

Minute Book Text Detail

Book 0234 Page 1 OPENING FOR JULY 3, 2023

Date 7/ 3/2023 AGENDA FOR JULY 3, 2023

JULY 3, 2023

The Board of Supervisors met at 9:00 a.m. the 3rd day of July, 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
July 3, 2023**



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

- 01) Consider approving Board Minutes – June, 2023**
- 02) Consider approving Claims Docket for July 3, 2023**
- 03) Sheriff:**
 - A. Personnel
- 04) County Engineer:**
 - A. Order to request MDOT to review Engineering Agreement for Ridge Road Project No. STP-0055-00(040)/105201-701000
 - B. Order for the Board of Supervisors to select FC&E Engineering as environment consultant for Ridge Road Project No. STP-0055-00(040)/105201-701000
 - C. Order for the Board of Supervisors to approve Engineering Agreement with Dungan Engineering for Site Development Project on the Industrial Park
- 05) IT Director: Authorize President to sign agreement with Commtech for IT Support**
- 06) Consent Agenda Items:**
 - A. Office of the District Attorney - Personnel
 - B. Capital One Spark Business Card payment
 - C. Delta Computer Systems, Inc Computer Software Support Agreement Addendums
 - D. Accept bids for Surplus Fairgrounds Equipment and consider awarding bid purchase
 - E. Tenth Chancery Court District's Staff's updated job descriptions and salary promotions
 - F. Acknowledge 2023-2024 Budget Request Memo to be sent out to Departments
- 07) Road Department:**
 - A. Personnel
 - B. Discussion and possible purchase of speed monitor
- 08) Consider awarding Mississippi State University Extension Building bid project.**

NEXT BOARD MEETING – Monday, July 17th

ORDER TO APPROVE BOARD MINUTES FOR JUNE, 2023

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

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 June, 2023 Board Minutes.

Ordered and adopted, this the 3rd day of July, 2023.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith
Voting NAY: None

ORDER TO APPROVE CLAIMS DOCKET FOR JULY 3, 2023

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of Claims Docket for July 3, 2023.

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 Claims Docket for July 3, 2023. (Summary of all Funds attached)

Ordered and adopted, this the 3rd day of July, 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	138 Total	568,902.92 Manual	Held	Total	568,902.92
FUND	6 Claims	to	Checks	1 Total	1,623.61 Manual	Held	Total	1,623.61
FUND	10 Claims	to	Checks	1 Total	500.00 Manual	Held	Total	500.00
FUND	45 Claims	to	Checks	1 Total	155.46 Manual	Held	Total	155.46
FUND	73 Claims	to	Checks	1 Total	58.18 Manual	Held	Total	58.18
FUND	96 Claims	to	Checks	8 Total	55,046.95 Manual	Held	Total	55,046.95
FUND	97 Claims	to	Checks	6 Total	15,481.20 Manual	Held	Total	15,481.20
FUND	104 Claims	to	Checks	1 Total	244.45 Manual	Held	Total	244.45
FUND	156 Claims	to	Checks	37 Total	72,164.22 Manual	Held	Total	72,164.22
FUND	158 Claims	to	Checks	1 Total	110,593.90 Manual	Held	Total	110,593.90
FUND	166 Claims	to	Checks	3 Total	54,446.10 Manual	Held	Total	54,446.10
FUND	206 Claims	to	Checks	9 Total	28,022.90 Manual	Held	Total	28,022.90
FUND	420 Claims	to	Checks	3 Total	544.14 Manual	Held	Total	544.14
FUND	450 Claims	to	Checks	5 Total	6,870.63 Manual	Held	Total	6,870.63
FUND	656 Claims	to	Checks	3 Total	803.59 Manual	Held	Total	803.59
FUND	659 Claims	to	Checks	1 Total	60.00 Manual	Held	Total	60.00
FUND	661 Claims	to	Checks	7 Total	2,285.75 Manual	Held	Total	2,285.75
FUND	662 Claims	to	Checks	3 Total	187.47 Manual	Held	Total	187.47
FUND	663 Claims	to	Checks	2 Total	3,956.50 Manual	Held	Total	3,956.50
FUND	664 Claims	to	Checks	7 Total	5,382.84 Manual	Held	Total	5,382.84
FUND	665 Claims	to	Checks	2 Total	278.00 Manual	Held	Total	278.00
FUND	668 Claims	to	Checks	4 Total	852.13 Manual	Held	Total	852.13
Total for all Funds			Checks	244 Total	928,460.94 Manual	Held	Total	928,460.94

ORDER TO APPROVE SHERIFF'S AGENDA ITEM

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

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 the following Sheriff's Agenda Item as listed with attachment:

Lauryn Bond
Nathan Chauvet

Corrections
Corrections

To part-time
Resign

Ordered and adopted, this the 3rd day of July, 2023.

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

Voting NAY: None



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

June 28, 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 Laurn Bond from full time to part time Correctional Officer effective June 22, 2023.

Please accept the resignation of Nathan Chauvet as full time Correctional Officer effective June 25, 2023.

Thank you,



David Allison, Sheriff

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 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 County Engineer's Agenda Items as listed with attachments:

- A. ORDER OF THE BOARD OF SUPERVISORS CONCERNING AUTHORIZATION TO REQUEST MDOT'S REVIEW AND CONCURRENCE OF DRAFT PRELIMINARY ENGINEERING AGREEMENT FOR PROJECT NO. STP-0055-00(040)/701000 (RIDGE ROAD).
- B. ORDER OF THE BOARD OF SUPERVISORS CONCERNING SELECTION OF ENVIRONMENTAL CONSULTANT FOR PROJECT NO. STP-0055-00(040)/105201-701000 (RIDGE ROAD).
- C. Board of Supervisors to approve Engineering Agreement with Dungan Engineering, PA for Site Development on the Industrial Park.

Ordered and adopted, this the 3rd day of July, 2023.

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

Voting NAY: None

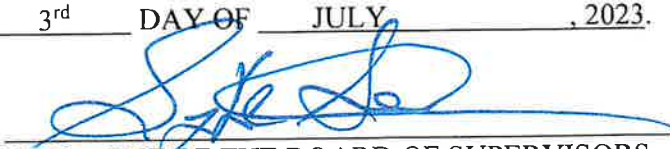
**ORDER OF THE BOARD OF SUPERVISORS CONCERNING
AUTHORIZATION TO REQUEST MDOT'S REVIEW AND
CONCURRENCE OF DRAFT PRELIMINARY ENGINEERING
AGREEMENT FOR PROJECT NO. STP-055-00(040)/105201-701000 (RIDGE
ROAD)**

River County Board of Supervisors approved and selected Dungan Engineering, PA as the Project Engineer 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 1st day of May, 2023.

BE IT RESOLVED that the Pearl River County Board of Supervisors approves to enter into a preliminary engineering agreement with Dungan Engineering, PA for design related engineering services for Project No. STP-055-00(040)/105201-701000 (Ridge Road) upon the approval and concurrence of said preliminary engineering agreement by MDOT.

BE IT RESOLVED that the Pearl River County Board of Supervisors authorizes Sandy Kane Smith, President Pearl River County Board of Supervisors to request MDOT's review and concurrence of Dungan Engineering PA's draft preliminary engineering agreement for Project No. STP-055-00(040)/105201-701000 (Ridge Road) prior to the County fully executing preliminary engineering agreement.

ORDERED AND ADJUDGED ON THE 3rd DAY OF JULY, 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 234 at Page _____.

Witness my hand and seal of office on this the 3rd day of JULY, 2023





Clerk of the Board of Supervisors
Pearl River County, Mississippi

SANDY KANE SMITH
President, District Five
HUDSON HOLLIDAY
District Three
DONALD HART
District One



MALCOLM PERRY
District Two
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

July 3, 2023

Mississippi Department of Transportation
Stephen Rone, Director
Consultant Services Unit (90-01), 10th Floor
PO Box 1850, Jackson, MS 39215

Subject: Preliminary Engineering Contract
MS Highway 607 to MS Highway 43
Project No. STP-0055-00(040) LPA105201-701000
Pearl River County, MS

Mr. Rone,

Submitted herewith are three (3) *Preliminary Engineering Contracts*, signed only by the LPA's selected CONSULTANT, *Dungan Engineering, PA*, for the above referenced Project. The *Pearl River County Board of Supervisors* has reviewed and agrees with the attached *Preliminary Engineering Contracts*. Therefore, the *Pearl River County Board of Supervisors* respectfully requests the Mississippi Department of Transportation's (MDOT) review & concurrence prior to fully executing these documents per the LPA Project Development Manual. Upon final execution, the *Pearl River County Board of Supervisors* shall submit a fully executed copy to your attention.

If you have any questions or need any additional information, please do not hesitate to contact me at 601-403-2300.

Sincerely,

Sandy Kane Smith, President PRCBOS

DATE: 7-3-2023

cc: Project File

Enclosures

**ORDER OF THE BOARD OF SUPERVISORS CONCERNING SELECTION
OF ENVIRONMENTAL CONSULTANT FOR PROJECT NO. STP-0055-
00(040)/105201-701000 (RIDGE ROAD)**

BE IT RESOLVED that the Pearl River County Board of Supervisors selects FC&E Engineering, LLC for environmental engineering services related to updating and reevaluating the outdated Environmental Assessment for Project No. STP-055-00(040)/105201-701000 (Ridge Road). This selection is made based upon the Small Purchase Procedures as outlined in the Local Public Agency Consultant Operating Procedures for Professional Services, Section 2.21 Small Purchase Procedures.

ORDERED AND ADJUDGED ON THE 3rd DAY OF JULY, 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 234 at Page _____.

Witness my hand and seal of office on this the 3rd day of JULY, 2023





Clerk of the Board of Supervisors
Pearl River County, Mississippi

SANDY KANE SMITH
President, District Five
HUDSON HOLLIDAY
Vice-President, District Three
DONALD HART
District One



MALCOLM PERRY 011
District Two
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

**SIMPLIFIED ACQUISITION OF ENVIRONMENTAL ENGINEERING SERVICES
PROJECT STP-055-00(040)/105201-701000
RIDGE ROAD, PEARL RIVER COUNTY, MS**

Pearl River County Board of Supervisors needs a qualified firm or individual to provide environmental engineering services for work related to the environmental assessment update and reevaluation of the Ridge Road Project. The project is expected, based on market research, to cost below the \$250,000.00 Simplified Acquisition Threshold.

Requirements: The Board of Supervisors defines the requirements of the person or firm providing engineering services as follows:

Functions to Be Performed:

The scope of work includes, but is not limited to the following:

1. Update and Reevaluate Wetlands
2. Update and Reevaluate Archaeological
3. Update and Reevaluate Threatened & Endangered Species
4. Update and Reevaluate 4-F Lands

Performance Required:

The Functions will be performed timely and in a professional manner, coordinating with all County officials and with all agencies funding and charged with oversight of the environmental assessment update and reevaluation.

Essential Physical Characteristics:

The person or firm providing environmental engineering services shall meet all proper education, experience, and professional requirements to perform professional environmental engineering services and adequate staff to support and complete the projects within the contract time.

Market Research:

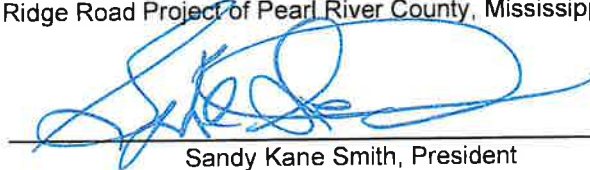
It is the policy of Pearl River County to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law. The Board of Supervisors prohibits any such discrimination or harassment. No person is excluded from any program, denied participation in any activity, or denied employment or any service.

on the basis of race, color, national origin, sex sexual orientation, gender identity, age language barriers or disabilities as protected by nondiscrimination laws such as Title VI.

It is the policy of the Board of Supervisors to consider all qualified individuals.

Staff of Pearl River County conducted market research to identify qualified persons and firms having the physical characteristics and capable of performing the functions identified. Attention was given to persons and firms experienced in environmental engineering for local governments in Mississippi and having adequate capacity to meet the performance requirements. The following environmental engineering firms were identified and considered: F.C.E. Engineering, LLC, Neel Schafer Inc., and EarthCon Consultants, Inc. All these firms were deemed to have adequate qualifications, experience, and capacity for the project, but F.C.E. Engineering, LLC was demonstrated to have specific experience in the County of Pearl River, and specifically in the environmental engineering services required for this project. Therefore, the Board recommends the selection of F.C.E. Engineering, LLC to provide environmental engineering services for work related to the update and reevaluation of environmental assessment.

On motion by Supervisor Perry, seconded by Supervisor Spence, and unanimous approval at the meeting of the Board of Supervisors of Pearl River County, Mississippi held on the 3rd day of July, 2023, F.C.E Engineering, LLC was selected under the Simplified Acquisition Procedures to provide environmental engineering services for work related to the update and reevaluation of the environmental assessment of the Ridge Road Project of Pearl River County, Mississippi.



Sandy Kane Smith, President

Melinda Smith Bowman, Chancery Clerk

SANDY KANE SMITH
President, District Five
HUDSON HOLLIDAY
Vice-President, District Three
DONALD HART
District One



MALCOLM PERRY
District Two
JASON SPENCE
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MELINDA BOWMAN
Clerk of Board

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

Pearl River County
P.O. Box 569
Poplarville, Mississippi 39470

July 3, 2023

Stephen Rone
Consultant Services Director
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215

REFERENCE: ENVIRONMENTAL CONSULTANT SELECTION
STP-0055-00(040)/105201-701000

Dear Mr. Rone,

With this letter the Pearl River County Board of Supervisors (LPA) is requesting to use the Small Purchase Procedures as outlined in the Local Public Agency Consultant Operating Procedures for Professional Services, Section 2.2.1 Small Purchase Procedures.

The LPA has considered (3) three qualified environmental firms F.C.E. Engineering, LLC., Neel-Schaffer, Inc., and EarthCon Consultants, Inc. By our internal selection process, we have selected F.C.E. Engineering, LLC. as our Professional Environmental Services Consultant for environmental engineering services to assist us with the environmental assessment update and reevaluation of this Project. The total costs for these services that will be utilizing federal funds for the Consultant selected are estimated to be less than the Federal Simplified Acquisition Threshold.

Thank you for your time and consideration. Please call me at 601-798-9770 if you have any questions, concerns, or comments.

Sincerely,

Sandy Kane Smith, President
Pearl River County Board of Supervisors

cc: State LPA Engineer
LPA District Coordinator
LPA Assistant District Coordinator

Lee Frederick, PE
David Seyfarth, PE
Chuck Starita, PE



June 27, 2023

Sandy Kane Smith,
President, PRCBOS
Pearl River County
P. O. Box 569
Poplarville, MS 39470

Re: Site Development Project
Industrial Park
Pearl River County, MS

Dear Mr. Smith:

Dungan Engineering, P.A. is pleased to offer professional services to Pearl River County, MS for the engineering work associated with the Industrial Park Site Development Project. This work will be performed by Dungan Engineering, P.A. personnel and/or its subconsultants. I am pleased to provide the letter of agreement for engineering services based on a percentage of the final construction cost as defined in Section V below. A summary of the services provided by Dungan Engineering, P.A. for this project is listed below:

I. Preliminary Design, Environmental Clearance Approval & Final Design Engineering Phase

Dungan Engineering, P.A. will provide all preliminary engineering services necessary for obtaining approvals and clearances from clearing house agencies for the Industrial Park Site Development Project. Dungan Engineering, PA shall provide final engineering necessary for the development of the construction drawings, details, and specifications for the Industrial Park Site Development Project. Dungan Engineering, PA shall prepare and furnish to the County a cost estimate of all work included in the completed drawings, specifications, and contract documents. It should be noted that it is the intent of this project to perform all work under a compilation of construction projects where individual specialty contractors are utilized to complete the desired improvements. Please see the attached budget outlining the multiple phases of the work planned.

II. Construction Phase Engineering

Dungan Engineering, P.A. will solicit bids and administer the construction contract for the various elements of work. Dungan Engineering, P.A. will provide construction observation during all phases of the construction contract. These construction observations will be necessary to ensure quality of work and to maintain detailed records of the quantities of materials used by the Contractor.

Dungan Engineering, PA shall act in a general advisory and consulting capacity to the County throughout the construction period and shall:

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P (601) 731-2600 | F (601) 736-6501

- Make periodic visits to the site of the work to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.
- Make or assist the County in making all reports required by any State or Federal Agency relating to the project.
- Be available to the Contractor and the County for interpretation of drawings, specifications, and contract documents and prepare construction change orders as they are required for the proper execution of the work.
- Review shop drawings, diagrams, illustrations, catalog data, samples, the results of tests and inspections, and other compliance with the information given in the contract documents.
- Based on his review of the Contractor's applications for payment and supporting data, determine the amounts owing to the Contractor and approve in writing payment to the Contractor in such amounts.
- Conduct, in company with the County, a final inspection of the Project for compliance with the information given in the contract documents and approve in writing final payment to the Contractor.
- Dungan Engineering, PA shall not be responsible for the methods and means employed by the Contractor in the performance of the construction work. Further, Dungan Engineering, PA shall not be responsible for the safety of the workmen and others who might be injured during construction work by the Contractor, or for property which may be damaged; his obligation under this section of the Contract being limited to the making of periodic observations and reports to the City concerning the compliance of the completed construction work with the contract documents.

III. Material Testing Phase

Dungan Engineering, PA shall provide certified materials testing technicians that will develop and implement a QA/QC program to ensure that materials and workmanship the Contractor provides meets the specifications as outlined the Contract Documents.

Dungan Engineering, PA shall be responsible for all field sampling and job control acceptance testing. Material testing may be accomplished by using Dungan Engineering, PA's own forces and equipment or by subcontracting the work to an outside laboratory. Whether Dungan Engineering, PA provides its own laboratory or subcontracts the work to a Sub-Consultant for field sampling and job control acceptance testing, the laboratory shall STATE AID or MDOT approved/certified.

IV. Additional Services

When authorized in writing by the County, Dungan Engineering, PA shall furnish or obtain from others additional services not otherwise specifically provided for in Item I through Item IV. These services shall include but not be limited to the following:

Prepare changes in design or perform other services resulting from substantial changes being made in the general scope of the project.

Obtain USACE/CORPS and or MDEQ permits required for the construction. The ultimate determination on permit requirements shall be the responsibility of the USACE/CORPS and or MDEQ.

Prepare revisions of studies, reports, design documents, drawings, or specifications which have been previously approved by the County.

Provide additional or extended services during construction caused by fire, storm, work stoppages, or other prolongation of the contract time, acceleration of work schedule beyond Dungan Engineering's established office working hours, or the Contractor's default due to delinquency or insolvency.

Prepare for and give testimony as an expert witness or make any other appearance on behalf of the County before governmental, quasi-governmental, or civic bodies in connection with proceedings involving the project.

