



Rankin County Board of Supervisors

Regular Board Meeting

~ Minutes ~

211 East Government Street
Brandon, MS 39042
www.rankincounty.org

Larry Swales
Chancery Clerk

Friday, May, 14, 2021	9:00 AM	Rankin Board Room
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I. Call to Order

9:00 AM Meeting called to order on May 14, 2021 at Rankin Board Room, 211 East Government Street, Suite A, Brandon, MS.

Attendee Name	Title	Status	Arrived
Daniel Cross	Vice President	Absent	
Steve Gaines	Supervisor District 4	Present	
Brad Calhoun	Supervisor District 3	Present	
Jared Morrison	President	Present	
Jay Bishop	Supervisor District 5	Present	
Craig Slay	Board Attorney	Present	
Keith Hicks	County Administrator	Present	
Larry Swales	Chancery Clerk	Present	

II. INVOCATION

Board Attorney Craig Slay

III. PUBLIC COMMENTS AND RECOGNITION

- A. Recognition of Rankin County Senators and Representatives
- B. Presentation of 2021 Recipient of the MAS County Employee Scholarship Awarded by the Mississippi Association of Supervisors and the Rankin County Board of Supervisors to Michael Chase Smith
- C. Carl Franco, JH&H Architects -New Courthouse Facility Storm Water Intrusion & Renovation of Former Chancery Building

IV. OLD BUSINESS

- A. Minutes Approval:
 - 1. April 29, 2021
 - 2. May 3, 2021

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Jay Bishop, Supervisor District 5
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

V. CONSENT AGENDA

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Jay Bishop, Supervisor District 5
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

1. APPROVAL OF THE FOLLOWING:

Financial

- A. Approval of claims docket for April 16, 2021 through May 15, 2021 in the amount of \$8,594,353.22

Those items found in the claims docket, to include but not limited to, contractual services, regular and recurring operating expenses, engineering services, additional legal services, etc., are found to be reasonable and necessary for conducting the county’s business.

- B. Acknowledge receipt of Budget and Financial Reports for the month of April, 2021
- C. Acknowledgement of receipt of Central Mississippi Regional Library System Audited Financial Statements for Year Ended September 30, 2020
- D. Acknowledgement of receipt of the Constable Annual Financial Report from Robert Hancock for Calendar Year Ending 2020
- E. Approval of Budget Amendment for the Bridge Fund to transfer between line item (No increase)

Agreements

- F. Request approval of Contractual Agreement between Rankin County and Deanco Auctions to sell Rankin County equipment on May 26, 2021, in Philadelphia, MS
- G. Authority for Rankin County to enter into a Short-Term Joint Operation Memorandum of Understanding between the Rankin County Sheriff's Department and the U.S. Marshall Service for reimbursement of funds as stated in the MOU capped at \$6,609.25 and authority for the Sheriff to sign documents
- H. Request approval of Amendment Recreational Lease Contract of the Sixteenth Section Lands between Rankin County Board of Education (Lessor) and Charles B. Jones (Lessee) request to add Joe Smith, Marlon Gullette and Michael Torres as Joint Leaseholders to the lease which is the subject to this amendment
- I. Request approval of Assignment of Residential Leasehold Interest Contract for Sixteenth Section Lands between Rankin County Board of Education and Carter and Wallace Properties, LLC (Assignors) do hereby sell, convey and warrant unto Ward Apothecary, LLC (Assignee)
- J. Request approval of Assignment of Commercial Lease of Sixteenth Section Public School Trust Land between Rankin County School District (Lessor) and Ward Apothecary, LLC (Lessee)
- K. Acknowledgement of Quitclaim Deed of Ward Apothecary, LLC is hereby acknowledged, the undersigned does hereby sell, convey, bargain and quitclaim unto the Trustees for the Rankin County School District and their Successors in Office

Other

- L. Authorization for the Road Department to conduct work requested in writing from the Rankin County School District for county assistance at Pisgah School to help grade and repair an area outside the AG Building pursuant to Miss. Code Ann. 19-3-42(4)**
- M. Authorization for the Road Department to conduct work requested in writing from the Rankin County School District for county assistance at Puckett High School to prepare a lane for a new access road to the new parking area pursuant to Miss. Code ann. 19-3-42(4)**
- N. Authorization for the Road Department to conduct work requested in writing from the Rankin County School District for county assistance at Brandon Elementary School to repair large pothole caused from a turnaround area for the garbage truck pursuant to Miss. Code Ann. 19-3-42(4)**
- O. Authorization for the Road Department to conduct work requested in writing from the Rankin County School District for county assistance at 127 Pleasant Street Building to repair large pothole in the driveway between buildings pursuant to Miss. Code Ann. 19-3-42(4)**

2. AUTHORITY TO ISSUE CHECKS:

- A. Authority to issue check in the amount of \$294.33 for refund of Rankin County taxes on patent numbers 92104, 92106, 92017, & 92108, to Jesika and Travis Murphy per request from the Secretary of State**
- B. Authority to reimburse Philip Hollimon in the amount of \$230.05 due to damage of glass window caused by road equipment**
- C. Authority to issue check to Robert L. Spotswood, Esquire, in the amount of \$1,400.00 as court appointed counsel for two cases of indigent parents per Court Order**

Advertising County Resources

- A. Authority to advertise county resources in the amount of \$250.00 for sponsorship of the Vietnam Traveling Memorial Wall on September 16-20, 2021 at the Town Square in Richland, MS; Board of Supervisors will be listed on Richland Economic Development Association web page and on "Thank You" ads in the newspaper & social media**

3. AUTHORITY TO APPROVE THE FOLLOWING INVENTORY CHANGES:

- A. Approval to remove equipment from the county inventory for being obsolete or broken and to declare equipment surplus property; authority to transfer items interdepartmental (See Attached List)**
- B. Authority to remove equipment (2013 Dodge Ram Truck, Vin#1C6RR6FGXDS684755 - Inventory No. 14583) from the Sheriff's Department County Inventory, declare equipment surplus property and transfer the item to the Rankin/Madison District Attorney's Office as an Intergovernmental sale at no cost. Pursuant to Miss. Code Ann. 31-7-13**

4. AUTHORITY TO APPROVE THE FOLLOWING PERSONNEL RECOMMENDATIONS:

- A. Authority to approve the following Personnel Recommendations: Sheriff's Department: Jimmie Sentel Easterling (Promotion to Supervisor of K-9 Units, replacing Chris C. Picou) at Step 405; David**

G. Hicks (Transferring from School Officer to Patrol Division, replacing Cody Grogan, no change in pay) at Step 299; Jonathan B. Peets (Part-time at Multi-Purpose Pavilion at \$10.02/hr.) at Step 220; Amanda M. Shows (Promoted to Communications Officer II Supervisor) at Step 305; Road Department: James Hanks (New-hire, Equipment Operator) at Step 314; Chancery Clerk: Jessica Flood (Salary Increase) at Step 479; Amie Mondello (Salary Increase) at Step 467; Circuit Court: Daniel Sorrick (Order appointing as Assistant Public Defender primarily assigned to Rankin County Justice Court and assigned any other court as needed) at Step 353

5. RECORD VARIOUS DOCUMENTS TO BE MADE A PERMANENT PART OF THE MINUTES
- A. Record various documents to be made a permanent part of the minutes

VI. JOHN SULLIVAN, TAX ASSESSOR

- A. Petitions for change of assessment on 2020 Real Property and 2018, 2020 Personal Assessment Roll

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

VII. BRIGETTE HERRING, PURCHASE CLERK

- A. Action on Bid #20-300-12 -1 or More Single Axle Dump Trucks. Authority to accept bid as presented, approving to set aside the two bid spec requirements not met (turn around time on repairs and failure to include the required covered sheet with the submitted bid)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

- B. Authority to Advertise Term Bid for Construction of Precast Bridges

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

- C. Renewal of Vending Contract with Coomes Distributors, Inc. commencing on June 1, 2021 through May 31, 2022

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

- D. Approval of Copier Contracts with Ricoh USA, Inc.
1. Board of Supervisors
2. Circuit Clerk (2)
3. Chancery Court

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

VIII. MIKE HARRISON, ROAD MANAGER

A. Request for approval of Cspire Utility Permit to construct Fiber Optic Service along or across Spillway Road and installed between Grants Ferry and Hidden Hills (District)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

B. Request for approval of Comcast Utility Permit to construct Fiber Optic Cable along across Andrew Chapel Road installed between Baker Lane and Trickhambridge Road (District 4)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Jay Bishop, Supervisor District 5
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

IX. TIM PARKER, COUNTY CONSULTING ENGINEER

A. Bethel Place -Approval of Preliminary Plat (District 3)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brad Calhoun, Supervisor District 3
SECONDER:	Jared Morrison, President
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

B. Mellomeade, Phase 3-Approval of Preliminary Plat (District 4)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Jay Bishop, Supervisor District 5
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

C. State Aid Program Modifications -Discussion and Potential Action

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

X. CRAIG SLAY, BOARD ATTORNEY

SET PUBLIC HEARINGS:

A. Set Public Hearing for June 3, 2021, at 9:00 a.m. for Dorothy Johnson Estate Nuisance Property, 111 Burnett Drive (District 2)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brad Calhoun, Supervisor District 3
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

B. Set Public Hearing for June 3, 2021 at 9:00 a.m. for George Taylor Nuisance Property, 113 Burnett Drive (District 2)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brad Calhoun, Supervisor District 3
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

C. Set Public Hearing for June 3, 2021 at 9:00 a.m. for Navjot Singh Nuisance Property, 257 Mt. Helm Road (District 2)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brad Calhoun, Supervisor District 3
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

D. Set Public Hearing for June 3, 2021 at 9:00 a.m. for Kellie Shoemaker Nuisance Property, 292 Red Oak Road (District 4)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brad Calhoun, Supervisor District 3
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

E. Set Public Hearing for June 3, 2021 at 9:00 a.m. for Angela Dennis, Charles Ross & Jennifer Ross Nuisance Property, 1188A Trickhambridge Road (District 4)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brad Calhoun, Supervisor District 3
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

F. Set Public Hearing for June 7, 2021 at 9:00 a.m. for Bill Mosby Rezoning Request, Highway 43 S (District 3)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brad Calhoun, Supervisor District 3
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

PUBLIC HEARINGS:

- G. Public Hearing for Carl Taylor Conditional Use Permit, 7 Bonaparte Street District 4)**
1. Action on Carl Taylor - Approval to deny the conditional use request.

Board Attorney, Craig Slay, opened the public hearing.
The following spoke in opposition:

Edwin Alford, residing at 12A Bonaparte Street
Daniel Shotts, residing at 27 Marseilles Street
Steve Renfroe, residing at 19 Bastille Street
Dan Ellison, residing at 10 Bonaparte Street
Cody Smith, residing at 9 Bonaparte Street

On behalf of the applicant, Gaye Nell Currie, residing at 3 D'Lest Street, addressed the Board. Also, Carl Taylor, the applicant, residing at 118 Willow Crest Circle, spoke regarding the concerns raised with the conditional use. Hearing no further comment, Mr. Slay closed the public hearing.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

- H. Public Hearing for Darryl & Danyale Mitchell Conditional Use Permit, 686 Andrew Chapel Road (District 4)
1. Action on Darryl & Danyale Mitchell - Approved with the following condition:
a. No additional mobile home to be place on the property

Board Attorney, Craig Slay, opened the public hearing. Hearing no comment, Mr. Slay closed the public hearing.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Jay Bishop, Supervisor District 5
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

- I. Public Hearing for James & Marsha Beasley Dimensional Variance, 151 Woodlands Glen Circle (District 2)
1. Action on James & Marsha Beasley

Board Attorney, Craig Slay, opened the public hearing.
The following spoke in opposition:
Keeley Woodfield, residing at 427 Woodlands Circle (representing Castlewood's Homeowners Association)
Hearing no further comment, Mr. Slay closed the public hearing.
Supervisor Gaines moved to table the hearing until June 7, 2021 at 9:00 a.m., seconded by Supervisor Calhoun.

RESULT:	TABLED [UNANIMOUS]
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

- J. Continuation of Dwayne Carr Conditional Use Permit, Hickory Ridge Road (District 1)
1. Action on Dwayne Carr - Authority to approved with the following conditions:
a. Applicant understands and agrees that by virtue of this conditional use, the applicant should not assume that his legal title to the real property that is the subject of this application, nor the granting of a permit, has been conclusively and judicially determined. Applicant understands and agrees that the Board of Supervisors does not determine matters of legal title to property. The applicant understands and agrees that nothing contained in the

permit addresses the issue of legal title of the subject property. The applicant understands and agrees that the issuance of a conditional use permit does not imply that the applicant is the owner of the real property. The applicant understands and agrees that should it later be determined that the applicant is not the title owner of the subject property, that he may be required to vacate the property and remove any fixture that is placed there.

Board Attorney, Craig Slay, opened the public hearing. Hearing no comment, Mr. Slay closed the public hearing.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jared Morrison, President
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

K. Public Hearing for Proposed Amendment to the Rankin County Local Nonhazardous Solid Waste Management Plan
1. Action on Local Nonhazardous Solid Waste Management Plan

Board Attorney, Craig Slay, opened the public hearing. Hearing no comment, Mr. Slay closed the public hearing.

RESULT:	NO ACTION
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OTHER

L. Discussion and potential action regarding county policy in applying applicable building codes and inspection requirements for renovation or new home construction that uses lumber milled from trees growing on real property where structure will be renovated or constructed. Consideration of conditions that should be applied to any exemption from normal inspection protocols and building code requirements. Authority to deviate from the standard building code inspection requirements for new home construction and/or renovation for use of milled lumber growing on property owned by an individual in Rankin County, or timber owned in Rankin County, where the lumber will be milled onsite and used strictly for the new home and/or renovation of an existing home on the site. No milled timber produced for this purpose may be sold to any third party or used on any other real property in Rankin County.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brad Calhoun, Supervisor District 3
SECONDER:	Jay Bishop, Supervisor District 5
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

M. Adoption of revised resolutions and authorization to execute revised interlocal agreements related to General Obligation Bond Refunding for Market Street, Lakeland Commons, Dogwood Festival Market and Dogwood Promenade TIFs in Flowood. This action is required by the Mississippi Attorney General's request to revise certain language in the original documents approved by this Board on March 1, 2021. This action has no effect on the County's obligations under the TIF agreements and is simply to correct language that does not affect the County

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

- N. With respect to agreement between Rankin County Board of Supervisors and Evergreen Water Association for relocation of water infrastructure in conflict with Andrew Chapel Road Project, ratification of issuance of check representing 50% payment of agreed upon relocation reimbursement amount. Ratification of issuance of check payable to Evergreen Water Association in the amount of \$117,500.00

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

- O. Ratification of Declaration of Emergency effective May 11, 2021, at 10:00 a.m., related to the cyber attack on fuel supplier, Colonial Pipeline, in Houston, Texas, that has caused fuel supply disruption to the Eastern and Southeastern United States. Ratification of issuances of purchase orders for fuel acquisition by Purchase Clerk without compliance with Miss. Code Ann. Section 31-7-13, et seq. (1972), as amended. Ratification of purchases of fuel under emergency declaration, and authorization to take all actions necessary from and after May 11, 2021, at 10:00 a.m. to secure necessary fuel supplies for County activities. Authority to issue payment for all fuel acquired pursuant to emergency declaration

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Jay Bishop, Supervisor District 5
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

XI. KEITH HICKS, COUNTY ADMINISTRATOR

- A. Request to assign Wanda Martin as applicant agent for (DR-4598 MEMA)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

- B. Request approval of renewal of Application for the Justice Assistant Grant (JAG) through the Department of Public Safety (DPS) for the Juvenile and Family Drug Courts in the amount of \$186,355.01 ending June 30, 2022

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

C. **Approval to accept DEQ Non-Competitive Grant (Bulky Waste Collection Program) in the amount of \$35,594.00 and authority for President to execute documents**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brad Calhoun, Supervisor District 3
SECONDER:	Jay Bishop, Supervisor District 5
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

D. **Authority to purchase three (3) used Ford Police Interceptor Utility vehicles, 2017 Vin#IFM5K8AR9HGC14575 -Mileage 63,347, in the amount of \$20,500.00; 2018 Vin#IFM5K8ARIJGB34841 -Mileage 64,858 in the amount of \$22,500.00; 2019 Vin#IFM5K8AROKGB28997 -Mileage 64,127; in the amount of \$24,000.00 each from the Missouri Highway Patrol pursuant to §31-7-13(m)(vi) Miss. Code Annotated (1972); Authority for Chief Investigator Brett McAlpin, Deputies Christian Dedmond, Hunter Lewis and Brian Whittingon of the Sheriff's Department to travel to Missouri to pick up the vehicles and pay any related travel expenses**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

XII. **ADDITIONAL BUSINESS TO BE DISCUSSED**

A. **Discussion of, and potential action of MEMA funds available with the county's match related to proposed weather shelters**

RESULT:	NO ACTION
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B. **Motion to add the following to the agenda:**
1. Authority to approve advertisement for the Gunter Road Improvement Project
2. Authority to approve advertisement for proposals on the old Chancery Court renovation
3. Authority to renew professional service contract with Chempro Services, LLC, for chemical control applications on public road rights of way and authority for Board President to execute document

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brad Calhoun, Supervisor District 3
SECONDER:	Jay Bishop, Supervisor District 5
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

C. **Motion to approve the following:**
1. Authority to approve advertisement for the Gunter Road Improvement Project
2. Authority to approve advertisement for proposals on the old Chancery Court renovation
3. Authority to renew professional service contract with Chempro

Services, LLC, for chemical control applications on public road rights of way and authority for Board President to execute document

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

XIII. Motion to Recess Until June 3, 2021 at 9:00 a.m.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

This the 14th Day of May, 2021



Jared Morrison

JARED MORRISON, PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS

Larry Swales

LARRY SWALES, CLERK OF THE BOARD

FOR IMMEDIATE RELEASE

Rankin County Board of Supervisors

601-824-2674

khicks@rankincounty.org**RANKIN COUNTY ANNOUNCES SCHOLARSHIP RECIPIENTS**

Brandon, MS – May 14, 2021 – At the May 14, 2021 meeting of the Rankin County Board of Supervisors, the Board presented Michael Chase Smith with a \$500 check as the Rankin County Recipient of the Mississippi Association of Supervisors County Employee Scholarship.

This year the MAS County Employee Scholarship program awarded \$30,000 in scholarships to dependents of current or retired county employees around the state.

Derrick Surrette, Executive Director of MAS said, "The MAS County Employee Scholarship program is one way that our Association can give back to the employees of our counties. We hope to have an even greater response to the program next year."

The Mississippi Association of Supervisors is a nonprofit support association for Mississippi's 82 counties. Since its inception in 1928, MAS has been committed to the improvement of county government across our state. MAS members have been instrumental in implementing efficient and effective grassroots government that serves the general welfare not only of the counties themselves, but of the entire state. For more information on MAS, visit our website at www.mssupervisors.org.

CERTIFICATE OF RECOGNITION

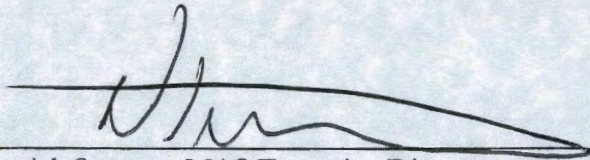
PRESENTED TO

Michael Chase Smith

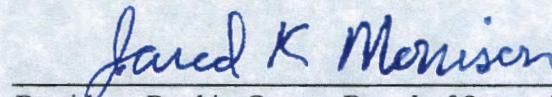
2021 Recipient of the MAS County Employee Scholarship

Awarded by the Mississippi Association of Supervisors and the
Rankin County Board of Supervisors

Awarded this 7th day of May, 2021



Derrick Surrette, MAS Executive Director



President, Rankin County Board of Supervisors

SUMMARY OF ALL FUNDS

FUND 1	Claims	1,937	to	2131	Checks	194	Total	1,045,932.12	Manual		Held	Total	1,045,932.12
FUND 12	Claims	36	to	41	Checks	6	Total	109,792.92	Manual		Held	Total	109,792.92
FUND 97	Claims	129	to	145	Checks	17	Total	51,060.69	Manual		Held	Total	51,060.69
FUND 105	Claims	49	to	56	Checks	8	Total	31,375.96	Manual		Held	Total	31,375.96
FUND 106	Claims	104	to	107	Checks	4	Total	4,701.28	Manual		Held	Total	4,701.28
FUND 107	Claims	4	to	4	Checks	1	Total	2,672.00	Manual		Held	Total	2,672.00
FUND 108	Claims	3	to	3	Checks	1	Total	388.96	Manual		Held	Total	388.96
FUND 114	Claims	42	to	46	Checks	5	Total	3,464.11	Manual		Held	Total	3,464.11
FUND 150	Claims	477	to	538	Checks	62	Total	407,309.63	Manual		Held	Total	407,309.63
FUND 160	Claims	88	to	100	Checks	13	Total	606,894.98	Manual		Held	Total	606,894.98
FUND 208	Claims	11	to	13	Checks	3	Total	3,219,925.72	Manual		Held	Total	3,219,925.72
FUND 214	Claims	3	to	4	Checks	2	Total	59,295.00	Manual		Held	Total	59,295.00
FUND 319	Claims	39	to	43	Checks	5	Total	256,828.00	Manual		Held	Total	256,828.00
FUND 350	Claims	4	to	4	Checks	1	Total	6,788.39	Manual		Held	Total	6,788.39
FUND 650	Claims	30	to	33	Checks	4	Total	113,285.11	Manual		Held	Total	113,285.11
FUND 654	Claims	8	to	8	Checks	1	Total	71,611.90	Manual		Held	Total	71,611.90
FUND 657	Claims	6	to	6	Checks	1	Total	38,110.65	Manual		Held	Total	38,110.65
FUND 658	Claims	6	to	6	Checks	1	Total	942.91	Manual		Held	Total	942.91
FUND 659	Claims	6	to	6	Checks	1	Total	1,987.36	Manual		Held	Total	1,987.36
FUND 660	Claims	6	to	6	Checks	1	Total	2,357.08	Manual		Held	Total	2,357.08
FUND 661	Claims	6	to	6	Checks	1	Total	687.13	Manual		Held	Total	687.13
FUND 662	Claims	6	to	6	Checks	1	Total	288.52	Manual		Held	Total	288.52
FUND 663	Claims	6	to	6	Checks	1	Total	498.71	Manual		Held	Total	498.71
FUND 664	Claims	6	to	6	Checks	1	Total	989.60	Manual		Held	Total	989.60
FUND 665	Claims	6	to	6	Checks	1	Total	214.19	Manual		Held	Total	214.19
FUND 666	Claims	8	to	8	Checks	1	Total	18,948.75	Manual		Held	Total	18,948.75
FUND 667	Claims	8	to	8	Checks	1	Total	16,112.48	Manual		Held	Total	16,112.48
FUND 668	Claims	15	to	19	Checks	5	Total	265,227.50	Manual		Held	Total	265,227.50
FUND 669	Claims	8	to	8	Checks	1	Total	2,200.00	Manual		Held	Total	2,200.00

Attachment: Claims Docket 4-16-21 thru 5-15-21 (16101 : Approval of Claims Docket in the Amount of \$8,594,353.22)

FUND 675 Claims	24 to 24	Checks	1 Total	181,570.73 Manual	Held	Total	181,570.73
FUND 676 Claims	1 to 1	Checks	1 Total	112.00 Manual	Held	Total	112.00
FUND 681 Claims	305 to 350	Checks	46 Total	1,803,145.15 Manual	Held	Total	1,803,145.15
FUND 690 Claims	8 to 8	Checks	1 Total	86,923.04 Manual	Held	Total	86,923.04
FUND 691 Claims	8 to 8	Checks	1 Total	34,707.59 Manual	Held	Total	34,707.59
FUND 692 Claims	8 to 8	Checks	1 Total	37,101.27 Manual	Held	Total	37,101.27
FUND 693 Claims	8 to 8	Checks	1 Total	110,901.79 Manual	Held	Total	110,901.79

Total for all Funds		Checks	396 Total	8,594,353.22 Manual	Held	Total	8,594,353.22

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

Audited Financial Statements

For the Year Ended September 30, 2020

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

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CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

FINANCIAL AUDIT REPORT

Windham and Lacey, PLLC

Certified Public Accountants

2708 Old Brandon Road
 Pearl, MS 39208
 (601)939-8676 Fax (601)939-8761
 windhamandlacey.com

P. O. Box 759
 Crystal Springs, MS 39059
 (601)892-4001 Fax (601)892-5978

Members:
 American Institute of CPAs
 Mississippi Society of CPAs

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
 Central Mississippi Regional Library System

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Central Mississippi Regional Library System as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the System's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. These financial statements are the responsibility of the System's management.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Central Mississippi Regional Library System as of September 30, 2020, and the respective changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require the Budgetary Comparison Schedule, the Schedule of the System's Contributions, the Schedule of the System's Proportionate Share of the Net Pension Liability, the Schedule of the System's Contributions-OPEB and the Schedule of the System's Proportionate Share of the Net OPEB Liability be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Omission of Required Supplementary Information

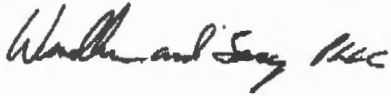
Central Mississippi Regional Library System has omitted the Management's Discussion and Analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Central Mississippi Regional Library System's basic financial statements. The accompanying Schedule of State/Federal and Other Financial Assistance is presented for purposes of additional analysis as required by the Mississippi Library Commission and is not a required part of the basic financial statements of the Central Mississippi Regional Library System. The Schedule of State/Federal and Other Financial Assistance is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 19, 2021, on our consideration of Central Mississippi Regional Library System's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the effectiveness of Central Mississippi Regional Library System's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Central Mississippi Regional Library System's internal control over financial reporting and compliance.



Windham and Lacey, PLLC
April 19, 2021

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

BASIC FINANCIAL STATEMENTS

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM
Statement of Net Position
September 30, 2020

Exhibit 1

	Governmental Activities
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 907,584
Due from other governments	29,748
Other receivables, net	30,463
Total Current Assets	<u>967,795</u>
Noncurrent Assets:	
Capital Assets:	
Books and library materials	2,420,087
Equipment	514,771
Furniture and fixtures	125,910
Less accumulated depreciation	<u>(2,228,094)</u>
Capital assets, net	832,674
Total Noncurrent Assets	<u>832,674</u>
Total Assets	<u>1,800,469</u>
DEFERRED OUTFLOWS OF RESOURCES	
Deferred outflows related to pensions	337,860
Deferred outflows related to other post-employment benefits	80,386
Total Deferred Outflows of Resources	<u>418,246</u>
LIABILITIES	
Current Liabilities:	
Accounts payable and accrued liabilities	2,662
Deferred revenue	59,952
Current portion of other post-employment benefits liability	19,378
Total Current Liabilities	<u>81,992</u>
Noncurrent Liabilities:	
Compensated absences	123,469
Net pension liability	4,631,214
Net other post-employment benefits liability	446,626
Total Noncurrent Liabilities	<u>5,201,309</u>
Total Liabilities	<u>5,283,301</u>
DEFERRED INFLOWS OF RESOURCES	
Deferred inflows related to pensions	72,995
Deferred inflows related to other post-employment benefits	117,888
Total Deferred Inflows of Resources	<u>190,883</u>
NET POSITION	
Net investment in capital assets	832,674
Restricted	14,388
Unrestricted	<u>(4,102,531)</u>
Total Net Position	\$ <u>(3,255,469)</u>

The notes to the financial statements are an integral part of this statement.

Attachment: Acknowledgement Receipt of Central MS Regional Library System Audited Financial Statement for Year Ended September 30, 2020

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM
Statement of Activities
For the Year Ended September 30, 2020

Exhibit 2

Functions/Programs	Program Revenues			Net (Expense) Revenue and Changes in Net Position
	Expenses	Charges for Services	Operating Grants and Contributions	
Primary government:				
Governmental activities:				
Library services	\$ 3,496,782	117,285	671,238	(2,708,259)
Total Governmental Activities	3,496,782	117,285	671,238	(2,708,259)
Total Primary Government	\$ 3,496,782	117,285	671,238	(2,708,259)
General Revenues:				
County and city revenues				\$ 2,816,771
Interest				9,510
Miscellaneous				3,682
Total General Revenues				2,829,963
Change in Net Position				121,704
Net Position - Beginning				(3,377,173)
Net Position - Ending				\$ (3,255,469)

The notes to the financial statements are an integral part of this statement.

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM
 Balance Sheet - Governmental Funds
 September 30, 2020

Exhibit 3

	Major Funds		Total Governmental Funds
	General Fund	Special Revenue Fund	
ASSETS			
Cash	\$ 907,584		907,584
Due from other governments	6,794	22,954	29,748
Due from other funds	22,954		22,954
Receivables	30,463		30,463
Total Assets	\$ 967,795	22,954	990,749
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable and accrued liabilities	\$ 2,662		2,662
Deferred revenue	59,952		59,952
Due to other funds		22,954	22,954
Total Liabilities	62,614	22,954	85,568
Fund Balances:			
Restricted for:			
Unemployment reserve	13,861		13,861
Rose H. Johnson Memorial Scholarship Fund	527		527
Unassigned	890,793		890,793
Total Fund Balances	905,181	0	905,181
Total Liabilities and Fund Balances	\$ 967,795	22,954	990,749

The notes to the financial statements are an integral part of this statement.

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM
 Reconciliation of Governmental Funds Balance Sheet to the Statement of Net Assets
 September 30, 2020

Exhibit 3-1

Total fund balance - governmental funds (Exhibit 3)	\$	\$	905,181
Amounts reported for governmental services in the Statement of Net Position (Exhibit 1) are different because:			
Capital assets are used in governmental activities are not financial resources and, therefore, are not reported in the funds, net of accumulated depreciation.			832,674
Pension obligations are not due and payable in the current period and, therefore, are not reported in the fund:			
Net pension liability	(4,631,214)		
Deferred outflows of resources related to pension obligations are applicable to future periods and, therefore, are not reported in the funds:			
Deferred outflows of resources related to pension obligations	337,860		
Deferred inflows of resources related to pension obligations	(72,995)	(4,366,349)	
Other post-employment benefits obligations are not due and payable in the current period and, therefore, are not reported in the fund:			
Net other post-employment benefits liability	(466,004)		
Deferred outflows of resources related to other post-employment benefits obligations are applicable to future periods and, therefore, are not reported in the funds:			
Deferred outflows of resources related to pension obligations	80,386		
Deferred inflows of resources related to pension obligations	(117,888)	(503,506)	
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds - compensated absences.			(123,469)
Total net position - governmental activities (Exhibit 1)	\$	\$	<u>(3,255,469)</u>

The notes to the financial statements are an integral part of this statement.

Attachment: Acknowledgement Receipt of Central MS Regional Library System Audited Financial Statement for Year Ended September 30, 2020

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM
Statement of Revenues, Expenditures and Changes in Fund Balances -
Governmental Funds
For the Year Ended September 30, 2020

Exhibit 4

	<u>Major Funds</u>		<u>Total</u>
	<u>General</u>	<u>Special</u>	<u>Governmental</u>
	<u>Fund</u>	<u>Revenue Fund</u>	<u>Funds</u>
REVENUES			
Local sources	\$ 2,816,771		2,816,771
State sources		541,335	541,335
Federal sources		11,600	11,600
Other grants	118,303		118,303
Fines and fees	117,285		117,285
Other	13,192		13,192
Total Revenues	<u>3,065,551</u>	<u>552,935</u>	<u>3,618,486</u>
EXPENDITURES			
Current (operating):			
Library services	<u>2,720,919</u>	<u>552,935</u>	<u>3,273,854</u>
Total Expenditures	<u>2,720,919</u>	<u>552,935</u>	<u>3,273,854</u>
Excess of Revenues Over (Under) Expenditures	<u>344,632</u>	<u>0</u>	<u>344,632</u>
Net Changes in Fund Balances	344,632	0	344,632
Fund Balances - Beginning	<u>560,549</u>	<u>0</u>	<u>560,549</u>
Fund Balances - Ending	<u>\$ 905,181</u>	<u>0</u>	<u>905,181</u>

The notes to the financial statements are an integral part of this statement.

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM
 Reconciliation of the Statement of Revenues, Expenditures and Changes
 in Fund Balances of Governmental Funds to the Statement of Activities
 For the Year Ended September 30, 2020

Exhibit 4-1

Net changes in fund balances - total governmental funds (Exhibit 4)	\$	\$	344,632
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Amounts reported for governmental activities in the Statement of Activities
 are different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. Thus, the change in net position differs from the change in fund balances by the amount that capital outlay, \$235,091, was exceeded by depreciation expense, \$324,433, in the current period.	(89,342)
--	----------

Items reported in the Statement of Activities relating to the implementation of GASB
 Statement No. 68 are not reported in the governmental funds. These activities
 include:

Recognition of pension expense for the current year	(414,325)	
Recognition of contributions made subsequent to the measurement date	63,977	
Recognition of contributions made in the fiscal year prior to the measurement date	<u>207,382</u>	(142,966)

Items reported in the Statement of Activities relating to the implementation of GASB
 Statement No. 75 are not reported in the governmental funds. These activities include:

Recognition of other post-employment benefits expense for the current year	12,285	
Recognition of contributions made subsequent to the measurement date	4,646	
Recognition of contributions made in the fiscal year prior to the measurement date	<u>0</u>	16,931

Under the modified accrual basis of accounting used in the governmental funds,
 expenditures are not recognized for transactions that are not normally paid with
 expendable available financial resources. However, in the Statement of Activities,
 which is presented on the accrual basis, expenses and liabilities are reported
 regardless of when financial resources are available. Thus, the change in net position
 differs from the change in fund balances by the following item:

Change in compensated absences	<u>(7,551)</u>
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Change in net position of governmental activities (Exhibit 2)	\$	\$	<u><u>121,704</u></u>
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The notes to the financial statements are an integral part of this statement.

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

NOTES TO FINANCIAL STATEMENTS

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

Notes to Financial Statements
For the Year Ended September 30, 2020

(1) The Organization and its Accounting Policies.

A. Basis of Presentation.

The accompanying financial statements of the Central Mississippi Regional Library System have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as prescribed by the Governmental Accounting Standards Board (GASB). GASB is the accepted standard-setting body for governmental accounting and financial reporting principles.

The account classifications used in the financial statements conform to the broad classifications recommended in *Governmental Accounting, Auditing and Financial Reporting* as issued in 2012 by the Government Finance Officers Association.

B. Financial Reporting Entity.

The Central Mississippi Regional Library System (System) was formed on October 1, 1986, when the Jackson Metropolitan Library System was dissolved. It is governed by a Board of Trustees, with one Trustee each from Scott, Simpson and Smith Counties and two Trustees from Rankin County. The supervisors of the various counties appoint the Trustees. As defined by accounting principles generally accepted in the United States of America, CMRLS is an "other stand-alone government." The System is a related organization, but not a component unit of the cities and counties comprising the System's operating territory, since governing authorities of the counties select a majority of the System's board but do not have financial accountability for the Library System.

C. Government-wide and Fund Financial Statements.

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the nonfiduciary activities of the System.

The Statement of Net Position reports all of the System's nonfiduciary assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the difference reported as net position.

The Statement of Activities demonstrates the degree to which expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include charges to customers who purchase, use, or directly benefit from services or privileges provided and grants and contributions that are restricted to meeting certain operational or capital needs of a function. Taxes and other items not included in program revenues are reported as general revenues.

Separate financial statements are provided for governmental funds. Major individual governmental funds are reported in separate columns in the fund financial statements.

D. Measurement Focus, Basis of Accounting and Financial Statement Presentation.

The government-wide financial statements are reported using the economic resources measurement and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred.

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

Notes to Financial Statements
For the Year Ended September 30, 2020

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or within sixty days after year-end. State appropriations and federal awards associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred, if measurable.

Major Governmental Funds.

The General Fund is the general operating fund of the System. It is used to account for all financial resources except those required to be accounted for in another fund.

The Special Revenue Fund is used to account for proceeds of specific revenue sources (other than major capital projects) that are legally restricted to expenditures for specified purposes.

E. Net Position and Fund Balance.

The difference between assets, deferred outflows of resources, liabilities, and deferred inflows of resources is reported as Net Position on the government-wide financial statements and as Fund Balance on the governmental funds financial statements.

GAAP requires that net position be subdivided into three categories:

Net investment in capital assets - capital assets net of accumulated depreciation and related deferred outflows of resources reduced by outstanding balances for bonds, notes and other debt net of unspent debt proceeds and related deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets.

Restricted net position - assets and deferred outflows of resources less any related liabilities and deferred inflows of resources that are restricted externally by creditors, grantors, contributors, or imposed by law through constitutional provision or enabling legislation.

Unrestricted net position - the net amount of assets, deferred outflows of resources, liabilities, and deferred inflows of resources that is not classified as net investment in capital assets or restricted net position.

Net Position Flow Assumption:

When an expense is incurred for purposes for which both restricted and unrestricted resources are available, it is the System's general policy to use restricted resources first.

In accordance with Government Accounting Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, the System classifies governmental fund balances as follows:

Restricted - Includes fund balance amounts that are constrained for specific purposes which are internally imposed by providers, such as creditors or amounts constrained due to constitutional provisions or enabling legislation.

Unassigned - Includes positive fund balance with the General Fund which has not been classified within the abovementioned categories and negative fund balances in other governmental funds.

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

Notes to Financial Statements
For the Year Ended September 30, 2020

Fund Balance Flow Assumption:

When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned or unassigned) resources are available, it is the System's general policy to use restricted resources first. When expenditures are incurred for purposes for which unrestricted (committed, assigned and unassigned) resources are available, and amounts in any of these unrestricted classifications could be used, it is the System's general policy to spend committed resources first, followed by assigned amounts, and then unassigned amounts.

When an expenditure is incurred for purposes in which all classifications of spendable fund balance are available, it is the System's general policy to use fund balances in the following order: restricted, committed and unassigned.

F. Cash and Cash Equivalents.

The System deposits funds in financial institutions selected by the Board. State statutes specify how these depositories are to be selected. Cash consists of amounts on deposit in demand accounts and certificates of deposit and is valued at cost.

G. Receivables.

Receivables represent amounts due to the System for revenue earned that will be collected sometime in the future. Receivables are reported net of allowances for uncollectible accounts where applicable.

H. Capital Assets and Long-term Liabilities.

Capital assets purchased or acquired are carried at historical cost or estimated historical cost. Contributed assets are recorded at fair market value as of the date received. The System defines capital assets as assets with an initial cost of more than \$1,000 and an estimated useful life in excess of two years. The cost of normal maintenance and repairs that do not add value to the asset or materially extend asset lives are not capitalized.

Capital assets are depreciated using the straight-line method over the following useful lives:

Equipment	3 to 5 years
Books and Library Materials	2 to 5 years
Furniture and Fixtures	5 years

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the governmental activities Statement of Net Position.

I. Deferred Outflows/Inflows of Resources.

In addition to assets, the Statement of Financial Position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expenses/expenditures) until then. Central Mississippi Regional Library System has deferred outflows which are presented as deferred outflows of resources related to pension obligations and other post-employment benefits obligations.

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

Notes to Financial Statements
For the Year Ended September 30, 2020

In addition to liabilities, the Statement of Financial Position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. Central Mississippi Regional Library System has deferred inflows which are presented as deferred inflows of resources related to pension obligations and other post-employment benefits obligations.

J. Reconciliation of Government-wide and Fund Financial Statements.

The governmental fund balance sheet includes a reconciliation between fund balance – total governmental funds and net assets – governmental activities as reported in the government-wide Statement of Net Position.

The governmental fund Statement of Revenues, Expenditures, and Changes in Fund Balances includes a reconciliation between net changes in fund balances – total governmental activities as reported in the government-wide Statement of Activities.

K. Budgets.

The System's Board of Directors is not legally required to adopt a budget for the System. Budgeting of federal and state grants is performed at the management level and approved by the funding authority. All other funds are budgeted and spent by the System's management and Board of Directors as considered available and necessary.

L. Pensions.

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employees' Retirement System of Mississippi (PERS) and additions to/deductions from PERS' fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

M. Postemployment Benefits Other than Pensions (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the State and School Employees' Life and Health Plan (OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis as they are reported by the OPEB Plan. Fiduciary net position was \$1,037,000 as of the measurement date of June 30, 2020. For this purpose, the OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms.

N. Compensated Absences.

The System records the vested portion of accumulated unused compensated absences at year-end based on each employee's accumulated unused hours and rate of pay. All compensated absences up to 15 days (120 hours) are accrued when incurred in the governmental-wide financial statements. Compensated absences expected to be liquidated with expendable available financial resources is reported as an expenditure and a fund liability of the governmental fund that will pay.

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

Notes to Financial Statements
For the Year Ended September 30, 2020

(2) Cash and Other Deposits.

The collateral for public entities' deposits in financial institutions is now held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5, Miss. Code Ann. (1972). Under this program the System's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of a failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Depository Insurance Corporation.

The carrying amount of the System's cash and other deposits with financial institutions was \$907,584 and the bank balances and other deposits were \$921,301.

(3) Due from Other Governments and Other Receivables.

Due from other governments and other receivables consists of the following:

Due from Other Governments:

Accrued Branch Revenue	\$ 6,794
State of Mississippi Health & Life Insurance reimbursement	<u>22,954</u>
Total	<u>\$ 29,748</u>

Other Receivables:

Estimated current collectible fines outstanding	\$ <u>30,463</u>
Total	<u>\$ 30,463</u>

(4) Capital Assets.

The following is a summary of changes in capital assets:

	Balance Oct. 1, 2019	Additions	Deletions	Balance Sept. 30, 2020
Books and library materials	\$ 2,186,996	233,091		2,420,087
Equipment	538,791	2,000	(26,020)	514,771
Furniture and fixtures	125,910			125,910
Total	<u>2,851,697</u>	<u>235,091</u>	<u>(26,020)</u>	<u>3,060,768</u>
Less: Accumulated Depreciation				
Books and library materials	1,270,182	321,299		1,591,481
Equipment	541,175	3,134	(26,020)	518,289
Furniture and fixtures	118,324			118,324
Total	<u>1,929,681</u>	<u>324,433</u>	<u>(26,020)</u>	<u>2,228,094</u>
Total capital assets, being depreciated, net	<u>\$ 922,016</u>	<u>(89,342)</u>	<u>0</u>	<u>832,674</u>

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

Notes to Financial Statements
For the Year Ended September 30, 2020

(5) Long-term Debt.

The following is a summary of changes in long-term debt (See Note 1(M)):

	Balance Oct. 1, 2019	Net Change	Balance Sept. 30, 2020
Accrued compensated absences	\$ 115,918	\$ 7,551	\$ 123,469

(6) Deferred Outflows of Resources.

The System reports the following items in this category:

Government-wide Statement of Net Position:

- Deferred Outflows Related to Pensions - This amount represents the System's proportionate share of the deferred outflows of resources reported by the pension plan in which the System participates. Refer to Note 8 for additional details.
- Deferred Outflows Related to Other Post-Employment Benefits - This amount represents the System's proportionate share of the deferred outflows of resources reported by the health and life insurance plan in which the System participates. Refer to Note 9 for additional details.

(7) Deferred Inflows of Resources.

The System reports the following items in this category:

Government-wide Statement of Net Position:

- Deferred Inflows Related to Pensions - This amount represents the System's proportionate share of the deferred inflows of resources reported by the pension plan in which the System participates. Refer to Note 8 for additional details.
- Deferred Inflows Related to Other Post-Employment Benefits - This amount represents the System's proportionate share of the deferred inflows of resources reported by the health and life insurance plan in which the System participates. Refer to Note 9 for additional details.

(8) Defined Benefit Pension Plan.

General Information About the Pension Plan

Plan Description. The System is a member of the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing, multiple-employer, defined benefit pension plan as defined in GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*. Membership in PERS is a condition of employment and is granted upon hiring for qualifying employees and officials of the System. Code Section 25-11-15, Miss. Code Ann. (1972), grants the authority for general administration and proper operation of PERS to the PERS Board of Trustees (PERS Board). PERS issues a publicly available Comprehensive Annual Financial Report that can be obtained at www.pers.ms.gov.

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

Notes to Financial Statements
For the Year Ended September 30, 2020

Benefits Provided – For those persons employed by political subdivisions and instrumentalities of the State of Mississippi, membership is contingent upon approval of the entity's participation in PERS by the PERS' Board of Trustees. If approved, membership for the entity's employees is a condition of employment and eligibility is granted to those who qualify upon hiring. Participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who become members of PERS before July 1, 2011) are entitled, upon application, to an annual retirement allowance payable monthly for life in an amount equal to 2.00% of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.50% for each additional year of credited service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less. Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. A member may elect a reduced retirement allowance payable for life with the provision that, after death, a beneficiary receives benefits for life or for a specified number of years. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of PERS before July 1, 2007).

PERS also provides certain death and disability benefits. In the event of death prior to retirement of any member whose spouse and/or children are not entitled to a retirement allowance, the deceased member's accumulated contributions and interest are paid to the designated beneficiary. Benefit provisions are established by Section 25-11-1 et seq., Miss. Code Ann. (1972), and may be amended only by the State Legislature.

A Cost of Living Adjustment (COLA) is made to eligible retirees and beneficiaries. The COLA is equal to 3 percent of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of PERS before July 1, 2011), with 3 percent compounded for each fiscal year thereafter.

Contributions – Per Chapter 11 of Title 25, Miss. Code Ann. (1972), contribution requirements of plan members and their employers are established and may be amended only by the Mississippi Legislature. The adequacy of these rates is assessed annually by actuarial valuation. For the year ended September 30, 2020, member employees were required to contribute 9.00 percent of their annual pay, while the System's required contribution rate was 15.75 percent of annual covered payroll through June 30, 2019, and 17.40 percent, thereafter. The System's employer contributions to PERS for the years ended September 30, 2020, 2019 and 2018 were \$271,359, \$259,527, \$242,001, respectively. The contributions for each year met the required contributions.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2020, Central Mississippi Regional Library System reported a liability of \$4,631,214 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The System's proportion of the net pension liability was based on a projection of the System's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. At June 30, 2020, the System's proportionate share was 0.023923 percent, which was a decrease of 0.00055300 from its proportionate share used to calculate the September 30, 2019 net pension liability, which was based on a measurement date of June 30, 2019.

For the year ended September 30, 2020, Central Mississippi Regional Library System recognized pension expense of \$414,325.

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

Notes to Financial Statements
For the Year Ended September 30, 2020

At September 30, 2020, Central Mississippi Regional Library System reported as components of pension expense, deferred outflows of resources and deferred inflows of resources from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 40,200	
Net difference between projected and actual earnings on pension plan investments	189,650	
Changes of assumptions	26,506	
Changes in proportion and differences between entity contributions and proportionate share of contributions	17,527	72,995
Entity contributions subsequent to the measurement date	63,977	
Total	\$ 337,860	72,995

\$69,796 reported as deferred outflows of resources related to pensions resulting from the System's contributions subsequent to the measurement date will be recognized as a reduction to the net pension liability in the year ended September 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30:	Deferred Outflows of Resources	Deferred Inflows of Resources
2021	\$ 15,644	27,442
2022	106,299	27,442
2023	90,640	18,111
2024	61,300	
Total	\$ 273,883	72,995

Actuarial Assumptions. The total pension liability in the June 30, 2020 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.75 percent
Salary increases	3.00 – 18.25 percent, including inflation
Investment rate of return	7.75 percent, net of pension plan investment expense, including inflation

Mortality rates were based on the PubS.H-2010(B) Retiree Table, set forward one year for males.

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

Notes to Financial Statements
For the Year Ended September 30, 2020

The actuarial assumption used in the June 30, 2020 valuation was based on the results of an actuarial experience study for the pension July 1, 2012 to June 30, 2016. The experience report is dated April 18, 2019.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation		Long-term Expected Real Rate of Return	
U.S. Broad	27.00	%	4.90	%
International Equity	22.00		4.75	
Global	12.00		5.00	
Emerging Debt	20.00		0.50	
Real Assets	10.00		4.00	
Private Equity	8.00		6.25	
Cash	1.00			
Total	100.00	%		

Discount Rate. The discount rate used to measure the total pension liability was 7.75%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate (9.00%) and that employer contributions will be made at the current employer contribution rate (15.75%). Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the System's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate. The following table presents the System's proportionate share of the net pension liability of the cost-sharing plan, calculated using the discount rate of 7.75%, as well as what the System's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.75%) or 1-percentage-point higher (8.75%) than the current rate:

	1% Decrease (6.750%)	Current Discount Rate (7.75%)	1% Increase (8.75%)
Entity's proportionate share of the net pension liability	\$ 5,994,538	\$ 4,631,215	\$ 3,505,925

Pension Plan Fiduciary Net Position. Detailed information about the pension plan's fiduciary net position is available in the separately issued PERS Comprehensive Annual Financial Report, publicly available at www.pers.ms.gov.

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

Notes to Financial Statements
For the Year Ended September 30, 2020

(9) Other Postemployment Benefits (OPEB)

General Information about the OPEB Plan.

Plan Description. State law mandates that all state, public education, library, junior and community college and retiring employees be offered health and life benefit coverage through the State and School Employees' Life and Health Insurance Plan (the Plan). The Plan was established by Section 25-15-3, et seq., Miss. Code Ann. (1972), which may be amended only by the State Legislature. The State and School Employees' Health Insurance Management Board (the Board) administers the Plan. The Board has the sole legal authority to promulgate rules and regulations governing the operations of the Plan within the confines of the law governing the Plan. The Plan is self-insured and is financed through premiums collected from employers, employees, retirees and COBRA participants. The Plan provides for Other Postemployment Benefits (OPEB) as a multiple-employer defined benefit OPEB plan. A trust was created June 28, 2018 for the OPEB Plan and, while no trust was in place for the June 30, 2017 Plan year-end, for purposes of comparability for future periods, terminology used herein is based on the Plan being a cost-sharing multiple-employer defined benefit OPEB Plan. The Plan does not issue a stand-alone financial report.

Benefits Provided - The Plan was formed by the State Legislature to provide group health and life benefits to full-time active and retired employees of the State agencies, universities, community/junior colleges, public school systems and public libraries. In addition, the spouse and/or children of covered employees and retirees, as well as surviving spouses and COBRA participants, may be eligible for health insurance coverage under the Plan. Benefits of the OPEB Plan consist of an implicit rate subsidy, which is essentially the difference between the average cost of providing health care benefits to retirees under age 65 and the average cost of providing health care benefits to all participants when premiums paid by retirees are not age adjusted. Employees' premiums are funded primarily by their employers. Retirees must pay their own premiums, as do active employees for spouse and dependent medical coverage. The Board has the sole authority for setting life and health insurance premiums for the Plan. Per Section 12-15-15 (10), Miss. Code Ann. (1972), a retired employee electing to purchase retiree life and health insurance must pay the full cost of such insurance premium. If the Board determined actuarially that the premium paid by the participating retirees adversely affects the overall cost of the Plan to the State, then the Board may impose a premium surcharge, not to exceed 15%, upon such participating retired employees who are under the age for Medicare eligibility and who are initially employed before January 1, 2006. For participating retired employees who are under the age for Medicare eligibility and who are initially employed on or after January 1, 2006, the Board may impose a premium surcharge in an amount the Board determined actuarially to cover the full cost of insurance.

The Plan offers a Base option and a Select option for health benefits for non-Medicare participants. The Plan includes a separate coverage level for Medicare eligible retirees, Medicare eligible surviving spouses, and Medicare eligible dependents of retirees and surviving spouses.

Contributions - The Board has the sole authority for setting life and health insurance premiums for the Plan. The required premiums vary based on the plan selected and the type of participant. Employers pay no premiums for retirees while employees' premiums are funded primarily by their employer.

Contributions to the OPEB Plan from the System were \$18,584 for the year ended September 30, 2020.

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

Notes to Financial Statements
For the Year Ended September 30, 2020

OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB.

At June 30, 2020, the System reported a liability of \$466,004 for its proportionate share of the net OPEB liability. The net OPEB liability was measured as of June 30, 2020, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that date. The basis for the System's proportion is determined by comparing the employer's average monthly employees participating in the Plan with the total average employees participating in the Plan in the fiscal year of all employers. The allocation was utilized because the level of premiums contributed by each employer is the same for any employee regardless of plan participation elections made by the employee. At the measurement date of June 30, 2020, the System's proportion was 0.05988613 percent. This was a decrease of 0.00175837 percent from the proportionate share as of the measurement date of June 30, 2019.

For the year ended September 30, 2020, the System recognized OPEB expense of \$6,300. At September 30, 2020, the System reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 594	81,097
Changes of assumptions	72,351	19,693
Net difference between projected and actual earnings on OPEB plan investments	15	
Changes in proportion and differences between System contributions and proportionate share of contributions	2,780	17,098
System contributions subsequent to the measurement date	4,646	
Total	\$ 80,386	117,888

\$4,646 reported as deferred outflows of resources related to OPEB resulting from System contributions subsequent to the measurement date will be recognized as a reduction to the net OPEB liability in the year ended June 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ending June 30:

2021	\$ (7,025)
2022	(7,025)
2023	(7,025)
2024	(7,025)
2025	(7,025)
Thereafter	(7,025)
Total	\$ (42,148)

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

Notes to Financial Statements
For the Year Ended September 30, 2020

Actuarial Assumptions. The total OPEB liability in the June 30, 2020 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.75 percent
Salary increases	3.00 - 18.20 percent, including wage inflation
Long-term investment rate of return, net of OPEB Plan investment expense, including inflation	4.50 percent
Municipal bond index rate	
Measurement date	2.19 percent
Prior measurement date	3.50 percent
Year FNP is projected to be depleted	
Measurement date	2020
Prior measurement date	2019
Single equivalent interest rate, net of OPEB Plan investment expense, including inflation	
Measurement date	2.19 percent
Prior measurement date	3.50 percent
Health care cost trends	
Medicare supplement claims	
Pre-Medicare	7.00 percent for 2020 decreasing to an ultimate rate of 4.50 percent by 2030

Both pre-retirement and post-retirement mortality rates were based on the PubS.H-2010(B) Retiree Table with the following adjustments: For males, 112% of male rates from ages 18 to 75 scaled down to 105% for ages 80 to 119. For females, 85% of the female rates from ages 18 to 65 scaled up to 102% for ages 75 to 119. Post-disability mortality rates will be projected generationally using the MP-2018 projection scale to account for future improvements in life expectancy.

The demographic actuarial assumptions used in the June 30, 2020 valuation were based on the results of an actuarial experience study dated April 18, 2020.

The remaining actuarial assumptions (e.g., initial per capita costs, health care cost trends, rate of plan participation, rates of plan election, etc.) used in the June 30, 2020 valuation were based on a review of recent plan experience done concurrently with the June 30, 2020 valuation.

The plan had no assets as of the measurement date of 2020.

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

Notes to Financial Statements
For the Year Ended September 30, 2020

Discount Rate. The discount rate used to measure the total OPEB liability at June 30, 2020 was 3.50 percent. Since the prior measurement date, the discount rate has changed from 3.50% to 3.89%.

Since no trust was set up as of June 30, 2020, there was no projection of cash flows for the Plan and the Plan was projected to be depleted in 2020.

The discount rate determination will use a municipal bond rate to the extent the trust is projected to run out of money before all benefits are paid. The rate used, if necessary, for this purpose is the average of the Bond Buyer General Obligation 20-year Municipal Bond Index Rates during the month of June published at the end of each week by the Bond Buyer.

Sensitivity of the System's Proportionate Share of the Net OPEB Liability to Changes in the Discount Rate. The following presents the System's proportionate share of the net OPEB liability, as well as what the System's proportionate share of the net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.19 percent) or 1-percentage-point higher (3.19 percent) than the current discount rate:

	1% Decrease (1.19%)	Current Discount Rate (2.19%)	1% Increase (3.19%)
Net OPEB Liability	\$ 514,966	\$ 466,004	\$ 424,007

Sensitivity of the System's Proportionate Share of the Net OPEB Liability to Changes in the Healthcare Cost Trend Rates. The following presents the System's proportionate share of the net OPEB liability, as well as what the System's proportionate share of the net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	1% Decrease (1.19%)	Healthcare Cost Trend Rates Current (2.19%)	1% Increase (3.19%)
Net OPEB Liability	\$ 430,283	\$ 466,004	\$ 506,473

OPEB Plan Fiduciary Net Position. The fiduciary net position for the OPEB Plan was zero as of June 30, 2020, the measurement date. Therefore, no separately issued financials were prepared. Detailed information about the OPEB Plan's fiduciary net position for June 30, 2020 and going forward will be available in separately issued financial reports available on the Mississippi Department of Finance and Administration's website.

(10) Risk Management.

The System is exposed to various risks of loss related to torts, errors or omissions, and injuries to employees. The System carries commercial insurance for these risks.

(11) Headquarters Building and Library Branches Ownership.

The System consists of a headquarters building and twenty library branches. The System relocated headquarters December 31, 2010 into a building owned by Rankin County. The county provides the building at no cost to the system. Each of the 20 library buildings is owned by either its respective city or county.

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

Notes to Financial Statements
For the Year Ended September 30, 2020

(12) Interfund Transfers.

Expenditures related to the Special Revenue Fund not yet reimbursed by the state are paid for by the General Fund. The Special Revenue Fund then transfers the reimbursement money to the General Fund when it is received.

