

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, NOVEMBER 19, 2013 - 7:00 P.M.
MUNICIPAL COURTROOM – 305 MONROE STREET**

WELCOME AND CALL TO ORDER Mayor Phil Fisher

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Cashion followed by the pledge of allegiance to the flag led by Alderman Brabham.

ROLL CALL City Clerk, Russell Wall

Present: Jehu Brabham – Alderman-at-Large
 David Ellis – Alderman Ward 1
 William O Barnett – Alderman Ward 3
 Greg Cronin – Alderman Ward 4
 Jan Cossitt – Alderwoman Ward 5
 Mike Cashion – Alderman Ward 6

Absent: Vacant – Alderman Ward 2

RECOGNITIONS

Russell Wall, City Clerk announced to the board that for the 9th straight year the City of Clinton was awarded the Certificate of Achievement for Excellence in Financial Reporting for the 2012 Comprehensive Annual Financial Report.

APPROVAL OF CONSENT AGENDA ITEMS A - U

MOTION made by Alderman Ellis and **SECONDED** by Alderman Brabham to approve the Consent Agenda Items A-U. Item V was removed from the agenda and no vote was taken. Item G will serve to advertise favorably the opportunities, possibilities and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

DEPARTMENT HEAD REPORTS

Mike Warren, Police Chief reported to the board the statistics for calls for service, traffic stops, number of tickets written and number of arrests made during the first two weeks of November 2013 compared to the same period in 2012. The Chief updated the board on various activities the Police Department has been involved in. These activities included an update on the citations

written as a result of the traffic enforcement grant the Police Department received, the advertisement of the Drive Sober or Get Pulled Over campaign, the hiring of two new dispatchers, and that on December 5, 2013 there would be a graduation ceremony for officers sent to the Police Academy.

Barry Burnside, Fire Chief reported the statistics on the number of service calls including medical and fire calls during the previous week of November 2013 as compared to the same period in 2012. He also updated the board on various activities and programs the Fire Department was involved in. These activities and programs included an update on the maintenance to Fire Engine #3, training of firefighters, the hiring of four new firefighters, Station tours, the Fit Fire Fighter program, the Table Top exercise held with the FBI, and that there would be an open house for Station #2 from 10:00 am – 6:00 pm on November 22, 2013.

Mike Parker, Director of Public Works updated the board on the various activities and programs the Public Works Department was involved in. These activities and programs included an update on the meeting he attended in the last month, that the zero turn mowers in his department have been converted to propane, the County would be assisting with repairs to the Twin Oak bridge, that there would be no garbage collection on Thanksgiving, Christmas, and New Years and there would be no make days, garbage collection letters have been sent out, and he gave an update on the NRCS projects and the Pinehaven Drive expansion project. He also announced that he had received 15,000 assorted tulip bulbs that would be planted throughout the City.

BOARD OF ALDERMEN DISCUSSION AND REPORTS

There were no items from the Board of Aldermen.

MAYOR'S DISCUSSION AND REPORTS

APPROVE THE APPOINTMENT OF MIKE BALLARD TO THE CITY'S HISTORICAL PRESERVATION COMMITTEE

Upon presentation by Phil Fisher, Mayor, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Barnett the board approved the appointment of Mike Ballard to the City's Historical Preservation Committee. **MOTION CARRIED UNANIMOUSLY**

APPROVE AN ORDER DECLARING THE WARD 2 ALDERMAN OFFICE VACANT AND SETTING JANUARY 3, 2014 AS THE DATE OF A SPECIAL ELECTION TO FILL THE OFFICE OF WARD 2 ALDERMAN IN ACCORDANCE WITH SECTION 23-15-857 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Ellis and **SECONDED** by Alderman Cashion the board approved an Order declaring the Ward 2 Alderman office vacant and setting January 3, 2014 as the date of a Special Election to fill the office of Ward 2 Alderman in accordance with Section 23-15-857 of the Mississippi Code of 1972 Annotated. **MOTION CARRIED UNANIMOUSLY**

APPROVE AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE AGREEMENT TO TELEPAK NETWORKS, INC. DBA C SPIRE FIBER

Upon presentation by Mark Jones , Director of Communications, **MOTION** made by Alderman Barnett and **SECONDED** by Alderwoman Cossitt the board approved an Ordinance granting a non-exclusive franchise agreement to Telepak Networks, Inc. dba C Spire Fiber. **MOTION CARRIED UNANIMOUSLY**

During the discussion of this item several Alderman made various comments.

Alderman Brabham wanted it understood that the City did not give anything to C Spire that AT&T and Comcast did not have. He also wanted it understood that C Spire had asked for a 25 year agreement which is the most that can be given. AT&T had asked for 10 years and Comcast had asked for 15 years.

Alderman Ellis had asked about the differences in the agreement as compared to the AT&T and Comcast agreements. The major difference was in the term of the agreements.

Alderman Cronin commented that C Spire was not given anything that the other franchise agreements did not have and he welcomed business coming to Clinton to provide these types of services.

Alderman Cashion asked for an explanation of the calculation of Gross Revenues. Basically all franchisors would pay the City 3% on Gross Revenues that was basically on the basic tier of services.

APPROVE THE PURCHASE, DESIGN AND MARKETING OF A MOBILE APP FOR BOTH ANDROID AND APPLE IOS PLATFORMS

Upon presentation by Mark Jones, Director of Communications, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Ellis the board approved the purchase, design and marketing of a mobile app for both Android and Apple IOS platforms. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE ACCEPTANCE OF A GRANT AWARD FROM THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY IN THE AMOUNT OF \$11,450.00 TO PURCHASE A NEW AUDIO/VIDEO SYSTEM

Upon presentation by Mike Warren, Police Chief, **MOTION** made by Alderman Ellis and **SECONDED** by Alderman Barnett the board approved the acceptance of a grant award from the Mississippi Department of Public Safety in the amount of \$11,450.00 to purchase a new audio/video system. **MOTION CARRIED UNANIMOUSLY**

APPROVE ACCEPTING A DONATION OF \$3,000.00 FROM THE CLINTON PUBLIC SCHOOLS

Upon presentation by Barry Burnside, Fire Chief, **MOTION** made by Alderman Cashion and **SECONDED** by Alderwoman Cossitt the board approved accepting a donation of \$3,000.00 from the Clinton Public Schools. **MOTION CARRIED UNANIMOUSLY**

APPROVE EMERGENCY WATER MAIN REPAIRS LOCATED AT PINEHAVEN DRIVE AND GORE STREET IN THE AMOUNT OF \$16,684.00

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderwoman Cossitt and **SECONDED** by Alderman Brabham the board approved emergency water main repairs located at Pinehaven Drive and Gore Street in the amount of \$16,684.00. **MOTION CARRIED UNANIMOUSLY**

APPROVE EMERGENCY WATER RELOCATION FOR THE PINEHAVEN DRIVE PROJECT AT THE CHURCH OF LATTER DAY SAINTS IN THE AMOUNT OF \$9,110.00

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Cronin the board approved the emergency water relocation for the Pinehaven Drive project at the Church of Latter Day Saints in the amount of \$9,110.00. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE SOUTHERN OAKS SPECIAL ASSESSMENT FOR THE SEWER IMPROVEMENTS PROJECT

This item was removed from the agenda and no action was taken.

APPROVE A PROCLAMATION DECLARING OCTOBER AS RACIAL RECONCILIATION CELEBRATION MONTH

Upon presentation by Phil Fisher, Mayor, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Barnett the board approved a proclamation declaring October as Racial Reconciliation Celebration Month. **MOTION CARRIED UNANIMOUSLY**

OTHER BUSINESS

APPROVE AWARDING THE BID FOR THE 2013 NRCS PROJECTS TO S & S EXCAVATION, LLC FOR \$221,463.00 AS BEING THE LOWEST AND BEST BID CONTINGENT UPON APPROVAL BY NRCS AND FUTUREMORE AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS RELATING TO THESE PROJECTS

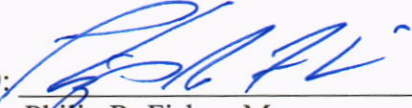
Upon presentation by Bill Owen, Consulting Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Ellis the board approved awarding the bid for the 2013 NRCS projects to S & S Excavation, LLC for \$221,463.00 as being the lowest and best bid contingent upon approval by NRCS and furthermore authorizing the Mayor to execute any and all documents relating to these projects. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE NOMINATION OF LISA SHOEMAKER TO THE PLANNING AND ZONING COMMISSION

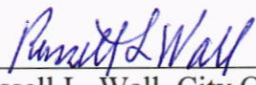
Upon presentation by Jan Cossitt, Alderwoman Ward 5, **MOTION** made by Alderwoman Cossitt and **SECONDED** by Alderman Cashion the board approved the nomination of Lisa Shoemaker to the Planning and Zoning Commission. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 8:09 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Ellis to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held December 3, 2013 at 7:00 p.m. **MOTION CARRIED UNANIMOUSLY**

APPROVED: 
Philip R. Fisher, Mayor

11/21/13
Date

ATTEST: 
Russell L. Wall, City Clerk

11-21-13
Date



ORDER: DECLARING THE WARD 2 ALDERMAN OFFICE VACANT AND
SETTING JANUARY 3, 2014 AS THE DATE OF A SPECIAL ELECTION
TO FILL THE OFFICE OF WARD 2 ALDERMAN IN ACCORDANCE
WITH SECTION 23-15-857 OF THE MISSISSIPPI CODE OF 1972
ANNOTATED

On motion made by Alderman Ellis, seconded by Alderman Cashion, the Board adopted an Order declaring the Ward 2 Alderman office vacant and setting January 3, 2014 as the date of a special election to fill the office of Ward 2 Alderman in accordance with Section 23-15-857 of the Mississippi Code of 1972 Annotated.