V. Professional Fees

Dungan Engineering, P.A. proposes to provide all necessary engineering and drafting services, as outlined above, based on the following percentage of Construction Cost per final Construction Cost (See Attached Budget):

▪	Part I. Preliminary Design, Environmental Clearance Approval	
▪	& Final Design Engineering Phase	7% Construction Cost
▪	Part II. Construction Phase Engineering	4% Construction Cost
▪	Part III. Construction Phase Material Testing Phase	<u>1% Construction Cost</u>
▪	Total:	12% Construction Cost

In the event that funding is not received, and a construction project is not awarded then fees shall be based on an hourly rate for the time and expenses occurred. If the project is suspended for more than six months or abandoned in whole or in part Dungan Engineering, PA shall be paid compensation for services performed prior to receipt of written notice from the County of such suspension or abandonment, together with reimbursable expenses then due based on an hourly rate for the time and expenses occurred. Hourly rates shall be based on the attached fee schedule.

017

We would expect to start our services immediately after receipt of written confirmation that you had accepted our proposal. We intend to perform this work in accordance with generally accepted engineering and surveying principles.

If you accept this proposal, please execute both copies of this Letter of Agreement and return one (1) to our office. This letter of agreement is subject to the attached thirty (30) "General Terms and Conditions".

Thanks again for your consideration. We look forward to working with you on this project. If you have any questions or comments, please call me.

Sincerely,

H. Les Dungan III, P.E., P.L.S.
County Engineer

Accepted By 
President, PRCBOS

Enclosures



2019 SCHEDULE OF HOURLY RATES

Professional Services (Engineering)

Principal Engineer (When Applicable).....	\$200.00/Hr.
Professional Engineer	\$150.00/Hr.
Engineer (E.I.)	\$110.00/Hr.
Senior Engineering Technician	\$105.00/Hr.
Engineering Technician II	\$95.00/Hr.
Engineering Technician I.....	\$85.00/Hr.
Construction Inspector.....	\$75.00/Hr.

Professional Services (Surveying & Mapping - Office)

Survey Manager (P.L.S.)	\$150.00/Hr.
Professional Land Surveyor (P.L.S.)	\$150.00/Hr.

Professional Services (Surveying & Mapping - Field)

Survey Crew	\$180.00/Hr.
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Overhead Powerline Staking

Sr. Engineering/Staking Technician	\$97.60/Hr.
Engineering/Staking Technician I	\$75.88/Hr.
Staking Crew (2 Person).....	\$142.00/Hr.
Staking Crew (3 Person).....	\$163.50/Hr.
CAD Technician	\$73.68/Hr.
Engineer.....	\$142.00/Hr.
Survey Instrument/Rodman	\$54.50/Hr.

Testing

Construction Materials Testing Engineer (Registered Engineer)	\$150.00/Hr.
Construction Materials Testing Laboratory Manager	\$135.00/Hr.
Construction Materials Senior Testing Technician.....	\$95.00/Hr.
Construction Materials Testing Technician	\$75.00/Hr.

- Rates are based on an 8 hour work day - 40 hour work week.
- All OVERTIME will be charged at 1.5 times the above quoted rates.
- Travel Time and Mileage Shall Be Billed both to and from Destination.
- Site specific safety and hazardous material training and equipment are client reimbursable at actual cost.
- Per Diem for overnight assignments – dependent on geographic location (\$80.00 min)
- Mileage will be billed at \$0.58 per mile.
- Sub-Consultants will be billed at cost plus 12%.

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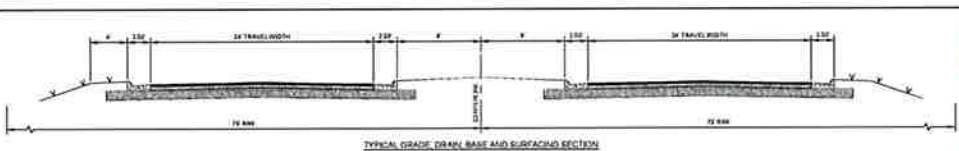
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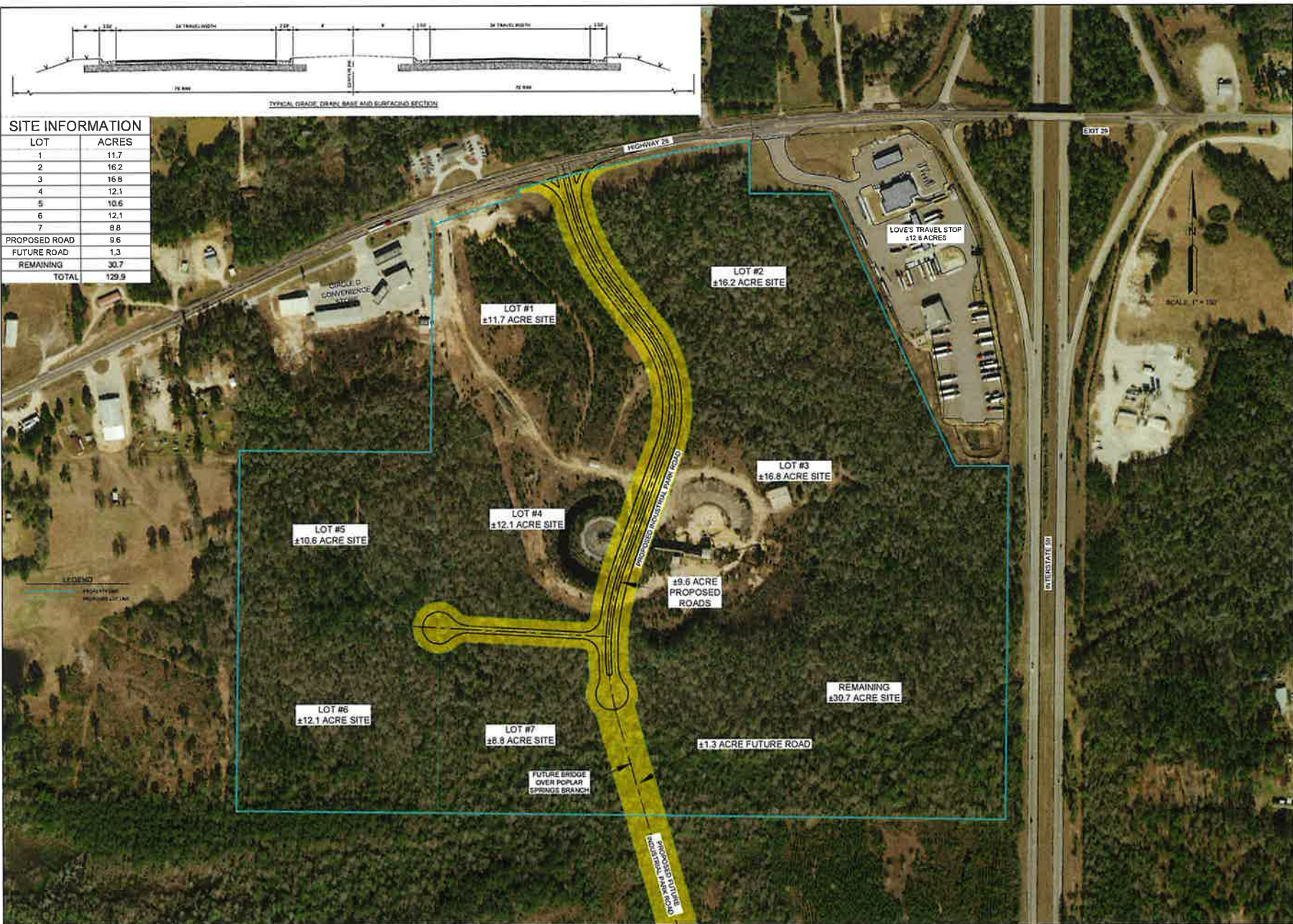


1574 Highway 98 East
Columbia, MS 39429
Phone (601) 731-2600
www.dunganeng.com

OPINION OF PROBABLE PROJECT COST INDUSTRIAL PARK HIGHWAY 26 PEARL RIVER COUNTY, MISSISSIPPI JUNE 2023				
CONSTRUCTION ITEMS				
SITE DEVELOPMENT				
Description	Unit	Quantity	Unit Price	Total Price
Phase I				
Brush Removal (Hwy 26, I-59 and Boundary)	Acre	20	\$5,000.00	\$ 100,000.00
SUB-TOTAL PHASE I				\$ 100,000.00
Phase II				
Mobilization	LS	1	\$100,000.00	\$ 100,000.00
General Site Grading	C.Y.	150,000	\$9.40	\$ 1,410,000.00
Access Road (Grading and Drainage)	L.S.	1	\$1,000,000.00	\$ 1,000,000.00
SUB-TOTAL PHASE I				\$2,510,000.00
Phase III				
Mobilization	LS	1	\$100,000.00	\$ 100,000.00
Land Scaping and Sign	LS	1	\$150,000.00	\$ 150,000.00
Utilities (Water and Sewer)	LS	1	\$250,000.00	\$ 250,000.00
Access Road (Base and Paving)	LS	1	\$750,000.00	\$ 750,000.00
Water Feature	LS	1	\$150,000.00	\$ 150,000.00
Recreation Area (Benches, Tables, Trail)	LS	1	\$100,000.00	\$ 100,000.00
SUB-TOTAL PHASE I				\$1,500,000.00
SUB-TOTAL CONSTRUCTION ITEMS				\$4,110,000.00
NON-CONSTRUCTION ITEMS				
Environment Consulting	LS	1	\$41,300.00	\$ 41,300.00
Wetlands Mitigation and Permitting (Access Rd.)	LS	1	\$150,000.00	\$ 150,000.00
Construction Contingencies				\$ 205,500.00
Design Phase Professional Services				\$ 287,700.00
Construction Phase Professional Services				\$ 205,500.00
TOTAL NON-CONSTRUCTION ITEMS				\$ 890,000.00
TOTAL PROJECT COST				\$5,000,000.00



SITE INFORMATION	
LOT	ACRES
1	11.7
2	16.2
3	16.8
4	12.1
5	10.6
6	12.1
7	8.8
PROPOSED ROAD	9.6
FUTURE ROAD	1.3
REMAINING	30.7
TOTAL	129.9



DUNGAN
ENGINEERING
1574 Highway 98 East Columbia, MS 39429
(1) 601-731-2600 (F) 601-736-6501

±130 ACRE INDUSTRIAL SITE
PEARL RIVER COUNTY BOARD OF SUPERVISORS
PEARL RIVER COUNTY, MISSISSIPPI

PROPERTY LAYOUT AND ROAD PLAN

Job No. 1715C612

Sheet No.

1

[illegible]

GENERAL TERMS AND CONDITIONS

1. **Relation Between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered onto any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
2. **Responsibility of the Engineer.** Engineer will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contracts to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the service of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Client. Engineer shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. They should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or

adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by the Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) on property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special,

incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client of the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

15. **Legal Proceedings.** In the Event's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding or inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such a proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive liability with maximum limits of \$500,000/\$1,000,000; automotive liability with maximum limits of \$50,000/\$500,000; and professional liability insurance with an annual limit of \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is sufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, or information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold

Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors, or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred in the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.
23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be done upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineers ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by contingency beyond their control including, but not limited to, acts of God, wars, strikes, walkouts fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory, or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Amendment.** This Agreement shall not be subject to amendment unless other instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with

respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

30. **Design without Construction Phase Services.** Should Client provide Construction Phase services with either Client's representatives or a third party, Engineer's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase.

It is understood and agreed that if Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by Client, then Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the Engineer that may be in any way connected thereto.

ORDER TO APPROVE IT DIRECTOR'S AGENDA ITEM

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

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 the following IT Director's Agenda Item as listed with attachments:

- A. President to sign Acceptance of Managed IT Services Agreement between Communication and Technology Industries, Inc. ("CommTech") and Pearl River County on the recommendation of IT Director.

Ordered and adopted, this the 3rd day of July, 2023.

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

Voting NAY: None



June 27, 2023

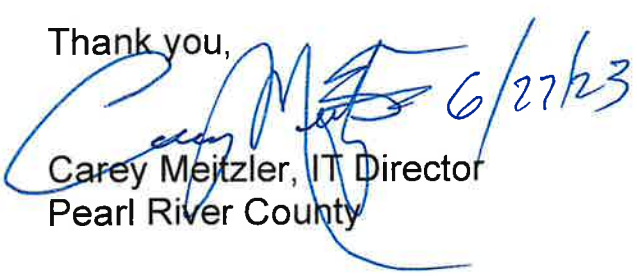
To: The Honorable Board of Supervisors of Pearl River County, Mississippi.

Per the board's approval last fall to look at our IT support services for phone support, firewalls, and WAN, the findings are that we can move our services to Commtech Industries for a significant savings.

There will be a \$4,700.00 investment to make the swap; in essence the first year savings are \$820.38 per month and then it will be \$1,212.05 per month after than if we look at the initial investment spread out over the first year.

I recommend, based on the attached documents and our research and negotiations, to move forward with CommTech.

Thank you,


Carey Meitzler, IT Director
Pearl River County

Quoted To:

Pearl River County
Sandy Kane-Smith
200 South Main Street
Poplarville, MS 39470
United States

Prepared By:

Christi Burris
Inside Sales Support
Representative
cburris@commtech.com
504-200-1328

Phone (601) 403-2300
Fax

• CommTech Confidential •

This document contains information based on experience and know how developed by CommTech and is considered to be confidential. It may not be distributed or shared without the prior written consent of CommTech.
Quote is valid until 6/30/2023.

Description	Unit Price	Qty	Ext. Price
Fortinet Refresh			
■ Configuration & Remote Installation Support - See attached scope of work	\$4,500.00	1	\$4,500.00
Subtotal			\$4,500.00
Tax			\$0.00
Shipping			\$0.00
Grand Total			\$4,500.00

Quoted prices do not include shipping, taxes or travel & expenses associated with any implementation support. Quote is valid until 6/30/2023. Invoices are payable upon receipt. Invoice will be sent upon receipt of order. For orders over \$10,000, a 50% deposit is required. Client shall be responsible for any and all taxes that may be imposed by federal, state or local taxation authorities on products or services rendered by CommTech. Interest will be charged at one and one-half percent (1.5%) per month on any unpaid balance beginning with the thirty-first (31st) day. CommTech will not be responsible for any loss or damage to equipment once it has been delivered to Client's location.

This Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Louisiana. No claim, demand, action, proceeding, arbitration, litigation, hearing, motion or lawsuit arising here from or with respect hereto shall be commenced or prosecuted by either Party in any jurisdiction other than in the Parish of Jefferson, State of Louisiana. CommTech shall not be liable for any special or consequential damages (including, but not limited to, lost profits), or for loss or damage directly or indirectly arising from Client's inability to use the system either separately or in combination with any other equipment. Client must give CommTech written notice in reasonable detail for any claim of a breach of this agreement by CommTech and allow CommTech a reasonable time to remedy any default. The maximum cumulative and aggregate liability of CommTech to Client for all claims arising under or related in any way to this purchase from any cause whatsoever shall be limited to the amounts paid by Client to CommTech relating to this quote. If any legal action or other proceeding is brought by either Party for the enforcement of this Agreement, prevailing Party shall be entitled to recover reasonable attorney fees and other costs incurred with such action or proceeding.

The Client grants to CommTech a security interest in the installed equipment until such time as all unpaid balances have been fully paid. Client agrees and consents to CommTech filing a UCC-1 Financing Statement for the perfection of said security interest without the signature of Client. This sale is a net sale and Client acknowledges its obligation to pay all sums payable hereunder shall be absolute, and not subject to any setoff alleged to be due to any claim which Client may have against CommTech or any other person for any reason whatsoever.

ANY CLAIM OR CAUSE OF ACTION BY ONE PARTY AGAINST THE OTHER PARTY SHALL BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE THE CLAIM OR CAUSE OF ACTION AROSE, OR THE CLAIM OR CAUSE OF ACTION IS EXPRESSLY WAIVED, PROVIDED THAT THE LIMITATION OF ACTION HEREIN SET FORTH SHALL NOT APPLY TO ANY CLAIM BY COMMTECH AGAINST CLIENT FOR MONEY DUE AND OWING.

Acceptance

030

Pearl River County

Signature

SANDY KANE SMITH

Printed Name

PRESIDENT

Title

7-3-2023

Date Accepted

Business Information

Proposal Date	Project Name
2023-06-16	Fortinet Refresh
Prepared By	Customer Name
ptomis@commtech.com	Pearl River County
Prepared For	Site Name
Carey Meitzler	Poplarville, Millard, Barn, Picayune, EOC

Project Description

Project Type	Project Status	Desired Completion Date
Network	Upgrade to existing	
Project Purpose		
Replace current firewalls with new hardware and configure with SD-WAN features to maximize the value of the internet and metro-e circuits PRC has.		
Stakeholders		
CommTech, Pearl River County IT		
Project Scope		
<u>In Scope:</u> <i>The following services will be completed and were used to determine the proposed implementation fee.</i>		
<u>Configuration</u>		
- Firewall Configuration to include: - Migration of existing access policies and vpn tunnels - Configuration of Web Filter, DNS Filter, Gateway AV, Application Control and Intrusion Prevention security Profiles - SD-WAN and interface preferences		
<u>Remote Installation Support</u>		
Remote Support to guide local IT resources through the swap and support for immediate critical issues that arise following		
<u>Out of Scope:</u> <i>Additional services not covered by this SOW are considered Out-of-Scope and would be subject to additional fees depending on the services requested. The following services (but not limited to) are listed below. Time & Material (T&M) rates will be charged for out-of-scope work and are billable in fifteen minute increments.</i>		
Any work to be performed outside of normal working hours, Monday through Friday 8am to 5pm		

CommTech Confidential

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- Support for any issues arising once acceptance criteria of the project is met.
- All work is to be performed remote, any requested trips to site will incur additional fees

Project Information

Approach

Equipment will first be shipped to CommTech office where we will configure them to be ready for a seamless install. Once the devices are ready, we will ship to Pearl River County IT personnel along with instructions for a swap. We will follow up to schedule days and times for the swap in the different locations. Upon install, PRC IT personnel will contact a designated Engineer at CommTech to double-check traffic and verify that all is operating as expected.

Assumptions

- All work is to be completed Monday to Friday, 8am to 5pm
- This project will not require an onsite presence by CommTech personnel

Risks

- Some applications and websites may not work properly due to enhanced security suite configuration.

Client Responsibilities

Prior to Service Delivery: *The following information will be needed within ten (10) business days prior to the scheduled date. This includes (but not limited to) the following:*

- CommTech will need to maintain the same administrative access to PRC servers so that we may reference the existing firewalls for our configuration.

During Service Delivery: *The Customer is responsible for the following as appropriate to the service being delivered:*

- Scheduled downtime for each site to swap in the new firewall.

Acceptance Criteria

Old firewall removed from each site and all WAN traffic passing through the newly installed units.