(13) Economic Dependence.

The System receives a substantial amount of its support from state and local governments. A significant reduction in this level of support, should it occur, may have a material effect on the System's programs and activities.

(14) Effect of Deferred Pension Amounts on Net Position.

The System's unrestricted net position amount of (\$4,631,214), includes the effect of deferring the recognition of expenses resulting from a deferred outflow from pensions. The \$337,860 balance of deferred outflow of resources at September 30, 2020, will be recognized as an expense and will decrease the unrestricted net position over the next three years.

The System's unrestricted net position amount of (\$4,631,214) includes the effect of deferring the recognition of income resulting from a deferred inflow from pensions. The \$72,995 balance of deferred inflows of resources at September 30, 2020, will be recognized as income and will increase the unrestricted net position over the next four years.

The System's unrestricted net position amount of (\$446,004), includes the effect of deferring the recognition of expenses resulting from a deferred outflow from other post-employment benefits. The \$80,386 balance of deferred outflow of resources at September 30, 2020, will be recognized as an expense and will decrease the unrestricted net position in the year ended September 30, 2021.

The System's unrestricted net position amount of (\$446,004) includes the effect of deferring the recognition of income resulting from a deferred inflow from other post-employment benefits. The \$117,888 balance of deferred inflows of resources at September 30, 2020, will be recognized as income and will increase the unrestricted net position over the next six years.

(15) Subsequent Events.

Events that occur after the Statement of Net Cash Position date but before the financial statements are available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the Statement of Net Cash Position date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the Statement of Net Position date require disclosure in the accompanying notes. Management of the System evaluated the activity of the System through April 19, 2021, and determined that no subsequent event has occurred requiring disclosure in the notes to the financial statements.

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

REQUIRED SUPPLEMENTARY INFORMATION

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM
 Budgetary Comparison Schedule -
 Budget and Actual (Non-GAAP Basis)
 General Fund - UNAUDITED
 For the Year Ended September 30, 2020

	Final Budget	Actual (Budgetary Basis)	Variance with Final Budget Positive (Negative)
REVENUES			
Local sources	\$ 2,496,303	2,816,771	320,468
Fines and fees	181,850	117,285	(64,565)
Grants	200,000	118,303	(81,697)
Other	291,700	566,127	274,427
Total Revenues	<u>3,169,853</u>	<u>3,618,486</u>	<u>448,633</u>
EXPENDITURES			
Library services	<u>3,169,853</u>	<u>3,273,854</u>	<u>(104,001)</u>
Total Expenditures	<u>3,169,853</u>	<u>3,273,854</u>	<u>(104,001)</u>
Excess of Revenues Over (Under) Expenditures	\$ <u>0</u>	<u>344,632</u>	<u>344,632</u>
Net Change in Fund Balance		344,632	
Fund Balances - Beginning		<u>560,549</u>	
Fund Balances - Ending		\$ <u>905,181</u>	

The notes to the financial statements are an integral part of this schedule.

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM
Schedule of the System's Contributions
Last 10 Fiscal Years* - UNAUDITED
PERS
For the Year Ended September 30, 2020

	2020	2019	2018	2017	2016	2015
Contractually required contribution	\$ 271,359	259,527	242,001	246,929	247,026	241,017
Contributions in relation to the contractually required contribution	<u>271,359</u>	<u>259,527</u>	<u>242,001</u>	<u>246,929</u>	<u>247,026</u>	<u>241,017</u>
Contribution deficiency (excess)	<u>\$ 0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
System covered payroll	\$ 1,559,534	1,605,768	1,536,514	1,567,803	1,568,419	1,530,268
Contributions as a percentage of covered payroll	17.40%	**	15.75%	15.75%	15.75%	15.75%

* The amounts presented for each fiscal year were determined as of the measurement date of June 30 of the fiscal year presented.

** Until July 1, 2019 contributions were 15.75%. Subsequent to July 1, 2019, contributions were 17.40%.

This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented for the fiscal year ending September 30, 2015, and until a full 10-year trend is compiled, the System has only presented information for the years in which information was available.

The accompanying notes to the required supplementary information are an integral part of this schedule.

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM
Schedule of the System's Proportionate Share of the Net Pension Liability
Last 10 Fiscal Years* - UNAUDIED
PERS
For the Year Ended September 30, 2020

	2020	2019	2018	2017	2016	2015	2014
System's proportion of the net pension liability (asset)	0.023923 %	0.024476 %	0.023948 %	0.024508 %	0.024300 %	0.024622 %	0.026109 %
System's proportionate share of the net pension liability (asset)	\$ 4,631,215	4,305,811	3,983,264	4,074,061	4,340,587	3,806,076	3,169,155
System's covered payroll	\$ 1,592,977	1,594,038	1,529,321	1,566,787	1,554,546	1,530,268	1,538,254
System's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	250.0515701	270.11197211	260.4596419	260.0264746	279.218949 %	248.719571 %	206.0228675 %
Plan fiduciary net position as a percentage of the total pension liability	58.97 %	61.59 %	62.54 %	61.49 %	57.467727 %	61.703983 %	67.207687 %

* The amounts presented for each fiscal year were determined as of the measurement date of June 30 of the fiscal year presented.

This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented for the fiscal year ending September 30, 2015, and until a full 10-year trend is compiled, the System has only presented information for the years in which information was available.

The accompanying notes to the required supplementary information are an integral part of this schedule.

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

Schedule of the System's Contributions

OPEB

Last 10 Fiscal Years* - UNAUDITED

For the Year Ended September 30, 2020

	2020	2019	2018
Contractually required contribution	\$ 18,584 **	20,965 **	20,563
Contributions in relation to the contractually required contribution	<u>18,584 **</u>	<u>20,965 **</u>	<u>20,563</u>
Contribution deficiency (excess)	\$ <u>0</u>	<u>0</u>	<u>0</u>
System's covered payroll	\$ 1,624,306	1,551,574	1,593,162
Contributions as a percentage of covered payroll	1.14%	1.35%	1.29%

* The amounts presented for each fiscal year were determined as of the measurement date of June 30 of the fiscal year presented.

This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 75 was implemented in the fiscal year ending June 30, 2018, and until a full 10-year trend is compiled, the System has only presented information for the years in which information was available.

** The amounts reflected above only pertain to the Implicit Rate Subsidy as it relates to contributions.

The notes to the required supplementary information are an integral part of this schedule.

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM
Schedule of the System's Proportionate Share of the Net OPEB Liability
OPEB
Last 10 Fiscal Years* - UNAUDITED
For the Year Ended September 30, 2020

	2020	2019	2018
System's proportionate share of the net OPEB liability asset	0.05988163 %	0.06164000 %	0.06211078 %
System's proportion of the net OPEB liability	\$ 466,004	523,041	482,346
System's covered payroll	\$ 2,742,235	2,787,935 **	2,761,945
System's proportionate share of the net OPEB liability (asset) as a percentage of its covered payroll	16.99 %	18.76 %	17.46 %
Plan fiduciary net position as a percentage of the total OPEB liability	0.13 %	0.12 %	0.00 %

* The amounts presented for each fiscal year were determined as of the measurement date of June 30 of the year prior to the fiscal year presented.

This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, the System has only presented information for the years in which information was available.

** The amount used to calculate this figure was based on the Plan's covered payroll as of the measurement date.

The notes to the required supplementary information are an integral part of this schedule.

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

Notes to the Required Supplementary Information
For the Year Ended September 30, 2020

- (1) Schedule of the System's Proportionate Share of the Net Pension Liability and Schedule of the System's Contributions.

Changes in Benefit Provisions.2016

Effective July 1, 2016, the interest rate on employee contributions shall be calculated based on the money market rate as published by the Wall Street Journal on December 31 of each preceding year with a minimum rate of one percent and a maximum rate of five percent.

Changes of Assumptions.2015

The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected to 2016 using Scale BB rather than the RP-2000 Mortality Table, which was used prior to 2015.

The expectation of disabled mortality was changed to the RP-2014 Disabled Retiree Table, rather than the RP-2000 Disabled Mortality Table, which was used prior to 2015.

Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.

Assumed rates of salary increase were adjusted to more closely reflect actual and anticipated experience.

The price inflation and investment rate of return assumptions were changed from 3.50% to 3.00% and 8.00% to 7.75%, respectively.

2016

The assumed rate of interest credited to employee contributions was changed from 3.50% to 2.00%.

2017

The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Mortality Table projected with Scale BB to 2022. Small adjustments were also made to the Mortality Table for disabled lives.

The wage inflation assumption was reduced from 3.75% to 3.25%.

Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual and anticipated experience.

The percentage of active member disabilities assumed to be in the line of duty was increased from 6% to 7%.

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

Notes to the Required Supplementary Information
For the Year Ended September 30, 2020(2) OPEB Schedules*Changes of Assumptions*2017

The discount rate was changed from 3.01% for the prior Measurement Date to 3.56% for the current Measurement Date.

*Changes in Benefit Provisions*2017

None

Methods and Assumptions Used in Calculations of Actuarially Determined Contributions.

The Actuarially Determined Contributions rates, as a percentage of payroll, used to determine the Actuarially Determined Contribution amounts in the Schedule of Employer Contributions are calculated as of the most recent Valuation Date. The following actuarial methods and assumptions (from the June 30, 2016 actuarial valuation) were used to determine contribution rates reported in that schedule for the year ending June 30, 2020:

Actuarial cost method	Entry age
Amortization method	Level dollar
Amortization period	30 years, open
Asset valuation method	Market value of assets
Price inflation	2.75 percent
Salary increases, including wage inflation	3.00 percent to 18.25 percent
Initial health care cost trend rates	
Medicare supplement claims	7.00 percent
Pre-Medicare	
Ultimate health care cost trend rates	
Medicare supplement claims	4.75 percent
Pre-Medicare	

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

SPECIAL REPORT

Windham and Lacey, PLLC

Certified Public Accountants

2708 Old Brandon Road
 Pearl, MS 39208
 (601)939-8676 Fax (601)939-8761
 windhamandlacey.com

P. O. Box 759
 Crystal Springs, MS 39059
 (601)892-4001 Fax (601)892-5978

Members:
 American Institute of CPAs
 Mississippi Society of CPAs

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF THE BASIC FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors
 Central Mississippi Regional Library System

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Central Mississippi Regional Library System as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise Central Mississippi Regional Library System's basic financial statements and have issued our report thereon dated April 19, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Central Mississippi Regional Library System's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the System's internal control. Accordingly, we do not express an opinion on the effectiveness of the System's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Central Mississippi Regional Library System's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the System's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the System's internal control and compliance. Accordingly, this communication is not suitable for any other purpose. However, this report is a matter of public record and its distribution is not limited.



Windham and Lacey, PLLC
April 19, 2021

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM
Schedule of State/Federal and Other Financial Assistance
For the Year Ended September 30, 2020

State/Federal Program Title	CFDA Number	State Grant Number	Program or Award Amount	Receipts	Disbursements
Federal Grants:					
Institutional Capacity			\$ 3,000	3,000	3,000
			2,810	2,810	2,810
			3,000	3,000	3,000
Professional Development			2,790	2,790	2,790
Total Federal Grants			11,600	11,600	11,600
State Grants:					
Personnel Incentive Grant			178,098	178,098	178,098
			8,776	8,776	8,776
			59,952	59,952	59,952
Public Library Employee Health Insurance			245,360	245,360	245,360
			45,738	45,738	45,738
Public Library Employee Life Insurance			2,912	2,912	2,912
			500	500	500
Total State Grants			541,335	541,335	541,335
Total State/Federal and Other Financial Assistance			\$ 552,935	552,935	552,935

Basis of Presentation:

The accompanying *Schedule of State/Federal and Other Financial Assistance* is presented on the modified accrual basis of accounting. Therefore, some amounts presented in the schedule may differ from amounts in, or used in the preparation of, the basic financial statements.

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

SCHEDULE OF FINDINGS AND RESPONSES

CENTRAL MISSISSIPPI REGIONAL LIBRARY SYSTEM

Schedule of Findings and Responses
For the Year Ended September 30, 2020**Section 1: Summary of Auditor's Results***Financial Statements:*

- | | | |
|----|--|---------------|
| 1. | Type of auditor's report issued on the financial statements: | Unmodified |
| 2. | Internal control over financial reporting: | |
| a. | Material weaknesses identified? | No |
| b. | Significant deficiencies identified that are not considered to be material weaknesses? | None Reported |
| 3. | Noncompliance material to the financial statements? | No |

Section 2: Financial Statement Findings

The results of our tests did not disclose any findings related to the financial statements that are required to be reported by *Government Auditing Standards*.

☒ Original Report
☐ Revised Report

Constable Annual Financial Report
BANKIN County, Mississippi

Has County Elected to Pay Employer Portion of Retirement YES ☒ NO ☐

Constable Name: Robert Hancock
Mailing Address: PO Box 1441 Florence, MS 39073
Daytime Telephone: [REDACTED] Calendar Year 2020
Employment Status: Employed Retired: ☐ Retirement Date: [REDACTED] SSN: last 4 Digits [REDACTED]

Statement of gross receipts from all sources accruing as compensation to the office and disbursements occurring as necessary expenses involved solely in complying with laws governing the office. Please use Ink.

Part I – Receipts – Office of Constable

Payments for direct services for county (County pays employer portion of P.E.R.S.)			
1.	Allowance from the board of supervisors (§25-7-27(1)(f))	1	2200
2.	Bailiff Fees (§25-7-27(1)(e) and §19-19-8)	2	
3.	Total received for direct services for county (line 1 plus line 2)	3	2200
Fees earned by Constable (Report Gross Fees which include amount held for P.E.R.S. by county)			
4.	Fees for criminal and civil cases including garnishments (§25-7-27(1)(a)(b)(d) and §25-7-27(3))	4	103110.36
5.	Mileage Allowance (§25-7-27(1)(c))	5	
6.	Total received for fees earned by Constable (line 4 plus line 5)	6	103110.36
7.	Gross Income for Constable (line 3 plus line 6)	7	105310.36

Part II – Disbursements – Office of Constable

8.	Bank Service Charges	8		16.	Supplies	16	1560
9.	Car and Truck Expense	9		17.	Travel	17	
9a.	Standard Mileage			18.	Meals/Entertainment	18	2030
	# of Miles <u>15706</u> x .575	9a	9031	19.	Uniforms	19	200
9b.	Actual Expenses	9b		20.	Phone	20	1053
9c.	Depreciation	9c		21.	Other (List) <u>Internet</u>	21	480
10.	Depreciation (Other)	10	100	22.		22	
11.	Dues and publications	11	275	23.		23	
12.	Insurance/Auto	12					
13.	Insurance/Health(Employees Only)	13					
14.	Professional Fees	14	462				
15.	Office Expenses	15	180				
24.	Total Disbursements for Constable (add lines 8 through 23)	24	15371				
25.	Net Income for Office of Constable (line 7 minus line 24)	25	89939.36				

Part III - Calculation of Net Fee Income for P.E.R.S.

26.	Total received for fees earned by Constable (Amount on line 6)	26	103110.36
27.	Total disbursements for Constable (Amount on line 24)	27	15371.00
28.	Net Fee Income for P.E.R.S. (line 26 minus line 27)	28	87739.36

Part IV- Retirement Contributions Calculation

29.	Employer Contributions (17.4%) Due from County on direct services for County (Line 1)	29	382.80
30.	Employer Contributions (17.4%) Due from Constable if County DID NOT ELECT to pay Retirement (Line 28)	30	15266.65
31.	Employer Contributions (17.4%) Due from County if County HAS ELECTED to pay Retirement (Line 28)	31	
32.	Employee Contributions (9%) Due from Constable (Line 25)	32	8094.54

Part V- County Retirement Contributions Due/Credit Calculation

33.	Employer Contributions County (line 29)	33	382.80
34.	If County Has Elected to pay Employer Portion of Retirement (Line 31) if N/A leave blank	34	
35.	Less Contributions paid by County per County Payroll Records (include copy of payroll record)	35	7347.00
36.	Amount Due/Credit from/to County (add lines 33 and 34 then subtract line 35)	36	6964.20

Part VI- Constable Retirement Contributions Due/Credit Calculation

37.	Employee Contributions (line 32)	37	8094.54
38.	If County Did Not Elected to pay Employer Portion of Retirement (Line 30) if N/A leave blank	38	15266.65
39.	Less Contributions paid by Constable per County Payroll Records (include copy of payroll record)	39	4198.32
40.	Amount Due/Credit from/to Constable (add lines 37 and 38 then subtract line 39)	40	19162.87

I swear that the above statement is true and accurate.

Robert M. Hancock (Signature) [REDACTED] Social Security Number Required

Constable

Please print or type name as signature above Robert M. Hancock

Sworn to and subscribed before me, this 10 day of May, 2021

Denise Peoples (Signature)
Notary Public

EACH COPY OF THIS FORM MUST BE NOTARIZED BY A NOTARY PUBLIC OTHER THAN THE PERSON FILING THE REPORT

Include in **Part II - Disbursements** only necessary expenses directly related to the operations of the office. Do not include your personal deferred compensation payments, your personal individual retirement account payments, your personal social security or payments, your personal expenses reimbursed by the county, your personal charitable contributions or gifts, your personal campaign expenses and your life insurance. Items not deductible as a business expense for income tax purposes shall not be included.

12198.6

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 85324
DENISE PEOPLES
Commission Expires
May 9, 2023
BANKIN COUNTY

Account	Objective Name	Date	Old Budget	New Budget	Difference
160300631	GRAVEL OR SHELL	5/14/2021	440000.00	340000.00	-100000.00
160300633	CONCRETE	5/14/2021	2000.00	102000.00	100000.00

* Fund Totals 160 CO-UNIT BRIDGE & CULVERT FUND			442000.00	442000.00	

* Report Totals			442000.00	442000.00	

Attachment: Budget Amendment for Bridge Culvert Fund transfer between line items (No Increase)



Deanco Auction Co. of Mississippi, Inc.
 PO Box 1248 • 1042 Holland Ave
 Philadelphia, Mississippi 39350
 Phone: 601.656.9768 • Fax: 601.656.2437
 Email: sold@deancoauction.com www.deancoauction.com

Contractual Agreement

This contract entered into this 11 day of MAY by and between Rankin County Board of Supervisors
 (hereinafter referred to as Seller,) Address 211 E Government St. Ste. A Brandon Ms. 39042
 Phone: 601-825-1475 Fax: _____ Email Address: adjd@rankincounty.org
 and Deanco Auction Co. of Mississippi, Inc. (MS Auctioneers Lic. 733, MS Gallery Lic. 835F) located at 1042 Holland Ave,
 Philadelphia, Mississippi 39350 (hereinafter referred to as Auctioneer).

Location and Date of Auction

The auction shall be held MAY 26TH at Deanco Auction's facility located at 1042 Holland Avenue, in the city
 of Philadelphia, County of Neshoba, State of Mississippi.

Property to be Sold

Auctioneer is hereby contracted by Seller to sell the personal property listed below or on an attached "**Exhibit A**" at public auction.

Compensation of Auction

• **Commission on Property Sold:** In consideration of performance of this contract by Auctioneer, the acceptance or the bids and the consummation of sale, Auctioneer shall receive and Seller shall pay FIVE percent (5 %) commission of the last bid made or received on all personal property listed above or on the attached "Exhibit A" that is sold at auction. The Auctioneer will charge Seller ZERO percent (0 %) commission on **no-sale items**. Any applicable sales commission earned is due and payable on day of auction. Auctioneer will be responsible for all advertising expenses, conducting the auction, supply of all labor needed to setup and conduct auction, and collecting of the proceeds from the auction. The seller will be charged a **\$25.00 minimum commission** on every lot in this auction.

• **Repairs and Refurbishments:** Any cost such as repairs, cleaning or any expenses incurred by Auctioneer that will improve appearance or working condition, and therefore increase resale value, will be deducted from net proceeds of property sold. Auctioneer shall receive approval from Seller prior to any such expenses are incurred and Auctioneer will recommend only improvements that will increase marketability.

• **Additional charges that may be incurred and deducted from sale proceeds:** (a) all items will be checked for a sufficient amount of fuel, any fuel added will be charged to Seller at \$7.50 per gallon; (b) all items that require an ignition or master key to operate must have key(s) when delivered or Auctioneer will furnish key(s) and Seller will be charged at the rate of \$15.00 per key.

Responsibilities of Seller

• Seller hereby agrees that the personal property described above or included in the exhibit attached hereto will be delivered to the auction site in Philadelphia, Mississippi by MAY 21ST 2021 and that all items listed above or on the attached "Exhibit A" will be in the auction.

• Seller agrees that any and all liens and encumbrances held on personal property described above or listed on the attached "Exhibit A" must be satisfied or disclosed to Auctioneer upon the signing of the contract.

• Seller agrees that all titles or bill of sales will be delivered to Auctioneer by MAY 21ST 2021.

Settlement of Auction Proceeds

• After completion of the auction, Auctioneer will balance all auction invoices, so that each item is accounted for. Once the auction is settled, Auctioneer will deduct any commission earned and any additional expenses incurred from the gross proceeds of the sale of personal property listed above or in the "Exhibit A" and pay proceeds to Seller by within 15 business days. Auctioneer reserves the right not to pay Seller for items sold at the auction that Auctioneer does not receive payment for from buyer.

This contractual agreement contains the complete agreement of all parties and shall be binding on all parties, respective heirs, personal representatives and agents, successors or assigns. No party hereto is entitled to rely on any representation, be it written or oral, which purports to alter or vary the terms of this contract.

Signed and Agreed Upon By

Jared K Morrison

Pandy Ellard

Deanco Auction

Date

United States Marshals Service

Short-Term Joint Operation – Memorandum of Understanding

Rev. 11/2019

PARTIES AND AUTHORITY: This Memorandum of Understanding (MOU) is entered into by the participating agency and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1) and 34 U.S.C. § 20941. Under those statutes, the USMS is authorized to assist state and local jurisdictions in executing arrest warrants for certain violent state felons and in locating and apprehending sex offenders who are non-compliant with the requirement that they register as a sex offender. This MOU is for use in temporary, short-term, joint operations with state/local agencies not a part of standing USMS Investigative Operations Division (IOD) regional and/or district task forces and in geographic areas not routinely served by standing USMS regional and/or district task forces.

MISSION: The primary mission of the operation is to conduct joint law enforcement activities to investigate and/or arrest, as part of temporary, short-term joint law enforcement operations, persons who have active state arrest warrants adopted by the USMS and/or federal warrants for their arrest and/or who are in potential violation of the Adam Walsh Act. The intent of this joint effort is to improve public safety, reduce violent crime, disrupt criminal gangs, and/or reduce the number of fugitive non-compliant sex offenders.

Federal fugitive cases referred through this joint operation for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency. Entry of warrants into NCIC is critical to enhance officer safety and to facilitate proactive enforcement, and intelligence gathering.

PERSONNEL: Administrative matters, which are internal to the participating agencies, remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the supervision/conduct of its personnel in this joint endeavor.

Non-USMS law enforcement officers assigned for purposes of this joint operation will be deputized as Special Deputy U.S. Marshals as needed for Investigative or Geographic Jurisdiction. Joint operation personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of the joint operation. State or local task force officers (TFOs) traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT: If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide support to USMS joint law enforcement operations; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses, to include overtime for other personnel, including administrative personnel, where approved as part of the joint operation, shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted at the conclusion of the joint operation, and which provides the names of the investigators or administrative personnel who incurred overtime for the joint operation; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator or administrative personnel, and the total cost. If the joint operation lasts longer than 90 days, requests should be submitted quarterly.

The request for reimbursement must be submitted to the District Chief Deputy or IOD Chief Inspector, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

Reimbursable Funds for all USMS approved expenditures are capped at no more than \$ 6,609.25.

RECORDS AND REPORTS: Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the temporary, short-term joint law enforcement operations shall be retained by the agency in the joint operation responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Joint operation statistics will be maintained by the USMS. Statistics will be made available to any participating agency upon request.

All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing the USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM-210s. Temporary, short-term joint law enforcement operations records and documents, including reports prepared in cases assigned to temporary, short-term joint law enforcement operations personnel, will be maintained in USMS electronic records.

This section does not preclude the necessity of individual TFOs completing forms required by their employing agency. If information developed during a USMS investigation is included in such a form, the TFO's department will maintain the information as an agent of the temporary, short-term joint law enforcement operations. No information gathered during the course of the temporary, short-term joint law enforcement operations activities, to include informal communications between TFOs and USMS personnel, may be disseminated to any third party, non-joint operation member by any joint operation member without the express permission of the District Chief Deputy or IOD Chief Inspector, or his/her designee.

Documents containing information that identifies or tends to identify a USMS confidential source shall not be placed in the files of participating agencies unless appropriate USMS policy has been satisfied.

CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS: Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information or "tips" related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or "tipster" through the established USMS CS payment process.

USE OF FORCE: All members of the participating agency will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than-lethal devices, to include completing all necessary training and certification requirements. All members of the joint operation will read and adhere to the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the District Chief Deputy or IOD Chief Inspector and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved joint operation personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event that is allowed under this MOU with prior written notice to the USMS.

NEWS MEDIA: Media inquiries will be referred to the District Chief Deputy or IOD Chief Inspector. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the joint operation and the participant agency.

RELEASE OF LIABILITY: Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives, limits, or modifies any party's sovereign rights or immunities under applicable law.

PERIOD OF PERFORMANCE/EFFECTIVE DATE/TERMINATION:

Once signed, this MOU will become effective upon the commencement of the operation and terminate upon the operation's conclusion.

Operation Name: Operation 2021 Rankin County

UNITED STATES MARSHAL, RFTF COMMANDER, or IOD REGIONAL CHIEF INSPECTOR:

Print Name: Mark Shepherd, USM

Signature: _____

Date: _____

PARTICIPANT AGENCY:

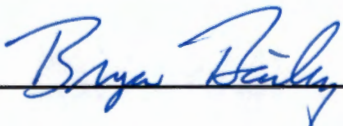
Name: Rankin County Sheriff's Dept

Phone: 601-825-1480

Location (City and State): Brandon, MS

PARTICIPANT AGENCY REPRESENTATIVE(S):

Print Name and Title: Bryan Bailey, Sheriff

Signature: 

Date: 5-14-21

PRINT FORM

16-6-2



Book:2021 Page:11239-11249
 DEED
 RCD: 05/18/2021 @08:05:28 AM
 Rankin County, MS
 Larry Swales Chancery Clerk

Prepared by:
 Marilyn Johnson
 16th Section Land Manager
 223 Tamberlin Street
 Brandon, MS 39042
 (601)824-5147

Return to:
 Marilyn Johnson
 16th Section Land Manager
 P.O. Box 1359
 Brandon, MS 39043
 (601)824-5147

**AMENDMENT TO RECREATIONAL LEASE CONTRACT
 OF
 SIXTEENTH SECTION LAND**

**SECTION 16 TOWNSHIP 6N RANGE 2E
 TAX PARCEL F11-6-10
 1.0 ± ACRES**

**STATE OF MISSISSIPPI
 COUNTY OF RANKIN**

THIS AMENDMENT to Recreational Lease Contract of Sixteenth Section Lands made and entered into by and between the **RANKIN COUNTY BOARD OF EDUCATION** (hereinafter referred to as "**Lessor**") and **CHARLES B. JONES**, (hereinafter referred to as "**Lessee**");

WITNESSETH:

WHEREAS, the parties hereto have previously entered into a Recreational Lease Contract of Sixteenth Section lands in Rankin County, Mississippi, said lease being recorded in **Deed Book 617 at Page 200**, of the records of the Chancery Clerk of Rankin County, Mississippi; **and**,

WHEREAS, the Lessee, **CHARLES B. JONES**, requests to add **JOE SMITH, MARLON GULLETTE & MICHAEL TORRES** as Joint Leaseholders to the lease which is the subject of this amendment.

THEREFORE, for and in consideration of the mutual benefits and advantages accruing to each, and for other good, legal and valuable considerations, the receipt and sufficiency of all of which being hereby acknowledged, Lessor and Lessee do hereby covenant, contract and agree to the following amendments to the above referenced lease:

- A. The Leaseholder names of the subject lease shall be **CHARLES B. JONES, JOE SMITH, MARLON GULLETTE and MICHAEL TORRES**.
- B. That **JOE SMITH, MARLON GULLETTE and MICHAEL TORRES** do hereby agree to abide by all of the terms and conditions set forth in the Recreational

Lease Contract recorded in **Deed Book 617 at Page 200** of the records of the Chancery Clerk of Rankin County, Mississippi.

- C. That this amendment and agreement shall hereafter be an enforceable part of the Recreational Lease Contract of Sixteenth Section Lands as recorded in **Deed Book 617 at Page 200** of the records of the Chancery Clerk of Rankin County, Mississippi;
- D. That all other or further provisions of the subject lease which are not amended by the terms hereof shall be and remain in full force and effect.

IN WITNESS WHEREOF, this amendment is executed by **Lessor** pursuant to order entered upon its minutes, and is executed by **Lessee** this the 14 day of April, 2021.

RANKIN COUNTY SCHOOL DISTRICT:


SUE TOWNSEND, SUPERINTENDENT OF EDUCATION, LESSOR


DAVID G. FARMER, PRESIDENT, BOARD OF EDUCATION, LESSOR

LESSOR'S ADDRESS: **Post Office Box 1359**
 Brandon, Mississippi 39043
 (601)825-5590

STATE OF MISSISSIPPI
COUNTY OF RANKIN

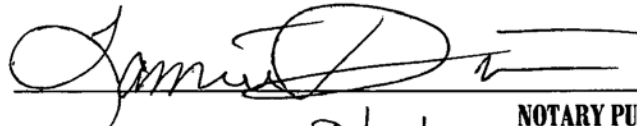
PERSONALLY APPREARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **SUE TOWNSEND**, personally known to me to be the **County Superintendent of Education** for Rankin County, Mississippi, and **DAVID G. FARMER**, personally known to me to be **President of the Rankin County Board of Education**, who acknowledged unto me that they did sign and

Attachment: Sixteenth Section Amendment to Recreational Lease Contract between Rankin County Board of Education and Charles B Jones

deliver the above and foregoing **Amendment to Recreational Lease Contract of Sixteenth Section Lands** on the day and year therein mentioned, in capacity therein set forth, for and on behalf of the **Rankin County Board of Education**, having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 14 day of April, 2021





2/5/23 NOTARY PUBLIC
My Commission Expires

Charles B. Jones
CHARLES B. JONES, LESSEE

LESSEE'S ADDRESS: 860 Longwood Place
Pearl, Mississippi 39208
(601)953-2781

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **CHARLES B. JONES**, who acknowledged to me that he signed and delivered the above and forgoing **Amendment of Hunting & Fishing Lease Contract of Sixteenth Section Lands** of writing on the day and year therein mentioned, as his own free and voluntary act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 3rd day of March, 2021

Kristen Benton

Notary Public



My Commission Expires

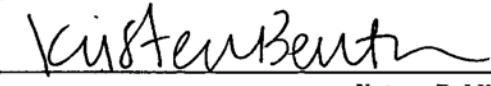
JOE SMITH, LESSEE

LESSEE'S ADDRESS: **859 Liberty Rd.**
 Flowood, MS 39232
 (601)953-6763

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **JOE SMITH**, who acknowledged to me that he signed and delivered the above and forgoing **Amendment of Hunting & Fishing Lease Contract of Sixteenth Section Lands** of writing on the day and year therein mentioned, as his own free and voluntary act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 3rd day of March, 2021



Notary Public



My Commission Expires

Marlon Gullette
MARLON GULLETTE, LESSEE

LESSEE'S ADDRESS: **320 Fern Wood Cove**
 Pearl, Mississippi 39208
 (601)955-2704

STATE OF MISSISSIPPI
COUNTY OF RANKIN

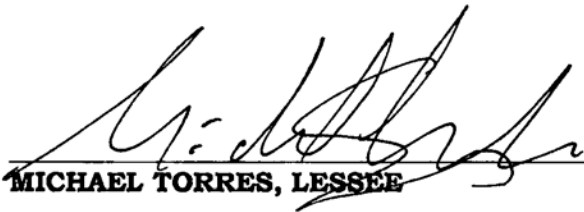
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **MARLON GULLETTE**, who acknowledged to me that he signed and delivered the above and forgoing **Amendment of Hunting & Fishing Lease Contract of Sixteenth Section Lands** of writing on the day and year therein mentioned, as his own free and voluntary act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 3rd day of March, 2021

Kristen Benton
Notary Public



My Commission Expires


MICHAEL TORRES, LESSEE

LESSEE'S ADDRESS: **322 Kitty Hawk Circle**
 Brandon, Mississippi 39047
 (601)940-4309

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **MARLON GULLETTE**, who acknowledged to me that he signed and delivered the above and forgoing **Amendment of Hunting & Fishing Lease Contract of Sixteenth Section Lands** of writing on the day and year therein mentioned, as his own free and voluntary act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 3rd day of March, 2021



Notary Public



My Commission Expires

Attachment: Sixteenth Section Amendment to Recreational Lease Contract between Rankin County Board of Education and Charles B Jones

WITNESS OUR SIGNATURES this the 14th day of May, 2021.

RANKIN COUNTY BOARD OF SUPERVISORS:

Jared K Morrison
PRESIDENT, RANKIN COUNTY BOARD OF SUPERVISORS

Larry Swales
CLERK, RANKIN COUNTY BOARD OF SUPERVISORS
by: [Signature]



STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Jared K Morrison, personally known to me to be the **President of the Rankin County Board of Supervisors**, and Larry Swales, personally known to me to be the **Clerk of the Rankin County Board of Supervisors**, who acknowledged to me that they signed and executed the above and foregoing **Amendment of Hunting & Fishing Lease Agreement of Sixteenth Section Lands** on the day and year therein mentioned, in the capacity therein set forth, for and on behalf of the **Rankin County Board of Supervisors**, having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of office this the 14th day of May, 2021.
LARRY SWALES
RANKIN CO. CHANCERY CLK.
By: [Signature], D.C.
NOTARY PUBLIC



My Commission Expires: Jan. 6, 2024

EXHIBIT A

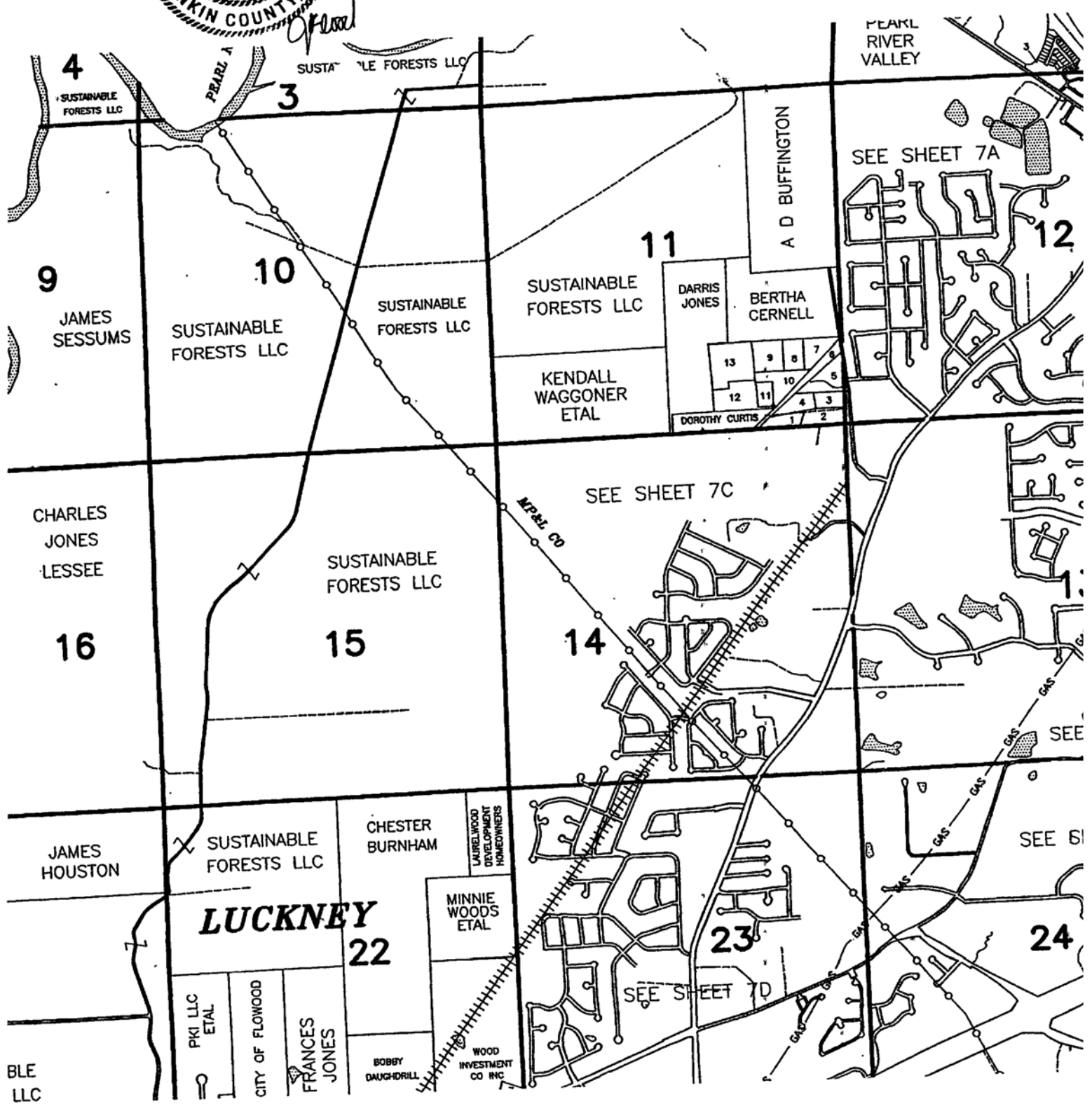
(Intentionally Blank – See Attached Survey Description)

LEGAL DESCRIPTION

All of Section 16-T6N-R2E, East of the Pearl River in Rankin County, Mississippi. Less and Except a 1.00 acre parcel of land in the SE¼ of the SE¼ and being more particularly described as follows:

Beginning at the point of intersection of the East line of Section 16-T6N-R2E, Rankin County, Mississippi with the centerline of a gravel road being 620 feet ± North of the SE corner of said Section, thence run S 11° 04' W 306.71 feet thence run N 79° 08' W 149.27 feet; thence run N 12° 43' E 299.62 feet; thence run S 82° 05' E 140.85 feet to the POB.

Total acreage contained in this legal description is 499.00, more or less



Attachment: Sixteenth Section Amendment to Recreational Lease Contract between Rankin County Board of Education and Charles B Jones

Prepared by:
 Marilyn Johnson
 16th Section Land Manager
 200 School Rd.
 Brandon, MS 39042
 (601)824-5147

Return to:
 Marilyn Johnson
 16th Section Land Manager
 200 School Rd.
 Brandon, MS 39042
 (601) 824-5147

ASSIGNMENT OF LEASEHOLD INTEREST

FOR AND IN CONSIDERATION of the sum of Ten & No/100 (\$10.00) Dollars cash in hand paid and other good and valuable considerations the receipt and sufficiency of all of which is hereby acknowledged, I,

CARTER and WALLACE PROPERTIES, LLC
P.O. BOX 399
BRANDON, MS 39043
(601)624-4725

“Assignors”,

do hereby sell, convey and warrant unto

WARD APOTHECARY, LLC
257 PENNY LANE
Brandon, MS 39042
(601) 832-0373

hereinafter referred to as “Assignee”, the unexpired leasehold interest in and to that certain Sixteenth Section Trust property situated in Rankin County, Mississippi, and more particularly described as follows:

See EXHIBIT “A”

Attached hereto and made a part hereof

Indexing instructions: .56 ± acres situated in the SW¼ of the NE¼ of Section 16 Township 5 North Range 3 East, being Tax Parcel Number I8N-34.

The leasehold interest of Assignor in the above described property exists by virtue of, and is subject to the certain Residential Lease Contract of Sixteenth Section Lands recorded in Deed Book 677 at Page 689 and Assignment of Residential Lease Contract recorded in Deed Book 2016 at Page 18399, and Assignment of Residential Lease Contract recorded in Deed Book 2018 at Page 19972, and Substituted Trustees Deed recorded in Deed Book 2019 at Page

Attachment: Sixteenth Section Residential Leasehold Interest from Carter & Wallace Properties to Ward Apothecary (16109 : Request

18313-18316, and Assignment of Residential Lease Contract recorded in Deed Book 2019 at Page 23105-23113 of the records of the Chancery Clerk of Rankin County, Mississippi.

By virtue of its approval of this Assignment of Residential Leasehold Interest, the Rankin County Board of Education does hereby and forever release Assignor herein from any further duties or obligations, financial or otherwise, previously imposed upon Assignor under the terms and provisions of the Residential Lease Contract, which is the subject of this Assignment.

By acceptance of this Assignment of Residential Leasehold Interest, Assignees do hereby agree to abide by all of the terms and conditions set forth in the Residential Lease Contract recorded in Deed Book 677 at Page 689 of the records of the Chancery Clerk of Rankin County, Mississippi.

**** Rankin County School District does not warrant title and is hereby held harmless from any and all title disputes that may arise from the preparation or approval of this assignment.**

APPROVED BY THE RANKIN COUNTY BOARD OF EDUCATION on this the 28 day of April, 2021.



Sue Townsend, Ph.D., Superintendent of Education



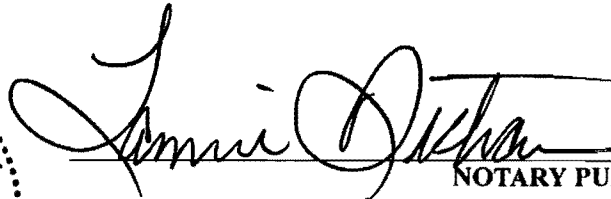
David G. Farmer, President, Rankin County Board of Education

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named *Sue Townsend, Ph.D., Superintendent of Education*, personally known to me that he is the Superintendent of Education for the Rankin County School District, and *David G. Farmer, President, Rankin County Board of Education*, personally known to me to be President of the Rankin County Board of Education, who acknowledged unto me that they did sign, execute and delivered the above and foregoing Assignment of Residential Leasehold Interest on the day and year therein mentioned, in the capacity therein set forth, for and on behalf of the Rankin County Board of Education, after having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 28 day of April, 2021.




NOTARY PUBLIC

My Commission Expires:

2/5/23

WITNESS MY SIGNATURE as ASSIGNOR this the 8th day of April, 2021.

John Shane Carter
 CARTER AND WALLACE PROPERTIES, LLC, ASSIGNOR
 BY: JOHN SHANE CARTER
 TITLE: MEMBER

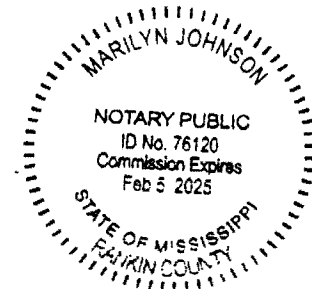
STATE OF: MISSISSIPPI
 COUNTY OF: RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **JOHN SHANE CARTER** personally known to me and acknowledged unto me that he did sign, execute and delivered the above and foregoing **Assignment of RESIDENTIAL Leasehold Interest** on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 8th day of April, 2021.

Marilyn Johnson
 NOTARY PUBLIC

My Commission Expires:
2-5-2025



WITNESS MY SIGNATURE as ASSIGNOR this the 8th day of April, 2021.

[Signature]
 CARTER AND WALLACE PROPERTIES, LLC, ASSIGNOR
 BY: STEVEN D. WALLACE
 TITLE: MEMBER

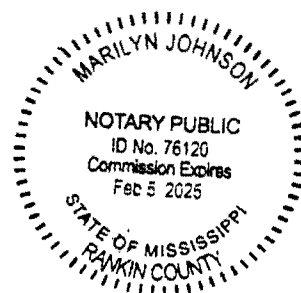
STATE OF: MISSISSIPPI
 COUNTY OF: RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, JOHN SHANE CARTER personally known to me and acknowledged unto me that he did sign, execute and delivered the above and foregoing Assignment of RESIDENTIAL Leasehold Interest on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 8th day of April, 2021.

[Signature: Marilyn Johnson]
 NOTARY PUBLIC

My Commission Expires:
2-5-2025



WITNESS MY SIGNATURE as ASSIGNEE this the 13 day of April, 2021.

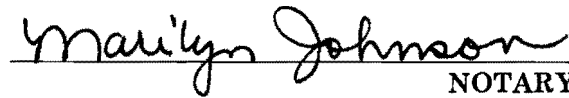


WARD APOTHECARY LLC
BY: JEREMY BRUCE WARD, MEMBER

STATE OF: MISSISSIPPI
COUNTY OF: RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **JEREMY BRUCE WARD**, personally known to me to be a **MEMBER of WARD APOTHECARY, LLC**, who acknowledged unto me that he did sign, execute and delivered the above and foregoing **Assignment of RESIDENTIAL Leasehold Interest** on the day and year therein mentioned, in the capacity therein set forth, for and on behalf of **WARD APOTHECARY LLC**, after having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 13th day of April, 2021.



NOTARY PUBLIC

My Commission Expires:

Feb 5, 2025



WITNESS OUR SIGNATURES this the 14th day of May, 2021.

RANKIN COUNTY BOARD OF SUPERVISORS:

Jared K Morrison
PRESIDENT, RANKIN COUNTY BOARD OF SUPERVISORS

Larry Swales
CLERK, RANKIN COUNTY BOARD OF SUPERVISORS
my: [Signature]



STATE OF MISSISSIPPI
COUNTY OF RANKIN

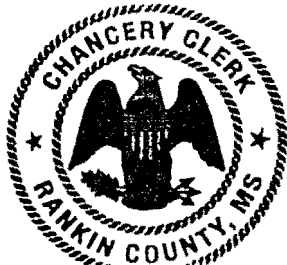
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Jared K. Morrison, personally known to me to be the President of the Rankin County Board of Supervisors, and Larry Swales, personally known to me to be the Clerk of the Rankin County Board of Supervisors, who acknowledged to me that they signed and executed the above and foregoing ASSIGNMENT of a Residential Lease Agreement of Sixteenth Section Lands on the day and year therein mentioned, in the capacity therein set forth, for and on behalf of the Rankin County Board of Supervisors, having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of office this the 14th day of May, 2021.

LARRY SWALES
RANKIN CO. CHANCERY CLK.

By: [Signature], D.C.

NOTARY PUBLIC



My Commission Expires:
My Commission Expires Jan. 6, 2024

EXHIBIT A

Commencing at a point 290 feet North of the Southwest corner of the SW 1/4 of the NE 1/4 of Section 16, Township 5 North, Range 3 East and run thence East 90 feet; thence North 239 feet, more or less to a point on the South line of Old Highway 80; thence Westward along Old Highway 80 a distance of 100 feet; thence South 274 feet, more or less, to the point of beginning; and all being in the SW 1/4 of NE 1/4 of Section 16, Township 5 North, Range 3 East, Rankin County, Mississippi.

Prepared by:
 Rankin County School District
 16th Section Land Management
 1220 Apple Park Place
 Brandon, MS 39042
 (601)824-5147

Return to:
 Rankin County School District
 16th Section Land Management
 1220 Apple Park Place
 Brandon, MS 39042
 (601)824-5147

**STATE OF MISSISSIPPI
 COUNTY OF RANKIN**

**COMMERCIAL LEASE
 16TH SECTION PUBLIC SCHOOL TRUST LAND**

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS COMMERCIAL LEASE AGREEMENT, (hereinafter "Lease Agreement"), is made and entered into this the _____ day of _____, 2021 by and between the LESSOR,

**RANKIN COUNTY SCHOOL DISTRICT
 1220 Apple Park Place
 Brandon, MS 39042
 (601) 824-5147**

and LESSEE,

**WARD APOTHECARY, LLC
 257 Penny Lane
 Brandon, MS 39042
 (601)832-0373**

INDEXING INSTRUCTIONS:

0.56 +/- acres situated in the SW ¼ of the NE ¼ of Section 16, Township 5 North, Range 3 East, Rankin County Mississippi, being Tax Parcel Number 18N-34.

Attachment: Sixteenth Section Commercial Lease from RCSD to Ward Apothecary (16122 : Request Approval of Assignment of Commercial

WITNESSETH:

That, for the term and in consideration of the rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by LESSEE, and by the authority and under the direction of the LESSOR, as recorded in Minute Book _____, Page _____, LESSOR does hereby lease and rent unto LESSEE the following described land (hereinafter the "Leased Premises") to-wit:
Section 16 Township 5N Range 3E

MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS IF COPIED FULLY HEREIN.

1. **Term.** Subject to the other provisions herein contained, the term of this Lease Agreement shall be for **FORTY (40) years**, beginning the **12th** day of **MAY, 2021**, and ending on the **11th** day of **MAY, 2061** (called the "primary term"). For purposes of this Lease Agreement the Anniversary Date shall be **MAY 12th** of each year.

It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to LESSEE to renew this Lease Agreement for an additional or "secondary term" of **twenty-five (25) years** from, **MAY 12, 2061**, under the same terms, conditions, and stipulations set forth herein, except the annual rental shall be based upon the fair market value of the land, excluding buildings and improvements not then owned by LESSOR, as determined by a qualified appraiser selected by LESSOR hereto who performs his appraisal not more than twelve months and not less than three months prior to the expiration of the primary term, **LESSEE shall exercise said option to renew for the secondary term of twenty-five (25) years by notifying LESSOR in writing no less than twelve (12) months in advance of the expiration of the primary term and by tendering the determined annual rental to LESSOR at its above -stated address prior to the expiration of the primary term as may be required by statute.** The cost of the new appraisal shall be borne by LESSEE. A new lease shall be executed to effectuate the secondary term.

2. **Annual Rent.** LESSEE covenants and agrees to pay as rent to LESSOR the sum of

TWO THOUSAND, NINE HUNDRED AND TWENTY DOLLARS (\$2,920.00)

for the first year of this lease which shall be due at the time of approval by the Board of Education. Subsequent payment of annual rent shall be due on or before the anniversary date

of this Lease Agreement. The obligation of LESSEE to pay rent under this Lease Agreement is unconditional, and the rent shall not be subject to set off for any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Agreement is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid. Rents shall be adjusted annually pursuant to the rent adjustment clause contained in Paragraph 3 of this Lease Agreement. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which LESSOR is located, calculated according to the actuarial method.

3. Rent Adjustment. LESSOR shall, at the end of each year of the lease term, adjust the annual rent by the increase in the Consumer Price Index-All Urban Consumers ("CPI"), and thereafter notify LESSEE of the annual rent for the ensuing lease year.

- (a) LESSOR shall calculate the amount of the rent adjusted by the CPI and notify LESSEE, and the rent for the ensuing lease year shall be fixed as adjusted by the CPI. Said rental amount shall be calculated by multiplying the last effective annual rent for the then ending lease year by a fraction, having as its numerator the monthly CPI index number for the first calendar month of the ensuing lease year, and as its denominator the monthly CPI index number for the first calendar month of the then ending lease year. However, in no event shall the adjusted annual rent for any one (1) year period of the lease term be less than the rental amount for the previous lease year.
- (b) If for any reason the rent adjustment calculation is not completed or LESSOR has not notified LESSEE of the rent adjustment for the ensuing lease before the Anniversary Date, LESSOR and LESSEE agree that the interim annual rent pending completion of the calculation of the rent adjustment shall be equal to the annual rent in effect as of the close of the then ending lease year. LESSEE agrees to pay the interim annual rent by the annual rent due date. If the annual rent for the ensuing lease year increases as a result of the adjustment procedure set forth in Subpart (a) and (b) of Paragraph 3 of this Lease Agreement, then LESSEE shall pay to LESSOR such excess within ten (10) days of receiving notice of such increase.
- (c) This annual adjustment shall satisfy the rent adjustment required "not less than once every ten (10) years" under Miss. Code Ann. §29-3-69 (1972) as amended. The method of rental adjustment utilized herein is for the purpose of facilitating stable operation of the commercial operation on the Premises.

In the event the rent adjustment section of paragraph 3 of this Lease Agreement shall be declared inadequate for any reason by a court of competent jurisdiction, such declaration shall not affect or be construed to affect the validity of this Lease Agreement, and the Lease Agreement shall continue in full force and effect and be binding on the parties, subject only to the establishment of a rental adjustment section that, in the opinion of the appropriate court having jurisdiction, meets the requirements of Miss. Code Ann. §29-3-63 and §29-3-69 (1972) presently in effect.

4. Taxes. LESSEE covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the above-described property and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments, including drainage taxes, shall be made directly to the governmental authority responsible for collecting such taxes and assessments.

During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

5. Default. The parties herein expressly agree that if DEFAULT shall be made in the payment of any general or special tax or assessment or rent due, pursuant to this Lease Agreement, then and in any event of DEFAULT it shall be lawful for LESSOR to enter upon said premises, or any part thereof, after LESSOR has provided sixty (60) days prior written notice to LESSEE and upon LESSEE'S failure to cure such DEFAULT within said sixty (60) days, either with or without the process of law, to re-enter and repossess the same, and to distrain from any rent or assessment that may be due thereon, at the election of LESSOR, but nothing here is to be construed to mean that LESSOR is not permitted to hold LESSEE liable for any unpaid rent or assessment to that time.

As to all other conditions, covenants, and obligations imposed on LESSEE herein, enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate said conditions, covenants, and obligations to restrain violation and

recover damages, if any, including reasonable expenses of litigation including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers, which LESSEE expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after thirty (30) days written notice. Enforcement proceedings shall include the right of the Tax Collector to recover any tax, assessment, fees and costs.

6. Remedies. In the event of any FORFEITURE, DEFAULT, OR CANCELLATION of this Lease Agreement or termination of the term therefore aforesaid, LESSEE shall quit, deliver up and surrender possession of the leased property and all LESSOR-owned structures and improvements thereon to the said LESSOR, and thereupon this Lease Agreement and all agreements and covenants on LESSOR'S behalf to be performed and kept, shall cease, terminate, and be utterly void, the same as if the Lease Agreement had not been made. At LESSOR'S option LESSEE shall be required to remove all LESSEE-owned improvements. In addition thereto LESSOR shall be entitled to whatever remedies it may have at law or equity for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of the LESSEE'S non-fulfillment or nonperformance of the terms and conditions of this Lease Agreement including costs for removing LESSEE owned improvements.

Immediately upon the termination of this Lease Agreement, whether by FORFEITURE, DEFAULT, or CANCELLATION, LESSOR shall be entitled to take possession of the Leased Premises and all LESSOR-owned improvements thereon absolutely, and custom, usage, or law to the contrary notwithstanding. Any removal of property from the Leased Premises shall be accomplished so as to leave said the Leased Premises in a condition satisfactory to LESSOR. At LESSOR'S option LESSEE shall remove all of the LESSEE'S property within thirty (30) days of LESSOR'S possession. LESSEE shall be subject to the accrual of rent during said thirty (30) day period.

7. Curing Default. Notwithstanding any DEFAULT provisions of this Lease Agreement, any present or future holder of a mortgage or deed of trust securing money loaned on facilities located on the Leased Premises shall have the right of a thirty (30) day notice of default within which to cure any DEFAULT which may be cured by the payment of money. In addition, for any other DEFAULT for which a forfeiture of said Lease Agreement may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed DEFAULT and shall have a reasonable time, which shall not be less than Thirty (30) days, either to require the correction of such DEFAULT or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire a leasehold in said property and correct such DEFAULT. LESSEE hereby covenants and agrees to notify LESSOR of the existence of all such mortgages, deeds of trust, or other secured encumbrances, and that, in the absence of

such notice, LESSOR has no obligation whatever to notify any such holder of said encumbrance.

8. Assignment. Prior to subleasing or assignment of this Lease, or any part of the property herein described, LESSEES shall secure approval of the Board of Education, in writing, and permission to sublease or assign shall not be arbitrarily or unreasonably withheld.

9. Regulatory Compliance. LESSEE shall comply with all applicable laws, rules, and regulations concerning LESSEE'S use of the Leased Premises and/or obligations under this instrument. This obligation shall include, but not be limited to, compliance with federal, state and local environmental regulations concerning the air, water and soil, endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. In the event of contamination of the air, water or soils arising out of any LESSEE use, LESSEE shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease Agreement. Notwithstanding the requirements of this paragraph LESSEE:

- (a) Except as modified by paragraph 22 below, LESSEE will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Leased Premises or transport to or from the Leased Premises any hazardous substance or pollutant (as either may be defined by any present or future laws or regulations of any governmental authority or by any administrative or judicial decisions) or any solid wastes and will not allow any other person to do so.
- (b) Shall keep and maintain the Leased Premises in compliance with and shall not cause or permit the Leased Premises to be in violation of any environment laws or regulations nor any laws or regulations pertaining to the disposal of solid, liquid, or gaseous wastes, both hazardous, and non-hazardous.
- (c) Shall give prompt written notice to LESSOR and the Secretary of State of Mississippi:
 - 1) Any proceeding or inquiry by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the leased premises or the migration thereof from or to other property;
 - 2) All claims made or threatened by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the Leased Premises or the migration thereof from or to other property; or
 - 3) LESSEE'S discovery of any occurrence or condition that would cause the leased premises to be subject to any restrictions on the ownership, occupancy, transferability or use of the Leased Premises under any environmental or solid waste disposal law, regulation, ordinance or ruling.