Approved this the 19th day of November, 2013, at the regular meeting of the Mayor and Board of Aldermen, of the City of Clinton, Mississippi upon the vote being as follows, to-wit:

Alderman Jehu Brabham	Voted: AYE
Alderman David Ellis	Voted: AYE
Alderman Ward 2	Voted: Vacant
Alderman William O Barnett	Voted: AYE
Alderman Greg Cronin	Voted: AYE
Alderwoman Jan Cossitt	Voted: AYE
Alderman Mike Cashion	Voted: AYE

APPROVED: _____

Phillip R Fisher, Mayor

ATTEST: _____

Russell L. Wall, City Clerk



**AN ORDINANCE OF THE CITY OF CLINTON, MISSISSIPPI
GRANTING A NON-EXCLUSIVE FRANCHISE
TO TELEPAK NETWORKS, INC.
TO LAY, CONSTRUCT, MAINTAIN, REPLACE, REPAIR, AND OPERATE
FIBER OPTIC CABLE
AND APPURTENANT TELECOMMUNICATIONS FACILITIES
IN, UNDER, OVER, AND ACROSS AND ALONG ALL STREETS, AVENUES,
ALLEYS
HIGHWAYS, ROADS, BRIDGES, VIADUCTS AND PUBLIC PLACES
IN THE CITY OF CLINTON, MISSISSIPPI**

WHEREAS, Telepak Networks, Inc. dba C Spire Fiber ("Telepak"), is a Mississippi corporation, incorporated or organized, among other things for the purpose of constructing telephone lines and furnishing intrastate telecommunications services in the State of Mississippi. Telepak obtained a certificate of public convenience and necessity to provide such telecommunications services in Mississippi on October 14, 1999, in Mississippi Public Service Commission Docket No. 99-UA-621, and

WHEREAS, Telepak is in the process of constructing certain telecommunications facilities as authorized by the Mississippi Public Service Commission in Docket No. 99-UA-621. A portion of these facilities will be located within the city limits of Clinton, Mississippi, and

WHEREAS, Section 77-9-711 of the Mississippi Code of 1972, as amended, grants companies such as Telepak the authority to construct telecommunications facilities along and across public highways and streets, but not in a manner so as to be dangerous to persons or property or to unreasonably interfere with the common use of such highways and streets, and

WHEREAS, Section 77-9-713 of the Mississippi Code of 1972, as amended, authorizes the City of Clinton, Mississippi the authority to regulate the manner in which such facilities shall be constructed and maintained along and within the rights-of-way of the municipality's streets, and

WHEREAS, the City of Clinton, Mississippi does hereby find and adjudicate that the incorporated proposal of Telepak for the operation of a telecommunications facility in Clinton, Mississippi is in the best interest of the citizens of the City of Clinton, Mississippi and that the following franchise agreement is reasonable and in the best interests of the City of Clinton, Mississippi. The City of Clinton, Mississippi is authorized under the provisions of Sections 21-27-1, 21-13-3, and 77-9-713 of the Mississippi Code of 1972, as amended, to grant the franchise and the ordinance should be adopted.

**THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF
ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI AS FOLLOWS:**

TELECOMMUNICATIONS FRANCHISE AGREEMENT

BETWEEN

THE CITY OF CLINTON, MISSISSIPPI

AND

TELEPAK NETWORKS, INC.

November 19, 2013

The City of Clinton, Mississippi, a Mississippi municipal corporation ("City"), and Telepak Networks, Inc. dba C Spire Fiber, a Mississippi corporation ("Telepak"), enter into this Telecommunications Franchise Agreement ("Agreement") as of November 4, 2013 (the "Agreement Date"). City and Telepak are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

UNDERSTANDING

- A. Telepak has applied for a franchise from the City for the purposes of laying, constructing, maintaining, replacing, repairing and operating a Telecommunications System (as defined herein) which may be used to provide Telecommunications Service (as defined herein), Video Services (as defined herein), and/or Other Services (as defined herein) to customers located in the City as determined by Telepak.
- B. Telepak has provided the Mayor and Board of Aldermen with a franchise proposal, which the City, its representatives and Telepak have discussed and adjusted in accordance with the needs and interests of the City and its citizens, taking into account the costs.
- C. The Board of Aldermen, after evaluating Telepak's final proposal in the form of this Agreement, and after hearing the comments of interested parties, has determined that Telepak has the financial, legal and technical ability to fulfill the obligations under this Agreement. The City has further determined that it will serve the public interest to grant Telepak a franchise on the terms and conditions of this Agreement.

Based on the above understanding, the Parties enter into this Agreement.

AGREEMENT

SECTION I-DEFINITIONS

1. Definitions.

For the purpose of this Agreement, the following terms, phrase, words, and abbreviations shall have the following meanings:

"Affiliates" means an entity which, owns or controls, is owned or controlled by, or is under common ownership with Telepak.

"Agreement" means this Telecommunications Franchise Agreement, as amended.

"Agreement Date" means November 19, 2013.

"Basic Video Services Tier" means the Video Services tier which includes the retransmission of local television broadcast signals and which is also the tier to which the largest number of Subscribers are currently purchasing.

"Facilities" means all fiber optic wires, poles, wires, telecommunications, amplifiers, electronics, transmission and reception equipment, pedestals, towers, dishes, supporting hardware, and related equipment and fixtures necessary and desirable to construct and maintain the Telecommunications System and to provide Services (as defined herein) under this Agreement.

"FCC" means Federal Communications Commission.

"Franchise" means an initial authorization or renewal issued by the City whether such authorization is designed as an agreement, franchise, permit, license, resolution, contract, certificate or otherwise, which authorizes the construction and operation of the Telecommunications System for the purpose of offering Services to Subscribers.

"Gross Revenues" means any revenue derived by Telepak from the operation of the Telecommunications System to provide Telecommunications Services and Video Services to Subscribers in the Service Area, adjusted for non-payment. Gross Revenues shall include Video Services fees for Telepak's Basic Video Services Tier and Telecommunications Services fees for Telepak's local calling plan offering. The term Gross Revenues shall not include any taxes on services furnished by Telepak or franchise fees imposed by any municipality, state, or other governmental unit and collected by Telepak for such governmental unit.

"Other Services" means services lawfully provided by Telepak in the Service Area in addition to Telecommunications Service and Video Services, including,

without limitation, private network services, broadband services, internet access services, voice mail, call waiting, call forwarding, and distance learning services.

“PEG Access” means the public, educational and governmental access to a channel on the Telecommunications System dedicated by Telepak to the City under this Agreement.

“Person” means an individual, partnership, association, joint stock company, trust, corporation, limited liability company, or governmental entity.

“Public Way” means the surface of, and the space above and below, any public street, highway, bridge, alley, sidewalk, easement or other public right-of-way, including, without limitation, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses held by the City in the Service Area.

“Services” collectively refers to Telecommunications Services, Other Services and Video Services.

“Service Area” means the areas of the City where Subscribers are reasonably accessible from the distribution network of the Telecommunications System.

“Subscribers” means a Person who lawfully receives Services with Telepak’s express permission.

“Telecommunications Service” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of facilities used.

“Telecommunications System” means Telepak’s Facilities, consisting of a set of closed transmission fiber optic paths and associated signal generation, reception, and control equipment or other communication equipment that is designed to provide Services to Subscribers.

“Telepak” means Telepak Networks, Inc., or its lawful successor or assigns.

“Video Services” means the one-way transmission to Subscribers within the City of video programming (programming provided by, or generally considered comparable to programming provided by, a television broadcast station) or other programming services (information that Telepak makes available to all Subscribers generally).

SECTION II-GRANT OF FRANCHISE

1. Grant.

The City grants to Telepak a non-exclusive franchise authorizing Telepak to construct and operate a Telecommunications System in the Public Ways and to offer Services within the Service Area. Subject to the terms of this Agreement and applicable law, Telepak may erect, install, construct, operate, maintain, repair, replace, expand, and reconstruct its Telecommunications System in any Public Way.

2. Term.

The Franchise granted under this Agreement shall be for an initial term of twenty-five (25) years from the Agreement Date, unless otherwise lawfully terminated (the "Initial Term"). At the end of the Initial Term this Agreement shall automatically renew for two (2) consecutive periods of ten (10) years (each a "Renewal Term") unless Telepak gives the City notice of its intention not to renew at least six (6) months prior to the Initial Term or any Renewal Term. The Initial Term and any Renewal Term(s) are sometimes collectively referred to herein as the "Term." At the end of the Term either Party may commence negotiations for a renewal of the Franchise by giving the other Party written notice not more than two (2) years prior to the end of the Term.

SECTION III-SYSTEM CONSTRUCTION

1. System Construction.

- (a) When Telepak wishes to construct a portion of its Telecommunications System it shall provide City with written notice thereof along with drawings of the proposed locations of its Facilities ("Construction Notice"). The City shall have five (5) business days from its receipt of the Construction Notice to notify Telepak of any issues, else the Construction Notice shall be deemed approved and Telepak may thereafter begin construction. If the City notifies Telepak of any issues with the Construction Notice within the five (5) business day period, the Parties shall promptly meet (no more than ten (10) business days later) to discuss the requested adjustments to Telepak's construction plans. Thereafter, Telepak will deliver to the City a revised Construction Notice reflecting the agreed upon changes to its construction plans and from that point Telepak shall be permitted to move forward with its construction. The foregoing shall constitute the permitting/approval process for Telepak's Facilities notwithstanding any other City ordinances. The City shall not charge Telepak any permitting fees of any kind during the Term.

- (b) Upon completion of any construction of the Telecommunications System during the Term, Telepak shall provide the City with as built drawings of the current Telecommunications System. The City agrees that Telepak is under no obligation to build its Facilities to cover the entire City, to serve any particular Person located in the City, or otherwise. The decision of when and where to construct its Facilities is solely within the discretion of Telepak as is the determination of what Services to provide during the Term.
- (c) Within ten (10) days of the Agreement Date the City provide Telepak with written notice of one Person to be Telepak's point of contact during the Term of this Agreement (the "Project Manager"). The Project Manager shall have the authority to approve Construction Notices and to otherwise deal with Telepak under the terms of this Agreement. The Project Manager may be changed by the City at any time upon ten (10) days prior written notice to Telepak.

2. Conditions on Commencement of Upgrading.

The City acknowledges that Telepak has based its plans and cost estimates on reasonable access to Public Ways, poles, conduits, Subscriber premises, and other space for Telepak's Facilities. Telepak reserves the right to adjust its construction plans and timing or rescind this Agreement in the event that Telepak faces substantial interference or delay in such access. Throughout the Term of this Agreement, Telepak shall be entitled expand and upgrade its Telecommunications System as it deems reasonably necessary. In addition, City will allow Telepak access to poles owned by City at no cost for the purpose of attaching its Facilities, provided there is room for such pole attachments and Telepak pays for the costs of installation, removal, and maintenance of its Facilities on such City owned poles.

**SECTION IV-PUBLIC, EDUCATION AND GOVERNMENT ACCESS
CHANNEL**

1. PEG Access Channel.

At any time after the completion of the initial construction of the Telecommunications System under Section III(1), the City may request Telepak to provide the City one (1) video channel for noncommercial PEG Access use. Telepak shall provide the PEG Access channel within one hundred and eighty (180) days of City's request.

2. Regulation of PEG Access Channel.

The City shall establish reasonable regulations governing use by the public of the PEG Access channel and the content broadcast over the channel. Telepak shall

have the right to prohibit the broadcast of inappropriate or illegal programming over the channel in its sole reasonable discretion and in accordance with applicable law. The City shall be solely responsible for all costs, expenses, and equipment necessary for and related to producing or transmitting content over the PEG Access channel. Telepak shall have no obligation, financial or otherwise, other than the obligation to provide access to one video channel for noncommercial PEG Access use.

3. Return of PEG Access Capacity to Telepak.

In the event that unused capacity exists on the PEG Access channel, Telepak may request the City to return that capacity to Telepak for Telepak's use. The City shall not unreasonably deny such request.