CommTech Confidential

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Quoted To:

Pearl River County
Sandy Kane-Smith
200 South Main Street
Poplarville, MS 39470
United States

Phone (601) 403-2300
Fax

Prepared By:

Christi Burris
Inside Sales Support
Representative
cburris@commtech.com
504-200-1328

• CommTech Confidential •

This document contains information based on experience and know how developed by CommTech and is considered to be confidential. It may not be distributed or shared without the prior written consent of CommTech.

Quote is valid until 6/30/2023.

Description	Unit Price	Qty	Ext. Price
HWaaS - Per month for 36 months			
■ Fortinet FortiGate 100F Network Security/Firewall Appliance	\$83.00	1	\$83.00
	<i>(First Monthly Payment) \$83.00 billed Monthly</i>		
■ Fortinet FortiCare Enterprise Protection Bundle for FG-100F - 3 Year - Service - 24 x 7 - Service Depot - Exchange - Parts	\$258.00	1	\$258.00
	<i>(First Monthly Payment) \$258.00 billed Monthly</i>		
■ Fortinet FortiGate 60F Network Security/Firewall Appliance	\$21.00	4	\$84.00
	<i>(First Monthly Payment) \$84.00 billed Monthly</i>		
■ Fortinet FortiCare Enterprise Protection Bundle for FG-60F - 3 Year - Service - 24 x 7 - Service Depot - Exchange - Parts	\$65.00	4	\$260.00
	<i>(First Monthly Payment) \$260.00 billed Monthly</i>		

Pearl River County will own the hardware at the end of 36 month term

Subtotal		\$685.00
Tax		\$0.00
Shipping		\$0.00
Grand Total		\$685.00

Recurring Amounts:

\$685.00 Billed Monthly

Quoted prices do not include shipping, taxes or travel & expenses associated with any implementation support. Quote is valid until 6/30/2023. Invoices are payable upon receipt. Invoice will be sent upon receipt of order. For orders over \$10,000, a 50% deposit is required. Client shall be responsible for any and all taxes that may be imposed by federal, state or local taxation authorities on products or services rendered by CommTech. Interest will be charged at one and one-half percent (1.5%) per month on any unpaid balance beginning with the thirty-first (31st) day. CommTech will not be responsible for any loss or damage to equipment once it has been delivered to Client's location.

This Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Louisiana. No claim, demand, action, proceeding, arbitration, litigation, hearing, motion or lawsuit arising here from or with respect hereto shall be commenced or prosecuted by either Party in any jurisdiction other than in the Parish of Jefferson, State of Louisiana. CommTech shall not be liable for any special or consequential damages (including, but not limited to, lost profits), or for loss or damage directly or indirectly arising from Client's inability to use the system either separately or in combination with any other equipment. Client must give CommTech written notice in reasonable detail for any claim of a breach of this

agreement by CommTech and allow CommTech a reasonable time to remedy any default. The maximum cumulative and aggregate liability of CommTech to Client for all claims arising under or related in any way to this purchase from any cause whatsoever shall be limited to the amounts paid by Client to CommTech relating to this quote. If any legal action or other proceeding is brought by either Party for the enforcement of this Agreement, prevailing Party shall be entitled to recover reasonable attorney fees and other costs incurred with such action or proceeding.

The Client grants to CommTech a security interest in the installed equipment until such time as all unpaid balances have been fully paid. Client agrees and consents to CommTech filing a UCC-1 Financing Statement for the perfection of said security interest without the signature of Client. This sale is a net sale and Client acknowledges its obligation to pay all sums payable hereunder shall be absolute, and not subject to any setoff alleged to be due to any claim which Client may have against CommTech or any other person for any reason whatsoever.

ANY CLAIM OR CAUSE OF ACTION BY ONE PARTY AGAINST THE OTHER PARTY SHALL BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE THE CLAIM OR CAUSE OF ACTION AROSE, OR THE CLAIM OR CAUSE OF ACTION IS EXPRESSLY WAIVED, PROVIDED THAT THE LIMITATION OF ACTION HEREIN SET FORTH SHALL NOT APPLY TO ANY CLAIM BY COMMTECH AGAINST CLIENT FOR MONEY DUE AND OWING.

Acceptance

Pearl River County


Signature

SANDY KANE SMITH
Printed Name

PRESIDENT
Title

7-3-2023
Date Accepted

CommTech Managed IT Solutions

A recommendation for



June 27, 2023

Submitted to:
Carey Meitzler

Prepared by:
Doug Vernotzy, Business Development
William Dudley, Director of Operations
Nicholas Michler, Service Delivery Manager
Bridget Juelich, Sales and Marketing Manager
Katie Corca, Customer Success Manager
Christi Burris, Purchasing & Sales Assistant



3240 S. I-10 Service Road
Metairie, LA 70001
504.200.1300



3240 S. I-10 Service Road, Suite 300
Metairie, LA 70001
504.200.1300

June 27, 2023

Carey Meitzler
Pearl River County Government
200 South Main St
Poplarville, MS 39470

Dear Carey Meitzler,

What follows is our solution for comprehensive IT operations support and management for Pearl River County Government which is what we call Complete IT. We have included our executive summary and proposal to fully manage your environment. It is important to note, that while you are under our management, we are responsible for supporting your environment. We will do whatever it takes to solve the problem to help ensure your business remains a success.

With that in mind, we also have recommended that our engineering staff conduct a comprehensive audit of your existing systems, as there seems to be some uncertainty in your current infrastructure as to what is currently performing, versus what is inactive or has yet to be implemented. In completing this audit, we will have a substantial knowledge base that will not only allow CommTech to better support your IT requirements, but also have a definitive consultative plan for future growth.

We recognize that uptime and accessibility is paramount for your organization in order to serve your clients. Our team of engineers and service technicians will work to fortify your technology environment, enable a streamlined and secure network, and ensure that the day-to-day user issues are handled in a timely, professional manner. In conjunction with our ongoing communication and technical account management, CommTech will allow your technology to be an enabler for business growth, not an obstacle.

We are excited about the prospect of this partnership and feel that Pearl River County Government meets all of CommTech's criteria for a business that will benefit most from Complete IT. We will help you maximize your effectiveness and continue to grow both your business and reputation. Together, we want to win! We are passionate about doing whatever it takes to ensure a long-term, successful partnership.

We look forward to moving through the next steps!

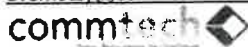
Please let me know if you have any questions or need any additional information.

Sincerely,

Doug Vernotzy

Phone and Fax: 504.200.1351

dvernotzy@commtech.com | www.commtech.com



Complete ITessentials Program Outline:

Complete ITe - Managed IT Services	Cost
CommTech's Managed IT Services programs are based on the size and configuration of the client network. This proposal is based on the following configuration and list of devices to be managed: ◆ 05 Firewalls ◆ 40 Switches ◆ 60 Access Points ◆ 05 Business Network Sites/Locations ◆ 00 Hosted Line of Business Applications ◆ 00 Hosted Email Environments ◆ 41 Advanced Network Nodes ◆ 00 Mobile Devices ◆ 01 IT Documentation Users ◆ 00 Security Users ◆ 00 Security Endpoint ◆ 00 Network Security Users ◆ 00 Software deployment users ◆ 00 Image and Deployment devices Program capabilities: *Programs underneath are based on the above counts. If the count above is 0, the corresponding capability below is not being used but can be added at any point during the term contract. Unlimited Remote Support ◆ Remote support and administration for firewalls, routers, data switches, and access points ◆ Remote administration and monitoring for advanced network nodes via Auvik Remote Monitoring and Management ◆ IT network asset and inventory reporting ◆ Remote support software for use by support and/or client. ◆ Proprietary alerting engine that collates and prioritizes tickets. ◆ Proactive patch testing, management, and deployment of network firmware and patches ◆ Policy-based automation to schedule to tasks and see results. ◆ Performance monitoring for switches, firewalls, and access points. Advanced DNS Protection and Security ◆ DNS-layer security to provide unprecedented insight into malicious domains, IPs, and URLs. ◆ Real-time context and reporting on malware, phishing, botnets, trojans and other threats. ◆ Content filtering for consistency across multiple sites and mobile environments. Proactive processes, account management, and communications ◆ Help Desk w/central point of contact and incident tracking ◆ Conduct monthly status meetings via teleconference ◆ Monthly e-mailed IT performance & health report ◆ Access to KPI dashboards and reports. ◆ Automation tools for change management and discovery. ◆ Access to IT documentation and procedures. ◆ Annual network vulnerability and penetration scan ◆ Annual planning, strategy, and review meetings via teleconference Advanced Network Performance Monitoring ◆ Rich reports and diagrams to determine network bottlenecks ◆ Backup firewall and switch configurations. ◆ Real-time network mapping and analysis	\$2040 per month

Mobile Device Management

- ◆ Remote wipe capabilities
- ◆ Policy and application management capabilities

Network Security

- ◆ SIEM platform combining innovative automation technology with optimized dashboard visuals that accelerates incident response and remediation.
- ◆ Monitored by full Security Operations Center 24x7.
- ◆ Generate reports and threat outlines for compliance standards: HIPAA, PCI, and NIST-800

Complete ITessentials Program:

Onboarding and Support Milestones:	
Onboarding/Start - Initial remote implementation of monitoring, remote access, security tools, and other onboarding procedures ◆ Kickoff Call ○ Information gathering, process descriptions, welcome emails, and scheduling ◆ Onboarding ○ Roll out tools and services outlined above. ○ Comprehensive discovery and documentation of processes and infrastructure ◆ Finalize ○ Execution Calls Scheduled ○ Semi-Annuals, Visits, DR Testing, and Audits scheduled ○ Executive Reports, Portals, Chat Client, and Dashboards in place. ○ Transition and turnover from existing IT support First Month – Support begins ◆ Initialization of any planned on-site visits or support ◆ Execution calls begin Third Month – 90-day Review ◆ Review and alignment of current support. ◆ Presentation of initial IT roadmap. Semi-Annual – Business Review ◆ Review meeting to present IT support metrics and performance ○ Ensure alignment of IT objectives with business objectives	\$2040 one time
Incremental Services:	
◆ User/Desktop support beyond initial count	\$35/desktop/mo.
◆ Server support beyond initial count:	\$100/server/mo.
◆ Business location:	\$100/location/mo.
◆ Multi-Factor users beyond initial count:	\$3/user/mo.
◆ IT Documentation users beyond initial count:	\$5/user/mo.
◆ Advanced network monitoring node beyond initial count:	\$20/node/mo.
◆ End user domain (or 500 users) beyond initial count:	\$50/domain/mo.
◆ CloudSync users beyond initial count:	\$10/user/mo.
◆ Backup servers (up to 1 TB) beyond initial count:	\$30/server/mo.
◆ Backup server storage beyond 1 TB allocated per server	\$30/TB/mo.
◆ Imaging and deployment devices beyond initial count	\$40/desktop/mo.
◆ Mobile device managed beyond initial count:	\$10/device/mo.
◆ Endpoint Security beyond initial count	\$5/endpoint/mo.
◆ Network Security users beyond initial count:	\$34/user/mo.
◆ Imaging device license beyond initial count:	\$35/device/mo.
◆ Software deployment license (per admin) beyond initial account:	\$50/admin/mo.
◆ Azure compute for backup Business Continuity	Microsoft Pricing
Service Notes:	
◆ All required and requested onsite support will be via Time and Materials based on Managed Services Agreement rates or other 3 rd party support options.	

- ◆ After hours support provided for emergency or business impacting services. If the issue is deemed not to be business-impacting, the support may be billed outside of the contract at after-hours x1 ½ rates.
- ◆ New equipment, services, software, or upgrades that are required to be installed or configured, regardless of who purchased the equipment, will be billed via Time and Materials based on Managed Services Agreement rates or other 3rd party support options unless otherwise agreed upon.

Fixed fee reduced rates for projects and detailed scopes will typically be supplied in advance for purchases through CommTech.

Acceptance of Managed IT Services Agreement:

Thank you for selecting CommTech! We are committed to providing you the best IT support and management services. This Managed IT Services Agreement (the "Agreement"), is made and entered into by and between Communication and Technology Industries, Inc., ("CommTech"), with its principal place of business located at 3240 S. I-10 Service Road, Suite 300, Metairie, LA 70001, and Pearl river County, (the "Client"), with its principal place of business located at 200 South Main St Poplarville, MS 39470, the parties being hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties", and is effective as of the date it is accepted by CommTech (the "Effective Date").

Sandy Kane Smith

Signed By Board Supervisor President of Pearl River County

SANDY KANE SMITH

Printed Name

Title

Date Accepted

PRESIDENT

7-3-2023

CommTech

Signed By

Printed Name

Title

Date Accepted (Effective Date)

SECTION 1. PURPOSE OF THE MANAGED SERVICES AGREEMENT

This Agreement establishes an open engagement between the Parties to facilitate timely response to Client's technology needs. It defines the Services provided by CommTech, the processes used by the Client, and terms and conditions governing the relationship between the Parties.

SECTION 2. GENERAL DESCRIPTION OF COMMTECH'S MANAGED IT SERVICE OFFERINGS

The Services provided by CommTech include a broad spectrum of information technology services including consulting, design, project management, systems integration, systems configuration and administration, management of communications and network systems, database and network administration, and outsourcing.

These services are provided according to this Agreement and to the billing rates described below in Section 10, Billing and Payment Terms.

2.1. CommTech Managed IT Services

CommTech's Managed IT Services is a comprehensive program including monitoring, management, and support of complete business IT systems. Included services are indicated by the selected program details and costs outlined in this proposal.

2.2. Project or Other Services

Planned projects and other ongoing operational services are addressed with individual Project Services and Product proposals to this agreement. Project Services and/or Product proposals outline the items, scope, objectives and cost estimates for the proposed solutions. These are presented to Client's Primary Contact for approval.

2.3. Requesting Support and Response Objective

All service requests will be logged and tracked by CommTech's customer support systems. All incident response objectives are as designated by their Priority. All Priority 1 and 2 incidents include 24-hour response. All other priority requests will be responded to within business hours (8am-5pm M-F, non-Holiday).

Incident Priorities	Description	Response Objective
Priority 1	Emergency-Network or Critical Server outage affecting the entire organization. Critical issue affecting many users, i.e. Users cannot work, or are severely impacted.	2 Hours
Priority 2	Intermediate-User can perform work, but a specific application or network service is not available, and work is significantly impaired.	4 Hours
Priority 3	Moderate-A particular user or network function is not working; but, there is not a significant work impact.	8 Hours

Priority 4	Normal-Request for informational updates, software installation or modifications. Minimal to no work impact.	24 Hours
Priority 5	Informational-Request for information only.	48 Hours

SECTION 3. WARRANTIES

CommTech warrants that the services provided under this Agreement will be of a professional quality conforming to generally accepted industry standards for a period of six (6) months from the completion of such services. For services not performed as warranted, CommTech will, at its discretion, either perform the services again or refund the relevant fees for such deficient services.

CommTech does not warrant third party products and/or materials sold by CommTech to Client or procured by CommTech on behalf of Client, provided that CommTech will pass through and/or assign to Client all available manufacturer's warranties relating thereto and render reasonable assistance to Client in the enforcement thereof.

THE WARRANTIES REFERRED TO IN THIS PARAGRAPH CONSTITUTE COMMTECH'S ONLY WARRANTIES IN RELATION TO THE SERVICES AND PRODUCTS AND/OR MATERIALS AND COMMTECH MAKES NO OTHER WARRANTIES WITH REGARD TO THE SERVICES OR ANY PRODUCTS SUPPLIED IN CONNECTION WITH THE SERVICES AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 4. INDEMNIFICATION

Notwithstanding any other provision of this Agreement to the contrary, Client will indemnify, reimburse, protect, defend, and hold harmless CommTech, its directors, officers, and employees from, against, and with respect to any and all damages, claims, demands, actions, suits, proceedings, liabilities, obligations (whether in contract, quasi-contract or tort), losses, damages, assessments, judgments, costs, and expenses (including, without limitation, attorney's fees and investigation fees), of any kind or character, arising out of, incident to, attributable to, or otherwise related to the acts or omissions of Client or Client's employees, agents, contractors, or other persons under Client's control or direction, and any third party claim brought against CommTech based on alleged defects in services and/or products or based on CommTech's acts or omissions related to the provision of services and/or products to Client unless such acts or omissions are adjudged to be based on the willful misconduct or gross negligence of CommTech.

SECTION 5. LIMITATION OF LIABILITY

The maximum cumulative and aggregate liability of CommTech to Client for all claims arising under or related in any way to the Agreement from any cause whatsoever shall be limited to the services fees paid by Client to CommTech relating to any specific deficient services performed during the twelve (12) months preceding the claim.

Except as provided in Section 4, neither CommTech or Client shall be liable for any indirect, incidental, special, or consequential damages, whether in an action in contract or tort (including negligence and strict liability) resulting from their respective performances or any failure to perform under this Agreement including, but not limited to, loss of anticipated profits or benefits, even if CommTech or Client have been advised of this possibility of such damages.

SECTION 6. CONFIDENTIAL INFORMATION, OWNERSHIP AND RESTRICTIVE COVENANTS

CommTech maintains and enforces employment and operations policies with an emphasis on the importance of confidentiality and the safeguarding of proprietary information that has been identified as such by Client. Likewise, Client shall treat all CommTech proposals and pricing data as confidential information and shall not disclose such information to any third-party without the written consent of CommTech. There may be occasions where additional, formalized confidentiality agreements may be desired by either Party and may be executed on a case-by-case basis.

SECTION 7. ASSIGNMENT OF PERSONNEL

It is CommTech's policy to assign or reassign the appropriate level of personnel to meet the Client's requirements in an effective and expeditious manner.

SECTION 8. CUSTOMER CONTACTS & NOTICES

Client authorizes the following individual(s), in addition to the Primary Contact, to contact CommTech to request services and support, particularly those that might incur additional charges:

NAME: CAREY MEITZLER
NAME: LAITH ALJABI
NAME: _____



Please check here if the PRIMARY CONTACT will provide an independent list of authorized contacts.

SECTION 9. SUBCONTRACTORS

CommTech reserves the right to use independent contractors, including without limitations affiliated companies, in the performance of any services conducted on behalf of the Client.

SECTION 10. BILLING AND PAYMENT TERMS

10.1 Service and Expense Billing

During the term of this Agreement, Client agrees to pay for the products and services provided at the rates set forth herein and in approved Project and Product proposals. Recurring and Managed IT services are invoiced in advance, at the beginning of the month of service. Terms are payment via ACH Debit on the date of invoice. Invoices are generated monthly for miscellaneous Project services and Product sales provided in the previous month and are payable via ACH Debit on the date of invoice. All pricing is based upon ACH Debit payment. Non-ACH payment terms are due upon receipt and will have a 4% payment processing fee. Interest will be charged at one and one-half percent (1.5%) per month on any unpaid balance beginning with the thirty-first (31st) day.

For onsite support and project services, time traveling to and from the client work site(s) is charged to Client at the appropriate role/hourly rate. Travel mileage to and from the work site(s) will be charged utilizing the business mileage rate published by the Internal Revenue Service in effect at the time the travel is incurred. Airfare, parking fees, roadway tolls, accommodations and/or miscellaneous expenses, when incurred, shall be billed to Client.