10. Environmental Accidents. LESSEE shall immediately furnish written notice of all spills, leaks, accidents or similar matters on the premises to LESSOR and the Secretary of State at the addresses provided in this instrument. LESSEE shall also furnish LESSOR and the Secretary of State a copy of all filings, including but not limited to, environmental issues, required bylaws, rules or regulations arising out of any spills, leaks, accidents, or other matters related to the use and occupation of the premises by LESSEE. Nothing in this paragraph shall place any duty of cleanup or remediation of property upon LESSOR, with those duties belonging exclusively to LESSEE.

11. Breach of Lease Agreement. If LESSEE breaches any of the provisions of this Lease Agreement and fails to cure the same after sixty (60) days written notice from the LESSOR, then LESSEE, in addition to any other damages for which it may be responsible, shall pay LESSOR, its reasonable costs and expenses in enforcing the Lease Agreement, including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers

12. Notices. All notices specified by this instrument shall be in writing and sent by registered or certified mail, postage prepaid to the following addresses or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either party may change the persons or addresses to whom notice shall be sent.

To LESSOR:
 16th Section Manager
 P.O. Box 1639
 Brandon, Mississippi 39043
 (601) 824-5147

To SECRETARY OF STATE:
 Mississippi Secretary of State's Office, Public Lands Division
 Attn: 16th Section Lands
 Post Office Box 136
 Jackson, Mississippi 39205-0136
 (601) 359-1350

To LESSEE:
 JEREMY BRUCE WARD
 257 Penny Lane
 Brandon, MS 39042
 (601) 832-0373

13. Insurance. LESSEE shall maintain contractual and comprehensive general liability insurance with a company acceptable to LESSOR and the Secretary of State with a minimum combined single limit of liability of one million dollars (\$1,000,000.00) (and the members of LESSEE shall collectively maintain a similar policy or self-insure for an excess limit of liability of one million dollars (\$1,000,000.00)) for personal injuries or death of persons or destruction of property arising out of its operation, use or occupancy of the Leased Premises. LESSEE shall furnish proof of insurance (or self-insurance for LESSEE'S members, if applicable) to LESSOR, shall keep this insurance (or self-insurance for LESSEE'S members, if applicable) in full force and effect, and shall furnish LESSOR notice if the coverage is placed with another insurance company (or if the self-insurance for LESSEE'S members is managed by another company, if applicable). The amount of this instrument shall be adjusted for inflation every ten years on each tenth anniversary of this instrument according to the procedures then set forth by the Office of the Secretary of State of Mississippi.

14. Indemnification. LESSEE shall protect, indemnify, defend, save, and hold harmless LESSOR, the State of Mississippi and the Secretary of State, their officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorneys fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omissions of LESSEE in connection with its presence on or any use of the Leased Premises by it, its officers, agents, subcontractors, employees or invitees. Provided, however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agents. In the event the intentional or negligent acts of LESSOR, its officers or agents, are not the direct and sole proximate cause for one hundred percent (100%) of the loss or claim, LESSEE shall be responsible to fulfill its obligations under this paragraph for the percentage of liability not attributable to LESSOR, its officers or agents.

15. Mortgage Transactions. The preceding restrictions on assignments of this lease shall not apply to and no prior approval of LESSOR shall be required for (i) a mortgage of the leasehold estate (ii) a foreclosure or an assignment of the leasehold estate to the mortgagee in lieu of foreclosure or (iii) a transfer by a mortgagee who has acquired the leasehold estate and such transfer occurs within a reasonable period of time commensurate with liquidation of the asset. However, any person acquiring the leasehold estate by any of the above means shall be obligated, within 10 days thereafter, to provide LESSOR with a copy of the assignment.

No mortgagee shall be deemed to have assumed and no mortgagee shall be personally obligated to perform any of LESSEE'S obligations under this lease which accrued prior to acquisition of the leasehold estate, provided that this limitation on personal liability shall not diminish the rights and remedies otherwise available to LESSOR in the event of a default nor the right of a mortgagee to cure defaults as herein provided. A mortgagee, having acquired the leasehold estate through foreclosure or assignment in lieu of foreclosure, shall be liable for performance of all obligations of LESSEE which accrue during the period the mortgagee has ownership of the leasehold estate, and any rent payment which becomes due during such period shall be paid in full and not prorated. Nothing contained in this lease or in any mortgage shall release LESSEE from the full and faithful performance of LESSEE'S obligations under this lease or from any liability for non-performance or constitute a waiver of any right of LESSOR against LESSEE. The term "mortgage" as used in this paragraph means any mortgage, deed of trust, collateral assignment or other transfer or pledge of this lease as security for an indebtedness of LESSEE; and the term "mortgagee" means the holder of the indebtedness to whom or for whose benefit this lease has been mortgaged or pledged as security.

16. Waste. LESSEE shall be responsible for any damage that may be caused to LESSOR'S property by the activities of LESSEE, its employees, agents, contractors, and invitees under this Lease Agreement, and shall exercise reasonable care in the protection of all improvements, timber and other property of LESSOR, which may be located on the Leased Premises or in the vicinity thereof, against fire or damage from any and all other causes. LESSEE, its employees, agents, contractors, and invitees shall exercise reasonable care in conducting the activities described above, and shall not, in any event, commit waste or allow waste to be committed.

17. Quiet Possession. LESSEE shall have quiet and peaceful possession of the Leased Premises as long as compliance is made with the terms of this agreement.

18. Bankruptcy or Judgments. LESSEE hereby covenants and agrees that if an execution or process is levied upon the Leased Premises or if a petition of bankruptcy be filed by or against LESSEE in any court of competent jurisdiction, LESSOR shall have the right at its option, to cancel this Lease Agreement. LESSEE further covenants and agrees that this Lease Agreement and the interest of LESSEE hereunder shall not, without the written consent of LESSOR first obtained, be subject to garnishment or sale under execution or otherwise in any suit or proceeding which may be brought against said LESSEE.

19. Condemnation. If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for LESSEE'S normal business activity, should be condemned for any public use or conveyed under threat of condemnation, then this Lease Agreement shall terminate on the date possession is acquired by the condemning authority, and rent shall be apportioned as of that date. All compensation awarded or paid upon such total or partial taking of the Leased Premises shall belong to LESSOR without participation by LESSEE except to the extent the award fairly represents the value of improvements which are the property of LESSEE. It is provided, however, that nothing herein shall preclude LESSEE from prosecuting any claim directly against the condemning authority for loss of business, cost of relocation or any other damages to which a tenant may be entitled provided that no such claim shall diminish or otherwise adversely affect the amount of LESSOR'S award.

20. Classification/Use. The lands herein have been classified as Commercial in accordance with §29-3-31 et seq. Miss. Code Ann. (1972) as amended. LESSOR warrants that the Leased Premises shall be permitted to be used as a

for the duration of the term. This warranty does not apply to any change in use which may be required by governmental authority or other means beyond the control of LESSOR.

LESSEE shall not use the Leased Premises for any of the following purposes: Activities that are considered hazardous including, but not limited to, demolition or the storage or use of dangerous substances; any activity considered to be a nuisance; any activity that is unlawful or immoral; or any activity which at the discretion of the LESSOR and the Secretary of State is inappropriate upon Sixteenth Section Land.

21. Successors. To the extent assignment of this Lease Agreement is allowed by the above provisions this Lease Agreement shall be binding upon LESSEE'S successors and assigns.

22. General Duties of LESSEE. LESSEE agrees:

- (a) To comply with all laws and ordinances applicable to the use of the Leased Premises including, without limitation, laws and regulations pertaining to accessibility by handicapped persons;
- (b) To allow inspection of the Leased Premises during normal business hours by any persons responsible for management or supervision of the property or this lease acting in their official capacity;
- (c) To perform all obligations herein expressed in a prompt fashion, without notice or demand;
- (d) To surrender the Leased Premises upon termination or expiration of this Lease Agreement, with improvements to be in the condition as herein specified;
- (e) To provide LESSOR, at each Anniversary Date, written certification by LESSEE or an officer of LESSEE of compliance with the provisions of this lease; and
- (f) To maintain the Leased Premises at all times in a clean, neat and orderly manner, free of waste materials, and to keep grass and other vegetation clipped.

23. Reservations. LESSOR reserves title to all oil or gas, coal, lignite or other minerals in, on, or under said lease property, together with the right to enter and remove the same, but not in a manner which interferes with LESSEE'S operations on the Leased Premises.

24. Rights-of-Way. LESSOR reserves the right to grant or sell rights-of-way across the Leased Premises for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed in a manner so as not to interfere with LESSEE'S operations.

25. Recording. LESSOR will deliver this Lease Agreement to the Chancery Clerk of Rankin County for recording, and LESSEE has herewith delivered to LESSOR a check in the sum of forty dollars (\$40.00) payable to Rankin County School District as recording fees.

26. Immunity. No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.

27. Interpretation. The parties to this Lease Agreement acknowledge that they have freely entered into this Lease Agreement and any ambiguities shall not be construed against a single party.

28. Governing Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of Rankin County, Mississippi.

29. Secretary of State. By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the LESSOR has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

30. Supervisory Right. Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Agreement in the event LESSOR fails to do so in a timely manner. In the event the Secretary institutes legal action to enforce the terms of this Lease Agreement, he shall have all rights as are conferred to LESSOR.

31. Additional Provisions. This Lease Agreement contains an Exhibit "B." Any additional or special provisions to this Lease Agreement are set forth in Exhibit "B" and incorporated by reference as if copied fully herein. If there are no additional or special provisions then Exhibit "B" shall state "NONE."

32. Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement. This Lease Agreement contains Exhibits "A" and "B". If Exhibits "A" and "B" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

APPROVED

SECRETARY OF STATE

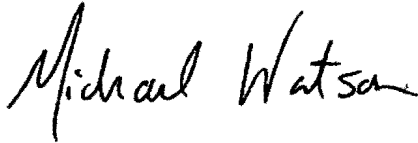
Michael Watson
Secretary of State (Seal)

SIGNATURE ADDENDUM

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this COMMERCIAL Lease Agreement between

RANKIN COUNTY SCHOOL DISTRICT

as LESSOR and WARD APOTHECARY, LLC as LESSEE with a rent amount of \$ 2920.00 dated 12th day of May, 2021 in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the RANKIN COUNTY School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.



Secretary of State:
Michael Watson

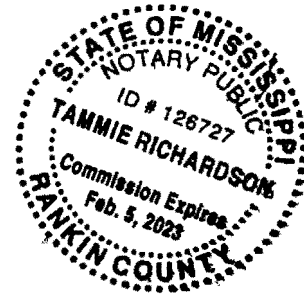
IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the 12 day of May, 2021.

Signed, Sealed and Delivered in the Presence of:

RANKIN COUNTY SCHOOL DISTRICT:

BY: Sue Townsend
SUE TOWNSEND, PhD.,
SUPERINTENDENT OF EDUCATION, LESSOR

BY: David "Grumpy" Farmer
DAVID "GRUMPY" FARMER
PRESIDENT, BOARD OF EDUCATION, LESSOR



**STATE OF MISSISSIPPI
COUNTY OF RANKIN**

Personally appeared before me, the undersigned authority in and for said county and state, on this 12 day of May, 2021, within my jurisdiction, the within named Sue Townsend, PhD, Superintendent of Schools and David "Grumpy" Farmer, school board President of the Rankin County School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of the Rankin County School District, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.

Tammie Richardson
Printed Name: _____
(Notary Public) _____

My Commission Expires: 2/5/23

RANKIN COUNTY BOARD of SUPERVISORS:

Jared K Morrison
 PRESIDENT, RANKIN COUNTY BOARD OF SUPERVISORS

Larry Swales
 CLERK, RANKIN COUNTY BOARD OF SUPERVISORS
 by: Officer



**STATE OF MISSISSIPPI
 COUNTY OF RANKIN**

Personally appeared before me the undersigned authority in and for the said county and state, on this the 14th day of May, 2021, within my jurisdiction, the within named Jared K. Morrison, who acknowledged to me that he/she is the **President of the Board of Supervisors of Rankin County, Mississippi**, and Larry Swales who acknowledged to me that he/she is the **Clerk of the Board of Supervisors of Rankin County, Mississippi**, and that in said representative capacity he/she executed the above and foregoing instrument for and on behalf of said **Board of Supervisors**, after first having been duly authorized so to do.

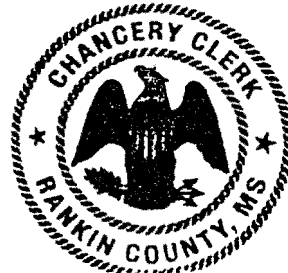
GIVEN UNDER MY HAND AND OFFICIAL SEAL of office this the 14th day of May, 2021.

LARRY SWALES
 RANKIN CO. CHANCERY CLK.

By: Catherine US, D.C.

Printed Name: CATHERINE US
 (Notary Public)

My Commission Expires: My Commission Expires Jan. 6, 2024



Lessee - Corporate

STATE OF MISSISSIPPI
COUNTY OF RANKIN

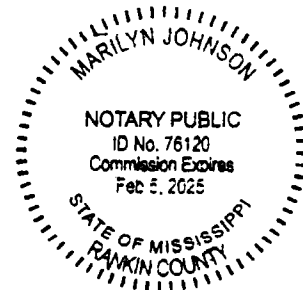
WITNESS THE SIGNATURE of LESSEE, this the 4 day of May, 2021.

Jeremy Bruce Ward
Ward Apothecary, LLC
BY: Jeremy Bruce Ward, President

Personally appeared before me the undersigned authority in and for said county and state, on this the 4th day of May, 2021, within my jurisdiction, the within named Jeremy Bruce Ward, who acknowledged to me that he is the President of Ward Apothecary, LLC, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of office this the 4th day of May, 2021.

Marilyn Johnson
Printed Name: Marilyn Johnson
(Notary Public)



My Commission Expires: Feb 5, 2025

(Affix official seal, if applicable)

EXHIBIT "A"
DESCRIPTION OF PROPERTY

The portion of a certain Sixteenth Section covering and including the following described property situated in the SW $\frac{1}{4}$ of THE NE $\frac{1}{4}$ of Section 16, Township 5 North, Range 3 East, City of Brandon, Rankin County, Mississippi, and being more particularly described as follows, to wit;

Commencing at a point 290 feet North of the Southwest corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, Township 5 North, Range 3 East and run thence East 90 feet; thence North 239 feet, more or less to a point on the South line of Old Highway 80; thence

Westward along Old Highway 80 a distance of 100 feet; thence South 274 feet, more or less, to the Point of Beginning.

EXHIBIT B

NONE

EXECUTIVE SUMMARY

Land Appraised: Tax Parcel 18N-34
South Side of Old Highway 80, Brandon, MS

Section: 16, T5N, R3E

Leaseholder: Carter and Wallace Properties, LLC

Lease Type: Commercial

Interests Appraised: Fair Market Rent

Date of Valuation: April 5, 2021

Land Area: 0.56+/- Acres

Zoning: CC - Community Center Commercial

Marketing and
Exposure Time: 12 Months or less

Highest and Best Use:
As if vacant: Commercial
As improved: Not Applicable

Value Indications:
Fee Simple Value \$36,500

Fair Market Rental \$2,920 per year

Appraiser: J. Neil Parker, MAI
Parker, Gentry & Parker, Inc.
104 Avalon Court, Suite A
Brandon, MS 39047
P.O. Box 320217
Flowood, MS 39232-0217

INDEXING INSTRUCTIONS
SW ¼ of NE ¼ of
SECTION 16, T5N-R3E
Parcel No. I8N-34

Prepared by and return to:
Rankin County School District
16th Section Land Management
P. O. Box 1359
Brandon, MS 39043
601-824-5147

STATE OF MISSISSIPPI
COUNTY OF RANKIN

QUIT CLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 (\$10.00) Dollars, cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, we,

WARD APOTHECARY, LLC
257 PENNY LANE
BRANDON, MS 39042
(601)832-0373

do hereby sell, convey, bargain and quitclaim to

THE TRUSTEES FOR THE RANKIN COUNTY SCHOOL DISTRICT
AND THEIR SUCCESSORS IN OFFICE
1220 Apple Park Place
Brandon, MS 39042
(601) 825-5990

the following described real property situated and located in Rankin County, State of Mississippi, more particularly described as follows:

Attachment: Sixteenth Section Quitclaim Deed from Ward Apothecary LLC to RCSD (16123 : Acknowledgement of Quitclaim Deed of Ward

Please refer to Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

It is the intention of Grantors to convey and surrender unto Grantee herein all of Grantors right, title and interest in and to that certain Sixteenth Section Residential Land Lease as recorded in book _____ at page _____, along with all buildings and other improvements situated thereon, as recorded in the land records of the Chancery Clerk of Rankin County, Mississippi.

WITNESS OUR SIGNATURES on this the 4th day of May, 2021.

Jeremy Ward
WARD APOTHECARY, LLC
BY: Jeremy Ward
TITLE: member

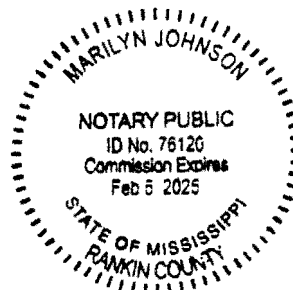
STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named, WARD APOTHECARY, LLC, personally known to me that he/she is the President of WARD APOTHECARY, LLC, who acknowledged unto me that he/she did sign, execute, and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned in the capacity therein set forth, for and on behalf of WARD APOTHECARY, LLC, after having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 4th day of May, 2021.

Marilyn Johnson
NOTARY PUBLIC

My Commission Expires:



IN WITNESS WHEREOF, this Lease is executed by LESSOR and pursuant to Order entered upon its minutes, this the 12 day of May, 2021.

RANKIN COUNTY SCHOOL DISTRICT:

BY: *Sue Townsend*
SUE TOWNSEND, Ph.D.,
SUPERINTENDENT OF EDUCATION, LESSOR

BY: *David Grumpy*
DAVID "GRUMPY" FARMER
PRESIDENT, BOARD OF EDUCATION, LESSOR

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named SUE TOWNSEND, Ph.D., COUNTY SUPERINTENDENT OF EDUCATION, and DAVID "GRUMPY" FARMER, PRESIDENT FOR THE BOARD OF EDUCATION, who acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, in the capacity therein set forth, and after having first been authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 12 day of May, 2021.



Tammie Richardson
NOTARY PUBLIC

My commission Expires:

2/5/23

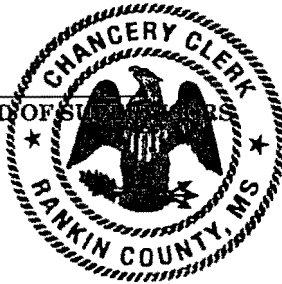
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WITNESS OUR SIGNATURES this the 14th day of May, 2021.

RANKIN COUNTY BOARD OF SUPERVISORS:

Jared K Morrison
PRESIDENT, RANKIN COUNTY BOARD OF SUPERVISORS

Larry Swales
CLERK, RANKIN COUNTY BOARD OF SUPERVISORS
my: Q Roadoc



STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Jared K. Morrison, personally known to me to be the President of the Rankin County Board of Supervisors, and Larry Swales, personally known to me to be the Clerk of the Rankin County Board of Supervisors, who acknowledged to me that they signed and executed the above and foregoing Residential Lease Contract of Sixteenth Section Lands on the day and year therein mentioned, in the capacity therein set forth, for and on behalf of the Rankin County Board of Supervisors, having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of office this the 14th day of May, 2021.
LARRY SWALES
RANKIN CO. CHANCERY CLK.
By: [Signature], D.C.
NOTARY PUBLIC



My Commission Expires:
My Commission Expires Jan. 6, 2024

[Type here]



Post Office Box 1359 • Brandon, MS 39043 • p 601.825.5590 • f 601.825.2618 • www.rcsd.ms

May 5, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

Pisgah High School – would like to request the County to help grade and repair an area outside the AG Building.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education

Attachment: Routine Road Work Requested for Pisgah High School (16110 : Authorization for the Road Department to Conduct Work



Post Office Box 1359 • Brandon, MS 39043 • p 601.825.5590 • f 601.825.2618 • www.rcsd.ms

May 4, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

Puckett High School – would like to request the county to prepare lane for a new access road to the new parking area.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education

Attachment: Routine Road Work Requested for Puckett High School (16111) : Authorization for the Road Department to Conduct Work



Post Office Box 1359 • Brandon, MS 39043 • p 601.825.5590 • f 601.825.2618 • www.rcsd.ms

May 5, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

Brandon Elementary School – would like to request the County to repair large pothole caused from a turnaround area for the garbage truck.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education

Attachment: Routine Road Work Requested for Brandon Elementary School (16112 : Authorization for the Road Department to Conduct Work



Post Office Box 1359 • Brandon, MS 39043 • p 601.825.5590 • f 601.825.2618 • www.rcsd.ms

May 5, 2021

Rankin County Board Supervisors
211 E. Government Street, Ste. A
Brandon, MS 39042

To Whom It May Concern:

The Rankin County School District is asking permission from the Board of Supervisors to consider the following needs

127 Pleasant Street Building – would like to request the county to repair a large pothole in the driveway between buildings.

Rankin County School District is thankful for everything the Board of Supervisors has done for our school district throughout the years. You are very supportive concerning our students, staff, parents and administration. We greatly appreciate the work you have done at our schools and your continued support.

Sincerely,

Shane Sanders
Assistant Superintendent

Dr. Sue Townsend
Superintendent of Education

Attachment: Routine Road Work Requested for 127 Pleasant Street Building (16113 : Authorization for the Road Department to Conduct Work



Michael Watson
SECRETARY OF STATE

May 11, 2021

Rankin County Board of Supervisors
211 E Government St A
Brandon, MS 39042

Dear Board of Supervisors:

The Secretary of State's office issued a refund to Jesika Murphy and Travis Lee Murphy under check number 100920551 in the amount of \$6,691.95 which was the portion of the purchase price owed by the State in connection with Rankin county patent numbers 92104, 92106, 92017, and 92108. The remainder of the purchase price was rendered to the local governmental entities in Rankin County for reimbursement of fees and taxes owed pursuant to Mississippi Code Ann. § 29-1-95.

The amount paid to Rankin County Board of Supervisors was \$2279.25 via PAYMODE #301749586 on 4/28/2021. The amount due to Mrs. Murphy is \$294.33. Under the authority provided in Mississippi Code Ann. § 29-1-8, you are to refund this amount to:

Jesika Murphy
Travis Lee Murphy
122 Marcus Underwood St
Brandon MS 39042

If you have any questions please contact Tia Mason at (601) 359-9043, toll free (in-state) at 1-866-TFLANDS (835-2637) or email tia.mason@sos.ms.gov.

Sincerely,

William G Cheney
Assistant Secretary of State
Lands Sales and Acquisitions

Refund-Tax Forfeit Land Sale
001-000-924

Attachment: Refund of Rankin County Taxes on Patent Numbers 92104, 92106, 92017, 92108 per request from Secretary of State (16114 :

VENABLE GLASS SERVICES
660 HWY 51
RIDGELAND MS 39157
(601)605-4443 Fax:(601)605-4499
Tax# 20-0442251

W 2:45

Order: 1-302736

Date: 05/10/2021

Sold To:

PHILIP HOLLIMON

H (601)310-2644

CsrHH	Tech: DH	PO	TermsC.O.D	
Vehicle2018 HONDA ODYSSEY MINI VAN				
Qty	Part / Description	Material	Labor	Item Total
1	FD26808GTY - Door Green Tint (w/Clips attached) (Clips)(Front)(Right)(Solar)	215.00	0.00	215.00

Notes: PILK 1139

VIN # 5FNRL6H83KB033073

IF YOUR WINDSHIELD HAS BEEN REPLACED, LEAVE THE TAPE ON FOR 24 HOURS, NO HIGH PRESSURE CAR WASHES FOR 24 HOURS, AND LEAVE A SMALL CRACK IN ONE WINDOW TO RELIEVE AIR PRESSURE.

Do + 177

VENABLE GLASS
660 HWY 51
RIDGELAND, MS 39157
601-605-4443
643684556100938

Merchant ID: 3806 Store #: 0001
Term #: 0001 Ref #: 0023

Sale

XXXXXXXXXX5278

MASTERCARD Entry Method: Chip

Total: \$ 230.05

05/11/21 15:57:41

Inv #: 000023 Appr Code: 022728

Transaction ID: 0511MSKY20VP

Apprvd: Online Batch#: 000228

DEBIT MASTERCARD

AID: A0000000041010

TS1: 6800

TVR: 8000000000

Customer Copy
THANK YOU!

Material	Labor	Tax	Total	Deductible	Payments	Balance
215.00	0.00	15.05	230.05	0.00	0.00	230.0

vers 9.2.10 Page: 1

IN THE YOUTH COURT OF RANKIN COUNTY, MISSISSIPPI

IN THE INTEREST OF: WCK

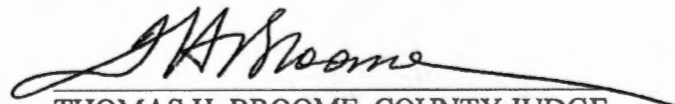
CASE # 10336

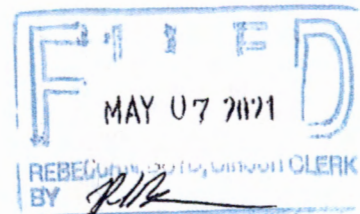
ORDER APPROVING PAYMENT

THIS MATTER THIS CAUSE HAVING COME ON FOR HEARING on the Court's own motion with regard to payment of an invoice for the appointment of counsel by this Court to represent the natural father in a hearing on a Petition to Terminate Parental Rights in the above captioned matter, and the Court determined that the father is indigent and the Court is compelled to appoint her counsel pursuant to Section 93-15-113(2)(b) of the Mississippi Code of 1972, as amended, and under the Constitution of the United States, the Mississippi Constitution of 1890, or statutory law. The Court having received the attached invoice does find same to be well taken and that same is reasonable and should be paid from the Youth Court funds budgeted by the Rankin County Board of Supervisors.

IT IS THEREFORE ORDERED AND ADJUDGED that the Rankin County Board of Supervisors is hereby authorized and directed to pay the attached invoice (See Attachment A) in the amount of \$600.00 (Six Hundred and 00/100 Dollars) to Robert L. Spotswood, Esquire, c/o Spotswood Law Firm, P.O. Box 180118, Richland, MS 39218, (601) 936-6003, for services rendered as the court appointed counsel for the indigent father as same was in the best interest of the above captioned minor child.

SO ORDERED AND ADJUDGED this the 7th day of May, 2021.


THOMAS H. BROOME, COUNTY JUDGE



ATTACHMENT A

SPOTSWOOD LAW FIRM
ATTORNEY AT LAW

ROBERT L. SPOTSWOOD
P.O. BOX 180118
368 SCARBROUGH
RICHLAND, MS 39218
TELEPHONE: (601) 936-6003
FAX: (601) 936-5967

STATEMENT OF PROFESSIONAL SERVICES

May 7, 2021

RE: IN THE INTEREST OF: W C K
CASE # 10336

DATE	EXPLANATION	TIME
05/06/2021	Court appointed attorney for <u>W</u> <u>L</u> <u>L</u> , Respondent Re: Termination of Parental Rights	3.00

TOTAL HOURS: 3.00

3.00 hours @ \$200.00 per hour = \$600.00

TOTAL OWED: \$600.00

Attachment: Court Ordered payment to Robert L. Spotswood, Esquire appointed counsel two cases indigent parents (Youth Court) (16116 :

IN THE YOUTH COURT OF RANKIN COUNTY, MISSISSIPPI

IN THE INTEREST OF: GMF

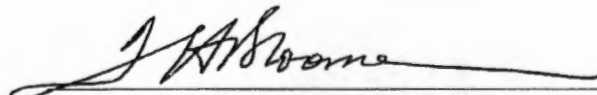
CASE # 11414

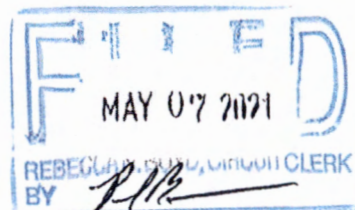
ORDER APPROVING PAYMENT

THIS MATTER THIS CAUSE HAVING COME ON FOR HEARING on the Court's own motion with regard to payment of an invoice for the appointment of counsel by this Court to represent the natural mother in a hearing on a Petition to Terminate Parental Rights in the above captioned matter, and the Court determined that the mother is indigent and the Court is compelled to appoint her counsel pursuant to Section 93-15-113(2)(b) of the Mississippi Code of 1972, as amended, and under the Constitution of the United States, the Mississippi Constitution of 1890, or statutory law. The Court having received the attached invoice does find same to be well taken and that same is reasonable and should be paid from the Youth Court funds budgeted by the Rankin County Board of Supervisors.

IT IS THEREFORE ORDERED AND ADJUDGED that the Rankin County Board of Supervisors is hereby authorized and directed to pay the attached invoice (See Attachment A) in the amount of \$800.00 (Eight Hundred and 00/100 Dollars) to Robert L. Spotswood, Esquire, c/o Spotswood Law Firm, P.O. Box 180118, Richland, MS 39218, (601) 936-6003, for services rendered as the court appointed counsel for the indigent mother as same was in the best interest of the above captioned minor child.

SO ORDERED AND ADJUDGED this the 7th day of May, 2021.


THOMAS H. BROOME, COUNTY JUDGE



Attachment: Court Ordered payment to Robert L. Spotswood, Esquire appointed counsel two cases indigent parents (Youth Court) (16116 :

ATTACHMENT A

SPOTSWOOD LAW FIRM
ATTORNEY AT LAW

ROBERT L. SPOTSWOOD
P.O. BOX 180118
368 SCARBROUGH
RICHLAND, MS 39218
TELEPHONE: (601) 936-6003
FAX: (601) 936-5967

STATEMENT OF PROFESSIONAL SERVICES

May 7, 2021

RE: IN THE INTEREST OF: G. M F
CASE # 11414

DATE	EXPLANATION	TIME
05/06/2021	Court appointed attorney for <u>M</u> <u>D</u> <u>F</u> , Respondent Re: Termination of Parental Rights	4.00

TOTAL HOURS: 4.00

4.00 hours @ \$200.00 per hour = \$800.00

TOTAL OWED: \$800.00

ATTACHMENT A

SPOTSWOOD LAW FIRM
ATTORNEY AT LAW

ROBERT L. SPOTSWOOD
P.O. BOX 180118
368 SCARBROUGH
RICHLAND, MS 39218
TELEPHONE: (601) 936-6003
FAX: (601) 936-5967

STATEMENT OF PROFESSIONAL SERVICES

May 7, 2021

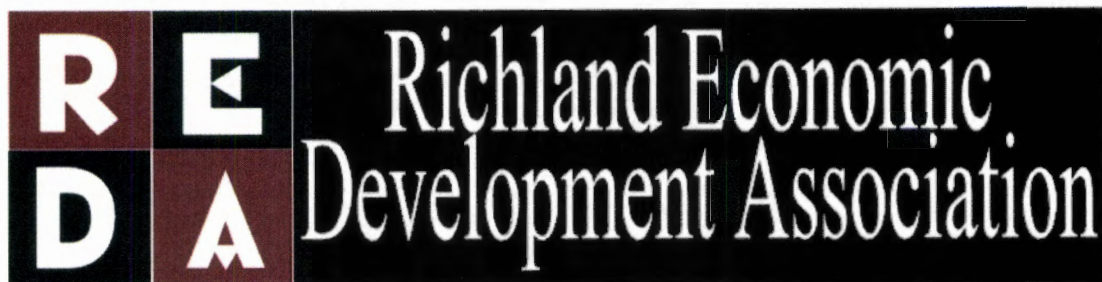
RE: IN THE INTEREST OF: G M F
CASE # 11414 = = =

DATE	EXPLANATION	TIME
05/06/2021	Court appointed attorney for <u>M</u> <u>D</u> <u>F</u> , Respondent Re: Termination of Parental Rights	4.00

TOTAL HOURS: 4.00

4.00 hours @ \$200.00 per hour = \$800.00

TOTAL OWED: \$800.00



The Richland Economic Development Association (REDA) is partnering with the City of Richland to host the Vietnam Traveling Memorial Wall on September 16-20, 2021 at the Town Square in Richland, Mississippi.

Please help us to secure the Wall by completing this form and mailing it along with a check for your sponsorship: Stephanie Ward, REDA, P.O. Box 180875, Richland, MS 39218

Make checks payable to: REDA

Deadline for sponsorship is **June 30, 2021** to secure the wall and for advertisement promotions.

- **Red Sponsorship - \$1,000.00**
 - Name, logo and company link on all internet advertisements, social media, and REDA web page
 - Name and logo in all printed media associated with event advertisement
 - Name and logo on program flyer
 - Name on REDA web page, "Thank You" ads in the newspaper and social media
- **White Sponsorship - \$500.00**
 - Name and logo on program flyer
 - Name on REDA web page, "Thank You" ads in the newspaper and social media
- **Blue Sponsorship - \$250.00**
 - Name on REDA web page, "Thank You" ads in the newspaper and social media

Sponsorship Level _____

Company Name _____

Address _____

City _____ State _____ Zip _____

Contact Name _____ Phone Number _____

Email Address _____

Richland Economic Development Association, P.O. Box 180875, Richland, MS 39218

ORDER ALLOWING EXPENDITURE TO ADVERTISE COUNTY RESOURCES

THIS DAY the Board of Supervisors of Rankin County, having met at a regular meeting, duly noticed, considered the proposed expenditure of county funds pursuant to Sections 17-3-1 and 17-3-3 of the Mississippi Code of 1972, as amended, for the purpose of advertising resources or possibilities of the county, and the Board having considered a particular request regarding funds from **RICHLAND ECONOMIC DEVELOPMENT ASSOCIATION** (sponsorship of Vietnam Traveling Memorial Wall), and the Board finding, consistent with the facts presented at its regular meeting, that in the Boards' judgment, the expenditure will advertise the resources and possibilities of Rankin County and that such activities will be helpful toward advancing the moral, financial and other interests of the county, finds that the expenditure in the amount not to exceed of Two Hundred Fifty Dollars (\$250.00) is reasonable and that the same be and is hereby authorized and approved.

IT IS THEREFORE ORDERED that a sum not to exceed the amount of Two Hundred Fifty Dollars (\$250.00), county funds be paid to **RICHLAND ECONOMIC DEVELOPMENT ASSOCIATION** (sponsorship of Vietnam Traveling Memorial Wall).

SO ORDERED this the 14th day of May, 2021,



RANKIN COUNTY BOARD OF SUPERVISORS

BY: Jared Morrison
President of the Rankin County Board of Supervisors

ATTEST:

Larry A. Sales

TO: RANKIN COUNTY BOARD OF SUPERVISORS & CLERK OF THE BOARD

FROM: KIM GRIFFITH, INVENTORY CONTROL CLERK

RE: INVENTORY CHANGES

DATE: May 14, 2021

Please remove the following items:

From Dept. 200-Sheriff

Asset	Description	Serial#	Reason
2331	Generator	0891116	Broken
242	Camera	X3721001	Broken
243	Camera	P372P8103516	Broken
343	Light Bar/Siren Speaker	RX2747A35CC	Broken
9821	Side by Side ATV	KRTV900A71079451	Broken
10566	Kawasaki Mule		Broken
5048	Digital Voice Recorder System	S18169-02-03	Broken
7540	Motorola Laptop	3433GJ0402	Broken
7881	Electric Box Camera		Broken
10032	Night Vision Goggles	A22526	Broken
11972	Panasonic Docking Station	8CTTA18747	Broken
12804	Gas Mask		Under Threshold
12805	Gas Mask		Under Threshold
12806	Gas Mask		Under Threshold
12807	Gas Mask		Under Threshold
12808	Gas Mask		Under Threshold
12809	Gas Mask		Under Threshold
12810	Gas Mask		Under Threshold
7459	Handheld Intoxilyzer		Broken
8018	Alcohol Sensor Flashlight	304/22597	Broken
9127	Taser	XOU-710863	Broken
9560	Taser	X130014E8	Broken
13052	2013 Dodge Ram Truck	1C6RR6FGXDS684755	Surplus to Madison Co DA

From Dept. 220-Jail

Asset	Description	Serial#	Reason
9132	Camera		Broken
9131	Camera		Broken
9130	Camera		Broken
9129	Camera		Broken
9128	Camera		Broken
9116	Dell Laptop		Broken

From Dept. 300-Roads & Bridges

Asset	Description	Serial#	Reason
13919	Civil Link Road Plan		Per 2020 Financial Audit

From Dept. 230-911 Operations

Asset	Description	Serial#	Reason
5026	2002 Ford F150	1FTRX17W22NA76831	Surplus

From Dept. 260-Civil Defense

Asset	Description	Serial#	Reason
7226	2006 Ford F250	1FTSW21PX6EC58147	Surplus

Please add the following items:

To Dept. 200 Sheriff

Asset	Description	Serial #	Reason
	Motorola APX6500 Radio	625CRV0327	
	Motorola APX6500 Radio	652CQR0351	

Attachment: Inventory Changes (16118 : Approval to Remove Equipment from the County Inventory for Being Obsolete or Broken and to Declare E)



Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

May 11, 2021

Board of Supervisors
211 E. Government Street, Suite A
Brandon, MS 39042

RE: Inventory

Dear Board Members:

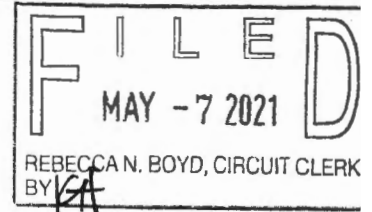
Please place on the Board minutes to remove vehicle from Rankin County Sheriff's Dept. inventory, declare vehicle as surplus and transfer to Rankin and Madison District Attorney's Office as an Intergovernmental sale at no cost. Pursuant to Mississippi Code Annotated 31-7-13. This vehicle was purchased by this Office from Ms. Surplus Property and is no longer being used by our department.

<u>Description</u>	<u>Serial Number</u>	<u>County Number</u>
2013 Dodge Ram Truck	1C6RR6FGXDS684755	14853

Thank you,

Ken McBroom
Undersheriff

IN THE CIRCUIT COURT OF RANKIN COUNTY, MISSISSIPPI

**ORDER APPOINTING ATTORNEY FOR
REPRESENTATION OF INDIGENT DEFENDANTS**

COMES NOW BEFORE THE COURT the matter of the appointment of an Assistant Public Defender to represent indigent Defendants on criminal matters in the Courts of Rankin County, Mississippi, to be primarily assigned to Rankin County Justice Court for those defendants that the presiding judge determines to be entitled to representation by the Public Defender's office. This appointment is intended to ensure the efficient and timely resolution of pending cases for that and any other court to which he may be assigned from time to time by the Senior Circuit Judge or the Chief Public Defender.

IT IS THEREFORE, ORDERED that Daniel Sorrick, Esquire shall be and is hereby appointed as an Assistant Public Defender in the criminal Courts of Rankin County, Mississippi, as set forth above, effective May 10, 2021. Sorrick will serve as a part-time, non-PERS, employee to be provided compensation and insurance benefits consistent with that of other Public Defenders as those may, from time-to-time be established and funded by the Rankin County, Mississippi Board of Supervisors.

SO ORDERED AND ADJUDGED THIS the 7th day of **MAY, 2021.**

A large, stylized handwritten signature in black ink, appearing to be "D. H." or similar, written over a horizontal line.

SENIOR CIRCUIT JUDGE

Attachment: Personnel Recommendation Circuit Court (16120 : Authority to Approve the Following Personnel Recommendations: Sheriff's

Rankin County

Personnel Recommendation

I, Aafram Sellers, Chief Public Defender, hereby recommends the within named, Daniel Sorrick, for the part-time position as Public Defender with the Rankin County Board of Supervisors effective 05/10/2021.

Signature/ Aafram Sellers
Chief Public Defender

☒ Approved

☐ Not Approved

Jared K. Morrison
Board President

Additional Comments:

Salary

	Present	Proposed
Step		353
Hourly	\$	\$
Bi-Weekly		\$
Annual	\$	\$

Rankin County

Personnel Recommendation

I, Mike Harrison, Road Department Manager, hereby recommends the within named, **James Hanks**, for the full time position of **Equipment Operator** with the Rankin County Road Department effective 05/17/2021.

Signature/ Mike Harrison
Road Department Manager

☒ Approved

☐ Not Approved

James K Morrison
Board President

Additional Comments:

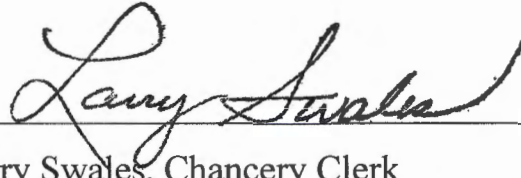
Salary

	Present	Proposed
Step		314
Hourly	\$	\$
Bi-Weekly		\$
Annual	\$	\$

Rankin County

Personnel Recommendation

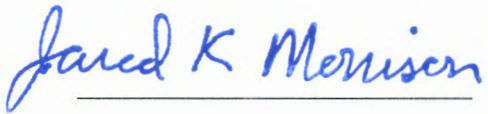
I, Larry Swales, Chancery Clerk do hereby recommend the within named,
Jessica Flood, Chief Deputy of Land Records for the Rankin County Chancery
 Clerk's Office, be raised to Step 479.



Larry Swales, Chancery Clerk

Approved ✓

Disapproved _____



Board President

Additional Comments:

To be paid from Fund 697 Chancery Clerk Clearing

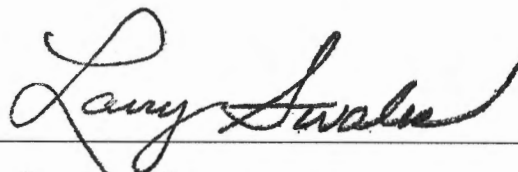
Salary

	Present	Proposed
Step	465	479
Hourly	\$	\$
Bi-Weekly	\$	\$
Annual	\$	\$

Rankin County

Personnel Recommendation

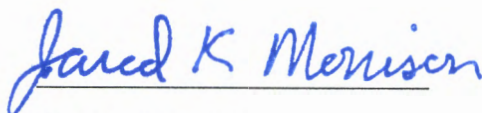
I, Larry Swales, Chancery Clerk do hereby recommend the within named,
Amie Mondello, Administrative Assistant for the Rankin County Chancery Clerk's
 Office, be raised to Step 467.



Larry Swales, Chancery Clerk

Approved  _____

Disapproved _____



Board President

Additional Comments:

To be paid from Fund 697 Chancery Clerk Clearing

Salary

	Present	Proposed
Step	452	467
Hourly	\$	\$
Bi-Weekly	\$	\$
Annual	\$	\$

Rankin County

Personnel Recommendation

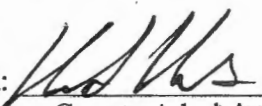
I, Sheriff Bryan Bailey, do hereby recommend the within named,

Jimmie Sentel Easterling be considered for the position of/promotion to
promoted to K-9 Deputy Interdiction Supervisor

at pay step **405** effective on the **9** day of **May, 2021**.


 Sheriff Bryan Bailey

Approved ☒
 Disapproved ☐

Signed: 
 County Administrator


 Board President

Additional Comments:

Easterling is being promoted to Supervisor over the K-9 units which he is taking the place of C. Picou who resigned.

	Present	Recommended
Step	362	405
Hourly Rate	\$	\$
Bi-Weekly Rate	\$	\$
Annual Salary	\$	\$

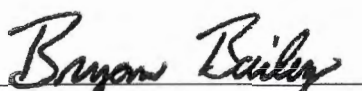
Rankin County

Personnel Recommendation

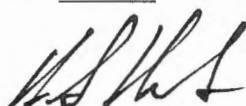
I, Sheriff Bryan Bailey, do hereby recommend the within named,

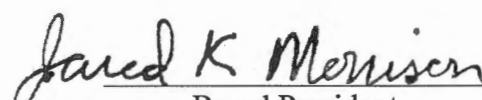
David G. Hicks be considered for the position of/promotion to **Deputy Sheriff / Patrol Division**

at pay step **299** effective on the **16** day of **May**, **2021**.


Sheriff Bryan Bailey

Approved ✓
Disapproved _____

Signed: 
County Administrator


Board President

Additional Comments:

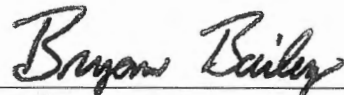
Hicks is transferring from School Officer to the Patrol Division. There is no change in pay just a transfer. Hicks is replacing Cody Grogan who resigned.

	Present	Recommended
Step	299	0
Hourly Rate	\$	\$
Bi-Weekly Rate	\$	\$
Annual Salary	\$	\$

Rankin County

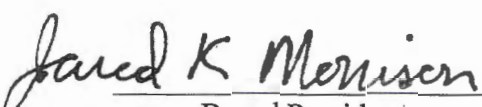
Personnel Recommendation

I, Sheriff Bryan Bailey, do hereby recommend the within named,
Jonathan B. Peets be considered for the position of/promotion to **part-time**
 at pay step **220** effective on the **9** day of **May, 2021**.


 Sheriff Bryan Bailey

Approved ☒
 Disapproved ☐

Signed: 
 County Administrator


 Board President

Additional Comments:

Jonathan will work part-time at the livestock pavilion on the weekends as needed. Pay will be under the saferoom.

	Present	Recommended
Step	0	220
Hourly Rate	\$	\$
Bi-Weekly Rate	\$	\$
Annual Salary	\$	\$

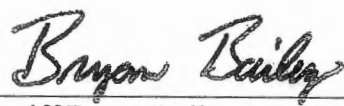
Rankin County

Personnel Recommendation

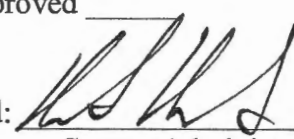
I, Sheriff Bryan Bailey, do hereby recommend the within named,

Amanda M. Shows be considered for the position of/promotion to **promoted to Communications Officer II Supervisor**

at pay step **305** effective on the **9** day of **May, 2021**.


Sheriff Bryan Bailey

Approved ☒
Disapproved ☐

Signed: 
County Administrator


Board President

Additional Comments:

Shows is being promoted to a Supervisor position.

	Present	Recommended
Step	289	305
Hourly Rate	\$	\$
Bi-Weekly Rate	\$	\$
Annual Salary	\$	\$

Mississippi Department of Transportation
Completion of Work Certification

This permit requires that the named applicant submit the following certification with signature(s) and insure proper filing with MDOT's District Permit Department before the permit is closed and all associated bonds are released:

Permit Representative's signature(s) acknowledges the following:

We/(I), certify that the requirements of this permit have been constructed as stated in the approved final permit. Furthermore, no work performed as an exercise of the approved permit, has been relocated or altered without such change being shown on an approved revision of the permit or approved addenda thereto.

Jared Morrison, Board President

Printed Name of Applicant

Jared K Morrison

Signature of Applicant

MND-004
Rev. 2011

PERMIT NO. 5-20-61-18-468-0457

Mississippi Department of Transportation
Completion of Work Certification

This permit requires that the named applicant submit the following certification with signature(s) and insure proper filing with MDOT's District Permit Department before the permit is closed and all associated bonds are released:

Permit Representative's signature(s) acknowledges the following:

We/(I), certify that the requirements of this permit have been constructed as stated in the approved final permit. Furthermore, no work performed as an exercise of the approved permit, has been relocated or altered without such change being shown on an approved revision of the permit or approved addenda thereto.

Jared Morrison, Board President

Printed Name of Applicant



Signature of Applicant

**PETITION FOR REDUCTION OF ASSESSMENT ON PERSONAL
PROPERTY ASSESSMENT ROLL**

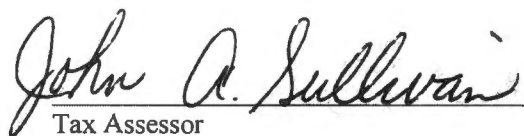
STATE OF MISSISSIPPI

COUNTY OF RANKIN

AFFIDAVIT FOR CHANGE

Now comes John A. Sullivan, Tax Assessor of Rankin County, and requests that the assessments shown on the attached listing be changed or reduced as shown on the listing; the said property being assessed on the 2018 Personal Property Assessment Roll of said county.

Witness my signature this the 14th day of May 2021.


Tax Assessor

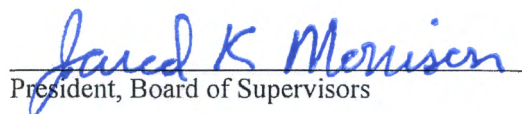
ORDER OF BOARD OF SUPERVISORS

It appearing to the Board of Supervisors from evidence, both oral and documentary, offered in support of said adjustments that the assessments shown on the attached listing should be changed or reduced as shown on the listing;

It is, therefore, ordered by the Board of Supervisors of Rankin County, Mississippi, that a total reduction of the assessments on said roll in the amount of 3,061 is hereby approved for the year 2018.

It is further ordered that the Clerk of this Board is hereby authorized and directed to change the original assessment roll, and the Tax Collector of Rankin County is hereby authorized and directed to change the assessments to conform to the provisions of this order.

Ordered and adjudged this the 14th day of May 2021.


President, Board of Supervisors

**PETITION FOR REDUCTION OF ASSESSMENT ON PERSONAL
PROPERTY ASSESSMENT ROLL**

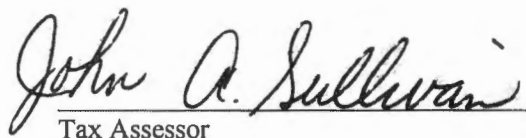
STATE OF MISSISSIPPI

COUNTY OF RANKIN

AFFIDAVIT FOR CHANGE

Now comes John A. Sullivan, Tax Assessor of Rankin County, and requests that the assessments shown on the attached listing be changed or reduced as shown on the listing; the said property being assessed on the 2020 Personal Property Assessment Roll of said county.

Witness my signature this the 14th day of May 2021.


Tax Assessor

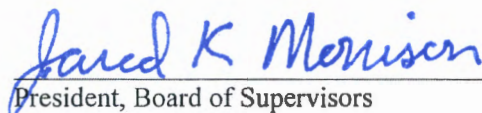
ORDER OF BOARD OF SUPERVISORS

It appearing to the Board of Supervisors from evidence, both oral and documentary, offered in support of said adjustments that the assessments shown on the attached listing should be changed or reduced as shown on the listing;

It is, therefore, ordered by the Board of Supervisors of Rankin County, Mississippi, that a total reduction of the assessments on said roll in the amount of 4,135 is hereby approved for the year 2020.

It is further ordered that the Clerk of this Board is hereby authorized and directed to change the original assessment roll, and the Tax Collector of Rankin County is hereby authorized and directed to change the assessments to conform to the provisions of this order.

Ordered and adjudged this the 14th day of May 2021.


President, Board of Supervisors

STATE OF MISSISSIPPI
TAX ASSESSOR: JOHN A. SULLIVAN

COUNTY: RANKIN
PERSONAL PROPERTY 2020 ROLL

Meeting:5/14/2021

[illegible]

Reasons for change of assessment as per Title 27-35-143. Miss Code of 1972:
(1) Duplicate Assessment, (2) Clerical Error, (3) Calculation Error, (4) Erroneous Assessment

**PETITION FOR REDUCTION OF ASSESSMENT ON REAL
PROPERTY ASSESSMENT ROLL**

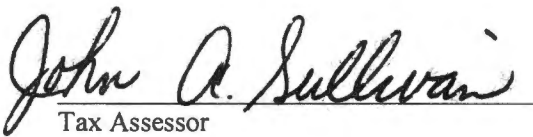
STATE OF MISSISSIPPI

COUNTY OF RANKIN

AFFIDAVIT FOR CHANGE

Now comes John A. Sullivan, Tax Assessor of Rankin County, and requests that the assessments shown on the attached listing be changed or reduced as shown on the listing; the said property being assessed on the 2020 Real Property Assessment Roll of said county.

Witness my signature this the 14th day of May, 2021.


Tax Assessor

ORDER OF BOARD OF SUPERVISORS

It appearing to the Board of Supervisors from evidence, both oral and documentary, offered in support of said adjustments that the assessments shown on the attached listing should be changed or reduced as shown on the listing;

It is, therefore, ordered by the Board of Supervisors of Rankin County, Mississippi, that a total reduction of the assessments on said roll in the amount of 58,441 is hereby approved for the year 2020.

It is further ordered that the Clerk of this Board is hereby authorized and directed to change the original assessment roll, and the Tax Collector of Rankin County is hereby authorized and directed to change the assessments to conform to the provisions of this order.

Ordered and adjudged this the 14th of May, 2021.


President, Board of Supervisors

**PETITION FOR INCREASE OF ASSESSMENT ON PERSONAL
PROPERTY ASSESSMENT ROLL**

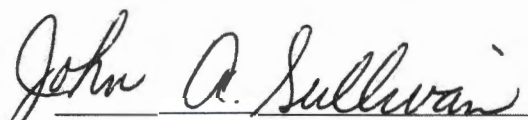
STATE OF MISSISSIPPI

COUNTY OF RANKIN

AFFIDAVIT FOR CHANGE

Now comes John A. Sullivan, Tax Assessor of Rankin County, and requests that the assessments shown on the attached listing be changed or increased as shown on the listing; the said property being assessed on the 2020 Personal Property Assessment Roll of said county.

Witness my signature this the 14th day of May 2021.


Tax Assessor

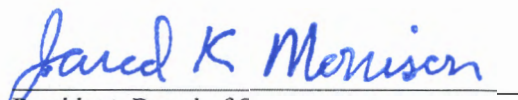
ORDER OF BOARD OF SUPERVISORS

It appearing to the Board of Supervisors from evidence, both oral and documentary, offered in support of said adjustments that the assessments shown on the attached listing should be changed or increased as shown on the listing;

It is, therefore, ordered by the Board of Supervisors of Rankin County, Mississippi, that a total increase of the assessments on said roll in the amount of 19,202 is hereby approved for the year 2020.

It is further ordered that the Clerk of this Board is hereby authorized and directed to change the original assessment roll, and the Tax Collector of Rankin County is hereby authorized and directed to change the assessments to conform to the provisions of this order.

Ordered and adjudged this the 14th day of May 2021.


President, Board of Supervisors

PETITION FOR INCREASE OF ASSESSMENT

STATE OF MISSISSIPPI
TAX ASSESSOR: JOHN A. SULLIVAN

COUNTY: RANKIN
PERSONAL PROPERTY 2020 ROLL

Meeting: 5/14/2021

[illegible]

Reasons for change of assessment as per Title 27-35-143, Miss Code of 1972:
(1) Duplicate Assessment, (2) Clerical Error, (3) Calculation Error, (4) Erroneous Assessment

**PETITION FOR INCREASE OF ASSESSMENT ON REAL
PROPERTY ASSESSMENT ROLL**

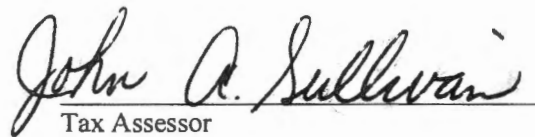
STATE OF MISSISSIPPI

COUNTY OF RANKIN

AFFIDAVIT FOR CHANGE

Now comes John A. Sullivan, Tax Assessor of Rankin County, and requests that the assessments shown on the attached listing be changed or increased as shown on the listing; the said property being assessed on the 2020 Real Property Assessment Roll of said county.

Witness my signature this the 14th day of May, 2021.


Tax Assessor

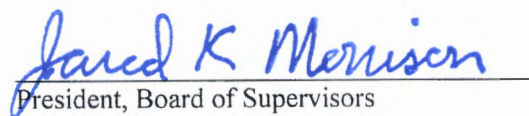
ORDER OF BOARD OF SUPERVISORS

It appearing to the Board of Supervisors from evidence, both oral and documentary, offered in support of said adjustments that the assessments shown on the attached listing should be changed or increased as shown on the listing;

It is, therefore, ordered by the Board of Supervisors of Rankin County, Mississippi, that a total increase of the assessments on said roll in the amount of 8,557 is hereby approved for the year 2020.

It is further ordered that the Clerk of this Board is hereby authorized and directed to change the original assessment roll, and the Tax Collector of Rankin County is hereby authorized and directed to change the assessments to conform to the provisions of this order.

Ordered and adjudged this the 14th day of May, 2021.


President, Board of Supervisors

PETITION FOR INCREASE OF ASSESSMENT

STATE OF MISSISSIPPI
TAX ASSESSOR: JOHN A. SULLIVAN

COUNTY
REAL PROPERTY

			TAX			
OWNER	VALUE	INCREASE	DISTRICT	PARCEL NO.	DATE OF APPROVAL	REASON FOR CHANGE
NGUYEN JACQUELINE, HUNG THE & DAO ANH	17,114	8,557	201	G11E 5 2420	5/14/2021	4
TOTAL(S)	17,114	8,557				

Reasons for change of assessment as per Title 27-35-143, Miss Code of 1972:
(1) Duplicate Assessment, (2) Clerical Error, (3) Calculation Error, (4) Erroneous Assessment, (5) Class One

Title:	20-300-12 – 1 or More New Single Axle Dump Trucks
Agency:	Mississippi > Rankin County
Start date:	13-May-2021 10:00:00 AM
End date:	13-May-2021 10:30:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
54896	Truckworxkenworth	98500.0000	13-May-2021 10:00:07 AM	Samantha	Raner	Truckworx-Kenworth	samanthar@truckworx.com	601-618-0467



TRUCKWORX

Samantha Raner
Truckworx – Jackson
330 Leggett Dr
Richland, MS 39218
Office: 601.939.5300
Cell: 601.618.0467

Email: samanthar@truckworx.com
www.TRUCKWORX.com

Attn: Rankin County Board of Supervisors

Dear Road Department,

Please see Truckworx proposal below.

