perry and seconded by Jason Spence, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following Consent Agenda Items with addition to issue check to J & W Towing as listed with attachments:

- A. Report of Grand Jury dated July 11, 2023.
- B. Adopt and authorize President to sign Resolution concerning Pearl River County's Section 125 Plan.
- C. Coroner's request to declare Pauper - Mr. Michael Roberts.
- D. Capital One Spark Business Card payment in the amount of \$3,244.15.
- E. Pearl River County School District Lease 16th Section.
- F. Accept, award and authorize President to sign Lease Agreement with Trustmark Bank on 2024 Ford Explorer for Sheriff's Department.
- G. Board of Supervisors to provide food and drinks for workers on election night of August 8, 2023.
- H. Accept and approve lowest quotes for sheetrock, hanging and finishing for the CPS Building. (See attached quotes)
- I. Reappoint Mr. Joey Mark, representing the Public Sector at Pearl River Valley Opportunity, is reinstated to Pearl River Valley Opportunity's Executive Board of Directors for the term of May, 2023 to May, 2027.
- J. Authorize Clerk to issue check to J & W Towing in the amount of \$700.00 for towing cost.

(CONTINUED ON NEXT PAGE)

Ordered and adopted, this the 7th day of August, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None



NANCE FITZPATRICK STOKES

PEARL RIVER COUNTY CIRCUIT CLERK

Post Office Box 530, Poplarville, MS 39470-0530

(601) 403-2328 · Fax (601) 403-2327

nstokes@pearlrivercounty.net

July 24, 2023

Pearl River County Board of Supervisors
Post Office Box 569
Poplarville, Mississippi 39470-0569

Re: Report of Grand Jury

Gentlemen:

Enclosed please find a copy of the Report of the Grand Jury dated July 11, 2023.

If you have any questions, please do not hesitate to call.

Thank you for your consideration in this regard.

Sincerely,

A handwritten signature in black ink, appearing to read "Nance Fitzpatrick Stokes".

Nance Fitzpatrick Stokes
Circuit Clerk

/ns

Enclosure

TO: HONORABLE PRENTISS HARRELL
HONORABLE ANTHONY MOZINGO
HONORABLE CLAIBORNE McDONALD IV
CIRCUIT COURT JUDGES
15TH CIRCUIT COURT DISTRICT

REPORT OF THE GRAND JURY

We, the Grand Jury of Pearl River County, Mississippi, for the regular January 2023 Term, submit the following report of work performed during this term of court, to-wit:

We, the Grand Jury was in session a total of 5 days and investigated 169 Matters, hearing testimony from 53 witnesses, touching on said matters. After carefully considering all of the testimony the Grand Jury returned a total of 156 true bills of indictment, containing 194 counts with respect to 175 individual defendants.

The report of the Chancery Clerk, ex-officio auditor, presented her report as required by law a copy of which is attached hereto and made a part hereof marked Exhibit "A".

We have inspected public buildings and taken testimony from public officials concerning operation of the county and present the following findings and recommendations.

COURTHOUSE

During the January term the courthouse was under construction and we were unable to take a tour.

CRIMINAL JUSTICE CENTER

Critical need for more trained staff.

Need new rugs at doors, the current rugs are tripping hazards.

Multiple cameras out in the main control room.

Library needs more books.

Library has multiple lights out.

Broken shower faucet in the trustee cell, it's constantly running.

Laundry room has multiple missing ceiling tiles.

Many cell windows or blocked out with plywood, tape, and cardboard.

Missing floor tiles in multiple areas.

Fire drills/evacuations/muster stations need. Training procedures and exercises need to be enacted.

Booking area HVAC ducts and vents, and tiles surrounding them are filthy and need to be cleaned or replaced.

Booking area fire extinguisher is inaccessible.

Need more cameras.

Leak in booking area.

Need more trained staff.
Inmates need more opportunities for career training and earning GED.
Need examining chair that is monitored with cameras.
Cardboard over windows in medical area needs to be addressed.
There is a crack/hole in the floor of the medical area.
H1, H2, H3 doors need repainting.
Water stains in medical area.
Main hall floor needs repairing.
Booking room counter needs updating.
Need more pastoral care, especially for women.
Need mentor programs.
Rec. Area breezeway roof needs replacing.

AND NOW, having completed our work, we respectfully request that we be discharged until and unless called back into session by your Honor, according to law.

This the 11th day of July, 2023.


GENERAL BREELAND FOREMAN

CHRISTINA H. HOLCOMB
ASST. DISTRICT ATTORNEY

AFFIDAVIT

STATE OF MISSISSIPPI

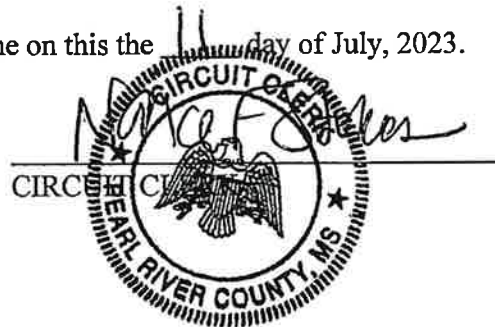
COUNTY OF PEARL RIVER

PERSONALLY came and appeared before me the undersigned authority in and for the above styled jurisdiction the below named Affiant who after being sworn did say, swear, and depose that on the 10th day of January, 2023, the Affiant was selected as the foreman of the Grand Jury, for the above county and state and that he has continuously served as such. He states on oath that all indictments that were found to be true bills were concurred in by twelve or more members of the Grand Jury who were present during all deliberations thereof.

Dated this the 11th day of July, 2023.

General Breeland
GENERAL BREELAND, FOREMAN

SWORN TO AND SUBSCRIBED before me on this the 11 day of July, 2023.



MY COMMISSION EXPIRES:

01/01/2024

CIRCUIT COURT OF PEARL RIVER COUNTY, MISSISSIPPI

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Jan - July

TERM, 2023 A.D.

CERTIFIED LIST OF WITNESSES APPEARING BEFORE THE GRAND JURY
SUBMITTED PURSUANT TO SECTION 13-5-63 OF THE MISSISSIPPI CODE OF 1972, AS AMENDEDBruce EadesCharles KellyMitch HowardAntwynne JamesJacob PetreeAaron GrobSean TalleyJames BondJason GambrellAustin RancatoreJason EdmondsJeff HornerJeff HendrixMya RobinsJesse NeumannBriteny RayKelvin JamesElaina HarrellAlex LizanaNeil DugasJordan GalvanAaron GrobShane EdgarLiliana TorijaM.H., minorScott MailletK.M., minorL.G., minorSean SpeightsRandy Messa

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

I, the undersigned Foreman of the Grand Jury of the Circuit Court of the aforesaid County, hereby certify that the foregoing is a true and correct list of witnesses appearing before the Grand Jury of the aforesaid County at the January - July, 2023 A.D., term of said Court.

Given under my hand and seal on this the 11 day of July, A.D., 2023

General Buland

FOREMAN OF THE GRAND JURY

CIRCUIT COURT OF PEARL RIVER COUNTY, MISSISSIPPI

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Jan-JulyTERM, 2023 A.D.CERTIFIED LIST OF WITNESSES APPEARING BEFORE THE GRAND JURY
SUBMITTED PURSUANT TO SECTION 13-5-63 OF THE MISSISSIPPI CODE OF 1972, AS AMENDEDCourtney PalmerMichael McClantocJacob PetreeRhonda JohnsonKevin MathisFred EaganJordan GalvinJody SmithJoe GarciaRandy MessaAustin champagneJeff HornerShane EdgarJacob BlankGene KeithMike HickeyS.H., minorJason EdmondsRobert GereKellie McDowellJason GazzoH.O., minorLiliana TorijaA.P., minor

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

I, the undersigned Foreman of the Grand Jury of the Circuit Court of the aforesaid County, hereby certify that the foregoing is a true and correct list of witnesses appearing before the Grand Jury of the aforesaid County at the January-July, 2023 A.D., term of said Court.

Given under my hand and seal on this the 29th day of June, A.D., 2023.

General Buland
FOREMAN OF THE GRAND JURY



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MELINDA SMITH BOWMAN
PEARL RIVER COUNTY CHANCERY CLERK

July 6, 2023

Grand Jury of Pearl River County
200 South Main Street
Poplarville, MS 39470

Dear Mr. Foreman:

As required by law, I am submitting my report for the period from December 2022 through June 2023, being the period for the Justice Court Clerk to make a report for the fines collected by the Justice Court System.

I have examined the dockets which have been presented to me and find that all fines collected by the Court have been properly settled.

I have conducted limited examinations of the books and records of various officials and find that all public funds payable to the County Treasury have been properly settled.

Sincerely,


Melinda Bowman

SWORN TO AND SUBSCRIBED before me this, the ¹⁰~~6~~ of July 2023.




Nancy F. Smith, Circuit Clerk
Pearl River County Circuit Clerk

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice President, District Two
DONALD HART
District One



HUDSON HOLLIDAY
District Three
JASON SPENCE 200
District Four
MELINDA BOWMAN
Clerk of Board

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRIN LUMPKIN, JR.
County Administrator

August 7, 2023

Board of Supervisors

Please adopt the attached resolution concerning Pearl River County's Section 125 Plan and authorize the President to sign the resolution. Documents are attached for review. This is required for our Cafeteria Plan, and we have to have an administrator approved the State Auditor's office.

Thank you,

Adrain

Adoption Agreement (2023)

For Pearl River County Board of Supervisors

Section 125 Premium Only Plan

The undersigned Employer amends the Premium Only Plan for those Employees who shall qualify as Participants hereunder. It shall be effective as of the date specified below. The Employer hereby selects the following Plan specifications:

1. **Name of Employer:** Pearl River County Board of Supervisors
2. **Effective Date:** This Amended Premium Only Plan shall be effective as of **October 1, 2023**.
3. **Effective Date of Original Plan:** This Premium Only Plan was originally effective October 1, 2011.
4. **Plan Year:** The Amended Plan year shall begin on **October 1, 2023**, and end on **September 30, 2024**. Future plan years will be based on the same twelve-month period beginning each **October 1** and ending each **September 30**.
5. **Plan number:** 520
6. **Employer's Principal Office:** This Premium Only Plan shall be governed under the laws of the:
 - a. ☒ (X) State of Mississippi
 - b. ☐ () Commonwealth of
7. **Benefits:** All the benefits listed below are included in this plan whether or not you currently offer them:
 - **Health Insurance and Voluntary Plans.** Premiums that are payroll deducted on a pre-tax basis may include low-deductible or high-deductible medical insurance, dental insurance, vision care, critical illness insurance, accidental death/dismemberment (ADD) insurance, hospital indemnity and/or cancer insurance. Individually-owned insurance policy premiums may not be paid with pre-tax dollars through the Premium Only Plan.
 - **Group-Term Life Insurance up to \$50,000.** The \$50,000 limit must include any employer-provided group-term life insurance coverage. For example, if the employer provides \$20,000 of group-term life insurance for employees, then participants in the POP can payroll deduct premiums on a pre-tax basis for up to \$30,000 of additional coverage. However, employees may not pay premiums that cover spouses or dependents on a pre-tax basis, even if the amount is de minimis.
 - **Disability Plan.** Short-term and long-term disability policies. If payroll deducted on a pre-tax basis, any future benefits received will be taxable to the employee.
 - **Health Savings Account (HSA).** Allows employees to make contributions by pre-tax payroll deduction to their individually-owned HSA. Employers may also make contributions to the employee's HSA plan on each employee's behalf, in the manner set forth in the Plan.

by


 Pearl River County Board of Supervisors

AFFILIATES: NONE

Plan Document

As Amended and Restated for 2023

For Pearl River County Board of Supervisors

Section 125 Premium Only Plan

Introduction

Article I Definitions

Article II Participation

Article III Contributions to the Plan

Article IV Benefits

Article V Participant Elections

Article VI Health Savings Account Program

Article VII Administration

Article VIII Amendment or Termination of Plan

Article IX Miscellaneous

Introduction

The Employer has adopted this Plan to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their dependents and beneficiaries. The concept of this plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires, and needs.

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be includable or excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended. The Plan is also intended to meet any applicable state mandates that may otherwise apply to the Employer as an employer of Employees who are eligible to participate in a "premium only plan" sponsored by the Employer, as applicable.

Article I — Definitions

1.1 "Administrator" means the individual(s) or corporation appointed by the Employer to carry out the administration of the Plan. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the plan. In the event the Administrator has not been appointed, or resigns from a prior appointment, the Employer shall be deemed to be the Administrator.

1.2 "Affiliated Employer" means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 "Benefit" means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 "Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time, and which shall also include any governing regulations or applicable guidance thereunder.

1.5 "Compensation" means the total cash remuneration received by the Participant from the Employer during a Plan Year prior to any reductions pursuant to a Salary Redirection Agreement authorized hereunder.

1.6 "Dependent" means any individual who is defined under an Insurance Contract or who is a Qualifying Child or Participant's child (within the meaning of Code Section 152(f)(1) who has not attained age 27 as of the end of the taxable year or Qualifying Relative who qualifies as a dependent under an Insurance Contract or under Code Section 152 (as modified by Code Section 105(b)), as applicable.

Certain provisions of "Michelle's Law" in which the requirement that a Dependent child have a full-time status in order to extend coverage past a stated age will generally not apply if the child's failure to maintain full-time status is due to a medically necessary leave of absence or other change in enrollment (such as reduction of hours).

Notwithstanding anything in the Plan to the contrary, the Plan will comply with Michelle's Law.

1.7 "Effective Date" means the effective date as specified in Item 2 of the Adoption Agreement.

1.8 "Election Period" means the period immediately preceding the beginning of each Plan Year established by the Administrator for the election of Benefits and Salary Redirections, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.9 “Eligible Employee” means any Employee who has satisfied the provisions of Section 2.1. However, 2% shareholders as defined under Code Section 1372(b) and self-employed individuals as defined under Code Section 401(c) shall not be eligible to participate in this Plan.

An individual shall not be an “Eligible Employee” if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not “Eligible Employees” and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.10 “Employee” means any person who is employed by the Employer, but for all portions of the Plan other than provisions relating to the Health Savings Account Program, generally excludes any person who is employed as an independent contractor or any person who is considered self-employed under Code Section 401(c), as well as a greater than two percent (2%) shareholder in a Subchapter S corporation, a partner in a partnership or an owner or member of a limited liability company that elects partnership status on its tax return. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.11 “Employer” means the Corporation or any such entity specified in Item 1 of the Adoption Agreement, and any Affiliated Employer (as defined in Section 1.2), which shall adopt this plan; and any successor, which shall maintain this Plan; and any predecessor, which has maintained this Plan.

1.12 “Health Savings Account” means an account established in accordance with Code Section 223(d) to which part of any Eligible Employee’s Cafeteria Plan Benefit Dollars may be allocated.

1.13 “Highly Compensated Employee” means, for the purposes of determining discrimination, an Employee described in Code Section 125 and the Treasury Regulations thereunder.

1.14 “HSA Trustee” means the designated Trustee (as defined under Code Section 223(d)(1)(B) of any Trust established for qualifying account beneficiaries who elect to establish a Health Savings Account.

1.15 “Insurance Contract” means any contract issued by an Insurer underwriting a Benefit.

1.16 “Insurance Premium Payment Plan” means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.

1.17 “Insurer” means any insurance company that underwrites a Benefit under this Plan.

1.18 “Key Employee” means an employee defined in Code Section 416(i)(1) and the Treasury regulations there under.

1.19 “Participant” means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.20 “Plan” means this instrument, including all amendments thereto.

1.21 “Plan Year” means the 12-month period beginning and ending on the dates specified in the Adoption Agreement. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant’s date of entry and ending on the last day of such Plan Year.

1.22 “Premium Expenses” or “Premiums” mean the Participant’s cost for the insured Benefits described in Section 4.1.

1.23 “Qualifying Child” means an individual who, unless otherwise described under Code Section 152(b):

- Is a child (as defined under Code Section 152(f)(1)), or descendant of such child, or a brother, sister, stepbrother, stepsister, father, mother or any of their ancestors, or any other relative as described under Code Section 152(d)(2), including an individual who has the same principal residence as the Employee and who is a member of the Employee’s household;

- Who has the same principal residence, if allowed under local law, as the Employee for more than one-half of the current taxable year;
- Is younger than the taxpayer claiming such individual as a qualifying child, and is under the age of 19 as of the end of the Plan Year in which the Employee was eligible under this Plan, or is under the age of 24 when covered as a full time student (as defined under Code Section 152(f)(2)), after consideration of Code Section 152(c)(3) as applicable;
- Has not provided over one-half of his or her own support during the current Plan Year; and
- Who has not filed a joint return (other than only for a claim of refund) with the individual's spouse under section 6013 for the taxable year beginning in the calendar year in which the taxable year of the taxpayer begins; or
- Is a child (within the meaning of Code Section 152(f)(1) who has not attained age 27 as of the end of the taxable year.

Notwithstanding anything in the Plan to the contrary, the Plan will comply with Michelle's Law.

1.24 "Qualifying Relative" means an individual who, unless otherwise described under Code Section 152(d) or (e):

- Is a child (as defined under Code Section 152(f)(1)), or descendant of such child, or a brother, sister, stepbrother, stepsister, father, mother or any of their ancestors, or any other relative as described under Code Section 152(d)(2), including an individual who has the same principal residence as the Employee and who is a member of the Employee's household;
- Has (with the exception of certain handicapped dependents described under Code Section 152(d)(4)) gross income for the Plan Year that is less than the allowable income exemption amount (as defined under Code Section 151(d) for that taxable year;
- For whom the Employee provides over one-half of the individual's support for that calendar year; and
- Is not an otherwise Qualifying Child of the Employee for any portion of the Plan Year.