10.2 Billing Information and Primary Contact

Company	
Address	
Primary Contact	
Phone	
Fax	
Email	
Email (Invoice)	
Client PO No.	

Note: All invoices will be e-mailed to the above address.

10.3 Service Rates

All services performed under this agreement will be tracked on a time and materials basis. Services directly attributable to a Managed IT Services program will be applied toward that agreement.

ALL REMAINING OR OTHER SERVICES WILL BE INVOICED ACCORDING TO THE FOLLOWING HOURLY RATE STRUCTURE, UNLESS OTHERWISE STATED IN PROJECT PROPOSALS.

ALL AGREEMENT AND HOURLY RATES SHALL INCREASE AT A FOUR PERCENT (4%) ESCALATED RATE AT EACH ONE YEAR ANNIVERSARY OF THIS AGREEMENT.

Rate Structure (Hourly)

Position/Role	Project and Support Rate
Senior Consultant	\$202.00
Senior Engineer	\$177.00
Engineer	\$150.00
Technician	\$125.00

10.4 Overtime & Emergency Onsite Support

Professional services requested by the Client to be completed outside of normal business hours (8:00 am-5:00 pm M-F except for CommTech company holidays) or client requesting emergency onsite support, may be invoiced at the Emergency/After Hours Rate of 1.5 times the normal rate.

SECTION 11. GENERAL PROVISIONS

11.1. This Agreement and any applicable Addenda and Supplements are intended to be the sole and complete statement of obligations of the Parties with respect to the subject matter hereof, and supersedes any and all previous understandings, negotiations, and proposals. In the event there is a conflict between the terms of this Agreement and any other writing signed by the Parties, the terms of this Agreement shall control and prevail.

11.2. No waiver, alteration or modification of any provision hereof shall be binding unless in writing and signed by duly authorized representatives of both Parties.

11.3. All Proposals submitted to the Client for acceptance shall be valid for a period of no more than thirty (30) days.

11.4. Failure by either Party to exercise any right or remedy under this Agreement shall not constitute a waiver of such right or remedy.

11.5. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

11.6. This Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Louisiana. No claim, demand, action, proceeding, arbitration, litigation, hearing, motion, or lawsuit arising herefrom or with respect hereto shall be commenced or prosecuted by either Party in any jurisdiction other than in the Parish of Jefferson, State of Louisiana.

11.7. ANY CLAIM OR CAUSE OF ACTION BY ONE PARTY AGAINST THE OTHER PARTY SHALL BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE THE CLAIM OR CAUSE OF ACTION AROSE, OR THE CLAIM OR CAUSE OF ACTION IS EXPRESSLY WAIVED, PROVIDED THAT THE LIMITATION OF ACTION HEREIN SET FORTH SHALL NOT APPLY TO ANY CLAIM BY COMMTECH AGAINST CLIENT FOR MONEY DUE AND OWING.

11.8. Client shall be responsible for the payment or satisfaction of any and all taxes that may be imposed by federal, state, or local taxation authorities on the products and services rendered by CommTech to Client hereunder.

11.9. If any legal action or other proceeding is brought by either Party for the enforcement of this Agreement, prevailing Party shall be entitled to recover reasonable attorney fees and other costs incurred with such action or proceeding.

11.10. Force Majeure

CommTech's failure to perform any term or condition of this agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this agreement.

11.11. Employee Solicitation

If Client solicits for employment, hires and/or contracts with an employee or representative of CommTech during the term of our engagement or within twelve (12) months after the most recent invoice date, Client agrees to pay a fee within thirty (30) days of the retainer or employment date of such employee or representative an amount equal to the equivalent of fifty percent (50%) of employee's or representative's annual gross salary for the preceding year.

11.12. Agreement Term, Termination

The initial term ("Initial Term") of this Agreement shall end on the last day of the calendar month following three (3) year from the Effective Date, and this agreement shall automatically be extended one year then and at each Anniversary of the contract, unless either party gives the other ninety (90) days prior written notice of its intent not to renew this agreement. From time-to-time adjustments or modifications to this agreement may be necessary due to changes in Client's business or needs for service.

Client may terminate this Agreement by giving the other Party ninety (90) days written notice if CommTech:

1. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
2. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
3. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement

CommTech may terminate this agreement upon ninety (90) days written notice to Client.

Customer Responsibilities

Client must have a stable network meeting the minimum standards below in order to participate in CommTech's Managed IT Services program:

- ◆ High speed Internet access
- ◆ All Microsoft servers must have Windows 2012 or later with the latest patches, service packs and critical updates
- ◆ All Microsoft desktops must have Windows 10 or later with the latest patches, service packs and critical updates
- ◆ All software must be genuine, licensed and up to date
- ◆ Active, licensed, and up-to-date anti-virus solution
- ◆ Active, licensed, and up-to-date anti-spam solution
- ◆ Active and operational data back-up solution
- ◆ Firewall/Router
- ◆ If existing: Wireless network must be secured/encrypted
- ◆ LAN Infrastructure- It is required that the customer cabling infrastructure is sufficient to support industry standard 10/100/1000 Ethernet signaling; Category 5e cabling or higher.
- ◆ Appropriate power conditioning and battery back-up systems (UPS) to support critical core server and network components.

Proposed costs assume these minimum standards are met or that Client will correct/implement needed items as part of CommTech's services. CommTech is committed to our client's success and the successful implementation of our Managed IT Services program. Should assistance be required with any of the above aspects, CommTech can propose a project effort to address each.

ORDER TO APPROVE CONSENT AGENDA ITEMS

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

Upon motion made by Hudson Holliday 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 Consent Agenda Items as listed with attachments:

- A. Office of the District Attorney - Personnel
Michelle Pittman Hire part-time
- B. Capital One Spark Business Card payment for month of June
in the amount of \$4,054.40.
- C. Sign Delta Computer Systems, Inc Computer Software
Support Agreement Addendums.
- D. Accept bids of Surplus Fairgrounds Equipment and award
bid purchase.
- E. Chancery Court District Chancellor Sheldon's Staff's
updated job descriptions and salary promotions.
- F. Acknowledge 2023-2024 Budget Request Memo to be sent out
to Departments.

Ordered and adopted, this the 3rd day of July, 2023.

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

Voting NAY: None

OFFICE OF THE DISTRICT ATTORNEY
FIFTEENTH CIRCUIT COURT DISTRICT

500 COURTHOUSE SQUARE, SUITE 3
COLUMBIA, MS 39429

E-MAIL: hkittrell@da15thdistrict.org
www.da15thdistrict.org



601-731-1476
FAX 601-731-1489
VICTIMS LINE 601-731-1476

HALDON J. KITTRELL
DISTRICT ATTORNEY

June 1, 2023

Marlinda Guerra
Pearl River Board of Supervisors
P. O. Box 569
Poplarville, Mississippi 39470

Re: Employee: Michelle Pittman

This letter is to advise that retiree Michelle Pittman will come back as a part-time Litigation Support employee, as needed, with a starting date of Monday, July 3, 2023. Michelle's salary will be at the same hourly rate at \$44,000.00 annually. She is not to exceed one-half of the normal working days or hours for the full-time equivalent position during the state fiscal year.

Please adhere to the Annual Retiree Acknowledgment and Election as stated on the Reemployment of PERS Service Retiree Certificate/Acknowledgement Form 4B.

Should additional information be required, please do not hesitate to contact me.

With warmest personal regards, I remain,

Sincerely,

Hal Kittrell
District Attorney

HJK/kp

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



047
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

June 26, 2023

Board of Supervisors,

Please approve the payment of the Capital One Spark Business card for the month of June in the amount of \$4,054.40.

Thanks.

Adrain

Payment Information				
Payment Due Date	For online and phone payments, the deadline is 8pm ET.			
Jul 20, 2023				
New Balance	Minimum Payment Due			
\$3,959.40	\$39.00			
LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a \$39.00 late fee and your APRs may be increased up to the Penalty APR of 34.15%.				
MINIMUM PAYMENT WARNING: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:				
If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...		
Minimum Payment	23 Years	\$11,587		
\$155	3 Years	\$5,591		
Estimated savings if balance is paid off in about 3 years: \$5,996				
If you would like information about credit counseling services, call 1-888-326-8055.				

Account Summary	
Previous Balance	\$95.00
Payments	- \$95.00
Other Credits	\$0.00
Transactions	+ \$3,959.40
Cash Advances	+ \$0.00
Fees Charged	+ \$0.00
Interest Charged	+ \$0.00
New Balance	= \$3,959.40
Credit Limit	\$5,000.00
Available Credit (as of Jun 25, 2023)	\$1,040.60
Cash Advance Credit Limit	\$2,500.00
Available Credit for Cash Advances	\$1,040.60

Rewards Summary	Rewards as of: 06/23/2023	
Rewards Balance	Track and redeem your rewards with our mobile app or on capitalone.com	
\$450.71		
Previous Balance	Earned This Period	Redeemed this period
\$389.89	\$60.82	\$0.00

001-677-
001-100-
001-205-
001-121-

1585.50
1,773.90
95.00
600.-

Account Notifications

- (i) Renewal Notice - This periodic statement provides important information about your rate(s) and how your interest charge is calculated.

Pay or manage your account at capitalone.com

Customer Service: 1-800-867-0904

See reverse for Important Information



ADRAIN P LUMPKIN JR
PEARL RIVER COUNTY
PO BOX 569
POPLARVILLE, MS 39470-0569



Save time, stay informed.
Discover new features with
the Capital One Mobile app.

Scan this QR Code with your phone's camera to download the
top-rated Capital One Mobile app.

Payment Due Date: **Jul 20, 2023**

Account ending in 3298

New Balance Minimum Payment Due Amount Enclosed
\$3,959.40 ~~\$39.00~~ **\$ 4,054.40**

Capital One
P.O. Box 60519
City of Industry CA 91716-0519



Please send us this portion of your statement and only one check (or one money order) payable to Capital One to ensure your payment is processed promptly. Allow at least seven business days for delivery.

1 4154179041953298 25 3959400095000039008

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 no later than 45 days after the last day in the Billing Cycle covered by this statement 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 10/01/2020



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
Jun 10	Jun 12	Mailed Payment. Thank You!	- \$95.00

ADRAIN P LUMPKIN JR #3298: Transactions

Trans Date	Post Date	Description	Amount
Jun 8	Jun 9	NACO202-393-6226DC Lindsay (677)	\$600.00
Jun 8	Jun 9	NACO202-393-6226DC Adrain (121)	\$600.00
Jun 12	Jun 17	WHITE HOUSE HOTELBILOXIMS MAS Lindsay (677)	\$591.30
Jun 12	Jun 17	WHITE HOUSE HOTELBILOXIMS MAS Hudson (100)	\$591.30
Jun 12	Jun 17	WHITE HOUSE HOTELBILOXIMS MAS Donald (100)	\$591.30
Jun 13	Jun 17	WHITE HOUSE HOTELBILOXIMS MAS Sandy (100)	\$591.30
Jun 13	Jun 17	WHITE HOUSE HOTELBILOXIMS MAS Christy (677)	\$394.20

ADRAIN P LUMPKIN JR #3298: Total Transactions \$3,959.40

Total Transactions for This Period \$3,959.40

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

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	23.99% P	\$0.00	\$0.00
Cash Advances	31.74% 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

330486 EN



052

Pending Transactions

Account Ending in ...3298

DATE	DESCRIPTION	CATEGORY	CARD	AMOUNT
Pending	BOOSTLINGO,LLC	Merchandise	Adrain L. ...3298	\$95.00
Total:				\$95.00

Dispatch
(205)



053

**Pearl River County
United States**

Room No. : 113
Arrival : 06/13/23
Departure : 06/15/23
Folio No. : 36306
Invoice No. :
AR No. :
Conf. No. : 128495886
Cashier No. : 7426
Custom Ref. :

Smith, Sandy Kane

Company Name:

Group Name:

Date	Description	Charges	Credits
06/13/23	Room	197.10	
06/14/23	Room	197.10	
06/15/23	Visa XXXXXXXXXXXX3298 XX/XX		394.20
		Total Charges	394.20
		Total Credits	394.20
		Balance	0.00

Page No. 1 of 1



054

Pearl River County
United States

Hart, Donald

Company Name:

Group Name:

Room No. : 117
Arrival : 06/12/23
Departure : 06/15/23
Folio No. :
Invoice No. :
AR No. :
Conf. No. : 128495170
Cashier No. : 7426
Custom Ref. :

Date	Description	Charges	Credits
06/12/23	Room	197.10	
06/13/23	Room	197.10	
06/14/23	Room	197.10	
06/15/23	Visa XXXXXXXXXXXX3298 XX/XX		591.30
		Total Charges	591.30
		Total Credits	591.30
		Balance	0.00



055

**Pearl River County
United States**

Holliday, Hudson

Company Name:

Group Name:

Room No. : 231
Arrival : 06/12/23
Departure : 06/15/23
Folio No. : 36305
Invoice No. :
AR No. :
Conf. No. : 128495108
Cashier No. : 7426
Custom Ref. :

Date	Description	Charges	Credits
06/12/23	Room	197.10	
06/13/23	Room	197.10	
06/14/23	Room	197.10	
06/15/23	Visa XXXXXXXXXXXX3298 XX/XX		591.30
		Total Charges	591.30
		Total Credits	591.30
		Balance	0.00

Page No. 1 of 1



056

**Pearl River County
United States**

Smith, Sandy Kane

Company Name:

Group Name:

Room No. : 113
Arrival : 06/13/23
Departure : 06/15/23
Folio No. : 36306
Invoice No. :
AR No. :
Conf. No. : 128495886
Cashier No. : 7426
Custom Ref. :

Date	Description	Charges	Credits
06/13/23	Room	197.10	
06/14/23	Room	197.10	
06/15/23	Visa XXXXXXXXXXXX3298 XX/XX		394.20
		Total Charges	394.20
		Total Credits	394.20
		Balance	0.00



057

**Pearl River County
United States**

Ward, Lindsay

Company Name:

Group Name:

Room No. : 233
Arrival : 06/12/23
Departure : 06/15/23
Folio No. : 36286
Invoice No. :
AR No. :
Conf. No. : 128494711
Cashier No. : 7426
Custom Ref. :

Date	Description	Charges	Credits
06/12/23	Room	197.10	
06/13/23	Room	197.10	
06/14/23	Room	197.10	
06/15/23	Visa XXXXXXXXXXXX3298 XX/XX		591.30
		Total Charges	591.30
		Total Credits	591.30
		Balance	0.00

From: Auto-Receipt <noreply@mail.authorize.net>
Sent: Wednesday, June 7, 2023 11:44 AM
To: Adrain Lumpkin
Subject: Transaction Receipt from NACO for \$600.00 (USD)

National Association of Counties(NACo)

Order Information

Description: Charge - \$600.00
Invoice Number 23060716442617133588
Customer ID Adrain Lumpkin

Billing Information

109 West Pearl Street
Poplarville, MS 39470
alumpkin@pearlrivercounty.net

Shipping Information

Total: \$600.00 (USD)

Payment Information

Date/Time: 7-Jun-2023 12:44:26 EDT
Transaction ID: 64413722890
Payment Method: Visa xxxx3298
Transaction Type: Purchase
Auth Code: 02808G

Merchant Contact Information

NACO
WASHINGTON, DC 20001
US
aamselle@naco.org

Thank you for your payment. If you have questions, please contact us on our Toll Free number or emails below. Toll Free: (888) 407-NACo (6226) Email Us Membership: membership@naco.org
Meetings & Conferences: nacomeetings@naco.org Billing: accountsreceivable@naco.org

Adrain Lumpkin

059

From: Auto-Receipt <noreply@mail.authorize.net>
Sent: Wednesday, June 7, 2023 11:37 AM
To: Adrain Lumpkin
Subject: Transaction Receipt from NACO for \$600.00 (USD)

National Association of Counties(NACo)

Order Information

Description: Charge - \$600.00
Invoice Number 23060716370549851590
Customer ID Adrain Lumpkin

Billing Information

P.O. Box 569
Poplarville, MS 39470
alumpkin@pearlrivercounty.net

Shipping Information

Total: \$600.00 (USD)

Payment Information

Date/Time: 7-Jun-2023 12:37:05 EDT
Transaction ID: 64413705931
Payment Method: Visa xxxx3298
Transaction Type: Purchase
Auth Code: 01190G

Merchant/Contact Information

NACO
WASHINGTON, DC 20001
US
aamselle@naco.org

Thank you for your payment. If you have questions, please contact us on our Toll Free number or emails below. Toll Free: (888) 407-NACo (6226) Email Us Membership: membership@naco.org
Meetings & Conferences: nacomeetings@naco.org Billing: accountsreceivable@naco.org



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

061

Delta Computer Systems, Inc
Computer Software Support Agreement
ADDENDUM

Customer: PEARL RIVER CO. CIRCUIT CLERK

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/1/2023. These charges will be billed on 9/15/2023 for payment 10/1/2023.

Product	Rate Type	Current Rate	New Rate
Marriage License System	Monthly	\$ 90.00	\$ 95.40
Judgment Roll Index	Monthly	\$ 60.00	\$ 63.60
Accounting	Monthly	\$ 210.00	\$ 222.60
Long-term Payments	Monthly	\$ 200.00	\$ 212.00

Agreed to this 3rd day of July, 2023.

County/Office Name: PEARL RIVER CO. CIRCUIT CLERK

Client Signature

Sandy Kane Smith
Printed Name

Accepted: Delta Computer Systems, Inc.

062

Delta Computer Systems, Inc
Computer Software Support Agreement
ADDENDUM

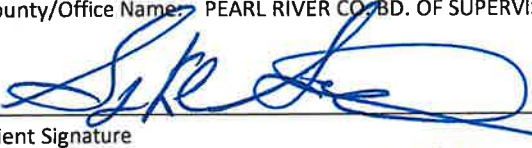
Customer: PEARL RIVER CO. BD. OF SUPERVISORS

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/1/2023. These charges will be billed on 9/15/2023 for payment 10/1/2023.

Product	Rate Type	Current Rate	New Rate
Board Minute Indexing & Imaging System	Monthly	\$ 210.00	\$ 222.60
Paperlink Upgrade Support	Monthly	\$ 130.00	\$ 137.80

Agreed to this 3rd day of July, 2023.

County/Office Name: PEARL RIVER CO. BD. OF SUPERVISORS



Client Signature

Sandy Kane Smith
Printed Name

Accepted: Delta Computer Systems, Inc.

Delta Computer Systems, Inc
Computer Software Support Agreement
ADDENDUM

063

Customer: PEARL RIVER CO. JUSTICE COURT

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/1/2023. These charges will be billed on 9/15/2023 for payment 10/1/2023.