2022 T270 26,000 GVW

Engine Cummins	280 HP
Transmission Allison w/PTO	3500 RDS
Front Axle Meritor	10k
Rear Axle Dana Spicer	22k rated @16k
Color	White
Tires	295/75R22.5
Wheels	Steel
Ratio	5.29-5.57
Fan hub on/off or Two speed fan hub	Fan hub Horton 2 speed
Cooling Module	1000 square inches
Front Tow Hooks	2
Alternator	160 amp

30-60 DAY DELIVERY!!

(Delivery contingent on date PO received)



Thank you for your consideration regarding a Kenworth Truck. Please feel free to contact me if you have any questions. I look forward to providing you with "The World's Best!"

CC File: Road Manager

Samantha Raner
Government Truck Sales





TRUCKWORX

Samantha Raner
Truckworx – Jackson
330 Leggett Dr
Richland, MS 39218
Office: 601.939.5300
Cell: 601.618.0467

Email: samanthar@truckworx.com
www.TRUCKWORX.com

ABOUT TRUCKWORX



Truckworx provides sales, parts, and service for Kenworth, Hino, and Isuzu commercial trucks, Blue Bird, and Micro Bird buses, and six trailer lines including MAC, Talbert, Pitts, Dragon, Clement, and Fontaine. Truckworx started as Kenworth of Birmingham in 1978 by B.B. and Bob Mitchell and is still family-owned and operated today. The company employs over 350 people with ten facilities throughout Alabama and Mississippi. Truckworx operates full-service dealerships in Birmingham, Huntsville, Dothan, Montgomery, Mobile, and Thomasville, Alabama, as well as Jackson, Mississippi. Additionally, Truckworx owns and operates a heavy-duty body shop and TRP Parts Store in the Birmingham Metro area.

In addition to our high-quality products, our level of service is unmatched! Our highly trained parts staff is knowledgeable on all makes and models, and we stock an extensive inventory of truck and bus parts in each of our ten facilities. We work on all makes and models and are certified to do warranty work on Caterpillar, Cummins, and Paccar engines; Kenworth, Hino, and Isuzu trucks and Blue Bird and Micro Bird buses.

	Birmingham	Dothan	Montgomery	Mobile	Jackson	Huntsville	Thomasville
KENWORTH							
HINO TRUCKS							
ISUZU TRUCKS							
BLUE BIRD							
Trailers							
Authorized Repair Center							
Authorized Repair Center							
Authorized Repair Center							
VIS Check Machine							
Hunter Alignment Machine							
DeShazo Overhead Cranes							
Express Lube							
DPF Cleaning Machine							
Flywheel Resurfacing							
Preventative Maint. Plans							
All Makes Suspension Work							
Air Conditioner/Heater Repair/Installation							
DANA Axles and Driveline							
TRW Power Steering Repairs							
F.T.N Automatic							
F.T.N Manual							
F.T.N Rear End							



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**20-300-12 -- 1 or More New Single Axle Dump Trucks
Rankin County**

Project documents obtained from www.CentralBidding.com

21-Apr-2021 05:05:09 PM

Attachment: Accept as presented Bid #20-300-12 one or more Single Axle Dump Trucks from Truckworx (RFA-2021-61 : Action on Bid #20-300-

Rankin County Board of Supervisors

Request for Bids

1 or More New Single Axle Dump Trucks

Bid Number: 20-300-12

Prequalification Bid Proposals Due: Monday, May 10, 2021
by 12:00 p.m.

Reverse Auction Date: Thursday, May 13, 2021 at 10:00 a.m.

NOTICE TO BIDDERS

Notice is hereby given that the Rankin County Board of Supervisors will receive bids for Bid Number 20-300-12, One or More New Single Axle Dump Trucks in the following manner:

Unpriced bid proposals will be accepted until 12:00 p.m. on Monday, May 10, 2021 by electronic bid submission at www.centralbidding.com or in sealed envelopes labeled as Bid Number 20-300-12 delivered to the office of the Rankin County Board of Supervisors at 211 E. Government Street, Suite A, Brandon, MS 39042. Submissions will be evaluated and vendors submitting acceptable specifications will be invited to submit priced bids in an electronic reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at (225) 810-4814.

Bidding will be held by electronic reverse auction on Thursday, May 13, 2021, starting at 10:00 a.m. and ending at 10:30 a.m. at www.centralbidding.com. Bidders may participate online with Central Bidding. Alternatively, bidders may submit paper bids at the office of the Rankin County Board of Supervisors at the address listed above no later than thirty minutes prior to the beginning of the reverse auction. Bidders will be allowed access to computers and technical assistance in order to participate in the reverse auction.

The reverse auction will end at the exact time as stated above unless there is any bid sniping. If there is any bid sniping, there is a maximum of two (2) extended periods for bidding at five (5) minutes each, which will extend the reverse auction a maximum of ten (10) minutes.

Official bid documents may be obtained by contacting the Rankin County Purchasing Office at 601-825-9601, bherring@rankincounty.org, or downloaded from Central Bidding at www.centralbidding.com.

The Board is acting under the authority of Section 31-7-13, Mississippi Code of 1972, Amended, and reserves the right to reject any and all bids.

Published by the order of the Rankin County Board of Supervisors, Brandon, Mississippi dated April 05, 2021.

Larry Swales, Clerk of the Board

Publication Dates: April 21, 2021 and April 28, 2021

Rankin County is requesting bids for one (1) or more new single axle dump trucks for the Rankin County Unit System. The new and unused single axle dump truck must be a 2021 or newer model depending on the manufacturer's current model in production. Unpriced bid proposals will be accepted until 12:00 p.m. on Monday, May 10, 2021. Submissions will be evaluated and vendors submitting acceptable specifications will be invited to submit priced bids in an electronic reverse auction on Thursday, May 13, 2021, starting at 10:00 a.m. The purchase price shall be valid for a twenty-four month period initiating on the date that the contract is awarded by the Rankin County Board of Supervisors. Delivery of equipment must be within ninety (90) days of issuance of the purchase order.

Specifications for the single axle dump trucks are outlined below. Equipment must meet or exceed these minimum specifications.

	<u>YES</u>	<u>NO</u>
<u>ENGINE AND EQUIPMENT</u>		
280 HP Engine with turbo exhaust brake	☒	☐
660 lb/ft Torque	☒	☐
7-Liter Engine liter displacement	☒	☐
Oil cooler	☒	☐
Aluminum flywheel housing	☒	☐
18.7 air compressors	☒	☐
Dry-type firewall mounted air cleaner with filter restriction indicator	☒	☐
2-speed fan hub	☒	☐
1000 sq/in cooling module	☒	☐
Radiator bug screen on back side of hood grill	☒	☐
Horizontal series exhaust	☒	☐
Two (2) spare switches wired to power	☒	☐
Fleetguard or equivalent filter/water separator	☒	☐
Engine block heater – 120-volt minimum	☒	☐
160-Amp alternator	☒	☐
Two (2) batteries – 2100-2190 CCA dual purpose	☒	☐
12-volt light system with circuit protection	☒	☐
12-volt starter	☒	☐
Body builder harness to end of frame	☒	☐
<u>TRANSMISSION AND EQUIPMENT</u>		
Allison 3500RDS 6-speed automatic transmission or equivalent	☒	☐
Heat exchanger	☒	☐
Oil level sensor	☒	☐
Transmission PTO rear support spring(s)	☒	☐
Driveline - 4 Dana Spicer SPL100, 3 center bearings or equivalent	☒	☐
Torque converter	☒	☐
Park brake auto neutral	☒	☐

FRONT AXLE AND EQUIPMENT

10K front axle, Dana Spicer E-10021L or equivalent
 16.5" x 5" cast drum brakes
 Aluminum 10-bolt hub pilot LMS hubs with hub caps
 Front oil seals
 Front slack adjusters
 10K taperleaf front springs
 Front shock absorbers
 Single gear power steering


☐
☐
☐
☐
☐
☐
☐
☐
REAR AXLE AND EQUIPMENT

22K rear axle rated at 16k (for 26,000 GVW)
 Rear axle ratio – 5.29 - 5.57
 16.5" x 7" cast drum brakes
 Iron 10-bolt hub pilot hubs
 Rear slack adjusters
 Rear oil seals
 Single spring brake 2430
 Bendix 4S/4M anti-lock brake system or equivalent
 23K suspension


☐
☐
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☐
TIRES AND WHEELS

Front tires – 295/75R22.5
 Rear tires – 295/75R22.5
 Aluminum front wheels
 Aluminum rear wheels


☐
☐
☐
☐
FRAME AND EQUIPMENT

10-5/8" x 5/16" steel frame
 1,776,000 RBM or greater
 120,000 PSI yield steel
 Section modulus – 14.80 in.
 Aerodynamic bumper, painted
 Two (2) removable front tow hooks


☐
☐
☐
☐
☐
☐
FUEL TANKS AND EQUIPMENT

56-Gallon aluminum fuel tank
 11-Gallon DEF tank, LH mount


☐
☐

CAB AND EQUIPMENT

Conventional cab	☒	☐
Fully Huck bolted aluminum steel cab	☒	☐
Aluminum bulkhead doors or steel equivalent	☒	☐
Heater with integral defroster and air conditioner	☒	☐
Adjustable telescoping tilt steering column	☒	☐
Dash mounted air filter restriction gauge	☒	☐
Transmission oil temperature gauge	☒	☐
No dog house protruding inside of cab	☒	☐
Tachometer	☒	☐
Fuel gauge	☒	☐
Engine coolant temperature gauge	☒	☐
Engine oil pressure gauge	☒	☐
Voltmeter	☒	☐
Engine hour meter	☒	☐
Primary and secondary air restriction gauges	☒	☐
DEF fluid level gauge	☒	☐
Air driver seat	☒	☐
Passenger seat	☒	☐
AM/FM/WB/UBS/BT Radio – Must have Bluetooth	☒	☐
Cab access grab handles, LH and RH	☒	☐
Daylight doors with RH peeper window	☒	☐
Air horn – LH top of room mount	☒	☐
Heater mirrors	☒	☐
Manual LH and electric RH door window	☒	☐
Dual halogen headlights	☒	☐
Exterior stainless steel sun visor	☒	☐
Fender mounted turn signal lights	☒	☐
Circuit breakers replacing all but any 5-amp fuses	☒	☐
Bendix AD-IS or equivalent air dryer, heated and mounted on LH rail back of cab	☒	☐
Moisture drain valve with pull cable drain	☒	☐
Full truck kit	☒	☐
Paint Color – White	☒	☐

DUMP BODY

Body Length - 10'	☒	☐
Side Height Rear – 30"	☒	☐
Side Height Front – 30"	☒	☐
Tailgate Height – 38"	☒	☐
Front Height – 38"	☒	☐
Frame Style – 6" C-Channel with 3" C-Channel on 12" Centers	☒	☐
Front Style – Straight	☒	☐
Rear Style – Straight	☒	☐

- Warranty – 3 Years or 50,000 Miles Complete Engine Warranty with No Deductible Charges
- Must have a certified dealer service center located within a fifty (50) mile radius of the Rankin County Unit System Shop, which is located at 165 Metropolitan Lane, Brandon, MS 39042.
- The certified dealer service center must be able to provide an equivalent truck if the truck is going to be out of service for repairs for more than a 24 hour period.
Not available but will work with county on case by case situation to ensure
- Delivery of the truck(s) must be within ninety (90) days of issuance of the purchase order. *two*

The truck is going to be out of service for repairs for more than a 24 hour period.
Not available but will work with county on case by case situation to ensure fast
delivery of the truck(s) must be within ninety (90) days of issuance of the turn around
purchase order. repair.



TRUCKWORX

**CHASSIS
NUMBER:**
146496

Plant:
M

MODEL: 0000270

CUSTOMER NAME:
RANKIN COUNTY

**TENTATIVE
DATE:**
06/21/21

REPORT DATE: 04/28/21

CHASSIS NUMBER: 146496

MODEL: 0000270

PLANT CODE: M

DEALER NO: K415

OPS STAT: 04/28/21

PRESENT ID-1: T270 SA DUMP

CUSTOMER PO:

DEALER NAME AND ADDRESS:

CUSTOMER NAME AND ADDRESS:

TRUCKWORX HOLDING COMPANY

RANKIN COUNTY

2220 FINLEY BOULEVARD

BIRMINGHAM

AL 35234

SHIPPING DESTINATION: K430

STARTING CHASSIS NO:

ENDING CHASSIS NO: 146497

146496

REQUESTED: 05/25/21

PRICE EFFECTIVE DATE: 01/01/21

TENTATIVE DATE: 06/21/21

FIRM DATE:

WHEELBASE: 152.00

CAB TO AXLE: 84.00

CAB TO END OF FRAME: 149.00 **AXLE TO BACK OF CAB:** 68.00

OPTION	DESCRIPTION	PUB	WGT
	BASE MODEL		
0000270	T270 SERIES CONVENTIONAL	P	9264
0070005	T270 CLASS 6 MED DUTY CONVENTIONAL	P	0
0072000	CHASSIS OPERATION WILL NOT INCLUDE A STATIONARY APPLICATION	P	0
0080050	CARB IDLE EMISSIONS REDUCTION FEATURE FOR PX-7 and PX-9	P	0
0090011	CLASS 6 4X2 AUTOMATIC	P	0
	ENGINE AND ENGINE EQUIPMENT		
0130106	PX-7 280 280@2400 660@1600, 2021 W/ TURBO EXH BRK	P	0
N0920	C399 120...STANDARD MAXIMUM SPEED LIMIT		
N0922	C402 0.....EXPIRATION DISTANCE (N207)		
N0926	C121 64....MAX VEHICLE SPEED IN TOP GEA		
N0930	C128 64....MAX CRUISE CONTROL SPEED		
N0936	C400 252...RESERVE SPEED FUNCTION RESET		
N0938	C334 0.....MAXIMUM CYCLE DISTANCE (N202		
N0940	C401 10....MAXIMUM ACTIVE DISTANCE (N20		
N0942	C333 0.....RESERVE SPEED LIMIT OFFSET (		
N0944	C234 YES...ENGINE PROTECTION SHTDWN		
N0946	C231 NO....GEAR DOWN PROTECTION		
N0948	C132 1400..MAX PTO SPEED		
N0950	C239 NO....CRUISE CONTROL AUTO RESUME		
N0952	C238 NO....AUTO ENGINE BRAKE IN CRUISE		
N0954	C395 0.....EXPIRATION DISTANCE (N209)		
N0956	C225 YES...ENABLE IDLE SHUTDOWN PARK BR		
N0958	C133 5.....IDLE SHTDWN TIME		
N0960	C396 YES...ENABLE IMPENDING SHUTDOWN WA		
N0962	C397 60....TIMER FOR IMPENDING SHUTDOWN		
N0964	C206 35....ENGINE LOAD THRESHOLD		
N0968	C233 NO....IDLE SHTDWN OVERRIDE		
N0972	C382 YES...ENABLE HOT AMBIENT AUTOMATIC		
N0974	C188 40....LOW AMBIENT TEMPERATURE THRE		
N0976	C189 60....INTERMEDIATE AMBIENT TEMPERA		
N0978	C190 80....HIGH AMBIENT TEMPERATURE THR		
1000151	PREMIERSPEC	U	0
1000243	PT Optimization analysis: Performance power before economy results	P	0
1000257	Customer's Typical Operating Spd: 70 MPH	P	0
1000684	Effective VSL Setting NA	P	0



TRUCKWORX

1000858	Engine Idle Shutdown Timer Disabled	P	0
1000859	Enable EIST Ambient Temp Override	P	0
1000891	Eff EIST NA Expiration Miles	P	0
	Use only with MX and Cummins engines		
1002060	Air compressor: 18.7 CFM FOR Cummins AND PACCAR PX engines.	P	0
1031130	AIR CLEANER: DONALDSON DRY TYPE	P	0
1105261	Fan Hub: Horton On/Off for PX-7	P	0
1121200	Cooling module 1000 sq in	P	0
	T170/T270/T370/T470		
1160205	BUG SCREEN: GRILLE FRONT: C5,T800,T880, W900, 2.1M MD, BEHIND GRILLE T680,T3 MD	P	2
1247258	EXH: 2021 PX-7 RH UND DPF/SCR W/ SING VERT RH SOC TP	P	0
1290124	Tailpipe: 5" Single 24" 45 Deg Curved	P	2-
1321109	Fuel Filter: PACCAR Std. Serv. Interval	P	0
	Fuel/Water Separator, 2017 and Later		
1321200	Run Aid: None	P	0
	*For Fuel Filter		
1321300	Start Aid: None	P	0
	*For Fuel Filter		
1816160	160 AMP BRUSH TYPE ALTERNATOR	P	0
	T3		
1821220	BATT: 2 PACCAR GP31 THR (700-730) 1400-1460 CCA DUAL PURPOSE BATTERIES	P	0
1836107	STARTER: PACCAR 90P47 12-VOLT	P	0
	FOR USE WITH PACCAR PX-7		
1900082	MULTI FUNCTION ENG CONN FOR BODY BLDR for Cummins	P	0
	MAIN TRANSMISSION AND CLUTCH		
2011232	TRANS: ALLISON 3500RDS 6 SPD GEN 5, W/PTO	P	291
N2060	SCAAN 125851		
2401405	D/L: 2 DANA 1710 W/ 1 CB	P	77
2410018	TORQUE CONVERTER INCLD W/ALLISON TRANS	P	0
2410019	TRANSMISSION APPROVAL RECEIVED, SEE NAR NARRATIVE N2060 FOR RECEIVAL DATE	U	0
2410072	AUTO NEUTRAL NOT REQ'D THIS APPLICATION	P	0
2410073	C/I SPLIT SHAFT PTO	P	0
	INFO CODE ONLY		
2410204	Delete Allison Fuel Sense	P	0
2410311	Decline Allison Neutral at Stop Stand-Alone	P	0
2410411	TORQUE CONVERTER: TC411 F/3000 SERIES, USE WITH MD, 3000 & 3500 EVS, HS & RDS	U	0
2410426	ALLISON GEN 5 RDS PACKAGE 223	U	0
	FOR 3000, 3500, 4000, 4500, 4700 TRANS		
2429358	Trans PTO Rear Trans Supt Spring(s)	P	0
	FRONT AXLE AND EQUIPMENT		
2501010	FR DANA SPCR E-1002IL 10K 3.5" DROP	P	0
	USE W/AIR BRK ONLY		
2603006	FR BRKS INCLUDED W/FR HUB PKG	P	0
2703051	FR 10K AIRBRKPKG: BENDIX 15X4 BRKS, CST	P	0
	DRM IRN PRESET 10BLT HPHUBS, HUBCAPS & SLX		
2790035	FR MAX LENGTH WHL STUDS F/STL WHLS OPT	P	2
	IS STD LENGTH W/AL WHLS CODE NOT REQ		
2862090	FR SPRG TAPERLEAF 10K W/SHOCKS	P	0
	54" W/22.5" WHLS ONLY T270/T370 ONLY		
2895223	PWR STRG SING GEAR, F/AIR BRKS 13.2K	P	0
2900022	FR FRAME RAISED 0.8"	P	0
	F/GROUND CLEARANCE W/22.5" TIRE		



TRUCKWORX

REAR AXLE AND EQUIPMENT

3011030	RR DANA SPCR P22060S 22K RATED @ 16K SING F/USE W/T3 W/AIR BRK	P	117
3200529	REAR AXLE RATIO-5.29	P	0
3300000	RR BRK:INCLUDED W/SINGLE HUB PACKAGE	P	0
3403042	26K AIRBRKPKG:16 1/2X7 BRKS, CAST DRUMS ,IRON PRESET 10BOLT HP HUBS&SLX	P	0
3407046	MAXIMUM LENGTH WHL STUDS FOR STEEL WHLS STD LENGTH W/DUAL ALUM WHLS/CODENOTREQD	P	7
3485019	RR SPRING BRK:2430 SING/T3/MAX CAP 17K	P	0
3495226	ABS:BENDIX 4S/4M FR WHL+2 GRP RR WHL*AVL ONLY W/AIR BRK	P	0
3531000	WHL DIFF LOCK F/DANA P22060S	P	15
3636422	REYCO 79KB TAPERLEAF 23K SING*MED DUTY W/ HELPER SPRG, NOT RR ADB COMPATIBLE	P	57
3836310	REAR SHOCK ABSORBERS F/REYCO 79KB	P	35
	TIRES, WHEELS & RIMS		
4030265	FR GY ENDURANCE RSA 295/75R22.5 14PR AP PART: GY756817674 FET: 50	P	7
4238265	RR GY ENDURANCE RSA 295/75R22.5 14PR AP PART: GY756817674 FET: 100	P	14
4900004	CODE-REAR TIRE QTY 04.		
5042289	FR WHL ACCUR 51487 22.5X8.25 STL HUB PIL, ARMOR PWDR COAT	P	0
5853906	PWDR COAT WHT REQS 50/51/52/57/578 CODE: ALL STL WHLS MUST HAVE SAME COLOR	P	0
5242389	RR WHL ACCUR 51487 22.5X8.25 STL HUB PIL MNT, ARMOR PWDR COAT	P	0
5900004	CODE-REAR RIM QTY 04.		
	FRAME AND EQUIPMENT		
6054250	FRAME RAILS: 10-5/8 X 5/16" STL TO 308" SECTION MOD:14.80, RBM:1,776,000 LBS	P	0
6308715	BUMPER: AERODYNAMIC, CHROME REQS BUMPER SETTING CODE	P	0
6319409	40.9 INCH BUMPER SETTING *REQS BUMPER CODE	P	0
6321005	REMOVABLE FRONT TOW HOOKS: 2	P	15
6390103	FRT MUDFLAPS	P	0
6391202	Custom Frame Layout: two chassis	P	0
6400634	BATT BOX: CANTLVR ALUM BOC, PNTD SMOOTH ALUM COVER	P	2
6409901	BATTERY BOX LOCATION: LH SIDE	P	0
6451059	T270/T370: NON-POLISH DPF/SCR COVER CAB ACCESS RH UNDER	P	0
6490122	1-PC WELDED C/M ASSY W/ 12MM FRAME FASTENERS, CENTER AND REAR FRAME	P	0
6679821	2021 EPA EMISSIONS ENGINE	U	0
6679860	FINAL EOF CUT-OFF DIMENSION WILL BE MODIFIED TO 61 IN TO 65 IN	P	0
6721102	RR MUDFLAP ARMS:BETTS B25 STD DUTY STRAIGHT (KIT INCL B1732 MTG BRKTS)	P	11
6722000	RR MUDFLAP SHIELDS:WHITE PLASTIC KW LOGO, ANTISAIL	P	9
6742009	SQUARE END OF FRAME: W/O C/M	P	0
	FUEL TANKS AND EQUIPMENT		
7210056	FUEL TANK: 56 US GAL 24.5" AL UND RPL	P	44-
N7210	CFL F/T:REFER TO PREVIOUS CHASSIS		
N7211	CFL F/T:455880		
7722011	DEF TANK: SMALL ROUND 11 GAL USABLE *2013 OR LATER	P	0



TRUCKWORX

7840015	POLISH ONLY: 1 ALUMINUM TANK	P	0
7840038	POLISHED COVER: 1 DEF TANK ANY SIZE	P	2
7889061	POL STRAPS: 1 TANK ANY SIZE	P	0
7889203	DEF TO FUEL FILL RATIO 2:1 OR GREATER	P	0
7889604	DEF TANK LOC: LH	P	0
	7920056		
	CAB AND EQUIPMENT		
8024310	CAB: CONVENTIONAL*CURVED GLASS*	P	0
	C5: INCL HD REINFORCEMENTS*		
8080137	CAB DOOR BEARING BLOCKS: TOP & BOTTOM	P	0
8090310	HOOD: SLOPED AERODYNAMIC W/GRILLE & SEPARATE BUMPER	P	0
8108010	HEATER/AIR COND W/INTEGRAL DEFROSTERS & 5 MODE ROTARY CTRLS*CAB ONLY NO SLPR*	P	0
8201200	STRG COLUMN:ADJ TELESOPNG TILT*CODE F/18" STRG WHEEL*	P	11
8208495	SW: 2 SPARES WIRED TO POWER	P	0
8220106	GAU: AIR FILTER RESTRICTION DASH-MT	P	0
8282004	Kenworth Driver Information Center (Highline display)	P	0
8282009	INSTRUMENT PACKAGE	P	0
8282990	FULL BURL WOOD DASH PANELS	P	0
8330003	INTERIOR: CAB PINNACLE	P	0
8410481	DR SEAT: KW AIR-CUSHION PLUS IB MORDURA INCL DUAL ARMRESTS & SUSPENSION COVER	P	0
8480470	RD SEAT: KW STL TOOLBOX PLUS LB MORDURA INCL DUAL ARMRESTS*REC USE W/CRNR	P	0
8490150	SEAT COLOR: JET BLACK (PREVIOUSLY LICORICE)	P	0
8601432	KENWORTH RADIO DEA710 AM/FM/WB/USB, BLUETOOTH	P	0
8699913	DASH-MT CB ASSY: BKT/BINDING POSTS*W/O SPKR/INCL DUAL ANT LEADS*CONV:MIRR BRKT	P	4
8700083	UNDERDASH CNTR CONSOLE*2 CUPHOLDER/1 ASHTRAY/1 LIGHTER/1 12V OUTLET/STORAGE	P	0
8700154	TURN SIGNAL SWITCH: SELF-CANCELLING W/ HEADLIGHT DIMMER	P	0
8800733	GRABHANDLE:1 LH W/SHORT EXT OVER DOOR RPL STD (OPTION 21)	P	4
8800734	GRABHANDLE:1 RH W/SHORT EXT OVER DOOR RPL STD	P	4
8832115	DAYLITE DOOR: LH/RH INCLDS RH PEEPER WINDOW	P	0
8841630	Air Horn: Single Mntd Inbd LH Under Cab On Support For Round Fuel Tank	P	2
8850210	CX MIRR: DUAL SS 7-1/2" MIRR BKT OFFSET STUD MOUNTING * NON-HTD	P	0
8850300	Look-down, pass. Door,Stainless 8.5x4.4	P	0
8866101	MIRROR: DUAL PRUTSMAN HTD POL SS*SW LOCATED ON DOOR PAD*THERMOSTATICALLY	P	0
8869005	MIRROR BRKT: DUAL 8-1/2'	P	0
8879213	WINDOW LIFT: ELEC POWERED LH/RH SIDE SW LOCATED ON DOOR PAD	P	0
8879911	RR CAB WINDOW: (2) 17.5"x16" CORNER + 1 17"x36" FIXED CTR; NA W/SLPR/SIDE EXT	P	24
8890135	SUNVISOR:EXTERIOR STAINLESS STEEL	P	11
	LIGHTS AND SIGNALS		
9010801	HEADLAMPS: DUAL HALOGEN	P	0
9022137	MARKER: 5 RECTANGULAR LED	P	0
9030010	TURN SIGNAL:CONV FENDER-MTD	P	0



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9070138	COMB:STOP/TAIL/TURN/BACKUP LIGHTS RH/LH	P	0
9090115	REFLECTORS: 2 AMBER MIDFRM-MTD F/FULL TRUCK*FOR TRACTOR USE 9090117*	P	0
9090126	BACKUP ALARM: ELECTRIC	P	4
9090312	BODY BUILDER HARNESS COILED EOF FOR ADDIT. C/I:TAIL,TURN,STOP,MARKER LIGHTS	P	0
9090845	CIRCUIT BREAKERS: TO REPLACE FUSES *DOES NOT APPLY TO ANY 5-AMP FUSE*	P	0
	AIR EQUIPMENT		
9101218	AIR DRYER: BENDIX AD-HF HTD PURAGUARD	P	0
9108001	MOISTURE EJT VLV: PULL CABLE DRAIN	P	0
9110020	FULL TRUCK KIT	P	15
9140328	TRAILER ABS ELECT SUPPLY THRU SAE J560 7 PIN CONNECTOR (PER TMC RP137)	P	0
N9100	9999995 122695 & 122696		
N9120	CFL A/D:LOCATE OUTSIDE LH RAIL		
N9150	CFL A/T:KEEP CLEAR OF TRANS		
	OPTIONAL EXT WTY & PRV MNT		
9200007	BASE WARR: PACCAR PX-7 ENGINE 36 MONTHS/UNLMTD MI&KM/UNLMTD HRS	P	0
9200022	BASE WARR: STANDARD SERVICE MED DUTY 12 MONTHS/UNLMTD MI & KM	P	0
	ORDER REVIEWED BY APPLICATIONS TECH:		
9290181	Doug.Harmeyer@paccar.com 740-774-5313	U	0
	SPECIAL EQUIPMENT		
9409852	GHG Secondary Manufacturer: Does Not Apply	P	0
9490003	OFF HIGHWAY/SPECIALTY COMPONENT TRUCK ADDITIONAL LEADTIME REQUIRED	P	0
9490206	WARNING TRIANGLE REFLECTOR KIT: 3 TRIANGLES IN PLASTIC CASE	P	4
9490404	FIRE EXT: ONE 5# DRY CHEMICAL TYPE MTD OUTBOARD OF DR. SEAT. CLASS ABC.	P	11
N9495	CANCELLING CH 122695-96 IN WK 9		
	PROMOTIONS		
	PAINT COLOR NUMBER		
9700000	PAINT COLOR NUMBER(S)	P	0
N9702	A - L0006EY WHITE		
N9720	FRAME N0001EA BLACK		
	NOTES		
9800001	***NOTE:REQUESTS PRECEDED BY N98XX ARE DISAPPROVED-OAR GRP #425-828-5245	U	0
N9801	6679821 2021 EPA EMISSIONS ENGINE		
N9802	6679821 2021 EPA EMISSIONS		
N9803	6679821 ENGINE		
N9804	7722153 DEF TANK: SMALL ROUND		
	PAINT		
9943004	BUMPER UNPAINTED	P	0
9943050	Day Cab Standard Paint	P	0
9944820	1 Color Paint Day Cab White If No Color Specified	P	0
9960006	***PAINT SKETCH VERIFIED***	U	0
9965510	PAINT:BASE COAT/CLEAR COAT*REQS PAINT EXTERIOR & PAINT COLOR L SERIES CODES*	P	0
	ORDER INFORMATION		
9999995	CANCEL/REORDER CHASSIS	P	0
N9994	EMAIL: SAMANTHAR@TRUCKWORX.COM		
N9995	CELL PHONE: 601.618.0467		
N9996	SALESPERSON ID: SAMANTHA RANER		

**TRUCKWORX**

N9997 DEALER CONTACT
N9998 NAME: SAMANTHA RANER PH:601.618.0467
N9999 JDD 04/26/21 OC006

UNIT TYPE: 2**PRICE EFFECTIVE DATE: 01/01/21**

**** WEIGHT SHOWN HERE IS AN ENGINEERING ESTIMATE AND DOES NOT INCLUDE UNPUBLISHED OPTION OR FRAME RAIL WEIGHTS. ACTUAL 'SHIPPING' WEIGHT MAY VARY.**

INDEPENDENT CONTRACTOR AGREEMENT
FOR VENDING SERVICES TO RANKIN COUNTY, MISSISSIPPI

THIS AGREEMENT executed on this the 14th day of May, 2021, by and between Rankin County Board of Supervisors (hereinafter the "County"), and Coomes Distributors, Inc. (hereinafter "Contractor").

FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, County hires Contractor, and Contractor agrees to work for County under the terms and conditions hereby agreed upon by the parties:

SECTION 1 – TERM OF AGREEMENT, DUTIES OF CONTRACTOR

1.1 Term. County agrees to hire Contractor, at will, for a term commencing on June 01, 2021 and continuing until May 31, 2022 unless sooner terminated in accordance with Section 4.

1.2 Duties. Contractor agrees to perform work for the County on the terms and conditions set forth in this Agreement, and agrees to devote, in good faith, all necessary time and attention to the performance of the duties specified in this Agreement. Contractor's duties shall be primarily and generally to provide vending machines and related services in county public buildings. In accordance with this general responsibility, Contractor will also perform the following:

1.2.1 Contractor will install, service and maintain vending machines capable of making change for bills:

1.2.2 Attached as Exhibit "A" hereto and incorporated herein by reference is a listing of vending machine locations to be maintained by Contractor and pricing;

1.2.3 On or before the 15th of each month of this Agreement, Contractor will pay to Rankin County, Mississippi, a monthly commission equal to 10% of the previous month's gross sales. To further this responsibility, Contractor shall provide to Rankin County, Mississippi, a report acceptable to Rankin County, Mississippi

accounting for gross sales covering the period for which the commission is being paid. Contractor and County will cooperate to determine the type and scope of accounting report acceptable to the County at the County's discretion;

- 1.2.4 Contractor will provide to County proof of general liability and worker's compensation insurance and Contractor shall cause Rankin County, Mississippi, to be placed upon said coverage of the Contractor as an "additional insured";
- 1.2.5 Contractor shall promptly reimburse any consumer who is not satisfied with the Contractor's product, and any consumer whose attempted purchase of Contractor's products has failed as a result of faulty equipment;
- 1.2.6 Contractor shall maintain Contractor's vending machines and the area in which said vending machines are located in a clean and efficient manner;
- 1.2.7 Contractor shall respond to all service calls within two (2) hours or less from notification;
- 1.2.8 Contractor shall offer vending products that are of the same type, character and quality as that of Contractor's industry competitors;
- 1.2.9 Contractor further agrees that in all such aspects of such work, Contractor shall comply with the policies, standards and regulations of the County from time to time established, and shall perform the duties assigned faithfully, intelligently, to the best of its ability, and in the best interest of the County.

SECTION 2 – CONFIDENTIALITY AND BREACH PROVISIONS

- 2.1 Confidentiality.** Contractor acknowledges and agrees that all business records, accounting records, and other County data and information related to its business (hereinafter collectively “Confidential Information”) are valuable assets of the County. Except for disclosures required to be made to advance the business of the County and information which is a matter of public record, Contractor shall not, during the terms of this Agreement or after termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Contractor or any other person, except with the prior written consent of the County.
- 2.2 Return of Documents.** Contractor acknowledges and agrees that all originals and copies of records, reports, documents, lists, memoranda, notes and other documents related to the business of the County or containing any Confidential Information shall be the sole and exclusive property of the County, and shall be returned to the County upon the termination of this Agreement or upon the written request of the County.
- 2.3 Injunction.** Contractor agrees that it would be difficult to measure damage to the County from any breach by Contractor of Section 2.1 or 2.2 and that monetary damages would be an adequate remedy for such breach. Accordingly, Contractor agrees that if Contractor shall breach Section 2.1 or 2.2, the County shall be entitled to, in addition to all other remedies it may have at law or equity, an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the County.
- 2.4 No Release.** Contractor agrees that the termination of this Agreement shall not release Contractor from any obligations under Section 2.1 or 2.2.

SECTION 3 – COMPENSATION

- 3.1 Compensation to Contractor.** In consideration of all services to be rendered by Contractor to the County, the County agrees to provide the necessary space for vending machine services and in exchange, Contractor will pay to County rental based on the following schedule: 10% of gross sales. All payments from Contractor to County shall be made no later than the 15th of the month following the month of sales.
- 3.2 Withholding; Other Benefits.** Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Contractor shall be solely responsible for reporting and paying any such taxes. The County shall not provide Contractor with any coverage or participation in the County's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.
- 3.3 Expenses.** There will be no reimbursement for expenses under this contract.

SECTION 4 – TERMINATION

- 4.1 Termination at Will by County; Requirements of Contractor in Termination.** This Agreement may be terminated by the County immediately, at will, and in the sole discretion of the Administrator of County. Contractor may terminate this Agreement upon fourteen (14) days written notice to County. This Agreement also may be terminated at any time upon the mutual written agreement of the County and Contractor.
- 4.2 Death.** In the event Contractor dies during the term of this Agreement, this Agreement shall terminate at the discretion of the County.

SECTION 5 – INDEPENDENT CONTRACTOR STATUS

Contractor acknowledges that he is an independent contractor and is not an agent, partner, joint venturer nor employee of County. Contractor shall have no authority to find or otherwise obligate County in any manner nor shall Contractor represent to anyone that it has a right to do so. Contractor further agrees that in the event that the County suffers any loss of damage as a result of a violation of this provision Contractor shall indemnify and hold harmless the County from any such loss or damage.

SECTION 6 – REPRESENTATIONS OF WARRANTIES OF CONTRACTOR

Contractor represents and warrants to the County that there is no employment contract or other contractual obligation to which Contractor is subject which prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement.

SECTION 7 – MISCELLANEOUS PROVISIONS

- 7.1 The provisions of this Agreement shall be binding upon and endured to the benefits of the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Contractor or County an obligation after termination or expiration of this Agreement shall survive termination and expiration hereof and be binding upon Contractor or County.
- 7.2 In the event of a default under this Agreement, the defaulted party shall reimburse the non-defaulting party or parties for all costs and expenses reasonably incurred by the non-defaulting party or parties in connection with the default, including without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this

List of Vending Machines in County Buildings

	Drink Machine	Snack Machine
911/EOC Building	1	1
Annex Building	1	1
Health Department	1	1
Human Resources Building	1	1
Justice Center	1	1
Juvenile Detention Center	2	1
New Courthouse	3	3
Old Courthouse (including 1 drink machine in Sheriff's Training Center)	2	1
Sheriff Department/Jail	2	1
Unit System Shop	1	1
Total	15	12

Pricing as follows:

12 Ounce Can Drinks	1.00
20 Ounce Bottle Drinks	1.75
Small Bag Chips	.75
Crackers, Nabs, Peanuts	.75
Large Bag Chips	.95
Candy Bars	1.00
Pastries/Baked Goods	1.00
Energy Drinks	2.50

EXHIBIT "A"
TO INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN RANKIN COUNTY BOARD OF SUPERVISORS
AND COOMES DISTRIBUTORS, INC.

Revised Date: February 2017

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
 (applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between Rankin County (Board of Supervisors) (hereinafter referred to as Customer), and Ricoh USA, INC (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

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B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with non compatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

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which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name: Anthony Thompson
Title: Account Manager
Address: 840 Crescent Centre Dr, Suite 120
City, State, & Zip Code: Franklin, Tn 37067

For the Customer:

Name: Rankin County Board of Supervisors
Title:
Address: 211 E. Government Street
City, State, & Zip Code: Brandon, MS 39042

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

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security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

Revised Date: February 2017

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 2021

Vendor: Ricoh USA

By: _____

Authorized Signature

Printed Name: _____

Title: _____

Witness my signature this the 14th day of May, 2021

Customer: Rankin County (Board of Supervisors)

By: Jared K Morrison

Authorized Signature

Printed Name: JARED K. MORRISON

Title: BOARD President

Revised Date: February 2017

EXHIBIT A
 RENTAL AGREEMENT
 FOR USE BY
 MISSISSIPPI Agencies AND VENDORS
 (Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200056251

Vendor Company Name: Ricoh, Inc.

Customer Agency Name: Rankin County Board of Supervisors

Bill to Address: 211 E GOVERNMENT ST. SUITE A

Brandon, MS 39042

Ship to Address: 211 E Government St, Suite A

Brandon, MS 39042

Contact: Janice Dendy, 601-824-2674

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Ricoh IMC6500	<u>\$461.33</u>
<u>Finisher SR4150</u>	
<u>Punch Unit PU3090</u>	
<u>MAIL BOX CS4010</u>	
<u>FAX OPTION TYPE M42</u>	
<u>Power Filter</u>	
<u>Training</u>	

Service billed @ B&W \$0.006 and Color @ \$0.0430

Total monthly cost \$461.33

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 36 Start Date: 7-1-2021 End Date: 6-30-2024

Modifications: Replace MPC6503 C85155358

Vendor Signature

Customer Signature

Janet K. Morrison

Revised Date: February 2017

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
 (applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between Rankin County (Chancery Court) (hereinafter referred to as Customer), and Ricoh USA, INC (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

Attachment: Approval of Copier Contract with Ricoh USA, Inc. for Chancery Court (RFA-2021-64 : Approval of Copier Contracts with Ricoh

Revised Date: February 2017

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

Revised Date: February 2017

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with non compatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

Revised Date: February 2017

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name: Anthony Thompson
Title: Account Manager
Address: 840 Crescent Centre Dr, Suite 120
City, State, & Zip Code: Franklin, Tn 37067

For the Customer:

Name: Rankin County Chancery Court
Title:
Address: 201-B North Street
City, State, & Zip Code: Brandon, MS 39042

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

Revised Date: February 2017

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

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24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

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approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

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31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 2021.

Vendor: Ricoh USA

By: _____

Authorized Signature

Printed Name: _____

Title: _____

Witness my signature this the 14th day of May, 2021.

Customer: Rankin County (Board of supervisors)

By: Jared K Morrison

Authorized Signature

Printed Name: JARED K. Morrison

Title: BOARD President

Revised Date: February 2017

EXHIBIT A
 RENTAL AGREEMENT
 FOR USE BY
 MISSISSIPPI Agencies AND VENDORS
 (Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200056251

Vendor Company Name: Ricoh, Inc.

Customer Agency Name: Rankin County Chancery Court

Bill to Address: 211 E GOVERNMENT ST. SUITE A

Brandon, MS 39042

Ship to Address: 201 B North Street

Brandon, MS 39042

Contact: David Morrow, 601-825-1649

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Ricoh IMC6000	<u>\$300.98</u>
<u>Finisher SR3260</u>	
<u>Bridge Unit BU3090</u>	
<u>LCIT PB3290</u>	
<u>FAX OPTION TYPE M37</u>	
<u>Power Filter</u>	
<u>Training</u>	

Service billed B&W @ \$0.0071 and Color @ \$0.0480

Total monthly cost \$300.98

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 36 Start Date: 8-1-2021 End Date: 7-31-2024

Modifications: Replace MPC6004 C85156330

Vendor Signature

James K. Morrison
 Customer Signature

Attachment: Approval of Copier Contract with Ricoh USA, Inc. for Chancery Court (RFA-2021-64 : Approval of Copier Contracts with Ricoh

Revised Date: February 2017

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
 (applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between Rankin County (Circuit Clerk) (hereinafter referred to as Customer), and Ricoh USA, INC (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

Attachment: Approval of Copier Contract with Ricoh USA, Inc. for Circuit Clerk (B&W Printer) (RFA-2021-64 : Approval of Copier Contracts with

Revised Date: February 2017

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

Revised Date: February 2017

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with non compatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

Revised Date: February 2017

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name: Anthony Thompson
Title: Account Manager
Address: 840 Crescent Centre Dr, Suite 120
City, State, & Zip Code: Franklin, Tn 37067

For the Customer:

Name: Rankin County Circuit Clerk
Title:
Address: 215 E. Government Street
City, State, & Zip Code: Brandon, MS 39042

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

Revised Date: February 2017

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

Revised Date: February 2017

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 2021

Vendor: Ricoh USA

By: _____

Authorized Signature

Printed Name: _____

Title: _____

Witness my signature this the 14th day of May, 2021

Customer: Rankin County (Board of Supervisors)

By: Jared K Morrison

Authorized Signature

Printed Name: JARED K. MORRISON

Title: Board President

Revised Date: February 2017

EXHIBIT A
 RENTAL AGREEMENT
 FOR USE BY
 MISSISSIPPI Agencies AND VENDORS
 (Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200056251

Vendor Company Name: Ricoh, Inc.

Customer Agency Name: Rankin County Circuit Clerk

Bill to Address: 211 E GOVERNMENT ST. SUITE A

Brandon, MS 39042

Ship to Address: 215 E Government St

Brandon, MS 39042

Contact: Becky Boyd, 601-825-1466

Description of Equipment, Software, or Services

Price

Ricoh IM7000

\$349.09

Finisher SR4150

Punch Unit PU3090

FAX OPTION TYPE M44

Power Filter

Training

Service billed @ B&W \$0.0054

Total monthly cost

\$349.09

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 36 Start Date: 7-1-2021 End Date: 6-30-2024

Modifications: Replace MP6503 C85155339

Vendor Signature

Jared K. Morrison
 Customer Signature

Attachment: Approval of Copier Contract with Ricoh USA, Inc. for Circuit Clerk (B&W Printer) (RFA-2021-64 : Approval of Copier Contracts with

Revised Date: February 2017

**RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS**

(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between Rankin County (Circuit Clerk) (hereinafter referred to as Customer), and Ricoh USA, INC (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

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A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

Attachment: Approval of Copier Contract with Ricoh USA, Inc. for Circuit Clerk (Color Printer) (RFA-2021-64 : Approval of Copier Contracts with

Revised Date: February 2017

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

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2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

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Revised Date: February 2017

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with non compatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

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which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name: Anthony Thompson
Title: Account Manager
Address: 840 Crescent Centre Dr, Suite 120
City, State, & Zip Code: Franklin, Tn 37067

For the Customer:

Name: Rankin County Circuit Clerk
Title:
Address: 215 E. Government Street
City, State, & Zip Code: Brandon, MS 39042

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

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security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

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approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

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For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 2021

Vendor: Ricoh USA

By: _____

Authorized Signature

Printed Name: _____

Title: _____

Witness my signature this the 14th day of May, 2021

Customer: Rankin County (Board of Supervisors)

By: Jared K. Morrison

Authorized Signature

Printed Name: JARED K. MORRISON

Title: Board President

Attachment: Approval of Copier Contract with Ricoh USA, Inc. for Circuit Clerk (Color Printer) (RFA-2021-64 : Approval of Copier Contracts with

Revised Date: February 2017

EXHIBIT A
 RENTAL AGREEMENT
 FOR USE BY
 MISSISSIPPI Agencies AND VENDORS
 (Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200056251

Vendor Company Name: Ricoh, Inc.

Customer Agency Name: Rankin County Circuit Clerk

Bill to Address: 211 E GOVERNMENT ST

Brandon, MS 39042

Ship to Address: 215 E Government St

Brandon, MS 39042

Contact: Becky Boyd, 601-825-1466

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
<u>Ricoh IMC6500</u>	<u>\$463.20</u>
<u>Finisher SR4150</u>	
<u>Punch Unit PU3090</u>	
<u>FAX OPTION TYPE M42</u>	
<u>Power Filter</u>	
<u>Training</u>	

Service billed @ B&W \$0.006 and Color @ \$0.0430

Total monthly cost \$463.20

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 36 Start Date: 7-1-2021 End Date: 6-30-2024

Modifications: Replace MPC6503 C85155884

Vendor Signature

Customer Signature

James K. Morrison

Exchange: _____
 Engineer: _____
 Tel. No.: _____

Serial No.: _____

PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY FACILITY ALONG OR ACROSS Spillway Road COUNTY ROAD

PROJECT NO. .62160-001 RANKIN COUNTY

UTILITY NAME Telepal Networks Inc. dba CSpire

BY Belinda Bodie

ADDRESS 1018 Highland Colony Pkwy, ste 400 Ridgeland, HEREIN CALLED APPLICANT proposes to construct a fiber Utility Facility along or across Spillway Road County Road(s), said facility to be installed between Grants Ferry Rd and Hidden Hills

List all County Roads involved (also to be listed on the Rankin County 48 Hour Project Form):

Spillway road

 _____ in Rankin County, Mississippi, and hereby makes application

to Rankin County for the construction permit. Attached hereto are drawings or plans for construction, which will not be changed or altered without approval of the Board of Supervisors, or its authorized representative.

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across, under, over, and along public highways and streets within the State of Mississippi. Applicant agrees to comply with applicable provisions of the Policy for the Accommodation of Utility Facilities within the Rights-of-Way of all Public County Roads (hereinafter referred to as the "Policy" promulgated by the State Aid Engineer on January 17, 1972), and which is hereby made a part of this Application Agreement, and agreed to perform the construction according to the applicable industry code and according to the plans and specification for the Project.

The Applicant shall be responsible for future maintenance and repairs of the facilities. The Applicant shall make future adjustments in, or relocate, the facilities then required for maintenance or improvements of public county roads. The Applicant shall receive no compensation for future adjustments or relocations of the facilities as a result of maintenance to or improvement of public county roads. By applying for this permit, the Applicant acknowledges and agrees that it shall make adjustments to or relocation of the facilities within a period of sixty (60) days from the date requested to do so by Rankin County, the failure of which shall result in a withdrawal of Applicant's rights hereunder. Further, any maintenance, repair, or construction shall be done in such a manner as to occasion the least possible interference with the normal flow and safety of traffic.

A general description of the size, type, nature, and extent of the Utility work to be done is as follows:

The Applicant understands and agrees that, except as herein stated, no right, title, claim or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not placed within the allowable horizontal and vertical limits as listed in the general provisions of the Policy, it will be adjusted to comply with same without cost to the County, unless the variance from the Policy has been approved by the granting of the Permit pursuant to this Application.

The Applicant further understands that the Utility's engineering plant, or other personnel will be responsible for the staking and construction supervision of the work set out above and as shown on the attached plans.

Rankin County intends the following:

1. Cooperate with the Utility Company to avoid unnecessary conflicts in locating, constructing, and maintaining County Roads and Utilities.
2. Use legal means to see that Policy Standards, except to the extent of any variance shown on the plans filed herewith and approved, are complied with in the facility installation.
3. If the County Engineer or other authorized representative of the Board of Supervisors approves the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the sketches, and plans are not approved, he shall promptly notify the applicant, and advise it of the reason or reasons. He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in the compliance with the location and standards shown in the Policy in this Agreement for the installation.
4. Should any term or provision of the Application Agreement conflict with the law of the State of Mississippi, the Mississippi Constitution, or the United States Constitution, or impair or deny to the Applicant or the County any right protected thereby, it shall be deemed amended to conform to said law or Constitution.

By submitting this Application, the Applicant CERTIFIES to Rankin County as follows:

1. Applicant has researched Mississippi 811 records and certifies that all existing utilities within the limits of the project that lie in the county right-of-way covered by this permit application are shown on this permit application, complete with type and owner of existing utility, and;
2. The owners of all existing utilities within the limits of the project that lie in the county right-of-way covered by this permit application have been provided with a copy of this permit application for informational purposes only, and;
3. That the proposed utility covered by this permit application will be installed at a minimum horizontal distance of eighteen inches (18") from any other existing utility OR, if eighteen inch (18") horizontal clearance is not maintained, Applicant agrees to waive any rights to compensation for repair of the proposed utility covered by this permit application for any non-negligent damage to the utility covered by this permit application caused by the operation and maintenance activities of any utility operator of an existing utility shown on this permit application that lies closer than eighteen inches (18") horizontally to the utility covered under this permit application; AND,

4. That Applicant waives any and all right to compensation from Rankin County for removal of, relocating of, or future damage caused by Rankin County to, any utility placed as a result of this Application.
5. Applicant will abide by each provision and term as reflected on the Exhibit "A" attached hereto and incorporated herein by reference.

WITNESS the signature of the Applicant this the 20 day of April, 2021.



Belinda Bodie
NAME

Permit Manager
TITLE

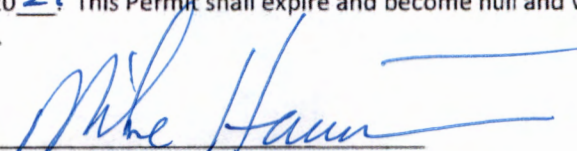
[Handwritten Signature]

RANKIN COUNTY UTILITY PERMIT

The permit for the installation or adjustment of the utilities applied for is granted under the authority of the Rankin County Board of Supervisors Road Right-of-Way permit policy. The following conditions must be satisfied in order for this Permit to remain valid:

1. Applicant and/or Contractor performing services must display a minimum 20 inch by 20 inch sign indicating the name of the applicant and the name of the contractor performing services (if applicable) at an obvious and visible location in close proximity to the location where utilities are being installed/relocated.
2. A copy of the approved utility permit application and a copy of this Permit must be placed in all vehicles utilized by Applicant and/or Contractor.
3. All Utilities must be buried to a depth that provides a minimum of 5 feet of cover over the utility. Any utilities found to have been located or relocated at a shallower depth shall be relocated to the proper depth by the Applicant at Applicant's sole expense within thirty (30) days from the date upon which the applicant is notified of the violation. Note that for utility placement or relocation resulting from a county road construction project, all utilities shall be buried to a depth that provides a minimum of 5 feet of cover over the utility based on the final grades achieved at completion of the road project. Utilities that are located or relocated in violation of these requirements shall subject Applicant to reimbursement of Rankin County for any and all damages incurred by Rankin County occasioned thereby. Any applicant failing to meet the requirements of this paragraph 3 or any other requirement of this permit shall be refused a permit in the future until such time as the violation has been cured or the damages reimbursed to the satisfaction of Rankin County.
4. Any Utility that crosses a county road must be incased.
5. The Applicant shall provide CAD FORMAT (or other appropriate digital format suitable for county use), AS BUILT DRAWINGS DEPICTING DESCRIPTION, LOCATION AND DEPTH OF ALL INSTALLED UTILITIES to the Rankin County Road Manager and the Rankin County Consulting Engineer. A ".pdf" version of as built drawings must be delivered to the Rankin County Administrator at project completion.

APPROVED this the 14th day of May, 2021. This Permit shall expire and become null and void _____ days from the date of approval and/or issuance.


RANKIN COUNTY ROAD MANAGER.

Name of Applicant: Telepak Networks dba/Cspire
Location of Project: 62160-001 - Spillway Rd., Grants Ferry, Hidden Hills
Type of Utility: Fiber

"EXHIBIT A"

Utility Contractor Requirements & Responsibilities:

- 1) Fill out a utility permit form entirely and include the following:
 - a) Permits in the back 8 foot Right of Way do not require detailed drawings, only an outline drawing of the project with enough detail to denote which side of the road the utility will be placed.
 - b) Detailed drawings are required when work is outside the back 8 foot of Right of Way and shall provide enough detail with dimensions from existing features so that the install location can be easily field reviewed.
 - c) Verification of utility easements for subdivision is the contractor's responsibility.
 - d) Submit entire utility permit package to Janice Dendy at adid@rankincountv.org

- 2) Once approved by the Board of Supervisors the Contactor will be notified via email from Janice Dendy.
 - a) After receiving the approved utility permit all correspondence will be utpermit@rankincountv.org
 - b) 48 hour notice form is required to [utpermit](mailto:utpermit@rankincountv.org) email address before the start date of work.
 - c) The point of contact must be knowledge of the permit and able to effectively communicate with the inspector.

- 3) Boring/Excavating Operations:
 - a) Operational days are only Monday through Friday.
 - b) All utility must be potholed by a smooth mouth excavator or hydro excavation.
 - c) Cable placement must be marked.
 - d) Flat boring is the only boring authorized. No Rainboring boring is allowed.
 - e) All excavators MUST be smooth mouthed buckets only (teeth buckets Not allowed).
 - f) One Boring Rig is allowed six pits within a 48-hour time frame.
 - g) Boring holes will only be at a depth of 5 feet
 - h) When not actively working open holes wrap with orange safety construction fencing.
 - i) All task(s) should be completed by 5 pm during weekdays. All pits must be closed over the weekend and Holidays.
 - j) Holes will be filled with compactable dirt or select material.
 - k) Anything impeding the roadway will be filled with crushed aggregate.



- 4) Upon completion of the work, as-built drawings in PDF format shall be submitted to the Rankin County Road Manager within 90 days of completed utility installation.
 - a) The minimum required detail of the as-built drawings shall be the same as required with the original permit submittal. If utility installation is outside the area of the approved permitting location, the contractor will be responsible for removing and relocating the utilities.

5) Suspension of Permit:

- a) If damage occurs at worksite the permit will be suspended for 2 business days.
- b) The second occurrence of damage at the worksite will result in a 5 business day suspension.
- c) The third occurrence of damage at the worksite will result in termination of the utility permit, complete operational shutdown and equipment removal. The contractor will have to meet with the county Board a Supervisor for approval of future operations within the county.

Exchange: _____
 Engineer: _____
 Tel. No.: _____

Serial No.: _____

PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY FACILITY ALONG OR ACROSS Andrew Chapel COUNTY ROAD

PROJECT NO. JB0000662519 RANKIN COUNTY

UTILITY NAME Comcast

BY Kenneth D. Goss

ADDRESS 5915 I-55 North Jackson, Ms 39213, HEREIN CALLED APPLICANT proposes to construct a

underground coaxial Utility Facility along or across Andrew Chapel County Road(s), said facility to be installed between Baker Ln and Trickham Bridge

List all County Roads involved (also to be listed on the Rankin County 48 Hour Project Form):

Andrew Chapel Rd

_____ in Rankin County, Mississippi, and hereby makes application to Rankin County for the construction permit. Attached hereto are drawings or plans for construction, which will not be changed or altered without approval of the Board of Supervisors, or its authorized representative.

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across, under, over, and along public highways and streets within the State of Mississippi. Applicant agrees to comply with applicable provisions of the Policy for the Accommodation of Utility Facilities within the Rights-of-Way of all Public County Roads (hereinafter referred to as the "Policy" promulgated by the State Aid Engineer on January 17, 1972), and which is hereby made a part of this Application Agreement, and agreed to perform the construction according to the applicable industry code and according to the plans and specification for the Project.