1.25 "Regulations" means either temporary, proposed or final regulations, as applicable, issued from the Department of Treasury, as well as any further related guidance or interpretations issued as applicable.

1.26 "Salary Redirection" means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.27 "Salary Redirection Agreement" means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.28 "Spouse" means the legally married husband or wife of a Participant in accordance with applicable state and federal law, unless legally separated by court decree or otherwise specified by the Insurance Contract.

1.29 "Uniformed Services" means the Armed Forces, the Army National Guard, and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or emergency.

All other defined terms in this Plan shall have the meanings specified in the various Articles of the Plan in which they appear.

Article II — Participation

2.1 Eligibility

As to each Benefit provided hereunder, any Eligible Employee shall be eligible to participate as of the date he satisfies the eligibility conditions set forth in the policy or plan providing such Benefit, the provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 Effective Date of Participation

(a) An Eligible Employee shall become a Participant effective as of the later of the date on which he satisfies the requirements of Section 2.1 or the Effective Date of this Plan.

(b) If an Eligible Employee terminates employment after commencing participation in the Plan, except as otherwise provided in the applicable policy or plan providing a Benefit, such terminated Participants who are rehired within 30 days or less of the date of termination of employment shall not be considered a newly eligible employee and will be reinstated with the same election(s) such individual had before termination. If a terminated Participant is rehired more than 30 days following termination of employment and is otherwise eligible to participate in the Plan, the individual shall be treated as a newly Eligible Employee and may make a new election under procedures otherwise set forth within this section or Section 5.1 below as applicable.

2.3 Application to Participate

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate and election of benefits form, which the Administrator shall furnish to the Employee. The election made on such form shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to execute a Salary Redirection Agreement, to elect to reduce salary to pay for allowable Benefits, during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2. A failure to execute a Salary Redirection Agreement shall constitute an election by the Eligible Employee to receive his or her full salary or other compensation in lieu of Benefits available hereunder.

2.4 Termination of Participation

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) His termination of employment, subject to the provisions of Section 2.5;
- (b) His death; or
- (c) The termination of this Plan, subject to the provisions of Section 8.2.

2.5 Termination of Employment

If a Participant terminates employment with the Employer for any reason other than death, his participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid or any other ability to continue participation in a Health Savings Account pursuant to Code Section 223.

When an employee ceases to be a participant, the cafeteria plan must pay the former participant any amount the former participant previously paid for coverage or benefits to the extent the previously paid amount relates to the period from the date the employee ceases to be a participant through the end of that plan year.

Article III — Contributions to the Plan

3.1 Salary Redirection

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election and/or Salary Redirection Agreement with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.2 Application of Contributions

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contributions made or withheld from an Employee's compensation, pursuant to the Employee's signed Salary Redirection Agreement for the Health Savings Account shall be credited to such account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

3.3 Periodic Contributions

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. In the event Salary Redirections are not made on a pro rate basis, upon termination of participation, a Participant may be entitled to a refund of such Salary Redirections pursuant to Section 2.5.

Article IV — Benefits

4.1 Benefit Options

Each Participant may elect to have his full compensation paid to him in cash or elect to have the amount of his Cafeteria Plan Benefit Dollars applied to any one or more of the optional Benefits or any other group-insured or self-funded Benefit permitted under Code Section 125, including Marketplace/State Exchanges Small Business Health Options Program (SHOP Exchange) or federally facilitated Small Business Health Options Program (FF SHOP), which is offered by the Employer as set forth in the Adoption Agreement. If selected as an available Benefit Option under the Employer's Adoption Agreement, each Eligible Individual may elect coverage under the Health Savings Account Program option, in which case Article VI shall apply.

The employer may select suitable health and hospitalization Insurance Contracts for use in providing health benefits, which policies will provide uniform benefits for all Participants electing this Benefit.

4.2 Description of Benefits

Each Eligible Employee may elect to have the Administrator pay those contributions that the Employee is required to make to the Benefit options described under Section 4.1 as a condition for the Employee and his Dependents to participate in those Benefit options.

4.3 Nondiscrimination Requirements

(a) It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125 or applicable Regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to reject any election or reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

Article V — Participant Elections

5.1 Initial Elections

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so before his effective date of participation pursuant to Section 2.2 or for a newly Eligible Employee, no more than 30 days after their date of hire. For any such newly Eligible Employee, if coverage is effective as of the date of hire pursuant to Section 2.1 above, such Employee shall be eligible to participate retroactively as of their date of hire. Newly Eligible Employee Election amounts will be collected on the first pay period on or after his or her election was received. However, if such Employee does not complete an application to participate and benefit election form and deliver it to the Administrator before such date, his Election Period shall extend 30 calendar days after such date, or for such further period as the Administrator shall determine and apply on a uniform and nondiscriminatory basis. However, any election during the extended 30-day election period pursuant to this Section 5.1 shall not be effective until the first pay period following the later of such Participant's effective date of participation pursuant to Section 2.2 or the date of the receipt of the election form by the Administrator, and shall be limited to the Benefit expenses incurred for the balance of the Plan Year for which the election is made. Any failure to elect the Benefits set forth herein shall constitute an Employee's election not to participate in the Plan during that Plan Year until a valid Election is otherwise made in the manner set forth herein.

5.2 Subsequent Annual Elections

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which Benefit options he wishes to select and purchase with his Cafeteria Plan Benefit Dollars. Any such election shall be effective for any Benefit expenses incurred during the Plan Year, which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

(a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

(b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;

(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 Failure to Elect

Any Participant failing to complete a new election of benefits form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for such subsequent Plan Year for such Benefits.

5.4 Change of Elections

(a) Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a spouse, the death of a spouse or dependent, or a dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such an event. In addition, if the Participant, spouse or dependent gains or loses eligibility for coverage under a family member plan as a result of a change in marital status or a change in employment status, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's spouse, or dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

(1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a spouse, legal separation or annulment;

(2) Number of Dependents: Events that change a Participant's number of dependents, including birth, adoption, placement for adoption, or death of a dependent;

(3) Employment Status: Any of the following events that change the employment status of the Participant, spouse, or dependent: termination or commencement of employment, a strike or lockout, commencement or returns from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, spouse, or dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

(4) Dependent satisfies or ceases to satisfy the eligibility requirements: an event that causes the Participant's dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

(5) Residency: A change in the place of residence of the Participant, spouse or dependent.

(b) Notwithstanding subsection (a), Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f) pertaining to HIPAA special enrollment rights or the Family and Medical Leave Act.

A Participant may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants).

Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) Notwithstanding subsection (a), in the event of a judgment, decree, or order ("order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order defined in ERISA Section 609) which requires accident or health coverage for a Participant's child (including a foster child who is a dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) Notwithstanding subsection (a), Participants may change elections to cancel accident or health coverage for the Participant or the Participant's spouse or dependent if the Participant or the Participant's spouse or dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's spouse or dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) Notwithstanding subsection (a), Participants may make a prospective election change to add group health coverage for the Participant or the Participant's spouse or dependent if the Participant or the Participant's spouse or dependent, if such individual(s) lose coverage under any group health coverage sponsored by a governmental or educational institution, including (but not limited to) the following: a state children's health insurance program (SCHIP) under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code Section 7701 (a) (40)), the Indian Health Service, or a tribal organization; a state health benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable benefit package option(s).

Further, if the Participant or the Participant's spouse or dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, the Participant may prospectively elect to commence or increase the accident or health coverage of the individual who loses Medicare or Medicaid eligibility.

(f) Notwithstanding subsection (a), Participants who elected to salary reduce through the Premium Only Plan for accident and health plan coverage is allowed to prospectively revoke or change his or her election with respect to the accident or health plan during open enrollment of a Marketplace Qualified Health Plan (QHP) as outline by the Affordable Care Act (ACA).

The new coverage in a QHP shall be effective no later than the day immediately following the last day of the original coverage that is revoked.

(g) Notwithstanding subsection (a), Participants who elected to salary reduce through the Premium Only Plan for accident and health plan coverage are allowed to prospectively revoke his or her election with respect to the accident or health plan if the Participant is moved from full-time status (at least 30 hours of service per week) to part-time status (less than 30 hours of service per week) and seek coverage in another plan that provides minimum essential coverage.

The new coverage shall be effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

(h) If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage; or drop coverage prospectively if there is no other benefit package option available that provides similar coverage. This Plan treats coverage by another Employer, such as a spouse's or dependent's employer, as similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(i) If the cost of a Benefit Package Option provided under the plan decreases significantly during a Plan Year, the Administrator shall permit the affected Participants to either make corresponding changes in their payments; and employees who are otherwise eligible under the Plan may elect the Benefit Package Option, subject to the terms and limitations of the Benefit Package Option.

If the coverage under a Benefit is significantly curtailed, and such curtailment results in a loss of coverage, or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if there is no other Benefit Package Option available that provides similar coverage.

If the coverage under a Benefit is significantly curtailed, and such curtailment does not result in a loss of coverage, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on prospective basis coverage under another plan with similar coverage.

If, during the period of coverage, a new benefit package option or other coverage option is added (or an existing benefit package option or other coverage option is eliminated) or a significantly improved existing Benefit Package Option is added, then the affected Participants and employees who are otherwise eligible under the Plan may elect the newly-added or significantly improved option (or elect another option if an option has been eliminated) prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage.

(j) A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(k) **Health Savings Account changes.** With regard to the Health Savings Account Benefit specified in Article IV, a participant who has elected to make elective contributions under such arrangement may modify or revoke the election prospectively, provided such change is consistent with Code Section 223 and the Treasury regulations thereunder.

Article VI - Health Savings Account Program

6.1 Establishment of Program

This Health Savings Account Program (hereinafter the “HSA”) is intended to qualify as a program under Code Section 223 and shall be interpreted in a manner consistent with such Code Section. The Health Savings Account Program is provided and administered by the HSA Trustee.

6.2 Coordination with Premium Only Plan Benefits

All Participants under the Premium Only Plan are eligible to receive Benefits under this HSA, as long as they otherwise meet the definition of an Eligible Individual set forth under Code Section 223. The Employer may allow employees to make contributions to the HSA with pre-tax dollars, as governed and elected under the Adoption Agreement. In circumstances in which Employees are allowed to make pre-tax contributions to the HSA, the Employer shall also have the option of making contributions to the Employee’s HSA as well, through usage of this Plan and as otherwise set forth herein after consideration of, among other provisions, Article III and Article IV accordingly related to applicability of Employer contributions and applicable nondiscrimination standards. The enrollment and termination of participation under the Premium Only Plan shall constitute enrollment and termination of participation under this HSA. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Premium Only Plan.

Article VII— Administration

7.1 Plan Administration

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Act, the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power to administer the Plan in all of its details, subject, however, to the pertinent provisions of the Code. The Administrator’s powers shall include, but shall not be limited to the following authority, in addition to all other powers provided by this Plan:

(a) To make and enforce such rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;

(b) To interpret the Plan, the Administrator’s interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;

(c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided under the Plan;

(d) To reject elections or to limit contributions or Benefits for certain Highly Compensated Participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;

(e) To provide Employees with a reasonable notification of their benefits available under the Plan;

(f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;

(g) To keep and communicate procedures to determine whether a medical child support order is qualified under ERISA Section 609; and

(h) To appoint such agents, counsel, accountants, consultants, and actuaries as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations there under.

7.2 Examination of Records

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

7.3 Payment of Expenses

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of Highly Compensated Participants.

7.4 Application of Benefit Plan Surplus

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense may, but need not be, separately accounted for after the close of the Plan Year in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall first be used to defray any administrative costs and experience losses and thereafter be retained by the Employer.

7.5 Insurance Control Clause

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of a particular Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

7.6 Indemnification of Administrator

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

Article VIII — Amendment or Termination of Plan

8.1 Amendment

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with federal, state or local laws, statutes or regulations.

8.2 Termination

The Employer is establishing this Plan with the intent that it will be maintained for an indefinite period of time. Notwithstanding the foregoing, the Employer reserves the right to terminate the Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Contract.

Any amounts remaining in any such fund or account as of the end of the Plan Year in which Plan termination occurs shall be forfeited and deposited in the benefit plan surplus.

Article IX — Miscellaneous

9.1 Plan Interpretation

All provisions of this Plan shall be governed and interpreted by the Employer, or its delegated Administrator, as applicable, in its full and complete discretion and shall be otherwise applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 9.12.

9.2 Gender and Number

Wherever any words are used herein in the masculine, feminine, or gender neutral, shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

9.3 Written Document

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Regulations there under relating to Cafeteria Plans.

9.4 Exclusive Benefit

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

9.5 Participant's Rights

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

9.6 Action by the Employer

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

9.7 Employer's Protective Clauses

(a) Upon the failure of the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance

premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) The Employer's liability to the Participant shall only extend to and shall be limited to any payment actually received by the Employer from the Insurer. In the event that the full insurance Benefit contemplated is not promptly received by the Employer within a reasonable time after submission of a claim, then the Employer shall notify the Participant of such facts and the Employer shall no longer have any legal obligation whatsoever (except to execute any document called for by a settlement reached by the Participant). The Participant shall be free to settle, compromise or refuse the claim as the Participant, in his sole discretion, shall see fit.

(c) The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

9.8 No Guarantee of Tax Consequences

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

9.9 Indemnification of Employer by Participants

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

9.10 Funding

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but shall instead be considered general assets of the Employer until the Premium Expense required under the Plan has been paid. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

9.11 Governing Law

This Plan is governed by the Code and the Treasury regulations issued there under (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the state or commonwealth specified in the Adoption Agreement.

9.12 Severability

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

9.13 Captions

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge, or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

9.14 Continuation of Coverage

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B.

9.15 Family and Medical Leave Act

Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, after consideration of Treasury Regulation Section 1.125-3 as applicable, the Employer will continue to maintain the Participant's benefits under this Plan on the same terms and conditions as though he/she were still an active Employee (i.e., the Employer will continue to pay its share of the premium to the extent the Employee opts to continue his/her coverage). If the Employee opts to continue his/her coverage, the Employee may pay his/her share of the premium with after-tax dollars while on leave (or pre-tax dollars to the extent he/she receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his/her share of the premium for the expected duration of the leave on a pre-tax salary reduction basis out of his/her pre-leave Compensation by making a special election to that effect prior to the date such Compensation would normally be made available to him/her (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold "catch-up" amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his/her leave, or as otherwise required by the FMLA.

Furthermore, if a Participant goes on a qualifying paid leave under the FMLA, to the extent required by the FMLA, the Employee will continue coverage while on FMLA by the method normally used during any paid leave.

In all instances, a paid or unpaid leave under FMLA will be treated in the same manner and consistent with a non-FMLA paid or unpaid leave.

9.16 Health Insurance Portability and Accountability Act

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

9.17 Uniformed Services Employment and Reemployment Rights Act

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with USERRA and the regulations there under, as well as any other applicable Regulations specific to the rights and obligations of Employers with Employees on active military leave.

9.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy

Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

9.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.18.

9.20 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

9.21 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

9.22 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

Certificate of Resolution (2023)

For Pearl River County Board of Supervisors

Section 125 Premium Only Plan

Plan Year Ending September 30, 2024

The undersigned Secretary or Principal of **Pearl River County Board of Supervisors** (the Employer) hereby certifies that the following resolutions were duly adopted by the board of directors of the Employer on **October 1, 2023**, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of Amended Section 125 Cafeteria Plan effective **October 1, 2023**, presented to this meeting is hereby approved and adopted and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the amended Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the proper officers of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the amended Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that true copies of the Adoption Agreement, Plan Document, and the Summary Plan Description, approved and adopted in the foregoing resolutions, are attached herewith.

By _____
Secretary/Principal



Office of the Coroner

PEARL RIVER COUNTY, MISSISSIPPI
P.O. Box 703 • 917 Goodyear Blvd. • Picayune, MS 39466
telephone 601-749-7750
fax 601-749-7751

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DEREK TURNAGE
CORONER

August 3, 2023

Board of Supervisors
Pearl River County
P.O. Box 569
Poplarville, MS. 39470

RE: Michael Roberts

To The Honorable Board of Supervisors:

We are currently holding the body of, Mr. Michael Roberts, who died on 07/30/2023. Mr. Roberts permanent address is 410 Liberty Road, Picayune, Ms. 39466. Mr. Roberts has been held at Dignity Mortuary Services due to the fact that he has no family and doesn't have the funds for burial or cremation.

I am requesting the Board of Supervisors to consider Mr. Roberts as a Pauper and to assist with cremation directed by Picayune Funeral Home. The cost of the cremation is \$350.00

Thank you,

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

Derek Turnage,
Pearl River County Coroner

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One



221
HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRAIN LUMPKIN, JR.
County Administrator

August 1, 2023

Board of Supervisors,

Please approve the Capital One Spark Business card payment in the amount of \$3,244.15. All receipts for charges are attached for review.

Thanks,

Adrain

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How can I Avoid Paying Interest Charges? If you pay your New Balance in full by the due date each month, we will not charge interest on new transactions that post to the purchase balance. If you have been paying in full **without** Interest Charges, but fail to pay your next New Balance in full, we will charge interest on the unpaid balance. Interest Charges on Cash Advances and Special Transfers start on the transaction date. Promotional offers may allow you to pay less than the total New Balance and avoid paying interest on new transactions that post to your purchase balance. See the front of your statement for additional information.