SECTION V-REGULATION BY THE CITY

1. Franchise Fee.

- (a) Telepak shall pay to the City a Franchise fee equal to the lesser of: (i) Three percent (3 %) of Gross Revenues received by Telepak from sale of the Basic Video Services Tier to Subscribers within the City; or (ii) the lowest percentage payable by a third party provider of Video Services to Subscribers within the City.¹
- (b) Telepak shall also pay to the City a Franchise fee equal to two percent (2%) of Gross Revenues received by Telepak from the sale of Telecommunications Services (local calling plan only) to Subscribers within the City.
- (c) The Franchise fee payments set forth in (a) and (b) above shall be computed quarterly as of the last day of March, June, September, and December of each year, and shall be due and payable sixty (60) days after the close of each quarter. Each payment shall be accompanied by a brief report from Telepak showing the basis for the computation. Each payment must be received by the City on the due date. Telepak shall pay City an additional charge of one percent (1%) per month, for each month the total amount due to the City is not received by City by the due date.
- (d) All amounts paid shall be subject to audit by City no more than once each calendar year upon at least ten (10) business days prior written notice to Telepak. If any audit reveals an underpayment by Telepak of five percent (5%) or more during any annual audit period, Telepak shall be responsible for City's reasonable out of pocket costs associated with the audit. Any

¹ City will cooperate with Telepak to determine the lowest rate payable by other providers of Video Services to Subscribers in the City prior to execution of this Agreement.

underpayments shall be paid to City within ten (10) business days after notification to Telepak.

2. Transfer of Franchise.

Telepak must notify the City not less than sixty (60) days prior to any proposed sale or transfer of this Franchise. Telepak shall not sell, assign, transfer or dispose of its interest in the Franchise or the Agreement without the prior written consent of the City, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Telepak may assign this Agreement to a purchaser of its voting stock or all or substantially all of its assets without consent but with written notice to City.

SECTION VI-OPERATIONAL STANDARDS

1. Condition of Street Occupancy.

Telepak shall install all Facilities so as to minimize interference with the proper use of Public Ways, public utilities and with the rights and reasonable convenience of City and property owners whose property adjoins any Public Ways. Telepak will comply with Sections 77-13-1 et seq. of the Mississippi Code of 1972, as amended ("Mississippi One Call" statute). The City shall locate its utility lines promptly as required by the Mississippi One Call statute. Telepak will not locate the City's utility lines or those of any third party. Upon completion of any Facilities, Telepak will furnish an as built drawing of the Facilities located within the City to the City.

2. Restoration of Public Ways.

Telepak shall restore any disturbance it causes to any Public Way to a condition reasonably comparable to the condition of the Public Way existing before the disturbance.

3. Relocation at Request of City.

After receipt of at least ninety (90) days prior written notice, Telepak shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of Telepak when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewer, drains, gas or water pipes, or any other type of structures or improvements by the City. Telepak shall in all cases have the right to abandon its property.

4. Relocation at Request of Third Party.

On the request of any Person holding a building construction or moving permit issued by the City, Telepak shall temporarily relocate its Facilities to permit the construction or moving of such building, provided: (a) the expense of such temporary relocation is paid by the requesting Person; and (b) Telepak receives at least ninety (90) days prior written notice to arrange for such temporary relocation.

5. Trimming of Trees and Shrubbery.

Telepak shall have the authority to trim trees or natural growth on Public Ways which may effect its Telecommunications System in the Service Area to prevent interference with Telepak's Facilities. Telepak shall reasonably compensate the City or property owner for any damages caused by such trimming, or shall reasonably replace all trees or shrubs damaged and otherwise restore any other damage caused by or resulting from its activities.

6. Technical Standards.

Telepak shall install, operate, and maintain the Telecommunications System in a good and workmanlike manner, free from defects in material and workmanship, and in accordance with applicable FCC regulations. Telepak shall install its aerial facilities, if any, in accordance with requirements of the National Electric Safety Code in effect on the Agreement Date, and in such manner that they will not unreasonably interfere with installations of the City or of a public utility serving the City.

SECTION VII-COMPLIANCE AND MONITORING

Once per calendar year during the Term of this Agreement and upon not less than thirty (30) business days notice to Telepak, City may review Telepak's books and records pertaining to the Telecommunications System and the provision of Telecommunications Service within the Service Area at Telepak's business office during normal business hours and on a nondisruptive basis, as is reasonably necessary to monitor compliance with the terms of this Agreement. Telepak shall not be required to disclose information that is reasonably deemed to be proprietary or confidential. The City agrees to treat any information disclosed by Telepak as confidential and only to disclose it to employees, representatives, and agents that have a need to know.

SECTION VIII-INSURANCE

Telepak shall maintain in full force and effect during the Term of this Agreement, comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury, and property damages. Prior to commencing construction of the Telecommunications System, Telepak shall provide the

City with a certificate of insurance designating it as an additional insured. Such insurance shall be non-cancelable except upon thirty (30) days prior written notice to the City.

SECTION IX-ENFORCEMENT AND TERMINATION OF AGREEMENT

1. Notice of Noncompliance.

If the City believes that Telepak has not materially complied with any material term (other than payment of Franchise fees and changes) of this Agreement, it shall notify Telepak in writing. The notice shall state with specificity the basis for the alleged material noncompliance.

2. Telepak's Right to Cure or Respond.

Telepak shall have thirty (30) days from receipt of the notice described in Section IX(1) to respond as follows:

- (a) Respond to the City contesting the assertion of noncompliance;
- (b) Cure the noncompliance; or
- (c) In the event Telepak's commercially reasonable efforts cannot cure the noncompliance within the thirty (30) day period, Telepak shall initiate reasonable steps to remedy the noncompliance and notify the City of the steps being taken and the projected date of completion.

3. Public Hearing.

If Telepak fails to respond to the notice described in Section IX(1) under the procedures set forth in Section IX(2), or if Telepak does not cure the alleged noncompliance within sixty (60) days after receiving notice of noncompliance, the City shall schedule a public hearing to investigate the noncompliance. Such public hearing shall be held at the next regularly scheduled meeting of the City which is scheduled at a time which is no less than ten (10) business days from the expiration of the sixty (60) day period. The City shall notify Telepak in writing of the time and place of such meeting and provide Telepak with an opportunity to be heard.

4. Enforcement.

Subject to applicable law, if the City, after a public hearing, where applicable, determines that Telepak remains in material noncompliance with a material term of this Agreement, the City may pursue the following remedies:

(a) In the case of a default of a material provision of this Agreement, terminate this Agreement and revoke the Franchise; or

(b) Commence an action at law for monetary damages or seek other equitable relief. Should the City prevail in any such action. Telepak shall pay City for its legal fees and attendant costs and expenses incurred in such action.

Telepak shall not be held in default for noncompliance with this Agreement, nor suffer any enforcement or penalty, where such noncompliance or alleged defaults are caused by strikes, acts of God, acts of terrorism, power outages, acts of the City, its employees, or representatives, or other events reasonable beyond its ability to control.

5. Failure to Pay Franchise Fees and Charges.

In the event the Telepak has not paid the City Franchise fees, and late charges owing under Section V, when due, City shall send Telepak a certified letter notifying Telepak it is in default. Telepak shall have fifteen (15) business days from the date of its receipt of the letter to cure the default. In the event Telepak fails to cure the default by paying all Franchise fees and late charges due, then the City shall notify Telepak of City's intention to revoke the Franchise. The notice of intention to revoke Franchise shall be sent certified mail to Telepak not less than ten (10) business days prior to a Board Meeting of the City. The letter shall notify Telepak of the date, time, and place of the Board Meeting and the right of the Telepak to be present and participate meeting. At the Board Meeting, the City may revoke the Franchise of Telepak if it has not cured the default in full.

6. Upon the expiration or termination of this Agreement, Telepak may enter upon the Public Ways and remove its property at its own risk and restore the Public Ways to their former grade, contour and condition.

SECTION X-THEFT OF SERVICE

It shall be a misdemeanor for any Person to create, allow to create, or make use of any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of the Telecommunications System without the express consent of Telepak. Further, without the express consent of Telepak, it shall be a misdemeanor for any person to tamper with, remove, or injure any property, equipment, or part or the Telecommunications System or any means of receiving Services. Violation of this section of this ordinance shall constitute a misdemeanor punishable by a fine not to exceed \$500.00 and/or six months imprisonment.

SECTION XI-MISCELLANEOUS

1. Actions of the Parties.

In any action by Telepak or the City mandated or permitted under this Agreement, the Party shall act in a reasonable, expeditious, and timely manner. In any instance where approval or consent is required, such approval or consent shall not be unreasonable withheld.

2. Notice.

Any notice or response required by this Agreement shall be in writing and shall be deemed given upon receipt: (a) when hand delivered; (b) when delivered by commercial courier; or (c) after having been posted in a properly scaled and correctly addressed envelope by certified or registered mail, postage prepaid, at a post office maintained by U. S. Postal Service.

Mayor of the City of Clinton

P.O. Box 156

Clinton, MS 39060

With a copy to:

KEN DAEHER, City Attorney

P.O. Box 156

Clinton, MS 39060

The notices or responses to Telepak shall be addressed as follows:

Senior Vice President

Telepak Networks, Inc.

1018 Highland Colony Parkway, Suite 400

Ridgeland, MS 39157

With a copy to:

W. Ken Rogers, Jr.

Brunini, Grantham, Grower & Hewes, PLLC

P.O. Drawer 119

Jackson, MS 39205

The City and Telepak may designate such other address or addresses from time to time by giving notice to the other as provided in this Section.

3. Severability.

If the legislature or a court or regulatory agency or competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unconstitutional, all other provisions of this Agreement will remain in full force and effect for the term of the Agreement or any renewal.

4. Change of Law.

In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of City or Telepak to perform any material terms of this Agreement, the Parties agree to amend this Agreement as necessary to comply with the changes in the law within thirty (30) days' of the receipt of written notice of such change in law.

5. Entire Agreement.

This Agreement represents the entire agreement between the Parties as relates to the subject matter hereof. As such no other City ordinances shall apply to Telepak's provision of Services or construction of its Facilities as provided in this Agreement. Any and all other City ordinances which conflict with the terms of this Agreement are expressly superseded.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties execute this separate page and Agreement as of the Agreement Date.

City of Clinton, Mississippi

[Signature], Mayor

WITNESS:

[Signature], City Clerk

Telepak Networks, Inc.

Gregg Logan, Senior Vice President

WITNESS:

Alderman BARNETT moved the adoption of the ordinance in its entirety, which motion was seconded by Alderman ALDERMAN. The motion to adopt was passed by roll call vote as follows:

Alderman at Large Jehu Brabham	voted: <u>AYE</u>
Alderman David Ellis	voted: <u>AYE</u>
Alderman Bill Barnett	voted: <u>AYE</u>
Alderman Greg Cronin	voted: <u>AYE</u>
Alderman Jan Cossitt	voted: <u>AYE</u>
Alderman Mike Cashion	voted: <u>AYE</u>

The Mayor then declared the ordinance adopted this the 19th day of November, 2013.

[Signature] - MAYOR

ATTEST:

[Signature], CITY CLERK





Invoice

bfac, LLC

805 S. Wheatley
Suite 210
Ridgeland MS 39157

RECEIPT # 111313
DATE: NOVEMBER 13, 2013

CLIENT: City of Clinton

QTY	ITEM #	DESCRIPTION	UNIT PRICE		AMOUNT OWED
1	Bfac App	Mobile app	\$1,200.00		\$1,200.00
1		Design	Included		0
1		Set up	Included		0
1		App hosting	Included		0
1		Unlimited downloads	Included		0

TOTAL DISCOUNT

TOTAL	\$1,200.00
TAX	
STILL OWES	\$1,200.00

THANK YOU FOR YOUR BUSINESS!