The Applicant shall be responsible for future maintenance and repairs of the facilities. The Applicant shall make future adjustments in, or relocate, the facilities then required for maintenance or improvements of public county roads. The Applicant shall receive no compensation for future adjustments or relocations of the facilities as a result of maintenance to or improvement of public county roads. By applying for this permit, the Applicant acknowledges and agrees that it shall make adjustments to or relocation of the facilities within a period of sixty (60) days from the date requested to do so by Rankin County, the failure of which shall result in a withdrawal of Applicant's rights hereunder. Further, any maintenance, repair, or construction shall be done in such a manner as to occasion the least possible interference with the normal flow and safety of traffic.

A general description of the size, type, nature, and extent of the Utility work to be done is as follows:

The Applicant understands and agrees that, except as herein stated, no right, title, claim or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not placed within the allowable horizontal and vertical limits as listed in the general provisions of the Policy, it will be adjusted to comply with same without cost to the County, unless the variance from the Policy has been approved by the granting of the Permit pursuant to this Application.

The Applicant further understands that the Utility's engineering plant, or other personnel will be responsible for the staking and construction supervision of the work set out above and as shown on the attached plans.

Rankin County intends the following:

1. Cooperate with the Utility Company to avoid unnecessary conflicts in locating, constructing, and maintaining County Roads and Utilities.
2. Use legal means to see that Policy Standards, except to the extent of any variance shown on the plans filed herewith and approved, are complied with in the facility installation.
3. If the County Engineer or other authorized representative of the Board of Supervisors approves the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the sketches, and plans are not approved, he shall promptly notify the applicant, and advise it of the reason or reasons. He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in the compliance with the location and standards shown in the Policy in this Agreement for the installation.
4. Should any term or provision of the Application Agreement conflict with the law of the State of Mississippi, the Mississippi Constitution, or the United States Constitution, or impair or deny to the Applicant or the County any right protected thereby, it shall be deemed amended to conform to said law or Constitution.

By submitting this Application, the Applicant **CERTIFIES** to Rankin County as follows:

1. Applicant has researched Mississippi 811 records and certifies that all existing utilities within the limits of the project that lie in the county right-of-way covered by this permit application are shown on this permit application, complete with type and owner of existing utility, and;
2. The owners of all existing utilities within the limits of the project that lie in the county right-of-way covered by this permit application have been provided with a copy of this permit application for informational purposes only, and;
3. That the proposed utility covered by this permit application will be installed at a minimum horizontal distance of eighteen inches (18") from any other existing utility OR, If eighteen inch (18") horizontal clearance is not maintained, Applicant agrees to waive any rights to compensation for repair of the proposed utility covered by this permit application for any non-negligent damage to the utility covered by this permit application caused by the operation and maintenance activities of any utility operator of an existing utility shown on this permit application that lies closer than eighteen inches (18") horizontally to the utility covered under this permit application; AND,

4. That Applicant waives any and all right to compensation from Rankin County for removal of, relocating of, or future damage caused by Rankin County to, any utility placed as a result of this Application.
5. Applicant will abide by each provision and term as reflected on the **Exhibit "A"** attached hereto and incorporated herein by reference.

WITNESS the signature of the Applicant this the 10th day of May, 2021.

Kenneth D. Goss
NAME

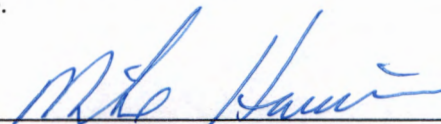
Comcast Construction Specialist
TITLE

RANKIN COUNTY UTILITY PERMIT

The permit for the installation or adjustment of the utilities applied for is granted under the authority of the Rankin County Board of Supervisors Road Right-of-Way permit policy. The following conditions must be satisfied in order for this Permit to remain valid:

1. Applicant and/or Contractor performing services must display a minimum 20 inch by 20 inch sign indicating the name of the applicant and the name of the contractor performing services (if applicable) at an obvious and visible location in close proximity to the location where utilities are being installed/relocated.
2. A copy of the approved utility permit application and a copy of this Permit must be placed in all vehicles utilized by Applicant and/or Contractor.
3. All Utilities must be buried to a depth that provides a minimum of 5 feet of cover over the utility. Any utilities found to have been located or relocated at a shallower depth shall be relocated to the proper depth by the Applicant at Applicant's sole expense within thirty (30) days from the date upon which the applicant is notified of the violation. Note that for utility placement or relocation resulting from a county road construction project, all utilities shall be buried to a depth that provides a minimum of 5 feet of cover over the utility based on the final grades achieved at completion of the road project. Utilities that are located or relocated in violation of these requirements shall subject Applicant to reimbursement of Rankin County for any and all damages incurred by Rankin County occasioned thereby. Any applicant failing to meet the requirements of this paragraph 3 or any other requirement of this permit shall be refused a permit in the future until such time as the violation has been cured or the damages reimbursed to the satisfaction of Rankin County.
4. Any Utility that crosses a county road must be incased.
5. The Applicant shall provide CAD FORMAT (or other appropriate digital format suitable for county use), AS BUILT DRAWINGS DEPICTING DESCRIPTION, LOCATION AND DEPTH OF ALL INSTALLED UTILITIES to the Rankin County Road Manager and the Rankin County Consulting Engineer. A ".pdf" version of as built drawings must be delivered to the Rankin County Administrator at project completion.

APPROVED this the 14th day of May, 2021. This Permit shall expire and become null and void _____ days from the date of approval and/or issuance.


RANKIN COUNTY ROAD MANAGER

Name of Applicant: Comcast
Location of Project: Andrew Chapel Rd
Type of Utility: underground coaxial

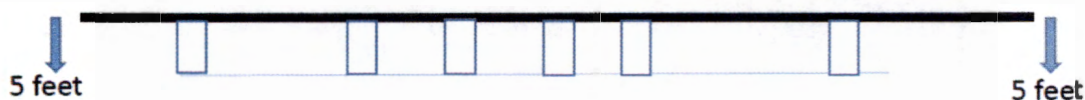
“EXHIBIT A”

Utility Contractor Requirements & Responsibilities:

- 1) Fill out a utility permit form entirely and include the following:
 - a) Permits in the back 8 foot Right of Way do not require detailed drawings, only an outline drawing of the project with enough detail to denote which side of the road the utility will be placed.
 - b) Detailed drawings are required when work is outside the back 8 foot of Right of Way and shall provide enough detail with dimensions from existing features so that the install location can be easily field reviewed.
 - c) Verification of utility easements for subdivision is the contractor's responsibility.
 - d) Submit entire utility permit package to Janice Dendy at adjd@rankincounty.org

- 2) Once approved by the Board of Supervisors the Contactor will be notified via email from Janice Dendy.
 - a) After receiving the approved utility permit all correspondence will be utpermit@rankincounty.org
 - b) 48 hour notice form is required to **utpermit** email address before the start date of work.
 - c) The point of contact must be knowledge of the permit and able to effectively communicate with the inspector.

- 3) Boring/Excavating Operations:
 - a) Operational days are only Monday through Friday.
 - b) All utility must be potholed by a smooth mouth excavator or hydro excavation.
 - c) Cable placement must be marked.
 - d) Flat boring is the only boring authorized. No Rainbowing boring is allowed.
 - e) All excavators **MUST** be smooth mouthed buckets only (teeth buckets Not allowed).
 - f) One Boring Rig is allowed six pits within a 48-hour time frame.
 - g) Boring holes will only be at a depth of 5 feet
 - h) When not actively working open holes wrap with orange safety construction fencing.
 - i) All task(s) should be completed by 5 pm during weekdays. All pits must be closed over the weekend and Holidays.
 - j) Holes will be filled with compactable dirt or select material.
 - k) Anything impeding the roadway will be filled with crushed aggregate.



- 4) Upon completion of the work, as-built drawings in PDF format shall be submitted to the Rankin County Road Manager within 90 days of completed utility installation.
 - a) The minimum required detail of the as-built drawings shall be the same as required with the original permit submittal. If utility installation is outside the area of the approved permitting location, the contractor will be responsible for removing and relocating the utilities.

5) Suspension of Permit:

- a) If damage occurs at worksite the permit will be suspended for 2 business days.
- b) The second occurrence of damage at the worksite will result in a 5 business day suspension.
- c) The third occurrence of damage at the worksite will result in termination of the utility permit, complete operational shutdown and equipment removal. The contractor will have to meet with the county Board a Supervisor for approval of future operations within the county.

**ORDER OF BOARD OF SUPERVISORS RANKIN COUNTY,
SETTING FORTH PROPOSED STATE AID PROJECTS FOR
PERIOD JANUARY 1, 2020 THROUGH DECEMBER 31, 2023**

Pursuant to the provisions of Senate Bill No. 1 of the Extraordinary Session of 1949 and as subsequently amended, herein after referred to as said Act, We, the undersigned members of the Board of Supervisors of RANKIN County, hereby order that the proposed project(s) listed herein constitute the State Aid Program for RANKIN County for the period JANUARY 1, 2020 through DECEMBER 31, 2023.

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

1. The State Aid System in said County has been designated by the Board and approved by the State Aid Engineer, as required by said Act.
2. The Board has employed a Registered Professional Engineer as County Engineer, who will employ such other competent technical assistant(s), as required, to properly supervise and inspect the work in compliance with the Rules and Regulations of the State Aid Engineer, all as required in said Act.
3. This program, which has been prepared by the County Engineer and approved by this Board, is herewith submitted to the State Aid Engineer for approval.
4. The Board will comply with all applicable Laws, Rules and Regulations in the acquisition of rights-of-way and will maintain the acquired rights-of-way for said project(s) to keep the same free of encroachments such as buildings, fences or any other obstructions. The Board designates JIM TURNER - IROW as its right-of-way acquisition agent for the project(s) herein. The agent's address and phone number is 617 RENAISSANCE WAY
RIDGELAND, MS. 39157 601-714-1665.
5. Counties receiving \$500,000 or more in Federal funds from all projects constructed or being constructed in a Federal Fiscal Year (October 1 - September 30), must have a single audit conducted in accordance with OMB circular A-133.
6. The Board herein affirms its acceptance of the Office of State Aid Road Construction's policy for the accommodation of utilities as stated in S.O.P. No. SA II-2-8 and agrees to coordinate utility facility installation and/or adjustment in a timely manner so as not to impede project development.
7. The Board will maintain the project(s), after completion, in a regular and satisfactory manner subject to the approval of the State Aid Engineer, all as required in said Act.
8. The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay engineering costs on the project(s), as authorized by Mississippi Code 1972, Section 65-9-15, and in accordance with the Rules and Regulations promulgated by the State Aid Engineer, dated July 1, 2005.
9. The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay testing expenses incurred PRIOR to the award of Contract on any project(s) included in this program. In the event the Board cancels or withdraws any project(s) included in this program, the Board hereby agrees to reimburse its State Aid Fund for testing charges incurred.

SAP-61 () M Program for RANKIN County

PROJECT PRIORITY NO. _____

1. Project No. SAP-61 () M
 2. Name of Road: SEE ATTACHED SHEETS "A" - "B"
 3. Design Classification: (check one) Rural ☒ Urban _____ (check one) Collector ☒ Local _____
 Federal Route Number _____
 4. Termini of Project: SEE ATTACHED SHEET. VARIOUS ROUTES IN RANKIN COUNTY
 5. Length of Project: 9.46 Miles
 6. Character of Work (Show Alternates if Applicable) BASE REPAIR, LEVELING, AND UNTRA-THIN SURFACING
 7. Design Data:
 a. Traffic Count: How Determined SEE ATTACHED SHEET
 Current ADT _____ VPD; Design Year ADT _____ VPD; %Trucks _____
 Traffic Count Required: Yes _____ No _____ (Attach Supplemental Sheet)
 b. Terrain Level _____ Rolling _____ Design Speed _____ MPH
 c. ROW: Existing _____ Ft.; Proposed _____ Ft.
 d. Proposed Roadway Crown Width _____ Ft.
 e. Surface Type & Width: Existing _____ Ft.
 Proposed _____ Ft.
 8. Bridges:
 a. Str. No. _____ Suff. Rtg. _____ Capacity _____
 Remain in Place: Yes _____ No _____ Existing/Proposed Width _____ Ft.
 b. Str. No. _____ Suff. Rtg. _____ Capacity _____
 Remain in Place: Yes _____ No _____ Existing/Proposed Width _____ Ft.
 c. Str. No. _____ Suff. Rtg. _____ Capacity _____
 Remain in Place: Yes _____ No _____ Existing/Proposed Width _____ Ft.
 d. Str. No. _____ Suff. Rtg. _____ Capacity _____
 Remain in Place: Yes _____ No _____ Existing/Proposed Width _____ Ft.
 e. Str. No. _____ Suff. Rtg. _____ Capacity _____
 Remain in Place: Yes _____ No _____ Existing/Proposed Width _____ Ft.
 9. Estimated Construction Cost of Project (Including Contingencies) \$ 1,275,400
 a. STP Funds Requested () % \$ _____
 b. BR Funds Requested () % \$ _____
 c. SA Funds Requested (100 %) \$ 1,275,400
 d. LSBP Funds () % \$ _____
 e. _____ Funds \$ _____
 Engineering Cost (12 %) (Constr. Cost Less Contingencies) \$ 145,800
 a. State Aid Funds Requested \$ 145,800
 b. County Funds Contributed \$ _____
 c. LSBP Funds Contributed \$ _____
 d. _____ Funds Contributed \$ _____
 Total Estimated Cost of Project \$ 1,421,200
 Construction will be by: Contract ☒ County Forces _____

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

FOR STATE AID USE ONLY:

Preliminary Review	_____	Date
Recommend Approval	_____ Dist. Engr.	Date
Approved	_____ State Aid Engr.	Date
Letter To Bd.	_____ Dist. Engr.	Date
Funds Record	_____ Auditor	Date
Programmed	_____	Date

SAP-61 () M Program for RANKIN County

BOARD OF SUPERVISORS

RANKIN County
Jared K. Morrison, Supervisor, District I
Dan H. Hines, Supervisor, District II
Brad Calhoun, Supervisor, District III
Steve Haines, Supervisor, District IV
B. Bishop, Supervisor, District V
 Prepared by: CAE, County Engineer

STATE OF MISSISSIPPI

COUNTY OF RANKIN

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of RANKIN County, Mississippi, entered into the minutes of the said Board of Supervisors, Minute Book No. N/A, Page No. N/A, same having been adopted at a meeting of said Board of Supervisors on the 14th day of may, 2021.



Larry Swales
 Clerk of Board of Supervisors of ny: qflood DL
RANKIN County, Mississippi

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

DATA TO BE SUBMITTED WITH ALL PROJECT PROGRAMS

Project Number SAP-61()M County RANKIN Date _____

Road Connections at each End of Project
 _____ End, Surf. Type VARIES Surf. Width VARIES Rdwy. Width VARIES
 (South or West)
 _____ End, Surf. Type VARIES Surf. Width VARIES Rdwy. Width VARIES
 (North or East)

Railroad Grade Crossing Data

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

Name of Railroad _____

Existing Protection _____

Proposed Protection _____

Existing and/or Proposed Facilities Effecting Route:

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

TYPE OF INDUSTRY: _____

OTHER DESIGN CONSIDERATIONS: _____

UTILITY COMPANIES TO BE AFFECTED BY PROJECT:

NAME	STREET OR P.O. BOX ADDRESS	CITY

Signed _____
 County Engineer

STATE OF MISSISSIPPI
OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
 PLAN OF PROPOSED
COUNTY HIGHWAY
STATE AID PROJECT NO. SAP – 61()M
 ROADS “A’ – “B”
RANKIN COUNTY

Description of Termini

1. Old Highway 471 (Road “A”):

Beginning 300’ north of the intersection of North Shore Parkway located in the southwest ¼ of the northwest ¼ in section 2 of township 6 north, range 3 east thence run northwesterly along Old Hwy 471 for a distance of approximately 2.273 miles to the end of the project located in the northwest ¼ in the northwest ¼ of section 25 of township 7 north, range 3 east. The end of the project is approximately 2,300’ north of the intersection of Fannin Landing Circle.

2. Shell Oil Road (Road “B”):

Beginning at of the intersection of Star Road located in the southwest ¼ of the northwest ¼ in section 29 of township 4 north, range 3 east thence run easterly along Shell Oil Road for a distance of approximately 7.191 miles to the end of the project located in the southeast ¼ of the northeast ¼ in section 18 of township 4 north, range 4 east. The end of the project is at the intersection of Hwy 18.

SAP - 61(XX)M

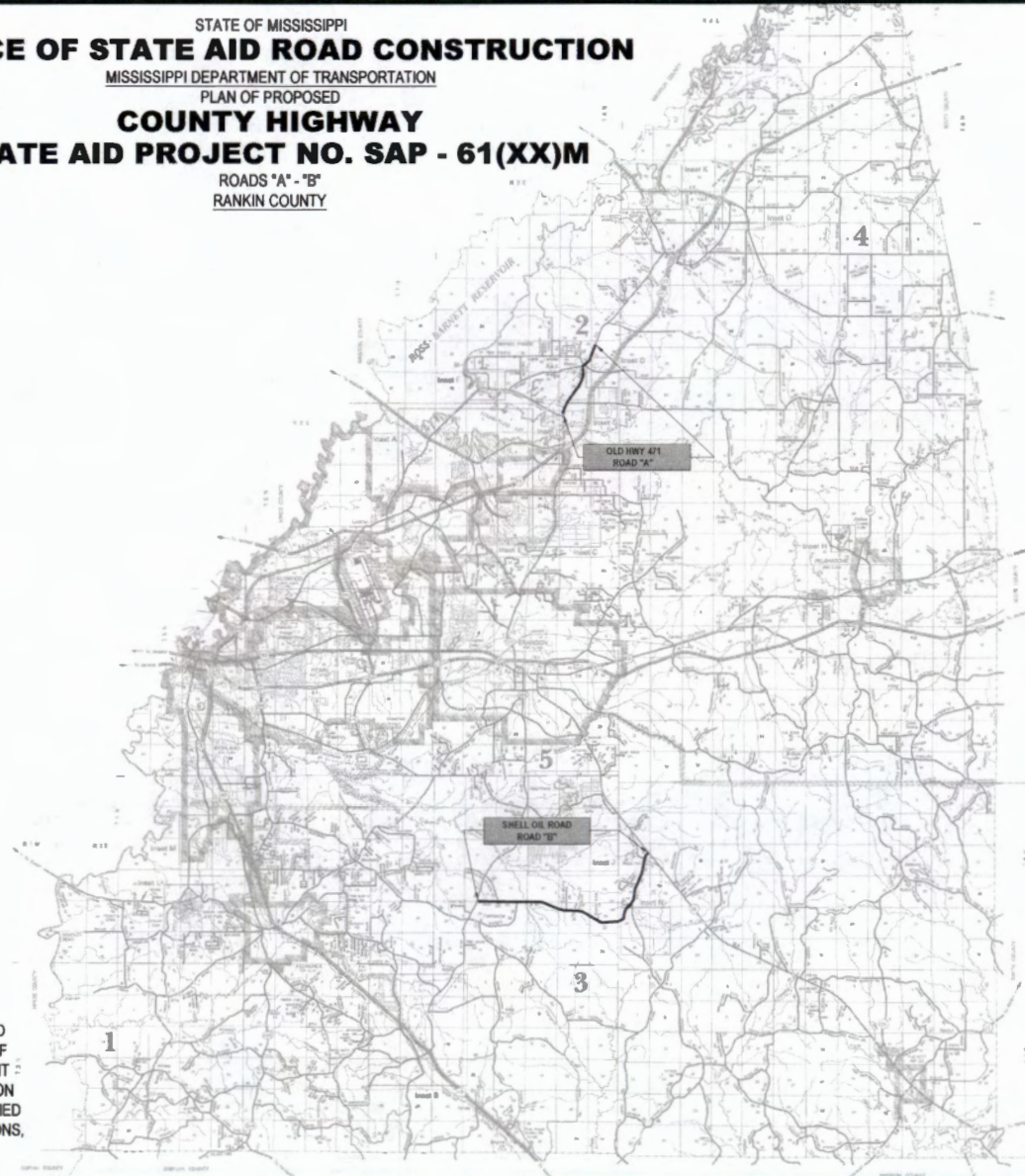
RANKIN COUNTY SHEET NO. 1

LENGTH DATA
EXCEPTIONS
SEE SHEET NO. 1-A
EQUATIONS
SEE SHEET NO. 1-A

TOTALS
LENGTH OF ROADWAY 9.464 mi
LENGTH OF BRIDGES 0.000 mi
LENGTH OF PROJECT (NET) 9.464 mi
LENGTH OF EXCEPTIONS 0.000 mi
LENGTH OF PROJECT (GROSS) 9.464 mi



STATE OF MISSISSIPPI
OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PLAN OF PROPOSED
COUNTY HIGHWAY
STATE AID PROJECT NO. SAP - 61(XX)M
ROADS "A" - "B"
RANKIN COUNTY



INDEX
FOR INDEX SEE SHEET NO. 2

MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION CURRENTLY APPROVED BY THE OFFICE OF STATE AID ROAD CONSTRUCTION OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND THE FEDERAL HIGHWAY ADMINISTRATION ARE MADE A PART HEREOF FULLY AND COMPLETELY AS IF ATTACHED HERETO, EXCEPT WHERE SUPERSEDED BY THE SPECIAL PROVISIONS, OR AMENDED BY REVISIONS.

PREPARED BY	
COUNTY ENGINEER	DATE
OFFICE OF STATE AID ROAD CONSTRUCTION MISSISSIPPI DEPARTMENT OF TRANSPORTATION APPROVED	
STATE AID ENGINEER	DATE

SAP - 61(XX)M

RANKIN COUNTY SHEET NO. 1

SAP-61()M ULTRA

Road	State Aid Road Name	Previous Projects	Design Class.	Dist.	Length (Miles)	Existing				Proposed				ADT (Est.)
						Surf. Type	Surf. Width (ft.)	Shld. Width (ft.)	Crown	Surf. Type	Surf. Width (ft.)	Shld. Width (ft.)	Crown	
A	Old Hwy 471	MS 083-1440(2)B	collector	2	2.273	HBPSC	24	4	32	Ultra	24	4	32	1200
B	Shell Oil Road	SAP-61(7)M	collector	3	7.191	HBPSC	22	7	36	Ultra	22	7	36	760

Total Miles = 9.464

**ORDER OF BOARD OF SUPERVISORS RANKIN COUNTY,
SETTING FORTH PROPOSED STATE AID PROJECTS FOR
PERIOD JANUARY 1, 2020 THROUGH DECEMBER 31, 2023**

Pursuant to the provisions of Senate Bill No. 1 of the Extraordinary Session of 1949 and as subsequently amended, herein after referred to as said Act, We, the undersigned members of the Board of Supervisors of RANKIN County, hereby order that the proposed project(s) listed herein constitute the State Aid Program for RANKIN County for the period JANUARY 1, 2020 through DECEMBER 31, 2023.

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

1. The State Aid System in said County has been designated by the Board and approved by the State Aid Engineer, as required by said Act.
2. The Board has employed a Registered Professional Engineer as County Engineer, who will employ such other competent technical assistant(s), as required, to properly supervise and inspect the work in compliance with the Rules and Regulations of the State Aid Engineer, all as required in said Act.
3. This program, which has been prepared by the County Engineer and approved by this Board, is herewith submitted to the State Aid Engineer for approval.
4. The Board will comply with all applicable Laws, Rules and Regulations in the acquisition of rights-of-way and will maintain the acquired rights-of-way for said project(s) to keep the same free of encroachments such as buildings, fences or any other obstructions. The Board designates JIM TURNER - IROW as its right-of-way acquisition agent for the project(s) herein. The agent's address and phone number is 617 RENAISSANCE WAY
RIDGELAND, MS. 39157 601-714-1665.
5. Counties receiving \$500,000 or more in Federal funds from all projects constructed or being constructed in a Federal Fiscal Year (October 1 - September 30), must have a single audit conducted in accordance with OMB circular A-133.
6. The Board herein affirms its acceptance of the Office of State Aid Road Construction's policy for the accommodation of utilities as stated in S.O.P. No. SA II-2-8 and agrees to coordinate utility facility installation and/or adjustment in a timely manner so as not to impede project development.
7. The Board will maintain the project(s), after completion, in a regular and satisfactory manner subject to the approval of the State Aid Engineer, all as required in said Act.
8. The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay engineering costs on the project(s), as authorized by Mississippi Code 1972, Section 65-9-15, and in accordance with the Rules and Regulations promulgated by the State Aid Engineer, dated July 1, 2005.
9. The State Aid Engineer is authorized to effect such transfer of funds as are necessary to pay testing expenses incurred PRIOR to the award of Contract on any project(s) included in this program. In the event the Board cancels or withdraws any project(s) included in this program, the Board hereby agrees to reimburse its State Aid Fund for testing charges incurred.

SAP-61 () M Program for RANKIN County

PROJECT PRIORITY NO. _____

1. Project No. SAP-61 () M
 2. Name of Road: SEE ATTACHED SHEETS "A" - "E"
 3. Design Classification: (check one) Rural ☒ Urban _____ (check one) Collector ☒ Local _____
 Federal Route Number _____
 4. Termini of Project: SEE ATTACHED SHEET. VARIOUS ROUTES IN RANKIN COUNTY

 5. Length of Project: 12.064 Miles
 6. Character of Work (Show Alternates if Applicable) BASE REPAIR, LEVELING, AND MICRO SURFACING

 7. Design Data:
 a. Traffic Count: How Determined SEE ATTACHED SHEET
 Current ADT _____ VPD; Design Year ADT _____ VPD; %Trucks _____
 Traffic Count Required: Yes _____ No _____ (Attach Supplemental Sheet)
 b. Terrain Level _____ Rolling _____ Design Speed _____ MPH
 c. ROW: Existing _____ Ft.; Proposed _____ Ft.
 d. Proposed Roadway Crown Width _____ Ft.
 e. Surface Type & Width: Existing _____ Ft.
 Proposed _____ Ft.
 8. Bridges:
 a. Str. No. _____ Suff. Rtg. _____ Capacity _____
 Remain in Place: Yes _____ No _____ Existing/Proposed Width _____ Ft.
 b. Str. No. _____ Suff. Rtg. _____ Capacity _____
 Remain in Place: Yes _____ No _____ Existing/Proposed Width _____ Ft.
 c. Str. No. _____ Suff. Rtg. _____ Capacity _____
 Remain in Place: Yes _____ No _____ Existing/Proposed Width _____ Ft.
 d. Str. No. _____ Suff. Rtg. _____ Capacity _____
 Remain in Place: Yes _____ No _____ Existing/Proposed Width _____ Ft.
 e. Str. No. _____ Suff. Rtg. _____ Capacity _____
 Remain in Place: Yes _____ No _____ Existing/Proposed Width _____ Ft.
 9. Estimated Construction Cost of Project (Including Contingencies) \$ 1,482,200
 a. STP Funds Requested () % \$ _____
 b. BR Funds Requested () % \$ _____
 c. SA Funds Requested (100 %) \$ 1,482,200
 d. LSBP Funds () % \$ _____
 e. _____ Funds \$ _____
 Engineering Cost (12 %) (Constr. Cost Less Contingencies) \$ 169,400
 a. State Aid Funds Requested \$ 169,400
 b. County Funds Contributed \$ _____
 c. LSBP Funds Contributed \$ _____
 d. _____ Funds Contributed \$ _____
 Total Estimated Cost of Project \$ 1,651,600
 Construction will be by: Contract ☒ County Forces _____

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

FOR STATE AID USE ONLY:

Preliminary Review	_____	Date
Recommend Approval	_____ Dist. Engr.	Date
Approved	_____ State Aid Engr.	Date
Letter To Bd.	_____ Dist. Engr.	Date
Funds Record	_____ Auditor	Date
Programmed	_____	Date

SAP-61 () M Program for RANKIN County

BOARD OF SUPERVISORS

RANKIN County
Jared K. Morrison, Supervisor, District I
Don H. Ginn, Supervisor, District II
Brad Calhoun, Supervisor, District III
Steve Haines, Supervisor, District IV
B. Bishop, Supervisor, District V
 Prepared by: CAPE, County Engineer

STATE OF MISSISSIPPI

COUNTY OF RANKIN

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of RANKIN County, Mississippi, entered into the minutes of the said Board of Supervisors, Minute Book No. N/A, Page No. N/A, same having been adopted at a meeting of said Board of Supervisors on the 14th day of May, 2021.



Larry Swales
 Clerk of Board of Supervisors of by: J. Flood
RANKIN County, Mississippi

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

DATA TO BE SUBMITTED WITH ALL PROJECT PROGRAMS

Project Number SAP-61()M County RANKIN Date _____

Road Connections at each End of Project
 _____ End, Surf. Type VARIES Surf. Width VARIES Rdwy. Width VARIES
 (South or West)
 _____ End, Surf. Type VARIES Surf. Width VARIES Rdwy. Width VARIES
 (North or East)

Railroad Grade Crossing Data

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

Name of Railroad _____

Existing Protection _____

Proposed Protection _____

Existing and/or Proposed Facilities Effecting Route:

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

TYPE OF INDUSTRY: _____

OTHER DESIGN CONSIDERATIONS: _____

UTILITY COMPANIES TO BE AFFECTED BY PROJECT:

NAME	STREET OR P.O. BOX ADDRESS	CITY

Signed _____
 County Engineer

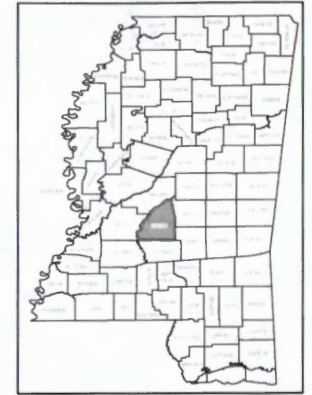
STATE OF MISSISSIPPI
OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
 PLAN OF PROPOSED
COUNTY HIGHWAY
STATE AID PROJECT NO. SAP – 61()M
 ROADS “A’ – “E”
RANKIN COUNTY

Description of Termini

1. **Holly Bush Road (Road “A”):**
 Beginning 430’ southwest of the intersection of Wilson Cove Road located in the northwest ¼ of the southeast ¼ in section 36 of township 7 north, range 4 east thence run westerly along Holly Bush Road for a distance of approximately 0.845 miles to the end of the project located in the northeast ¼ of the southwest ¼ in section 31 of township 7 north, range 5 east. The end of project is at the intersection of Lake Road.
2. **North Shore Parkway (Road “B”):**
 Beginning at the intersection of Fannin Landing Circle located in the northeast ¼ of the southeast ¼ in section 32 of township 7 north, range 3 east thence run southwesterly along North Shore Parkway for a distance of approximately 2.628 miles to the end of the project located in the southwest ¼ of the northwest ¼ in section 2 of township 6 north, range 3 east. The end of project is at the intersection of Old Hwy 471.
3. **Wade Patrick Road (Road “C”):**
 Beginning at the northern edge of the intersection with Conerly Road located in the southwest ¼ of the southeast ¼ in section 16 of township 3 north, range 4 east thence run northerly along Wade Patrick Road for a distance of approximately 3.010 miles to the end of the project located in the northeast ¼ of the southwest ¼ of section 5 of township 3 north, range 4 east. The end of the project is at the intersection of Rock Hill Road.
4. **Wade Patrick Extension (Road “D”):**
 Beginning at the intersection with Rock Hill Road located in the northeast ¼ of the southwest ¼ of section 5 of township 3 north, range 4 east thence run northerly along Wade Patrick Extension for a distance of approximately 3.277 miles to the end of the project located in the southeast ¼ of the southwest ¼ of section 19 of township 4 north, range 4 east. The end of the project is at the intersection of Shell Oil Road.
5. **East Mountain Creek Road (Road “E”):**
 Beginning at the intersection with HWY 469 located in the northwest ¼ of the southeast ¼ of section 19 of township 3 north, range 2 east thence run easterly along East Mountain Creek Road for a distance of approximately 2.304 miles to the end of the project located in the southeast ¼ of the northeast ¼ of section 21 of township 3 north, range 2 east. The end of the project is at the intersection of Loflin Road.

SAP - 61(XX)M

RANKIN COUNTY SHEET NO. 1



INDEX

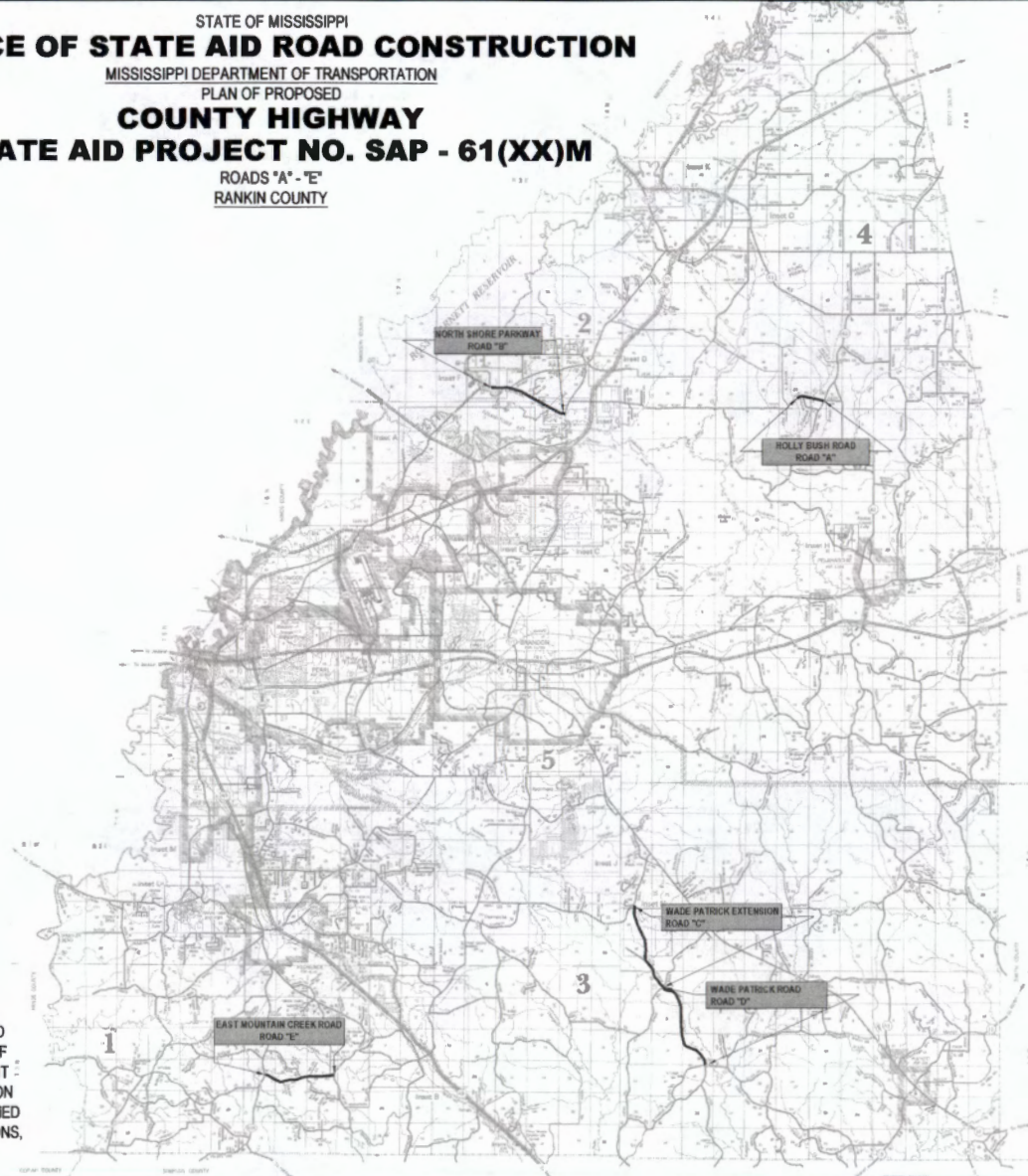
FOR INDEX SEE SHEET NO. 2

STATE OF MISSISSIPPI
OFFICE OF STATE AID ROAD CONSTRUCTION
 MISSISSIPPI DEPARTMENT OF TRANSPORTATION
 PLAN OF PROPOSED
COUNTY HIGHWAY
STATE AID PROJECT NO. SAP - 61(XX)M

ROADS "A" - "E"
 RANKIN COUNTY

LENGTH DATA
EXCEPTIONS
 SEE SHEET NO. 1-A & 1-B
EQUATIONS
 SEE SHEET NO. 1-A & 1-B

TOTALS
 LENGTH OF ROADWAY 11.994 mi
 LENGTH OF BRIDGES 0.000 mi
 LENGTH OF PROJECT (NET) 11.994 mi
 LENGTH OF EXCEPTIONS 0.069 mi
 LENGTH OF PROJECT (GROSS) 12.063 mi



MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION CURRENTLY APPROVED BY THE OFFICE OF STATE AID ROAD CONSTRUCTION OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND THE FEDERAL HIGHWAY ADMINISTRATION ARE MADE A PART HEREOF FULLY AND COMPLETELY AS IF ATTACHED HERETO, EXCEPT WHERE SUPERSEDED BY THE SPECIAL PROVISIONS, OR AMENDED BY REVISIONS.

PREPARED BY	
COUNTY ENGINEER	DATE
OFFICE OF STATE AID ROAD CONSTRUCTION MISSISSIPPI DEPARTMENT OF TRANSPORTATION APPROVED	
STATE AID ENGINEER	DATE

SAP - 61(XX)M

RANKIN COUNTY SHEET NO. 1

Attachment: State Aid Program Micro Surfacing (RFA-2021-69 : State Aid Program Modifications -

SAP-61()M MICRO

Road	State Aid Road Name	Previous Projects	Design Class.	Dist.	Length (Miles)	Existing				Proposed				ADT (Est.)
						Surf. Type	Surf. Width (ft.)	Shld. Width (ft.)	Crown	Surf. Type	Surf. Width (ft.)	Shld. Width (ft.)	Crown	
A	Holly Bush Road	SAP-61(55), SAP-61(80), SAP-61(16)M	collector	4	0.845	HBPSC	24	5	34	Micro	24	5	34	1000
B	North Shore Parkway	SAP-61(16)M	collector	2	2.628	HBPSC	Varies	Varies	Varies	Micro	Varies	Varies	Varies	4900
C	Wade Patrick Road	S-1432(1)B, RS-1432(2)B	local road	3	3.010	HBPSC	22	4	30	Micro	22	4	30	430
D	Wade Patrick Extension	SAP-61(35), SAP-61(48), SAP-61(16)M	collector	3	3.277	Chip Seal	20	5	30	Micro	20	5	30	1500
E	East Moutain Creek	SAP-61(24), SAP-61(33)	collector	1	2.304	Chip Seal	20	5	30	Micro	20	5	30	390

Total Miles = 12.064

PUBLIC NOTICE
for
Public Comment Period and Public Hearing
Rankin County Local Nonhazardous Solid Waste Management Plan
Proposed Amendment for Addition of Processing Equipment to
Southern Tire Recycling, LLC, Existing Waste Tire Collection Facility

Notice is hereby given that Southern Tire Recycling, LLC, with a mailing address of PO Box 1246, Florence, MS 39073 has submitted a completed request for amendment to the Rankin County Solid Waste Management Plan. This request is seeking to allow addition of tire shredding equipment to the existing waste tire collection facility located at 261 Walker Circle, Richland, MS 39218 and consisting of a 1.6-acre parcel of land. The parcel is located in the southwestern portion of Section 26, Township 5 North, Range 1 East, Rankin County, Mississippi. The facility is not requesting expansion to the existing approved service area of the central and southern portions of the State of Mississippi.

A public comment period begins April 14, 2021 and ends at 9:00 A.M. on May 14, 2021. Documents related to the proposed amendment are available for review at the Rankin County Board of Supervisors Office at 211 East Government Street, Suite A, Brandon, Mississippi 39042. Comments may be submitted in writing to the Supervisors Office at the address above, or submitted in person by attending a public hearing to be held in the Board Room of the Rankin County Courthouse Annex at 9:00 A.M. on May 14, 2021.

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT

by and between

CITY OF FLOWOOD, MISSISSIPPI

and

RANKIN COUNTY, MISSISSIPPI

Dated as of March 1, 2021

THIS AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT, is made and entered into as of March 1, 2021 (this "Amendment"), by and between the City of Flowood, Mississippi (the "City"), a body politic of the State of Mississippi (the "State") and Rankin County, Mississippi (the "County"), a body politic of the State;

WITNESSETH:

WHEREAS, pursuant to the Interlocal Cooperation Act of 1974, being Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), local governmental units (as defined in the Act) are permitted to contract with one another to provide services and facilities in a manner pursuant to forms of governmental organization and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), municipalities (as defined in the TIF Act) of the State, including the City and the County, are authorized to undertake redevelopment projects (as defined in the TIF Act) in connection with redevelopment plans (as defined in the TIF Act) within such municipalities in order to encourage private redevelopment therein and are authorized to finance such redevelopment projects through the issuance of tax increment financing bonds; and

WHEREAS, Section 17-13-7 of the Act and Section 21-45-3(c) of the TIF Act authorize the City and the County to enter into an interlocal cooperation agreement and to agree to pledge certain ad valorem taxes payable to both the City and the County in order to pay debt service on tax increment financing bonds issued by the City pursuant to the TIF Act in connection with such a redevelopment project; and

WHEREAS, by resolution adopted on January 5, 2015 (the "Resolution"), the City authorized the sale and issuance of the City's \$5,200,000 Tax-Exempt General Obligation Refunding Bonds, Series 2015 (the "Series 2015 Tax Exempt Bonds") and its \$1,845,000 Taxable General Obligation Refunding Bonds, Series 2015 (the "Series 2015 Taxable Bonds" and together with the Series 2015 Tax-Exempt Bonds, the "Series 2015 Bonds") for the purpose of refunding the outstanding \$2,820,000 (original principal amount) City of Flowood, Mississippi Tax Increment Financing Bonds, Series 2001A (Dogwood Festival Market Project), \$4,375,000 (original principal amount) City of Flowood, Mississippi Tax Increment Financing Bonds, Series 2004 (Dogwood Promenade Project), and \$2,750,000 (original principal amount) City of Flowood, Mississippi Taxable Tax Increment Financing Bonds, Series 2004 (Lakeland Commons Project) (the "Prior Bonds"); and

WHEREAS, in order to secure the Series 2015 Bonds, the City and the County entered into an Interlocal Cooperation Agreement, dated as of January 1, 2015 (the "Interlocal Agreement"), pursuant to which the County agreed to make designated payments on the Series 2015 Bonds; and

WHEREAS, the City and the County have determined that it is in the best interest of the citizens of the City and the County to refinance the Series 2015 Taxable Bonds for interest savings; and

WHEREAS, pursuant to Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, the City has issued its \$5,429,000 Taxable General Obligation Refunding Bonds, Series 2021C (the "Series 2021C Bonds"), for the purpose of refunding, in part, all of the outstanding Series 2015 Taxable Bonds (the "Refunded 2015 Taxable Bonds"); and

WHEREAS, the City and County desire to continue to provide for debt service on that portion of the Series 2021C Bonds attributable to the refunding of the Refunded 2015 Taxable Bonds in proportion to the amount it paid in debt service on the Series 2015 Taxable Bonds; and

WHEREAS, the City and the County now desire to enter into this Amendment pursuant to the Act and the TIF Act in order to, among other things, provide for the payment by the County of debt service on the Series 2015 Tax Exempt Bonds.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained, the City and the County, subject to the terms hereof, hereby agree as follows:

1. The term "Bonds" in the Interlocal Agreement is hereby amended to refer solely to the Series 2015 Tax Exempt Bonds.

2. Exhibit A of the Interlocal Agreement is hereby amended to delete the table labeled "Debt Service on Taxable Bonds."

3. Paragraph 1 of the Interlocal Agreement is hereby amended as follows:

1. **Term.** This Agreement shall be for a term expiring on November 1, 2025; provided, however, that this Agreement shall remain in full force and effect until such time as the principal of, premium, if any, and interest on the Bonds are paid in full or until such time as this Agreement is otherwise terminated as provided herein.

4. Because of the refunding of the Refunded 2015 Taxable Bonds, the County's proportionate share of debt service on the Series 2021C Bonds shall be the amounts set forth in the Interlocal Agreement by and between the County and the City, dated as of March 1, 2021.

5. Except as amended pursuant to the provisions hereof, the terms and provisions of the Interlocal Agreement are hereby ratified and confirmed by the parties hereto.

6. Reference to this Amendment need not be made in any note, document, agreement, letter, certificate, the Interlocal Agreement or any communication issued or made subsequent to or with respect to the Interlocal Agreement, it being hereby agreed that any reference to the Interlocal Agreement shall be sufficient to refer to the Interlocal Agreement, as hereby amended.

7. If one or more provisions of this Amendment or the applicability of any such provisions to any set of circumstances shall be determined to be invalid or ineffective for any reason, such determination shall not affect the validity and enforceability of the remaining provisions or the applicability of the same provisions or any of the remaining provisions to other circumstances.

8. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Interlocal Agreement.

9. This Amendment shall be construed and enforced in accordance with the laws of the State of Mississippi.

10. This Amendment may be executed in one or more counterparts and when each party hereto has executed at least one counterpart, this Amendment shall become binding on all parties and such counterparts shall be deemed to be one and the same document

IN WITNESS WHEREOF, the parties hereby have caused this executed as of the ____ day of _____, 2021.

CITY OF FLOWOOD, MISSISSIPPI

By: _____
Mayor

ATTEST

City Clerk

RANKIN COUNTY, MISSISSIPPI

By: *Jared K. Morrison*
President of the Board of Supervisors

ATTEST



Lamy Dial
Clerk of the Board of Supervisors *by James P. C.*

STATE OF MISSISSIPPI**COUNTY OF RANKIN**

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2021, within my jurisdiction, the within named Gary Rhoads, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI**COUNTY OF RANKIN**

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2021, within my jurisdiction, the within named Josh Carlisle, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14th day of May, 2021, within my jurisdiction, the within named Jared Morrison, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

LARRY SWALES
RANKIN CO. CHANCERY CLK.

By: W McCoy, D.C.

Notary Public

My Commission Expires:

My Commission Expires Jan. 6, 2024

STATE OF MISSISSIPPI

COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2021, within my jurisdiction, the within named Larry Swales, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

The Board of Supervisors of Rankin County, Mississippi (the "County"), took up for consideration the matter of approving an Interlocal Cooperation Agreement between the County and the City of Flowood, Mississippi, and, after a discussion of the subject matter, Supervisor Bishop offered and moved the adoption of the following resolution:

RESOLUTION OF THE BOARD OF SUPERVISORS OF RANKIN COUNTY, MISSISSIPPI (THE "COUNTY") APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE COUNTY AND THE CITY OF FLOWOOD, MISSISSIPPI IN CONNECTION WITH THE \$1,969,000 CITY OF FLOWOOD, MISSISSIPPI GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021 ISSUED FOR THE PURPOSE OF REFUNDING THE OUTSTANDING \$1,695,000 CITY OF FLOWOOD, MISSISSIPPI (ORIGINAL PRINCIPAL AMOUNT) TAX INCREMENT FINANCING BONDS, SERIES 2006 (LAKELAND COMMONS PROJECT), DATED OCTOBER 1, 2006, AND THE OUTSTANDING \$2,700,000 (ORIGINAL PRINCIPAL AMOUNT) MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS (CITY OF FLOWOOD, MISSISSIPPI TAX INTERCEPT – TAX INCREMENT FINANCING PROJECT), SERIES 2009, DATED OCTOBER 21, 2009; AND FOR RELATED PURPOSES.

WHEREAS, the Board of Supervisors of Rankin County, Mississippi (the "Governing Body"), acting for and on behalf of Rankin County, Mississippi (the "County"), is authorized by the Interlocal Cooperation Act of 1974, being Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended (the "Interlocal Act"), to contract with other local governmental units (as defined in the Act) to provide services and facilities in a manner pursuant to forms of governmental organization and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), municipalities of the State of Mississippi (the "State"), including the County and the City of Flowood, Mississippi (the "City") are authorized to undertake redevelopment projects (as defined in the TIF Act) in connection with redevelopment plans (as defined in the TIF Act) within such municipalities in order to encourage private redevelopment therein and are authorized to finance such redevelopment projects through the issuance of tax increment financing bonds; and

WHEREAS, Section 17-13-7 of the Interlocal Act and Section 21-45-3(c) of the TIF Act authorize the County and the City to enter into interlocal cooperation agreements and to agree to pledge certain ad valorem taxes payable to both the County and the City in order to pay debt service on tax increment financing bonds issued pursuant to the TIF Act in connection with such redevelopment projects; and

WHEREAS, the City previously issued its \$1,695,000 (original principal amount) Tax Increment Financing Bonds, Series 2006 (Lakeland Commons Project) (the "2006 TIF Bonds")

for the purpose of installing and constructing certain improvements in connection with developing a retail shopping center to be known as Lakeland Commons; and

WHEREAS, at the request of the City, the Mississippi Development Bank did heretofore issue its \$2,700,000 (original principal amount) Special Obligation Bonds (City of Flowood, Mississippi Tax Intercept – Tax Increment Financing Project), Series 2009, dated October 21, 2009 (the "2009 TIF Bonds" and together with the 2006 TIF Bonds, the "Prior Bonds"), for the purpose of funding a loan to the City, the proceeds of which were used to finance the installation and construction of certain improvements in connection with the development of a retail shopping center to be known as Market Street Flowood; and

WHEREAS, in connection with the payment of debt service on the Prior Bonds, the County and the City entered into (a) an Interlocal Cooperation Agreement, by and between the County and the City, dated as of June 1, 2004, as amend by an Amendment to Interlocal Agreement, by and between the County and the City, dated as of January 1, 2015; and (b) an Interlocal Cooperation Agreement, by and between the County and the City, dated as of October 5, 2009 (together, the "Prior Interlocal Agreements"); and

WHEREAS, Section 21-45-9 of the TIF Act authorizes the City to issue refunding bonds for the purpose of paying any of their tax increment financing bonds at or prior to maturity or upon acceleration or redemption; and

WHEREAS, the County and the City have determined that long-term interest rates in the bond market are presently favorable to such a refunding, such that the County and the City would realize significant savings through the issuance of the refunding bonds as compared to the current debt service on the Prior Bonds; and

WHEREAS, pursuant to a resolution adopted by the Mayor and Board of Aldermen of the City on January 19, 2021, and Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended (the "Refunding Act" and together with the Interlocal Act and TIF Act, the "Act"), the City issued its \$1,969,000 General Obligation Refunding Bonds, Series 2021 (the "Series 2021 Bonds") for the purpose of refunding all of the outstanding Prior Bonds (the "Refunded Bonds"); and

WHEREAS, the County and the City desire to provide for debt service on the Series 2021 Bonds in substantively similar pro rata portions as the same have contributed to the debt service on the Prior Bonds; and

WHEREAS, as provided for by the Act, there has been presented to the Governing Body at this meeting the form of an Interlocal Cooperation Agreement (the "Interlocal Agreement") by and between the County and the City setting forth the agreement of the County and the City in connection with the payment of debt service on the Bonds and related matters; and

WHEREAS, the Interlocal Agreement is in appropriate form and is an appropriate document for the purposes identified; and

WHEREAS, it is now necessary for the Governing Body to approve and enter into the Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS:

SECTION 1. This resolution is adopted pursuant to the Act and other applicable laws of the State.

SECTION 2. The Interlocal Agreement, by and between the County and the City, in the form submitted to this meeting and attached hereto as Exhibit A, shall be, and the same hereby is, approved in substantially said form with such changes, omissions, insertions and revisions therein as the President of the Governing Body (the "President") and the Clerk of the Governing Body (the "Clerk") may, in their opinions, determine to be required.

SECTION 3. The President and the Clerk are hereby authorized and directed to execute and deliver the Interlocal Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 4. Each member of the Governing Body is hereby authorized to execute such documents, instruments and papers, and do such acts and things as may be necessary or advisable in connection with the authorization, sale, preparation, execution, issuance and delivery of the Interlocal Agreement.

SECTION 5. Upon the execution and delivery of the Interlocal Agreement, the obligation of the County and the City to make payments under the Prior Interlocal Agreements in connection with the Prior Bonds will be terminated.

SECTION 6. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 7. In the event any scrivener's errors shall be discovered in this resolution after the adoption hereof but prior to the execution and delivery of the Interlocal Agreement, the Governing Body hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this resolution prior to the execution and delivery of the Interlocal Agreement.

SECTION 8. All orders, resolutions or proceedings of the Governing Body in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

Supervisor _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Supervisor Jared Morrison voted:
 Supervisor Daniel Cross voted:
 Supervisor Brad Calhoun voted:
 Supervisor Steve Gaines voted:
 Supervisor Jay Bishop voted:

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the President declared the motion carried and the resolution adopted this 17th day of May, 2021.



Larry Swales
 Clerk of the Board of Supervisors of
 Rankin County, Mississippi

Jared K Morrison

President of the Board of Supervisors of
 Rankin County, Mississippi

by James D.C.

57349407.v2

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

by and between

CITY OF FLOWOOD, MISSISSIPPI

and

RANKIN COUNTY, MISSISSIPPI

Dated as of February 1, 2021

THIS INTERLOCAL COOPERATION AGREEMENT, is made and entered into as of February 1, 2021 (this "Agreement"), by and between the City of Flowood, Mississippi (the "City"), a body politic of the State of Mississippi (the "State") and Rankin County, Mississippi (the "County"), a body politic of the State;

W I T N E S S E T H:

WHEREAS, pursuant to the Interlocal Cooperation Act of 1974, being Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Interlocal Act"), local governmental units (as defined in the Interlocal Act) are permitted to contract with one another to provide services and facilities in a manner pursuant to forms of governmental organization and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), municipalities (as defined in the TIF Act) of the State, including the City and the County, are authorized to undertake redevelopment projects (as defined in the TIF Act) in connection with redevelopment plans (as defined in the TIF Act) within such municipalities in order to encourage private redevelopment therein and are authorized to finance such redevelopment projects through the issuance of tax increment financing bonds; and

WHEREAS, under the TIF Act, the City previously issued its \$1,695,000 (original principal amount) Tax Increment Financing Bonds, Series 2006 (Lakeland Commons Project), dated October 1, 2006 (the "2006 TIF Bonds"); and

WHEREAS, under the TIF Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time, the Mississippi Development Bank, at the request of the City, issued its \$2,700,000 (original principal amount) Special Obligation Bonds (City of Flowood, Mississippi Tax Intercept – Tax Increment Financing Project), Series 2009, dated October 21, 2009 (the "2009 TIF Bonds" and collectively with the 2006 TIF Bonds, the "Prior Bonds"); and

WHEREAS, in connection with the payment of debt service on the Prior Bonds, the City and the County entered into (a) an Interlocal Cooperation Agreement, by and between the City and the County, dated as of June 1, 2004, as amended by an Amendment to Interlocal Agreement, by and between the City and the County, dated as of January 1, 2015 (the "Lakeland Commons Interlocal"); and (b) an Interlocal Cooperation Agreement, by and between the City and the County, dated as of October 5, 2009 (the "Market Street Interlocal" and together with the Lakeland Commons Interlocal, the "Prior Interlocal Agreements"); and

WHEREAS, under the Lakeland Commons Interlocal, the City agreed to pledge to the payment of the 2006 TIF Bonds and the funding of any reserve fund in connection therewith, all of its portion of the tax revenues derived from the City's ad valorem tax levies on the "captured assessed value" of the real and personal property comprising the Project (as defined in the Lakeland Commons Interlocal Agreement), excluding levies for public school district purposes, until the 2006 TIF Bonds were paid in full; and the County agreed to pledge to the payment of the 2006 TIF Bonds and the funding of any reserve fund in connection therewith, that portion of the tax

revenues derived from the County's ad valorem tax levies on the "captured assessed value" of the real and personal property comprising the Project (as defined in the Lakeland Commons Interlocal Agreement) which would be generated from 25.20 mills (the "2006 County Pledge") until the 2006 TIF Bonds were paid in full; and

WHEREAS, the Lakeland Commons Interlocal Agreement was amended in 2015 to provide a specific dollar amount that the County was periodically required to pay toward the debt service on the 2006 TIF Bonds; and

WHEREAS, under the Market Street Interlocal, the City agreed to pledge to the payment of the 2009 TIF Bonds and the funding of any reserve fund in connection therewith, all of the tax revenues derived from the City's ad valorem tax levies of up to, but not to exceed, 20.00 mills on the "captured assessed value" of the real and personal property comprising the Project (as defined in the Market Street Interlocal Agreement), excluding levies for public school district purposes, until the 2009 TIF Bonds were paid in full, and the County agreed to pledge to the payment of the 2009 TIF Bonds and the funding of any reserve fund in connection therewith, that portion of the tax revenues derived from the County's ad valorem tax levies on the "captured assessed value" of the real and personal property comprising the Project (as defined in the Market Street Interlocal Agreement) which would be generated from 20.00 mills (the "2009 County Pledge" and together with the 2006 County Pledge, the "County Pledge") until the 2009 TIF Bonds were paid in full; and

WHEREAS, Section 21-45-9 of the TIF Act authorizes the issuance of refunding bonds for the purpose of paying all or a portion of the outstanding debt service on any tax increment financing bonds previously issued by a municipality at or prior to maturity or upon acceleration or redemption; and

WHEREAS, the City and the County have determined that long-term interest rates in the bond market are presently favorable to such a refunding, such that the City and the County would realize significant savings through the issuance of refunding bonds as compared to the current debt service on the Prior Bonds; and

WHEREAS, the City now desires, pursuant to Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended (the "Refunding Act" and together with the Interlocal Act and TIF Act, the "Act") to refund all of the outstanding Prior Bonds (the "Refunded Bonds"); and

WHEREAS, the City and the County desire to provide for the debt service on the \$1,969,000 City of Flowood, Mississippi General Obligation Refunding Bonds, Series 2021 (the "Bonds") in substantively similar pro rata portions as the same have contributed to the debt service on the Prior Bonds; and

WHEREAS, the City and the County now desire to enter into this Agreement pursuant to the Act in order to, among other things, provide for (a) the issuance of the Bonds by the City in order to currently refund the Refunded Bonds and to pay certain costs incident to the sale, issuance and delivery of the Bonds, and (b) the security for and the payment of debt service on the Bonds.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained, the City and the County, subject to the terms hereof, hereby agree as follows:

1. **Term.** This Agreement shall be for a term expiring on May 1, 2028; provided, however, that this Agreement shall remain in full force and effect until such time as the principal of, premium, if any, and interest on the Bonds are paid in full or until such time as this Agreement is otherwise terminated as provided herein.