How is the Interest Charge Determined? Interest Charges accrue from the date of the transaction, date the transaction is processed or the first day of the Billing Cycle. Interest accrues daily on every unpaid amount until it is paid in full. Interest accrued during a Billing Cycle posts to your account at the end of the Billing cycle and appears on your next statement. You may owe Interest Charges even if you pay the entire New Balance one month, but did not do so the prior month. Once you start accruing Interest Charges, you generally must pay your New Balance in full two consecutive Billing Cycles before Interest Charges stop being posted to your Statement. Interest Charges are added to the corresponding segment of your account.

Do you assess a Minimum Interest Charge? We may assess a minimum Interest Charge of \$0.00 for each Billing Cycle if your account is subject to an Interest Charge.

How do you Calculate the Interest Charge? We use a method called Average Daily Balance (including new transactions).

1. First, for each segment we take the beginning balance each day and add in new transactions and the periodic Interest Charge on the previous day's balance. Then we subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if your previous statement balance was zero or a credit amount, new transactions which post to your purchase segment are not added to the daily balance.

2. Next, for each segment, we add the daily balances together and divide the sum by the number of days in the Billing Cycle. The result is the Average Daily Balance for each segment.

3. At the end of each Billing Cycle, we multiply your Average Daily Balance for each segment by the daily periodic rate (APR divided by 365) for that segment, and then we multiply the result by the number of days in the Billing Cycle. We add the Interest Charges for all segments together. The result is your total Interest Charge for the Billing Cycle.

The Average Daily Balance is referred to as the Balance Subject to Interest Rate in the Interest Charge Calculation section of this Statement.

NOTE: Due to rounding or a minimum Interest Charge, this calculation may vary slightly from the Interest Charge actually assessed.

How can I Avoid Membership Fees? If a Renewal Notice is printed on this statement, you may avoid paying an annual membership Fee by contacting Customer Service fewer than 40 days after the annual membership Fee was assessed to request that we close your account. To avoid paying a monthly membership Fee, close your account and we will stop assessing your monthly membership Fee.

How can I Close My Account? You can contact Customer Service anytime to request that we close your account.

How do you Process Payments? When you make a payment, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account or other related account. When you provide a check or check information to make a payment, you authorize us to use information from the check to make a one-time ACH or other electronic transfer from your bank account. We may also process it as a check transaction. Funds may be withdrawn from your bank account as soon as the same day we process your payment.

How do you Apply My Payment? We generally apply payments up to your Minimum Payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your Minimum Payment to the balance with the highest APR, and then to balances with lower APRs.

Billing Rights Summary (Does not Apply to Small Business Accounts)

What To Do If You Think You Find A Mistake On Your Statement: If you think there is an error on your statement, write to us at:
P.O. Box 30285, Salt Lake City, UT 84130-0285.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter. While we investigate whether or not there has been an error, the following are true:
 - We cannot try to collect the amount in question, or report you as delinquent on that amount. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit. Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

Your Rights If You Are Dissatisfied With Your Purchase: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, the following must be true:

- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and
- 2) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: P.O. Box 30285, Salt Lake City, UT 84130-0285. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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ETC-08 07/13/2023



Pay online at capitalone.com



Pay using the Capital One mobile app



Customer Service 1-800-867-0904

Changing your mailing address?

You can change your address by signing into your account online or by calling Customer Service.

Any written request on this form will not be honored.

How do I Make Payments? You may make your payment in several ways:

1. Online Banking by logging into your account;
2. Capital One Mobile Banking app for approved electronic devices;
3. Calling the telephone number listed on the front of this statement and providing the required payment information;
4. Sending mail payments to the address on the front of this statement with the payment coupon or your account information.

When will you Credit My Payment?

- ◆ For mobile, online or over the phone, as of the business day we receive it, as long as it is made **by 8 p.m. ET**.
- ◆ For mail, as of the business day we receive it, as long as it is received **by 5 p.m. local time** at our processing center. You must send the bottom portion of this statement and your check to the payment address on the front of this statement. Please allow at least seven (7) business days for mail delivery. Mailed payments received by us at any other location or payments in any other form may not be credited as of the day we receive them.

Transactions			
Visit capitalone.com to see detailed transactions.			
ADRAIN P LUMPKIN JR #3298: Payments, Credits and Adjustments			
Trans Date	Post Date	Description	Amount
Jul 10	Jul 12	Mailed Payment. Thank You!	- \$4,054.40
ADRAIN P LUMPKIN JR #3298: Transactions			
Trans Date	Post Date	Description	Amount
Jun 25	Jun 26	BOOSTLINGO,LLCWWW.BOOSTLINGTX <i>ALL READY PD</i>	\$95.00
Jul 5	Jul 6	2CO.COM*WYSIWYGWEBBUIL 21AMSTERDAM <i>Web software</i>	\$93.58
Jul 6	Jul 7	ZIPRECRUITER, INC.855-747-5493CA <i>Dispatch 525.00</i>	\$561.75
Jul 19	Jul 20	ZIPRECRUITER, INC.855-747-5493CA <i>IT 525.00</i>	\$561.75
Jul 20	Jul 21	ZIPRECRUITER, INC.855-747-5493CA <i>Dispatch 35.00</i>	\$37.45
Jul 21	Jul 22	SQ *CELESTIN M MUGABOManoTX <i>Ap1 - Cab - NACO</i>	\$84.00
Jul 24	Jul 26	HAMPTON INN AUSTIN DOWNTAUSTINTX <i>Cradsy - NACO</i>	\$808.53
Jul 25	Jul 26	BOOSTLINGO,LLCWWW.BOOSTLINGTX <i>Dispatch</i>	\$95.00
ADRAIN P LUMPKIN JR #3298: Total Transactions			\$2,337.06
Total Transactions for This Period			\$2,337.06
Fees			
Trans Date	Post Date	Description	Amount
Total Fees for This Period			\$0.00
Interest Charged			
Interest Charge on Purchases			\$0.00
Interest Charge on Cash Advances			\$0.00
Interest Charge on Other Balances			\$0.00
Total Interest for This Period			\$0.00
Totals Year-to-Date			
Total Fees charged			-\$39.00
Total Interest charged			-\$34.32

001-205-603- \$ 655.00
 001-160-603- \$ 93.58
 001-677-475- \$ 808.53
 001-121-475- \$ 1,162.04
 001-152-524 525.00
 Additional Information on the next page
 3244.15

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charged
Purchases	24.24% P	\$0.00	\$0.00
Cash Advances	31.99% P	\$0.00	\$0.00

Variable APRs: If you have a letter code displayed next to any of the above APRs, this means they are variable APRs. They may increase or decrease based on one of the following indices (reported in The Wall Street Journal) as described below.

Code next to your APR(s)	How do we calculate your APR(s)?	When your APR(s) will change
P	Prime Rate + margin	The first day of the Billing Cycles that end in Jan., April, July and Oct.
L	3 month LIBOR + margin	
D	Prime Rate + margin	The first day of each Billing Cycle
F	1 month LIBOR + margin	



Protect yourself from scams.

When dealing with uninvited contacts from people, businesses, or social networking sites, always use caution.

Scan this QR Code with your phone's camera to learn more or visit
www.capitalone.com/stopscams

530486 EN

Receipt

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Invoice number E5283B31-0020
Receipt number 2326-1800
Date paid July 25, 2023
Payment method Visa - 3298

BoostLingo, LLC
+1 347-934-9440
accounting@boostlingo.com

Bill to
Pearl River County, MS
100 South Main St
Poplarville, Mississippi 39470
United States
+1 601-337-2504
cmeitzler@pearlrivercounty.net

Ship to
Pearl River County, MS
100 South Main St
Poplarville, Mississippi
39470
United States
+1 601-337-2504

\$95.00 paid on July 25, 2023

Description	Qty	Unit price	Amount
Boost Standard 95 Jul 25 – Aug 25, 2023	1	\$95.00	\$95.00
Subtotal			\$95.00
Total			\$95.00
Amount paid			\$95.00





HAMPTON INN & SUITES DOWNTOWN AUSTIN
200 SAN JACINTO BLVD
AUSTIN, TX 78701
United States of America
TELEPHONE 512-472-1500 • FAX 5124728900
Reservations
www.hamptoninn.com or 1 800 HAMPTON

WARD, LINDSAY

325 MENGE AVENUE

PASS CHRISTIAN MS 39571
UNITED STATES OF AMERICA

Room No: 704/KXTD
Arrival Date: 7/21/2023 12:14:00 PM
Departure Date: 7/24/2023 3:35:00 AM
Adult/Child: 1/0
Cashier ID: CKELLUM1
Room Rate: 229.00
AL:
HH # 267541177 SILVER
VAT #
Folio No/Che 894643 A

Confirmation Number: 91475393

HAMPTON INN & SUITES DOWNTOWN AUSTIN 7/24/2023 3:35:00 AM

DATE	REF NO	DESCRIPTION	CHARGES
7/21/2023	3917900	GUEST ROOM	\$229.00
7/21/2023	3917900	STATE TAX	\$13.83
7/21/2023	3917900	CITY TAX	\$20.61
7/21/2023	3917900	CITY VENUE TAX	\$4.58
7/21/2023	3917900	TEXAS RECOVERY FEE	\$1.49
7/22/2023	3918407	GUEST ROOM	\$229.00
7/22/2023	3918407	STATE TAX	\$13.83
7/22/2023	3918407	CITY TAX	\$20.61
7/22/2023	3918407	CITY VENUE TAX	\$4.58
7/22/2023	3918407	TEXAS RECOVERY FEE	\$1.49
7/23/2023	3918902	GUEST ROOM	\$229.00
7/23/2023	3918902	STATE TAX	\$13.83
7/23/2023	3918902	CITY TAX	\$20.61
7/23/2023	3918902	CITY VENUE TAX	\$4.58
7/23/2023	3918902	TEXAS RECOVERY FEE	\$1.49
7/24/2023	3918994	VS *3298	(\$808.53)
BALANCE			\$0.00

Hilton Honors(R) stays are posted within 72 hours of checkout. To check your earnings or book your next stay at more than 6,500+ hotels and resorts in 119 countries, please visit Honors.com

THANK YOU FOR STAYING WITH US!

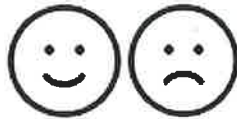
CREDIT CARD DETAIL

APPR CODE	04625G	MERCHANT ID	387013717880
CARD NUMBER	VS *3298	EXP DATE	02/26
TRANSACTION ID	3918994	TRANS TYPE	Sale

Now when you shop at sellers who use Square, your receipts will be delivered automatically.

228

Celestin M Mugabo



Let Celestin M Mugabo know how your experience was

\$84.00

Custom Amount \$70.00

Purchase Subtotal \$70.00

Tip \$14.00

Total \$84.00

*Cab from
Airport to
Hotel
Naco*
HB



Celestin M Mugabo
Last Location

229

**ZipRecruiter****INVOICE****ZipRecruiter, Inc.**

604 Arizona Ave.

Santa Monica, CA 90401

Phone: (877) 252-1062

Bill to:

Pearl River Co
100 South Main Street
Poplarville, MO 39470

Invoice #: 31033393**Invoice Date:** 7/20/2023**Date:****Due Date:** 7/20/2023**Description**

Standard Usage Pricing Job Posting 'Emergency Dispatcher' 2023-07-19 to 2023-07-19
@\$24/per day

Premium Job Posting 'Emergency Dispatcher' 2023-07-19 to 2023-07-19 @\$11/per day

Subtotal: \$35.00**Tax:** \$2.45**Total Due:** \$37.45**Paid:** \$37.45**Refunded:** \$2.45**Outstanding:** \$0.00*Thank you for your business!*Tax ID: 27-2976158 | [download our W-9](#)**Pay by ACH**

Bank Name: JPMorgan Chase Bank, N.A.

Routing Number: 322271627

Account Number: 722260319

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INVOICE

**Bill to:**

Pearl River Co
100 South Main Street
Poplarville, MO 39470

ZipRecruiter, Inc.

604 Arizona Ave.
Santa Monica, CA 90401
Phone: (877) 252-1062

Invoice #: 30608889**Invoice Date:** 7/6/2023**Date:****Due Date:** 7/6/2023**Description**

Standard Usage Pricing Job Posting 'IT Support Specialist' 2023-06-22 to 2023-07-05 @\$24/per day

Premium Job Posting 'IT Support Specialist' 2023-06-22 to 2023-07-05 @\$11/per day

Standard Usage Pricing Job Posting 'Emergency Dispatcher' 2023-07-05 to 2023-07-05 @\$24/per day

Premium Job Posting 'Emergency Dispatcher' 2023-07-05 to 2023-07-05 @\$11/per day

Subtotal: \$525.00**Tax:** \$36.75**Total Due:** \$561.75**Paid:** \$561.75**Refunded:** \$36.75**Outstanding:** \$0.00

Thank you for your business!

Tax ID: 27-2976158 | [download our W-9](#)

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INVOICE

**ZipRecruiter, Inc.**

604 Arizona Ave.

Santa Monica, CA 90401

Phone: (877) 252-1062

Bill to:

Pearl River Co
100 South Main Street
Poplarville, MO 39470

Invoice #: 31006067**Invoice Date:** 7/19/2023**Date:****Due Date:** 7/19/2023**Description**

Standard Usage Pricing Job Posting 'IT Support Specialist' 2023-07-06 to 2023-07-07 @\$24/per day

Standard Usage Pricing Job Posting 'Emergency Dispatcher' 2023-07-06 to 2023-07-18 @\$24/per day

Premium Job Posting 'IT Support Specialist' 2023-07-06 to 2023-07-07 @\$11/per day

Premium Job Posting 'Emergency Dispatcher' 2023-07-06 to 2023-07-18 @\$11/per day

Subtotal: \$525.00**Tax: \$36.75****Total Due: \$561.75****Paid: \$561.75****Refunded: \$36.75****Outstanding: \$0.00***Thank you for your business!*Tax ID: 27-2976158 | [download our W-9](#)

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Tax Invoice

Invoice No: BV74752707

Date: July 05, 2023

Order No: 213463252

Provided by:

Verifone Payments BV dba 2Checkout
[Mail address: P.O. Box 11334, 1001 GH Amsterdam] Singel
250, 4th floor, 1016AB
Amsterdam
Country VAT ID: Netherlands
VAT ID: NL 815605468B01
E-mail: info@2checkout.com

Provided to:

Adrain Lumpkin
200 S Main St
Poplarville 39470
Mississippi, United States of America
E-mail: bguerra@pearlrivercounty.net

Delivered to:

Adrain Lumpkin
200 S Main St
Poplarville 39470
Mississippi, United States of America
E-mail: bguerra@pearlrivercounty.net

Invoice Details

No Products	Units	Unit Price (USD)	Sales TAX (USD)	Value (USD)
1 WYSIWYG Web Builder Plus	1	99.95	6.12 (7.00 %)	99.95

Delivery date: 2023-07-05

Discount (USD): 12.49

Sales TAX (USD): 6.12

Total (USD): 93.58

Invoice Status: PAID

**Payment Details**

Payment method used: Visa/MasterCard

Your credit card (#####3298) has been successfully charged. Please note that the charge on your credit card will appear as '2CO.com*wysiwygwebbuil'.

The purchased products and services are delivered in accordance with the terms and conditions published on www.wysiwygwebbuilder.com website and agreed during the online order. For technical support please contact -

Receipt



Invoice number E5283B31-0019
Receipt number 2754-7623
Date paid June 25, 2023
Payment method Visa - 3298

BoostLingo, LLC
+1 347-934-9440
accounting@boostlingo.com

Bill to
Pearl River County, MS
100 South Main St
Poplarville, Mississippi 39470
United States
+1 601-337-2504
cmeitzler@pearlrivercounty.net

Ship to
Pearl River County, MS
100 South Main St
Poplarville, Mississippi
39470
United States
+1 601-337-2504

\$95.00 paid on June 25, 2023

Description	Qty	Unit price	Amount
Boost Standard 95 Jun 25 – Jul 25, 2023	1	\$95.00	\$95.00
Subtotal			\$95.00
Total			\$95.00
Amount paid			\$95.00



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Posted Transactions Since Your Last Statement

Account Ending in ...3298

DATE	DESCRIPTION	CATEGORY	CARD	AMOUNT
Jul 27	Hampton Inn & Suites	Lodging	Adrain L. ...3298	\$1,078.04

Adrain - Naco

Total: \$1,078.04



HAMPTON INN & SUITES DOWNTOWN AUSTIN
200 SAN JACINTO BLVD
AUSTIN, TX 78701
United States of America
TELEPHONE 512-472-1500 • FAX 512-472-8900
Reservations **235**
www.hamptoninn.com or 1 800 HAMPTON

LUMPKIN, ADRAIN

P.O. BOX 569

POPLARVILLE MS 39470

UNITED STATES OF AMERICA

Room No: 914/NQR
Arrival Date: 7/21/2023 1:27:00 PM
Departure Date: 7/25/2023 1:14:00 PM
Adult/Child: 2/0
Cashier ID: aferrera2
Room Rate: 229.00
AL:
HH # 1187578313 BLUE
VAT #
Folio No/Che 894680 A

Confirmation Number: 97512833

HAMPTON INN & SUITES DOWNTOWN AUSTIN 7/25/2023 1:14:00 PM

DATE	REF NO	DESCRIPTION	CHARGES
7/21/2023	3917942	GUEST ROOM	\$229.00
7/21/2023	3917942	STATE TAX	\$13.83
7/21/2023	3917942	CITY TAX	\$20.61
7/21/2023	3917942	CITY VENUE TAX	\$4.58
7/21/2023	3917942	TEXAS RECOVERY FEE	\$1.49
7/22/2023	3918447	GUEST ROOM	\$229.00
7/22/2023	3918447	STATE TAX	\$13.83
7/22/2023	3918447	CITY TAX	\$20.61
7/22/2023	3918447	CITY VENUE TAX	\$4.58
7/22/2023	3918447	TEXAS RECOVERY FEE	\$1.49
7/23/2023	3918938	GUEST ROOM	\$229.00
7/23/2023	3918938	STATE TAX	\$13.83
7/23/2023	3918938	CITY TAX	\$20.61
7/23/2023	3918938	CITY VENUE TAX	\$4.58
7/23/2023	3918938	TEXAS RECOVERY FEE	\$1.49
7/24/2023	3919941	GUEST ROOM	\$229.00
7/24/2023	3919941	STATE TAX	\$13.83
7/24/2023	3919941	CITY TAX	\$20.61
7/24/2023	3919941	CITY VENUE TAX	\$4.58
7/24/2023	3919941	TEXAS RECOVERY FEE	\$1.49
7/25/2023	3920292	VS *3298	(\$1,078.04)
BALANCE			\$0.00

Hilton Honors(R) stays are posted within 72 hours of checkout. To check your earnings or book your next stay at more than 6,500+ hotels and resorts in 119 countries, please visit Honors.com

THANK YOU FOR STAYING WITH US!