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

October 28, 2013

Phil Fisher, Mayor
City of Clinton
305 Monroe Street
Clinton, MS 39056

Subject: Project Number: **12WB2061**
Effective Date: **10/01/13**

Dear Mayor Fisher,

We are pleased to inform you that the Division of Public Safety Planning has approved your subgrant application for the **JAG Wrongful Convictions Grant** in the amount of **\$11,450.00**. Enclosed are the following contractual items. Please read these documents to determine your requirements under the subgrant.

1. Subgrant Signature Sheet (2 copies)
2. Budget Summary
3. Cost Summary Support Sheet(s) (initial)
4. OJP JAG Statement of Special Conditions (initial)
5. OJP Subgrant Standard Assurances; (Attachment A)
6. Certification of Equal Employment Opportunity (Attachment B)
7. Federal Civil Rights Compliance Checklist (Attachment C)
8. Civil Rights Training Certification Form (Attachment C-2)
9. Discrimination Complaint Policies and Procedures (Attachment E)
10. Certification Regarding Debarment (Attachment F)
11. Certification Regarding Lobbying (Attachment G)
12. Match Certification (Attachment H)
13. A copy of your current CCR Registration

We particularly want to bring to your attention the requirement that **items 1-12 should be signed or initialed in blue ink and returned to us immediately**. Please retain a copy for your files. If there are questions concerning this award, please contact Sharon Nguyen at (601) 977-3756.

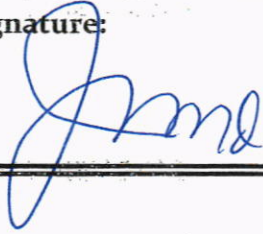
Sincerely,

A handwritten signature in blue ink, appearing to read "Joyce Word", is written over the word "Sincerely,".

Joyce Word
Office Director

Enclosures

SUBGRANT SIGNATURE SHEET
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF JUSTICE PROGRAMS
 3750 I-55 N. Frontage Road
 Jackson, MS 39211
 Phone: (601) 987-4990 Fax: (601) 987-4154

1. Name, Address, & Phone Number: City of Clinton 305 Monroe Street Clinton, MS 39056 Peterson218@clintonpd.org	2. Effective Date: October 1, 2013 3. Subgrant Number: 12WB2061 4. Grant Identifier (Funding Source & Year) 2012-DJ-BX-0444 Wrongful 5. Beginning & Ending Dates: October 1, 2013 – September 30, 2014 6. Subgrant Payment Method: ☒ Cost Reimbursement ☐ Other																																																																												
7. The following funds are obligated: Wrongful Conviction Grant.																																																																													
Budget Category	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="6" style="text-align: center;">Source of Funds</th> <th rowspan="2" style="text-align: center;">Total Program Budget</th> </tr> <tr> <th style="text-align: center;">Federal</th> <th style="text-align: center;">%</th> <th style="text-align: center;">State/Local</th> <th style="text-align: center;">%</th> <th style="text-align: center;">In-Kind</th> <th style="text-align: center;">%</th> </tr> <tr> <td>Personnel</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Fringe Benefits</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Equipment</td> <td style="text-align: right;">\$8,587.50</td> <td></td> <td style="text-align: right;">\$2,862.50</td> <td></td> <td></td> <td style="text-align: right;">\$11,450.00</td> </tr> <tr> <td>Travel</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Operating Expenses</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Contractual Services</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Miscellaneous</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Indirect Costs</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$8,587.50</td> <td></td> <td style="text-align: right;">\$2,862.50</td> <td></td> <td></td> <td style="text-align: right;">\$11,450.00</td> </tr> </table>	Source of Funds						Total Program Budget	Federal	%	State/Local	%	In-Kind	%	Personnel							Fringe Benefits							Equipment	\$8,587.50		\$2,862.50			\$11,450.00	Travel							Operating Expenses							Contractual Services							Miscellaneous							Indirect Costs							TOTAL	\$8,587.50		\$2,862.50			\$11,450.00
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8. The Subgrantee agrees to operate the program outlined in this subgrant in accordance with all provisions of this subgrant as included herein. The following sections are attached and incorporated into this agreement. Attachment A - Statement of Special Conditions Attachment B - Standard Assurances Attachment E - Drug-Free Workplace Certification (When Applicable) Attachment C - Certification Regarding Debarment, etc. Attachment D - Certification Regarding Lobbying																																																																													
AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE																																																																												
9. Typed Name & Title of Approving DPSP Official: Joyce Word, Office Director	10. Typed Name & Title of Authorized Subgrantee Official: Phil Fisher, Mayor																																																																												
11. Signature:  Date: 10/28/13	12. Signature:  Date: 11/20/13																																																																												

SUBGRANT SIGNATURE SHEET
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF JUSTICE PROGRAMS
3750 I-55 N. Frontage Road
Jackson, MS 39211
Phone: (601) 987-4990 Fax: (601) 987-4154

1. Name, Address, & Phone Number:

City of Clinton
 305 Monroe Street
 Clinton, MS 39056

Peterson218@clintonpd.org

2. Effective Date: October 1, 2013

3. Subgrant Number: 12WB2061

4. Grant Identifier (Funding Source & Year) 2012-DJ-BX-0444
 Wrongful

5. Beginning & Ending Dates: October 1, 2013 - September 30, 2014

6. Subgrant Payment Method: X Cost Reimbursement Other

7. The following funds are obligated: Wrongful Conviction Grant.

Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel							
Fringe Benefits							
Equipment	\$8,587.50		\$2,862.50				\$11,450.00
Travel							
Operating Expenses							
Contractual Services							
Miscellaneous							
Indirect Costs							
TOTAL	\$8,587.50		\$2,862.50				\$11,450.00

8. The Subgrantee agrees to operate the program outlined in this subgrant in accordance with all provisions of this subgrant as included herein. The following sections are attached and incorporated into this agreement.

Attachment A - Statement of Special Conditions

Attachment C - Certification Regarding Debarment, etc.

Attachment B - Standard Assurances

Attachment D - Certification Regarding Lobbying

Attachment E - Drug-Free Workplace Certification (When Applicable)

AGENCY APPROVAL

SUBGRANTEE ACCEPTANCE

9. Typed Name & Title of Approving DPSP Official:

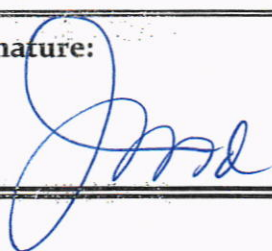
Joyce Word,
Office Director

10. Typed Name & Title of Authorized Subgrantee Official:

Phil Fisher,
Mayor

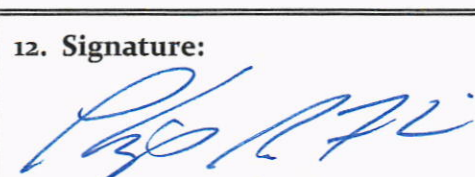
11. Signature:

Date:

 10/28/13

12. Signature:

Date:

 11/20/13

**DIVISION OF PUBLIC SAFETY PLANNING
BUDGET SUMMARY SHEET**

1. Applicant Agency: City of Clinton						
2. Subgrant Number	3. Grant Identification Number	4. Beginning Date	Ending Date			
12WB2061	2012-DJ-BX-0444	October 1, 2013	September 30, 2014			
6. Submitted as part of (Check One):	A. Funding Request: X		B. Modification Number:		C. Modification Effective Date:	
Funding Sources						
8. For DPSP Use Only	9. Activity	Federal	State	Program Income	Other (Local-Private)	Total
	Edward Byrne: Wrongful Conviction	\$8,587.50			\$2,862.50	\$11,450.00
TOTAL		\$8,587.50			\$2,862.50	\$11,450.00

DIVISION OF PUBLIC SAFETY PLANNING COST SUMMARY SUPPORT SHEET

1. Applicant Agency: City of Clinton					Page 1 of 1
2. Subgrant Number	3. Grant Identifier Number	4. Beginning Date	5. Ending Date		
12WB2061	2012-DJ-BX-0444	October 1, 2013	September 30, 2014		
6. Activity: Edward Byrne: Wrongful Conviction					
7. DPSP Use Only	8. Category	10. Description of item and/or Basis for Valuation		11. Budget	
	9. Line Item			Federal	All Other
	Equipment	Invidia SR one Room Recording Package - \$3,227.00 (Software, camera, video capture device) Web Based training Sessions (2) - \$300.00 External backup storage hard drive - \$223.00 Desktop computer tower w/3.0 USB - \$500.00 MUVI HD 3000 Audio Video Camera (36) - (not to exceed) \$7,200.00		\$8,587.50	\$2,862.50
TOTALS				\$8,587.50	\$11,450.00



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

Acceptance Procedures - The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing and returning the signed acceptance to the Division of Public Safety Planning (DPSP) **WITHIN 21 DAYS** from the date of award. No federal funds shall be disbursed to the recipient until the signed acceptance has been received.

The recipient agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- Budget and Cost Summary Sheets – (each sheet initialed)
- Subgrant Standard Assurances (attachment A)
- Nondiscrimination and Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C)
- Certificate of Exemption for Hiring Practices (attachment D)
- Discrimination Compliant Policies and Procedures (attachment E)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H)

The recipient also, agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

www.ojp.gov

Special Cancellation Condition for Subgrantees:

- (1) **Commencement with 60 Days.** If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.
- (2) **Operational within 90 Days.** If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

Modifications to the Original Subcontract - All changes or revisions to the original approved contract must be submitted in writing and approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. Retro-active modifications or revisions will not be granted.

Non-expendable Property Purchased with Grant Funds. Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances.

Requirements for Publication of Project Activities. When issuing statements, press releases, and other documents describing projects or programs funded in whole or in part with federal money, the subgrantee shall clearly state (1) the percentage of the total cost of the project or program which will be financed with federal money, (2) the dollar amount of federal funds for the project or program and (3) award activities shall contain the following statements: "This project was supported by subgrant No. _____ awarded by the MS Department of Public Safety Planning (DPSP) for (respected program). The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U. S. Department of Justice, (respected program: i.e.: VOCA, VAWA, JAG, RSAT, JAB, JJ etc.)."

Project Reporting Requirements: The recipient agrees to submit **Monthly** Project Narrative and **Monthly** reimbursement reporting worksheets with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program.

Use of Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without written approval of DPSP.

Separate Tracking and Reporting of grant funds and outcomes - The recipient agrees to track, account for, and report on all funds from this award (including specific outcomes and benefits attributable to the project) and from all other funds, including DPSP award funds from non-federal awards awarded for the same or similar purposes or programs.

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds awarded are not commingled with funds from any other source. The recipient further agrees that all personnel whose activities are to be charged to the award will maintain monthly timesheets and will document hours worked activities related to this award and non-related activities on the activity sheet.

Audit Requirements - The recipient agrees to comply with the organizational audit requirements as established by the Office of Management and Budget (OMB). One of the following will have specific information regarding your agency's audit requirements:

- a. OMB Circular A-128. Audits of State and Local Governments.
- b. OMB Circular A-110. Attachment F. Subparagraph 2h.
- c. OMB Circular A-133. Audits of Institutions of Higher Education and Other Non-profit Institutions.

All audit reports (initial and subsequent) shall be submitted no later than nine (9) months after the close of the Subgrantee's fiscal year.