2. **Purpose.** This Agreement is made and entered into by the parties hereto in order to define the responsibilities of the City and the County in connection with the issuance of the Bonds and the provision of security for and the payment of debt service on the Bonds.

3. **Statutory Authority.** The City and the County are authorized by Section 17-13-7 of the Interlocal Act, Sections 21-45-3(c) and 21-45-9 of the TIF Act, and the Refunding Act to jointly exercise and carry out the powers, authorities and responsibilities to be exercised by each of them pursuant to the terms of this Agreement and are both local governmental units under the Interlocal Act and municipalities under the TIF Act.

4. **The Bonds.** The City hereby agrees to issue the Bonds in order to currently refund the Refunded Bonds and to pay certain costs incident to the sale, issuance and delivery of the Bonds. The Bonds will be issued under and pursuant to the Act, this Agreement and resolutions of the Mayor and Board of Aldermen of the City.

5. **Administration.** This Agreement shall be administered as a joint undertaking of the City and the County. The creation of a separate entity is not required for the purposes of this Agreement. The City and the County authorize and direct the City, acting through its Mayor and Board of Aldermen, to issue the Bonds, in one or more series, to currently refund the Refunded Bonds and to pay certain costs incident to the sale, issuance and delivery of the Bonds.

6. **Security for the Bonds.** The Bonds shall be general obligations of the City, and the full faith, credit and resources of the City will be irrevocably pledged for the payment of the principal of and interest on the Bonds.

7. **Payment of the Bonds.** No later than March 1 of each year as set forth in Exhibit A hereto, the County shall deliver to the City in immediately available funds the amounts set forth in Exhibit A, representing its proportionate share of the debt service on the Bonds. The City will then timely deposit said funds to the credit of the bond fund for the Bonds (the "Bond Fund") and use solely for debt service on the Bonds. The Paying and Transfer Agent for the Bonds (the "Paying and Transfer Agent") will invest monies in the Bond Fund pursuant to the direction of the City and will disburse monies in the Bond Fund pursuant to the terms of the resolution of the Mayor and Board of Aldermen of the City under which the Bonds are issued.

8. **Prior Obligations.** The County's obligation to make payments under the Prior Interlocal Agreements in connection with the Prior Bonds is terminated upon the refunding of the Prior Bonds.

9. **Termination.** This Agreement shall terminate upon payment in full of the principal of, premium, if any, and interest on the Bonds, including the defeasance or redemption thereof.

10. **Amendment.** No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement. No such amendment shall in any way effect the security for and the payment of the Bonds.

11. **Miscellaneous.**

(a) The City and the County hereby agree that this Agreement shall not become effective until it has been approved by the Mayor and Board of Aldermen of the City and the Board of Supervisors of the County and by the Attorney General of the State as required by Section 17-13-11 of the Act and until it has been filed with the Chancery Clerk of the County and the Secretary of State of the State.

(b) If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other paragraph or part of a paragraph of this Agreement.

(c) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(d) This Agreement shall enure to the benefit of the City and the County and shall be binding upon the City and the County and their respective successors and assigns.

(e) This Agreement shall be governed as to validity, construction and performance by the laws of the State.

(f) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

(g) The descriptive headings of the several paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(h) No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written agreement signed by the City and the County.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the day and year first above written.

CITY OF FLOWOOD, MISSISSIPPI

By _____
Mayor

ATTEST

City Clerk



RANKIN COUNTY, MISSISSIPPI

By Jared K. Morrison
President, Board of Supervisors

ATTEST

Larry Dwalg
Clerk, Board of Supervisors *by James D.C.*

1357392

STATE OF MISSISSIPPI**COUNTY OF RANKIN**

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2021, within my jurisdiction, the within named Gary Rhoads who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI**COUNTY OF RANKIN**

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2021, within my jurisdiction, the within named Josh Carlisle, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14th day of May, 2021, within my jurisdiction, the within named Jared Morrison, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

LARRY SWALES
RANKIN CO. CHANCERY CLK.

By: W. McCreary, D.C.
Notary Public

My Commission Expires:

My Commission Expires Jan. 6, 2024

STATE OF MISSISSIPPI

COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2021, within my jurisdiction, the within named Larry Swales, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

EXHIBIT A
COUNTY'S PROPORTIONATE SHARE OF
DEBT SERVICE ON THE BONDS

Date	Payment Due
March 1, 2021	\$180,239.87
March 1, 2022	159,834.72
March 1, 2023	159,227.92
March 1, 2024	158,001.16
March 1, 2025	162,119.52
March 1, 2026	90,660.00
March 1, 2027	91,452.00
March 1, 2028	92,232.00

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AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT

by and between

CITY OF FLOWOOD, MISSISSIPPI

and

RANKIN COUNTY, MISSISSIPPI

Dated as of March 1, 2021

THIS AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT, is made and entered into as of March 1, 2021 (this "Amendment"), by and between the City of Flowood, Mississippi (the "City"), a body politic of the State of Mississippi (the "State") and Rankin County, Mississippi (the "County"), a body politic of the State;

WITNESSETH:

WHEREAS, pursuant to the Interlocal Cooperation Act of 1974, being Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), local governmental units (as defined in the Act) are permitted to contract with one another to provide services and facilities in a manner pursuant to forms of governmental organization and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), municipalities (as defined in the TIF Act) of the State, including the City and the County, are authorized to undertake redevelopment projects (as defined in the TIF Act) in connection with redevelopment plans (as defined in the TIF Act) within such municipalities in order to encourage private redevelopment therein and are authorized to finance such redevelopment projects through the issuance of tax increment financing bonds; and

WHEREAS, Section 17-13-7 of the Act and Section 21-45-3(c) of the TIF Act authorize the City and the County to enter into an interlocal cooperation agreement and to agree to pledge certain ad valorem taxes payable to both the City and the County in order to pay debt service on tax increment financing bonds issued by the City pursuant to the TIF Act in connection with such a redevelopment project; and

WHEREAS, by resolution adopted on January 5, 2015 (the "Resolution"), the City authorized the sale and issuance of the City's \$5,200,000 Tax-Exempt General Obligation Refunding Bonds, Series 2015 (the "Series 2015 Tax Exempt Bonds") and its \$1,845,000 Taxable General Obligation Refunding Bonds, Series 2015 (the "Series 2015 Taxable Bonds" and together with the Series 2015 Tax-Exempt Bonds, the "Series 2015 Bonds") for the purpose of refunding the outstanding \$2,820,000 (original principal amount) City of Flowood, Mississippi Tax Increment Financing Bonds, Series 2001A (Dogwood Festival Market Project), \$4,375,000 (original principal amount) City of Flowood, Mississippi Tax Increment Financing Bonds, Series 2004 (Dogwood Promenade Project), and \$2,750,000 (original principal amount) City of Flowood, Mississippi Taxable Tax Increment Financing Bonds, Series 2004 (Lakeland Commons Project) (the "Prior Bonds"); and

WHEREAS, in order to secure the Series 2015 Bonds, the City and the County entered into an Interlocal Cooperation Agreement, dated as of January 1, 2015 (the "Interlocal Agreement"), pursuant to which the County agreed to make designated payments on the Series 2015 Bonds; and

WHEREAS, the City and the County have determined that it is in the best interest of the citizens of the City and the County to refinance the Series 2015 Taxable Bonds for interest savings; and

WHEREAS, pursuant to Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, the City has issued its \$5,429,000 Taxable General Obligation Refunding Bonds, Series 2021C (the "Series 2021C Bonds"), for the purpose of refunding, in part, all of the outstanding Series 2015 Taxable Bonds (the "Refunded 2015 Taxable Bonds"); and

WHEREAS, the City and County desire to continue to provide for debt service on that portion of the Series 2021C Bonds attributable to the refunding of the Refunded 2015 Taxable Bonds in proportion to the amount it paid in debt service on the Series 2015 Taxable Bonds; and

WHEREAS, the City and the County now desire to enter into this Amendment pursuant to the Act and the TIF Act in order to, among other things, provide for the payment by the County of debt service on the Series 2015 Tax Exempt Bonds.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained, the City and the County, subject to the terms hereof, hereby agree as follows:

1. The term "Bonds" in the Interlocal Agreement is hereby amended to refer solely to the Series 2015 Tax Exempt Bonds.
2. Exhibit A of the Interlocal Agreement is hereby amended to delete the table labeled "Debt Service on Taxable Bonds."
3. Paragraph 1 of the Interlocal Agreement is hereby amended as follows:
 1. **Term.** This Agreement shall be for a term expiring on November 1, 2025; provided, however, that this Agreement shall remain in full force and effect until such time as the principal of, premium, if any, and interest on the Bonds are paid in full or until such time as this Agreement is otherwise terminated as provided herein.
4. Because of the refunding of the Refunded 2015 Taxable Bonds, the County's proportionate share of debt service on the Series 2021C Bonds shall be the amounts set forth in the Interlocal Agreement by and between the County and the City, dated as of March 1, 2021.
5. Except as amended pursuant to the provisions hereof, the terms and provisions of the Interlocal Agreement are hereby ratified and confirmed by the parties hereto.
6. Reference to this Amendment need not be made in any note, document, agreement, letter, certificate, the Interlocal Agreement or any communication issued or made subsequent to or with respect to the Interlocal Agreement, it being hereby agreed that any reference to the Interlocal Agreement shall be sufficient to refer to the Interlocal Agreement, as hereby amended.
7. If one or more provisions of this Amendment or the applicability of any such provisions to any set of circumstances shall be determined to be invalid or ineffective for any reason, such determination shall not affect the validity and enforceability of the remaining provisions or the applicability of the same provisions or any of the remaining provisions to other circumstances.

8. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Interlocal Agreement.

9. This Amendment shall be construed and enforced in accordance with the laws of the State of Mississippi.

10. This Amendment may be executed in one or more counterparts and when each party hereto has executed at least one counterpart, this Amendment shall become binding on all parties and such counterparts shall be deemed to be one and the same document

IN WITNESS WHEREOF, the parties hereby have caused this executed as of the ____ day of _____, 2021.

CITY OF FLOWOOD, MISSISSIPPI

By: _____
Mayor

ATTEST

City Clerk

RANKIN COUNTY, MISSISSIPPI

By: *James K. Morrison*
President of the Board of Supervisors

ATTEST



Lamy Dial
Clerk of the Board of Supervisors *by James P.C.*

STATE OF MISSISSIPPI**COUNTY OF RANKIN**

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of ____, 2021, within my jurisdiction, the within named Gary Rhoads, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI**COUNTY OF RANKIN**

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of ____, 2021, within my jurisdiction, the within named Josh Carlisle, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14th day of May, 2021, within my jurisdiction, the within named Jared Morrison, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

LARRY SWALES
RANKIN CO. CHANCERY CLK.

By: W. McCoy, D.C.

Notary Public

My Commission Expires:

My Commission Expires Jan. 6, 2024

STATE OF MISSISSIPPI

COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2021, within my jurisdiction, the within named Larry Swales, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

INTERLOCAL COOPERATION AGREEMENT

by and between

CITY OF FLOWOOD, MISSISSIPPI

and

RANKIN COUNTY, MISSISSIPPI

Dated as of March 1, 2021

THIS INTERLOCAL COOPERATION AGREEMENT, is made and entered into as of March 1, 2021 (this "Agreement"), by and between the City of Flowood, Mississippi (the "City"), a body politic of the State of Mississippi (the "State") and Rankin County, Mississippi (the "County"), a body politic of the State;

W I T N E S S E T H:

WHEREAS, pursuant to the Interlocal Cooperation Act of 1974, being Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Interlocal Act"), local governmental units (as defined in the Interlocal Act) are permitted to contract with one another to provide services and facilities in a manner pursuant to forms of governmental organization and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), municipalities (as defined in the TIF Act) of the State, including the City and the County, are authorized to undertake redevelopment projects (as defined in the TIF Act) in connection with redevelopment plans (as defined in the TIF Act) within such municipalities in order to encourage private redevelopment therein and are authorized to finance such redevelopment projects through the issuance of tax increment financing bonds; and

WHEREAS, Section 21-45-9 of the TIF Act authorizes the issuance of refunding bonds for the purpose of paying all or a portion of the outstanding debt service on any tax increment financing bonds previously issued by a municipality at or prior to maturity or upon acceleration or redemption; and

WHEREAS, pursuant to the TIF Act and Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, the City previously issued its \$1,845,000 (original principal amount) Taxable General Obligation Refunding Bonds, Series 2015, dated January 29, 2015 (the "Series 2015 Taxable Bonds"), for the purpose of providing funds to finance the cost of refunding certain outstanding maturities of the \$2,750,000 (original principal amount) City of Flowood, Mississippi Taxable Increment Financing Bonds, Series 2004 (Lakeland Commons Project); and

WHEREAS, in connection with the payment of debt service on the Series 2015 Taxable Bonds, the City and the County entered into an Interlocal Cooperation Agreement, by and between the City and the County, dated as of January 1, 2015 (the "Prior Interlocal Agreement"); and

WHEREAS, under the Prior Interlocal Agreement, the County agreed to pay a portion of the debt service on the Series 2015 Taxable Bonds in the amounts set forth therein until the Series 2015 Taxable Bonds were paid in full; and

WHEREAS, the County and the City have determined that long-term interest rates in the bond market are presently favorable to a refunding of the Series 2015 Taxable Bonds, such that the County and the City would realize significant savings through the issuance of the refunding bonds as compared to the current debt service on the Series 2015 Taxable Bonds; and

WHEREAS, pursuant to Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended (the "Refunding Act" and together with the Interlocal Act and TIF Act, the "Act") the City desires to refund all of the outstanding Series 2015 Taxable Bonds (the "Refunded 2015 Taxable Bonds") with a portion of the proceeds of the \$5,429,000 City of Flowood, Mississippi Taxable General Obligation Refunding Bonds, Series 2021C (the "Series 2021C Bonds"); and

WHEREAS, the City and the County desire to provide debt service on that portion of the Series 2021C Bonds attributable to the refunding of the Refunded 2015 Taxable Bonds in proportion to the amount it paid in debt service on the Series 2015 Taxable Bonds; and

WHEREAS, the City and the County now desire to enter into this Agreement pursuant to the Act in order to, among other things, provide for (a) the issuance of the Series 2021C Bonds by the City in order to currently refund the Refunded 2015 Taxable Bonds and to pay certain costs incident to the sale, issuance and delivery of the Series 2021C Bonds, and (b) the security for and the payment of debt service on the Series 2021C Bonds.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained, the City and the County, subject to the terms hereof, hereby agree as follows:

1. **Term.** This Agreement shall be for a term expiring on November 1, 2026.
2. **Purpose.** This Agreement is made and entered into by the parties hereto in order to define the responsibilities of the City and the County in connection with the issuance of the Series 2021C Bonds and the provision of security for and the payment of debt service on the Series 2021C Bonds.
3. **Statutory Authority.** The City and the County are authorized by Section 17-13-7 of the Interlocal Act, Sections 21-45-3(c) and 21-45-9 of the TIF Act, and the Refunding Act to jointly exercise and carry out the powers, authorities and responsibilities to be exercised by each of them pursuant to the terms of this Agreement and are both local governmental units under the Interlocal Act and municipalities under the TIF Act.
4. **The Series 2021C Bonds.** The City hereby agrees to issue the Series 2021C Bonds in order to currently refund, in part, the Refunded 2015 Taxable Bonds and to pay certain costs incident to the sale, issuance and delivery of the Series 2021C Bonds. The Series 2021C Bonds will be issued under and pursuant to the Act, this Agreement and resolutions of the Mayor and Board of Aldermen of the City.
5. **Administration.** This Agreement shall be administered as a joint undertaking of the City and the County. The creation of a separate entity is not required for the purposes of this Agreement. The City and the County authorize and direct the City, acting through its Mayor and Board of Aldermen, to issue the Series 2021C Bonds to currently refund the Refunded 2015 Taxable Bonds and to pay certain costs incident to the sale, issuance and delivery of the Series 2021C Bonds.

6. **Security for the Series 2021C Bonds.** The Series 2021C Bonds shall be general obligations of the City, and the full faith, credit and resources of the City will be irrevocably pledged for the payment of the principal of and interest on the Series 2021C Bonds.

7. **Payment of the Series 2021C Bonds.** No later than March 1 of each year as set forth in Exhibit A hereto, the County shall deliver to the City in immediately available funds the amounts set forth in Exhibit A, representing its proportionate share of the debt service on the Series 2021C Bonds. The City will then timely deposit said funds to the credit of the bond fund for the Series 2021C Bonds (the "Bond Fund") and use solely for debt service on the Series 2021C Bonds. The Paying and Transfer Agent for the Series 2021C Bonds (the "Paying and Transfer Agent") will invest monies in the Bond Fund pursuant to the direction of the City and will disburse monies in the Bond Fund pursuant to the terms of the resolution of the Mayor and Board of Aldermen of the City under which the Series 2021C Bonds are issued.

8. **Prior Obligations.** The County's obligation to make payments under the Prior Interlocal Agreement in connection with the Refunded 2015 Taxable Bonds is terminated upon the refunding of the Refunded 2015 Taxable Bonds. The terms and provisions of this Agreement shall not otherwise effect the terms and provisions of the Prior Interlocal Agreement.

9. **Termination.** This Agreement shall terminate upon payment in full of the principal of, premium, if any, and interest on the Series 2021C Bonds, including the defeasance or redemption thereof.

10. **Amendment.** No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement. No such amendment shall in any way effect the security for and the payment of the Series 2021C Bonds.

11. **Miscellaneous.**

(a) The City and the County hereby agree that this Agreement shall not become effective until it has been approved by the Mayor and Board of Aldermen of the City and the Board of Supervisors of the County and by the Attorney General of the State as required by Section 17-13-11 of the Act and until it has been filed with the Chancery Clerk of the County and the Secretary of State of the State.

(b) If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other paragraph or part of a paragraph of this Agreement.

(c) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(d) This Agreement shall inure to the benefit of the City and the County and shall be binding upon the City and the County and their respective successors and assigns.

(e) This Agreement shall be governed as to validity, construction and performance by the laws of the State.

(f) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

(g) The descriptive headings of the several paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(h) No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written agreement signed by the City and the County.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the day and year first above written.

CITY OF FLOWOOD, MISSISSIPPI

By: _____
Mayor

ATTEST

City Clerk



RANKIN COUNTY, MISSISSIPPI

By: Jared K Morrison
President, Board of Supervisors

ATTEST

Larry Duval
Clerk, Board of Supervisors
by Gary D.C.

STATE OF MISSISSIPPI**COUNTY OF RANKIN**

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2021, within my jurisdiction, the within named Gary Rhoads who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

 Notary Public

 My Commission Expires:

STATE OF MISSISSIPPI**COUNTY OF RANKIN**

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2021, within my jurisdiction, the within named Josh Carlisle, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

 Notary Public

 My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14th day of May, 2021, within my jurisdiction, the within named Jared Morrison, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

LARRY SWALES
RANKIN CO. CHANCERY CLK.

By: W. McCoy, D.C.

Notary Public

My Commission Expires:

My Commission Expires Jan. 6, 2024

STATE OF MISSISSIPPI

COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2021, within my jurisdiction, the within named Larry Swales, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

EXHIBIT A

**COUNTY'S DEBT SERVICE PAYMENTS
ON THE SERIES 2021C BONDS**

<u>Date</u>	<u>Amount Due</u>
2021	\$100,841.79
2022	100,791.06
2023	100,726.61
2024	102,864.81
2025	102,745.50
2026	99,287.93

The Board of Supervisors of Rankin County, Mississippi (the "County"), took up for consideration the matter of approving an Amendment to Interlocal Cooperation Agreement by and between the County and the City of Flowood, Mississippi (the "City") and an Interlocal Cooperation Agreement by and between the County and the City, and, after a discussion of the subject matter, Supervisor Bishop offered and moved the adoption of the following resolution:

RESOLUTION OF THE BOARD OF SUPERVISORS OF RANKIN COUNTY, MISSISSIPPI (THE "COUNTY") APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF AN AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE COUNTY AND THE CITY OF FLOWOOD, MISSISSIPPI (THE "CITY") IN CONNECTION WITH THE \$1,845,000 (ORIGINAL PRINCIPAL AMOUNT) CITY OF FLOWOOD, MISSISSIPPI, TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015, AND AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE COUNTY AND THE CITY IN CONNECTION WITH THE \$5,430,000 CITY OF FLOWOOD, MISSISSIPPI TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021C; AND FOR RELATED PURPOSES.

WHEREAS, the Board of Supervisors of Rankin County, Mississippi (the "Governing Body"), acting for and on behalf of Rankin County, Mississippi (the "County"), is authorized by the Interlocal Cooperation Act of 1974, being Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended (the "Interlocal Act"), to contract with other local governmental units (as defined in the Act) to provide services and facilities in a manner pursuant to forms of governmental organization and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "TIF Act"), municipalities of the State of Mississippi (the "State"), including the County and the City of Flowood, Mississippi (the "City") are authorized to undertake redevelopment projects (as defined in the TIF Act) in connection with redevelopment plans (as defined in the TIF Act) within such municipalities in order to encourage private redevelopment therein and are authorized to finance such redevelopment projects through the issuance of tax increment financing bonds; and

WHEREAS, Section 17-13-7 of the Interlocal Act and Section 21-45-3(c) of the TIF Act authorize the County and the City to enter into interlocal cooperation agreements and to agree to pledge certain ad valorem taxes payable to both the County and the City in order to pay debt service on tax increment financing bonds issued pursuant to the TIF Act in connection with such redevelopment projects; and

WHEREAS, Section 21-45-9 of the TIF Act authorizes the City to issue refunding bonds for the purpose of paying any of their tax increment financing bonds at or prior to maturity or upon acceleration or redemption; and

WHEREAS, the City previously issued its \$5,200,000 City of Flowood, Mississippi Tax-Exempt General Obligation Refunding Bonds, Series 2015 (the "Tax Exempt 2015 Bonds") and

its \$1,845,000 Taxable General Obligation Refunding Bonds, Series 2015 (the "Taxable 2015 Bonds" and together with the Tax Exempt 2015 Bonds, the "Series 2015 Bonds") for the purpose of refunding the outstanding \$2,820,000 (original principal amount) City of Flowood, Mississippi Tax Increment Financing Bonds, Series 2001A (Dogwood Festival Market Project), \$4,375,000 (original principal amount) City of Flowood, Mississippi Tax Increment Financing Bonds, Series 2004 (Dogwood Promenade Project), and \$2,750,000 (original principal amount) City of Flowood, Mississippi Taxable Tax Increment Financing Bonds, Series 2004 (Lakeland Commons Project); and

WHEREAS, in connection with the payment of debt service on the Series 2015 Bonds, the City and the County entered into an Interlocal Cooperation Agreement, by and between the City and the County, dated as of January 1, 2015 (the "Prior Interlocal Agreement"); and

WHEREAS, the County and the City have determined that long-term interest rates in the bond market are presently favorable to a refunding of the Taxable 2015 Bonds, such that the County and the City would realize significant savings through the issuance of the refunding bonds as compared to the current debt service on the Taxable 2015 Bonds; and

WHEREAS, pursuant to Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Refunding Act," and together with the Interlocal Act and TIF Act, the "Act"), the City has issued the \$5,430,000 City of Flowood, Mississippi Taxable General Obligation Refunding Bonds, Series 2021C (the "Series 2021C Bonds"), to refund, in part, all of the outstanding Taxable 2015 Bonds (the "Refunded Taxable 2015 Bonds"); and

WHEREAS, the County and the City desire to continue to provide for debt service on the Tax Exempt 2015 Bonds and to provide for debt service on that portion of the Series 2021C Bonds attributable to the refunding of the Refunded Taxable 2015 Bonds in proportion to the amount it paid in debt service on the Taxable 2015 Bonds; and

WHEREAS, as provided for by the Act, there has been presented to the Governing Body at this meeting forms of the following documents

(a) an Amendment to Interlocal Cooperation Agreement (the "Amended Interlocal Agreement") by and between the County and the City amending the Prior Interlocal Agreement and setting forth the agreement of the County and the City in connection with the payment of debt service on the Tax Exempt 2015 Bonds, and

(b) an Interlocal Cooperation Agreement (the "Interlocal Agreement") by and between the County and the City setting forth the agreement of the County and the City in connection with the payment of debt service on the Series 2021C Bonds; and

WHEREAS, the documents referenced above are in appropriate form and are appropriate documents for the purposes identified; and

WHEREAS, it is now necessary for the Governing Body to approve and enter into the Amendment to Interlocal Agreement and the Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS:

SECTION 1. This resolution is adopted pursuant to the Act and other applicable laws of the State.

SECTION 2. The Amendment to Interlocal Agreement, by and between the County and the City, in the form submitted to this meeting and attached hereto as Exhibit A, shall be, and the same hereby is, approved in substantially said form with such changes, omissions, insertions and revisions therein as the President of the Governing Body (the "President") and the Clerk of the Governing Body (the "Clerk") may, in their opinions, determine to be required.

SECTION 3. The Interlocal Agreement, by and between the County and the City, in the form submitted to this meeting and attached hereto as Exhibit B, shall be, and the same hereby is, approved in substantially said form with such changes, omissions, insertions and revisions therein as the President and the Clerk may, in their opinions, determine to be required.

SECTION 4. The President and the Clerk are hereby authorized and directed to execute and deliver the Amendment to Interlocal Agreement and the Interlocal Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 5. Each member of the Governing Body is hereby authorized to execute such documents, instruments and papers, and do such acts and things as may be necessary or advisable in connection with the authorization, sale, preparation, execution, issuance and delivery of the Amendment to Interlocal Agreement and the Interlocal Agreement.

SECTION 6. Upon the execution and delivery of the Amendment to Interlocal Agreement and the Interlocal Agreement, the obligation of the County and the City to make payments under the Prior Interlocal Agreement, as amended by the Amendment to Interlocal Agreement, in connection with the Refunded Taxable 2015 Bonds will be terminated.

SECTION 7. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 8. In the event any scrivener's errors shall be discovered in this resolution after the adoption hereof but prior to the execution and delivery of the Amendment to Interlocal Agreement and the Interlocal Agreement, the Governing Body hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this resolution prior to the execution and delivery of the Amendment to Interlocal Agreement and the Interlocal Agreement.

SECTION 9. All orders, resolutions or proceedings of the Governing Body in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

Supervisor Gaines seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Supervisor Jared Morrison voted:
 Supervisor Daniel Cross voted:
 Supervisor Brad Calhoun voted:
 Supervisor Steve Gaines voted:
 Supervisor Jay Bishop voted:

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the President declared the motion carried and the resolution adopted this 17th day of May, 2021.



Jared K Morrison
 President of the Board of Supervisors of
 Rankin County, Mississippi

Larry Dials
 Clerk of the Board of Supervisors of
 Rankin County, Mississippi *by Charles D.C.*

EXHIBIT A
AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT

EXHIBIT B
INTERLOCAL COOPERATION AGREEMENT

The Board of Supervisors of Rankin County, Mississippi (the "County"), took up for consideration the matter of approving an Interlocal Cooperation Agreement between the County and the City of Flowood, Mississippi, and, after a discussion of the subject matter, Supervisor Bishop offered and moved the adoption of the following resolution:

RESOLUTION OF THE BOARD OF SUPERVISORS OF RANKIN COUNTY, MISSISSIPPI (THE "COUNTY") APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE COUNTY AND THE CITY OF FLOWOOD, MISSISSIPPI IN CONNECTION WITH THE \$1,969,000 CITY OF FLOWOOD, MISSISSIPPI GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021 ISSUED FOR THE PURPOSE OF REFUNDING THE OUTSTANDING \$1,695,000 CITY OF FLOWOOD, MISSISSIPPI (ORIGINAL PRINCIPAL AMOUNT) TAX INCREMENT FINANCING BONDS, SERIES 2006 (LAKELAND COMMONS PROJECT), DATED OCTOBER 1, 2006, AND THE OUTSTANDING \$2,700,000 (ORIGINAL PRINCIPAL AMOUNT) MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS (CITY OF FLOWOOD, MISSISSIPPI TAX INTERCEPT – TAX INCREMENT FINANCING PROJECT), SERIES 2009, DATED OCTOBER 21, 2009; AND FOR RELATED PURPOSES.

WHEREAS, the Board of Supervisors of Rankin County, Mississippi (the "Governing Body"), acting for and on behalf of Rankin County, Mississippi (the "County"), is authorized by the Interlocal Cooperation Act of 1974, being Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended (the "Interlocal Act"), to contract with other local governmental units (as defined in the Act) to provide services and facilities in a manner pursuant to forms of governmental organization and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), municipalities of the State of Mississippi (the "State"), including the County and the City of Flowood, Mississippi (the "City") are authorized to undertake redevelopment projects (as defined in the TIF Act) in connection with redevelopment plans (as defined in the TIF Act) within such municipalities in order to encourage private redevelopment therein and are authorized to finance such redevelopment projects through the issuance of tax increment financing bonds; and

WHEREAS, Section 17-13-7 of the Interlocal Act and Section 21-45-3(c) of the TIF Act authorize the County and the City to enter into interlocal cooperation agreements and to agree to pledge certain ad valorem taxes payable to both the County and the City in order to pay debt service on tax increment financing bonds issued pursuant to the TIF Act in connection with such redevelopment projects; and

WHEREAS, the City previously issued its \$1,695,000 (original principal amount) Tax Increment Financing Bonds, Series 2006 (Lakeland Commons Project) (the "2006 TIF Bonds")

for the purpose of installing and constructing certain improvements in connection with developing a retail shopping center to be known as Lakeland Commons; and

WHEREAS, at the request of the City, the Mississippi Development Bank did heretofore issue its \$2,700,000 (original principal amount) Special Obligation Bonds (City of Flowood, Mississippi Tax Intercept – Tax Increment Financing Project), Series 2009, dated October 21, 2009 (the "2009 TIF Bonds" and together with the 2006 TIF Bonds, the "Prior Bonds"), for the purpose of funding a loan to the City, the proceeds of which were used to finance the installation and construction of certain improvements in connection with the development of a retail shopping center to be known as Market Street Flowood; and

WHEREAS, in connection with the payment of debt service on the Prior Bonds, the County and the City entered into (a) an Interlocal Cooperation Agreement, by and between the County and the City, dated as of June 1, 2004, as amend by an Amendment to Interlocal Agreement, by and between the County and the City, dated as of January 1, 2015; and (b) an Interlocal Cooperation Agreement, by and between the County and the City, dated as of October 5, 2009 (together, the "Prior Interlocal Agreements"); and

WHEREAS, Section 21-45-9 of the TIF Act authorizes the City to issue refunding bonds for the purpose of paying any of their tax increment financing bonds at or prior to maturity or upon acceleration or redemption; and

WHEREAS, the County and the City have determined that long-term interest rates in the bond market are presently favorable to such a refunding, such that the County and the City would realize significant savings through the issuance of the refunding bonds as compared to the current debt service on the Prior Bonds; and

WHEREAS, pursuant to a resolution adopted by the Mayor and Board of Aldermen of the City on January 19, 2021, and Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended (the "Refunding Act" and together with the Interlocal Act and TIF Act, the "Act"), the City issued its \$1,969,000 General Obligation Refunding Bonds, Series 2021 (the "Series 2021 Bonds") for the purpose of refunding all of the outstanding Prior Bonds (the "Refunded Bonds"); and

WHEREAS, the County and the City desire to provide for debt service on the Series 2021 Bonds in substantively similar pro rata portions as the same have contributed to the debt service on the Prior Bonds; and

WHEREAS, as provided for by the Act, there has been presented to the Governing Body at this meeting the form of an Interlocal Cooperation Agreement (the "Interlocal Agreement") by and between the County and the City setting forth the agreement of the County and the City in connection with the payment of debt service on the Bonds and related matters; and

WHEREAS, the Interlocal Agreement is in appropriate form and is an appropriate document for the purposes identified; and

WHEREAS, it is now necessary for the Governing Body to approve and enter into the Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS:

SECTION 1. This resolution is adopted pursuant to the Act and other applicable laws of the State.

SECTION 2. The Interlocal Agreement, by and between the County and the City, in the form submitted to this meeting and attached hereto as Exhibit A, shall be, and the same hereby is, approved in substantially said form with such changes, omissions, insertions and revisions therein as the President of the Governing Body (the "President") and the Clerk of the Governing Body (the "Clerk") may, in their opinions, determine to be required.

SECTION 3. The President and the Clerk are hereby authorized and directed to execute and deliver the Interlocal Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 4. Each member of the Governing Body is hereby authorized to execute such documents, instruments and papers, and do such acts and things as may be necessary or advisable in connection with the authorization, sale, preparation, execution, issuance and delivery of the Interlocal Agreement.

SECTION 5. Upon the execution and delivery of the Interlocal Agreement, the obligation of the County and the City to make payments under the Prior Interlocal Agreements in connection with the Prior Bonds will be terminated.

SECTION 6. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 7. In the event any scrivener's errors shall be discovered in this resolution after the adoption hereof but prior to the execution and delivery of the Interlocal Agreement, the Governing Body hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this resolution prior to the execution and delivery of the Interlocal Agreement.

SECTION 8. All orders, resolutions or proceedings of the Governing Body in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

Supervisor _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Supervisor Jared Morrison voted:
 Supervisor Daniel Cross voted:
 Supervisor Brad Calhoun voted:
 Supervisor Steve Gaines voted:
 Supervisor Jay Bishop voted:

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the President declared the motion carried and the resolution adopted this 17th day of May, 2021.



(SEAL)
 Clerk of the Board of Supervisors of
 Rankin County, Mississippi

Jared K Morrison

President of the Board of Supervisors of
 Rankin County, Mississippi

57349407.v2

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

by and between

CITY OF FLOWOOD, MISSISSIPPI

and

RANKIN COUNTY, MISSISSIPPI

Dated as of February 1, 2021

THIS INTERLOCAL COOPERATION AGREEMENT, is made and entered into as of February 1, 2021 (this "Agreement"), by and between the City of Flowood, Mississippi (the "City"), a body politic of the State of Mississippi (the "State") and Rankin County, Mississippi (the "County"), a body politic of the State;

WITNESSETH:

WHEREAS, pursuant to the Interlocal Cooperation Act of 1974, being Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Interlocal Act"), local governmental units (as defined in the Interlocal Act) are permitted to contract with one another to provide services and facilities in a manner pursuant to forms of governmental organization and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), municipalities (as defined in the TIF Act) of the State, including the City and the County, are authorized to undertake redevelopment projects (as defined in the TIF Act) in connection with redevelopment plans (as defined in the TIF Act) within such municipalities in order to encourage private redevelopment therein and are authorized to finance such redevelopment projects through the issuance of tax increment financing bonds; and

WHEREAS, under the TIF Act, the City previously issued its \$1,695,000 (original principal amount) Tax Increment Financing Bonds, Series 2006 (Lakeland Commons Project), dated October 1, 2006 (the "2006 TIF Bonds"); and

WHEREAS, under the TIF Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time, the Mississippi Development Bank, at the request of the City, issued its \$2,700,000 (original principal amount) Special Obligation Bonds (City of Flowood, Mississippi Tax Intercept – Tax Increment Financing Project), Series 2009, dated October 21, 2009 (the "2009 TIF Bonds" and collectively with the 2006 TIF Bonds, the "Prior Bonds"); and

WHEREAS, in connection with the payment of debt service on the Prior Bonds, the City and the County entered into (a) an Interlocal Cooperation Agreement, by and between the City and the County, dated as of June 1, 2004, as amended by an Amendment to Interlocal Agreement, by and between the City and the County, dated as of January 1, 2015 (the "Lakeland Commons Interlocal"); and (b) an Interlocal Cooperation Agreement, by and between the City and the County, dated as of October 5, 2009 (the "Market Street Interlocal" and together with the Lakeland Commons Interlocal, the "Prior Interlocal Agreements"); and

WHEREAS, under the Lakeland Commons Interlocal, the City agreed to pledge to the payment of the 2006 TIF Bonds and the funding of any reserve fund in connection therewith, all of its portion of the tax revenues derived from the City's ad valorem tax levies on the "captured assessed value" of the real and personal property comprising the Project (as defined in the Lakeland Commons Interlocal Agreement), excluding levies for public school district purposes, until the 2006 TIF Bonds were paid in full; and the County agreed to pledge to the payment of the 2006 TIF Bonds and the funding of any reserve fund in connection therewith, that portion of the tax

revenues derived from the County's ad valorem tax levies on the "captured assessed value" of the real and personal property comprising the Project (as defined in the Lakeland Commons Interlocal Agreement) which would be generated from 25.20 mills (the "2006 County Pledge") until the 2006 TIF Bonds were paid in full; and

WHEREAS, the Lakeland Commons Interlocal Agreement was amended in 2015 to provide a specific dollar amount that the County was periodically required to pay toward the debt service on the 2006 TIF Bonds; and

WHEREAS, under the Market Street Interlocal, the City agreed to pledge to the payment of the 2009 TIF Bonds and the funding of any reserve fund in connection therewith, all of the tax revenues derived from the City's ad valorem tax levies of up to, but not to exceed, 20.00 mills on the "captured assessed value" of the real and personal property comprising the Project (as defined in the Market Street Interlocal Agreement), excluding levies for public school district purposes, until the 2009 TIF Bonds were paid in full, and the County agreed to pledge to the payment of the 2009 TIF Bonds and the funding of any reserve fund in connection therewith, that portion of the tax revenues derived from the County's ad valorem tax levies on the "captured assessed value" of the real and personal property comprising the Project (as defined in the Market Street Interlocal Agreement) which would be generated from 20.00 mills (the "2009 County Pledge" and together with the 2006 County Pledge, the "County Pledge") until the 2009 TIF Bonds were paid in full; and

WHEREAS, Section 21-45-9 of the TIF Act authorizes the issuance of refunding bonds for the purpose of paying all or a portion of the outstanding debt service on any tax increment financing bonds previously issued by a municipality at or prior to maturity or upon acceleration or redemption; and

WHEREAS, the City and the County have determined that long-term interest rates in the bond market are presently favorable to such a refunding, such that the City and the County would realize significant savings through the issuance of refunding bonds as compared to the current debt service on the Prior Bonds; and

WHEREAS, the City now desires, pursuant to Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended (the "Refunding Act" and together with the Interlocal Act and TIF Act, the "Act") to refund all of the outstanding Prior Bonds (the "Refunded Bonds"); and

WHEREAS, the City and the County desire to provide for the debt service on the \$1,969,000 City of Flowood, Mississippi General Obligation Refunding Bonds, Series 2021 (the "Bonds") in substantively similar pro rata portions as the same have contributed to the debt service on the Prior Bonds; and

WHEREAS, the City and the County now desire to enter into this Agreement pursuant to the Act in order to, among other things, provide for (a) the issuance of the Bonds by the City in order to currently refund the Refunded Bonds and to pay certain costs incident to the sale, issuance and delivery of the Bonds, and (b) the security for and the payment of debt service on the Bonds.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained, the City and the County, subject to the terms hereof, hereby agree as follows:

1. **Term.** This Agreement shall be for a term expiring on May 1, 2028; provided, however, that this Agreement shall remain in full force and effect until such time as the principal of, premium, if any, and interest on the Bonds are paid in full or until such time as this Agreement is otherwise terminated as provided herein.

2. **Purpose.** This Agreement is made and entered into by the parties hereto in order to define the responsibilities of the City and the County in connection with the issuance of the Bonds and the provision of security for and the payment of debt service on the Bonds.

3. **Statutory Authority.** The City and the County are authorized by Section 17-13-7 of the Interlocal Act, Sections 21-45-3(c) and 21-45-9 of the TIF Act, and the Refunding Act to jointly exercise and carry out the powers, authorities and responsibilities to be exercised by each of them pursuant to the terms of this Agreement and are both local governmental units under the Interlocal Act and municipalities under the TIF Act.

4. **The Bonds.** The City hereby agrees to issue the Bonds in order to currently refund the Refunded Bonds and to pay certain costs incident to the sale, issuance and delivery of the Bonds. The Bonds will be issued under and pursuant to the Act, this Agreement and resolutions of the Mayor and Board of Aldermen of the City.

5. **Administration.** This Agreement shall be administered as a joint undertaking of the City and the County. The creation of a separate entity is not required for the purposes of this Agreement. The City and the County authorize and direct the City, acting through its Mayor and Board of Aldermen, to issue the Bonds, in one or more series, to currently refund the Refunded Bonds and to pay certain costs incident to the sale, issuance and delivery of the Bonds.

6. **Security for the Bonds.** The Bonds shall be general obligations of the City, and the full faith, credit and resources of the City will be irrevocably pledged for the payment of the principal of and interest on the Bonds.

7. **Payment of the Bonds.** No later than March 1 of each year as set forth in Exhibit A hereto, the County shall deliver to the City in immediately available funds the amounts set forth in Exhibit A, representing its proportionate share of the debt service on the Bonds. The City will then timely deposit said funds to the credit of the bond fund for the Bonds (the "Bond Fund") and use solely for debt service on the Bonds. The Paying and Transfer Agent for the Bonds (the "Paying and Transfer Agent") will invest monies in the Bond Fund pursuant to the direction of the City and will disburse monies in the Bond Fund pursuant to the terms of the resolution of the Mayor and Board of Aldermen of the City under which the Bonds are issued.

8. **Prior Obligations.** The County's obligation to make payments under the Prior Interlocal Agreements in connection with the Prior Bonds is terminated upon the refunding of the Prior Bonds.

9. **Termination.** This Agreement shall terminate upon payment in full of the principal of, premium, if any, and interest on the Bonds, including the defeasance or redemption thereof.

10. **Amendment.** No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement. No such amendment shall in any way effect the security for and the payment of the Bonds.

11. **Miscellaneous.**

(a) The City and the County hereby agree that this Agreement shall not become effective until it has been approved by the Mayor and Board of Aldermen of the City and the Board of Supervisors of the County and by the Attorney General of the State as required by Section 17-13-11 of the Act and until it has been filed with the Chancery Clerk of the County and the Secretary of State of the State.

(b) If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other paragraph or part of a paragraph of this Agreement.

(c) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(d) This Agreement shall enure to the benefit of the City and the County and shall be binding upon the City and the County and their respective successors and assigns.

(e) This Agreement shall be governed as to validity, construction and performance by the laws of the State.

(f) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

(g) The descriptive headings of the several paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(h) No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written agreement signed by the City and the County.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the day and year first above written.

CITY OF FLOWOOD, MISSISSIPPI

By _____
Mayor

ATTEST

City Clerk



RANKIN COUNTY, MISSISSIPPI

By Jared K. Morrison
President, Board of Supervisors

ATTEST

Larry Swalg
Clerk, Board of Supervisors *by James D.C.*

1357392

STATE OF MISSISSIPPI**COUNTY OF RANKIN**

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2021, within my jurisdiction, the within named Gary Rhoads who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI**COUNTY OF RANKIN**

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2021, within my jurisdiction, the within named Josh Carlisle, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

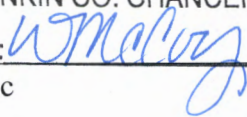
My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14th day of May, 2021, within my jurisdiction, the within named Jared Morrison, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

LARRY SWALES
RANKIN CO. CHANCERY CLK.

By: , D.C.
Notary Public

My Commission Expires:

My Commission Expires Jan. 6, 2024

STATE OF MISSISSIPPI

COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2021, within my jurisdiction, the within named Larry Swales, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

EXHIBIT A
COUNTY'S PROPORTIONATE SHARE OF
DEBT SERVICE ON THE BONDS

Date	Payment Due
March 1, 2021	\$180,239.87
March 1, 2022	159,834.72
March 1, 2023	159,227.92
March 1, 2024	158,001.16
March 1, 2025	162,119.52
March 1, 2026	90,660.00
March 1, 2027	91,452.00
March 1, 2028	92,232.00

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**STATE-LOCAL DISASTER ASSISTANCE AGREEMENT****DISASTER: FEMA-** **-DR-MS** **4598****APPLICANT FIPS #:****APPLICANT NAME:****Rankin County Board of Supervisors**

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency (MEMA) and the undersigned State Agency, political subdivision of the State, private nonprofit organizations, or authorized tribal organizations (Applicant). This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referenced disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is responsible for all costs determined to be ineligible or unreasonable by FEMA and/or MEMA. The Applicant is also responsible for the repayment of any de-obligations recommended by the DHS OIG and agreed upon by FEMA. Should the funds not be returned to the State in a reasonable time frame, then collection of such funds will be handed over to the State Auditor for action.
5. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNPs who are responsible for the entire 25% non-federal share.
6. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
7. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB Super Circulars and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
8. The Applicant shall provide Quarterly Reports to the State which indicates the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
9. The Applicant shall comply with the Single Audit Amendments of 1996 under the Code of Federal Regulations Part 200 – Super Circular: Subsection 200.501. The Applicant shall provide copies of every audit report issued on the entity at the time of its receipt by the entity to the Governor's Authorized Representative.
10. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
11. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.

12. The Applicant acknowledges that it is the Applicant's responsibility to ensure all Federal, State, and local laws, regulations, rules and guidelines applicable to any FEMA grant program are adhered to. If said laws, regulations, rules and guidelines are not adhered to, responsibility for noncompliance is the Applicants.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44 CFR Part 18, New Restrictions of Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The Applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for other approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44 CFR Part 206.
25. The Applicant shall first endeavor to settle any controversy or claim arising from or relating to this Agreement, or the breach thereof, directly with the Executive Director of MEMA, or designated representative, before exhausting any other remedies or appeals to other governing authorities.

Certifying Official (Cannot be the Applicant Agent):

Jared K. Morrison
NAME (Print)

Jared K Morrison
SIGNATURE

5/14/21
DATE

Applicant Agent:

Wanda Martin
NAME (Print)

Wanda Martin
SIGNATURE

5/14/21
DATE

**MEMA Only
Governor's Authorized Representative:**

Gregory S. Michel, Executive Director
NAME

SIGNATURE

DATE

FY 2020 JAG APPLICATION CHECKLIST

Please check the list below against the items returned in this packet to ensure that all pertinent information is enclosed.

- ☐ **Subgrant Application summary Form**
- ☐ **Statement of the Problem**
- ☐ **Objectives and Projected Impact**
- ☐ **Implementation Plan/Project timeline**
- ☐ **Sustainability Plan**
- ☐ **Budget Summary**
- ☐ **Budget Narrative**
- ☐ **Evaluation Plan**
- ☐ **Non-Supplant Certification**
- ☐ **Equal Employment Opportunity Plan Certification**
- ☐ **Original and one copy of the application package**
- ☐ **DHS/ICE Response Letter**
- ☐ **Copy of SAM Registration (sam.gov)**
- ☐ **2020 Drug Court Data Sheet**
- ☐ **Waiver Letter & Supporting Documentation**
- ☐ **Award Letter & Budget from AOC**
- ☐ **Ten Key Components of Drug Court**
- ☐ **2020 Certification and Assurances by the Chief Executive of the Applicant Government**

All of the above award documents should be returned by **June 1, 2021**.

Katie Mitchell

SUB-GRANT CONTACT PERSON

DATE

Attachment: Justice Assistance Grant (JAG) Drug Court Grant (16097 : Request Approval of Renewal of Application for the Justice Assistant



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

SUBGRANT APPLICATION SUMMARY

DPSP USE
ONLY

Grant No.

1. Applicant (Name, Address, Zip, Phone, Email) Rankin County Board of Supervisors Keith Hicks 211 East Government Street, Suite A Brandon, MS 39042 601-825-1475 khicks@rankincounty.org	2. Project Director (Name, Address, Zip, Phone) Rankin County Youth Court Katie Mitchell 100 Court Cove, Pelahatchie, MS 39145 601-824-2545 kamitchell@rankincounty.org	3. Financial Officer (Name, Title, Address, Zip, Phone) Rankin County Board of Supervisors Wanda Martin 211 East Government Street, Suite A Brandon, MS 39042 601-825-1475 wmartin@rankincounty.org
4. Project Title FY 2020 JAG Drug Courts		5. DUNS Number: 0981709700000 Tax ID. Number: 64-6001025
6. Type of Application ☐ Initial ☐ 2 nd Yr. or ☒ 8 th Yr. Funding ☐ Continuation of Grant No. _____		7. Desired Project Duration 11 Months Start Date: August 1, 2021 End Date: June 30, 2022
8. Brief Project Summary (required) *See attachment		
9. Budget Category	Requested	Approved by DPSP
a. Personnel	82,508.66	
b. Fringe Benefits	29,596.35	
c. Equipment	----	
d. Travel	----	
e. Operating Expense	----	
f. Contractual Services	74,250.00	
g. Miscellaneous	----	
Total Project Budget	186,355.01	
10. Source of Funds	Federal % St/Local Match % Total %	
Requested Budget	186,355.01 100 ---- 0 186,355.01 100	
11. Number of pages in this application 56		

Chief Administrative Officer (Signature and Date)

Keith Hicks

Chief Administrative Officer (Type or Print)

County Administrator

Title

Project Director (Signature and Date)

Financial Officer (Signature and Date)



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

11.B.a

DPSP USE
ONLY

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PROJECT PLAN AND SUPPORTING DATA

PART I. STATEMENT OF PROBLEM

The Rankin County Youth Court is seeking funds from the Mississippi Department of Public Safety to maintain/expand the existing Family and Juvenile Drug Treatment Court programs. The funds will be used to fund Drug Court personnel support, co-occurring therapy services for both juvenile and adult clients, training, and other operating expenses. Operating expenses would include drug testing supplies and contractual services for GPS monitoring. These funds will be used in an effort to reduce the number of delinquent referrals and lower the recidivism rates for delinquent children, as well as provide safety and permanency for abused and neglected children.

Drug Courts are an effective tool that provides increased supervision for its clients, accountability, and the best chance for success. According to the National Association of Drug Court Professionals, 60% to 80% of people imprisoned who abuse drugs will reoffend. The statistics show that providing treatment to those individuals will result in a much better outcome. The association goes on to say that 75% of adults who complete a drug court program will never be arrested again. <http://www.nadcp.org>.

As one of the largest populated counties in the state of Mississippi, there is a great demand for services at the Rankin County Youth Court. According to the 2020 census, Rankin County had 155,271 residents and 22.8% were under the age of 18. The Mississippi Department of Human Services reports that in Rankin County there were 280 victims of evidenced abuse and/or neglect in 2019. They also report that our Court received 1,173 referrals for juvenile delinquency (MS Youth Court Information Delivery System). With such a large population to serve, the Rankin County Youth Court must continue to provide any and all resources possible.

The Rankin County Youth Court over the last several years has operated both Juvenile and Family Drug Treatment Courts. The Juvenile Drug Treatment Court program began in October 2006. The Family Drug Treatment Court program began in October 2010. Both programs have been an integral part of the Rankin County Youth Court system. Approximately seven years ago both programs suffered a significant funding loss. The Juvenile Drug Treatment Court's budget was reduced by 58% and the Family Drug Treatment Court budget was eliminated altogether. This was a result of the lack of funding by the state legislature. Due to the lack of funding, the Rankin County Youth Court was required to make a reduction in force and reduce the number of participants in each of the programs. Although some of that funding has been restored, we will continue to be very limited in the number of clients we can provide these services to. With the continued support of the Department of Public Safety, we hope to reach our goal and respectfully request approval of funding to maintain and/or enhance the services provided to our clients.

Attachment: Justice Assistance Grant (JAG) Drug Court Grant (16097 : Request Approval of Renewal of Application for the Justice Assistant



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DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

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PROJECT PLAN AND SUPPORTING DATA

PART II. OBJECTIVES AND PROJECTED IMPACT

The Juvenile Drug Treatment Court target population is any child between the ages of 14 and 17 with a pending delinquent referral to the Rankin County Youth Court. The juveniles must not have been adjudicated of any violent offenses. Further, the juvenile must be identified through a validated risk needs responsivity screening tool as having a moderate to high level of substance use disorder and a moderate to high risk of reoffending/criminogenic risk level. They must also have the cognitive ability to participate in and benefit from the program, and each juvenile must have a parent or interested adult that is committed to complying and participating with the Court's rules and programs.

The anticipated project impact of the Juvenile Drug Treatment Court is to reduce recidivism rates of juvenile delinquency and allow juveniles to get assistance to end substance abuse and chemical dependency. The Juvenile Drug Treatment Court promotes drug-free living through intense supervision, family involvement, and effective co-occurring substance abuse treatment to hold youth accountable while strengthening their families and the community.

Juvenile Drug Treatment Court Objectives:

1. A minimum of 75% of participants will reduce drug and/or alcohol use while in the program and 3 months after program completion.
2. For at least 75% of participants not to progress further into the juvenile system during the program.
3. 75% of participants will decrease anti-social behavior in school and/or the workplace.
4. Participants will progress in academic achievement.
 - a. All participants will continue to gain high school credits or work toward a GED or trade.
 - b. Participants will decrease the number of tardies and/or absences from school.
5. To make sure that 75% or more of the participants report increased positive family functioning. Clients will be provided strategies to improve their communication skills, including family therapy and parenting classes.

The Family Drug Treatment Court target population will be parents or custodians who have a pending allegation or adjudicated allegation of abuse or neglect before the Rankin County Youth Court. Further, the child(ren) must be at high risk of removal or have been previously removed in which substance abuse by the parent/custodian was a contributing factor. The parent/custodian must not have been adjudicated of any violent offenses. The parent or custodian must be identified through a validated risk needs responsivity screening tool as having a moderate to high level of substance use disorder and a moderate to high risk of reoffending/criminogenic risk. He/she must also have the cognitive ability to participate and benefit from the program, in addition to having reliable transportation.

Attachment: Justice Assistance Grant (JAG) Drug Court Grant (16097 : Request Approval of Renewal of Application for the Justice Assistant

The anticipated project impact of the Family Drug Treatment Court is to reduce the number of out-of-home days for children who have been abused or neglected by achieving permanency sooner than families who do not participate in the program. The Court seeks to promote drug free lifestyles for their parents or custodians through intense supervision, accountability, and effective treatment.

Family Drug Treatment Court Objectives:

1. A minimum of 75% of participants will reduce drug and/or alcohol use while in the program and 3 months after program completion.
2. Children whose parents successfully participate in the Family Drug Treatment Court will spend fewer days in out of home care than those whose parents with substance abuse issues who do not participate.
3. To ensure that 75% or more of drug court participants report an increase in positive family functioning. The parents or custodians will not have a new substantiated allegation of abuse or neglect for a minimum of one year post completion of the Family Drug Treatment Court Program. The parents will complete parenting classes.



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PART III. IMPLEMENTATION

A – B: The Rankin County Youth Court will implement/continue services under this proposal beginning in July 2021. These funds will allow us to maintain/restore the number of participants in the Juvenile Drug Treatment Court Program to the original requirement by the Administrative Office of Court of an average of 40 clients per month. Client enrollment and maintenance has been significantly lower than average since March 2020 when COVID-19 led to restrictions worldwide, which continues to effect the court system. The Administrative Office of Courts takes an average of the highest three months of enrollment to make that determination. We anticipate a time frame of six months (or by January 2022) to enroll the average of 40 participants per month. The Juvenile Drug Treatment Court is made up of four phases which will last a minimum of six months.

Likewise with the Family Drug Treatment Court, we will implement the services immediately. The Administrative Office of Courts funding is based on services being provided to an average of 20 clients per month. Again, this was averaged by the highest three months of enrollment. The Family Drug Treatment Court is made up of 4 phases and is a minimum of twelve months.

Five Drug Court staff members will attend the August 2021 NADCP Conference in National Harbor, MD and the Fall 2021 MADCP Conference in Natchez, MS to acquire CEU hours required by the Administrative Office of Courts.

C.