CREDIT CARD DETAIL

APPR CODE	09469G	MERCHANT ID	387013717880
CARD NUMBER	VS *3298	EXP DATE	02/26
TRANSACTION ID	3920292	TRANS TYPE	Sale

Prepared By:

TERESA QUAVE

7441 HWY 11

CARRIERE, MS 39426

(601) 798-7744 1028

Return To:

TERESA QUAVE

7441 HWY 11

CARRIERE, MS 39426

(601) 798-7744 1028

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

RESIDENTIAL LEASE

16th SECTION PUBLIC SCHOOL TRUST LAND

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS RESIDENTIAL LEASE AGREEMENT, (hereinafter "Lease Agreement"), is made and entered into this the 17th day of July, 2023 by and between the LESSOR,

PEARL RIVER COUNTY SCHOOL DISTRICT

130 Alphabet Avenue

CARRIERE, MS 39426

(601) 798-7744 1028

and LESSEE,

CHRISTINE AKERS ANTONIA LIKENS

2980 B HWY. 43 S

PICAYUNE, MS 39466

(765) 283-4144

INDEXING INSTRUCTIONS:

WITNESSETH:

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That, for the term and in consideration of the annual rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by LESSEE, LESSOR does hereby lease, let and rent unto LESSEE the following classified "Residential lands", situated in PEARL RIVER County, Mississippi (hereinafter called the "Leased Premises") and described as:

Section 16 Township 6S Range 16W

SEE SURVEY AND DESCRIPTION ATTACHED AS EXHIBIT "A" TO THIS LEASE

1. Term. The term of this Lease Agreement shall be for Twenty-Five (25) years, beginning on the 17th day of July, 2023, and terminating on the 16th day of July, 2048 (called the "primary term"). For purposes of this Lease Agreement the Anniversary Date shall be July 17th of each year.

It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to LESSEE to renew this Lease Agreement for an additional "secondary term" of Twenty-Five (25) years from July 17, 2048, under the same terms, conditions, and stipulations set forth herein, except the annual rental shall be based upon the fair market value of the land, excluding the value of buildings and improvements not then owned by LESSOR, as determined by a qualified appraiser selected by LESSOR hereto who performs his appraisal not more than twelve months and not less than three months prior to the expiration of the initial primary term. LESSEE shall exercise said option to renew for the secondary term of Twenty-Five (25) years by notifying LESSOR in writing no less than twelve (12) months in advance of the expiration of the primary term and by tendering the determined annual rental to LESSOR at its above-stated address prior to the expiration of the primary term as may be required by statute. The cost of the new appraisal shall be borne by LESSEE. A new lease shall be executed to effectuate the secondary term.

2. Rental Amount. LESSEE agrees and covenants to pay or cause to be paid to LESSOR annually, on or before the Anniversary Date of this Lease Agreement each year during the term hereof, rentals in the amount of Five Hundred and Seventy-One dollars and Twenty cents (\$ 571.20). The first annual payment has been made with the execution hereof, and a like amount, subject to adjustment, shall be due and payable on each anniversary date. Subsequent payment of annual rent shall be due on or before the Anniversary Date of this Lease Agreement. The obligation of LESSEE to pay rent under this Lease Agreement is unconditional, and the rent shall not be subject to set off for any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Agreement is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid. Rents shall be adjusted periodically pursuant to the rent adjustment clause contained in Paragraph 3 of this lease. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent per annum

above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which the LESSOR is located, calculated according to the actuarial method.

3. Rent Adjustment. The eighth and every subsequent eight year Anniversary Date of the commencement of this Lease Agreement shall be the effective dates of rental adjustments, and on such dates the amount of annual rental due and payable hereunder shall be adjusted in the manner hereafter described to reflect the current fair market rental value of the Leased Premises.

- a. LESSOR shall use its best efforts to cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount within six months before any adjustment date. In the event LESSOR shall fail to instigate reappraisal within the six months preceding any rent adjustment date, LESSOR shall not be deemed to have waived this provision requiring rent adjustment, and in such event (at any time after a rent adjustment date), LESSOR may proceed to have the Leased Premises reappraised and an adjusted rent determined for any such readjustment period. The adjusted rent shall be effective on the required adjustment date and LESSEE shall pay any deficiency to LESSOR within fifteen (15) days of the determination of the adjusted rent. The reappraisal shall be made pursuant to the Mississippi Code of 1972, § 29-3-69, or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. The reappraisal shall establish the fair market value of the property unencumbered by this lease and shall reflect the market rate of return at the time but shall be no less than the minimum acceptable percentage provided by the statute in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date or for the balance of the lease as the case may be. The appraisal process described in this subparagraph (a) may be referred to hereafter as the Statutory Procedure. The cost of the reappraisal shall be borne by LESSEE, using an appraiser selected by LESSOR.
- b. Should the Statutory Procedure result in an increase in rent over the amount previously due, LESSEE, by notice in writing given to LESSOR within 15 days after receiving notice of the increase, shall have the right to elect an alternate method of determining the current fair market rental value of the Leased Premises (the "Alternate Procedure") as follows:
 1. LESSEE may provide an appraisal by a Mississippi licensed appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on the (i) the fair market value of the land unencumbered by this lease and (ii) a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of LESSEE'S appraiser shall be delivered to LESSOR within 45 days after the date on which LESSOR gave notice of an increase in rent under the Statutory Procedure. UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.
 2. The two appraisers shall make a good faith effort to reconcile their differences. If they have been unable to do so within 10 days after delivery of the report of

LESSEE'S appraiser, the two appraisers within such 10 day period shall each submit the names of three appraisers having the qualifications hereafter described who practice in Mississippi to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria.

3. The review appraiser shall review and analyze the two appraisal reports, and if needed, inspect the land, consult with the two appraisers, review their assumptions and source information and request corrections, revisions, and additions to the appraisal reports. The review appraiser may also consider relevant information from his own files, conduct such independent investigation as he deems appropriate and may consider comparable transactions which occurred after the rental adjustment date.
4. The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by LESSOR and LESSEE as the current fair market rental value of the Leased Premises.
- c. If LESSEE requests the Alternate Procedure, LESSEE shall pay all fees and expenses of LESSEE'S appraiser, the review appraiser and any additional charges of LESSOR'S appraiser. The review appraiser, however, shall perform his duties in an independent and impartial manner irrespective of the source of payment of his fees and expenses.
- d. The annual rentals on any adjustment date shall not be reduced below the amount established upon the initial date of this lease except upon determination by the Statutory Procedure.
- e. The amount of rent determined in the above manner shall be remitted on or before the rental adjustment date or, if the rental adjustment procedures are concluded after such date, then promptly upon conclusion of such procedures effective as of the rental adjustment date.
- f. The rent adjustment procedures will not delay the due date of rent at the existing annual rate and will not affect LESSOR'S right to declare a default if such rent is not timely paid.
- g. LESSEE'S appraiser and the review appraiser must be members of the same organization of appraisers as LESSOR'S appraiser, or an organization having higher requirements for admission, and must have the same or higher designation (such as, for example, Member, Appraisal Institute). If LESSOR'S appraiser belongs to more than one organization, the other appraisers must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and LESSEE'S appraiser must hold the same or a higher designation as held by LESSOR'S appraiser.

4. Taxes. LESSEE covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the Leased Premises and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments, including drainage taxes, shall be made directly to the governmental authority responsible for

collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

5. Assignment. This lease SHALL NOT BE ASSIGNED OR SUBLEASED. Assignment or sublease of this Lease Agreement or any rights hereunder shall automatically terminate this lease without any further notice or action by LESSOR. In the event LESSEE owns improvements on Leased Premises, any purchaser of said improvements or any person or entity holding a contract to purchase said improvements shall have the right of first refusal to negotiate a new lease agreement with LESSOR.

6. Improvements. LESSEE agrees, at LESSEE'S own cost and expense, to keep all improvements in a good state of repair at all times and maintain the premises in good order and in a clean, sanitary and safe condition. While this Lease continues in force and effect, LESSEE shall have the unrestricted right to remove, change, alter, modify, add to or subtract from any of LESSEE'S improvements on the land as LESSEE may in his sole discretion elect so to do, and LESSOR, while this Lease or any extensions thereof continues in force and effect, shall have no ownership interest in any of LESSEE'S improvements. If any improvements are removed, LESSEE shall be obligated to remove all foundations and paved areas, fill any excavations with a soil material suitable as a foundation support for further construction and generally restore the premises to a condition suitable for construction, use and occupancy by others. LESSEE shall have the right to construct new or replacement buildings or structures on the Leased Premises. In the event construction is contemplated, LESSEE shall submit a description of the general nature of the proposed improvement and its intended use to LESSOR for approval, which approval shall not be unreasonably withheld.

7. Default. The parties herein expressly agree that if default shall be made in the payment of any tax assessment or other charge made pursuant to this Lease Agreement, then and in any such event of default, it shall be lawful for LESSOR, its legal representatives or assigns, to enter upon the Leased Premises, or any part thereof, either with or without process of law, to re-enter and repossess the same, and to distrain for any rent or assessment that may be due thereon, at the election of LESSOR, but nothing herein is to be construed to mean that LESSOR is not permitted to hold LESSEE liable for any unpaid liens or assessment to that time. As to all other conditions, covenants and obligations imposed on LESSEE herein, enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said conditions, covenants and obligations, to restrain violation and to recover damages, if any, including reasonable expenses of litigation and a reasonable attorney's fee, which LESSEE expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after sixty (60) days written notice to LESSEE. Invalidity of any provision(s) of this Lease by judgment or court order shall in no way affect any of the remaining provisions which shall remain in full force and effect.

8. Forfeiture. In the event of any forfeiture, default or cancellation of this Lease Agreement or termination under the terms hereof as aforesaid, LESSEE shall quit, deliver up and surrender possession of the Leased Premises, and all structures and improvements thereon to LESSOR, and thereupon this Lease Agreement and all agreements and covenants on LESSOR'S behalf to be performed and kept, shall cease, terminate and be utterly void, the same as if this Lease had not been made; and in addition thereto, LESSOR shall be entitled to whatever remedies it may have at law for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of LESSEE'S non fulfillment or nonperformance of the terms and conditions of this Lease. LESSEE shall pay to LESSOR all costs of collection of rent or enforcement of this Lease Agreement, including expenses of litigation and attorneys fees, regardless of whether suit is filed. Immediately upon the termination of this Lease in any manner, whether by litigation or forfeiture, LESSOR shall be entitled to take possession of the Leased Premises and all the improvements thereon absolutely, any custom, usage, or law to the contrary notwithstanding. Mobile homes, factory manufactured, complete with wheels, where permitted to be placed, may, however, be removed at the termination of the Lease Agreement, when termination is by the expiration of the full term, but not in the event of default.

9. Waste. LESSEE shall be responsible for any waste or damages that may be caused to LESSOR's property by the activities of LESSEE under this Lease Agreement, and shall exercise due diligence in the protection of all improvements, timber and other property of LESSOR, which may be located on the Leased Premises or in the vicinity thereof, against fire or damage from any and all other causes. LESSEE shall further comply with all applicable laws, rules, and regulations concerning LESSEE'S use of the property and/or obligations under this Lease Agreement. This obligation shall include, but not be limited to, compliance with federal, state and local environmental, endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. In the event of contamination of soils, air or water arising out of any LESSEE use, LESSEE shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this lease.

10. Indemnity. LESSEE shall protect, indemnify, defend, save, and hold harmless LESSOR, the State of Mississippi, and the Secretary of State, their officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorneys fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omission of LESSEE in connection with its presence on or any use of Leased Premises by it, its officers, agents, subcontractors, employees, or invitees; provided, however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agents.

11. Right to Cure. Notwithstanding any DEFAULT of this Lease Agreement, any present or future holder of a mortgage or deed of trust representing money loaned on facilities located

on the Leased Premises shall have the right of a sixty (60) day notice of default within which to cure any default which may be cured by the payment of money. In addition, for any other default for which a forfeiture of said Lease may be invoked, such holder shall have reasonable time, which shall not be less than sixty (60) days, either to require the correction of such default, or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire title to such properties and correct such default.

12. Enjoyment. LESSEE shall have quiet and peaceable possession as long as compliance is made by LESSEE with the terms of this Lease Agreement. LESSEE, his heirs successors or assigns, shall occupy the premises as a single family residence; but this condition shall not prejudice rights of a holder of mortgage or deed of trust set forth elsewhere in this residential lease agreement. LESSEE certifies that there are no other dwellings on the Leased Premises other than LESSEE'S dwelling.

13. Reservation. LESSOR reserves title to all timber, the right to harvest said timber at LESSOR's discretion and to reseed or replant after harvest, together with title to all minerals and oil and gas, together with the right of ingress and egress to remove same, as provided by law. LESSOR reserves the right to grant or sell rights-of-way across the Leased Premises for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed or operated in a manner so as not to unreasonably interfere with LESSEE'S use of the property.

14. Mortgage. Any recorded mortgages or deed of trust may provide that any default by the LESSEE/Mortgagor concerning this Lease shall likewise be a default of such mortgage or deed of trust, but failure to indicate such provisions in any mortgage or deed of trust shall not affect the validity or propriety thereof nor diminish the protection extended to the holder of such mortgage or deed of trust or the indebtedness secured thereby. Notwithstanding any provision of this Lease to the contrary, in the event of a default and foreclosure of a mortgage or deed of trust representing money loaned on the hereinbefore described property or the receipt of a transfer in lieu thereof, the purchaser at such foreclosure or the recipient of a transfer in lieu thereof will receive all the rights and privileges of a LESSEE and likewise assume all responsibilities of a LESSEE as if such purchaser or transferee had initially been a LESSEE under this Lease Agreement.

15. Condemnation. In the event of condemnation or other taking for public use under powers of eminent domain of all or part of LESSEE'S interest in the Leased Premises, payments for such condemnation or taking of LESSEE'S leasehold interest shall be payable to LESSEE, or, if the LESSEE'S promises are encumbered by a mortgage or Deed of Trust, payment for the leasehold estate shall be made in accordance with the terms and provisions of such mortgage or Deed of Trust. Leasehold mortgagee (or trustee for restoration in the case of partial awards) shall be entitled to receive payment of a condemnation award to which LESSEE is entitled. The payment must not be less than the total award less the value of the land considered as unimproved.

16. Notices. All notices specified by this Lease Agreement shall be in writing and sent by registered or certified mail, postage prepaid to the following addresses or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either

party may change the persons or addresses to whom notice may be given.

16th Section Manager

TERESA QUAVE

7441 HWY 11

CARRIERE, MS 39426

(601) 798-7744 1028

To LESSEE:

CHRISTINE AKERS ANTONIA LIKENS

2980 B HWY. 43 S

PICAYUNE, MS 39466

(765) 283-4144

17. Filing. Lessee will deliver a check in the requisite amount to the Lessor that is payable to the Chancery Clerk to cover recording fees. The Lessor will deliver this Lease Agreement to the Chancery Clerk of the necessary County for recording.

18. Immunity. No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.

19. Interpretation. The parties to this Lease Agreement acknowledge that they have freely entered into this Lease Agreement and any ambiguities shall not be construed against a single party.

20. Governing Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of PEARL RIVER, Mississippi.

21. Secretary of State. By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the LESSOR has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

22. Supervisory Trustee. The Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Agreement in the event LESSOR

fails to do in a timely manner. In the event the Secretary institutes legal action to enforce the terms of this Lease Agreement, he shall have all rights as are conferred to LESSOR.

23. Additional Provisions. This Lease Agreement contains an Exhibit "B". Any additional or special provisions to this Lease Agreement are set forth in Exhibit "B" and incorporated by reference as if copied fully herein. If there are no additional or special provisions then Exhibit "B" shall state "NONE".

24. Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this agreement. This Lease Agreement contains Exhibits "A" and "B". If Exhibits "A" and "B" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the _____ day of _____, 2____.