Subgrantee Fiscal Year: _____ State (July - June)
(Check One) _____ Federal (October - September)
 _____ Calendar (January - December)

The Office of Management and Budget (OMB) Circular A-133 requires a Single Audit for state and local governments as well as for non-profit organizations when federal expenditures are at least \$500,000. Please check below if you are required to have a Single Audit



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

Single Audit Required: ☐ Yes ☐ No

Sub Awarding Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organization for Reform Now (ACORN) or its subsidiaries.

Grantee Monitoring - The recipient understands that the OJP Programs will monitor subawards under this grant award in accordance with all applicable statutes, regulations, OMB circulars, and program guidelines, including the OJP Financial Guide, and the applicable special conditions of this award. The OJP Programs will review the oversight of the grantees financial and programmatic activities, files and will monitor the specific outcomes and benefits attributable to the use of grant funds by subrecipients. In addition, the recipient agrees to submit, upon request, all documentation of its policies and procedures.

Subawards – DUNS and CCR for Reporting - The recipient agrees to submit with the award document, documentations of a valid DUNS profile and an active registration with the Central Contractor Registration (CCR) database. A printed copy of the DUNS and CCR is required for grant funding. If the CCR expires within the awarding cycle, the grantee agrees to submit an updated CCR no later than 15 days after the expiration date to the designated awarding program under the Office of Justice Programs.

Misuse of award funds - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Texting While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." 74 Fed. Reg. 51225 (October 1, 2009), the department encourages recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workshop safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The recipient must promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar

HR Initial

Revised May 2012

Page 4



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail:

Mississippi Department of Public Safety Planning
Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
Contact 601-977-3700

or

e-mail: oig.hotline@usdoj.gov

Hotline: (in English/Spanish): (800) 869-4499 or Hotline fax: (202) 616-9881

Conflict with Other Standard Terms and Conditions - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here in that specifically implement the grant requirements. Recipients are responsible for contacting their grant managers for any clarifications.

Americans With Disabilities Act – The recipient hereby assures and certifies compliance with Subtitle A, Title II of the Americans With Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an equal opportunity to share in and contribute to the vitality of American life. In other words, full participation in, and access to, all aspects for society.

Civil Rights: EEOP - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

Discrimination Finding - The recipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Public Safety Planning: Office of Justice Programs and to the Office of Civil Rights of OJP.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

Additional Requirements and Guidance - The recipient agrees to comply with any modifications or additional requirements that may be imposed during the award performance period or by law and future OJP (including government-wide) guidance and clarifications of OJP Programs requirements.

EQUAL TREATMENT REGULATION

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."

EQUAL EMPLOYMENT OPPORTUNITY

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.

Please check one: ☐ Required ☒ Not Required

ENFORCING CIVIL RIGHTS LAWS

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

NON-SUPPLANT CERTIFICATION

The _____ (Applicant/Agency) hereby assures that Federal funds will not be used to supplant State or local funds and that, Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

TASK FORCE TRAINING - The grantees agree that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

PUBLICATION REQUIREMENT – The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant as least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "The project was supported by Grant No. 2011-DJ-BX-2694 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of crime, the Community Capacity Development Office, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJP financial Guide provides guidance on allowable printing and publication activities.



**Mississippi Department of Public Safety Planning
Office of Justice Programs (OJP)
Standard Award Policy and Special Conditions**

Compliance with these requirements will be monitored during the annually programmatic onsite monitoring visit.

By initialing and signing, your agency agrees to comply and adhere to all federal and state guidelines established governing the Mississippi Department of Public Safety, Office of Justice Grant Programs.

Clinton MS Police Dept.
Agency's Name

12WB2061
Subgrant Award Number

Authorized Official (Please Print)

Authorized Official Title

[Signature]
Authorized Official (Signature)

11/20/13
Date

ATTACHMENT A

OFFICE OF JUSTICE PROGRAMS SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

1. It possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Violence Against Women Act (42 U.S.C. § 3796(gg)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, religion, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs (MDPS DPSP OJP).

Recipient will complete MDPS's *Standard Assurance Conditions for Subgrantees* document regarding its Equal Employment Opportunity Plan (EEOP) obligations.

The recipient will determine whether it is required to formulate an EEOP in accordance with 28 CFR 42.301 *et. seq.* If the applicant is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the MDPS DPSP OJP indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit a certification form to the OCR and the MDPS certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and the MDPS. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the MDPS).

Additional information regarding a grantee's EEOP requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English

Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at www.lep.gov.

The subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local government.
6. It will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
7. It will give the grantor agency or its duly designated representative, the State Auditor's Office, the Comptroller General of the United States or any authorized representative and the Office of Management and Audits (OMSA), Department of Finance and Administration (DFA), access to at all reasonable times, and the right to examine, monitor, audit, copy, remove, or otherwise, all records, books, papers, documents, or items of like or similar nature related to the grant.
8. It will establish and maintain both fiscal and program controls and funds accounting procedures acceptable to grantor agency, to assure the proper expenditure and disbursement of all funds, and for program management and execution, and that it will keep and maintain such books and records until audited by the OMSA, DFA or by an official representative of that office, by the federal grantor agency, the State Auditor, or either's duly authorized representative. Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the OMSA. These records include, but are not limited to:

- Financial report covering expenditures of the grant;
- Internal and external audit reports and project evaluation;
- Approved budget and subsequent modifications;
- Contracts, leases, employment agreements, and purchase invoices;
- Indirect cost allocation plans;
- All invoices, billings, request for cash, and reporting worksheets;
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records;
- All personnel records of individuals paid with grant funds, including time sheets, wage authorization, tax withholdings forms, employment applications and other relevant data;
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property; and
- Bank statements and reconciliations.

9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurances is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.
12. It will insure that no member of the governing or policymaking body of applicant/grantee shall cast a vote or influence any matter which has a direct bearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.
13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

~~We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.~~

Clinton MS Police Department

Name of Agency or Organization

12WB2061

Subgrant Number

Michael G. Warner

Chief Administrative Officer

11/13/12

Date

and the other side of the mountain

the mountain is very high

the mountain is very high

ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

CERTIFICATION OF COMPLIANCE WITH REGULATIONS NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

IN COOPERATION WITH THE FEDERAL OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE

Instructions: Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on page 3. Please return the original form to the **Office of Justice Programs, Division of Public Safety Planning, 1025 Northpark Drive, Ridgeland, Mississippi 39157**, within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

Subgrant Number: 12WB2061

Award Amount \$ 11,450.00

Subgrant Project Title:

AN EVIDENCE FOR THE PREVENTION OF
WRONGFUL CONVICTION/ARREST

Organizational Name (Subgrantee or Funded Entity):

CLINTON MS POLICE DEPARTMENT

Address:

305 MONROE STREET
CLINTON, MS 39056

Telephone Number: 601 924-5252

Subgrantee Duration:

Beginning Date: 10/01/2013

Ending Date: 9/30/2014

Project Director's Name, Address and Telephone Number:

TODD PETERSON
305 MONROE ST
CLINTON, MS 39056
601-924-5252

AUTHORIZED OFFICIAL'S CERTIFICATION

As the Authorized Official for the above identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

PART I. Requirements of Subgrant Recipients: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et. seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Justice Programs, Division of Public Safety Planning (DPSP), Mississippi Department of Public Safety, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

The person responsible for reporting civil rights findings of discrimination is:
(Name, address and telephone number)

Robyn Carneilus
300 Jefferson St
Clinton, MS 39056
601 924 5474

PART II. Equal Employment Opportunity Plan (EEOP) Certifications: Check the one box that applies to this subgrantee agency during the period of the grant duration noted above. (Check only the one appropriate certification (A, B, C1 or C2 below).

- ☒ **CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY]** This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity: (Here, more than one may apply)

- ☐ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or
☐ (2) has less than 50 employees; and/or;
☒ (3) was awarded through this grant from the Office of Justice Programs, DPSP, less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et. seq.

- ☐ **CERTIFICATION "B" (EEOP MUST BE ON FILE)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$25,000, but less than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et.seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

- ☐ **CERTIFICATION "C" (EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.



Authorized Official's Signature
(Subgrantee)

Date

Typed or Printed Name

Person's Organizational Title

.....

This original signed form must be returned to the Office of Justice Programs, Division of Public Safety Planning, Department of Public Safety, within 45 days of the grant award beginning date. You must also forward a signed copy to the person you identified under "Part 1" on page 1. The Office of Justice Programs, DPSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

ATTACHMENT C-1

Federal Civil Rights Compliance Checklist

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-.308, does the subrecipient have an EEOP on file for review?

NA

- ☒ Yes
☐ No

If yes, on what date did the subrecipient prepare the EEOP?

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

- ☐ Yes – submitted an EEOP Short Form
☒ Yes – submitted a certification
☐ No

If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Comments: POSTED SIGNAGE AND UPON EMPLOYMENT
ADDITIONAL CITY DOCUMENTS

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

Comments: POSTED SIGNAGE, CITY DOCUMENTS/POLICIES AND UPON
EMPLOYMENT

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the {State Administering Agency (DPSP)} or the OCR?

☒ Yes
☐ No

If yes, an explanation of these policies and procedures:

Personal Rules & Regulations

6. If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

- N/A* a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

☒ Yes
☐ No

- b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

☒ Yes
☐ No

- c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?

☒ Yes
☐ No

Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

- N/A* a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

☒ Yes
☐ No

b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

- ☒ Yes
☐ No

c. Notified participants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?

- ☒ Yes
☐ No

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

- ☒ Yes
☐ No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

TRANSLATORS ARE AVAILABLE locally for most
LANGUAGES SPOKEN w/in the community

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP person(s):

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

- ☒ Yes
☐ No

Comments:

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

N/A

a. Provide services to everyone regardless of religion or religious belief?

N/A

- ☐ Yes
☐ No

b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instructions, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?

N/A

- ☐ Yes
☐ No

c. Ensure that participation in religious activities is voluntary for beneficiaries of federally-funded programs?

N/A

- ☐ Yes
☐ No

12. Was a copy of the Mississippi Office of Justice Program Civil Rights Compliance PowerPoint Presentation provided to your agency?

- ☒ Yes
☐ No

Clinton MS Police Department
Name of Agency or Organization (Please Print)

12WB2061
Subgrant Number

[Signature]
Authorized Official or Authorized Designee Signature

Date

Office of Justice Programs Monitor's Signature

Date

Attachment C-2

Office of Justice Programs
Division of Public Safety Planning

Civil Rights Training Certification Form

The, Clinton MS Police Dept., hereby certifies that our agency has received Civil Rights Training required by the Office of Civil Rights and the Mississippi Division of Public Safety Planning in order to administer federal funds according to federal guidelines. Our agency further certifies that we have and/or will notify all employees, clients, customers, and program participants that discrimination is prohibited and the procedures for filing a complaint of discrimination.

State of Mississippi
[County] of Hinds

Signed [or attested] before me on _____ by _____

(Date) (Names(s) of Individual(s))

Todd Peterson 10/29/13

Signature of notarial officer
Stamp

Title of office
[My commission expires: _____.]