Product	Rate Type	Current Rate	New Rate
Justice Court System Support	Monthly	\$ 270.00	\$ 286.20
Paperlink View 4 Support	Monthly	\$ 140.00	\$ 148.40
Paperlink Scan 1 Support	Monthly	\$ 70.00	\$ 74.20
Paperlink Scan License Upgraded from View	Monthly	\$ 60.00	\$ 63.60
Justice Court AOC Support	Monthly	\$ 40.00	\$ 42.40

Agreed to this 3rd day of July, 2023.

County/Office Name: PEARL RIVER CO. JUSTICE COURT



Client Signature

Sandy Kane Smith
Printed Name

Accepted: Delta Computer Systems, Inc.

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



HUDSON HOLLIDAY 064
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

Notice of Invitation To Bid

The Pearl River County Board of Supervisors are accepting bids for surplus county property. All interested parties must submit a sealed bid on the Bid Form in an envelope marked, “Bid of Surplus Fairgrounds Equipment” and received no later than June 28, 2023, by 3:00 P.M. at the office of the County Administrator, 109 West Pearl Street, Poplarville, MS 39470 or P.O. Box 569, Poplarville, MS 39470.

The following property will be available.

Six (6) Red River Bucking Chutes. You can bid for all 6, or 4, or 2. They will be sold in pairs of a right-hand delivery and left-hand delivery. Two (2) roping chutes and two (2) lead up sections.

Bids forms can be picked up at the County Administrators Office between 8:00 A.M and 5:00 P.M. Monday thru Friday or request a bid form be emailed to you by calling 601-403-2302 or emailing alumpkin@pearlrivercounty.net. Bidders may bid on any or all surplus equipment.

For any pictures, you can look at the Pearl River County Fairgrounds Facebook page or the Pearl River County Board of Supervisors Facebook page. The Pearl River County Board of Supervisors expressly reserves the right to accept or reject any and all bids.

Adrain Lumpkin, Jr.
County Administrator

**Bid Form For
Bid of Surplus Fairgrounds Equipment**

Bidders Name: _____

Address: _____

City, State, Zip: _____

6 Red River Bucking Chutes. (3R & 3L) \$ _____

4 Red River Bucking Chutes. (2R & 2L) \$ _____

2 Red River Bucking Chutes. (1R & 1L) \$ _____

1 Blue Priefert Roping Chute \$ _____

1 Blue Priefert 6' Lead Up Section \$ _____

1 Green Roping Chute \$ _____

1 Green 9' Lead Up Section \$ _____

066

PUBLIC NOTICE

**NOTICE OF INVITATION
TO BID**

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Adrain Lumpkin, Jr.
County Administrator

Picaucyue Item:
May 27 and Jun. 3, 2023
BIDS

Surplus Fairgrounds Equipment

10A • SATURDAY, MAY 27, 2023

SATURDAY, MAY 27, 2023 • 11A

PUBLIC NOTICE

NOTICE OF INVITATION TO BID

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The following property will be available.

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Public Notices

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For any pictures, you can look at the Pearl River County Fairgrounds Facebook page or the Pearl River County Board of Supervisors Facebook page. The Pearl River County Board of Supervisors expressly reserves the right to accept or reject any and all bids.

Adrain Lumpkin, Jr.
County Administrator

Picauyne Item:
May 27 and Jun. 3, 2023
BIDS

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 #	1652249	Requested By	PEARL RIVER COUNTY BOARD OF SUPERVISORS
Account	203119	PO #	ADRAIN LUMPKIN
Class	2610	Created By	
Start Date	05/27/23	Creation Date	BRITTANY.SCH
End Date	06/03/23	Dimensions	05/24/2023
Run Dates	10	Price	1 X 5.889
Pubs	The Picayune Item, PicayuneItem.		
Order #	com		\$51.40

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

Bid Opening
Surplus Fairgrounds Equipment
June 28, 2023
Due by 3:00 p.m.

PLEASE SIGN IN

NAME	PRINT NAME	PHONE
David Little	David Smith	601-795-3840
Derele Perry	Derele Perry	601-813-7878
Lindsey Pender	LINDSEY PENDER	228-323-9099
Cynthia O Lee	CINDY LEE	601-795-5775
Adrain Lumpkin		601-403-2302

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



070
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

June 29, 2023

Board of Supervisors,

Please accept the bids for the Surplus Fairgrounds Equipment and consider awarding the bids.
The bid tabulation is attached for review.

6 Bucking Chutes	\$6,800.00	Justin Harless
Blue Priefert Chute & Lead up	\$2,660.00	Billy Joe Allemand
Green Chute & Lead up	\$ 500.00	Kent Shaw

Thanks,


Adrain

Pearl River County
Surplus Fairgrounds Equipment
6/28/2023

	Kent Shaw	Justin Harless	Billy Joe Allemand	Mike Whitesell	Hudson Bolton	Aaron Dedeaux	Rance Necaie
6 Bucking Chutes	100	6800	4400	4200	4835	6000	
4 Bucking Chutes	100		3225	2800	4285	4000	1500
2 Bucking Chutes	100			1400	2435	2000	
Blue Priefert Chute	800	1080	1885	1600	1185	1500	1901
Blue Priefert Lead Up	300	425	775		135	500	300
Green Chute	300		25		265		
Green Lead Up	200		25		75		

Pearl River County
Surplus Fairgrounds Equipment
6/28/2023

	Jacob Gilmore	JJ Merchant	Tony Neely	Lamar Delmas	Jerisha Vice	Steven Scheuver	Will Campbell
6 Bucking Chutes		577.77		3000			
4 Bucking Chutes		277.77					
2 Bucking Chutes	1500	177.77	2000		800	2000	2500
Blue Priefert Chute	500	177.77					
Blue Priefert Lead Up	300	77.77					
Green Chute		227.77					
Green Lead Up	300	77.77					

Pearl River County
Surplus Fairgrounds Equipment
6/28/2023

	Lee Norris	Thomas Fairley	Jacob Perry
6 Bucking Chutes			
4 Bucking Chutes			
2 Bucking Chutes	2000		
Blue Priefert Chute		500	
Blue Priefert Lead Up		200	
Green Chute			
Green Lead Up			187

**Bid Form For
Bid of Surplus Fairgrounds Equipment**

Bidders Name: Kent Shaw
Address: 61 Shawtown Rd
City, State, Zip: Perkinston MS 39573

6 Red River Bucking Chutes. (3R & 3L)

\$ 100.00

4 Red River Bucking Chutes. (2R & 2L)

\$ 100.00

2 Red River Bucking Chutes. (1R & 1L)

\$ 100.00

1 Blue Priefert Roping Chute

\$ 800.00

1 Blue Priefert 6' Lead Up Section

\$ 300.00

1 Green Roping Chute

\$ 300.00

1 Green 9' Lead Up Section

\$ 200.00

1100 {

500 {

**Bid Form For
Bid of Surplus Fairgrounds Equipment**

Bidders Name: Justin Harless
Address: 96 T Smith Rd
City, State, Zip: Hattiesburg, MS 39401
601 408-6598

6 Red River Bucking Chutes. (3R & 3L)

\$ 6800.⁰⁰

4 Red River Bucking Chutes. (2R & 2L)

\$ _____

2 Red River Bucking Chutes. (1R & 1L)

\$ _____

1 Blue Priefert Roping Chute

\$ 1080.⁰⁰

1 Blue Priefert 6' Lead Up Section

\$ 425.⁰⁰

1 Green Roping Chute

\$ _____

1 Green 9' Lead Up Section

\$ _____

**Bid Form For
Bid of Surplus Fairgrounds Equipment**

Bidders Name:

Billy Joe Allemand

Address:

157 Fellowship lane

City, State, Zip:

Schriever LA 70355

6 Red River Bucking Chutes. (3R & 3L)

\$ \$ 4,400.00

4 Red River Bucking Chutes. (2R & 2L)

\$ \$ 3,225.00

2 Red River Bucking Chutes. (1R & 1L)

\$ Ø

1 Blue Priefert Roping Chute

\$ 2,660

\$ \$ 1,885.00

1 Blue Priefert 6' Lead Up Section

\$ \$ 775.00

1 Green Roping Chute

\$ \$ 25.00

1 Green 9' Lead Up Section

\$ \$ 25.00

**Bid Form For
Bid of Surplus Fairgrounds Equipment**

Bidders Name: Crossbrand Cowboy Church
MIKE Whitesell

Address: 16040 Jr. McIn Rd

City, State, Zip: WALKER, LA 70785

Phone: (225) 938-3407

6 Red River Bucking Chutes. (3R & 3L) \$ 4,200.⁰⁰/₁₀₀

4 Red River Bucking Chutes. (2R & 2L) \$ 2,800.⁰⁰

2 Red River Bucking Chutes. (1R & 1L) \$ 1,400.⁰⁰

1 Blue Priefert Roping Chute \$ 1,600.⁰⁰

1 Blue Priefert 6' Lead Up Section \$

1 Green Roping Chute \$

1 Green 9' Lead Up Section \$

**Bid Form For
Bid of Surplus Fairgrounds Equipment**

Bidders Name: Hudson Bolton
Address: 213 Thomas Grove Rd.
City, State, Zip: Milan, TN 38358

6 Red River Bucking Chutes. (3R & 3L) \$ 4,835.⁰⁰

4 Red River Bucking Chutes. (2R & 2L) \$ 4,285.⁰⁰

2 Red River Bucking Chutes. (1R & 1L) \$ 2,435.⁰⁰

1 Blue Priefert Roping Chute \$ 1,185.⁰⁰

1 Blue Priefert 6' Lead Up Section \$ 135.⁰⁰ one hundred + 35 dollars

1 Green Roping Chute \$ 265.⁰⁰

1 Green 9' Lead Up Section \$ 75.⁰⁰

**Bid Form For
Bid of Surplus Fairgrounds Equipment**

Bidders Name: Aaron Dedeaux
Address: 510 Will Lee Rd.
City, State, Zip: Lumberton, MS 39455
(228) 669-9039

6 Red River Bucking Chutes. (3R & 3L) \$ 6000.00

4 Red River Bucking Chutes. (2R & 2L) \$ 4000.00

2 Red River Bucking Chutes. (1R & 1L) \$ 2000.00

1 Blue Priefert Roping Chute \$ 1500.00

1 Blue Priefert 6' Lead Up Section \$ 500.00

1 Green Roping Chute \$ _____

1 Green 9' Lead Up Section \$ _____

2000.00 {

\$ 1500.00

\$ 500.00

(only if winning roping chute bid)

**Bid Form For
Bid of Surplus Fairgrounds Equipment**

Bidders Name: Rance Weraise
Address: 30288 Crane Creek Rd
City, State, Zip: Perkinston, ms 39573

6 Red River Bucking Chutes. (3R & 3L) \$ _____

4 Red River Bucking Chutes. (2R & 2L) \$ 1500.00

2 Red River Bucking Chutes. (1R & 1L) \$ _____

1 Blue Priefert Roping Chute \$ 1901.00

1 Blue Priefert 6' Lead Up Section \$ 300.00

1 Green Roping Chute \$ _____

1 Green 9' Lead Up Section \$ _____

> \$2103

**Bid Form For
Bid of Surplus Fairgrounds Equipment**

Bidders Name: Jacob Gilmore

Address: 450 Epley Rd.

City, State, Zip: Sumrall, MS 39482
601-520-7429

6 Red River Bucking Chutes. (3R & 3L) \$ _____

4 Red River Bucking Chutes. (2R & 2L) \$ _____

2 Red River Bucking Chutes. (1R & 1L) \$ 1,500

1 Blue Priefert Roping Chute \$ 500

1 Blue Priefert 6' Lead Up Section \$ 300

1 Green Roping Chute \$ _____

1 Green 9' Lead Up Section \$ 300

} 800

**Bid Form For
Bid of Surplus Fairgrounds Equipment**

Bidders Name: JJ Merchant

Address: 57 Aycock Rd

City, State, Zip: Durvis, MS 39475

6 Red River Bucking Chutes. (3R & 3L) \$ 577.⁷⁷/₁₀₀

4 Red River Bucking Chutes. (2R & 2L) \$ 277.⁷⁷/₁₀₀

2 Red River Bucking Chutes. (1R & 1L) \$ 177.⁷⁷/₁₀₀

1 Blue Priefert Roping Chute \$ 177.⁷⁷/₁₀₀

1 Blue Priefert 6' Lead Up Section \$ 77.⁷⁷/₁₀₀

1 Green Roping Chute \$ 227.⁷⁷/₁₀₀

1 Green 9' Lead Up Section \$ 77.⁷⁷/₁₀₀

**Bid Form For
Bid of Surplus Fairgrounds Equipment**

Bidders Name: Tony Neely
Address: 1086 Crocker Rd
City, State, Zip: Lucedale, Ms 39452

6 Red River Bucking Chutes. (3R & 3L)	\$ _____
4 Red River Bucking Chutes. (2R & 2L)	\$ _____
2 Red River Bucking Chutes. (1R & 1L)	\$ <u>2,000.00</u>
1 Blue Priefert Roping Chute	\$ _____
1 Blue Priefert 6' Lead Up Section	\$ _____
1 Green Roping Chute	\$ _____
1 Green 9' Lead Up Section	\$ _____

**Bid Form For
Bid of Surplus Fairgrounds Equipment**

Bidders Name: Lamar Delmas

Address: 6005 Kings Rd.

City, State, Zip: MOSS Point, MS 39502

228-219-6159

6 Red River Bucking Chutes. (3R & 3L) \$ 3,000.⁰⁰ for all 6

4 Red River Bucking Chutes. (2R & 2L) \$ _____

2 Red River Bucking Chutes. (1R & 1L) \$ _____

1 Blue Priefert Roping Chute \$ _____

1 Blue Priefert 6' Lead Up Section \$ _____

1 Green Roping Chute \$ _____

1 Green 9' Lead Up Section \$ _____

**Bid Form For
Bid of Surplus Fairgrounds Equipment**

Bidders Name: Jerisha Vice
Address: 9024 Ollie Vice Rd.
City, State, Zip: MOSS Point, MS 39562

6 Red River Bucking Chutes. (3R & 3L) \$ _____

4 Red River Bucking Chutes. (2R & 2L) \$ _____

2 Red River Bucking Chutes. (1R & 1L) \$ 800.00

1 Blue Priefert Roping Chute \$ _____

1 Blue Priefert 6' Lead Up Section \$ _____

1 Green Roping Chute \$ _____

1 Green 9' Lead Up Section \$ _____

**Bid Form For
Bid of Surplus Fairgrounds Equipment**

Bidders Name: Steven Schewer

Address: 1063 Henry Birch Rd

City, State, Zip: McCumb, MS 39648

6 Red River Bucking Chutes. (3R & 3L) \$ _____

4 Red River Bucking Chutes. (2R & 2L) \$ _____

2 Red River Bucking Chutes. (1R & 1L) \$ 2,000

1 Blue Priefert Roping Chute \$ _____

1 Blue Priefert 6' Lead Up Section \$ _____

1 Green Roping Chute \$ _____

1 Green 9' Lead Up Section \$ _____

**Bid Form For
Bid of Surplus Fairgrounds Equipment**

Bidders Name: Will Campbell
Address: P.O. box 1987
City, State, Zip: Robertsdale AL

6 Red River Bucking Chutes. (3R & 3L)	\$ _____
4 Red River Bucking Chutes. (2R & 2L)	\$ _____
2 Red River Bucking Chutes. (1R & 1L)	\$ <u>2,500</u> _____
1 Blue Priefert Roping Chute	\$ _____
1 Blue Priefert 6' Lead Up Section	\$ _____
1 Green Roping Chute	\$ _____
1 Green 9' Lead Up Section	\$ _____

**Bid Form For
Bid of Surplus Fairgrounds Equipment**

Bidders Name: Lee Michael Norris 601-408-7433
Address: 8874 US Hwy 98
City, State, Zip: Sumrall, MS 39482

6 Red River Bucking Chutes. (3R & 3L) \$ _____

4 Red River Bucking Chutes. (2R & 2L) \$ _____

2 Red River Bucking Chutes. (1R & 1L) \$ 2,000 _____

1 Blue Priefert Roping Chute \$ _____

1 Blue Priefert 6' Lead Up Section \$ _____

1 Green Roping Chute \$ _____

1 Green 9' Lead Up Section _____

Bid Form For
Bid of Surplus Fairgrounds Equipment

Bidders Name: Thomas Fairley
Address: 278 Sunflower Rd
City, State, Zip: Peekinstan MS 39573

6 Red River Bucking Chutes. (3R & 3L)	\$ _____
4 Red River Bucking Chutes. (2R & 2L)	\$ _____
2 Red River Bucking Chutes. (1R & 1L)	\$ _____
1 Blue Priefert Roping Chute	\$ <u>500.00</u>
1 Blue Priefert 6' Lead Up Section	\$ <u>200.00</u>
1 Green Roping Chute	\$ _____
1 Green 9' Lead Up Section	\$ _____

**Bid Form For
Bid of Surplus Fairgrounds Equipment**

Bidders Name: Jacob Perry
Address: 128 Cooper Rd
City, State, Zip: Pelahatchie MS 39145

6 Red River Bucking Chutes. (3R & 3L) \$ _____

4 Red River Bucking Chutes. (2R & 2L) \$ _____

2 Red River Bucking Chutes. (1R & 1L) \$ _____

1 Blue Priefert Roping Chute \$ _____

1 Blue Priefert 6' Lead Up Section \$ _____

1 Green Roping Chute \$ _____

1 Green 9' Lead Up Section \$ 187

091

TENTH CHANCERY COURT DISTRICT STATE OF MISSISSIPPI

CHASE FORD MORGAN
CHANCELLOR PLACE ONE

RHEA H. SHELDON
CHANCELLOR PLACE TWO



SHEILA H. SMALLWOOD
CHANCELLOR PLACE THREE

M. CHADWICK SMITH
CHANCELLOR PLACE FOUR

SERVING FORREST, LAMAR, MARION, PEARL RIVER, & PERRY COUNTIES

To: Presidents of the Board of Supervisors of Forrest, Lamar, Marion, Pearl River and Perry Counties

From: Chancellor Rhea H. Sheldon

A handwritten signature in cursive script that reads "Rhea Sheldon".

Date: June 28, 2023

Subj: Promotions

As you may recall I sent a letter last week indicating that several members of our staff were eligible for promotions. Subsequently the Administrative Office of Courts (AOC) updated job descriptions and pay scales. As such, I reviewed the salaries of our staff attorneys and court administrators and discovered that all of our staff is eligible for a promotion according to the AOC job descriptions recently published June 27, 2023.

Alexandra, who is now a Staff Attorney I is eligible for a promotion to Staff Attorney II in October of 2023, thus, I would like to increase her salary from \$58,030.00 to \$72,000.00 plus benefits; Sasha, who is currently a Staff Attorney II is eligible for a promotion to Staff Attorney V, thus I would like to increase her salary from \$65,500.00 to \$89,100.00 plus benefits; Stephanie, who is currently a Staff Attorney II is eligible for a promotion to Staff Attorney III, thus I would like to increase her salary from \$65,500 to \$77,800.00 plus benefits. Kristin McGee is currently a Staff Attorney II I would like to raise her salary from \$65,500.00 to \$72,000.00 plus benefits.