Signed, Sealed and Delivered in the Presence of:

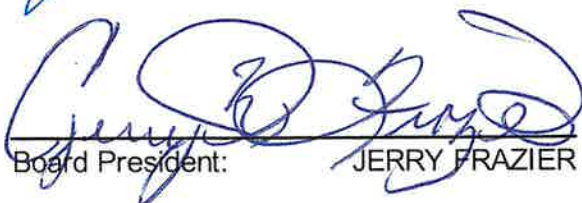
LESSOR:

PEARL RIVER COUNTY SCHOOL
DISTRICT

School District



Superintendent: JOHN SHOWS



Board President: JERRY FRAZIER

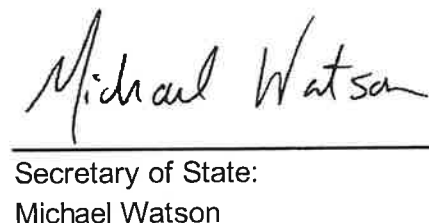
LESSEE:

Printed Name: _____

APPROVED:


County Board of Supervisors


President: _____


Secretary of State:
Michael Watson

ACKNOWLEDGMENTS

School District

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in and for said county and state, on this day of , 2 , within my jurisdiction, the within named JOHN SHOWS, Superintendent of Schools and JERRY FRAZIER, school board President of the PEARL RIVER COUNTY School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of the PEARL RIVER COUNTY School District, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.

Sherril Quarterman
Sherril Quarterman
 Printed Name: _____
 (Notary Public)

My Commission Expires: _____



(Affix official seal, if applicable)

Board of Supervisors

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

Personally appeared before me the undersigned authority in and for the said county and state, on this the 7 day of August, 2023, within my jurisdiction, the within named SANDY KANE SALTZMAN, who acknowledged to me that he / she is the President of the Board of Supervisors of PEARL RIVER County, Mississippi, and that in said representative capacity he / she executed the above and foregoing instrument for and on behalf of said Board of Supervisors, after first having been duly authorized so to do.

Melinda S. Broun by Katelyn Davis
Melinda S. Broun by Katelyn Davis
 Printed Name: _____
 (Notary Public)

My Commission Expires: 1/10/2024

(Affix official seal, if applicable)

ACKNOWLEDGMENTS

Lessee - Personal

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, 2____, within my jurisdiction, the within named _____, who acknowledged that he / she executed the above and foregoing instrument.

Printed Name:

(Notary Public)

My Commission Expires: _____

(Affix official seal, if applicable)

Lessee - Corporate

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

Personally appeared before me the undersigned authority in and for said county and state, on this the ____ day of _____, 2____, within my jurisdiction, the within named _____, who acknowledged to me that he / she is the _____ of _____, and that in said representative capacity he / she executed the above and foregoing instrument, after first having been duly authorized so to do.

Printed Name:

(Notary Public)

My Commission Expires: _____

(Affix official seal, if applicable)

EXHIBIT "A": DESCRIPTION OF PROPERTY

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A parcel of land being a part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16, Township 6 South, Range 16 West, Pearl River County, Mississippi, and being more particularly described as follows: Commence at a found iron pipe marking the SE corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 16; thence West 28.83 feet; thence N $00^{\circ} 18' 27''$ W 395.32 feet to a found $\frac{1}{2}$ " iron pipe; thence S $87^{\circ} 55' 28''$ W 227.29 feet to a found $\frac{1}{2}$ " iron pipe for the Point of Beginning; thence S $87^{\circ} 55' 28''$ W 227.29 feet to a found $\frac{1}{2}$ " iron pipe; thence N $2^{\circ} 32' 15''$ W 209.49 feet to a found $\frac{1}{2}$ " iron pipe; thence N $88^{\circ} 52' 21''$ E 176.36 feet to a set $\frac{1}{2}$ " rebar; thence N $88^{\circ} 52' 21''$ E 53.15 feet to a set $\frac{1}{2}$ " rebar; thence S $1^{\circ} 56' 06''$ E 205.69 feet back to the Point of Beginning, the Area being 1.088 Acres more or less. Bearings shown are referenced to a true meridian as determined by G.P.S. observation (RTK) Solution. Note: This survey does not constitute a title search. There may be other documents of record that may affect the property. 30' Easement Description A 30' Right-of-Way the centerline being more particularly described as follows: Commence at a found iron pipe marking the SE corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16, Township 6 South, Range 16 West, Pearl River County, Mississippi; thence West 28.83 feet; thence N $00^{\circ} 18' 27''$ W 395.32 feet to a found $\frac{1}{2}$ " iron pipe; thence S $87^{\circ} 55' 28''$ W 227.29 feet to a found $\frac{1}{2}$ " iron pipe; thence N $1^{\circ} 56' 06''$ W 205.69 feet to a set $\frac{1}{2}$ " rebar; thence S $88^{\circ} 52' 21''$ W 53.15 feet to a set $\frac{1}{2}$ " rebar back for the Point of Beginning; thence N $3^{\circ} 04' 42''$ W 212.79 feet to a set $\frac{1}{2}$ " rebar, more or less, on the South Right - of- Way of Mississippi State Highway #43 to the Point of Terminus.

EXHIBIT "B": ADDITIONAL PROVISIONS

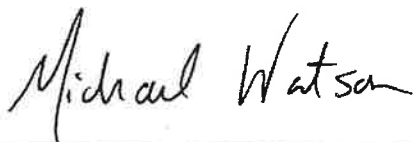
NONE

SIGNATURE ADDENDUM

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this RESIDENTIAL Lease Agreement between

PEARL RIVER COUNTY SCHOOL DISTRICT

as LESSOR and CHRISTINE AKERS ANTONIA LIKENS as LESSEE with a rent amount of \$ 571.20 dated 17th day of July, 2023 in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the PEARL RIVER COUNTY School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.



Secretary of State:
Michael Watson



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Post Office Box 1071
Hattiesburg, MS 39401
(601) 544-8100
(601) 587-5207
www.trustmark.com

July 26th, 2023

Pearl River County, Mississippi
200 South Main Street
Poplarville, MS 39470

Thank you for the opportunity to provide a lease purchase financing quote. For the requested financing of one (1) New 2024 Ford Explorer Interceptor Utility Vehicle Trustmark is pleased to offer the following tax-exempt, bank qualified interest rate for the note:

<u>Cost</u>	<u>Term</u>	<u>Balloon</u>	<u>Interest Rate</u>
\$42,935	48 Monthly Payments	\$0	5.33%

- 48 Months estimated payment \$995.19

The offer is subject to the following general terms and conditions.

1. **AUTHORITY:** The Lease and other documentation will be authorized and entered into in accordance with State law. An opinion of counsel regarding the legality of the transaction will be required subject to Trustmark's satisfaction. Further, this transaction must be designated by a resolution or order of the Board as a "qualified tax-exempt obligation" pursuant to Section 265 of the Internal Revenue Code.

2. **DOCUMENTATION:** Trustmark will provide the Lease-Purchase Agreement needed to undertake this transaction at no cost to Pearl River County. Pearl River County agrees to provide to Trustmark other customary documentation for this type transaction including, but not limited to, an opinion of counsel to the effect that the interest payments are exempt from all federal and state taxation. Pearl River County agrees to enter into such documentation, pending the Board attorney's approval. Pearl River County will also complete an IRS Form 8038-G/GC in a timely manner and provide a copy to Trustmark.

3. **EXPIRATION of RATE and NOTICE of FUNDING:** The aforementioned quote will expire at midnight, August 9th, 2023, unless funded prior to then by Pearl River County or extended by mutual agreement between Trustmark and Pearl River County.

We hope the above information is to your satisfaction. If you have any questions, please call me at 662 231-5624 or email jdavis@trustmark.com.

Sincerely,

Chris Davis
Vice President

People you trust.
Advice that works.



CADENCE EQUIPMENT FINANCE

7/26/2023

Sent via: lfowler@pearlrivercounty.net

Pearl River County, MS

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

1. Lessor: Cadence Equipment Finance, a
division of Cadence Bank
2. Lessee: Pearl River County, MS
3. Equipment Description: One (1) New 2023 Ford Explorer Police
Interceptor Utility
4. Equipment Cost: \$42,935.00
5. Lease Term: 4 Years
6. Lease Payments: (These are approximate payment amounts. The
actual payment will be determined at funding
date.)

48 monthly payments @ \$1,004.00 arrear
7. Lease Rate: 5.78%
8. Funding Date: This proposal is contingent upon the equipment
being delivered and the lease funded prior
***increase in current prime rate above 8.50%.**
**Any extension of the funding or delivery date
must be in writing.**
9. Purchase Option: Title is passed to Lessee at lease expiration for
no further consideration.
10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable
efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be
terminated without penalty in the event of non-appropriation. In such event, the Lessee

agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**
12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness
15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

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

Acceptance of this proposal expires as the close of business on 8/27/2023. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Jonathan King at 228-223-4642 or jonathan.king@cadencebank.com.

Jonathan King

Jonathan King
Municipal Territory Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: _____
Title

Date: _____



P O Box 291
Jackson MS 39205-0291

Chris Davis
Vice President



Section 1.1 **Definitions.** Unless the context otherwise requires, the terms defined in this Section shall have the meanings herein specified.

Additional Rental: the amounts specified as such in Sections 5.4(c), 5.5, and 7.4 of this Lease.

Base Rental: The payment the amounts due from Lessee to Lessor on each Payment Date during the Lease Term as set forth in **Exhibit B**, but does not include Additional Rental.

Code: The Internal Revenue Code of 1986, as amended.

Contractor: The manufacturer(s) or vendor(s) from whom Lessee has ordered or will order or with whom Lessee has contracted or will contract for the manufacture, delivery, sale and/or installation of the Equipment.

Equipment: The property described in Exhibit A, but in no event shall this property consist, in whole or in part, of any office furniture or office machines.

Fiscal Year: The twelve month fiscal period of Lessee which commences on **September 30th** in every year and ends on the following **September 30th**.

Governing Body: The Board of **Supervisors** of the Lessee.

Governing Body Representative: means either the **President of the Board of Supervisors** of the Lessee or the **Chancery Clerk of Pearl River County**, being the duly authorized official to execute and deliver this Lease as approved by official action taken by the Governing Body on **July 26, 2023**.

Interest Component: The portion of any Rental Payment designed as interest as shown in Exhibit B.

Lease Term: Unless sooner terminated pursuant to the provisions of this Lease, the period of time commencing upon the Effective Date and ending on **August 8, 2027**, but in no event extending past **August 8, 2027**, which Lessor and Lessee agree represents the useful economic life of the Equipment; in no event shall the primary Lease Term exceed twenty (20) year.

Net Proceeds: Any insurance proceeds or condemnation award paid with respect to the Equipment remaining after payment therefrom of all expenses incurred in the collection thereof

Non-appropriation: The failure of the Governing Body to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee.



Body or for any other purpose whatsoever. The Lessee has not pledged or levied any form of taxation for the payment of Rental Payments under this Lease.

(c) Lessor and Lessee agree that the intent of this Lease is that the obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee for the benefit of Lessee of any taxes or other moneys in the annual budget of Lessee (or the proceeds or net proceeds of the Equipment) to the payment of any Rental Payment or other amount due hereunder.

Section 4.3. Termination Due to Non-Appropriation. In the sole event of Non-appropriation prior to an Event of Default, Lessee shall have the right to terminate this Lease, in whole, but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Sections 4.4 and 4.6. Lessee may effect such termination by giving Lessor written notice of termination and by paying to Lessor all Rental Payments which are due through the date of such termination. Lessee shall endeavor to give Lessor not less than sixty (60) days prior written notice of termination and shall notify Lessor as soon as reasonably possible of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall execute any documents reasonably requested by Lessor to release its interest in the Equipment.

Section 4.4. Effect of Termination. Upon termination of this Lease as provided in Section 4.3, Lessee shall not be responsible for the payment of any Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and released and conveyed its interest in the Equipment to Lessor within ten (10) days after the termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to (a) the amount of the Rental Payments coming due for the period during which Lessee fails to take such actions PLUS (b) any other loss suffered by Lessor as a result of Lessee's failure to take such actions.

Section 4.5. Nonsubstitution. If this Lease is terminated by Lessee in accordance with Section 4.3, Lessee agrees that for a period of one (1) year after termination, to the extent allowed by law, Lessee will not purchase or lease other property or contract with any third party to perform the same functions as, or functions taking the place of, those performed by the Equipment; provided, however, that this restriction shall not be applicable in the event the Equipment previously has been sold by Lessor and the amount received from such sale, less all





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so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in its reasonable determination, the interest of Lessor in the Equipment could be materially endangered by nonpayment of any such items, in which event Lessee shall promptly pay such taxes, assessments and charges or provide Lessor with full security against any loss which may result from non-payment, in form reasonably satisfactory to Lessor.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and such advances shall be considered Additional Rental, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of eleven percent (11%) per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Lease Term, and so long as Lessee is not in Default as provided in Article XII, legal title to the Equipment and any and all replacements, accessories, substitutions and modifications thereto shall be in Lessee. Upon termination of this Lease for any of the reasons specified in clauses (a) and (c) of Section 4.6., full and an encumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In such event, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and the termination of Lessee's interest in the Equipment. Upon termination of this Lease for either of the reasons specified in clauses (b) and (d) Section 4.6, Lessor's security or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's interest in the Equipment.

Section 8.2. Security Interest. Lessor shall have and retain and Lessee hereby grants to Lessor, a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all, replacements, accessories, substitutions and modifications thereto in order to secure the Rental Payments and the other obligations of Lessee hereunder. Lessee will join with Lessor in executing such security agreements and financing statements or other documents and will perform such acts as Lessor may request to perfect such security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment and maintain such markings during the Lease Term, so as clearly to disclose Lessor's interest in the Equipment.

Section 8.3. Liens. During the Lease Term, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein



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has entered into this Lease without representations or warranties with respect thereto on the part of the Lessor, its agents, representatives or employees other than those expressed herein.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the exclusive right and option to purchase Lessor's interest in the Equipment on any Payment Date for the then applicable Purchase Option Price, but only if Lessee is not in Default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due and the applicable Purchase Option Price. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the Purchase Option by Lessee, Lessor shall convey release to Lessee all of its right, title and interest in and to the Equipment by delivery to Lessee of such documents as Lessee reasonably deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. All of Lessor's right, title and/or interest in and to the Equipment, this Lease, the Rental Payments and other amounts due hereunder may be assigned and reassigned, in whole or in part, to one or more assignees or subassignee at any time, without the prior consent of Lessee. Such assignment shall not be effective with respect to Lessee unless and until Lessor shall have filed a copy or written notice thereof with Lessee.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned, transferred, mortgaged, or otherwise pledged by Lessee, in whole or in part, without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, with the consent of Lessor and subject to compliance with each of the following conditions:

- (a) This Lease and the obligation of Lessee to make Rental Payments hereunder shall remain obligations of Lessee.



as set forth in Exhibit C (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments as and when due. If the Lease has not been terminated, Lessor shall return the Equipment to Lessee at Lessee's expense when the Event of Default is cured.

(c) If Lessor terminates this Lease and takes possession of the Equipment, Lessor shall use its best efforts promptly to sell the Equipment, as a unit or in parts, in a commercially reasonable manner at public or private sale in accordance with applicable laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (1) all costs incurred in securing possession of the Equipment; (2) all expenses incurred in completing the sale; (3) the balance of any Rental Payments owed by Lessee through the date of termination; and (4) the Purchase Option Price.

(d) If the proceeds of sale of the Equipment are not sufficient to pay all amounts specified in Section 12.2(c)(1)-(3), Lessee shall be liable for the deficiency, and Lessor may take any other remedy available at law or in equity to require Lessee to perform its obligations hereunder.

Notwithstanding any other provision of this Section 12.2, Lessor shall be entitled to damages with respect to the Lease in an amount equal to, but not in excess of, the economic equivalent intended to be provided by Lessee's payment of the Rental Payments and/or Purchase Option Price provided for herein, as and when due, plus any amount necessary to compensate Lessee for all costs, fees and expenses incurred as a result of Lessee's default.

Section 12.3. Return of Equipment. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments or the Purchase Option Price, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in section 7.2, in the following manner as may be specified by Lessor: (a) by delivering the Equipment, at Lessee's cost and expense, to such place within the State as Lessor shall specify; or (b) by shipping the same, freight prepaid, to a place within the United States specified by Lessor. If Lessee fails to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge Lessee with the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive.

(a) No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. Furthermore, the exercise of one remedy shall not impair the right of the Lessor or its assignee to any or all other remedies. If any statute or rule validly shall limit the remedies given to the Lessor or any assignee of the rights of the Lessor hereunder, the



Lessor or its assignee nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

(b) No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power nor shall it be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof, and the non-defaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of any obligation or agreement of the defaulting party hereunder, the defaulting party agrees that it will, on demand, pay to the nondefaulting party the reasonable fees of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party.

Section 12.6. Waiver. The waiver by the Lessor of any breach by the Lessee, and the waiver by the Lessee of any breach by the Lessor of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be given in writing and shall be sufficiently given and served when delivered or deposited in the United States mail, postage prepaid, to the addresses specified on the first page hereof or when given by hand to the offices named on this first page of this Lease, provided that Lessor and Lessee, by notice given hereunder, may designate in writing different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. **Financial Information.** During the Lease Term, within 180 days of Lessee's fiscal year end, Lessee will provide Lessor with current financial statements and such other financial information as may be requested by Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4. **Book Entry.** The Lessor's interest in this Lease and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Code, as the same may be amended from time to time. During the Lease Term, Lessee shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Code. Upon assignment of Lessor's interest



herein. Lessor will cause written notice of such assignment to be sent to Lessee and, upon receipt of such notice of assignment, Lessee shall: (i) acknowledge the same in writing to Lessor, and (ii) record the assignment in Lessee's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by Lessor or by Lessee to evidence the assignment. No such assignment shall become effective without recordation of the assignment in said "book entry system."