TASK TO BE PERFORMED	MONTHS IN PROJECT PERIOD
	01 02 03 04 05 06 07 08 09 10 11 12
1. Enroll/maintain 40 participants in Juvenile Drug Treatment Court.	July 2021 – June 2022
2. Enroll/maintain up to 20 participants in Family Drug Treatment Court	July 2021 – June 2022
3. Attend MADCP Conference	Sept. 2021
4. Attend NADCP Conference	Aug. 2021

Attachment: Justice Assistance Grant (JAG) Drug Court Grant (16097 : Request Approval of Renewal of Application for the Justice Assistant

COREY M. GERBER

4169 C. D. Rayborn Road
Jayess, MS 39641
corgerb@gmail.com
Cell: 601-248-5075

EDUCATION

Mississippi College School of Law

Doctor of Jurisprudence • May 2016

- Recipient of Regions Award Scholarship for Best Paper in Wills and Estates

The University of Southern Mississippi

Bachelor of Science in Human Performance • December 2010

- Recipient School of Human Performance- Physical Education Outstanding Scholarship 2010-2011
- Member of Golden Key International Honor Society

CERTIFICATIONS

Mississippi Bar License MS Bar #105343

Mississippi Class AAA Educator License

Guardian Ad Litem 2016-Present

Parent Defender 2018-Present

EXPERIENCE

Gerber Law Firm

January 2019- Present

Mississippi College School of Law

Mission First Legal Aid Office

Staff Attorney- Parent Representation Program

June 2018- January 2019

- Serve as the Parent Representative for the Rankin County Youth Court.
- Represent low-income parents in abuse and neglect cases in Rankin County Youth Court.
- Communicate with Guardians Ad Litem, Child Protective Services Workers, Court Staff, and parents to assist in locating services that are needed to achieve desired outcomes.

Gerber Law Firm

October 2016- May 2018

- Owner of a solo-practice firm with two employees.
- Represented clients in domestic/ family law matters, personal injury, Mississippi Torts Claim Act cases, real estate, probate, criminal, and youth court matters.
- Conducted legal research and drafted pleadings and other documents.
- Litigated cases and negotiated favorable settlements.
- Served as Guardian Ad Litem and represented indigent clients in criminal matters.

Office of the District Attorney, 14th Judicial District
Legal Intern

January 2016 – April 2016

- Conducted legal research and assisted in case management by reviewing files and making recommendations to staff attorneys and law enforcement based on statute and case law.
- Drafted motions, responses to motions, interoffice memoranda, subpoenas, and other correspondences.
- Reviewed evidence and met with witnesses in preparation for trial and other proceedings.
- Participated in a variety of court proceedings including: jury trials, resentencing hearings, grand jury proceedings, and pre-trial hearings.

Givens Law, PLLC
Legal Clerk

June 2014 – August 2014

- Drafted deeds, wills, interrogatories, complaints, interoffice memoranda, and other correspondences.
- Conducted legal research and made recommendations to supervising attorney based on statute and case law.
- Assisted with title searches and trial preparation.

North Pike School District
Instructor/ Coach

July 2012 – June 2013

- Prepared and implemented lesson plans by using statistical data to monitor and improve teaching methods and student progress.
- Worked collaboratively with other members of teaching staff to draft a school wide curriculum.
- Served as an active member of the Educational Leadership Team and Representative for the middle school science department.
- Recorded and analyzed statistical information to monitor and improve coaching methods and team success.

South Pike School District
Instructor

August 2011 – June 2012

- Prepared and implemented lesson plans for multiple subjects by using statistical data to monitor to improve teaching methods and student progress.
- Worked collaboratively with other members of teaching staff to draft a school wide curriculum.
- Worked with parents and staff to meet the needs of students.

Other

President of the Southwest Mississippi Bar Association- Jan. 2018- June 2018
 Treasurer for the Southwest Mississippi Bar Association- Jan. 2017- Dec. 2018
 Mississippi Mock Trial Judge – 2017

CONNIE COLLIER JONES

RESUME

Work Experience:

February, 1993 - present, Sole practice:

Administer general small town law practice with emphasis on domestic relations, adoptions, probates, guardianships, and conservatorships, involving substantial Chancery litigation. Until 2000, also handled general real estate and bankruptcy; minimal criminal defense in Justice Court and County Court, no jury trials.

Over ten years maintained supervision and payroll of several employees, from one to four;

January 1, 1998 - present:

Public Defender, City of Pelahatchie, MS, monthly litigation and criminal defense;

May 1, 1998 - present:

Part-time Public Defender, Rankin County, MS

Covering Youth Court (through 2008 covering mental commitments), involving weekly litigation;

April, 1991 - January, 1993, Associate at

Adams & Edens, P. O. Box 400, Brandon, MS 39043
(601) 825-9505;

Managed Bankruptcy litigation for mortgage companies as part of the firm's foreclosure process; handled various other cases of the firm as assigned; and served clients whom I attracted to the firm.

November, 1990 - March, 1991, Sole practice, Brandon, MS;

Professional Associations:

Mississippi Bar:

Committees: Unauthorized Practice of Law; Resolutions Committee;
Fee Dispute Resolutions Committee.

Mississippi State Bar Commissioner for Rankin and Madison Counties
1994, 1995, 1996.

Rankin County Bar:

Secretary-Treasurer 1991 - 2008.

Education: B. A. University of Mississippi, August, 1970

Admitted to University of Mississippi School of Law, June, 1988;
 Internship Summer, 1990, Hon. William Houston Brown,
 Bankruptcy Judge, Memphis;

J. D. University of Mississippi, August, 1990

Admitted to practice, Mississippi Bar, September, 1990;

Miscellaneous: Governor's Task Force for the Study of Juvenile Detention Facilities,
 2002-2003;
 Member, Curriculum Committee, Mississippi Juvenile Justice
 Conference 1999 - 2008
 Speaker, Children's Records Law CLE, April, 2003;
 Speaker, Guardian Ad Litem CLE, February, 2004.

Attended Federal Youth Drug Court Training: Point Clear, AL;
 Boston, MA; Atlanta, GA, 2005

Personal Divorced, one son, age 39; member First Presbyterian Church,
 PCA, Jackson, MS; member Chief Red Jacket Chapter, DAR;
 volunteer, Gateway Rescue Mission, Women's Action Committee

CONNIE COLLIER JONES, MS BAR NO. 8713
ATTORNEY AT LAW, PLLC
 2003 Rolling Hill Drive
 Post Office Box 110
 Brandon, Mississippi 39043-0110
 Telephone: (601) 927-7135
 Email: jone3004@bellsouth.net

24 Sandway Court
Brandon, MS 39042
601.927.4597

KatieMitchellLMFT@gmail.com

KATHERINE A. MITCHELL

OBJECTIVE Obtain a position that will promote further enhancement of my therapy and managerial skills

PROFESSIONAL LICENSES & CERTIFICATIONS	▪ Licensed Marriage and Family Therapist – <i>Mississippi</i>	<i>Apr. 2018 – Present</i>
	▪ Licensed Marriage and Family Therapist – <i>Texas</i>	<i>Feb. 2013 – Apr. 2018</i>
	▪ Licensed Chemical Dependency Counselor – <i>Texas</i>	<i>Dec. 2011- Dec. 2017</i>
	▪ Certified Addiction Counselor – <i>Mississippi</i>	<i>July 2010 – June 2012</i>

EXPERIENCE	RANKIN COUNTY YOUTH COURT, PELAHATCHIE, MS	JULY 2017 - PRESENT
	<i>Drug/Intervention Court Coordinator (full-time, 40+ hours/week)</i> ▪ Monitor the Intervention Court Team's progress towards meeting state & national best practice standards, including completion of monthly, quarterly & annual reports; grant writing & reapplications; and assistance in preparing annual budgets; and program data entry & analysis ▪ Supervise 3 staff members who provide case management services to current Juvenile & Family Intervention Court participants (up to 60 clients) ▪ Serve as Evaluation Liaison/Project Lead for RCYC's participation in a 2-year research project designed to test the effectiveness of the new Juvenile Drug Treatment Court Guidelines (1 of 10 courts nationwide)	
	CAL FARLEY'S, LUBBOCK, TX	AUG. 2014 – MAR. 2017
	<i>Director, Family Resource Center – Lubbock Office (full-time, 40+ hours/week)</i> ▪ Assisted families whose children were awaiting placement into the Boys Ranch residential program and providing support to the family during the child's placement & eventual reunification ▪ Provided in-home parenting skills, life skills training, career development skills, & therapeutic support to local families for children with behavior issues	
	THE RANCH AT DOVE TREE, LUBBOCK, TX	JULY 2011 - AUG. 2014
	<i>Compliance Coordinator (full-time, 40+ hours/week)</i> ▪ Organized a multifaceted team of administrative & clinical professionals in preparing four of the agency's major programs to become CARF accredited, including updating all policies & procedures ▪ Developed & maintained an internal auditing system to aid staff in achieving compliance	
	<i>Intensive Outpatient Program Therapist (part-time, 10 hours/week)</i>	<i>June 2012 - Aug. 2014</i>
	▪ Led individual and relational therapy sessions for clients with substance use disorders ▪ Conducted a weekly multi-family process group for clients & their family members	
	<i>Director of Eating Disorder Services (full-time, 40+ hours/week)</i>	<i>Apr. 2013 - Dec. 2013</i>
	▪ Supervised multiple therapists in both residential & outpatient services in the delivery of therapy services for clients with co-occurring substance use disorders & eating disorders ▪ Assessed clients for the appropriate level of care and facilitated group, individual, & family sessions	
	<i>Lead Eating Disorder Therapist (full-time, 40+ hours/week)</i>	<i>July 2011 – Apr. 2013</i>
	▪ Conducted individual, group & family therapy sessions for clients with eating disorders and provided supervision to 3 other staff therapists to provide the best clinical care to clients ▪ Wrote the program curriculum for Ranch2300 (residential eating disorder facility) & the Eating Disorder Track for clients with co-occurring eating disorders & substance dependence	

REGION 8 MENTAL HEALTH CENTER, BRANDON, MS**APR. 2008 – JUNE 2011***Alcohol & Drug Outpatient Services Director (full-time, 40+ hours/week)**Aug. 2010 - June 2011*

- Supervised all alcohol & drug treatment programs, services, & staff in a 5-county catchment area (approximately 15-20 employees)
- Assisted in selection of alcohol & drug services staff and in preparing the annual budget
- Helped write the clinical curriculum for one of the pilot Family Drug Courts in Mississippi

*Alcohol & Drug Services Assistant Director (full-time, 40+ hours/week)**Feb. 2010 - Aug. 2010*

- Assisted in the supervision and management of all alcohol & drug staff members and services
- Provided daily case consultation to staff providing residential & outpatient services
- Maintained all grants pertaining to alcohol & drug services

*Youth Drug Court Therapist (full-time, 40+ hours/week)**May 2009 - Feb. 2010*

- Provided individual, group & family therapy sessions to adolescents with substance use disorders
- Collaborated regularly with court officials in a treatment team setting to decide upon & provide the best services possible

*Outreach/Aftercare Counselor (full-time, 40+ hours/week)**Apr. 2008 – May 2009*

- Facilitated weekly aftercare group sessions for clients who had completed primary treatment
- Conducted individual, couples & family therapy sessions in outpatient & residential settings

PINE GROVE BEHAVIORAL HEALTH/ADDICTION SERVICES, HATTIESBURG, MS**JUNE 2006 – JULY 2007***Intern, Family Week Program (part-time, 3 days/week)*

- Provided therapeutic feedback in group therapy sessions for clients & family members facing addiction
- Presented weekly lectures on genograms & communication skills to family week participants

EDUCATION**MASTER OF SCIENCE IN MARRIAGE & FAMILY THERAPY****AUG. 2005 – AUG. 2007***University of Southern Mississippi, Hattiesburg, MS*

- Honors: 3.7 GPA - Magna Cum Laude Graduate
- Community Involvement: Treasurer for the MFT Student Organization

BACHELOR OF SCIENCE IN HUMAN DEVELOPMENT & FAMILY STUDIES**AUG. 2002 – DEC. 2004****MINOR: Substance Abuse Studies***Texas Tech University, Lubbock, TX*

- Honors: 3.9 GPA - Summa Cum Laude Graduate; Honor's College Graduate; TTU President's List; Gamma Beta Phi & National Society of Collegiate Scholars inductee; Who's Who Among College Students; National Dean's List; Top Honor Graduate/Banner Bearer for the College of Human Sciences
- Community Involvement: Secretary, Association of Students About Services; Food Bank volunteer; Habitat for Humanity volunteer

**LEADERSHIP &
PROFESSIONAL
AWARDS**

- *June 2020*: Appointed to the NADCP/NCJFCJ Juvenile Drug Treatment Court Project Advisory Board for the JDTC Training & Technical Assistance Project (1 of 10 JDTC employees selected nationwide)
- *Nov. 2019 - Present*: Member – MS AOC Intervention Courts Case Management Selection Board
- *June 2019*: Completion of EMDR Basic Training (EMDRIA approved)
- *Apr. 2019*: GAIN Certified Administrator
- *Feb. 2019*: Completed Parent Project Senior Training class (40 hours)
- *Dec. 2010*: Region 8 Alcohol & Drug Services Employee of the Year
- *Dec. 2009*: Region 8 Direct Service Award

REFERENCES

Available Upon Request

JOB DESCRIPTIONS OF PERSONS EMPLOYED THRU GRANT

Prosecutor

Roles & Responsibilities – The Intervention Court Prosecutor provides initial participant referral information to the team, and is responsible to make sure that the participants are complying with the program requirements. The Prosecutor also reviews all potential participants for eligibility, actively participates in case staffings, and interacts with the team to address the application of sanctions and incentives as they apply to each participant. The Prosecutor represents the State's interests during the case review in light of what is in the participant's best interest.

Public Defender

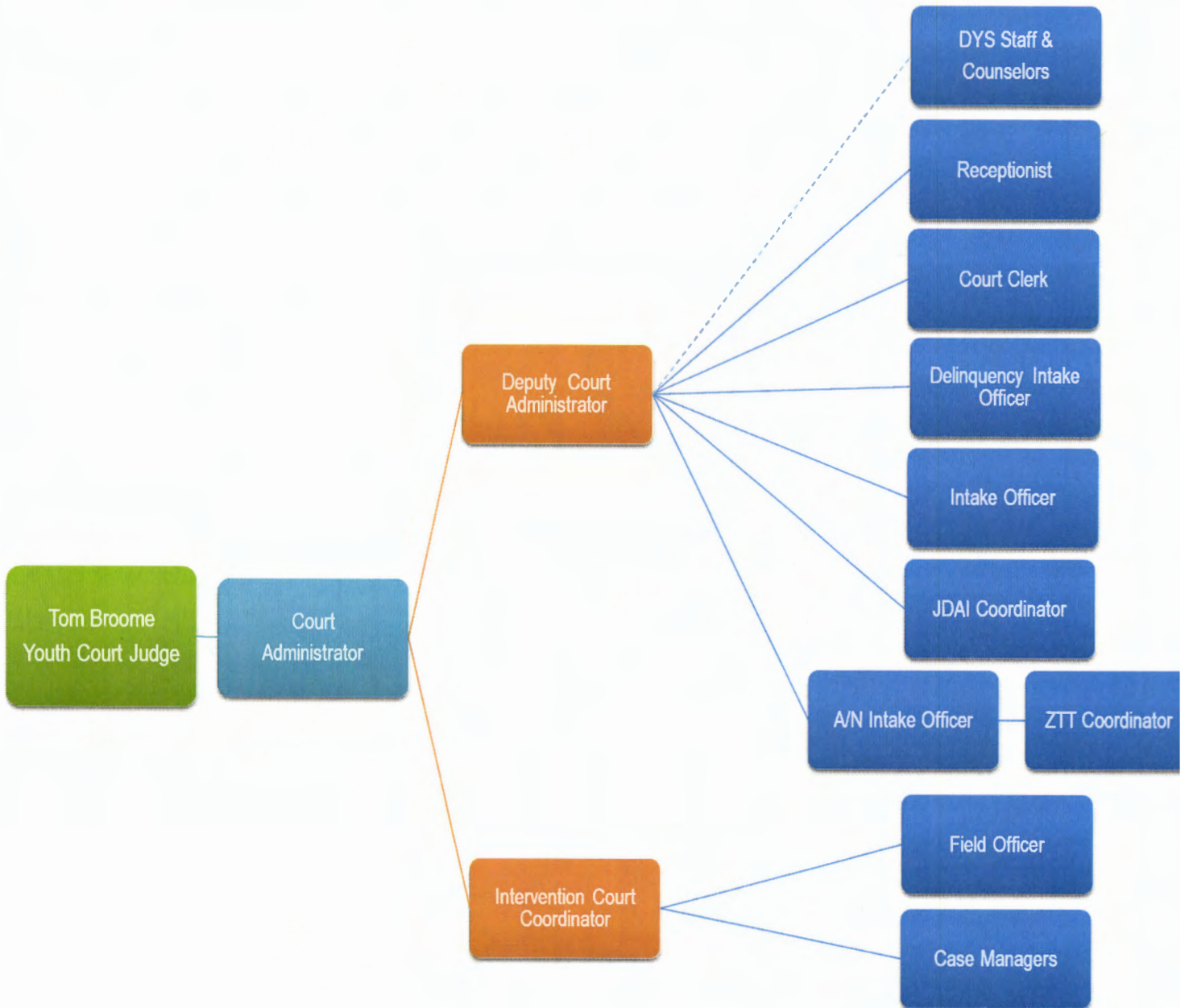
Roles & Responsibilities – This position involves the responsibility of handling legal matters for juveniles who have been alleged to be delinquent children. The work may include analyzing and interpreting local policies; preparing documents and instruments for administrative decisions and actions; orienting the youth and their family to the JIC Program; and representing the youth's rights during court and case review. Supervision is received from the Youth Court Judge for all court matters, however supervision for daily activity (e.g. work schedule, professional conduct, etc.) is received from the Court Administrator.

Intervention Court Coordinator

Roles & Responsibilities – This is a professional position involving the overall management of the Juvenile Intervention Court (JIC) program. This person shall be responsible for management and coordination of JIC functions and operations. This person shall also be responsible for the JIC's compliance with all legislation and rules as they apply to the program. They will provide supervision to other JIC staff and coordination between team members. The Coordinator monitors the team's progress toward goals; ensures follow-up to action plans; & maintains a regular system of data entry.

RANKIN COUNTY YOUTH COURT ORGANIZATION CHART

Adopted: 2019



Attachment: Justice Assistance Grant (JAG) Drug Court Grant (16097 : Request Approval of Renewal of Application for the Justice Assistant



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

SUSTAINABILITY PLAN

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PART IV:

Drug courts in the state of Mississippi operated for 12 years in which funding was provided by the state. The allocated funds were produced by collecting a ten dollar (\$10) assessment on all criminal fees. This generated roughly \$4.25 million per year.

During the Regular Session of the 2008 Mississippi Legislative Session, the existing drug court law was modified to require the State Drug Court Advisory Committee to develop a plan to expand drug courts statewide and to increase participation rates among existing programs. With this successful accomplishment, Mississippi was the sixth state that can claim a true state-wide drug court program. Since 2008, program numbers have increased, in addition to the number of individuals served. Mississippi currently has 40 drug courts, consisting of 3 family drug treatment courts (60 participants in 2018), 12 juvenile drug treatment courts (267 participants in 2018), 2 misdemeanor adult drug courts, and 25 adult felony drug courts.

In the past two fiscal years, the Mississippi Legislature has completely revamped how it funds State Government. Whereas in the past the majority of services was previously funded through assessments on criminal cases (e.g. drug court which was a \$10 assessment), the Legislature has now stopped using that method. Instead of using special funds, the Legislature has swept all those assessments into the general fund and appropriates them. Thus, appropriations now are made to the Administrative Office of Courts to fund drug courts throughout the State. This has now caused the State Drug Court Advisory Committee to not be able to know what the Legislature will fund each year. In the past the assessment revenue was somewhat steady, but now the Committee has to compete against all other state agencies and entities for appropriated dollars. This has led to a significant reduction in funds for juvenile and family drug treatment courts.

This trend started even before the sweep of all special fund assessments. Juvenile drug court budgets were cut 58% prior to that move by the Legislature through a change in fiscal year starts and stops, as well as an effort to shore up funding for adult drug courts. In addition, juvenile & family drug treatment courts do not collect fines or participation fees from participants like adult drug courts do, so this also decreases the amount of funds available. During the subsequent fiscal years, some funding was restored however both the Juvenile and Family Drug Courts are operating on a limited budget and respectfully request assistance to maintain/enhance services to our clients.

The State Drug Court Advisory Committee will continue to seek all available options to increase the appropriations for drug courts throughout the State. However, we are only guaranteed whatever funds the Legislature will appropriate. Grant funding and participant fees are the only other revenue options; and with youth and families, participant fees are not a viable option insomuch as children cannot be expected to pay for services. Additionally, monies that are taken from family budgets, often leads to issues of neglect due to the inability to provide food, clothing and shelter from dire economic circumstances. The Committee will advocate for increased funding from the Legislature, but help is needed to fund juvenile and family drug treatment courts.

Current Funding Sources:

AOC Drug Court Funding – Juvenile Drug Treatment Court: \$125,000.00 & Family Drug Court: \$65,000.00

Department of Justice Funding – OJJDP JDTC Enhancement Grant - \$108,959.00

Attachment: Justice Assistance Grant (JAG) Drug Court Grant (16097 : Request Approval of Renewal of Application for the Justice Assistant



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

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Grant No.

BUDGET CATEGORY	REQUESTED BUDGET	DPSP USE ONLY APPROVED BUDGET
A. PERSONNEL:		
TOTAL PERSONNEL	82,508.66	
B. FRINGE		
2. FICA Match	6,262.88	
3. Retirement Match	14,257.65	
4. Other	9,075.82	
TOTAL FRINGE	29,596.35	
C. EQUIPMENT		
TOTAL EQUIPMENT		
D. TRAVEL		
2. Commercial Carrier		
3. Meals		
4. Lodging		
5. Other		
TOTAL TRAVEL		
E. OPERATING EXPENSE		
2. Rental		
3. Printing and Reproduction		
4. Communications (Telephone, Postage)		
5. Other		
TOTAL OPERATIONAL EXPENSES		
F. CONTRACTUAL SERVICES		
2. Contracts w/Organizations		
TOTAL CONTRACTUAL SERVICES	74,250.00	
G. MISCELLANEOUS		
2. Training Materials		
3. Other		
TOTAL MISCELLANEOUS		
H. TOTAL PROJECT BUDGET	\$186,355.01	

SUMMARY FUNDING DATA

	Federal	%	State/Local	%	TOTAL	%
REQUESTED BUDGET	186,355.01	100		0	186,355.01	100
APPROVED BUDGET						

Budget Prepared By: Katie Mitchell, Drug/Intervention Court Coordinator

Attachment: Justice Assistance Grant (JAG) Drug Court Grant (16097 : Request Approval of Renewal of Application for the Justice Assistant



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
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BUDGET NARRATIVE

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A. PART VI: Personnel:

<u>Name of Employee</u>	<u>Title</u>	<u>% of Time Devoted to Project</u>	<u>Date Hired</u>	<u>Salary Rate</u>
Katie Mitchell	Coordinator	100%	07/17/2017	\$55,684.92 (annual)
Connie Jones	Public Defender	As needed	05/01/1998	\$13,000 (annual stipend)
Lindsey Tomlinson	Public Defender	As needed	05/17/2021	\$13,000 (annual stipend)
Corey Gerber	Prosecutor	10%	04/01/2019	\$76,994.76 (annual)
Total Salaries & Wages				\$89,384.40
***July will be subtracted due to extension of the 19DC1611 grant.				<u>-\$6,875.74</u>
= Total Personnel				<u>\$82,508.66</u>

Funding is requested to pay for the full salary of Katie Mitchell (Drug Court Coordinator), the contracts/stipends for Connie Jones (Public Defender) & Lindsey Tomlinson (Public Defender), and a portion of the Prosecutor's salary (Corey Gerber). Katie Mitchell is a full-time employee and will require forty hours of work per week. The two Public Defenders have taken on additional responsibilities and require more appearances due to drug courts. The Youth Court has provided them a stipend to pay for their additional responsibilities. Also, the Prosecutor is a full-time employee however he will dedicate 10% of his time to drug courts. The salaries listed include an expected cost of living increase which would begin on October 1, 2021. Rankin County pays on a bi-weekly schedule. **Rankin County Youth Court will be applying for an extension of last year's grant which covers the salaries for the month of July 2021. This brings the total cost of personnel to \$82,508.66.

B. Fringe Benefits: Based on gross salary.

	SS & Medicare Match	Retirement Match	Other Fringe Benefits
Katie Mitchell	<u>\$4,260.00</u>	<u>\$9,690.00</u>	<u>\$ 8,994.00</u>
Connie Jones	<u>\$995.00</u>	<u>\$2,262.00</u>	
Lindsey Tomlinson	<u>\$995.00</u>	<u>\$2,262.00</u>	
Corey Gerber (Prosecutor)	<u>\$5,890.00</u>	<u>\$13,398.00</u>	<u>\$ 9,069.00</u> (calculated at 10%)
Total Soc. Sec. and Medicare Match			<u>\$ 6,832.80</u>
+	Total Retirement Match		<u>\$ 15,553.80</u>
+	Total Other		<u>\$ 9,900.90</u>
-	July 2021 covered by extension of the 19DC1611 grant		<u>-\$ 2,691.15</u>
=	Total Fringe		<u>\$ 29,596.35</u>

Attachment: Justice Assistance Grant (JAG) Drug Court Grant (16097 : Request Approval of Renewal of Application for the Justice Assistant



STATE OF MISSISSIPPI
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BUDGET NARRATIVE

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PART VI: (continue)

C. Contractual Services for Treatment:

The Board of Supervisors will enter into a contract with Region 8 Mental Health to provide Intensive Outpatient Therapeutic Services and/or Outpatient Substance Use Disorder therapy services for forty (40) juveniles per month enrolled in the Juvenile Drug Treatment Court Program for a cost of \$44,000.00 annually. The Board of Supervisor has entered into a similar contract with Region 8 Mental Health to provide Intensive Outpatient Therapeutic Services and follow up therapeutic counseling for twenty (20) adults per month enrolled in the Family Drug Treatment Court Program. The funding needed for 20 participants in the Family Drug Treatment Court Program will be \$37,000.

Contractual Service	Amount
Juvenile Drug Treatment Court	\$44,000
Family Drug Treatment Court	<u>\$37,000</u>
July 2021 covered by extension Of the 19DC1611 grant	<u>-\$6,750</u>

Total Contractual Services: \$74,250

The total budget request is **\$74,250**.

We respectfully request the ability to modify this budget should it be needed. Thank you for your consideration.

Attachment: Justice Assistance Grant (JAG) Drug Court Grant (16097 : Request Approval of Renewal of Application for the Justice Assistant



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

11.B.a

DPSP Use
Only

Grant No.

PART VII: EVALUATION PLAN

Juvenile Drug Treatment Court – The Juvenile Drug Treatment Court will gather data using the CaseWorx case management system. This data can be used to determine program needs or local trends in drug usage. Information including school attendance, demographic information, grades, drug usage, and therapy sessions attended will be collected. The Court will also evaluate recidivism rates of those who participate in the Juvenile Drug Treatment Court program versus those who do not. Rankin County Youth Court is also completing 3 years of participating in the OJJDP Evaluation Project, collecting and providing JDTC data to researchers at Chesnut Health Systems, Carnevale, & OJJDP, in order to hopefully evaluate the effectiveness of Juvenile Drug Treatment Courts. As part of the OJJDP JDTC Enhancement Grant, Rankin County Youth Court continues to provide data to Dr. Sheena Gardner with Mississippi State University for track participant outcomes and trends; fidelity to evidence-based treatment models; drug testing results; attendance to court hearings and therapy sessions; and incentives and sanctions. The Juvenile Drug Treatment Court also intends to continue use of the statewide Drug Court automated information system, CaseWorx, which replaced DCCM in January 2021.

Family Drug Treatment Court – The Family Drug Treatment Court plans to gather data regarding each parent/custodian who enters the program to help determine effectiveness of the program. We will be gathering information such as employment records, drug usage, therapy attendance, arrest records, and continued referrals to Youth Court. The drug usage will be tracked by the random drug test screens given to each participant and a record of each test and the outcome will be gathered for the Family Drug Treatment Court Team's usage. The Family Drug Treatment Court will also be able to track any other new allegations of abuse or neglect by review of the MYCIDS statewide automated system. The Family Drug Treatment Court intends to continue to use the statewide Drug Court automated information system, CaseWorx.

Attachment: Justice Assistance Grant (JAG) Drug Court Grant (16097 : Request Approval of Renewal of Application for the Justice Assistant



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

NON-SUPLANT CERTIFICATION

DPSP Use
Only

Grant No.

PART VIII:

The Rankin County Board of Supervisors – Youth Court (Applicant) hereby assures that the federal funds will not be used to supplant state or local funds and those federal funds will be used to supplement existing funds for program activities and not to replace those funds that have been appropriated for the same purpose.

Signature: _____

Jared K. Morrison
(Chief Executive Officer)

Title: Rankin County Board of Supervisors President

Date: _____

May 14, 2021

Attachment: Justice Assistance Grant (JAG) Drug Court Grant (16097 : Request Approval of Renewal of Application for the Justice Assistant



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

11.B.a

DPSP USE
ONLY

Grant No.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

PART IX:

A. The _____ (Applicant) hereby certifies that it has formulated an Equal Employment Opportunity Program in accordance with 28 CFR 42, 301, et seq., Subpart E of the Code of Federal Regulations, and that it is on file in the office of:

Name _____

Address _____

Title _____

for review or audit by officials of the Division of Public Safety Planning or the Office Programs, U.S. Department of Justice as required by relevant laws or regulations.

B. The Rankin County Board of Supervisors – Rankin County Youth (Applicant) hereby certifies that it is in compliance with the terms and conditions of 28 CFR 42, 301, et seq., and is not required to file an Equal Employment Opportunity Program.

Attachment: Justice Assistance Grant (JAG) Drug Court Grant (16097 : Request Approval of Renewal of Application for the Justice Assistant

Equal Employment Opportunity Plan

Rankin County, Mississippi

Adopted July 2013

It is the policy of Rankin County, Mississippi to provide equal employment opportunity in county government for all persons. Rankin County, Mississippi does not discriminate in employment on the basis of race, color, religion, national origin, age, sex, disability or handicap status. Rankin County, Mississippi, seeks to promote the full utilization of all incumbent employees of Rankin County, Mississippi.

Rankin County will utilize this policy in recruitment, hiring, training and promotion at all levels of compensation, benefits, transfers, assignments, layoffs, returns from layoff, demotions, and terminations.

It is not the intent of this policy to permit or require the lowering of bona fide job requirements or qualification standards in order to give preference to any employee or applicant for employment. Selection, hiring, placement and promotion decisions will be based on common sense requirements and criteria that are job related, essential and necessary functions of the job.

Rankin County will provide, when necessary and economically feasible, common sense, reasonable accommodations to applicants' and/or employees' disabilities, when doing so will enable them to successfully perform the essential functions of the job for which they are qualified.

Rankin County prohibits retaliatory actions against employees or applicants for employment, who make a charge of employment discrimination, testify, assist or participate, in any manner, in a hearing, proceeding or investigation of employment discrimination.

Rankin County is an equal opportunity employer and believes that every employee has the right to work in surroundings which are free from unlawful discrimination.

It is the policy of Rankin County to be fair and impartial in all of its relations with employees and to recognize the dignity of the individual. Rankin County will work toward attaining a workforce which approximates the representation of women, minorities and the disabled that are found in the general population of the county. Rankin County strives to maintain an environment ensuring recognition of each employee's efforts, achievements and cooperation. Employees will be treated impartially and allowed, without prejudice, to advance in the organization, as their abilities warrant and as openings occur. Rankin County will promote and afford equal treatment and service to all employees and citizens.

The Job Categories listed in the following tables were obtained by cross referencing with the U.S. Census Bureau, the Department of Labor and the Equal Employment Opportunity Commission. The following is a list of the Job Categories and definitions used to complete the analysis for this Plan:

Officials/Managers - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or indirect individual departments. This category includes titles such as department heads, directors, deputy directors, etc.

Professionals - Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experiences and other training which provides comparable knowledge. Includes: accountants, deputies, engineers, surveyor.

Technicians - Occupations, which require a combination of basis scientific or technical knowledge and manual skill, which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, drafters, survey and mapping technicians, radio operators, technicians, inspectors, first-line supervisors.

Protective Services: Sworn - Occupations in which sworn workers are entrusted with public safety, security and protection from destructive forces. Includes: deputies, jailers, bailiffs.

Protective Services: Non-Sworn - Occupations in which workers provide assistance, guidance, or protection in a specific area. Includes: animal control workers and other protective service workers.

Administrative Support - Occupations in which workers are responsible for internal and external communications, recording and retrieval of data and/or information and other paperwork required in an office. Includes: customer service, payroll clerks, dispatchers, secretaries, receptionists, etc.

Skilled Craft - Occupations in which workers perform duties which require manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics, equipment operators, road maintenance workers, first-line supervisors of mechanics and other skilled crafts people.

Service Maintenance - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Includes: grounds-keepers, sewer workers, garage laborers, custodial personnel.

Table A- provides an analysis of Rankin County's full-time workforce classified by job category, gender, and race/national origin. The Table shows the workforce in percentages only, which reflect the portion of people in each job category of a given sex and race/national origin.

These figures are based upon the Human Resources Department's employee data as of the last pay period preceding the adoption of this policy. Employment numbers are for full-time employees only.

Table A

Rankin County's Workforce Analysis

JOB CATEGORY	Total	MALE					FEMALE				
		W	B	H/L	ASIAN	AI/AN	W	B	H/L	ASIAN	AI/AN
Officials/Managers	100.0%	.86	.03	N	N	N	.11	N	N	N	N
Professionals	100.0%	.50	.20	N	N	N	.30	N	N	N	N
Technicians	100.0%	.80	.20	N	N	N	N	N	N	N	N
Protective Services	100.0%	.71	.08	.02	N	N	.13	.06	N	N	N
Admin. Support	100.0%	.10	N	N	N	N	.80	.10	N	N	N
Skilled Craft	100.0%	.71	.29	N	N	N	N	N	N	N	N
Service/Maintenance	100.0%	.47	.47	N	N	N	N	.06	N	N	N

TOTALS W=.82, B (and other) = .18
 M=.63, F=.37

W White
 B Black of African American
 H/L Hispanic or Latino Ethnicity
 Asian/Pacific Islander Asian
 AI/AN American Indian or Alaska Native

Table B provides an analysis of Rankin County, Mississippi's workforce (age 18 and over) classified according to sex and race/national origin.

The Table shows the workforce as percentages only, the percentage of residents of given race/national origin were applied to the total number in the workforce age 16 and over. The assumption is that the number in the workforce is represented equal to the total population.

Table B:

Rankin County Census		
Gender	Number in Work Force	Percentage of Work Force
Male	42,265	.4847
Female	44,939	.5153
Total	87,204	1.000
Race	Number in Work Force	Percentage of Work Force
White	70,435	.8077
Black or African/American	16,769	.1923
American Indian and Alaska Native	N	N
Asian	N	N
Native Hawaiian and Other Pacific Islander	N	N
Total		
Source: U.S. Census Bureau Population Estimates Program		
An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.		

After reviewing the outcome of the utilization analysis, Rankin County is comfortable that employment practices are without bias and result in fairness to both genders and all races and ethnicities.

Rankin County is committed to moving its workforce profile toward a reasonable representation of the available labor force in the county. Rankin County pursues the following objective:

It is Rankin County's desire to maintain personnel recruiting, hiring, and promotion practices that foster equal opportunity for employment and advancement. Rankin County may monitor and evaluate from time to time its employment practices to determine outcomes.

It is the responsibility of the Human Resource Department to manage this EEOP. Compliance reviews may be conducted to determine as much as possible that promotions and job opportunity decisions are made in accordance with the EEOP and that these decisions are based upon valid relevant factors with respect to ability, performance, potential and bona fide occupational qualification.

The Human Resource Department may take the following steps to achieve these objectives:

Continue to publicize job opening announcements through proper channels and post job openings on Rankin County's website to maximize outreach to all potential applicants.

Review as necessary (in the sole discretion of Rankin County) Rankin County's recruitment and hiring methods, practices and policies, to determine that equal opportunity for employment with Rankin County remains a priority consideration.

Review performance evaluations from time to time with an eye toward determining that fairness across departments, teams and supervisors is achieved as much as possible.

Evaluate the employee selection process including the application forms, interviewing procedures, and the final selection process to promote job relatedness.

Review job descriptions from time to time to consider potential barriers that could adversely affect the intent of the EEOP.

All applications for employment will continue to contain an Equal Employment Opportunity (EEO) policy statement.

The County's personnel function will continue to message official contact documents with the statement "Equal Opportunity Employer" as well as employment notices or advertisements.

This EEOP will remain available for inspection and review pursuant to Miss. Code Ann. § 25-61-1 (1972), as amended.

Job announcements will be distributed to the recruiting sources, encouraging them to refer qualified applicants, and to assist in the implementation of Rankin County's Equal Employment Opportunity Plan (EEOP).

"Equal Employment Opportunity is the Law" posters will continue to be posted at appropriate places throughout the work environment of the county.

Supervisors and employees involved in recruiting will continue to receive training in this EEOP, as well as state and federal laws that are applicable.

Elected officials, department heads and supervisory personnel will be provided a copy of the EEOP to ensure they are familiar with the EEOP objectives.

THIS EQUAL EMPLOYMENT OPPORTUNITY PLAN WAS ADOPTED BY RANKIN COUNTY, MISSISSIPPI, on the 17th day of June, 2013, by majority vote of the Rankin County Board of Supervisors at a meeting thereof.

RANKIN COUNTY, MISSISSIPPI
RANKIN COUNTY BOARD OF SUPERVISORS



BY:

Watson Johnson
PRESIDENT

ATTEST:

[Signature]
CLERK OF THE BOARD



BOARD OF SUPERVISORS

"Government of the People"

211 E. Government St., Suite A
Brandon, Mississippi 39042

Telephone: (601) 825-1475
Fax: (601) 825-9600

Completed by: Jared Morrison
Rankin County Board of Supervisors

Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

(1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE? NO

(2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1? NO

(3) If yes to either: N/A

- Please provide a copy of each law or policy;
- Please describe each practice; and
- Please explain how the law, policy, or practice complies with section 1373.

Note: Responses to these questions must be provided by the applicant to the MS Department of Public Safety & Planning as part of the JAG application. Further, the requirement to provide this information applies to all tiers of JAG funding, for all subawards made to state or local government entities, including public institutions of higher education.

Respectfully submitted,

Jared Morrison, President
Rankin County Board of Supervisors



Wanda Martin

Log Out

- ⚠️ ALERT: SAM.gov will be completely unavailable due to scheduled maintenance from Friday, May 21 at 4:00 PM EST through Monday, May 24 at 9:00 AM EST as it is upgraded to the modernized environment. [Learn more.](#)
- ⚠️ ALERT: Small business owners who seek to participate in the Restaurant Revitalization Fund (RRF) will not be required to have a DUNS Number, will not need to register in SAM.gov, and will not need a CAGE Code. SBA will share more information on the RRF soon. Visit [SBA](#) to stay informed.
- ⚠️ ALERT: Each entity registration expiring between April 1 and September 30, 2021 will have an additional 180 days added to its expiration date. Read more about the extension on [Interact](#).
- ⚠️ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 05/15/2021 from 8:00 AM to 1:00 PM.
- ⚠️ ALERT: Shuttered Venue Operators Grant (SVOG) Applicants - Applicants for relief under the SVOG program are required to register in SAM.gov. If you have submitted your SAM.gov registration, but the registration is not yet active, you can still apply for relief under the SVOG program. During the SVOG application process, you will have to attest that you have submitted your SAM.gov registration. To stay informed, please visit [SBA](#).

Learn About Registration Status

[How do I start a new registration?](#)[What is Draft status?](#)[What is Work in Progress status?](#)[What is Submitted status?](#)[What is Active status?](#)[What is Expired status?](#)

What If?

[What if my entity fails TIN validation?](#)[What if my entity fails CAGE Code validation?](#)[What if I still need help?](#)

What's Next?

[Find Your Registration in SAM](#)

SAM Status Tracker

Check Entity Registration Status

Page Description

You can quickly check an entity's registration status in SAM by entering a DUNS Number or CAGE Code. The SAM Status Tracker will show you the current status of that entity's most recent record, as well as tell you what steps are left to complete based on why they are registering.

The SAM Status Tracker only returns the registration status for publicly-searchable registration records. If you are a Federal government user, select Search Records in the main navigation menu to view registrations or data that are not publicly available. Results are based on your account type and data access level.

Use the SAM Status Tracker Now

Check registration status by typing in a DUNS Number.

DUNS Number 098170970 Plus 4 (Optional)

Or, check registration status by typing in a CAGE Code.

CAGE Code

Search

Clear

Rankin, County of
Status: Active

Your registration was activated on Aug 24, 2020. It expires on Aug 24, 2021 which is one year after you submitted it for processing.



Core Data

Completed



Assertions

Not Required



Reps & Certs

Not Required



POCs

Completed



Submit

Completed



Processing

Completed



Active

Completed



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

[Log In](#)

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- ⚠ **ALERT:** SAM.gov will be completely unavailable due to scheduled maintenance from Friday, May 21 at 4:00 PM EST through Monday, May 24 at 9:00 AM EST as it is upgraded to the modernized environment. [Learn more.](#)
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Entity Dashboard

Rankin, County of

DUNS: 098170970 CAGE Code: 3XKH1

Status: Active

Expiration Date: 08/24/2021

Purpose of Registration: Federal Assistance Awards Only

221 North Timber Street

Brandon, MS, 39042-3193,

UNITED STATES

Entity Overview

Entity Registration

Core Data

Assertions

Reps & Certs

POCs

Exclusions

Active Exclusions

Inactive Exclusions

Excluded Family Members

[RETURN TO SEARCH](#)

Entity Registration

Page Description

This page contains a view of the entire Entity Registration record. To print or save a copy of this registration, select Print. To view a specific section of the registration, select one of the sub-navigation links (for example, Core Data or POCs) under Entity Registration. To access a previous version of this registration, pick from the record drop-down list then select View Selected Record. The page will reload to display the record.

[PRINT](#)

Current Record



[View Selected Record](#)

DUNS Number:

098170970

D&B Legal Business Name:

Rankin, County of

Doing Business As:

Board Of Supervisors

Core Data

Business & TIN Information:

Business Information:

Business Start Date: 01/01/1900

Fiscal Year End Close Date: 09/30

Company Division Name:

Company Division Number:

Corporate URL:

Congressional District: MS 03

Initial Registration Date: 06/29/2004

Submission Date: 08/24/2020

Activation Date: 08/24/2020

Expiration Date: 08/24/2021

Physical Address:

Address Line 1: 221 North Timber Street
City: Brandon
State/Province: MS
Country: UNITED STATES
ZIP/Postal Code: 39042 - 3193

Mailing Address:

Address Line 1: 211 E. Government St. Ste. A
Address Line 2:
City: Brandon
State/Province: MS
Country: UNITED STATES
ZIP/Postal Code: 39042 - 3193

CAGE/NCAGE Code

CAGE: 3XKH1

General Information

Country of Incorporation:

State of Incorporation:

Business Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the [SBA's Dynamic Small Business Search](#) if the entity completed the SBA Supplemental Pages during registration.

Government Type

U.S. Local Government

County

Entity Structure

U.S. Government Entity

Entity Type

US Local Government

Purpose of Registration

Federal Assistance Awards

Financial Information

Do you accept credit cards as a method of payment? No

Account Details:

CAGE Code: 3XKH1

Electronic Funds Transfer:

Automated Clearing House (ACH):

Executive Compensation Questions

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results: **Yes**

Representations and Certifications**Grants Certifications**

The Grants Certifications are a common set of certifications and representations required by Federal statutes or regulations in accordance with the grants guidance under Title 2 of the Code of Federal Regulations (2 CFR 200.208 Certifications and Representations). Those non-Federal entities who intend to apply for, or are already recipients of Federal grants or agreements, must read and agree to the corresponding certifications and representations. Registrants who reply yes to the following question are required to keep these certifications and representations current, accurate, and complete as part of their entity registration.

Does Rankin, County of wish to apply for a Federal financial assistance project or program, or is Rankin, County of currently the recipient of funding under any Federal financial assistance project or program? **Yes**

Points of Contact**Mandatory Points of Contact:****Accounts Receivable POC****Electronic Business POC**

Title:	Comptroller
First Name:	Wanda
Middle Name:	
Last Name:	Martin
US Phone:	(601)824-2436
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	211 E. GOVERNMENT ST.
Address Line 2:	
City:	BRANDON
State/Province:	MS
Country:	UNITED STATES

ZIP/Postal Code: 39042 - 3151

Government Business POC

Title: Comptroller
First Name: Wanda
Middle Name:
Last Name: Martin
US Phone: (601)824-2436
Extension:
NON US Phone:
Notes:
Address Line 1: 211 E. GOVERNEMENT ST., ST. A
Address Line 2:
City: BRANDON
State/Province: MS
Country: UNITED STATES
ZIP/Postal Code: 39042

Optional Points of Contact:**Electronic Business Alternate POC**

Title:
First Name: LAURA
Middle Name:
Last Name: OSTER
US Phone: (601)824-2594
Extension:
NON US Phone:
Notes:
Address Line 1: 211 E. GOVERNMENT ST.
Address Line 2: SUITE A
City: BRANDON
State/Province: MS
Country: UNITED STATES
ZIP/Postal Code: 39042 - 3151

Government Business Alternate POC

Title: Assistant Comptroller
First Name: Rebekah
Middle Name:
Last Name: Whittington
US Phone: (601)824-2568
Extension:
NON US Phone:

Notes:

Address Line 1:

211 E. GOVERNMENT ST., ST A

Address Line 2:

City:

BRANDON

State/Province:

MS

Country:

UNITED STATES

ZIP/Postal Code:

39042



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Attachment: Justice Assistance Grant (JAG) Drug Court Grant (16097 : Request Approval of Renewal of Application for the Justice Assistant

Data Sheet for Drug Court Programs

Division of Public Safety Planning
1025 Northpark Drive
Ridgeland, MS 39157

Please Check: ☒ Initial Application

Section I- Court Information:

Court Name: Rankin County Youth Court

Address: 100 Court Cove, Pelahatchie, Mississippi 39145

Phone Number: 601-824-2545 Fax Number: 601-591-4788

Drug Court Judge: Tom Broome

Section II- Drug Court Description: (choose all that apply)

Type of Drug court

☐ ADULT ☒ YOUTH ☒ FAMILY ☐ FELONY ☐ MISDEMEANOR ☐ DUI/SOBRIETY

Stage of Court

☐ PLANNING ☒ OPERATIONAL (give month and year began) JDTC – Oct. 2006; FDC – Oct. 2010

Has this court received formal training in establishing a drug court? If answer is yes, please list who provided the training and when the training was provided.

☐ NO ☒ YES (list)

Training was provided by the Office of Justice Programs, U.S. Department of Justice in collaboration with the National Council of Juvenile and Family Court Judges in 2005 for Juvenile Drug Court.

What is the length of the Program?

Juvenile Drug Treatment Court – minimum of 6 months

Family Drug Treatment Court – minimum of 9 months

☒ ADULT MALES
☒ JUVENILES
☒ FIRST-TIME OFFENDERS
☒ PROBATION VIOLATORS
☒ OFFENDERS WITH A SUBSTANCE ADDICTION *(controlled or other)*

☒ ADULT FEMALES
☒ NON-VIOLENT OFFENDERS
☒ REPEAT OFFENDERS
☐ PAROLE VIOLATORS

Juvenile Drug Treatment Court – When a juvenile is booked in to the Juvenile Detention Center for any delinquent act, a mental health screening will be conducted by Region 8 Mental Health. If upon that screening, the evaluator detects need for further evaluation for substance abuse then that child may be referred to the Juvenile Drug Court Program. Also, any other juvenile justice professional may ask that further evaluation take place to determine need for services.

Juvenile Drug Treatment Court – Once it is determined that further evaluation is needed, then the youth has a screening conducted by a JDTC court staff member to see if the youth meets the appropriate risk levels for substance use & crime/violence factors. If so, they are enrolled in the program & referred to a treatment provider for LOC determination.

Does the drug court have phases?
☐ NO ☒ YES (Explain below)

<i>PHASE</i>	<i>APPROXIMATELY HOW LONG?</i>
Phase 1	10 weeks
Phase 2	10 weeks
Phase 3	8 weeks
Phase 4	8 weeks

Does the drug court have Aftercare Services or an Aftercare Phase available to participants?

☐ NO ☒ YES (Explain below)

The last phase for both programs is considered as transition towards aftercare. Region 8 Mental Health provides individual & group Aftercare/Recovery Support sessions for up to 1 year for JDTC & FDC graduates. FDC graduates may also participate in Aftercare/Recovery Support Group weekly at Region 8 for as long as they choose to do so.

Section III- Available Services: (choose all that apply)

- | | |
|--|--|
| ☐ Detoxification | ☐ In-patient <i>(up to 28 days)</i> |
| ☐ Substance Abuse Residential | ☐ Probation Residential Services |
| ☐ Half-way House | ☐ Three-quarter house |
| ☒ Intensive Outpatient | ☒ Outpatient |
| ☐ Methadone Treatment <i>(Medically Supervised)</i> | ☐ Early Recovery |
| ☒ Relapse Prevention | ☒ Group Counseling |
| ☒ Individual Counseling | ☒ Family Therapy |
| ☒ Mental Health | ☐ Day Reporting |
| ☐ Day Treatment | ☐ Academic/GED/Vocational |
| ☐ Job Training | ☒ Parenting Classes |
| ☐ Childcare | ☐ Housing |
| ☐ Primary Health/Dental Care | ☒ AA/NA/CA |
| ☒ Other Support Groups | ☒ Life Skills |
| ☒ Cognitive Behavioral / Restructuring | ☐ Other <i>(List)</i> _____ |

The above marked services are the primary services offered through our treatment providers. However for additional costs, clients also have the option of participating in the following services: Substance Abuse Residential Treatment; inpatient crisis treatment; detoxification services; assistance in applying for Halfway House or long-term transitional services; collaboration with outside probation entities; and referral to methadone treatment services and academic services if needed and/or desired.



BOARD OF SUPERVISORS

"Government of the People"

211 E. Government St., Suite A
Brandon, Mississippi 39042

Telephone: (601) 825-1475
Fax: (601) 825-9600

Office of Justice Programs Request for Match Waiver Rankin County Youth Court

Waiver Requested By: Keith Hicks
Rankin County Board of Supervisors

Award Number: 20DC1611
Award Project Period: August 1, 2021 – June 30, 2022

Rankin County Youth Court

The Rankin County Youth Court is submitting a Request for a Match Waiver for the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) award. The Rankin County Youth Court is applying for this waiver on the basis of a significant reduction in Juvenile and Family Drug Treatment Court funding approximately 8 years ago, in which state funding for the Juvenile Drug Treatment Court's budget was reduced by 58% and the Family Drug Court budget was eliminated altogether. The funding opportunity that this grant provided us restored both programs to its original function. Additionally, the Mississippi Legislature swept all the special fund accounts including the State Drug Court Funds which has resulted in a significant funding decline for all Juvenile Drug Treatment Courts.

This waiver is also being applied for on the basis of the ongoing COVID-19 Pandemic. Mississippi's unemployment rate has skyrocketed since March 2020, with a rate increase of 5.5 in January 2020 to 15.4 in April 2020 alone (Bureau of Labor Statistics). High levels of unemployment continue to overshadow a fourth of Mississippi's 82 counties of whom most of these rural and underserved populations benefit from the Byrne/JAG Formula Grant program. The Rankin County Youth Court is in need of this assistance to ensure that the Juvenile and Family Drug Treatment Courts are able to continue providing direct services for justice-involved youth and families with substance use disorder issues.

Respectfully submitted,

Keith Hicks, County Administrator
Rankin County Board of Supervisors

Attachment: Justice Assistance Grant (JAG) Drug Court Grant (16097 : Request Approval of Renewal of Application for the Justice Assistant



SUPREME COURT OF MISSISSIPPI
Administrative Office of Courts
Drug Intervention Court
Budget Request Form – FY 2022

Complete and return the budget request form along with the budget narrative and contracts **no later than May 1, 2021**, to the Administrative Office of Courts (AOC).

The budget request should reflect anticipated spending to include all funding sources from **July 1, 2021 - June 30, 2022**. Email documents by the **May 1st** deadline to: interventioncourts@courts.ms.gov

Court: Rankin County Family Intervention Court

Lead County: Rankin

Phone: 601-824-2545

Remittance Address: 100 Court Cove, Pelahatchie, MS 39145

Email: pbowen@rankincounty.org

Category	AOC State Reimbursable Amounts	Local Drug Intervention Court Fund Amount	Local Government Contribution Amount	Grant Amount DPS/JAG FY19 (name)	Grant Amount DPS/JAG FY20 (name)	Other Source (name)	Other Source (name)	Private Foundation / Donation Amounts	TOTAL FY 2022 BUDGET
Salaries & Fringe	52,205.00	0.00	0.00	3,271.69	37,910.20	0.00	0.00	0.00	\$ 93,386.89
Treatment Expenses	0.00	0.00	0.00	3,083.33	33,916.67	0.00	0.00	0.00	\$ 37,000.00
Testing & Lab Expenses	5,956.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ 5,956.80
Travel & Training	3,123.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ 3,123.60
Commodities	810.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ 810.00
Contractual Services	2,904.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ 2,904.60
Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ 0.00
TOTAL	\$ 65,000.00	\$ 0.00	\$ 0.00	\$ 6,355.02	\$ 71,826.87	\$ 0.00	\$ 0.00	\$ 0.00	\$ 143,181.89

Budget Request Prepared By:

Paul Bowen
 Signature of Intervention Court Coordinator or Financial Officer

Paul Bowen

Printed Name

Court Administrator

Title

04/30/21

Date

Tom Broome
 Signature of Intervention Court Judge / Referee

Tom Broome

Printed Name of Intervention Court Judge / Referee

04/30/21

Date

Family Drug Court Budget Detail 2021/2022 with DPS grant information

AOC Budget Request:

SALARIES & FRINGE

Funding in the amount of \$52,205 is requested to pay for a portion of the salaries of a Michelle Rhodes – Juvenile/Family Intervention Court Field Officer II and for a Cynthia Moore - Juvenile/Family Intervention Court Case Manager. Michelle Rhodes - Field Officer II position will be a full time position and be required to work forty hours a week. Cynthia Moore – Case Manager will be a full time position and be required to work forty hours a week. The salaries below reflect an anticipated cost-of-living raise for the Field Officer II and Case Manager to be provided by the Rankin County Board of Supervisors. Rankin County pays on a bi-weekly schedule. Both positions will be responsible for supervision of each of the cases and working with others involved to ensure the clients are meeting their goals and assisting them through the process. Both will also maintain case files and necessary documents for grant requirements.

* Fringe Benefits calculated by the following rates: FICA and Medicare match calculated at 7.65%, Retirement match at 17.4%, Medical insurance match at \$8,399.82 annually, Dental insurance match at \$240.50 annually, Vision insurance match at \$59.28 annually, optional additional Accident/Cancer insurance through AFLAC at \$184.60 annually, Life insurance calculated at annual salary rounded to the nearest 1000 (cap at \$50,000) divided by 1,000, multiplied by .22, multiplied by 12 months, Accidental insurance calculated at annual salary divided by 1,200, multiplied by .295, multiplied by 12 months.

Name/Position	Computation	Costs
Michelle Rhodes – Field Officer II	\$51,928 annual salary x 25% time	\$12,982
Michelle Rhodes – Field Officer II	\$51,928 salary x 25% time x 42.62% fringe	\$5,533
Cynthia Moore – Case Manager	\$46,752 salary x 50% time	\$23,376
Cynthia Moore – Case Manager	\$46,752 salary x 50% time x 44.12% fringe	<u>\$10,314</u>
		Total: \$52,205

TESTING & LAB EXPENSES

Funding in the amount of \$5,956.80 is requested for purchasing drug testing supplies which includes; supplies and reagents for urine screening and analysis, FedEx, UPS, shipping, and/or freight for testing and lab materials

Item Description	Computation	Costs
Reagents for Urinalysis	\$610.40/box x 1 box per month X 7 months	\$4,272.80
Other supplies (controls, calibrators, cups, cuvettes, pipettes, etc.)	\$169.1 per month x 7 months	\$1,184
FedEx/UPS Freight	\$71.43 per month x 7 months	<u>\$500</u>
		Total : \$5,956.80

TRAVEL / TRAINING

Funding in the amount of \$3,123.60 is requested for travel related expenses. This will cover expenses related to attending the Mississippi Drug Court Professionals Conference, as well as mileage expenses related to supervision of

clients. The Rankin County Intervention Court program maintains two county owned vehicles. Mileage will only be requested when the county vehicles are unavailable.

Purpose of Travel	Location	Expense	Computation	Costs
MADCP Conference	Natchez, MS	Registration Fee	\$175 x 3 people	\$525
Natchez, MS		Hotel	\$120/night x 3 people x 3 nights	\$1,080
		Meals	\$41/day x 3 people x 4 days	\$492
		Mileage	\$0.58/mile x 350 miles x 3 people	\$609
Monthly Drug Testing/ Supervision Meetings		Mileage	60 miles x \$0.58 mile x 12 months	\$417.60
				Total \$3,123.60

CONTRACTUAL SERVICES

Funding in the amount of \$2,904.60 is requested for case management support tools and GAIN license renewals.