Also, I would like to increase the salary of Lisa Stringer, District Court Administrator, from \$61,400.00 to \$67,540.00 plus benefits. I would like to increase the salary of Joy Haley, Deputy Court Administrator from \$45,000.00 to \$53,500.00 plus benefits. Further, I would like to increase the salary of Gloria Moorer, Deputy Court Administrator, from \$58,300.00 to \$64,200.00 plus benefits. The total salary increases will be approximately \$76,910.00 plus benefits. The stated promotions would take effect October 1, 2023.

The good news is Governor Reeves signed House Bill 1216 into law on April 17th of this year. That bill amended Miss. Code Ann. §9-1-36 to increase the trial judges' office allowance and the allowance for support staff. Effective July 1, 2023, the total support staff allowance and the

allowance from the AOC will increase from \$80,000.00 per year to \$100,000.00 per year per Judge. With the additional increase of funding, we do not anticipate a large increase in county contributions towards the proposed raises. We have requested a breakdown of funding per county from the AOC and can provide to each Board the exact figures once the AOC completes the breakdown for each salary increase.

I would appreciate you obtaining approval of your respective boards at your earliest convenience. Should you require any more information from me, or have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script, reading "Rhea H. Sheldon". The signature is written in dark ink and is positioned above the printed name and title.

Rhea H. Sheldon
Senior Chancellor

TENTH CHANCERY COURT DISTRICT STATE OF MISSISSIPPI

CHASE FORD MORGAN
CHANCELLOR PLACE ONE

RHEA H. SHELDON
CHANCELLOR PLACE TWO



SHEILA H. SMALLWOOD
CHANCELLOR PLACE THREE

M. CHADWICK SMITH
CHANCELLOR PLACE FOUR

SERVING FORREST, LAMAR, MARION, PEARL RIVER, & PERRY COUNTIES

To: Presidents of the Board of Supervisors of Forrest, Lamar, Marion, Pearl River and Perry Counties

From: Chancellor Rhea H. Sheldon

Date: June 23, 2023

Subj: Promotions

Upon becoming Senior Chancellor of the Tenth Chancery District following the retirement of Chancellor Deborah Gambrell, I reviewed the pay rates of our staff attorneys and discovered that Alexandra Parker, Sasha Payne and Stephanie Walker, are all eligible for a promotion according to the Administrative Office of Courts (AOC) job descriptions. Alexandra, who is now a Staff Attorney I is eligible for a promotion to Staff Attorney II in October of 2023, thus, I would like to increase her salary from \$58,030.00 to \$65,500.00 plus benefits; Sasha, who is currently a Staff Attorney II is eligible for a promotion to Staff Attorney V, thus I would like to increase her salary from \$65,500.00 to \$81,020.00 plus benefits; Stephanie, who is currently a Staff Attorney II is eligible for a promotion to Staff Attorney III, thus I would like to increase her salary from \$65,500 to \$70,720.00 plus benefits. Also, I would like to increase the salary of Joy Haley, Deputy Court Administrator from \$45,000 to \$50,500 plus benefits. The total salary increases will be approximately \$33,710 plus benefits. The stated promotions would take effect October 1, 2023.

The good news is Governor Reeves signed House Bill 1216 into law on April 17th of this year. That bill amended Miss. Code Ann. §9-1-36 to increase the trial judges' office allowance and the allowance for support staff. Effective July 1, 2023, the total support staff allowance and the allowance from the AOC will increase from \$80,000.00 per year to \$100,000.00 per year per Judge. With the additional increase of funding, we do not anticipate an increase in county contributions towards the proposed raises. We have requested a breakdown of funding per county from the AOC and can provide to each Board the exact figures once the AOC completes the breakdown for each salary increase.

I would appreciate you obtaining approval of your respective boards at your earliest convenience. Should you require any more information from me, or have any questions, please feel free to contact me.

A handwritten signature in black ink, reading "Theo Sheldon". The signature is written in a cursive style with a large, looping initial "T" and a long, sweeping underline.

Memo

To: Department Heads
From: Adrain Lumpkin, Jr.
Date: June 30, 2023
Re: Budget Request



It is budget time again. I have provided each department with a request form. The form contains this year's current budget and your estimated expenditures for this year. If you need any reports showing detail of accounts, please let me know. All forms need to be returned by July 20, 2022. Social Security should be figured at 7.65% and Retirement should be figured at 17.4%. Unemployment insurance should be figured at \$140.00 per employee. Group insurance should be figured at \$9,500.00 per employee.

ORDER TO APPROVE ROAD DEPARTMENT'S AGENDA ITEMS

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 Donald Hart, 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 as listed with attachments:

A. Personnel:

Jerry Windham Hegwood	Tractor Driver	Hire full-time
Thomas Joseph Giluso	Tractor Driver	Hire full-time

B. Purchase Speed Monitor from Custom Products Corporation in the amount of \$6,075.84, the best and lowest quote. (Quotes attached)

Ordered and adopted, this the 3rd day of July, 2023.

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

Voting NAY: None

Pearl River County Road Department

To: Pearl River County Board of Supervisors
From: Charlie Schielder
CC: Cindy Lee; Marlinda Guerre
Date: 6/27/2023
Re: Personnel

Comments: Please consider the application of Jerry Windham Hegwood, full time as tractor driver, at the assigned rate of pay. Start date will tentatively be July 6, 2023, predicated on approved physical & drug screening.

Pearl River County Road Department

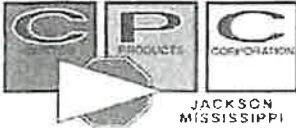
To: Pearl River County Board of Supervisors
From: Charlie Schielder
CC: Cindy Lee; Marlinda Guerre
Date: 6/29/2023
Re: Personnel

Comments: Please consider the application of Thomas Joseph Giluso, full time as tractor driver, at the assigned rate of pay. Start date will tentatively be July 13, 2023, predicated on approved physical & drug screening.

Pearl River County Road Department

To: Board of Supervisors
From: Charlie Schielder
CC:
Date: 06/27/2023
Re: Equipment Purchase

Comments: Discussion and possible purchase of speed monitor.



Quotation Number B451793

Quote Date 06/13/23

Custom Products Corporation

P.O. Box 54091
Jackson, MS 39288-4091

Telephone: 601/932-5854

THIS IS A BID/ESTIMATE

Bill To:
Pearl River County
PO Box 569
Poplarville, MS 39470

Ship To:
PEARL RIVER COUNTY
200 S. MAIN STREET
Courthouse
POPLARVILLE, MS 39470

Ship to Contact:

Phone:

Shipper Acct No:

BOL Instructions: LIFTGATE DELIVERY

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.	
PEACO	COMM	ORIGIN-FreightQ	Net 30 Days	QUOTE - CHARLIE	DS		
Qty. Quoted	Qty. Shipped	Item Number	cpartno	Unit of Meas	Requ Date	Unit Price	Extended Price
	Back Ordered	Item Description				Disc % Tax	
1		0	RITSSMSOLAR18MTM	EA	06/13/23	5875.8400	5875.84
			SPEED MONITOR RADAR SOLAR POWERED 18" LED				N
			CHAR TRAILER MOUNTED				RE
1		0	Q1KFR	EA	06/13/23	200.0000	200.00
			FREIGHT (C) ESTIMATE ONLY				N
1		0	Q1KPR	EA	06/13/23	0.0000	0.00
			RE				N
1		0	Q1RSDS	EA	06/13/23	0.0000	0.00
			QUOTE BY DALLAS SUTTON 601-933-8273 OR E-MAIL				N
			dallas@cpcsigns.com				Q
				SHIP & BACKORDER			
				YES OR NO			
				Non Taxable Subtotal		6075.84	
				Taxable Subtotal		0.00	
				Tax		0.00	
				Total Order		6075.84	

- Quotes expire 5 days from the quoted date unless otherwise noted above.

- Please refer to our website for terms of sale, ordering and artwork guidelines.

- The "C.A.L.T." is our estimated current average lead time based on historical information.

Non Taxable Subtotal

Taxable Subtotal

Tax

Total Order

6075.84

0.00

0.00

6075.84

- Quotes expire 5 days from the quoted date unless otherwise noted above.
- Please refer to our website for terms of sale, ordering and artwork guidelines.
- The "C.A.L.T." is our estimated current average lead time based on historical information.

K&K Systems

Systems

QUOTATION

687 Palmetto Road
Tupelo, MS 38801

www.k-k-systems.com

e-mail: cphillips@k-k-systems.com

Phone: Office 662-566-2025, Cell: 662-542-3182

Fax: 662-566-7123 TollFree: 888-414-3003

Quotation #: Q230606CP-3
Quotation Date: 6/6/2023
Customer Type: Retail

Customer Contact: Charlie Schielder
Quote Valid: 45 days
Prepared by: Chip Phillips

<u>Bill To:</u>	<u>Ship To:</u> (Must be filled out Completely)
Name: Charlie Schielder	Name:
Company Name: Pearl River Road Department	Company Name:
Street Address: 8853 U.S. 11	Street Address:
Address 2:	City, ST ZIP Code
City, ST ZIP Code Poplarville, MS 39470	Tel and/or Cell:
Tel:	Days open to Deliver: (ex: M-F, Sun-Sat, Mon-Thur)
Cell:	Hours to Deliver: (ex: 9-5, 8-3) (mon-thur 8-4, fri 9-12)
Fax:	Is Forklift Available: yes or no
e-mail: cschielder@pearlrivercounty.net	e-mail:

<u>Product</u>	<u>Model #</u>	<u>Description</u>	<u>Base Price</u>
	2002R20	Solar Power Compact Trailer Mounted Radar Speed Monitor. Two (2) 18" amber LED characters, aluminum enclosure with powder coat finish. 40 watt solar panel, two (2) 18A batteries, speed limit sign with interchangeable numbers. Removable tongue. Automatic light sensor, 2 violator alerts: over speed flashing and over speed blanking. Includes "Your Speed Is" sign.	\$6,702.18

Packaging	K&K Delivers		
<u>Options and Accessories - PER UNIT</u>			
<u>QTY per Unit</u>	<u>Description</u>	<u>Price Each</u>	<u>Price per Unit</u>

Special Notes

FOB:	Tupelo, MS 38801	Per System Total:	\$6,702.18
Delivery (weeks):	4-6 Weeks	Total QTY of Systems: 1	\$6,702.18
Warranty:	1 year limited warranty, Factory Depot	Total Shipping Costs:	\$200.00
		Taxes:	
Sales Person Signature: Chip Phillips		GRAND TOTAL:	\$6,902.18
Sales Manager Signature: Timothy Keith		Work Order#	
		Client PO#	

Please note: The above specifications and quotation does not include shipping, permits, or taxes unless otherwise stated. The freight charge is an approximate estimate for your reference; the actual charge may vary. There will be an additional 3% charge on all credit card orders unless otherwise stated. *Lead-time committed is based on the date Purchase Order is received by K&K Systems and deposit made and/or credit approved. Lead time is not based on the date quoted.

Minute Book Text Detail

Book 0234 Page 102 TAX ASSESSOR/COLLECTOR'S MEETING ITEMS

Date 7/ 3/2023

ORDER TO ACCEPT 2023 REAL AND PERSONAL ASSESSMENT ROLLS
AND ASSESSOR RECAPITULATION 2023

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

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 accept 2023 Real and Personal Assessment Rolls, Assessed Valuation of Motor Vehicles and Mobile Home, and Assessor Recapitulation 2023 from Tax Assessor/Collector. (See attachments)

Ordered and adopted, this the 3rd day of July, 2023.

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

Voting NAY: None

2023
**ASSESSOR'S AFFIDAVIT
TO THE
LAND ROLL**

STATE OF MISSISSIPPI,

PEARL RIVER COUNTY

Personally appeared before me GARY BEECH

Chancery Clerk of Said County, MELINDA BOWMAN

Tax Assessor of said County, who presented his/her real roll for the year 2023 containing assessments as of January 1, 2023 and who being duly sworn deposes and state that he/she faithfully endeavored to ascertain and assess all the persons and property in his/her county; that he/she has not omitted any person or thing, or placed upon, or accepted an undervaluation of any property through fear, favor or partiality, and that he/she has required every taxpayer to make the oath required to be taken by the person rendering a list of his taxable property wherever possible; that he/she has administered the oath required in every case, where it was in power to do so, and called attention to its provisions; and that he/she has filed with the clerk of the Board of Supervisors, under oath, a list showing the name of every taxpayer who has failed or refused to make oath on his/her tax list.

Gary Beech
Tax Assessor

Sworn to and subscribed before me, this that 3 day of JULY, A.D., 20 23



Melinda Bowman
Chancery Clerk

By _____
Deputy Chancery Clerk

Must bare clerk's seal

Clerk's Certificate of Filing

I, MELINDA BOWMAN Chancery Clerk of said county, do hereby certify that the Land assessment roll of said county was filed in my office, this 3 day of JULY, A.D., 2023

Melinda Bowman
Chancery Clerk

By _____
Deputy Chancery Clerk

Final Recapitulation Appears on Page 8030

Filed with the Department of Revenue, this _____ day of _____, A.D., 20____

By _____
Department of Revenue

2023
**ASSESSOR'S AFFIDAVIT
TO THE
PERSONAL ROLL**

STATE OF MISSISSIPPI,

PEARL RIVER COUNTY.

Personally appeared before me GARY BEECH

Chancery Clerk of Said County, MELINDA BOWMAN

Tax Assessor of said County, who presented his/her personal roll for the year 2023 containing assessments as of January 1, 2023 and who being duly sworn deposes and state that he/she faithfully endeavored to ascertain and assess all the persons and property in his/her county; that he/she has not omitted any person or thing, or placed upon, or accepted an undervaluation of any property through fear, favor or partiality, and that he/she has 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 he/she has administered the oath required in every case, where it was in power to do so, and called attention to its provisions; and that he/she has filed with the clerk of the Board of Supervisors, under oath, a list showing the name of every taxpayer who has failed or refused to make oath on his tax list.

Gary Beech
Tax Assessor

Sworn to and subscribed before me, this that 3 day of JULY A.D., 20 23



Melinda Bowman
Chancery Clerk

By _____
Deputy Chancery Clerk

Must bare clerk's seal

Clerk's Certificate of Filing

I, MELINDA BOWMAN Chancery Clerk of said county, do hereby certify that the personal assessment roll of said county was filed in my office, this 3 day of JULY, A.D., 2023

Melinda Bowman
Chancery Clerk

By _____
Deputy Chancery Clerk

Final Recapitulation Appears on Page 139

Filed with the Department of Revenue, this _____ day of _____, A.D., 20____

By _____
Department of Revenue

ASSESSED VALUATION OF MOTOR VEHICLES AND MOBILE HOME

MOTOR VEHICLE VALUES

MOBILE HOME VALUES

County Total

90994585

3888771

School Districts:

POPLARVILLE

21303798

1387075

PICAYUNE

30458165

908637

LAMAR

2836862

262164

COUNTY

36395760

1330895

Total School Districts:

90994585

3888771

Road Districts:

DISTRICT 1

10693358

309216

DISTRICT 2

19211546

935390

DISTRICT 3

18678579

1353241

DISTRICT 4

17841953

912520

DISTRICT 5

24569149

378404

Total Road Districts:

90994585

3888771

WITNESS my hand and seal of said office, this the 3 day of JULY, 2023.



Myrinda Bowman Clerk

(To the Clerk: This certificate should be accurately, fully and properly filled in and signed. Seal should be affixed. It should then be placed in the Tax Commission's copy of the personal roll.)

ASSESSOR RECAPITULATION 2023

106

ASSESSMENT OF PEARL RIVER County, January 1, 2023. As shown by the roll thereof filed by the County Assessor of said County with the Clerk of the Board of Supervisors of said County on the 3 day of JULY, 2023

Personal Property 20 <u>23</u>									INDUSTRIES Subject to Sec 27-39-329and School Tax				
Personal Property	1 True Value of all Properties Reflected in Columns 2 and 3				Ratio %	2 Assessed Valuation (Use whole dollars no cents)			3 DO NOT INCLUDE THIS VALUE IN COLUMN 2			Mfg. Products (School Tax Only)	
	Billions	Millions	Thousands	Hundreds		Millions	Thousands	Hundreds					
A. Automobiles		303	315	283	30%	90	994	585	A				
B. Mobile Homes		25	925	140	15%	3	888	771	B				
1. Furniture & Fixtures		80	923	547	15%	11	652	901	1	485	636		
2. Machinery & Equipment		88	301	774	15%	11	463	960	2	1781	309		
3. Leased Equipment		9	337	494	15%	1	400	631	3				
4. Inventories		79	722	374	15%	11	852	462	4	105	897		
5. Banks (Intangibles Only)									5				
6. In Lieu(27-31-104)									6				
7. Miscellaneous									7				
8. Manufactured Products (Subject to 27-31-7 & 57-10-255)												8	
C. Grand Total									C	2372	842		
D. Total Subject to Levee Tax		587	525	612		131	253	310	D				

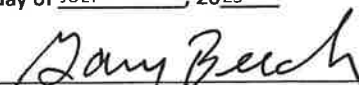
Total Number of Personal Property Parcels Assessed 1382

REAL PROPERTY - 2023

Class of Land	True Value of all Properties Reflected in Columns 2 and 3				Ratio %	Assessed Valuation			3 DO NOT INCLUDE THIS VALUE IN COLUMN 2			No. Acres	
	Billions	Millions	Thousands	Hundreds		Millions	Thousands	Hundreds					
1. Class 1 lands		200	075	250	10%	20	007	525	1				
2. Class 1 Improvements	1	325	825	180	10%	132	582	518	2				
3. Cultivable Lands (excluding improvements)		131	652	020	15%	19	753	292	3				
4. Building & Improvements on County Lands		375	323	542	15%	56	301	309	4				
5. Un-cultivable lands (excluding improvements & timber		70	939	680	15%	10	645	366	5				
6. Real estate in cities, towns, & villages		94	495	350	15%	14	175	099	6				
7. Buildings & Improvements thereon		335	472	747	15%	50	321	704	7				
8. In Lieu (27-31-104)									8				
A. Total acreage & Valuation subject to tax	2	533	783	769		303	786	813	A			A	469654.75
9. U.S. Government Land												9	12324.84
10. Exempt land & school land												10	3910.04
11. State, County, Municipal land												11	17403.38
12. Acres assessed by tax commission												12	
B. TOTAL LAND IN COUNTY												B	503293.01
C. Lands subject to levee taxes												C	

Total Number of Real Property Parcels Assessed 45501

Witness my hand, this 3 day of JULY, 2023


County Tax Assessor

Minute Book Text Detail

Book 0234 Page 107 EXECUTE FINANCING DOCUMENTS FOR (1) NEW

Date 7/ 3/2023 FORD EXPLORER INTERCEPTOR FOR SHERIFF

ORDER TO AUTHORIZE PRESIDENT TO SIGN FINANCING DOCUMENTS
FOR (1) NEW 2023 FORD EXPLORER INTERCEPTOR UTILITY VEHICLE
FOR SHERIFF'S DEPARTMENT

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of financing for (1) New 2023 Ford Explorer Interceptor Utility Vehicle for Sheriff's Department.