Section 13.5. Severability.

(a) In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(b) If for any reason this Lease is held by a court of competent jurisdiction void, voidable, or unenforceable by the Lessor or by the Lessee, or if for any reason it is held by such a court that any of the covenants and agreements of the Lessee hereunder, including the covenant to pay Rental Payments hereunder, is unenforceable for the full Lease Term, then and in such event for and in consideration of the right of the Lessee to possess, use and enjoy the Equipment, which right in such event is hereby granted, this Lease shall thereupon become and shall be deemed to be a lease from year to year under which the annual Rental Payment will be paid by the Lessee.

Section 13.6. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.7. **Captions.** The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision. Article, Section or Clause of this Lease.

Section 13.8. Further Assurances and Corrective Instruments. Lessor and Lessee agree that each will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment, for indicating the Effective Date and for carrying out the expressed intention of this Lease.

Section 13.9. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.10. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.



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LESSOR

By Chris Davis
Its Vice President

Pearl River County, Lessee

By 
Sandy Kane Smith
Its President

A	Equipment (See definitions and Section 9.1)
B	Schedule of Rental Payments (Section 5.2)
C	Schedule of Purchase Option Price (See definition of Purchase Option Price and Section X)
D	Certificate of Acceptance (Section 2.1(g))
E	Opinion of Counsel (Section 2.1(h))
F	Federal Tax Certificate (Section 2.1(i))
G	Insurance Requirements (Section 6.1)







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EXHIBIT F

LEASE AND OPTION TO PURCHASE DATED AS OF AUGUST 8, 2023
FEDERAL TAX CERTIFICATE

Pursuant to the U.S. Internal Revenue Code of 1986, as amended, ("Code") and regulations thereunder, I, the undersigned of the **Pearl River County** (the "Lessee"), execute and deliver this certificate for the benefit of all persons interested in the exemption from federal income taxation of the interest to be paid on the Lease-Purchase Agreement (the "Lease") for the purchase of the equipment detailed in Exhibit A, attached hereto, between the Lessee and Trustmark National Bank, as lessor ("Lessor") dated and the tax treatment thereof under the Code.

This certificate may be relied upon as the certificate of the Lessee and is executed for the purpose of establishing the facts and reasonable expectations of the Lessee regarding the Lease. It is based upon facts, circumstances, estimates and expectations of the Lessee on the later to occur of the date on which the Certificate of Acceptance was executed and delivered or funds were disbursed by the Lessor in payment for the Equipment described therein (the "Closing Date"), and, to the best of my knowledge and belief, the expectations of the Lessee set forth herein are reasonable. I certify as follows:

1. I am the duly chosen, qualified and acting **President** of the Lessee and as such I am charged with the responsibility for executing the Lease. I am familiar with the facts herein certified, and I am duly authorized to execute and deliver this certificate on behalf of the Lessee.
2. The Lessee has not been notified by the Internal Revenue Service of any listing or proposed listing of its disqualification as an issuer whose certification of its reasonable expectations as to future events on the date of issue of the Lease may not be relied upon by holders of obligations of the Lessee because it made a previous certification which contained a material misrepresentation.
3. The Lease is being issued for the purpose of acquiring the Equipment described in the Lease for use by the Lessee, a governmental use within the meaning of the Code, and is therefore not a private activity bond as such term is defined in the Code. The use of the Equipment by any person other than a governmental unit (including any activity carried on by a person other than a natural person) shall not exceed ten percent (10%) of the total use thereof.
4. The total cost of the Equipment (including the expenses of issuing the Lease) to be financed pursuant to the Lease is **\$42,935.00**. The balance, if any, of the Equipment costs will be provided by the Lessee from its own funds. The amount which the Lessee expects to receive pursuant to the Lease does not exceed the amount required for the aforementioned purpose.
5. The Lessor will acquire the Equipment from a vendor and will thereupon lease the Equipment to the Lessee pursuant to the Lease. The acquisition of the Equipment will not require any construction.



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gain a material financial advantage, and (b) increasing the burden on the market for exempt obligations, including, without limitation, the delivery of obligations in the nature of the Obligations that would not otherwise be sold, the incurring of more obligations in the nature of the Obligations than would otherwise be necessary, or the incurring of such obligations sooner, or allowing them to remain outstanding longer, than would otherwise be necessary.

12. (a) The Obligation(s) are not private activity bonds within the meaning of Section 141 of the Code.

(b) No more than 10% of the proceeds of the Obligation(s) will be used, directly or indirectly, in a trade or business (within the meaning of Section 141 of the Code and including any activity carried on by any person other than a natural person) carried on by any person other than a governmental unit (within the meaning of Section 141 of the Code and specifically excluding the United States of America or any agency or instrumentality thereof).

(c) No more than 10% of any property with respect to which all or any part of the proceeds of the Obligation(s) will be used, directly or indirectly, in a trade or business (within the meaning of Section 141 of the Code and including any activity carried on by any person other than a natural person), other than a governmental unit (within the meaning of Section 141 of the Code and specifically excluding the United States of America or any agency or instrumentality thereof).

(d) None of the proceeds of the Obligation(s) will be used for any private business use (within the meaning of Section 141 of the Code) which is not related to a governmental use (within the meaning of Section 141 of the Code) of such proceeds.

(c) The amount of proceeds of the Obligation(s) used with respect to any private business use which is related to a governmental use of such proceeds will not exceed the amount of proceeds of the Obligation(s) which are to be used for the governmental use to which such private business use relates.

(f) None of the proceeds of the Obligation(s) will be used to make or finance loans for persons other than governmental units.

(g) In no event will the payment of the principal of or the interest on more than 10% of the proceeds of the Obligation(s) be (under the terms of the Lease or any underlying arrangement) directly or indirectly secured (within the meaning of Section 141 of the Code) by any interest in property used or to be used in a private business use or payments in respect to such property or to be derived from payments (whether or not to the Lessee) in respect of property or borrowed money used or to be used for a private business use. No party (other than a governmental unit) which shall use all or any part of the property acquired pursuant to the Lease shall make any payments to the Lessee which are in any way related to any property acquired pursuant to the Lease or in any other way related thereto, if the aggregate of all such payments from all such private parties shall in any year equal or exceed 10% of the principal or interest portion of the Rental Payments under the Lease payable during such year, unless the Lessee shall



13. The Lessee covenants and certifies that there are no other obligations heretofore issued or to be issued by or on behalf of any state, territory or possession of the United States, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Lessee, which (1) were or are to be sold at substantially the same time as the Obligation(s), (2) was or is to be sold at substantially the same interest rate as the Interest Component of the Rental Payments, (3) was or is to be sold pursuant to a common plan of marketing as the marketing plan for the Obligation(s), and (4) is payable directly or indirectly by the Lessee or from the source from which the Obligation(s) is payable. The Lessee covenants and certifies that there are no additional facts or circumstances which may further evidence that the Obligation(s) is part of any other issue of obligations.

15. The Lessee covenants and certifies that, notwithstanding any provision of this Certificate or the rights of the Lessee hereunder, the Lessee will not take or permit to be taken on its behalf any action which would impair the exemption of interest on the Obligation(s) from federal income taxation, and it will take such reasonable action as may be necessary to continue such exemption, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exemption.



Dated as of the 8th day of August, 2023

Sandy Kane Smith
President

(SEAL)

Melinda's Bremen
by Katelyn Davis DC





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Dated: 8/8/2023
Delivered: 8/8/2023

Debt Service Schedule
Pearl River County

SIA 30/360 MO 7/6

Bond Rule

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Period	Coupon Date	Int Calc Day Cnts	Principal Payment	Effective Coupon Rate	Interest Payment	Credit Enhancements	Periodic Debt Service	Outstanding Balance
1	9/8/2023		804.50	5.33000	190.70		995.20	42,130.50
2	10/8/2023		808.07	5.33000	187.13		995.20	41,322.43
3	11/8/2023		811.66	5.33000	183.54		995.20	40,510.77
4	12/8/2023		815.26	5.33000	179.94		995.20	39,695.51
5	1/8/2024		818.89	5.33000	176.31		995.20	38,876.62
6	2/8/2024		822.52	5.33000	172.68		995.20	38,054.10
7	3/8/2024		826.18	5.33000	169.02		995.20	37,227.92
8	4/8/2024		829.85	5.33000	165.35		995.20	36,398.07
9	5/8/2024		833.53	5.33000	161.67		995.20	35,564.54
10	6/8/2024		837.23	5.33000	157.97		995.20	34,727.31
11	7/8/2024		840.95	5.33000	154.25		995.20	33,886.36
12	8/8/2024		844.69	5.33000	150.51		995.20	33,041.67
13	9/8/2024		848.44	5.33000	146.76		995.20	32,193.23
14	10/8/2024		852.21	5.33000	142.99		995.20	31,341.02
15	11/8/2024		855.99	5.33000	139.21		995.20	30,485.03
16	12/8/2024		859.80	5.33000	135.40		995.20	29,625.23
17	1/8/2025		863.61	5.33000	131.59		995.20	28,761.62
18	2/8/2025		867.45	5.33000	127.75		995.20	27,894.17
19	3/8/2025		871.30	5.33000	123.90		995.20	27,022.87
20	4/8/2025		875.17	5.33000	120.03		995.20	26,147.70
21	5/8/2025		879.06	5.33000	116.14		995.20	25,268.64
22	6/8/2025		882.96	5.33000	112.24		995.20	24,385.68
23	7/8/2025		886.89	5.33000	108.31		995.20	23,498.79
24	8/8/2025		890.83	5.33000	104.37		995.20	22,607.96
25	9/8/2025		894.78	5.33000	100.42		995.20	21,713.18
26	10/8/2025		898.76	5.33000	96.44		995.20	20,814.42
27	11/8/2025		902.75	5.33000	92.45		995.20	19,911.67
28	12/8/2025		906.76	5.33000	88.44		995.20	19,004.91
29	1/8/2026		910.79	5.33000	84.41		995.20	18,094.12
30	2/8/2026		914.83	5.33000	80.37		995.20	17,179.29
31	3/8/2026		918.90	5.33000	76.30		995.20	16,260.39
32	4/8/2026		922.98	5.33000	72.22		995.20	15,337.41
33	5/8/2026		927.08	5.33000	68.12		995.20	14,410.33
34	6/8/2026		931.19	5.33000	64.01		995.20	13,479.14
35	7/8/2026		935.33	5.33000	59.87		995.20	12,543.81
36	8/8/2026		939.48	5.33000	55.72		995.20	11,604.33
37	9/8/2026		943.66	5.33000	51.54		995.20	10,660.67
38	10/8/2026		947.85	5.33000	47.35		995.20	9,712.82
39	11/8/2026		952.06	5.33000	43.14		995.20	8,760.76
40	12/8/2026		956.29	5.33000	38.91		995.20	7,804.47
41	1/8/2027		960.54	5.33000	34.66		995.20	6,843.93
42	2/8/2027		964.80	5.33000	30.40		995.20	5,879.13
43	3/8/2027		969.09	5.33000	26.11		995.20	4,910.04
44	4/8/2027		973.39	5.33000	21.81		995.20	3,936.65
45	5/8/2027		977.71	5.33000	17.49		995.20	2,958.94
46	6/8/2027		982.06	5.33000	13.14		995.20	1,976.88
47	7/8/2027		986.42	5.33000	8.78		995.20	990.46
48	8/8/2027		990.46	5.33000	4.40		994.86	0.00

Prepared by: Steven Singletary
Prepared on: 8/1/2023 13:5 1630 Rpt 01j

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PEARL RC-2023-A

Dated: 8/8/2023

Debt Service Schedule

SLA 30/360 MO 7/6

Delivered: 8/8/2023

Pearl River County

Bond Rule

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Period	Coupon Date	Int Calc Day Cnts	Principal Payment	Effective Coupon Rate	Interest Payment	Credit Enhancements	Periodic Debt Service	Outstanding Balance
48	Records =	48	\$42,935.00		\$4,834.26	\$0.00	\$47,769.26	

True Interest Cost (TIC)	5.3300000
Arbitrage Yield Limit (AYL)	0.0000000
Average Life	2.1124772

Face Value of Bond Issue	\$42,935.00
Accrued Interest (+)	\$0.00
Original Issue Premium/Discount (+)	\$0.00
Underwriter Discount (+)	\$0.00
Lump-sum credit enhancements (-)	\$0.00

Prepared by: Steven Singleterry

:Mm-FaseF:erateMainDb

Prepared on: 8/1/2023 13:5 1630 Rpt 01j

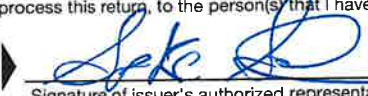
PI:ARI . RC:2023-A

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**
► Under Internal Revenue Code section 149(e)
Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
► Go to www.irs.gov/Form8038GC for instructions and the latest information.

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OMB No. 1545-0047

Part I Reporting Authority		Check box if Amended Return ☐	
1 Issuer's name Pearl River County		2 Issuer's employer identification number (EIN) 646000952	
3 Number and street (or P.O. box if mail isn't delivered to street address) P. O. Box 569		Room/suite	
4 City, town, or post office, state, and ZIP code Poplarville, MS 39470		5 Report number (For IRS Use Only) 	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information		7 Telephone number of officer or legal representative	

Part II Description of Obligations		Check one box: ☐ Single issue ☐ Consolidated return	
8a Issue price of obligation(s) (see instructions)		8a	
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ►			
9 Amount of the reported obligation(s) on line 8a that is:		9a	
a For leases for vehicles		9b	
b For leases for office equipment		9c	
c For leases for real property		9d	
d For leases for other (see instructions)		9e	
e For bank loans for vehicles		9f	
f For bank loans for office equipment		9g	
g For bank loans for real property		9h	
h For bank loans for other (see instructions)		9i	
i Used to refund prior issue(s)		9j	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)		9k	
k Other			
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ☐			
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ☐			
12 Vendor's or bank's name:			
13 Vendor's or bank's employer identification number:			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.			
	Signature of issuer's authorized representative 		Date	
Paid Preparer Use Only	Print/Type preparer's name		Preparer's signature	Date
	Firm's name ►		Check ☐ if self-employed PTIN	
	Firm's address ►		Firm's EIN ► Phone no.	

Future Developments

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

General Instructions

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

Purpose of Form

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

Who Must File

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

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

Filing a separate return for a single issue.

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

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

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

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

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

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the issue is issued.

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

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

Where To File

File Form 8038-GC and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

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

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The PDS can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

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

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

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar. For example, \$1.49 becomes \$1 and \$2.50 becomes \$3. If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

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

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

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

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

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

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

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

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

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

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that aren't private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

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

Specific Instructions

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

Part I—Reporting Authority

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

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

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

Line 2. An issuer that doesn't have an employer identification number (EIN) should apply for one online by visiting the IRS website at www.irs.gov/EIN. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

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

mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

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

Line 5. This line is for IRS use only. Don't make any entries in this box.

Part II—Description of Obligations

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

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

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2020 for a single issue issued on March 15, 2020), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2020, enter 01/01/2020).

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

Don't complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment

purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

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

Line 9k. Enter on line 9k the amount on line 8a that doesn't represent an obligation described on lines 9a through 9j.

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

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

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

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

Signature and Consent

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

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

Paid Preparer

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

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

The paid preparer must:

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

Paperwork Reduction Act Notice

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

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

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through www.irs.gov/FormComments. Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send Form 8038-GC to this address. Instead, see *Where To File*, earlier.



NANCE FITZPATRICK STOKES

PEARL RIVER COUNTY CIRCUIT CLERK

Post Office Box 530, Poplarville, MS 39470-0530

(601) 403-2328 · Fax (601) 403-2327

nstokes@pearlrivercounty.net

July 14, 2023

Pearl River County Board of Supervisors
Post Office Box 569
Poplarville, Mississippi 39470-0569

Re: 2023 Statewide Primary Election – August 8, 2023

Gentlemen:

I respectfully request that the Board of Supervisors provide food and drinks for workers on election night, including the Election Commissioners, Circuit Clerk's Office, Poll Managers, and other support staff.

If you have any questions, please do not hesitate to contact me.

Thank you for your consideration in this regard.

Sincerely,

A handwritten signature in black ink that reads "Nance Fitzpatrick Stokes".

Nance Fitzpatrick Stokes
Circuit Clerk

/ns

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One



HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRIN LUMPKIN, JR.
County Administrator

August 2, 2023

Board of Supervisors,

Please accept the lowest quotes for Sheetrock, Hanging and Finishing for the CPS Building.