Item	Computation	Costs
GAIN license renewals	\$332.50 x 4 annual licenses	\$1,330
Zoom license renewals	\$149.90 x 4 annual licenses	\$599.60
Carey Guides – Tools on Demand (TOD)	\$325 x 3 annual licenses	\$975
		Total: \$2,904.60

COMMODITIES

Funding in the amount of \$810 is requested for commodities.

Item	Computation	Costs
Incentives	\$67.50 per month x 12 months	\$810

TOTAL REQUEST FOR AOC FAMILY INTERVENTION COURT FUNDS: \$65,000

GRANTS

The sections below reflect two additional grants: 1. DPS Family Drug Court Grant (FY19 – 1 month extension) and 2. DPS Family Drug Court Grant (FY20).

DPS – Justice Assistance Grant (JAG) Family Drug Court for FY19 – Please note that this grant is combined with the DPS Juvenile Drug Court Grant but for the purposes of this report, we have separated out the funds associated with Family Intervention Court. For FY19 funding, we have requested a 1 month extension to cover the month of July 2021 (07/01/2021 – 07/31/2021). The total funding we will be requesting from DPS for Family Drug Court for this one month extension period comes to: \$6,355.22

SALARIES & FRINGE

Mississippi Department of Public Safety – Division of Public Safety Planning (DPS) Grant

Funding in the amount of \$3,271.69 is requested from the Mississippi Department of Public Safety – Division of Public Safety Planning (DPS) Grant to pay for the full salary of Katie Mitchell (Intervention Court Coordinator), the

contracts/stipends for Connie Jones (Public Defender) & Lindsey Tomlinson (Public Defender), and a portion of Corey Gerber's (Prosecutor) salary. This will be over a 1 month period (from 07/01/2021 – 07/31/2021), as this DPS FY19 Grant will be extended through 07/31/2021 to cover the additional month of salaries. Katie Mitchell is a full-time employee and will require forty hours of work per week (estimated 75% for Juvenile Intervention Court and 25% for Family Intervention Court). The two Public Defenders have taken on additional responsibilities and require more appearances due to Intervention Court participants. The Youth Court has provided them a stipend to pay for their additional responsibilities. Also, the Prosecutor is a full-time employee, however he will dedicate 10% of his time to Intervention Court duties. The salaries below reflect the anticipated cost-of-living raises for the Intervention Court Coordinator and Prosecutor to be provided by the Rankin County Board of Supervisors. Rankin County pays on a bi-weekly schedule.

* Fringe Benefits calculated by the following rates: FICA and Medicare match calculated at 7.65%, Retirement match at 17.4%, Medical insurance match at \$8,399.82 annually (or \$699.99 for 1 month), Dental insurance match at \$240.50 annually (or \$20.04 for 1 month), Vision insurance match at \$59.28 annually (or \$4.94 for 1 month), optional additional Accident/Cancer insurance through AFLAC at \$184.60 annually (or \$15.38 for 1 month), Life insurance calculated at annual salary rounded to the nearest 1000 (cap at \$50,000) divided by 1,000, multiplied by .22, multiplied by 1 month, Accidental insurance calculated at annual salary divided by 1,200, multiplied by .295, multiplied by 1 month. The county only pays for the Social Security/Medicare Match and Retirement Match for the 2 public defenders.

Name/Position	Computation	Costs
Katie Mitchell – Coordinator	\$4,283.46 salary (1 month) x 25% time	\$1,070.87
Katie Mitchell – Coordinator	\$4,283.46 salary (1 month) x 25% time x 41.22% fringe	\$441.41
Connie Jones – Public Defender	\$1,083 (1 month of annual stipend) x 50% time	\$541.50
Connie Jones – Public Defender	\$1,083 (1 month of annual stipend) x 50% time x 25.05% fringe	\$135.65
Lindsey Tomlinson – Public Defender	\$1,083 (1 month of annual stipend) x 50% time	\$541.50
Lindsey Tomlinson – Public Defender	\$1,083 (1 month of annual stipend) x 50% time x 25.05% fringe	\$135.65
Corey Gerber – Prosecutor	\$5,922.69 (1 month of salary) x 5% time	\$296.13
Corey Gerber – Prosecutor	\$5,922.69 (1 month of salary) x 5% time x 36.8% fringe	<u>\$108.98</u>
Total DPS FY19 Grant Funds for Salaries and Fringe Benefits:		\$3,271.69

TREATMENT SERVICES

The Board of Supervisors has entered into a contract with Region 8 Mental Health to provide Intensive Outpatient Therapeutic Services and follow up therapeutic counseling for twenty (20) adults per month enrolled in the Family Intervention Court Program. The funding for 20 participants in the Family Intervention Court will be \$3,083.33 per month.

DPS Grant - Funding in the amount of \$3,083.33 is requested for treatment services for the 1 month extension period.

Item	Computation	Costs
Treatment Services	\$3,083.33 Region 8 monthly contract x 1 month	\$3,083.33

TOTAL REQUEST FOR DPS – JAG FAMILY DRUG/INTERVENTION COURT GRANT FOR FY19: \$6,355.02

DPS – Justice Assistance Grant (JAG) Family Drug Court for FY20 – Please note that this grant is combined with the DPS Juvenile Drug Court Grant but for the purposes of this report, we have separated out the funds associated with Family Intervention Court. For FY20, the total funding we have requested from DPS for Family Intervention Court comes to \$71,826.87

SALARIES & FRINGE

Mississippi Department of Public Safety – Division of Public Safety Planning (DPS) Grant

Funding in the amount of \$37,910.20 is requested from the Mississippi Department of Public Safety – Division of Public Safety Planning (DPS) Grant to pay for the full salary of Katie Mitchell (Intervention Court Coordinator), the contracts/stipends for Connie Jones (Public Defender) & Lindsey Tomlinson (Public Defender), and a portion of Corey Gerber's (Prosecutor) salary & fringe benefits. This will be over 11 months (from 08/01/2021 – 06/30/2022), as the DPS FY19 Grant mentioned above will be extended through 07/31/2021 to cover the additional month of salaries & fringe benefits. Katie Mitchell is a full-time employee and will require forty hours of work per week (estimated 75% for Juvenile Intervention Court and 25% for Family Intervention Court). The two Public Defenders have taken on additional responsibilities and require more appearances due to Intervention Court participants. The Youth Court has provided them a stipend to pay for their additional responsibilities. Also, the Prosecutor is a full-time employee, however he will dedicate 10% of his time to Intervention Court duties. The salaries below reflect the anticipated cost-of-living raises for the Intervention Court Coordinator and Prosecutor to be provided by the Rankin County Board of Supervisors. Rankin County pays on a bi-weekly schedule.

* Fringe Benefits calculated by the following rates: FICA and Medicare match calculated at 7.65%, Retirement match at 17.4%, Medical insurance match at \$8,399.82 annually (or \$7,699.84 for 11 months), Dental insurance match at \$240.50 annually (or \$220.46 for 11 months), Vision insurance match at \$59.28 annually (or \$54.34 for 11 months), optional additional Accident/Cancer insurance through AFLAC at \$184.60 annually (or \$169.22 for 11 months), Life insurance calculated at annual salary rounded to the nearest 1000 (cap at \$50,000) divided by 1,000, multiplied by .22, multiplied by 12 months, Accidental insurance calculated at annual salary divided by 1,200, multiplied by .295, multiplied by 12 months. The county only pays for the Social Security/Medicare Match and Retirement Match for the two public defenders.

Name/Position	Computation	Costs
Katie Mitchell – Coordinator	\$51,402 salary (11 months) x 25% time	\$12,851.00
Katie Mitchell – Coordinator	\$51,402 salary (11 months) x 25% time x 41.2% fringe	\$5,295.00
Connie Jones – Public Defender	\$11,917 (11 months of annual stipend) x 50% time	\$5,958.50
Connie Jones – Public Defender	\$11,917 (11 months of annual stipend) x 50% time x 25.05% fringe	\$1,492.60
Lindsey Tomlinson – Public Defender	\$11,917 (11 months of annual stipend) x 50% time	\$5,958.50
Lindsey Tomlinson – Public Defender	\$11,917 (11 months of annual stipend) x 50% time x 25.05% fringe	\$1,492.60
Corey Gerber – Prosecutor	\$71,070 salary (11 months) x 5% time	\$3,554.00
Corey Gerber – Prosecutor	\$71,070 salary (11 months) x 5% time x 36.8% fringe	<u>\$1,308.00</u>
Total DPS Grant FY20 Funds for Salaries and Fringe Benefits:		\$37,910.20

TREATMENT SERVICES

The Board of Supervisors has entered into a contract with Region 8 Mental Health to provide Intensive Outpatient Therapeutic Services and follow up therapeutic counseling for twenty (20) adults per month enrolled in the Family Drug Court Program. The funding for 20 participants in the Family Intervention Court will be \$33,916.67.

DPS Grant - Funding in the amount of \$33,916.67 is requested for treatment services for 20 clients for 11 months at \$3,083.33 per month.

Item	Computation	Costs
Treatment Services	\$3,083.33 Region 8 monthly contract x 11 months	\$33,916.67

TOTAL REQUEST FOR DPS – JAG FAMILY DRUG/INTERVENTION COURT GRANT FOR FY20: \$71,826.87



SUPREME COURT OF MISSISSIPPI
Administrative Office of Courts
Drug Intervention Court
Budget Request Form – FY 2022

AOC USE ONLY

FY22 Budget Request _____ Participant Level _____

Reviewed by: _____ Date _____

AOC Budget Appropriation _____

Approved by: _____ Date _____

Complete and return the budget request form along with the budget narrative and contracts **no later than May 1, 2021**, to the Administrative Office of Courts (AOC).

The budget request should reflect anticipated spending to include all funding sources from **July 1, 2021 - June 30, 2022**. Email documents by the **May 1st** deadline to: interventioncourts@courts.ms.gov

Court: Rankin County Juvenile Intervention Court

Lead County: Rankin

Phone: 601-824-2545

Remittance Address: 100 Court Cove, Pelahatchie, MS 39145

Email: pbowen@rankincounty.org

Category	AOC State Reimbursable Amounts	Local Drug Intervention Court Fund Amount	Local Government Contribution Amount	Grant Amount DPS/JAG FY19 (name)	Grant Amount DPS/JAG FY20 (name)	Other Source DJJDP JOTC Enhancement (name)	Other Source (name)	Private Foundation / Donation Amounts	TOTAL FY 2022 BUDGET
Salaries & Fringe	89,235.00	0.00	0.00	6,295.89	74,200.20	67,668.00	0.00	0.00	\$ 237,399.09
Treatment Expenses	0.00	0.00	0.00	3,666.66	40,333.26	8,701.00	0.00	0.00	\$ 52,700.92
Testing & Lab Expenses	21,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ 21,000.00
Travel & Training	3,025.00	6,789.08	0.00	0.00	0.00	11,448.00	0.00	0.00	\$ 21,262.08
Commodities	4,840.00	0.00	0.00	0.00	0.00	2,036.00	0.00	0.00	\$ 6,876.00
Contractual Services	6,900.00	0.00	0.00	0.00	0.00	19,106.00	0.00	0.00	\$ 26,006.00
Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ 0.00
TOTAL	\$ 125,000.00	\$ 6,789.08	\$ 0.00	\$ 9,962.55	\$ 114,533.46	\$ 108,959.00	\$ 0.00	\$ 0.00	\$ 365,244.09

Budget Request Prepared By:

Paul Bowen
 Signature of Intervention Court Coordinator or Financial Officer

Paul Bowen

Printed Name

Court Administrator

Title

04/30/21

Date

Tom Broome
 Signature of Intervention Court Judge / Referee

Tom Broome

Printed Name of Intervention Court Judge / Referee

04/30/21

Date

Juvenile Drug Court Budget Detail 2021/2022 with additional grants information

AOC Budget Request:

SALARIES & FRINGE

Funding in the amount of \$89,235 is requested to pay for a portion of the salaries of a Michelle Rhodes – Juvenile/Family Intervention Court Field Officer II and for a Cynthia Moore – Juvenile/Family Intervention Court Case Manager. Michelle Rhodes – Field Officer II position will be a full time position and be required to work forty hours a week. Cynthia Moore – Case Manager will be a full time position and be required to work forty hours a week. The salaries below reflect an anticipated cost-of-living raise for the Field Officer II and Case Manager to be provided by the Rankin County Board of Supervisors. Rankin County pays on a bi-weekly schedule. Both positions will be responsible for supervision of each of the cases and working with others involved to ensure the clients are meeting their goals and assisting them through the process. Both will also maintain case files and necessary documents for grant requirements.

* Fringe Benefits calculated by the following rates: FICA and Medicare match calculated at 7.65%, Retirement match at 17.4%, Medical insurance match at \$8,399.82 annually, Dental insurance match at \$240.50 annually, Vision insurance match at \$59.28 annually, optional additional Accident/Cancer insurance through AFLAC at \$184.60 annually, Life insurance calculated at annual salary rounded to the nearest 1000 (cap at \$50,000) divided by 1,000, multiplied by .22, multiplied by 12 months, Accidental insurance calculated at annual salary divided by 1,200, multiplied by .295, multiplied by 12 months.

<u>Name/Position</u>	<u>Computation</u>	<u>Costs</u>
Michelle Rhodes - Field Officer II	\$51,928 annual salary x 75% time	\$38,946
Michelle Rhodes - Field Officer II	\$51,928 salary x 75% time x 42.62% fringe	\$16,599
Cynthia Moore – Case Manager	\$46,752 salary x 50% time	\$23,376
Cynthia Moore - Case Manager	\$46,752 salary x 50% time x 44.12% fringe	<u>\$10,314</u>
		Total: \$89,235

TESTING & LAB EXPENSES

Funding in the amount of \$21,000 is requested for purchasing drug testing supplies which includes; supplies and reagents for urine screening and analysis, FedEx, UPS, shipping, and/or freight for testing and lab materials

<u>Item Description</u>	<u>Computation</u>	<u>Costs</u>
Reagents for Urinalysis	\$604.50/box x 28 boxes	\$16,926
Other supplies (controls, calibrators, cups, cuvettes, pipettes, etc.)	\$250 per month x 12 months	\$3,000
FedEx/UPS Freight	\$89.50 per month x 12 months	<u>\$1,074</u>
		Total \$21,000

TRAVEL / TRAINING

Funding in the amount of \$3,025 is requested for travel related expenses. This will cover expenses for one employee to attend the National Association of Drug Court Professionals Conference (or another related conference) for 2021/2022. In addition, the funding will cover the expenses for three employees to attend the Mississippi Association of Drug Court Professionals Conference (or another related conference), as well as mileage expenses related to quarterly meetings for the Drug/Intervention Court Coordinator and supervision of clients. The Rankin County Intervention Court program currently maintains two county owned vehicles. Mileage will only be requested when the county vehicles are unavailable. Should the county select other conferences related to Intervention Court activities, we would respectfully request the ability to modify this request.

<u>Purpose of Travel</u>	<u>Location</u>	<u>Expense</u>	<u>Computation</u>	<u>Costs</u>
MADCP Conference	Natchez, MS	Conference Fee	\$175 x 3 people	\$525
		Hotel	\$120/night x 3 people x 3 nights	\$1,080
		Meals	\$41/day x 3 people x 4 days	\$492
		Mileage	\$0.58/mile x 350 miles x 2 people	\$406
Monthly Drug Testing/ Supervision Meetings		Mileage	75 miles x \$0.58 mile x 12 months	<u>\$522</u>
				Total: \$3,025

CONTRACTUAL SERVICES

Funding in the amount of \$6,900 is requested for GPS monitoring and case management support tools.

<u>Item</u>	<u>Computation</u>	<u>Costs</u>
GPS monitoring	\$10 per day x 23 days x 30 clients	<u>\$6,900</u>
		Total: \$6,900

COMMODITIES

Funding in the amount of \$4,840 is requested for commodities.

<u>Item</u>	<u>Computation</u>	<u>Costs</u>
Miscellaneous Office Commodities	\$250 x 12 months	\$3,000
Custodial Supplies	\$85 x 12 months	\$1,020
Incentives	\$60 x 12 months	\$720
Automotive oil	\$25 x 4 oil changes	<u>\$100</u>
		Total: \$4,840

TOTAL REQUEST FOR AOC JUVENILE DRUG COURT FUNDS: \$125,000

GRANTS

The sections below reflect four additional grants/funding sources: 1. DPS Juvenile Drug Court Grant (FY19 – 1 month extension), 2. DPS Juvenile Drug Court Grant (FY20), 3. OJJDP Drug Court Enhancement Grant & 4. NCJFCJ Evaluation Project.

DPS – Justice Assistance Grant (JAG) Juvenile Intervention Court for FY19 – Please note that this grant is combined with the DPS Family Intervention Court Grant but for the purposes of this report, we have separated out the funds associated with Juvenile Intervention Court. For FY19 funding, we have requested a 1 month extension to cover the month of July 2021 (07/01/2021 – 07/31/2021). The total funding we will be requesting from DPS for Juvenile Intervention Court for this one month extension period comes to: \$9,962.55

SALARIES & FRINGE

Mississippi Department of Public Safety – Division of Public Safety Planning (DPS) – Justice Assistance Grant (JAG) FY20

Funding in the amount of \$6,295.89 is requested from the Mississippi Department of Public Safety – Division of Public Safety Planning (DPS) Grant FY19 to pay for the full salary & fringe benefits of Katie Mitchell (Drug/Intervention Court Coordinator), the contracts/stipends for Connie Jones (Public Defender) & Lindsey Tomlinson (Public Defender), and a portion of Corey Gerber's (Prosecutor's) salary & fringe benefits. This will be over 1 month (from 07/01/2021-07/31/2021), as this DPS FY19 Grant will be extended through 07/31/2021 to cover the additional month of salaries. Katie Mitchell is a full-time employee and will require forty hours of work per week (estimated 75% for Juvenile Intervention Court and 25% for Family Intervention Court). The two Public Defenders have taken on additional responsibilities and require more appearances due to intervention court participants. The Youth Court has provided them a stipend to pay for their additional responsibilities. Also, the Prosecutor is a full-time employee, however he will dedicate 10% of his time to intervention court duties. The salaries below reflect the anticipated cost-of-living raises for the Drug Court Coordinator and Prosecutor to be provided by the Rankin County Board of Supervisors. Rankin County pays on a bi-weekly schedule.

* Fringe Benefits calculated by the following rates: FICA and Medicare match calculated at 7.65%, Retirement match at 17.4%, Medical insurance match at \$8,399.82 annually (or \$699.99 for 1 month), Dental insurance match at \$240.50 annually (or \$20.04 for 1 month), Vision insurance match at \$59.28 annually (or \$4.94 for 1 month), optional additional Accident/Cancer insurance through AFLAC at \$184.60 annually (or \$15.38 for 1 month), Life insurance calculated at annual salary rounded to the nearest 1000 (cap at \$50,000) divided by 1,000, multiplied by .22, multiplied by 1 month, Accidental insurance calculated at annual salary divided by 1,200, multiplied by .295, multiplied by 1 month. The county only pays for the Social Security/Medicare Match and Retirement Match for the two public defenders.

<u>Name/Position</u>	<u>Computation</u>	<u>Costs</u>
Katie Mitchell – Coordinator	\$4,283.46 salary (1 month) x 75% time	\$3,212.25
Katie Mitchell – Coordinator	\$4,283.46 salary x 75% time x 41.22% fringe	\$1,324.23
Connie Jones – Public Defender	\$1,083 (1 month of annual stipend) x 50% time	\$541.50
Connie Jones – Public Defender	\$1,083 (1 month of annual stipend) x 50% time x 25.05% fringe	\$135.65
Lindsey Tomlinson – Public Defender	\$1,083 (1 month of annual stipend) x 50% time	\$541.50
Lindsey Tomlinson – Public Defender	\$1,083 (1 month of annual stipend) x 50% time x 25.05% fringe	\$135.65
Corey Gerber – Prosecutor	\$5,922.69 salary (1 month) x 5% time	\$296.13
Corey Gerber – Prosecutor	\$5,922.69 salary (1 month) x 5% time x 36.8% fringe	<u>\$108.98</u>
Total DPS FY19 Grant Funds for Salaries and Fringe Benefits:		\$6,295.89

TREATMENT SERVICES

DPS Grant - Funding in the amount of \$3,666.66 is requested for treatment services for the 1 month extension period.

Item	Computation	Costs
Treatment Services	\$3,666.66 Region 8 monthly contract x 1 month	<u>\$3,666.66</u>
Total DPS Grant Funds for Treatment Services:		\$3,666.66

TOTAL REQUEST FOR DPS – JAG JUVENILE INTERVENTION COURT GRANT FOR FY19: \$9,962.55

DPS – Justice Assistance Grant (JAG) Juvenile Intervention Court for FY 20 – Please note that this grant is combined with the DPS Family Intervention Court Grant but for the purposes of this report, we have separated out the funds associated with Juvenile Intervention Court. For FY20: The total funding we will be requesting from DPS for Juvenile Intervention Court comes to: \$114,533.46

SALARIES & FRINGE

Mississippi Department of Public Safety – Division of Public Safety Planning (DPS) – Justice Assistance Grant (JAG) FY20

Funding in the amount of \$74,200.20 is requested from the Mississippi Department of Public Safety – Division of Public Safety Planning (DPS) Grant FY20 to pay for the full salary & fringe benefits of Katie Mitchell (Drug/Intervention Court Coordinator), the contracts/stipends for Connie Jones (Public Defender) & TBD (Public Defender), and a portion of Corey Gerber's (Prosecutor's) salary & fringe benefits. This will be over 11 months (from 08/01/2021-06/30/2022), as the DPS FY19 Grant will be extended through 07/31/2021 to cover the additional month of salaries. Katie Mitchell is a full-time employee and will require forty hours of work per week (estimated 75% for Juvenile Intervention Court and 25% for Family Intervention Court). The two Public Defenders have taken on additional responsibilities and require more appearances due to intervention court participants. The Youth Court has provided them a stipend to pay for their additional responsibilities. Also, the Prosecutor is a full-time employee, however he will dedicate 10% of his time to intervention court duties. The salaries below reflect the anticipated cost-of-living raises for the Drug Court Coordinator and Prosecutor to be provided by the Rankin County Board of Supervisors. Rankin County pays on a bi-weekly schedule.

*Fringe Benefits calculated by the following rates: FICA and Medicare match calculated at 7.65%, Retirement match at 17.4%, Medical insurance match at \$8,399.82 annually (or \$7,699.84 for 11 months), Dental insurance match at \$240.50 annually (or \$220.46 for 11 months), Vision insurance match at \$59.28 annually (or \$54.34 for 11 months), optional additional Accident/Cancer insurance through AFLAC at \$184.60 annually (or \$169.22 for 11 months), Life insurance calculated at annual salary rounded to the nearest 1000 (cap at \$50,000) divided by 1,000, multiplied by .22, multiplied by 11 months, Accidental insurance calculated at annual salary divided by 1,200, multiplied by .295, multiplied by 11 months. The county only pays for the Social Security/Medicare Match and Retirement Match for the two public defenders.

Name/Position	Computation	Costs
Katie Mitchell – Coordinator	\$51,402 salary (11 months) x 75% time	\$38,552.00
Katie Mitchell – Coordinator	\$51,402 salary (11 months) x 75% time x 41.2% fringe	\$15,884.00
Connie Jones – Public Defender	\$11,917 (11 months of annual stipend) x 50% time	\$5,958.50
Connie Jones – Public Defender	\$11,917 (11 months of annual stipend) x 50% time x 25.05% fringe	\$1,492.60

Lindsey Tomlinson – Public Defender	\$11,917 (11 months of annual stipend) x 50% time	\$5,958.50
Lindsey Tomlinson – Public Defender	\$11,917 (11 months of annual stipend) x 50% time x 25.05% fringe	\$1,492.60
Corey Gerber – Prosecutor	\$71,070 salary (11 months) x 5% time	\$3,554.00
Corey Gerber – Prosecutor	\$71,070 salary (11 months) x 5% time x 36.8% fringe	<u>\$1,308.00</u>
Total DPS FY20 Grant Funds for Salaries and Fringe Benefits:		\$74,200.20

TREATMENT SERVICES

DPS Grant - Funding in the amount of \$40,333.26 is requested for treatment services.

Item	Computation	Costs
Treatment Services	\$3,666.66 Region 8 monthly contract x 11 months	<u>\$40,333.26</u>
Total DPS Grant Funds for Treatment Services:		\$40,333.26

TOTAL REQUEST FOR DPS – JAG JUVENILE INTERVENTION COURT GRANT FOR FY20: \$114,533.46

OJJDP

OJJDP JDTC Drug Court Enhancement Grant – We have budgeted \$108,959 for the upcoming fiscal year for this grant.

SALARIES & FRINGE

Funding in the amount of \$67,668 is requested from the OJJDP Drug Court Enhancement Grant to pay for the full salary of Stacey Overstreet, Case Manager. Stacey Overstreet, Case Manager will require forty hours of work per week with 100% of time used for Juvenile Intervention Court. Rankin County pays on a bi-weekly schedule.

* Fringe Benefits calculated by the following rates: FICA and Medicare match calculated at 7.65%, Retirement match at 15.75%, Medical insurance match at \$8,399.82 annually, Dental insurance match at \$240.50 annually, Vision insurance match at \$59.28 annually, optional additional Accident/Cancer insurance through AFLAC at \$184.60 annually, Life insurance calculated at annual salary rounded to the nearest 1000 (cap at \$50,000) divided by 1,000, multiplied by .22, multiplied by 12 months, Accidental insurance calculated at annual salary divided by 1,200, multiplied by .295, multiplied by 12 months. The county only pays for the Social Security/Medicare Match and Retirement Match for the two public defenders. Part-time employees will over receive match for FICA, Medicare, and Retirement.

Name/Position	Computation	Costs
Stacey Overstreet Case Manager	\$46,545.60 salary x 1 year	\$46,545.60
Stacey Overstreet Case Manager	\$46,545.60 salary x 1 year x 45.38% fringe	<u>\$21,122</u>
Total OJJDP Grant Funds for Salary and Fringe Benefits:		\$67,667.60

TREATMENT EXPENSES

OJJDP Grant – Funding in the amount of \$8,701 is requested for treatment services.

Item	Computation	Costs
Trauma Treatment Services	\$175 per session x 49.72 sessions	<u>\$8,701</u>
Total OJJDP Grant Funds for Treatment Services expenses:		\$8,701

TRAVEL / TRAINING

As a requirement of section D4 of the grant application, \$7,500 has been included in the OJJDP Drug Court Enhancement Grant to cover expenses related to technical assistance and capacity-building activities that OJJDP-designated technical assistance providers will sponsor or OJJDP has approved.

Purpose of Travel	Location	Expense	Computation	Costs
OJJDP TA Training	TBD		\$7,500 x 1 year	\$7,500

Funding for two staff members has been requested for attendance the state's annual Drug Court Conference as a means of continuing education as required by the State's Drug Court policy manual. We are estimating \$1,948 for all related expenses including registration, lodging, meals, and mileage for the Mississippi Drug Court Conference (or another related conference).

Purpose of Travel	Location	Expense	Computation	Costs
Mississippi Drug Court Conference (or other related conference)	Natchez, MS	Lodging	3 nights x \$120 x 2 people	\$720
		Registration Fee	\$150 x 2 people	\$300
		Meals	4 days x \$41 x 2 people	\$328
		Mileage	517 miles x .58 x 2 people	\$600

Some Drug Court employees will be required to travel in their private vehicles to provide supervision of those individuals in the Drug Court programs as well as attend meetings. Due to the large surface area of this county, we are estimating \$2,000.00 for this requirement.

Purpose of Travel	Location	Expense	Computation	Costs
Local Travel Cost			(3,448 miles x .58)	<u>\$2,000</u>
Total OJJDP Grant Funds for Travel expenses:				\$11,448

CONTRACTUAL SERVICESOJJDP Drug Court Enhancement Grant

Funding in the amount of \$14,606 is requested for a consultant for program evaluation of the OJJDP grant. The Program Evaluator's responsible for monitoring the project's adherence to the best practice standards, track outcomes and trends, and oversee data collection and evaluation.

Service	Computation	Costs
Program Evaluator	\$14,606 x 1 year	\$14,606

Funding in the amount of \$4,500 is requested for Project IMPACT – Workforce Development/Mentorship program. Project IMPACT will provide services for workforce development including tours of local businesses, basic life skills, and career readiness training for at-risk youth who participate in the Juvenile Drug Treatment Court.

Service	Computation	Costs
Project IMPACT	\$4,500 x 1 year	<u>\$4,500</u>
Total OJJDP Grant Funds for Contractual Services:		\$19,106

COMMODITIES

Funding in the amount of \$2,036 is requested to purchase Parent Project Work Books for participants in the program.

Item	Computation	Costs
Parent Project workbooks	\$40.72 x 50	<u>\$2,036</u>
Total OJJDP Grant Funds for Commodities:		\$2,036

TOTAL REQUEST FOR OJJDP JUVENILE DRUG TREATMENT COURT GRANT: \$108,959

NCJFCJ Evaluation Project –

The NCJFCJ Evaluation Project is finishing up its' final year. We anticipate receiving approximately \$2,030.30 this fiscal year, which will be filed under the Juvenile Intervention Court Local Intervention Court (LIC) Fund. We plan to have \$4,762.97 remaining in the account from the current fiscal year. We plan to use these funds for local travel expenses to monitor intervention court clients, for remaining costs related to NADCP Conference expenses that will occur in August 2021 (postponed from May 2021), and for one staff member to attend the state's annual Drug Court Conference as a means of continuing education required by the State's Intervention Court policy manual. We are estimating \$902 for all related expenses including registration, lodging, meals, and mileage for the Mississippi Association of Drug Court Professionals Conference. If for some reason the state does not schedule the annual Drug Court Conference, then the funds would be requested to use towards another in-state conference (One Loud Voice Conference, Juvenile Justice Conference, or other related conference or virtual conference).

Purpose of Travel	Location	Expense	Computation	Costs
MADCP Conference	Natchez, MS	Conference Fee	\$175 x 1 person	\$175
		Hotel	\$120/night x 1 person x 3 nights	\$360
		Meals	\$41/day x 1 person x 4 days	\$164
		Mileage	\$0.58/mile x 350 miles x 1 person	\$203
NADCP Conference	National Harbor, MD	Meals	\$57 x 5 days x 5 staff	\$1,425
		Rental Car	\$500 x 2 cars	\$1,000
		Lodging	4 nights x \$310/night x 2 staff	\$2,480
		Baggage Fee	\$60 x 5 staff	\$300
Local Travel		Mileage	98 miles x .58 x 12 months	<u>\$682.08</u>

Total NCJFCJ Evaluation Project/LIC Fund for Travel expenses: \$6,789.08

Drug Court 10 Key Components

- 1) RCYC partners with Region 8 Mental Health Services and Turning Point Counseling to provide co-occurring treatment services for youth and adults, including multiple levels of evidence-based care for alcohol & drug services, trauma specific therapy, and medication management services.
- 2) RCYC strives to work from a strengths-based perspective, highlighting clients' successes and maintaining a minimum of a 4 to 1 incentive to sanction ratio. Our youth participants have regular access to defense attorneys, while our adult FDTC participants have access to Mission First Legal Aid. Our defense attorneys and prosecutor work together to ensure our participants receive the services and ethical care they need and deserve.
- 3) RCYC screens potential FDTC participants with the GAIN-SS at their shelter hearing once substance use is identified as an issue in the home. Potential JDTC participants are screened with the GAIN-SS while in detention to see if JDTC might be helpful to them. If participants meet the eligibility criteria, significant efforts are made to complete enrollment paperwork and started with treatment services as soon as possible.
- 4) RCYC works primarily with Region 8 Mental Health Services, who provides the following alcohol & drug treatment services, which are certified by the MS Department of Mental Health: Outpatient Alcohol & Drug Services (youth & adult); Intensive Outpatient & Adolescent Intensive Outpatient; Residential Treatment (adults). RCYC also works with Turning Point Counseling to provide trauma therapy for JDTC youth. Additionally, RCYC has relationships with other local providers who offer residential and secondary treatment services if those better meet a participant's individual needs.
- 5) Regular, frequent and random drug testing is a part of RCYC's JDTC & FDTC programs. All participants are placed on color call from their time of entrance into each respective program and test both at RCYC and at treatment, in addition to random tests at school or home.
- 6) RCYC has a leveled sanction response system to address participant compliance in both JDTC & FDTC. Therapeutic & supervision adjustments are also made based on participant need and to assist them in obtaining and maintaining sobriety. Case managers/Field Officers also make regular contact with participants and treatment providers to assess for and address participant needs.
- 7) Participants in both JDTC & FDTC attend biweekly court hearings in the 1st two phases of each program and once monthly in Phases 3-4 for both programs. Each participant is addressed by the Judge in each court hearing, addresses any current successes or struggles, in addition to administering appropriate sanctions and/or incentives to participants.
- 8) RCYC regularly enters data and participant information into CaseWorx (the drug court case management system used statewide for all drug courts), in addition to maintaining a database for both the JDTC & the FDYC programs. Data is reviewed periodically to track participant outcomes and trends.
- 9) RCYC regularly sends staff members to trainings, including yearly attendance by all drug court team members to the MS Association of Drug Court Professionals Conference. In the past 3 years, drug court

staff members have also attended multiple NCJFCJ trainings, Opioid Summits, Parent Project training, and trainings specific for treatment providers, including DBT & EMDR trainings.

10) RCYC has had long partnerships with, and support from the following agencies and organizations: the Rankin County Chamber of Commerce, the Rankin County Sheriff's Department, local police departments, and the Rankin County School District.

STATE OF MISSISSIPPI

**Rankin County Juvenile Justice Center**

100 COURT COVE • PELAHATCHIE, MISSISSIPPI 39145-4084
601-824-2545 • FAX 601-591-4788

May 6, 2021

Mississippi Department of Public Safety
Division of Public Safety Planning
Attn: Sharon Nguyen
1025 Northpark Drive
Ridgeland, MS 39157

Re: Award Letter From AOC

Dear Ms. Nguyen,

With the ongoing changes in work processes due to the COVID-19 pandemic, the AOC FY22 Budgets deadline was on May 1, 2021, and we do not expect to receive our budget award letter from AOC until after June 1, 2021. With the DPS/JAG budget deadline being June 1, 2021, we will not have the AOC budget letter at our time of DPS/JAG budget proposal submission. We have included in this packet a copy of our budget proposals to AOC for both our Family Drug Treatment Court and Juvenile Drug Treatment Court programs and will forward the award letters to your office as soon as they become available.

Respectfully,

Paul Bowen, Court Administrator
Rankin County Youth Court

Attachment: Justice Assistance Grant (JAG) Drug Court Grant (16097 : Request Approval of Renewal of Application for the Justice Assistant

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2020 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2020 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Jared K Morrison
Signature of Chief Executive of the Applicant Unit of
Local Government

Jared K. Morrison
Printed Name of Chief Executive

Rankin County Board of Supervisors
Name of Applicant Unit of Local Government

5-14-21
Date of Certification

President, Rankin County BOS
Title of Chief Executive



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

CHRIS WELLS, EXECUTIVE DIRECTOR

May 4, 2021

Mr. Jared Morrison, President
Rankin County Board of Supervisors
211 East Government Street, Suite A
Brandon, MS 39042

Dear Mr. Morrison:

Enclosed is your copy of the executed Solid Waste Assistance Grant Agreement **SW1279** to the Rankin County Board of Supervisors in the amount of **\$35,594.00** for the *Bulky Waste and Household Hazardous Waste Programs* proposed by the County. The grant is set to expire on December 31, 2023 or upon the County's completion of the use of the awarded funds (whichever comes first).

The County may request reimbursement for program expenditures by submitting the Request for Payment form attached to your grant agreement. Please submit a payment request **quarterly** for approved program activities.

Your payment request should be mailed to:

**Mississippi Department of Environmental Quality
Attention: Invoices
P Box 2369
Jackson, MS 39225**

The Release of Claims form (attached to your grant agreement) should be submitted with your final payment request. Please contact me at (601) 961-5626 if you have questions or comments concerning your grant project.

Sincerely,


Taaka Scott Bailey, CPM, Manager
Grants/Management Support Branch

Enclosure

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT		ASSISTANCE ID NO. SW1279	
		DATE OF STAFF APPROVAL 03/04/2021	
AGREEMENT TYPE		RECIPIENT TYPE	
Cooperative Agreement		COUNTY	
Grant Agreement	X	TAX ID NO.	
Assistance Amendment			
RECIPIENT RANKIN COUNTY BOARD OF SUPERVISORS 211 EAST GOVERNMENT STREET, SUITE A BRANDON, MISSISSIPPI 39042	PROJECT MANAGER JARED MORRISON PRESIDENT		
ISSUING OFFICE MS DEPT. OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P.O. BOX 2261 JACKSON, MS 39225-2261	PROJECT MANAGER TAAKA SCOTT BAILEY, ADMINISTRATOR GRANTS/MANAGEMENT SUPPORT BRANCH		
ASSISTANCE PROGRAM LOCAL GOVERNMENT SOLID WASTE ASSISTANCE PROGRAM	STATUTORY AUTHORITY SECTION 17-17-65, MS CODE ANN.		
PROJECT TITLE AND DESCRIPTION BULKY WASTE COLLECTION AND HOUSEHOLD HAZARDOUS WASTE PROGRAMS			
PROJECT LOCATION CITY COUNTY RANKIN STATE MS		PROJECT PERIOD The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than DECEMBER 31, 2023.	
		TOTAL PROJECT COST \$35,594.00	
FUNDS	Former Award	This Action	Amended Total
MDEQ Amount This Action (4049)		\$35,594.00	
Recipient Contribution			
Other Contribution			
Total Project Cost		\$35,594.00	
APPROVED BUDGET			
Personnel			
Educational Materials			
Travel			
Equipment & Related Installation Costs			
Supplies			
Contractual			
Construction			
Other			
Total Charges		\$35,594.00	
METHOD OF PAYMENT			
Advance			
Reimbursement	X		

**SPECIAL TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENT
(Local Governments Solid Waste Assistance Grants Program)**

1. Method of Payment

Reimbursement shall be the method of payment. The Recipient shall submit the completed Attachment A - Request for Payment form and additional documentation for verification of the service or work performed or the purchases made, prior to payment being issued by the Mississippi Department of Environmental Quality (MDEQ). The Request for Payment forms and supporting documentation generally will be submitted to MDEQ on a quarterly basis or as funds are otherwise expended and shall include a report of activities to date, (i.e., unauthorized dump sites cleaned, wastes disposed, HHW collected, hours worked, etc.). The Recipient shall submit a Request for Payment for eligible program activities performed through June 30 of each year (the end of the state fiscal year) no later than July 31 of that year. All requests for payment related to this grant agreement shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant agreement after which time, the grant agreement will be considered closed and funds will no longer be available to the Recipient. Funds utilized and/or disbursed under this grant award shall be consistent with the Recipient's approved grant application, incorporated herein by reference. This clause shall supersede Clause 5, Method of Payment of the Standard Terms and Conditions.

2. Grant Administration Costs

Under the terms of state law, the Recipient is eligible to use up to three percent (3%) of funds provided through this grant to defray the costs of administration of the grant. No Request for Payment will be processed for grant administration costs that total more than 3% of the grant award.

3. Clean-Up Projects - Responsible Party Obligations

For grant projects involving the clean-up or abatement of an unauthorized dump(s), the Recipient shall make a reasonable effort to determine the person(s) responsible for creating or causing the unauthorized dumping. If the responsible persons are determined, the Recipient shall make a reasonable effort to require that person to clean up the property before expending any funds from this grant award to clean up the property. If the Recipient is unable to locate the person responsible for creating the dump or if the Recipient determines that person is financially or otherwise incapable of cleaning up the property, the Recipient may use the funds from the grant award to clean-up the property. Upon completion of the clean-up and the determination of the costs of the clean-up, the Recipient shall make a reasonable effort to recover any funds expended from the responsible person.

4. **Solid Waste Enforcement Officer Projects**

For projects that involve the employment of a local solid waste enforcement officer, the Recipient agrees to provide MDEQ with the following information, upon the selection or designation of the enforcement officer:

- a) Name, address, telephone number, fax number, and, e-mail address for the enforcement officer(s);
- b) Detailed description of the duties and responsibilities for the enforcement officer(s).

Should the enforcement officer(s) be replaced or should the officer's information change, the Recipient shall provide an update to the information described above upon selection of the replacement or upon change in the information.

The Recipient further agrees that the enforcement officer shall be required to investigate local solid waste complaint related matters, which may be directed to the enforcement officer by MDEQ or through direct public complaints. The Recipient also agrees that the Recipient and the officer employed will adhere to the Local Solid Waste Enforcement Officers Duties and Procedures guidance document prescribed by MDEQ.

5. **Household Hazardous Waste Collection Project (HHW)**

For projects that involve conducting a household hazardous waste (HHW) collection event, the Recipient shall conduct the HHW project in accordance with Sections 17-17-439 through 17-17-445 and the Mississippi "Right-Way to Throw Away Program."

The Recipient shall provide to MDEQ a comprehensive summary report following the HHW collection day event which would include, at a minimum, the following:

- a) Description of the public notification efforts for the event;
- b) Amounts of waste collected, by type;
- c) Cost summary;
- d) Number of residents participating in the HHW collection day event.
- e) A summary of any special issues or needs identified in the event.

The Recipient shall ensure that all hazardous materials collected are managed and disposed by qualified contractor(s) who are properly licensed and approved by all applicable regulatory agencies to manage the hazardous materials.

6. Disposal of Wastes

The final disposal of solid wastes from the clean-up of unauthorized dumps or from other collection activities funded by this grant shall be conducted in accordance with existing solid waste disposal laws and regulations. The preferred method of disposal shall be the removal of the wastes to a legitimate recycling facility where feasible, to a permitted solid waste landfill, or to a permitted rubbish landfill, where appropriate. Other types of authorized disposal facilities may be considered on a case by case basis. In limited circumstances and where conditions warrant, the Recipient, upon concurrence from MDEQ, may abate an unauthorized dump by on-site burial of such wastes as allowed by state law. Such on-site burial of wastes shall be considered by MDEQ on a case-by-case and shall be limited to nonhazardous wastes.

STANDARD TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENTS**1. Workplan**

The workplan (grant application) constitutes the Recipient's and MDEQ's commitment to accomplish the program goals and objectives. MDEQ's review and evaluation of performance under this agreement and MDEQ's response to the findings of oversight will be carried out in accordance with the stated policies.

2. Expenditure Commitment

The Recipient commits to expend the funds awarded in this agreement and to complete the funded project in accordance with the workplan included in this grant application (workplan) and incorporated into this agreement by reference.

3. Financial Management

MDEQ requires that Recipients have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every grant dollar from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are vendor invoices, bills of lading, payment vouchers, payrolls, bank statements and reconciliations.

4. Audit: Access to Records

Recipient assures that it will give MDEQ, the Comptroller General of the United States, and the State of Mississippi, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives; and will retain all required records relating to this agreement for three years after project completion and all other pending matters are closed.

5. Method of Payment

Reimbursement shall be the preferred method of funding. Recipients shall be paid a predetermined sum for services/work performed. Recipient shall submit a Request for Payment, as provided in Attachment A, and additional documentation for verification of service/work performed prior to payment being issued. In special cases, funding advances may be allowed, subject to approval by MDEQ. Requests for Payment and applicable supporting documentation shall be submitted to MDEQ upon project completion. All requests for payments related to this grant shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant.

6. Final Payment

Pursuant to satisfactory completion of the work performed under this agreement as may be determined by final inspection, and as a condition before final payment under this agreement or as termination settlement under this agreement, the Recipient shall execute and deliver to MDEQ a release of all claims against MDEQ arising under, or by virtue of, this agreement, except claims which are specifically exempted by the Recipient to be set forth therein. Such release is provided in Attachment B of this agreement. Unless otherwise provided in this agreement, by state law, or expressly agreed to by the parties in this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute waiver of MDEQ's claims against the Recipient or his sureties under this agreement or applicable performance and payment of bonds.

7. Procurement

Recipient shall comply with purchasing guidelines established in 31-7-13 of the Mississippi Code in the procurement of commodities and services.

8. Disadvantaged Businesses

Recipient will ensure that its best efforts will be used in making available to minority businesses a minimum of 5% of the grant funds that may be expended as necessary in obtaining any supplies, construction, equipment, or services in completing the project detailed in the Workplan.

9. Title to Real Property, Equipment and Supplies

Unless otherwise agreed to, title to any real property, equipment and supplies that may be acquired under this agreement shall vest upon acquisition in the Recipient. Real property, equipment and supplies shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds.

10. Changes and Amendments

Changes may be made to the agreement in relation to the effective period of the agreement, the total amount of the agreement, budgetary categories associated with the funding of the agreement, and the work to be performed as defined in the work plan. Such changes shall be constructively made by way of a formal agreement amendment, which shall require written approval of the Executive Director of MDEQ prior to any such changes being made. Changes which affect the total amount of the agreement may also require prior approval by the Commission on Environmental Quality.

11. Recycled Paper

Recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to MDEQ.

12. Gratuities

- A. If MDEQ finds, after a notice and hearing, that the Recipient or any of the Recipient's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of MDEQ, the state agency providing funds used in this agreement in an attempt to secure a agreement or favorable treatment in awarding, amending or making any determination related to the performance of this agreement, MDEQ may, by written notice to the Recipient, terminate this agreement. MDEQ may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which MDEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement.
- B. In the event this agreement is terminated as provided in paragraph A., MDEQ may pursue the same remedies against the Recipient as it could pursue in the event of a breach of the agreement by the Recipient, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by MDEQ) which shall be not less than three nor more than ten times the costs the Recipient incurs in providing any such gratuities to such officer or employee.

13. Publication and Publicity

- A. Recipient may publish results of its participation pursuant to this agreement after prior review by and consent by MDEQ's Project Manager provided that (1) such publications acknowledge that the program is supported by funds granted by MDEQ, and (2) that one (1) copy of the publication is furnished to MDEQ.
- B. Recipient shall use its best efforts to ensure that any publicity received by the Recipient as a result of the work funded by this agreement shall acknowledge that the program is supported by funds granted by MDEQ.

14. Hold Harmless for Personnel Claims

To the extent permitted by Mississippi law, recipient agrees to indemnify, save and hold harmless the Mississippi Commission on Environmental Quality, MDEQ and the state of Mississippi, as well as their employees, from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgments, and costs, including attorney's fees, or expenses on the part of MDEQ or MDEQ's agents or employees arising out of or attributable to work performed under this agreement or the use of facilities or equipment provided to Recipient under the terms of this agreement.

15. Assurances

The Recipient certifies that:

- A. It maintains the legal authority to apply for state assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in the grant application.
- B. It is not presently debarred, suspended, proposed for debarment, declared ineligible from participating in government projects; has not within a three year period preceding this application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public transactions; has not within a three year period preceding this proposal been convicted of violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and has not within a three year period preceding this application had one or more public transactions terminated for default.
- C. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D. It will comply with all applicable requirements or State and Federal laws, executive orders, regulations and policies governing this program.
- E. The Recipient shall maintain current permits and approvals necessary from applicable regulatory agencies to carry out the project/program activities.

16. Enforcement

- A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an award, or elsewhere, MDEQ may take one or more of the following actions, as appropriate in the circumstances:
 - 1. Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by MDEQ;
 - 2. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance;
 - 3. Wholly or partly suspend or terminate the current award for the Recipient's program.

4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available.
- B. In taking an enforcement action, MDEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.
- C. Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless MDEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17. Termination for Convenience

This agreement may be terminated in whole or in part as follows:

- A. By MDEQ with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of a partial termination, the portion to be terminated; or
- B. By the Recipient upon written notification to MDEQ, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDEQ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, MDEQ may terminate the award in its entirety under paragraph A. of this section.

18. Counterparts

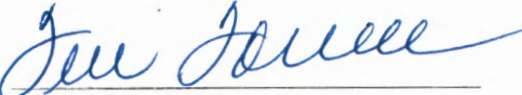
This agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed to be one and the same agreement. A signed copy of this agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same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

19. Remedies

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between MDEQ and the Recipient arising out of, or relating to, this agreement or the breach of it will be decided in a court of competent jurisdiction within the State of Mississippi. Before pleading to the Mississippi judicial system at any level, the Recipient must exhaust all administrative remedies in effect on the date the agreement giving rise to the dispute was executed.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment **RANKIN COUNTY BOARD OF SUPERVISORS** for all approved costs incurred up to and not exceeding \$35,594.00 for the support of approved budget period effort described in application (including all application modifications) cited in this agreement for **RANKIN COUNTY BULKY WASTE AND HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAMS**.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY


(for) Chris Wells
Executive Director

4/27/2021
Date

RANKIN COUNTY BOARD OF SUPERVISORS


Authorized Signature

3-15-21
Date

JARED MORRISON
Typed/Printed Name

Board President
Title

RECEIVED
APR 27 2021
CONTRACTS DEPT.

ATTACHMENT A

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTN: INVOICES
P. O. BOX 2369
JACKSON, MS 39225**

REQUEST FOR PAYMENT

Name of Recipient _____ Grant Agreement No. _____
 Address _____ Person preparing report: _____
 _____ Telephone number: _____
 _____ Request period: From _____ To _____

1. Amount of this payment request: \$ _____
2. Total amount of grant: \$ _____
3. Total prior payments approved: \$ _____
4. Total funds requested to date (*line 1 plus line 3*): \$ _____
5. Balance of grant funds remaining after this request (*line 2 minus line 4*) \$ _____

TO BE COMPLETED ONLY IF RECIPIENT IS PROVIDING FUNDS TO THE GRANT PROJECT.

6. Total funds to be contributed by recipient: \$ _____
7. Amount contributed by recipient to date: \$ _____
8. Balance to be contributed by recipient (*line 6 minus line 7*): \$ _____

I hereby certify that the amount requested is for reimbursement of allowable costs consistent with the terms of this agreement, that request for reimbursement of these costs has not previously been made, and that the amounts requested herein do not exceed budgeted amounts stipulated in the award.

NOTE: Please attach appropriate documentation that supports this payment request (for example, payroll records for Enforcement officer, billing records, volume of tires disposed, volume of solid wastes disposed, location of solid waste sites cleaned up.

 Signature of Authorized Official

 Typed Name and Title of Authorized Official

 Date

ATTACHMENT B

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

RELEASE OF CLAIMS

Agreement Number SW1279

WHEREAS, by the terms of the above-identified agreement entered into by the Mississippi Department of Environmental Quality and the Recipient, **RANKIN COUNTY BOARD OF SUPERVISORS**, it is provided that after completion of all work, and prior to final payment, the Recipient will furnish the Mississippi Department of Environmental Quality with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payments by the Mississippi Department of Environmental Quality to the Recipient pursuant to the above referenced agreement, the sum of \$ _____, the Recipient hereby remises, releases, and forever discharges the Mississippi Department of Environmental Quality, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said agreement except:

RANKIN COUNTY BOARD OF SUPERVISORS

Authorized Signature



Sheriff's Department • Rankin County, Mississippi

BRYAN BAILEY
SHERIFF OF RANKIN COUNTY

May 5, 2021

Board of Supervisors
211 E. Government Street, Suite A
Brandon, MS 39042

RE: Purchase Used Vehicles

Dear Board Members:

Please place on the Board minutes to purchase three used vehicles from Missouri State Highway Patrol, for board approval. We have purchased vehicles from them the past six years. If this is approved a purchase order will be received for the purchase of these vehicles. The vehicles are listed as follows:

2017 Ford Police Interceptor Utility:	Vin# 1FM5K8AR9HGC14575	\$20,500.00	Mileage: 63347
2018 Ford Police Interceptor Utility:	Vin# 1FM5K8AR1JGB34841	\$22,500.00	Mileage: 64858
2019 Ford Police Interceptor Utility:	Vin# 1FM5K8AR0KGB28997	\$24,000.00	Mileage: 64127

Also, please place on Board minutes for board approval for Brett McAlpin, Christain Dedmon, Hunter Lewis and Brian Whittington to travel to Missouri to pick up the vehicles. They will stay over night and travel back next day.

Thank you,

Ken McBroom
Undersheriff

MISSOURI STATE HIGHWAY PATROL
Fleet & Facilities Division
P.O. Box 568
Jefferson City, MO 65102
VEHICLE SALES INVOICE

Invoice Number:

Page 1 of 1

Under provisions of 43.260 RSMo, the Missouri State Highway Patrol is authorized to sell the following used vehicles.

(1) Year and Make of Vehicle: 2017 Ford Police Interceptor Utility Title Number: TDP91108
Serial Number: 1FM5K8AR9HGC14575 P Number: 17268 Price: \$20,500.00
Comments: Mileage 63347 White in color

(2) Year and Make of Vehicle: 2018 Ford Police Interceptor Utility Title Number: TMR75106
Serial Number: 1FM5K8AR1JGB34841 P Number: 18174 Price: \$22,500.00
Comments: Mileage 64858 white in color

(3) Year and Make of Vehicle: 2019 Ford Police Interceptor Utility Title Number: TRT32386
Serial Number: 1FM5K8AR0KGB28997 P Number: 19047 Price: \$24,000.00
Comments: Mileage 64127 White in color

(4) Year and Make of Vehicle: _____ Title Number: _____
Serial Number: _____ P Number: _____ Price: _____
Comments: _____

(5) Year and Make of Vehicle: _____ Title Number: _____
Serial Number: _____ P Number: _____ Price: _____
Comments: _____

Agency: Rankin CountyAddress: 221 N Timber St Brandon, MS. 39042 601-824-7127

By: _____ Title: _____ Date: _____

Upon receipt of a check in the amount of \$67,000.00, payable to the Missouri State Highway Patrol, title(s) to the above identified vehicle(s) will be transferred to the above buyer. No guarantee on the used vehicle(s) is expressed or implied by the Missouri State Highway Patrol.

MISSOURI STATE HIGHWAY PATROL

Saddi Dink
By

Fleet Control Coordinator
Title

04/30/2021
Date

Attachment: Approval to Purchase 3 Used Vehicles for Sheriff's Department (16099 : Authority to Purchase Three (3) Used Ford Police



Proposal for Services

Date:	Proposal #:
1/28/2021	13952

2953 Bienville Blvd #132
Ocean Springs, MS 39564

228-447-4127
866-485-8655 - fax
sales@chemproservices.com

Terms:

1. Payment Due net 30 unless specified otherwise in proposal
2. ChemPro Services will maintain adequate insurance at all times
3. ChemPro guarantees proper licensure per EPA Label and State Requirements.

Remittance Address: 3311 Gulf Breeze Pkwy #350, Gulf Breeze, FL 32563

Bill To:	Customer Contact	Mike Harrison	Ship To
Rankin County, MS Acct. Payable 211 E. Government St. Suite A Brandon, MS 39042 mharrison@rankincounty.org dgentry@rankincounty.org	Customer Phone	601-813-5231	Rankin County, Mississippi
	Customer E-mail	mharrison@rankincounty.org	
	Sales Rep	MS	

Description	Qty	Rate	Total
2021 Roadside Turf Application			
ChemPro would like to submit the following proposal to Rankin County as a "Professional Services" Contract.			
Chempro will apply a custom blend of herbicides to roads specified by Rankin County to control Broadleaf and Grassy Weeds, including Johnsongrass.			
A "mile" includes both sides of the road. The cost of this application, given current herbicide prices, is \$85.00 per mile. Of the 1000 miles of roads maintained by Rankin County, perhaps only 600 miles would benefit from this type of application. This application is typically done two times per year. Once in the winter/spring and once in the summer.			
Application #1:	600	85.00	51,000.00
Application #2:	600	85.00	51,000.00

Herbicide Rates and Application are tailored to each site and may require additional applications, depending on site conditions, weather, and herbicide selection. These circumstances are specific to the customer and the services purchased.

Jared K. Morrison
Customer Signature

Total

\$102,000.00

Jamie Rauch
Sales Support Specialist

ChemPro Services, Inc.



Professional Services Agreement

ChemPro Services agrees to provide the following services to the Rankin County Board of Supervisors:

- Roadside Vegetation Management Consulting
- Herbicide Application and Timing Recommendations
- Mowing Cycle Recommendations
- Spray Truck Specifications and Design
- Herbicide application services, including Roadside Turf and Vertical Brush applications

This is a professional service being offered by ChemPro Services, any commodities used would be a cost for the vendor in providing these services. This agreement is accompanied by a proposal for all services to be rendered at the rate of \$85 per road mile for Bermuda release and \$112.50 per acre for Vertical Brush Control. The estimated road miles are determined by the County Road Manager based on need and budget constraints and if mileage is reduced or increased for any reason, as determined and authorized by the Road Manager, costs will be adjusted accordingly. Invoices for the services provided will be presented to Rankin County for payment after the service has been completed. ChemPro agrees to carry General Liability Insurance coverage at all times. Either party to this agreement may cancel this service agreement by the giving of a thirty (30) day written notice of termination to the other party.

Michael Schulman
Representative, ChemPro Services, Inc.

1-28-2021
Date

Jared K Morrison
Representative, Rankin County

5-14-21
Date