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 authorize President to sign attached financing documents with Trustmark for one (1) New 2023 Ford Explorer Interceptor Utility Vehicle VIN 1FM5K8AB3PGA81586 for Sheriff's Department.

Ordered and adopted, this the 3rd day of July, 2023.

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

Voting NAY: None



Post Office Box 1071
Hattiesburg, MS 39401
(601) 544-8100 ext. 211
(601) 583-5307 fax
www.trustmark.com

June 27th, 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 2023 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	5.23%

• 48 Months estimated payment \$993.24

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, July 11th, 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

Accepted
Adrian
Co Adams
6/27/23

People you trust.
Advice that works.



CADENCE EQUIPMENT FINANCE

6/27/2023

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 @ \$1,000.28 arrears
7. Lease Rate: 5.59%
8. Funding Date: This proposal is contingent upon the equipment
being delivered and the lease funded prior
***increase in current prime rate above 8.25%.**
**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 7/27/2023. 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: _____



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Trustmark National Bank

P O Box 291
Jackson MS 39205-0291

July 3, 2023

Pearl River County
Attn: Sandy Kane Smith, President
P. O. Box 569
Poplarville, MS 39470

Dear Sandy Kane Smith:

Please find enclosed the Lease-Purchase Agreement between **Trustmark National Bank** and **Pearl River County** for the purchase of **2023 Ford Explorer (VIN 1FM5K8AB3PGA81586)**. Also enclosed is a **48 month** amortization schedule.

I am listing requirements, in addition to the appropriate signatures, necessary to ensure complete execution of the document.

1. Attach equipment invoice to Exhibit A (Equipment)
2. Complete all blanks and sign Exhibit D (Certificate of Acceptance)
3. Board attorney must sign and date Exhibit E (Opinion of Counsel)
4. Complete all blanks, sign and date Exhibit F (Federal Tax Certificate), as well as Tax Form 8038-GC
5. Attach Certificate of Insurance to Exhibit G (Certificate of Insurance)
6. Please include the County's most recent audited financial statement and current budget

Once your Board has approved, and the document has been fully executed, please mail back to my attention as addressed below:

Trustmark National Bank
Attn: Chris Davis, Vice President
P. O. Box 1071
Hattiesburg, MS 39403

Payment will be made as requested, once the agreement has been finalized/processed. In the meantime, if there are any questions, please feel free to contact me at **(601) 583-5352** or **1-800-844-2000 Ext. 5352**

Sincerely,

Chris Davis
Vice President



LEASE AND OPTION TO PURCHASE

between

TRUSTMARK NATIONAL BANK

as Lessor

and

Pearl River County

as Lessee

Dated as of the 3rd day of July, 2023

Prepared by: **Trustmark National Bank**

INDEXING INSTRUCTIONS:



LEASE AND OPTION TO PURCHASE

THIS LEASE AND OPTION TO PURCHASE ("Lease") effective as of **July 3, 2023** (the "Effective Date") between **Trustmark National Bank**, a national banking association organized and existing under the laws of the United States of America, as lessor ("Lessor") whose mailing address is **P. O. Box 1071, Hattiesburg, MS 39403** and the **Pearl River County**, a political subdivision of the State of Mississippi as lessee ("Lessee"), whose physical address is **200 South Main Street, Poplarville, MS 39470** and mailing address is **P. O. Box 569, Poplarville, MS 39470**

RECITALS

WHEREAS, pursuant to the laws of the State, the Lessee is authorized to acquire items of property as are needed to carry out its governmental functions and to acquire such property by entering into lease-purchase agreements; and

WHEREAS, the Lessee has determined that it is in need of the Equipment, as hereafter described, said Equipment to be located and used in connection with either a public building, courthouse, office building, jail, auditorium, community center, civic art center, public library, or gymnasium which facility is owned by **Pearl River County**; and

WHEREAS, the Lessee has determined that in order to accomplish such purpose it is necessary and desirable to acquire the Equipment by leasing the same pursuant to this Lease under the authority of Sections 31-8-1 et seq., Mississippi Code of 1972, as amended; and

WHEREAS, Lessor is willing to acquire such Equipment and to lease said Equipment to Lessee pursuant to the terms and conditions set forth herein; and

WHEREAS, Lessor and Lessee have agreed that the Lease Term (as hereinafter defined) shall not exceed the useful economic life of the Equipment, which Lessor and Lessee agree to be not more than **four years**, but in no event shall the primary Lease Term exceed twenty (20) years.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

AGREEMENTS

ARTICLE I

DEFINITIONS



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 **May 23, 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 **July 5, 2027**, but in no event extending past **July 5, 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.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.



Permitted Encumbrances: At any particular time: (i) liens on Lessee's interest in the Equipment for taxes and assessments not then delinquent, (ii) this Lease and any amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right which secures an amount not then due and owing for goods or services.

Principal Component: The portion of any Rental Payment designated as principal in Exhibit B.

Purchase Option Price: With respect to the Equipment, as of the Payment Dates specified in Exhibit C, the amount set forth opposite such date assuming all Rental Payments and other amounts due from Lessee to Lessor have been paid as and when due.

Rental Payment: The payment of Basic Rental due from Lessee to Lessor on each Payment Date as shown in Exhibit B **PLUS** any Additional Rental due pursuant to the terms of this Lease.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee ordered the Equipment from Contractor.

State: The State of Mississippi.

State and Federal Law or Laws: The Constitution and any laws of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any agency of the United States.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, warrants and covenants as follows:

(a) Lessee is a **County**, which is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(c) The Governing Body Representative has been duly authorized to execute and deliver this Lease under the terms and provisions of appropriate official action of the **Board of Supervisors** taken on **May 23, 2023**.



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(d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) The Equipment will be used only to carry out the governmental purposes and to perform essential governmental functions of Lessee.

(f) Lessee has obtained all permits and licenses necessary for the installation, operation, possession and use of the Equipment.

(g) Upon delivery and installation of the Equipment, Lessee will provide Lessor with a completed and executed Certificate of Acceptance in the form attached hereto as Exhibit D. If Lessee fails to execute and deliver a Certificate of Acceptance within five (5) business days after delivery and installation of the Equipment, Lessee shall be deemed to have done so.

(h) Upon the execution of this Lease, Lessee will provide to Lessor an opinion of its legal counsel acceptable to Lessor in Lessors sole opinion substantially in the form attached hereto as Exhibit E.

(i) Upon the execution of this Lease Lessee will provide to Lessor a Federal Tax Certificate in the form attached hereto as Exhibit F.

Section 2.2. Representations, Covenants and Warranties of Lessor: Lessor represents, covenants and warrants as follows:

(a) Lessor is a national banking association, duly organized, validly existing and in good standing under the laws of the United States of America.

(b) Lessor is duly authorized to transact business in the State; has the power to own and lease the Equipment; and has duly authorized the execution and delivery of this Lease.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Lease. Subject to and conditioned upon the delivery of the Equipment by Contractor, Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor and agrees to pay to Lessor the Rental Payments, all upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. The Lessor covenants and agrees that the Lessee, by keeping and performing the covenants and agreements herein contained, shall, at all times during the Lease Term, peaceably and quietly have, hold, and enjoy the Equipment.



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Section 3.3. Lessor's Access to Equipment. Representatives of the Lessor shall, subject to reasonable security precautions, have the right to enter upon the property of Lessee during reasonable business hours (and in an emergency at all times) (i) to examine and inspect the Equipment, (ii) for any purpose connected with the rights or obligations of the Lessor under this Lease, including, but not limited to maintain and caring for same if Lessee fails to perform its obligations hereunder, or (iii) for all other lawful purposes.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. Unless terminated as set forth herein, this Lease shall be in effect for the Lease Term, which shall not exceed **four years**.

Section 4.2. Intent to Continue Lease Term; Appropriations; Current Expense.

(a) Lessee presently intends to continue this Lease for its entire Lease Term and to pay all Rental Payments. Lessee will include in its budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and will use all reasonable and lawful means at its disposal to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due for such Fiscal Year. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

(b) The obligation of the Lessee to make Rental Payments under the Lease constitutes a binding obligation of the Lessee in accordance with the terms of this Lease. Provided, however, so long as no default of any monetary obligation of the Lessee has occurred, the Lessee's obligation to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money shall be contingent and expressly limited to the extent of any specific, annual appropriation made by the Lessee to fund such Lease. Nothing contained in the Lease shall create any monetary obligation on the part of the Lessee beyond such current and specific appropriation. The Governing Body, in its sole discretion, may make said payments with any lawfully available revenues. Nothing in the Lease creates a lien of any kind or character whatsoever upon any funds, income or revenue now existing or hereafter held, collected, received, anticipated by, or available to the Governing Body or prevents or restricts the Governing Body at any time from pledging, obligating or creating specific liens upon funds, income or revenues to or for the payment of any bonds, note or certificates of the Governing 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 costs of such sale, is sufficient to pay the Purchase Option Price applicable through the last Rental Payment.

Section 4.6. Termination of Lease Term. The Lease Term Lease will terminate upon the occurrence of the first of the following events:



- (a) the termination thereof by Lessee in accordance with Section 4.3;
- (b) the exercise by Lessee of its option to purchase the Equipment under Article X;
- (c) a Default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or
- (d) the expiration of the Lease Term if Lessee has made all Rental Payments required Lessee hereunder as and when due and has otherwise performed its obligations hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Lease Term in the amounts and on the Payment Dates. All Rental Payments shall be paid to Lessor on or before the Payment Date at Lessor's offices at the address specified in the first paragraph of this Lease or to such other person or entity and at such other places as Lessor may, from time to time, designate by written notice to Lessee. If any Rental Payment is not paid within ten (10) days of the due date thereof, to the extent allowed by law, Lessee shall also be liable to Lessor for a late payment charge equal to the greater of \$50.00 or four percent (4%) of the amount of the delinquency plus interest on the amount of the delinquency at the per annum rate of interest equal to the lesser of eleven percent (11%) or the maximum rate allowed by law.

Section 5.2. Principal and Interest Components. Each Base Rental Payment consists of a Principal Component and an Interest Component, all as more fully described in Exhibit B.

Section 5.3. Rental Payments to be Unconditional. Except as provided in Section 4.3, the obligation of Lessee to make payments of Base Rental and Additional Rental and any other payments required hereunder shall be absolute and unconditional. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all such payments required hereunder as and when due and shall not withhold any such payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments. Lessee's obligation to make any payment required hereunder shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

Section 5.4. Tax Exemption.



(a) Lessee acknowledges and agrees that the payments of Base Rental have been calculated by Lessor assuming that the Interest Component of each Base Rental payment is exempt from federal income taxation. Lessee will do and refrain from doing all things necessary and appropriate to insure that the Interest Component of all Base Rental payments is exempt from federal income taxation. In that regard, Lessee represents, covenants and warrants that:

(i) The Equipment will not be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

(ii) No portion of the Rental Payments: (1) will be secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (ii) will be derived from payments, whether or not to Lessee, in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

(iii) No portion of the cost of the Equipment will be used (directly or indirectly) to make or finance loans to persons other than governmental units.

(iv) The Lessee will execute and file all information statements required by Section 149(e) of the Code and timely pay amounts, if any, required to be rebated to the United States pursuant to Section 148(f) of the Code.

(b) Lessee and Lessor acknowledge that Lessee has designated this Lease as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Code.

(c) In the event any governmental taxing authority successfully imposes an income tax on the Interest Component or imposes an income tax on the interest component under any similar lease of Lessor which, in the opinion of Lessor's counsel, will be determinative of the tax treatment under this Lease, then Lessee agrees to pay Additional Rental retroactively from the date of such imposition through the end of the Lease Term during which such tax is imposed in an amount adequate to compensate Lessor, on an after-tax basis, for the tax imposition.

Section 5.5. Additional Rental. In addition to the Base Rental set forth herein, the Lessee agrees to pay as Additional Rental, as and when due, all of the following:

(a) All taxes and assessments of any nature whatsoever, including but not limited to excise taxes, ad valorem taxes, ad valorem and special lien special assessments and gross receipts taxes, if any, levied upon the Project or upon any interest of the Lessor in this Lease;

(b) Insurance premiums, if any, on all insurance required under the provisions of Article VI of this Lease;



(c) All fees and expenses of the Lessor in connection with the transactions contemplated herein; and

(d) Any other fees, costs or expenses incurred by the Lessor in connection with the execution, performance or enforcement of this Lease or any assignment hereof or any of the transactions contemplated hereby or thereby or related to the Equipment and/or the Lease, including, without limitation, any amounts which may become due.

Amounts constituting Additional Rental payable hereunder shall be paid by the Lessee directly to the person or persons to whom such amounts shall be payable. The Lessee shall pay all such amounts when due or at such later time as such amounts may be paid without penalty and, upon request of the Lender, shall furnish to the Lender a certificate stating that any such amounts have been paid or that no such amounts were due.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

Section 6.1. Section 6.1. Requirements For All Insurance. Lessor's minimum insurance requirements are set forth on Exhibit G, and all insurance policies (or riders) required by this Article shall be maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving at least thirty (30) days prior written notice to Lessor; and shall name Lessor as an additional insured under any liability insurance policy and as a loss payee under any casualty insurance policy. At Lessor's request, Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it, and upon request of the Lessor, the Lessee shall (a) deposit with the Lessor a certificate of a Governmental Representative stating that the Lessee is in compliance with the insurance requirements set forth in this Section 6, and (b) deliver to Lessor certificates of insurance from insurance companies providing insurance..

Section 6.2. Liability Insurance. Upon receipt of possession of the Equipment, Lessee shall take such measures as may be necessary to insure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation or other general use of the Equipment are covered by a liability insurance policy or program acceptable to Lessor. To the extent allowed by law, Lessee shall cause Lessor to be named as an additional insured in such policy. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall maintain in effect during



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the Lease Term, casualty insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that if a claim is made for a total loss of the Equipment such insurance proceeds will be sufficient to pay the applicable Purchase Option Price. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with a deductible not in excess of \$1,000.00. The Net Proceeds of insurance required by this Section shall be applied to the purchase of the Equipment as provided in Section 6.7.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry Worker's Compensation Insurance covering all employees on, in, near or about the Equipment, and, upon request, shall furnish Lessor with certificates evidencing such coverage throughout the Lease Term.

Section 6.5. General Indemnity. To the maximum extent allowed by law, Lessee assumes liability for, and shall indemnify, protect, save, and keep harmless Lessor and its agents, servants, successors, and assigns (each an "Indemnitee") from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, and expenses, including legal expenses, of whatsoever kind and nature, imposed on, incurred by or asserted against any indemnitee, in any way relating to or arising out of this Lease or the enforcement hereof, or the manufacture, purchase, acceptance, rejection, ownership, possession, use, selection, delivery, lease, operation, condition, sale, return, or other disposition of the Equipment or any part thereof (including, without limitation, latent or other defects, whether or not discoverable by Lessee or any other person, any claim in tort for strict liability and any claim for patent, trademark, or copyright infringement); provided, however, that Lessee shall not be required to indemnify any indemnitee for loss or liability arising from acts or events that occur after the Equipment has been returned to Lessor in accordance with this Lease, or for loss or liability resulting solely from the willful misconduct or negligence of such Indemnitee. This indemnity obligation is intended to be, and shall be interpreted to be, a separate and independent contractual obligation from the contractual provisions addressing the requirements and placement of insurance. The provisions of this Section 6.5 shall survive the expiration or earlier termination of this Lease.

Section 6.6. Damage to or Destruction of Equipment. If all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall, as soon as practicable after such event, either: (a) replace the same at Lessee's sale cost and expense with replacement equipment acceptable to Lessor, whereupon such replacement shall be substituted in this Lease by appropriate documentation; or (b) pay the applicable Purchase Option Price of the Equipment. Lessee shall notify Lessor of which course of action it will take within 15 days after the loss, destruction or damage. If Lessee elects clause (a) but fails to perform its obligation thereunder within thirty (30) days after the loss, destruction or damage, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the



Equipment shall be made available to Lessee to be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall terminate and Lessee thereupon shall become entitled to the Equipment AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any lien or encumbrance created or arising through Lessor.

ARTICLE VII

OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use maintain or operate the Equipment improperly, carelessly, in violation of any local, State or Federal laws, rules, regulations or ordinances, or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall maintain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall, at Lessee's expense, comply with all local, State and Federal laws, rules, regulations and ordinances that require changes or additions to be made to the Equipment.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its expense, maintain, preserve and keep the Equipment in good repair, working order and condition.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes, special assessments, and other charges of any kind which are lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof with respect to the Lease Term. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section 7.3. Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges 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 provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary promptly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrances or claim.



Section 8.4. Installation of Lessee's Equipment. Lessee may, at any time and from time to time, in its sole discretion and at its own expense, install other accessories and components upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing such accessories or components under a conditional sale or lease/purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment.

(a) Lessee shall, at its own expense, have the right to make repairs, replacements, substitutions and modifications to all or any part of the Equipment, except that Lessee shall not be permitted to remove or disable safety features or devices. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal law or those contemplated by this Lease or result in a diminution of the value of the Equipment. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee.

(b) Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification of the Equipment; provided, that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may, in good faith, contest any lien filed or established against the Equipment, and, in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in its opinion, by nonpayment of any such item the interest of Lessor in the Equipment could be materially endangered or the Equipment or any part thereof could be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form reasonably satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. Personal Property. Lessor and Lessee agree that the Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently



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rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX

EQUIPMENT WARRANTIES

Section 9.1. Selection of Equipment. Lessor and Lessee agree that this is a "finance lease" under Article 2A of the Uniform Commercial Code. The Equipment and the Contractor have been selected by Lessee, and Lessor has no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, or any delay or failure to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number(s) of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. To the extent it may legally do so, Lessor hereby assigns to Lessee during the Lease Term, all of its interest in all Contractor's warranties and guarantees, express or implied, applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. To the extent it may legally do so, Lessor hereby assigns to Lessee for and during the Lease Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED "AS IS". AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT. The Lessee 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



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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 an 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 or 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.
- (b) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased in form and substance satisfactory to Lessor.
- (c) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.



(d) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.

(e) No sublease shall cause the Interest Component of the Rental Payments to become subject to federal income taxation.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "Events of Default" under this Lease and the terms "Events of Default" and "Default" shall mean, whenever used in this Lease with respect to the Equipment, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment Lease within five days of the time specified herein.

(b) Failure by Lessee to provide the insurance coverages required herein.

(c) Failure by Lessee to observe and perform any covenant, condition or agreement (other than as referred to in Clauses (a) or (b) of this Section) on its part to be observed or performed, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the Default is corrected.