Sheetrock

Wheat's	\$6,632.85
Interior Exterior	\$6,759.50

Hanging

Dwayne Penton	\$.25 per sq foot
Acosta Construction	\$.38 per sq foot

Finishing

David Martin	\$.45 per sq foot
Acosta Construction	\$.68 per sq foot

Thanks,

Adrain

MARTIN DRYWALL

OVER 40 YEARS EXPERIENCE

**NEW CONSTRUCTION
REMODELING
REPAIRS**

26 Whisperwood Lane
Carriere, MS 39426

DAVID MARTIN
OWNER
601-590-0906

CUSTOMER'S ORDER NO.	PHONE	DATE
NAME		6-30-23

NAME Pearl River County
ADDRESS

ADDRESS
101 W CUMBERLAND

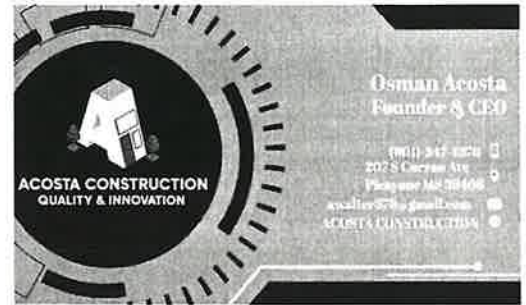
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE. RET'D	PAID OUT
Quantity						

Quantity	Description	Price	Amount
	ESTIMATE FOR DRYWALL		
	HANG - 25¢ per sq. ft.		
	Labor + Screws		
	DWAYNE PENTON - HANGER		
	228-222-7610		
	FINISH - 45¢ per sq. ft.		
	Mat + Labor		
	DAVID MARTIN - FINISHER		
		TAX	
		TOTAL	

Received By _____

ESTIMATE

Acosta Construction
acostaconstruction123@gmail.com
 207 S Curran Ave
 Picyune, MS 39466
 +1(601)-347-4376



Bill To:
 103 Cumberland St Poplarville MS

Invoice Date:
 7/13/2023

PRODUCT OR SERVICE	AMOUNT:
1. <u>Hang Sheetrock</u>	
2. <u>Labor</u>	\$5,320
3. <u>Materials</u>	\$8,340.25
4. <u>Total</u>	\$13,660.25
1. <u>Finishing Drywall</u>	
2. <u>Labor</u>	\$6,315.25
3. <u>Materials</u>	\$3,200
4. <u>Total</u>	\$9,515.13
1. <u>Paint all interior of the building</u>	
2. <u>Labor</u>	\$12,000
3. <u>Materials</u>	\$4,800
4. <u>Total</u>	\$16,800

Wheats Home & Building Center

Poplarville Store
549 Hwy 26 East
Poplarville MS 39470
601.795.2297
Fax: 601.795.6799

CUSTOMER COPY



ORDER

2307-716381 R2 PAGE 1 OF 1

SOLD TO
PEARL RIVER COUNTY OF P. O. BOX 569 POPLARVILLE MS 39470

JOB ADDRESS
PEARL RIVER COUNTY OF P. O. BOX 569 POPLARVILLE MS 39470 (601) 403-2302

ACCT NO.	JOB
0001424	0
ENTRY DATE	7/20/2023 2:58:02 PM
CUST PICKUP	
BRANCH	2000
CUSTOMER PO#	103442
STATION	C10
CASHIER	2
SALESPERSON	
ORDER ENTRY	2
MODIFIED BY	2

www.wheatshomecenter.com

Thank you for your business!

Item	Description	D	Ordered	Sold	Remain	UM	Price	Per	Amount
IESR12412REG	SHEETROCK 1/2" 4X12 "DIRECT SHIP"		85		85	EA	20.5900	EA	1,750.15
IESR5412	SHEETROCK 1/2" 54"X12' "DIRECT SHIP"		185		185	EA	25.9200	EA	4,795.20
SO716381-000	JBEAD 1/2" X10' PLASTIC	N	50		50	EA	1.7500	EA	87.50

Payment Method(s) Buyer: DERRICK P

MS 7.00% EXE: 1	SubTotal	6,632.85
	Sales Tax	0.00
	Deposit	0.00
Please pay this amount		6,632.85

Special Orders are not returnable unless damaged or manufacturer's defect.

Signature



NEW ORLEANS • MANDEVILLE
BATON ROUGE • BIRMINGHAM
MOBILE • GULFPORT • HOUSTON
FOLEY • LAFAYETTE • LONGVIEW
TUSCALOOSA • SHREVEPORT
LAKE CHARLES • MONTGOMERY
NICEVILLE • HATTIESBURG
JACKSON • TALLAHASSEE

QUOTE

TAKEN BY	QUOTE DATE	ORDER NO.
GSC	07/20/23	6245307-00
P.O. NO.		PAGE #
CPS BUILDING		1
SALES INITIALS	HA	

CUST #: 9865

SHIP TO: PEARL RIVER COUNTY
CPS BUILDING
DEREK PERRY
103 WEST CUMBERLAND ST
POPLARVILLE, MS 39470

CORRESPONDENCE TO:

INTERIOR / EXTERIOR BUILDING SUPPLY
P. O. BOX 4002
NEW ORLEANS, LA 70178

BILL TO: PEARL RIVER COUNTY
P. O. BOX 569
POPLARVILLE, MS 39470

INSTRUCTIONS		TERMS	
		1%,29/NET 30	
SHIP POINT		SHIP VIA	SHIPPED
GULFPORT BRANCH		DEL/OUR TRCK	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY. U/M	UNIT PRICE	PRICE U/M	AMOUNT (NET)
2	541212UL 54" X 12'x 1/2" HIGH STR LIGHT GYP BOARD 54 SF/PC	185		185	PC	480.00	MSF	4795.20
3	41212UL 4' X 12' X 1/2" HIGH STR LIGHT GYP BOARD 48 SF/PC	85		85	PC	460.00	MSF	1876.80
4	1110 10' X 1/2" J BEAD 50 PC/CN PLASTIC	50		50	PC	175.00	MLF	87.50
3	Lines Total	Qty Shipped Total		320		Total		6759.50
						Invoice Total		6759.50

Last Page

Last Page

Adrain Lumpkin

302

From: Jerry Bounds
Sent: Thursday, August 3, 2023 3:58 PM
To: Adrain Lumpkin
Subject: Towing cost

J & W Towing
Purvis Ms
601-297-0325

Total \$700.00.

Thank you

Sent from my iPhone

ORDER TO APPROVE TRAVEL

There came on this day to be consider by the Board of Supervisors of Pearl River County, Mississippi, the matter of travel for county employees and officials.

Upon motion made by Malcolm Perry and seconded by Donald Hart, the following order was adopted, to-wit;

Be It Ordered by the Pearl River County Board of Supervisors to approve travel for the following listed officials and county employees to attend various workshops, seminars and meetings listed below and that reimbursement for any expenses incurred be and is hereby approved, including, but not limited to, travel, meals, lodging registration fees and other expenses incidental to said workshops, seminars, and meetings.

Cindy Smith to VAMC meeting in Biloxi, MS on August 11, 2023.

Carolyn Nelson to Elevation Certificate Training Class in Biloxi, MS on August 16, 2023.

Angela Boyd to IAED Basic Communications 40hr Basic Course in Wiggins, MS on August 21-25, 2023.

Brittany Smith, Cara Bond, Natalie Burge and Briteney Ray to attend Officer Involved Shooting & Critical Incidents Class in Pass Christian, MS on August 21-22, 2023.

Amanda Sevin and Sharon Cox to Terrorism Awareness Class in Meridian, MS on September 11-12, 2023.

Neil Dugas to Interview & Interrogation Course in Meridian, MS on August 7-11, 2023.

Ordered and adopted, this the 7th day of August, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

Pearl River County Veteran Service Office
P.O. Box 569
Poplarville, Ms.39470
(601) 403-2558

Dear Pearl River County Board of Supervisors,

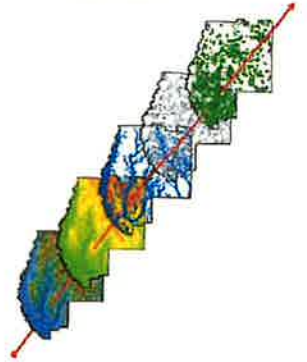
Requesting approval to attend VAMC Biloxi meeting with Department Heads on
August 11 ,2023.

Cindy Smith
CVSO

PEARL RIVER COUNTY
E-911 Addressing Office

100 South Main Street
Poplarville, Mississippi 39470
Phone 601.403.2201 - Fax 601.403.2209

305



MEMORANDUM

TO: Sandy Kane Smith, President and Board of Supervisors

FROM: Carolyn Nelson

SUBJECT: Request for Approval to Attend the Elevation Certificate Training Class

DATE: July 31, 2023

Approval is being requested for Carolyn Nelson to attend the new 2022 Elevation Certificate Training class in Biloxi on August 16th, 2023, at the Biloxi Planning & Zoning Commission.

Respectfully,

Carolyn Nelson
E-911 Coordinator
cnelson@pearlrivercounty.net
601-403-2201



Elevation Certificate Training

When: August 16th, 2023
9:00 am to 4:30 pm

Where: Biloxi Planning & Zoning Commission
676 Dr. Martin Luther King Jr. Blvd
Biloxi, Mississippi, 39530

Continuing Education Credits:
6 CFM CEUs, 6 PDHs MS Surveyors &
Professional Engineers

Instructor:
Del Schwalls, PE, CFM
Schwalls Consulting, LLC

Course Objectives

- Learn to complete a FEMA EC in order to satisfy the requirements of any program.
- Understand the data needs for each individual EC section.
- Understand how the EC is used by CRS.
- Change attendee's approach to ECs from 'minimum needs' to 'best practice'.
- Avoid common mistakes that can invalidate the EC for certain programs

Please download and review the [reference materials](#) prior to class.

Course Description

This course will:

- Provide detailed training on completing a FEMA EC accurately and in its entirety, allowing full compliance with any program that requires submission of an EC.
- Review the NEWLY Released EC and provide guidance on implementation and use.
- Review major changes compared to the prior version of the EC.
- Review how Risk Rating 2.0 (RR2.0) insurance requirements affect the EC.
- Cover EC requirements for surveying, foundation flood openings, and certification.
- Review the CRS requirements for an EC and those portions that can differ from other programs.
- Review how the EC should be completed by the EC certifier & how it should be reviewed by the local community.
- Include common errors and omissions, review of the various EC building diagrams, and real world examples.

Lunch is Provided!

Course is FREE but registration required!

Please Register here:

https://GBNERR_ElCert.eventbrite.com



August 1, 2023

To: Sandy Kane Smith, President, and Board of Supervisors

From: Carey Meitzler

Subject: Request for Approval for Angela Boyd to attend the
IAED Basic Communications 40hr Basic Course

Date of Training: August 21 – August 25

Approval is requested for Angela Boyd to attend the IAED Basic
Communications 40hr Basic Course being held by Stone County
E-911 at 533 First St South Wiggins, MS.

Thank you,

A handwritten signature in black ink, appearing to be "C. Meitzler", written over the typed name.

Carey Meitzler, Director
Pearl River County Central Dispatch
cmeitzler@pearlrivercounty.net
601-337-2504

308

IAED Basic Communications Course – Wiggins

DATE/TIME: August 21-25, 2023

8:00 a.m. to 5:00 p.m.

LOCATION: **Stone County E-911**

533 First St. South

Wiggins, MS 39577

CATEGORY: **BETST**

COST: \$395.00

CONTACT: Anita K. Raborn

601-928-2800

Araborn65@gmail.com

40-Hour Basic for Initial Certification Within One Year of Hire

NOTE: The BETST is authorized, but only from funds appropriated by the Legislature, to reimburse all expenses associated with the successful completion of approved training. Reimbursement is authorized only for those agencies and subdivisions of the state that are in compliance with all provisions of the law to include policies and procedures established by the BETST. Reimbursement for elective training shall consist of all of the same expenses as initial certification.

Reimbursement requests are on a first-come first-served basis, which shall be determined by the date of request. **Training over 150 miles distance from the agency requires prior written approval from BETST for reimbursement of all eligible expenses. A justifiable written explanation must be provided for approval to be considered. If the agency sends a telecommunicator to a posted training over 150**



July 31, 2023

To: Sandy Kane Smith, President, and Board of Supervisors

From: Carey Meitzler

Subject: Request for Approval for 4 employees to attend the Officer Involved Shooting & Critical Incidents Class in Pass Christian

Date of Training: August 21-22, 2023

Approval is requested for Brittany Smith, Cara Bond, Natalie Burge and Briteney Ray to attend Officer Involved Shooting & Critical Incidents Class being held by Public Safety Academics and Consulting LLC at the Pass Christian Police Range, 401 Espy Avenue Pass Christian, MS

Thank you,



Carey Meitzler, Director
Pearl River County Central Dispatch
cmeitzler@pearlrivercounty.net
601-337-2504

Officer Involved Shooting & Critical Incidents – Pass Christian, MS

DATE/TIME: August 21-22, 2023

8:00 a.m. to 5:00 p.m.

LOCATION: Pass Christian Police Pistol Range

401 Espy Avenue,

Pass Christian, MS 39571

CATEGORY: BETST

COST: \$300.00

CONTACT: Rick Seavey Sr.

601-259-9661

Psac911@aol.com

2 Electives, 16 hours credit

NOTE: The BETST is authorized, but only from funds appropriated by the Legislature, to reimburse all expenses associated with the successful completion of approved training. Reimbursement is authorized only for those agencies and subdivisions of the state that are in compliance with all provisions of the law to include policies and procedures established by the BETST. Reimbursement for elective training shall consist of all of the same expenses as initial certification. Reimbursement requests are on a first come first-served basis, which shall be determined by the date of request. **Training over 150 miles distance from the agency requires prior written approval from BETST for reimbursement of all eligible expenses. A justifiable written explanation must be provided for approval to be considered. If the agency sends a**

Amanda Sevin

From: psac911@aol.com
Sent: Friday, July 07, 2023 7:30 AM
To: Amanda Sevin
Subject: Re: Pearl River 911 INV# 101244 See bottom of E-mail - OIS August 21-22,23 @ Pass Christian Police range, Pass Christian, MS
Attachments: Pearl River Co E-911 INV#101244 for OIS Pearl River 911- August 21-22,2023 Pass Christian, MS.docx

Ms. (Invoice attached at the bottom of this E-mail).

Thank you for selecting **Public Safety Academics and Consulting LLC** for your training needs!

I have your student/s registered for the requested course/s

Please ensure that your accounting department receives this invoice as they need it for payment which is required at the time of class or mailed prior to.

Course offers (16) Hours and 2 Elective credits towards recertification.

Class Starts at 8 am- 5 PM Both days.

Date: August 21-22,2023

Course: Officer Involved Shooting & Critical Incidents

Location: Pass Christian Police Range 401 Espy Avenue, Pass Christian, MS 39571

Please supply your student/s with one of the instructors Cell # 601-259-9661 in case they need directions or have a question prior to or day of class.

Checks are made payable to Public Safety Academics and Consulting and mailed to Rick Seavey Sr, at the address provided on upper left corner of the invoice, or the student can bring the check to class. Please advise via E-mail if the student is bringing the check.

Please feel free to E-mail me or call with any questions you may have.

Thank You for Your Business,

Sincerely,

Rick Seavey Sr. State & National Instructor

(601)-259-9661

Public Safety Academics and Consulting LLC

P/O Box 97601

Pearl, MS 39208

E-mail psac911@aol.com

Web: <http://www.psac911.org/>

Fax: 888-875-2466

INVOICE

Public safety Academics and Consulting LLC

P/O Box 97601 Pearl, MS 39208

Phone: (601) 259-9661 Fax: 888-875-2466

Psac911@aol.com <http://www.psac911.org>

DATE: JULY 7, 2023

INVOICE # 101244

ATTN: Amanda Sevin

PSAC Tax ID 46-4410467
INFORMATION Pearl River County E-911

COURSE NAME	DATE	PRICE PER STUDENT	LOCATION
Officer Involved Shooting & CI	August 21- 22,2023	\$300.00	Pass Christian Police Range 401 Espy Avenue, Pass Christian, MS 39571

STUDENT NAME	PHONE	E-MAIL	PRICE	DISCOUNT	TOTAL
Brittany Smith			\$300.00		\$300.00
Cara Bond			\$300.00		\$300.00
Briteney Ray			\$300.00		\$300.00
Natalie Burge			\$300.00		\$300.00

TOTAL
DISCOUNT

0

SUBTOTAL \$1,200.00

SALES TAX 0

TOTAL \$1,200.00

Thank you for your business: Public Safety Academics and Consulting LLC



July 31, 2023

To: Sandy Kane Smith, President, and Board of Supervisors

From: Carey Meitzler

Subject: Request for Approval for 2 employees to attend the
Terrorism Awareness Class in Meridian, MS

Date of Training: September 11-12, 2023

Approval is requested for Amanda Sevin and Sharon Cox to
attend Terrorism Awareness Class being held by Public Safety
Academics and Consulting LLC at Metro Ambulance Service, 502
17th Ave Meridian, MS.

Thank you,

A handwritten signature in black ink, appearing to read "Carey Meitzler", is written over the printed name.

Carey Meitzler, Director

Pearl River County Central Dispatch

cmeitzler@pearlrivercounty.net

601-337-2504

314

Terrorism Awareness - Meridian, MS

DATE/TIME: September 11-12, 2023

8:00 a.m. to 5:00 p.m.

LOCATION: Metro Ambulance Service

1611 6th street,

Meridian, MS 39301

CATEGORY: BETST

COST: \$300.00

CONTACT: Rick Seavey Sr.

601-259-9661

Psac911@aol.com

2 Electives, 16 hours credit

NOTE: The BETST is authorized, but only from funds appropriated by the Legislature, to reimburse all expenses associated with the successful completion of approved training. Reimbursement is authorized only for those agencies and subdivisions of the state that are in compliance with all provisions of the law to include policies and procedures established by the BETST. Reimbursement for elective training shall consist of all of the same expenses as initial certification.

Reimbursement requests are on a first come first-served basis, which shall be determined by the date of request. **Training over 150 miles distance from the agency requires prior written approval from BETST for reimbursement of all eligible expenses. A justifiable written explanation must be provided for approval to be considered. If the agency sends a telecommunicator to a posted training over 150 miles from their agency without BETST written**

From: psac911@aol.com
Sent: Thursday, July 27, 2023 3:10 PM
To: Amanda Sevin
Subject: Re: INV 101244,101255,101256 classes start at 8am-5pm both days.
Attachments: Pearl River County E-911 INV# 101256 for OIS September 18-19,2023 Liberty, MS.docx; Pearl River Co E-911 INV#101244 for OIS Pearl River 911- August 21-22,2023 Pass Christian, MS.docx; Pearl River CO 911, INV# 101255 for Terrorism Awareness, Metro Amb serv Meridian, MS.docx

Ms. Amanda, I have registered all your staff for the dates you requested, I want to advise though I had to change up the classes on 2, and the location for 1, I try to accommodate the agencies that host. I'm sorry if that is an issue please advise. I registered the two **additional students making that 4 attending Officer involved shooting & Critical Incidents Aug 21-22, At Pass Christian PD.**

The class in Meridian at Metro Ambulance September 11-12,23 is **Terrorism Awareness** (had to change it from Negotiations). and the class Fire fighter down had to change that to **Officer Involved Shooting and moved that to Amite County SO in Liberty (address on invoice)**. They had the other location double booked, and Amite CO SO requested OIS. Liberty is still within 150-mile rule from your agency, I checked to make sure for you.

I attached the revised invoice and 2 additional ones at the bottom of this E-mail. Again, thank you for selecting PSAC for your training needs, if there are any changes that need to be made, I am happy to make them for you.

Thank you again Ms. Amanda,
Rick Seavey Sr.

On Wednesday, July 26, 2023 at 04:15 04 PM CDT, Amanda Sevin <asevin@pearlrivercounty.net> wrote:

Good evening,

I need to register two more for the Officer Involved Shooting & Critical Incidents class on August 21-22, 2023. It will be Briteney Ray and Natalie Burge. I also need to register myself, Amanda Sevin, and Sharon Cox for Negotiations & Talk Tactics class September 11-12, 2023. Lastly, I need to register Alyssa Wells and Shanna Spiers for Fire Fighter Down class September 18-19, 2023. If there are any issues, please do not hesitate to contact me.

Thank you!

INVOICE 316

Public Safety Academics and Consulting LLC

P/O Box 97601 Pearl, MS 39208

Phone: (601) 259-9661 Fax: 888-875-2466

Psac911@aol.com <http://www.psac911.org>

DATE: JULY 27, 2023

INVOICE # 101255

ATTN: Amanda Sevin

PSAC Tax ID 46-4410467
INFORMATION Pearl River County E-911

COURSE NAME	DATE	PRICE PER STUDENT	LOCATION
Terrorism Awareness	September 11- 12, 2023	\$300.00	Metro Ambulance Service, Meridian, MS

STUDENT NAME	PHONE	E-MAIL	PRICE	DISCOUNT	TOTAL
Amanda Sevin			\$300.00		\$300.00
Sharon Cox			\$300.00		\$300.00

TOTAL
DISCOUNT

0

SUBTOTAL \$600.00

SALES TAX 0

TOTAL \$600.00

Thank you for your business: Public Safety Academics and Consulting LLC



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PEARL RIVER COUNTY SHERIFF'S DEPARTMENT
DAVID ALLISON, SHERIFF
200 SOUTH MAIN STREET
POPLARVILLE, MS 39470
Phone: (601) 403-2500
Fax: (601) 403-2344

August 7, 2023

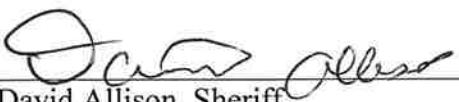
To: The Honorable Board of Supervisors of Pearl River County, Mississippi.

Please acknowledge upon the minutes the following matters concerning the Sheriff's Department.

In and for your consideration approval of travel and issuance of check for hotel and training associated with the following:

Name: Neil Dugas
What: Interview & Interrogation Course
When: August 7 – 11, 2023
Where: Meridian, MS
Registration: Free
Hotel: Free

Thank You,


David Allison, Sheriff

ORDER TO APPROVE ROAD DEPARTMENT'S AGENDA ITEMS A - C

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of Road Department's Agenda Items.

Upon motion made by Malcolm Perry and seconded by Jason Spence, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following Road Department's Agenda Items A - C as listed with attachments:

A. Personnel:

Alvin L. Mason	Tractor Driver	Hire full-time
Joseph Douglas Spence	Truck Driver	Resign
Rocky Peyton Spiers	Tractor Driver	Resign
Jerry Windham Hegwood	Tractor Driver	Terminate

B. Approve to be included in the 2024 Beaver Control Assistance Program (BCAP) and authorize President to sign Cooperative Service Agreement between Pearl River County and United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS).

C. Approve Poplarville School District Bus Turnaround Addition for 2023-2024 School Year:

22 NELL DEDEAUX RD

Ordered and adopted, this the 7th day of August, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

memo

Pearl River County Road Department

To: Pearl River County Board of Supervisors
From: Charlie Schielder
CC: Cindy Lee; Marlinda Guerre
Date: 7/30/2023
Re: Personnel

Comments: Please consider the application of Alvin L. Mason, as full time tractor driver, at the assigned rate of pay. Start date will tentatively be Aug. 9, 2023, predicated on approved physical & drug screening.

Please accept the resignation of Joseph Douglas Spence in the position of truck driver. Mr. Spences' last day to work was July 26, 2023.

Please accept the resignation of Rocky Peyton Spiers in the position of tractor driver. Mr. Spiers last day to work was July 13, 2023.

Please accept the termination of Jerry Windham Hegwood in the position of tractor driver. Mr. Hegwoods' last day to work was July 25, 2023.



United States
Department of
Agriculture

July 25, 2023

Animal and
Plant Health
Inspection
Service

To Whom It May Concern:

Wildlife Services

P O Drawer FW
Mississippi State,
MS 39762

I have enclosed the Cooperative Service Agreement for your County Office to complete so that Pearl River County will be included in the 2024 Beaver Control Assistance Program (BCAP).

Phone:
662-325-3014
Fax:
662-325-3690

Please fill out the highlighted areas on the Cooperative Service Agreement and return to the Mississippi State Office as soon as possible.

I have also included an invoice for payment in the amount of \$7,500.00 for the enrollment fee. Please send your payment to the Mississippi State Office by October 31, 2023.

USDA APHIS Wildlife Services
PO Drawer FW
Mississippi State, MS 39762

Feel free to contact me with any questions or concerns at (662) 325-3014.

Thank you,

Brenda Storey
Program Support Assistant

enclosures



Safeguarding American Agriculture

APHIS is an agency of USDA's Marketing and Regulatory Programs
An Equal Opportunity Provider and Employer

WS Agreement Number: 24-7228-8011-RA

WBS: _____

[optional] Cooperator PO: _____

COOPERATIVE SERVICE AGREEMENT
between
Pearl River County
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. The Cooperator will provide payment at the time of service to "USDA, APHIS" in the amount of \$ 7,500.00.
2. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
3. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
4. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management services that the Cooperator is seeking from APHIS-WS.
5. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
6. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement also may be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 5

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise there from.

ARTICLE 6

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680). This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

This agreement shall become effective October 1, 2023, and shall continue until September 30, 2024. This agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for any reason, provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

As required by Debt Collection Improvement Act of 1996:

Cooperator's Tax ID No.: 646000952

APHIS-WS's Tax ID: 41-0696271

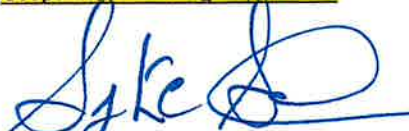
Cooperator Name/signer, Address

APHIS-WS State Office/signer, Address

USDA-APHIS-Wildlife Services

P.O. Drawer FW

Mississippi State, MS 39762

 8-7-23

Cooperator's Signature

Date

APHIS-WS State Director's Signature

Date

WS Agreement Number: 24-7228-8011-RA

WBS: _____

[optional] Cooperator PO: _____

WORK PLANWildlife Species: Beaver, Muskrat, NutriaLocation: Pearl River County, MSServices Provided: BCAP Enrollment fee **Effective Date October 1, 2023 to September 30, 2024**

WS will provide animal damage management for the named county to reduce damage by beaver, muskrat, nutria to the lowest level possible as long as funds are available*. Target animals will be removed with Conibear body grip traps, snares, leg-hold traps, and shooting. Beaver dams will be removed by hand, or explosives utilized by WS, or backhoe when assisted by the county road department.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$4,856.00
Travel		
Vehicles		
Other Services		
Supplies and Materials		\$1,601.00
Equipment		
Subtotal (Direct Charges)		\$6,457.00
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	
Indirect Costs	16.15%	\$1,043.00
Aviation Flat Rate Collection		
Agreement Total		\$7,500.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: <u>\$7,500.00</u> *Services will be provided as long as funds are available. When current funds have been exhausted services will cease unless further funds are provided.		

Financial Point of Contact/Billing Address:

Cooperator Name, Address, Phone Number, EmailAPHIS-WS State Office Name, Address, Phone Number, Email

USDA APHIS Wildlife Services

Brenda Clayton

PO Drawer FW

Mississippi State, MS 39762

662-325-3014

brenda.clayton@usda.gov

PEARL RIVER COUNTY
P.O. Box 569
Poplarville, MS 39470
601-403-2302
601-403-2321 (Billing)
pbowers@pearlrivercounty.net



United States
Department of
Agriculture

Animal and
Plant Health
Inspection
Service

Wildlife
Services

MISSISSIPPI

323

BILL FOR COLLECTION

COOPERATOR	
Pearl River County	
8953 Hwy 11 Poplarville, MS 39470	
Telephone:	601-403-2302

Bill Number	BD 7228-23-410
Billing Date	7/25/2023
Payment Due	10/31/2023

DETAIL

DESCRIPTION

AMOUNT

ENROLLMENT FEE FOR
BEAVER CONTROL ASSISTANCE PROGRAM FY 2024

\$7,500.00

TOTAL DUE:

\$7,500.00

**PLEASE INCLUDE A COPY OF
THIS BILL WITH YOUR
PAYMENT**

ACCOUNT SUMMARY

For internal use only

Total \$7,500.00

NEW INFORMATION ABOUT HOW TO PAY

Please remit
payment within
30 days to
USDA, APHIS
PO Drawer FW
Mississippi State, MS 39762

PAYMENTS MUST INCLUDE A COPY OF THIS BILL

Make checks payable to: USDA-APHIS

Please write your bill number on your check

For questions concerning this bill, please contact:
Brenda Clayton 662-325-3014

In accordance with the Debt Collection Improvement Act of 1996, invoices issued by USDA-APHIS are due and payable within 30 days. Payments not received by the due date are subject to late payment charges assessed at the rate established by the Dept. of Treasury (31 USC 3717).

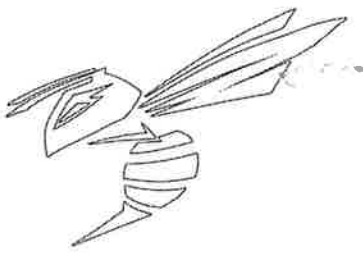
Please be sure to mail your check to the following address:

**USDA APHIS WILDLIFE SERVICES
P O DRAWER FW
MISSISSIPPI STATE, MS 39762**

☐ Cooperator Copy

☐ Remittance Copy

☐ State Office Copy/Fax ART



Poplarville School District/Transportation

Jason Jones | Director

Christian Cuevas | Administrative Assistant

31 School Bus Circle,, Poplarville, MS 39470

601.795.4728 (p) | 601.795.3102 (f)

www.poplarvilleschools.org

324

2023- 2024 School Bus Turnarounds (Board Approved
06/26/2023)

Bus 58 22 NELL DEDEAUX RD, POPLARVILLE, ,MS- AMANDA MYERS

BOARD APPROVED

JUL 10 2023

Poplarville School District

TRANSPORTATION TURN AROUND FORM

325

POPLARVILLE SCHOOL DISTRICT

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE
SCHOOL YEAR: 2023/2024

OWNER OF PROPERTY: Amanda Myers

LOCATION OF PROPERTY: 22 Neil Dedaux Rd

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: _____

SUPERVISOR DISTRICT: POPLARVILLE NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND: _____

NAME OF BUS DRIVER: Stephanie Craddock

BUS ROUTE NUMBER: 58 BUS NUMBER: 58

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF
ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE
PROPERTY:

off Hwy 26, turn onto Gumpard Beall Rd.
Neil Dedaux is on the left, turn left +
turn around is at end of road.

AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE
PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

[Signature]
Signature of Property Owner

5/17/23
Date

[Signature]
Signature of Transportation Supervisor

6-26-23
Date

School Board Action:

The POPLARVILLE School Board of Trustees has reviewed the above application for
a school bus turnaround at its meeting on July 10, 2023 and hereby
designates that the driveway/private property located at the above-stated location as being a
designated turnaround and now submits the same to the Pearl River County Board of
Supervisors for their consideration. You are requested to maintain the driveway/private property
leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as
amended.

[Signature]
Signature of Superintendent of Education

7/10/2023
Date

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby
APPROVED REJECTED by the Pearl River County Board of Supervisors on the
____ DAY OF _____, 20____.

President of the Board of Supervisors

Date

Attest: _____, Clerk of the Board.

Minute Book Text Detail

Book 0235 Page 326 LETTER TO MCNEILL VFD REQUESTING OLD

Date 8/ 7/2023 STATION BE RELEASED TO COUNTY

ORDER TO AUTHORIZE COUNTY ADMINISTRATOR TO SEND LETTER
TO MCNEILL VOLUNTEER FIRE DEPARTMENT REQUESTING OLD
STATION BE RELEASED TO THE COUNTY

There came on this day to be considered by the Board of
Supervisors of Pearl River County, Mississippi, the matter of
McNeill Volunteer Fire Department's old station.

Upon motion made by Malcolm Perry and seconded by Hudson
Holliday, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to
authorize County Administrator to send attached letter to McNeill
Volunteer Fire Department requesting old station be released to
the County.

Ordered and adopted, this the 7th day of August, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One



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HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRIN LUMPKIN, JR.
County Administrator

August 9, 2023

McNeill Volunteer Fire Department
106 Library Street
Carriere, MS 39426

Dear Chief Leonard:

It has come to the attention of the Board of Supervisors that the insurance company is going to require that the old station at McNeill be brought up to standard for them to cover it with insurance or the building be removed. It is also my understand from Shawn Wise that the Department does not want to bear the cost of bringing the building up to standard. The Board of Supervisors would like to request that the old station be turn over to the Board to be repurposed into a Community Center. The Board will have a new electrical service installed and be responsible for all repairs and upkeep of the building.

Please present this to the Board Members of the Department at your earliest convenience for approval. If this is agreeable, please let me know and I will start the process of beginning the repairs and arranging for a new electrical service.

Sincerely,

Adrain Lumpkin, Jr.
County Administrator

ORDER TO CLOSE SESSION

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to close session.

Upon motion made by Malcolm Perry and seconded by Hudson Holliday, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to close the session to determine the need for executive session.

Ordered and adopted, this the 7th day of August, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith
Voting NAY: None

ORDER TO ENTER EXECUTIVE SESSION

Upon motion made by Malcolm Perry and seconded by Jason Spence, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to enter executive session at 11:25 a.m. to discuss matters covered under 25-41-7 of the Mississippi Code of 1972, items covered under Section 4(b) Strategy sessions or negotiations with respect to prospective litigation, litigation or issuance of an appealable order when an open meeting would have a detrimental effect on the litigating position of the public body.

Ordered and adopted, this the 7th day of August, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith
Voting NAY: None

ORDER TO RETURN TO REGULAR SESSION

Upon motion made by Malcolm Perry and seconded by Jason Spence,
the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors that
this Board does now return to regular session at 12:45 p.m. after
taking no action in executive session.

Ordered and adopted, this the 7th day of August, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

Minute Book Text Detail

Book 0235 Page 330 RECESS UNTIL AUGUST 15, 2023 @ 9:00 A.M.

Date 8/ 7/2023

ORDER TO RECESS UNTIL AUGUST 15, 2023 @ 9:00 A.M.

Upon motion made by Jason Spence and seconded by Malcolm Perry,
the following order was adopted, to-wit:

Be It Ordered to direct County Administrator to post a notice of
this recess meeting within one hour after such meeting is called
in a prominent place available to examination and inspections by
the general public at the Board of Supervisors meeting room in
the Pearl River County Courthouse Complex and make attached
notice as part of minutes.

Be It Further Ordered that this Board does now take a recess
until the next scheduled meeting to be held at 9:00 a.m.,
Tuesday, the 15th day of August, 2023, at the Board of
Supervisors meeting room in the Pearl River County Courthouse
Complex in the City of Poplarville.

Ordered and adopted, this the 7th day of August, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

PRESIDENT

CLERK OF THE BOARD

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One



HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

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BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRIN LUMPKIN, JR.
County Administrator

NOTICE OF SUPERVISOR'S MEETING

You are hereby notified

Pursuant to

THE MISSISSIPPI OPEN MEETINGS LAW

that the next meeting of the

Board of Supervisors of Pearl River County, Mississippi,
will be held on August 15, 2023 at 9:00 o'clock a.m.
in the Board of Supervisors Meeting Room
in the Board Room Building
at the Courthouse in Poplarville, Pearl River County, Mississippi

BOARD OF SUPERVISORS
PEARL RIVER COUNTY, MISSISSIPPI

By: _____

A handwritten signature in blue ink, appearing to read "Adrain Lumpkin, Jr.", is written over a horizontal line.

Adrain Lumpkin, Jr., County Administrator