(d) The filing by Lessee of a voluntary petition in bankruptcy; the failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental or proprietary function; the adjudication of Lessee as a bankrupt; the granting by Lessee of an assignment for the benefit of creditors; the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the United States Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable, in whole or in part, to carry out its obligations under this Lease with respect to the Equipment, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of



such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals (excluding the Equipment); or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any Event of Default referred to in Section 12.1 hereof shall have occurred and be continuing, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) With or without terminating this Lease, declare all Rental Payments due or to become due to be immediately due and payable, whereupon such Rental Payments shall be immediately due and payable.
- (b) With or without terminating this Lease, by written notice to the Lessee, request the Lessee to (and the Lessee agrees that it will), at the Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 12.3 hereof, or the Lessor, at its option, may (i) enter upon the premises where the Equipment is located and take immediate possession of and remove the same, (ii) require the Lessee to assemble the Equipment and make the Equipment available to the Lessor at a place to be designated by the Lessor which is reasonably convenient to both parties, and/or (iii) without removal, the Lessor may render the Equipment unuseable, and may sell or otherwise dispose of the Equipment on the Lessee's premises at a public or private sale with such sale to meet the requirements of a public or private sale with the application of the sale proceeds all as provided in Section 12.2(c). Lessee hereby expressly waives any damages occasioned by such repossession or other disposal of Equipment as provided in this paragraph (b). If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment, 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



Section 13.5. Severability.

(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 13.7. 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 13.9. 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.

[signature page follows]



IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed by their duly authorized officers or officials as of the date first above written.

LESSOR

TRUSTMARK NATIONAL BANK, Lessor

By _____
Chris Davis
Its **Vice President**

LESSEE

Pearl River County, Lessee

By 
Sandy Kane Smith
Its **President**

List of Exhibits:

- 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 A
EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

<u>Quantity</u>	<u>Description</u>	<u>VIN</u>
1	2023 Ford Explorer	1FM5K8AB3PGA81586

(See attached Invoice)



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EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: **Pearl River County**
Commencement Date of Lease: **July 3, 2023**
Number and Frequency of Payments: **Forty-Eight (48) Monthly Payments**

Rental Payment Schedule

<u>Due Date</u>	<u>Payment Number</u>	<u>Total Payment</u>	<u>Principal Component</u>	<u>Interest Component</u>
See Attached Schedule				



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EXHIBIT C
SCHEDULE OF PURCHASE OPTION PRICE

After Payment Number

Forty-Eight (48) Monthly Payments

Purchase Option Price
\$1.00



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EXHIBIT D

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting **President** of the **Pearl River County** ("Lessee"); and, with respect to the Lease-Purchase Agreement dated **July 3, 2023** (the "Lease"), by and between Lessee and Trustmark National Bank ("Lessor"), that:

1. The Equipment described in the Lease has been delivered and installed in accordance with Lessee's Specifications and has been accepted by Lessee.

2. The Rental Payments provided for in Exhibit B to the Lease shall commence and be due and payable on **August 5, 2023** and on the **5th** of each **month** thereafter, in the amounts shown on Exhibit B to the Lease.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee has obtained from a reputable insurance company or self funded group qualified to do business in the State insurance with respect to all risks required to be covered thereby pursuant to Article VI of the Lease.

5. Lessee is exempt from all personal property taxes and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

6. During the Term, the Equipment will be used by Lessee to perform essential governmental functions. Such functions are:

Operations related to public services in the **County**.

7. There is no litigation, action, suit or proceeding pending before any court, administrative agency, arbitrator or governmental body, or to the best of Lessee's knowledge, threatened, that challenges (a) the authority of Lessee or its officers or employees to enter into the Lease, (b) the proper authorization, approval and execution of the Lease and other documents contemplated thereby, (c) the appropriation of moneys sufficient to make Rental Payments coming due under the Lease in Lessee's current fiscal year, or (d) the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

All capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Lease.

Dated: **July 3, 2023**

Pearl River County

By


Sandy Kane Smith, President



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and other documents contemplated thereby; the appropriation of moneys to make Rental Payments under the Lease for the current fiscal year of Lessee; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

7.a. The Lease constitutes an obligation of the Lessee which is a political subdivision of the State of Mississippi within the meaning and for the purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations and rulings thereunder.

b. Subject to the condition set forth in the immediately succeeding sentence, (a) the interest portion of the Lease Payments due under the Lease is excluded from gross income for federal income tax purposes, and (b) the Lease is not a "specified private activity bond" and the interest portion of the Lease Payments due under the Lease is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, with respect to corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations. The opinions set forth in the immediately preceding sentence are subject to the condition that the Lessee comply with all requirements of the Code, compliance with which subsequent to the execution and delivery of the Lease is necessary in order that interest portion of the Lease Payments due thereunder be, or continue to be, excluded from gross income for federal income tax purposes. The Lessee has covenanted to comply with each such requirement in a Federal Tax Certificate of even date herewith. Failure to comply with certain of such requirements may cause the inclusion of the interest portion of the Lease Payments in gross income for federal income tax purposes to be retroactive to the date of issuance and delivery of the Lease. We express no opinion regarding other federal tax consequences arising with respect to the Lease.

8. The interest portion of the Lease Payments due under the Lease is exempt from State of Mississippi income taxation.

9. The Lease is qualified tax-exempt obligation as such term is used in Section 265(b)(3) of the Internal Revenue Code of 1986.

Dated: **July 3, 2023**

Very truly yours,


Joe Montgomery, Attorney at Law



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EXHIBIT F

LEASE AND OPTION TO PURCHASE DATED AS OF JULY 3, 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.



the Rebate Account) into which the Lessee shall deposit: on or before the 30th day following each bond year (as hereinafter defined), (A) an amount equal to the excess of all earnings on all non-purpose investments (within the meaning of Subsection 148(f)) over the amount which would have been earned if such non-purpose investments had been invested at a rate equal to the yield (computed in accordance with Subsection 148(f) on the Obligations which amounts shall be credited to a fund designated the Excess Income Fund; and (B) all amounts earned on amounts in the Rebate Account, which amounts shall be credited to a fund designated as the Rebate Account Earning Fund. Amounts in the Rebate Account shall be used solely and only to make payments of rebates to the United States as required pursuant to Subsection 148(f), provided that, if at any time the amount in the Rebate Account exceeds the amount which, together with all amounts previously paid to the United States with respect to the Obligations pursuant to Subsection 148(f), will equal the amount which would be required to be rebated to the United States as a result of earnings on non-purpose investments received during the period beginning on the date of delivery of the Obligations and ending on the date of computation, the Lessee may, in its discretion, withdraw such excess from the Rebate Account and apply such monies to the rental payments due under the Lease or, if all payments due on the Obligations shall have been paid in full, and all rebates to the United States payable pursuant to Subsection 148(f) shall have been paid in full, the Lessee may use the amount withdrawn for any purpose permitted under the applicable laws of the State of Mississippi.

(iii) As used above, the term "Bond Year" shall mean the one-year period beginning on the date of delivery of the Obligations and each succeeding one-year period beginning on the day succeeding the immediately preceding Bond Year, or shall have such other meaning based on facts and circumstances relating to the Obligations as shall be specified in the Subsection 148(I) Regulations.

(c) The Lessee shall not intentionally use any portion of the proceeds (within the meaning of Subsection 148(a) of the Code and any regulations promulgated pursuant thereto) of the Obligations to acquire higher yielding investments (as defined in Subsection 148(a) of the Code and all regulations promulgated pursuant thereto) or to replace funds which were used directly or indirectly to acquire higher yielding investments, except to the extent specifically permitted pursuant to Section 148 of the Code and any regulations promulgated thereunder.

(d) The Lessee shall not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Obligations in a manner or for a price which would cause any of the obligations to be or become an arbitrage bond, within the meaning of Section 148 of the Code and the regulations promulgated thereunder, including, without limitation, to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their "market price."

(c) In connection with the delivery of the Obligations, the Lessee has not and will not engage in any transaction or series of transactions that attempts to circumvent the provisions of section 148 of the Code and the Treasury Regulations issued thereunder or applicable thereto (a) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to



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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.

(e) 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



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have received an opinion of nationally recognized bond counsel to the effect that receipt of such payments will not adversely affect the exclusion of interest on the Lease from gross income for federal income tax purposes.

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.

14. The Lessee covenants and certifies that no payment of principal of or interest on the Obligation(s) is or will be guaranteed (in whole or in part, directly or indirectly) by the United States, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States. The Lessee represents, warrants and covenants that none of the proceeds of the Obligation(s) will be: (a) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States, or (b) invested (directly or indirectly) in any deposit or account which is insured under federal law by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation, other than: (i) the investment of the proceeds of the Obligations for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Obligations are being issued; (ii) investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (iii) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (iv) investments in notes issued by the United States Treasury; (v) or other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

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.



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All representations, warranties and covenants contained in the Lease are true and correct as of the date of this Certificate.

Dated as of the 3rd day of July, 2023

Pearl River County, Lessee

By:

Sandy Kane Smith

Its:

President

ATTEST:

By:

Its:

(SEAL)



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EXHIBIT G
INSURANCE REQUIREMENTS



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Date: 11/1/2013
Disbond: 7/1/2013

Debt Service Schedule
Pinal River County

Page: 1 of 1
Print: [X] Save: [X] [X]

Period	Coupon Date	Int Call Day's Cnts	Principal Payment	Effective Coupon Rate	Interest Payment	Cash Libor/Levantis	Prepay Factor	Unscheduled Payment
1	8/5/2013		773.93	5.2200%	169.60	943.53	0.0000	21,411.07
2	9/5/2013		809.84	5.2200%	183.67	993.51	0.0000	41,431.24
3	10/5/2013		813.39	5.2200%	188.14	1001.53	0.0000	60,547.82
4	11/5/2013		816.94	5.2200%	176.59	993.53	0.0000	79,790.81
5	12/5/2013		820.50	5.2200%	173.03	993.53	0.0000	99,150.33
6	1/5/2014		824.09	5.2200%	169.45	993.53	0.0000	118,636.30
7	2/5/2014		827.67	5.2200%	165.86	993.53	0.0000	138,255.63
8	3/5/2014		831.27	5.2200%	162.26	993.53	0.0000	158,007.76
9	4/5/2014		834.80	5.2200%	158.63	993.53	0.0000	177,862.38
10	5/5/2014		838.34	5.2200%	154.99	993.53	0.0000	197,830.92
11	6/5/2014		841.90	5.2200%	151.34	993.53	0.0000	217,913.00
12	7/5/2014		845.46	5.2200%	147.67	993.53	0.0000	238,108.88
13	8/5/2014		849.55	5.2200%	143.98	993.53	0.0000	258,418.32
14	9/5/2014		853.25	5.2200%	140.28	993.53	0.0000	278,841.40
15	10/5/2014		856.97	5.2200%	136.56	993.53	0.0000	299,378.30
16	11/5/2014		860.70	5.2200%	132.83	993.53	0.0000	320,029.33
17	12/5/2014		864.46	5.2200%	129.07	993.53	0.0000	340,794.91
18	1/5/2015		868.22	5.2200%	125.31	993.53	0.0000	361,665.55
19	2/5/2015		872.01	5.2200%	121.52	993.53	0.0000	382,641.57
20	3/5/2015		875.81	5.2200%	117.72	993.53	0.0000	403,722.38
21	4/5/2015		879.63	5.2200%	113.90	993.53	0.0000	424,908.38
22	5/5/2015		883.46	5.2200%	110.07	993.53	0.0000	446,199.81
23	6/5/2015		887.31	5.2200%	106.22	993.53	0.0000	467,596.00
24	7/5/2015		891.18	5.2200%	102.35	993.53	0.0000	489,096.53
25	8/5/2015		895.05	5.2200%	98.47	993.53	0.0000	510,699.26
26	9/5/2015		898.96	5.2200%	94.57	993.53	0.0000	532,393.00
27	10/5/2015		902.83	5.2200%	90.64	993.53	0.0000	554,177.17
28	11/5/2015		906.81	5.2200%	86.72	993.53	0.0000	576,051.07
29	12/5/2015		910.77	5.2200%	82.76	993.53	0.0000	598,014.84
30	1/5/2016		914.74	5.2200%	78.79	993.53	0.0000	620,068.10
31	2/5/2016		918.72	5.2200%	74.81	993.53	0.0000	642,211.35
32	3/5/2016		922.71	5.2200%	70.80	993.53	0.0000	664,444.67
33	4/5/2016		926.75	5.2200%	66.78	993.53	0.0000	686,767.44
34	5/5/2016		930.79	5.2200%	62.74	993.53	0.0000	709,179.14
35	6/5/2016		934.81	5.2200%	58.69	993.53	0.0000	731,679.37
36	7/5/2016		938.92	5.2200%	54.61	993.53	0.0000	754,267.53
37	8/5/2016		943.01	5.2200%	50.52	993.53	0.0000	776,943.32
38	9/5/2016		947.12	5.2200%	46.41	993.53	0.0000	799,706.33
39	10/5/2016		951.25	5.2200%	42.28	993.53	0.0000	822,556.30
40	11/5/2016		955.39	5.2200%	38.14	993.53	0.0000	845,493.00
41	12/5/2016		959.56	5.2200%	33.97	993.53	0.0000	868,516.33
42	1/5/2017		963.74	5.2200%	29.79	993.53	0.0000	891,626.00
43	2/5/2017		967.94	5.2200%	25.59	993.53	0.0000	914,821.24
44	3/5/2017		972.16	5.2200%	21.37	993.53	0.0000	938,099.88
45	4/5/2017		976.40	5.2200%	17.11	993.53	0.0000	961,459.79
46	5/5/2017		980.65	5.2200%	12.85	993.53	0.0000	984,899.44
47	6/5/2017		984.93	5.2200%	8.60	993.53	0.0000	1,008,417.50
48	7/5/2017		989.20	5.2200%	4.35	993.53	0.0000	1,031,914.50

Prepared by: Simon Singhaniya
Prepared on: 6/29/2013 4:40 PM 10/10/2013

Printed by: [Name]
Printed on: 6/29/2013 4:40 PM 10/10/2013



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Date: 11/11/2021
User: 71/11/2021

Debt Service Schedule
Pratt River County

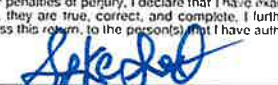
File: 11/11/2021
Page: 1

Period	Coupon Date	Int Calc Day Count	Principal Payment	Interest Coupon Rate	Interest Payment	Credit Future Interest	Balance Debt Service
11/11/2021	11/11/2021	18	\$42,935.00		\$4,754.42	\$0.00	\$47,689.42

True Interest Cost (TIC)	5.2300000	Face Value of Bond Issue	\$42,935.00
Average Yield Limit (AYL)	0.0000000	Accrued Interest (I)	\$0.00
Average Life	2.1173096	Original Issue Premium/Discrunt (P)	\$0.00
		Underwriter Discount (U)	\$0.00
		Lump-sum credit enhancements (L)	\$0.00

Prepared by: Anne S. S. S. S.
Prepared on: 6/1/2021 10:10 AM

File: 6/1/2021
Page: 1

Form 8038-GC (Rev. October 2021) Department of the Treasury Internal Revenue Service	Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales ▶ Under Internal Revenue Code section 149(e) 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.	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) 616000952
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 Poptarville, MS 39470		5 Report number (if 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:		
a For leases for vehicles		9a
b For leases for office equipment		9b
c For leases for real property		9c
d For leases for other (see instructions)		9d
e For bank loans for vehicles		9e
f For bank loans for office equipment		9f
g For bank loans for real property		9g
h For bank loans for other (see instructions)		9h
i Used to refund prior issue(s)		9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)		9j
k Other		9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ☐		
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ☐		
12 Vendor's or bank's name:		
13 Vendor's or bank's employer identification number:		
Signature and Consent Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I 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
Print/type preparer's name		Type or print name and title
Preparer's signature		Date
Check ☐ if self-employed		PTIN
Firm's name ▶		Firm's EIN ▶
Firm's address ▶		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)(1)(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.

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 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 close the session to determine the need for executive session.

Ordered and adopted, this the 3rd day of July, 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 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 enter executive session at 11:00 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;
4(j) Transaction of business and discussions or negotiations regarding the location, relocation or expansion of a business or an industry.

Ordered and adopted, this the 3rd day of July, 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 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 that this Board does now return to regular session at 12:30 p.m. after taking no action in executive session.

Ordered and adopted, this the 3rd day of July, 2023.

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

Voting NAY: None

Absent: Sandy Kane Smith

Minute Book Text Detail

Book 0234 Page 154 AWARD MSU EXTENSION BUILDING PROJECT

Date 7/ 3/2023

ORDER TO AWARD MISSISSIPPI STATE UNIVERSITY EXTENSION
BUILDING PROJECT TO SAMUEL DAY CONSTRUCTION, INC.

There came on this day to be considered by the Board of
Supervisors of Pearl River County, Mississippi, the matter to
award Mississippi State University Extension Building Project.

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

Be It Ordered by the Pearl River County Board of Supervisors to
award Mississippi State University Extension Building Project
to Samuel Day Construction, Inc., the best and lowest bidder,
in the amount of \$2,348,000.00. (See Book 233 Page 686-745 for
bid documents)

Ordered and adopted, this the 3rd day of July, 2023.

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

Voting NAY: None

Absent: Sandy Kane Smith

Minute Book Text Detail

Book 0234 Page 155 ISSUE REFUND FOR STORM SHELTER FOR DAY

Date 7/ 3/2023 NOT USED

ORDER TO ISSUE REFUND FOR STORM SHELTER FOR DAY NOT USED

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to issue refund for Storm Shelter for day not used.

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 issue refund check for Storm Shelter for day not used.

Ordered and adopted, this the 3rd day of July, 2023.

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

Voting NAY: None

Absent: Sandy Kane Smith

Adrain Lumpkin

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From: Angella Weeks
Sent: Wednesday, July 5, 2023 9:15 AM
To: Adrain Lumpkin
Subject: Fairgrounds refund for Sunday

Adrain,

Mary Price paid for 3 days of Shelter Rent for last weekend but did not use it on Sunday, so we need to send her a refund of \$150.00. I'm not sure how we need to do it, but her address is below.

Mary Price
603 Davis Street
Picayune, MS 39466

ORDER TO RECESS

Upon motion made by Donald Hart and seconded by Jason Spence, 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., Monday, the 17th day of July, 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 3rd day of July, 2023.

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

Voting NAY: None

Absent: Sandy Kane Smith

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

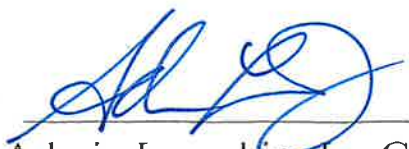
THE MISSISSIPPI OPEN MEETINGS LAW

that the next meeting of the

Board of Supervisors of Pearl River County, Mississippi,
will be held on July 17, 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: _____


Adrain Lumpkin, Jr., County Administrator