Authorized Signatory Official

ATTACHMENT F

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

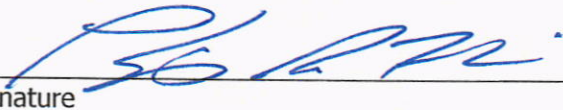
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative


Signature

11/20/13
Date

CLINTON MS POLICE DEPARTMENT
Name of Organization

305 MONROE STREET
Address of Organization

CLINTON, MS 39056

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation on this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that;

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) *N/A* If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here_____ and complete and submit "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

*CLINTON MS Police DEPT
305 MONROE ST.
CLINTON, MS 39056*

Name and Address of Organization

[Signature]

Name of Authorized Individual
Signature and Date

12WB2061

Subgrant Number

1941-1942

1941-1942

1941-1942

1941-1942

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1941-1942

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1941-1942

1941-1942

ATTACHMENT H

Office of Justice Programs Division of Public Safety Planning

Match Certification Form

Name of Organization or Unit of Government: CLINTON MS POLICE DEPT

Program for which Match is being certified under: JAG WRONGFUL CONVICTION GRANT

Grant Award # 12WB2061

The CLINTON MS POLICE DEPT, hereby certifies that it will provide the matching funds or services in the amount required for this subgrant according to federal guidelines. It further certifies that the match is from a non-federal source that is not being used to match other federal grants. The match will be derived from the following source(s):

Source(s)	Amount	Type (Cash/In-kind)
1. <u>BUDGET</u>	\$ <u>2862.50</u>	<u>IN-KIND</u>
2. _____	\$ _____	_____
3. _____	\$ _____	_____
4. _____	\$ _____	_____

11/20/13

[Signature]
Signature

Date

Note: If in-kind match will be used, the agency must provide the Division of Public Safety Planning with an analysis that shows how the value of the match was determined.

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JAG AWARD PACKET RETURN CHECKLIST

Please check the list below against the items returned in this packet to ensure that all pertinent information is enclosed.

- ☐ Two Signature Sheets
- ☐ Budget Summary Sheet
- ☐ Cost Summary Sheet (*please initial*)
- ☐ OJP JAG Statement of Special Conditions
- ☐ OJP Subgrant Standard Assurances (*Attachment A*)
- ☐ Certification of Equal Employment Opportunity (*Attachment B*)
- ☐ Federal Civil Rights Compliance Checklist (*Attachment C-1*)
- ☐ Civil Rights Training Certification Form (*Attachment C-2*)
- ☐ Discrimination Compliant Policies and Procedures (*Attachment E*)
- ☐ Certification Regarding Debarment (*Attachment F*)
- ☐ Certification Regarding Lobbying (*Attachment G*)
- ☐ Match Certification (*Attachment H*)
- ☐ Copy of Current CCR Registration
- ☐ Document Return Checklist

All of the above award documents were returned by:

Michael J. Warren
SUB-GRANT CONTACT PERSON

11/3/13
DATE



P.O. Drawer 879
Florence, MS 39073

Phone: 601-932-2060
Fax: 601-932-2550

Attn: Mr. Mike Parker,
Public Works Director

The City of Clinton, MS
P.O. Box 156
527 Springridge Road
Clinton, MS 39060

INVOICE # 3815-8129

DATE: 10/4/2013

**JOB RE: Watermain Repairs at
Gore Drive & Pinehaven**

TERMS: NET 30

<u>Description</u>	<u>Date</u>	<u>Total</u>
Watermain Repairs @ Gore Dr. & Pinehaven HOURLY WORK	September 5, 2013	\$8,454.00
	September 6, 2013	\$7,657.00
	September 9, 2013	\$573.00
(SEE ATTACHED BACK UP INFORMATION)		
TOTAL AMOUNT DUE		\$16,684.00

Please Pay From This Invoice

A service charge of 1-1/2% per month, which is an annual rate of 18% will be added for all past due amounts.

SUPPLEMENTAL AGREEMENT

HEMPHILL CONSTRUCTION CO. INC.

P.O. DRAWER 879

FLORENCE, MS 39073

PROJECT NAME / NO.

STREET & SIGNAL IMPROVEMENTS, NORTHSIDE
DRIVE & PINEHAVEN DRIVE
CITY OF CLINTON, MS

MODIFICATION NO.

**Watermain Repairs at Gore
Drive & Pinehaven**

DATE:

Thursday, September 5, 2013

COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNITS	ITEM PRICE	TOTAL AMOUNT
Early Work	Watermain Repairs at Gore Drive & Pinehaven	1.00	LS	\$ 8,454.00	\$ 8,454.00
	LABOR				
	EQUIPMENT				
	RENT				
	MATERIAL				
	SUBCONTRACT				
	SUBTOTAL COST				
	CONTRACTOR'S TAX OF TOTAL AMOUNT @		3.50%	\$	295.89
	CONTRACTOR'S BOND OF TOTAL AMOUNT @		0.00%	\$	-
	CONTRACTOR'S NET FEE OF TOTAL AMOUNT @		15.00%	\$	1,268.09
	TOTAL AMOUNT: \$				8,453.93
	PRICE PER UNIT: \$				8,454.00

STATEMENT OF JUSTIFICATION FOR THIS CONTRACT MODIFICATION:

Existing 6" Water Main crossing Pinehaven Drive to Gore Drive was in conflict with new storm pipe along west side of Pinehaven Drive. City tried to lower the water main, but it blew out under Pinehaven Drive inside the existing steel casing. City requested that Hemphill repair the blow out of the 12" water main (east side) and 6" water main crossing to Gore Drive and relay 6" water main under the new 42" Reinforced Concrete Storm Pipe. City of Clinton supplied all piping and fittings required for repairs.

LABOR

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	FOREMAN	1	EA	\$ 26.02	11	\$ 286.22
2	FOREMAN	1	EA	\$ 26.02	9	\$ 234.18
3	OPERATOR	1	EA	\$ 19.30	11	\$ 212.30
4	OPERATOR	1	EA	\$ 19.30	6	\$ 115.80
5	OPERATOR	1	EA	\$ 15.86	11	\$ 174.46
6	PIPELAYER	1	EA	\$ 14.16	11	\$ 155.76
7	PIPELAYER	1	EA	\$ 13.00	11	\$ 143.00
8	LABOR	1	EA	\$ 11.00	11	\$ 121.00
9	LABOR	1	EA	\$ 11.00	9	\$ 99.00
10	TEMPORARY LABOR (FLAGGER)	1	EA	\$ 10.00	5.5	\$ 55.00
11	TEMPORARY LABOR (FLAGGER)	1	EA	\$ 10.00	5.5	\$ 55.00
	SUBTOTAL:					\$ 1,651.72
	PAYROLL TAXES AND INSURANCE:				54.00%	\$ 891.93
	TOTAL:					\$ 2,543.65

EQUIPMENT - OPERATING

NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	PICKUP	1	EA	\$ 19.40	11	\$ 213.40
1	PICKUP	1	EA	\$ 19.40	9	\$ 174.60
2	FUEL TRUCK (2-TON)	1	EA	\$ 38.90	11	\$ 427.90
2	FUEL TRUCK (2-TON)	1	EA	\$ 38.90	9	\$ 350.10
3	LEVEL/LASER	1	EA	\$ 11.10	11	\$ 122.10
3	LEVEL/LASER	1	EA	\$ 11.10	9	\$ 99.90
4	PIPE SAW	1	EA	\$ 6.00	11	\$ 66.00
4	PIPE SAW	1	EA	\$ 6.00	9	\$ 54.00
5	PUMP	1	EA	\$ 11.60	11	\$ 127.60
6	CHAINSAW	1	EA	\$ 3.40	11	\$ 37.40
7	TAMP	1	EA	\$ 8.90	11	\$ 97.90
8	TRENCH BOX	0	EA	\$ 30.80	0	\$ -
9	MATERIAL BOX	0	EA	\$ 18.50	0	\$ -
10	D-5 DOZER	0	EA	\$ 96.90	0	\$ -
11	324 TRACKHOE	0	EA	\$ 155.40	0	\$ -
12	320 TRACKHOE	1	EA	\$ 125.80	10	\$ 1,258.00
13	315 TRACKHOE	0	EA	\$ 114.35	0	\$ -
14	924 LOADER	1	EA	\$ 69.65	8	\$ 557.20
	TOTAL:					\$ 3,586.10

EQUIPMENT - STANDBY

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	D-5 DOZER	0	EA	\$ 62.00	0	\$ -
2	324 TRACKHOE	0	EA	\$ 96.60	0	\$ -
3	320 TRACKHOE	0	EA	\$ 78.30	0	\$ -
4	315 TRACKHOE	1	EA	\$ 75.20	9	\$ 676.80
5	924 LOADER	1	EA	\$ 41.70	2	\$ 83.40
	TOTAL:					\$ 760.20

RENTAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	TANDUM DUMP TRUCK	0	EA	\$ 56.00	0	\$ -
	TOTAL:					\$ -

MATERIAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
1		0	EA	\$ -	\$ -
2		0	EA	\$ -	\$ -
	TOTAL:				\$ -

SUBCONTRACT

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
	NONE			\$ -	0	\$ -
	TOTAL:					\$ -

JOB NO: 8139

DAY OF WEEK: Thursday

DATE: 9/5/13

JOB: Pine Haven

ACCIDENTS: ☐ YES ☒ NOINCIDENTS: ☐ YES ☒ NO

SUPERINTENDENT: Ronnie Phelps

REVIEWED: *lg*CIVIL SIZE REQUIRED
(HOURLY EMPLOYEE)
 UA-UNAUTHORIZED ABSENCE
 AA-AUTHORIZED ABSENCE
 VAC-VACATION
 S-SICK L-LATE

NAME	CLASSIFICATION	ABSENCE	EMP NO	CL	NO	RATE	008	work for city	008	T	A	L
1 RAY STOLZ	FOREMAN						2	11			13	
2 WALTER KEES G-50	TRACKHOE						2	11			13	
3 MERRITT MANN	ENDLOADER						2	11			13	
4 SANTANA SILVAN	PIPELAYER						2	11			13	
5 FRANCISCO TREJO	PIPELAYER						2	11			13	
6 JOEL RODRIGUEZ	LABOR						2	11			13	
7												
8												
9												
10												
TEMP EMPLOYEE												
1												
2												
3												
4												

PENTOMETER:

A) A.M.

1. READING

2. SOIL TYPE: C

3. LOCATION

B) P.M.

1. READING

2. SOIL TYPE: C

3. LOCATION

DAILY WORK REPORT	EQUIP. NO.	EQUIPMENT DESCRIPTION	HOURS WORKED	TOTAL	BEGINNING	ENDING
WORK DAY: (YES) (NO)	1-187	PICK UP	1	1		
WEATHER: (FAIR) (RAIN)	1-072	2-TON TRUCK	1	1		
(WET) (CLOUDY)	13-221	PIPE SAW	1	1		
(COLD) (HOT)	12-441	LEVEL	1	1		
STARTED WORK AT (A.M.) (P.M.)	9-450	LASER	1	1		
QUIT WORK AT (A.M.) (P.M.)	13-253	CHAINSAW	1	1		
WORK DONE	5-422	TOOL TRAILER	1	1		
QUANTITY UNITS ITEMS	11-205	3" PUMP	1	1		
11 HRS 082 C	11-209	3" PUMP	1	1		
	13-291	TAMP	1	1		
	13-400	TAMP	1	1		
	2-167	320 CAT	1	1	11:7	11:7
	2-189	315 CAT	1	1	32:78	32:79
	2-125	924 Loader	8	8	24:03	24:11

LOCATION OF WORK

A) BEGIN STATION:

B) END STATION:

Gore Dr / Pinehaven Dr

C) OTHER:

REMARKS:

Unloaded boxes & wings. Removed 40 L.F. of 6 inch AIP from casing under Pinehaven. Installed 40 L.F. of 6 inch C900 PVC in casing under Pinehaven. Removed 12x6 inch Tee. Removed 10 L.F. of 12 inch DFR. Removed 2-6 inch gate valves, 4-6 inch 45° bends, 1-6 inch 22 1/2 bend. Removed 45 L.F. 6 inch pipe. Installed 1-12x6 Tee, 1-6 inch gate valve, 2-12 inch m.t. sleeves. Placed and compacted 105 yds of select fill.

THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT

SAFETY HAZARDS EXIST

Hemphill's welder & truck installed 4 anchors on casing for restraining pipe in casing. (3 hours) used 6 bags of portland cement which Hemphill const. provided.

FOREMAN

JOB NO: 8129

DAY OF WEEK: Thursday

DATE: 9-5-13

Pinhaven

ACCIDENTS: ☐ YES ☒ NOINCIDENTS: ☐ YES ☒ NO

SUPERINTENDENT: Barney Sengstack

REVIEWED: [Signature]

CREW SIZE REQUIRED 4
(HOURLY EMPLOYEES)
 UA-UNAUTHORIZED ABSENCE
 AA-AUTHORIZED ABSENCE
 VAC-VACATION
 S-SICK L-LATE

NAME	CLASSIFICATION	ABSENCE	EMP NO	CL NO	RATE	100	220	064	TOTAL	
1 JIMMY FOX	FOREMAN					4	9		13	PENTROMETER
2 JACK LOVE	TRACKHOE					7	6		13	A) A.M.
3										1. READING
4 CHARLES WHITLOCK	LABOR					4	9		13	
5										
6										2. SOIL TYPE
7										
8										3. LOCATION
9										
10										B) P.M.
TEMP EMPLOYEE										
1 Ahmad Summers						5	5 1/2		10 1/2	1. READING
2 Remy Dupont						5	5 1/2		10 1/2	2. SOIL TYPE
3										3. LOCATION
4										

DAILY WORK REPORT										Check box for remarks below		EQUIPMENT ODOMETER/HRS READING	
WORK DAY:	(YES) (NO)	EQUIP. NO.	EQUIPMENT DESCRIPTION	HOURS WORKED						TOTAL	BEGINNING	ENDING	
WEATHER: (WET) (RAIN) (CLOUDY)	(FAIR)	1-002	PICKUP	1	9					10			
		1-056	2 TON	1	9					10			
		12-466	LEVEL	1	9					10			
STA WORK AT (A.M.) 8:30 (P.M.)		13-205	PIPESAW	1	9					10			
		5-505	TOOL TRAILER	1	9					10			
QUIT WORK AT (A.M.) (P.M.) 8:00		2-130	Skid Steer	7	0						1560	1567	
		1-148	Water Truck	0	0	1				1	349	350	
WORK DONE		2-139	MIN Ex	0	0	4				4	2457	2461	
QUANTITY	UNITS	ITEMS											
172	SF	100											

REMARKS:

land 172 sf of wall at 89400 to 89450
 backfilled with Rock & sand & compacted.
 Helped Pipe Crew Redo City Water line &
 flagged traffic.

 THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT
 SAFETY HAZARDS EXIST.

 [Signature]
 FOREMAN

SUPPLEMENTAL AGREEMENT

HEMPHILL CONSTRUCTION CO. INC.

P.O. DRAWER 879

FLORENCE, MS 39073

PROJECT NAME / NO.

STREET & SIGNAL IMPROVEMENTS, NORTHSIDE
DRIVE & PINEHAVEN DRIVE
CITY OF CLINTON, MS

DATE:

Friday, September 6, 2013

MODIFICATION NO.

**Watermain Repairs at Gore
Drive & Pinehaven****COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK**

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNITS	ITEM PRICE	TOTAL AMOUNT
Curly Work	Watermain Repairs at Gore Drive & Pinehaven	1.00	LS	\$ 7,657.00	\$ 7,657.00
	LABOR				
	\$ 1,319.01	\$ 3,037.80	\$ 952.00	\$ 751.10	\$ 180.00
					\$ 6,239.91
	CONTRACTOR'S TAX OF TOTAL AMOUNT @			3.50%	\$ 267.97
	CONTRACTOR'S BOND OF TOTAL AMOUNT @			0.00%	\$ -
	CONTRACTOR'S NET FEE OF TOTAL AMOUNT @			15.00%	\$ 1,148.45
	TOTAL AMOUNT:			\$	7,656.33
	PRICE PER UNIT:			\$	7,657.00

STATEMENT OF JUSTIFICATION FOR THIS CONTRACT MODIFICATION:

Existing 6" Water Main crossing Pinehaven Drive to Gore Drive was in conflict with new storm pipe along west side of Pinehaven Drive. City tried to lower the water main, but it blew out under Pinehaven Drive inside the existing steel casing. City requested that Hemphill repair the blow out of the 12" water main (east side) and 6" water main crossing to Gore Drive and relay 6" water main under the new 42" Reinforced Concrete Storm Pipe. City of Clinton supplied all piping and fittings required for repairs. Completed repair work and hauled off wet soils to pit and brought back select fill to backfill water main

LABOR

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	FOREMAN	1	EA	\$ 26.02	7	\$ 182.14
2	FOREMAN	1	EA	\$ 26.02	1	\$ 26.02
3	OPERATOR	1	EA	\$ 19.30	7	\$ 135.10
4	OPERATOR	1	EA	\$ 19.30	7	\$ 135.10
5	OPERATOR	1	EA	\$ 15.86	7	\$ 111.02
6	PIPELAYER	1	EA	\$ 14.16	7	\$ 99.12
7	PIPELAYER	1	EA	\$ 13.00	7	\$ 91.00
8	LABOR	1	EA	\$ 11.00	7	\$ 77.00
9	LABOR	1	EA	\$ 11.00	0	\$ -
10	TEMPORARY LABOR (FLAGGER)	1	EA	\$ 10.00	0	\$ -
11	TEMPORARY LABOR (FLAGGER)	1	EA	\$ 10.00	0	\$ -
						SUBTOTAL: \$ 856.50
						PAYROLL TAXES AND INSURANCE: 54.00% \$ 462.51
						TOTAL: \$ 1,319.01

EQUIPMENT - OPERATING

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	PICKUP	1	EA	\$ 19.40	7	\$ 135.80
1	PICKUP	1	EA	\$ 19.40	1	\$ 19.40
2	FUEL TRUCK (2-TON)	1	EA	\$ 38.90	7	\$ 272.30
2	FUEL TRUCK (2-TON)	1	EA	\$ 38.90	1	\$ 38.90
3	LEVEL/LASER	1	EA	\$ 11.10	7	\$ 77.70
3	LEVEL/LASER	1	EA	\$ 11.10	1	\$ 11.10
4	PIPE SAW	1	EA	\$ 6.00	7	\$ 42.00
4	PIPE SAW	1	EA	\$ 6.00	1	\$ 6.00
5	PUMP	1	EA	\$ 11.60	7	\$ 81.20
6	CHAINSAW	1	EA	\$ 3.40	7	\$ 23.80
7	TAMP	1	EA	\$ 8.90	7	\$ 62.30
8	TRENCH BOX	0	EA	\$ 30.80	0	\$ -
9	MATERIAL BOX	0	EA	\$ 18.50	0	\$ -
10	D-5 DOZER	0	EA	\$ 96.90	0	\$ -
11	324 TRACKHOE	0	EA	\$ 155.40	0	\$ -
12	320 TRACKHOE	1	EA	\$ 125.80	4	\$ 503.20
13	320 TRACKHOE	1	EA	\$ 125.80	7	\$ 880.60
14	315 TRACKHOE	0	EA	\$ 114.35	3	\$ -
15	924 LOADER	1	EA	\$ 69.65	2	\$ 139.30
						TOTAL: \$ 2,293.60

EQUIPMENT - STANDBY

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	D-5 DOZER	0	EA	\$ 62.00	0	\$ -
2	324 TRACKHOE	0	EA	\$ 96.60	0	\$ -
3	320 TRACKHOE	1	EA	\$ 78.30	3	\$ 234.90
4	315 TRACKHOE	1	EA	\$ 75.20	4	\$ 300.80
5	924 LOADER	1	EA	\$ 41.70	5	\$ 208.50
						TOTAL: \$ 744.20

RENTAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	TANDUM DUMP TRUCK	2	EA	\$ 56.00	8.5	\$ 952.00
						TOTAL: \$ 952.00

MATERIAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
1	PORTLAND CEMENT	6	EA	\$ 9.35	\$ 56.10
2	SELECT FILL MATERIAL	16	LOADS	\$ 35.00	\$ 560.00
3	DISPOSAL OF EXCESS SOILS	9	LOADS	\$ 15.00	\$ 135.00
4		0	EA	\$ -	\$ -
					TOTAL: \$ 751.10

SUBCONTRACT

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
	CONTRACT WELDER	1	HRS	\$ 60.00	3	\$ 180.00
						TOTAL: \$ 180.00

JOB: *Please have*



INCIDENTS: ☐ YES ☒ NO

SUPERINTENDENT: *Ronnie Phelps*

REVIEWED:

MINIMUM SIZE REQUIRED
(HOURLY EMPLOYEE)

UA-UNAUTHORIZED ABSENCE
AA-AUTHORIZED ABSENCE
VAC-VACATION
S-SICK L-LATE

[illegible]

DAILY WORK REPORT										Check box for remarks below		EQUIPMENT ODOMETER/HRS READING	
WORK DAY: (YES) (NO)		EQUIP. NO.	EQUIPMENT DESCRIPTION	HOURS WORKED						TOTAL	BEGINNING	ENDING	
WEATHER: (FAIR) (RAIN) (WET) (CLOUDY)		1-187	PICK UP	7	3					10			
(COLD) (HOT)		1-072	2-TON TRUCK	7	3					10			
STARTED WORK AT (A.M.) (P.M.)		13-221	PIPE SAW	7	3					10			
QUIT AT (A.M.) (P.M.)		12-441	LEVEL	7	3					10			
WORK DONE		9-450	LASER	7	3					10			
QUANTITY	UNITS	ITEMS	9-450	LASER	7	3				10			
16	LP	052 e	13-253	CHAINSAW	7	3				10			
			5-422	TOOL TRAILER	7	3				10			
7	HRS	082 e	11-205	3" PUMP	7	3				10			
			11-209	3" PUMP	7	3				10			
			13-291	TAMP	7	3				10			
			13-400	TAMP	7	3				10			
		67	2-167	320 CAT	4	-				4	1187	1191	
			2-189	315 CAT	3	-				3	3279	3282	
			2-125	924 Loader	2	-				2	2411	2413	

LOCATION OF WORK

1) BEGIN STATION:

B) END STATION:

;) OTHER:

REMARKS:

Installed 16 LF of 4 inch RCP. Installed 1-6 inch gate valve
1-6 inch m J 22 1/2 bend. 30 LF of 6 inch C-900 PVC water line.
Backfilled ditch with 135 yds of select fill.

THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST

FOREMAN

JOB NO: 8129

DAY OF WEEK: Fri

DATE: 9/6/17

JOB: City Water Clinton

ACCIDENTS: ☐ YES ☒ NOINCIDENTS: ☐ YES ☒ NO

SUPERINTENDENT: Barney

REVIEWED: [Signature]

SIZE REQUIRED
(HOURLY EMPLOYEES)
 UA-UNAUTHORIZED ABSENCE
 AA-AUTHORIZED ABSENCE
 VAC-VACATION
 S-SICK L-LATE

NAME	CLASSIFICATION	ABSENCE	EMP NO	CL	NO	RATE	T	O	T	A	L
1 BUBBA SCROGGINS	FOREMAN						1				1
2 CHARLES BEALE	TRACKHOE						2				2
3 OWEN BEALE	GRADER										
4 HUNTER SCROGGINS	DOZER										
5 DUSTIN WILLIAMS	LABOR										
6											
7											
8											
9											
10											
TEMP EMPLOYEE											
1											
2											
3											
4											

PENTROMETER

A) A.M.

1. READING

2. SOIL TYPE

3. LOCATION

B) P.M.

1. READING

2. SOIL TYPE

3. LOCATION

Check box for remarks below

EQUIPMENT
ODOMETER/HRS
READING

DAILY WORK REPORT	EQUIP. NO.	EQUIPMENT DESCRIPTION	HOURS WORKED	TOTAL	BEGINNING	ENDING
WORK DAY: (YES) (NO)	1-622	PICKUP	1			
WEATHER: (FAIR) (WET) (RAIN) (CLOUDY)	1-155	2 TON	1			
(OLD) (HOT)	13-261	PIPE SAW	1			
START WORK AT (A.M.) (P.M.)	12-420	LEVEL	1			
	5-419	TOOL TRAILER	1			
QUIT WORK AT (A.M.) (P.M.)	8-262	WACKER PLATE TAMP	1			
	11-208	3" WATER PUMP	1			
WORK DONE	9-401	ROTATING LASER	1			
QUANTITY UNITS ITEMS	9-458	DOZER LASER RECIEVER	1			
213 LUM 220	14-003	ACCUGRADE SYSTEM	1			
116 LUM 220	5-205	UTILITY TRAILER	1			
17 hrs 220 Truckery	3-107	D6 DOZER				
	3-108	D6 DOZER				
	3-266	12M GRADER				
	3-282	SHEEPFOOT				
	2-301	320 TRACKHOE	2		7	1184 1181
	2-106	416 BACKHOE				
	3-278	STEEL WHEEL ROLLER				
	3-279	RUBBER TIRE ROLLER				
	2-199	8200 TRACTOR				

REMARKS:

 Hauling in and clearing spoil.
 Working for pipe crossing for the city of Clinton.

 THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT
 SAFETY HAZARDS EXIST.

FOREMAN

TRUCKER'S INVOICE FORM

Trucker's Name: Willis Sutton

Date: 9/8/13

Job #: 8129

Bill To: Hemphill Construction Co., Inc.

001

DATE	HOURS	LOADS	TICKET NO.	PRICE	AMOUNT
9/3/13	6	11	61004	\$55.00	\$330.00
9/4/13	4.5	6	61005	\$55.00	\$247.50
9/5/13	9.5	16	61012	\$55.00	\$522.50
9/6/13	8.5	12	61016	\$55.00	\$467.50
9/7/13	1	2	61021	\$55.00	\$55.00
$\frac{1}{2}$	($\frac{1}{2}$) →	8129-	053 -13	(27.50)	
33 $\frac{1}{2}$	1 ($11\frac{1}{2}$) →	-	055-13	(632.50)	
315	(9) →	-	057-13	(495.00)	
8 $\frac{1}{2}$	(8 $\frac{1}{2}$)	-	220-13		
			105		
					\$1622.50

According to the best of my knowledge and belief, I certify that all items and amounts shown in this Periodic Estimate for Payment are correct; that all work has been performed and / or duly authorized deviations, substitutions, alterations and / or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Periodic Estimate; and that no part of the "Amount Due This Estimate" has been received.

Willi Smith
(Trucker's Signature)

9/8/13
(Date)

FLORENCE, MS 39073

STREET & SIGNAL IMPROVEMENTS, NORTHSIDE
DRIVE & PINEHAVEN DRIVE
CITY OF CLINTON, MS

Monday, September 9, 2013

Watermain Repairs at Gore Drive & Pinehaven

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNITS	ITEM PRICE	TOTAL AMOUNT
Hourly Work	Watermain Repairs at Gore Drive & Pinehaven	1.00	LS	\$ 573.00	\$ 573.00

Haul Off of the remaining unsuitable soils from the City of Clinton crews previous weeks blow out of 6" water main at Gore Drive and Pinehaven Drive. This is remaining wet soils that were piled up by City crews and not part of Hemphill's repair work on this water main.

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	FOREMAN	1	EA	\$ 26.02	0	\$ -
2	OPERATOR	1	EA	\$ 19.30	3	\$ 57.90
3	OPERATOR	1	EA	\$ 19.30	0	\$ -
4	PIPELAYER	1	EA	\$ 14.16	0	\$ -
5	PIPELAYER	1	EA	\$ 13.00	0	\$ -
6	LABOR	1	EA	\$ 11.00	0	\$ -
7	LABOR	1	EA	\$ 11.00	0	\$ -
8	TEMPORARY LABOR (FLAGGER)	1	EA	\$ 10.00	0	\$ -
					SUBTOTAL:	\$ 57.90
					PAYROLL TAXES AND INSURANCE:	54.00% \$ 31.27
					TOTAL:	\$ 89.17

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	PICKUP	0	EA	\$ 19.40	0	\$ -
2	FUEL TRUCK (2-TON)	0	EA	\$ 38.90	0	\$ -
3	LEVEL/LASER	0	EA	\$ 11.10	0	\$ -
4	PIPE SAW	0	EA	\$ 6.00	0	\$ -
5	PUMP	0	EA	\$ 11.60	0	\$ -
6	CHAINSAW	0	EA	\$ 3.40	0	\$ -
7	TAMP	0	EA	\$ 8.90	0	\$ -
8	TRENCH BOX	0	EA	\$ 30.80	0	\$ -
9	MATERIAL BOX	0	EA	\$ 18.50	0	\$ -
10	D-5 DOZER	0	EA	\$ 96.90	0	\$ -
11	324 TRACKHOE	0	EA	\$ 155.40	0	\$ -
12	320 TRACKHOE	1	EA	\$ 125.80	3	\$ 377.40
14	315 TRACKHOE	0	EA	\$ 114.35	0	\$ -
15	924 LOADER	0	EA	\$ 69.65	0	\$ -
TOTAL: \$						377.40

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	D-5 DOZER	0	EA	\$ 62.00	0	\$ -
2	324 TRACKHOE	0	EA	\$ 96.60	0	\$ -
3	320 TRACKHOE	0	EA	\$ 78.30	0	\$ -
4	315 TRACKHOE	0	EA	\$ 75.20	0	\$ -
5	924 LOADER	0	EA	\$ 41.70	0	\$ -
					TOTAL:	\$ -

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	TANDOM DUMP TRUCK	0	EA	\$ 56.00	0	\$ -
					TOTAL:	\$ -

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
1		0	EA	\$ -	\$ -

JOB NO: 8129DAY OF WEEK: MonDATE: 9/9/13JOB: Clinton City WaterACCIDENTS: ☐ YES ☒ NOINCIDENTS: ☐ YES ☒ NOSUPERINTENDENT: Bernie

REVIEWED: _____

CREW SIZE REQUIRED _____
(HOURLY EMPLOYEES)
 UA-UNAUTHORIZED ABSENCE
 AA-AUTHORIZED ABSENCE
 VAC-VACATION
 S-SICK L-LATE

NAME	CLASSIFICATION	ABSENCE	EMP NO	CL NO	RATE	T O T A L									
BUBBA SCROGGINS	FOREMAN														PENTROMETER
CHARLES BEALE	TRACKHOE					3							3		A) A.M.
OWEN BEALE	GRADER														1. READING
HUNTER SCROGGINS	DOZER														
DUSTIN WILLIAMS	LABOR														
															2. SOIL TYPE
															3. LOCATION
															B) P.M.
TEMP EMPLOYEE															1. READING
															2. SOIL TYPE
															3. LOCATION

										EQUIPMENT ODOMETER/HRS READING									
DAILY WORK REPORT					EQUIP. NO.	EQUIPMENT DESCRIPTION				Check box for remarks below					HOURS WORKED		TOTAL	BEGINNING	ENDING
RK DAY: (YES) (NO)					1-622	PICKUP													
OTHER: (FAIR) T) (RAIN) (CLOUDY)					1-155	2 TON													
(COLD) (HOT)					13-261	PIPE SAW													
RTED WORK AT					12-420	LEVEL													
I.) (P.M.)					5-419	TOOL TRAILER													
WORK AT					8-262	WACKER PLATE TAMP													
I.) (P.M.)					11-208	3" WATER PUMP													
WORK DONE																			
NTITY	UNITS	ITEMS			9-401	ROTATING LASER													
3	Trucks	Loads			9-458	DOZER LASER RECIEVER													
2	Lm	220			14-003	ACCUGRADE SYSTEM													
	hrs	Trucks 220			5-205	UTILITY TRAILER													
					3-107	D6 DOZER													
					3-108	D6 DOZER													
					3-266	12M GRADER													
					3-282	SHEEPFOOT													
					2-301	320 TRACKHOE				3									
					2-106	416 BACKHOE													
					3-278	STEEL WHEEL ROLLER													
					3-279	RUBBER TIRE ROLLER													
					2-199	8200 TRACTOR													



P.O. Drawer 879
Florence, MS 39073

Phone: 601-932-2060
Fax: 601-932-2550

INVOICE # 3816-8129

DATE: 10/4/2013

**JOB RE: Watermain Relocation at
Station 86+10 (Church)**

TERMS: NET 30

**Attn: Mr. Mike Parker,
Public Works Director**

**The City of Clinton, MS
P.O. Box 156
527 Springridge Road
Clinton, MS 39060**

<u>Description</u>	<u>Date</u>	<u>Total</u>
Watermain Relocation at Station 86+10 (Church) HOURLY WORK	September 4, 2013	\$3,083.00
	September 16, 2013	\$6,027.00
(SEE ATTACHED BACK UP INFORMATION)		
TOTAL AMOUNT DUE		\$9,110.00

Please Pay From This Invoice

A service charge of 1-1/2% per month, which is an annual rate of 18% will be added for all past due amounts.

SUPPLEMENTAL AGREEMENT

HEMPHILL CONSTRUCTION CO. INC.

P.O. DRAWER 879

FLORENCE, MS 39073

PROJECT NAME / NO.

STREET & SIGNAL IMPROVEMENTS, NORTHSIDE
DRIVE & PINEHAVEN DRIVE
CITY OF CLINTON, MS

MODIFICATION NO.

**Watermain Relocation at
Station 86+10 (Church)**

DATE:

Wednesday, September 4, 2013

COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNITS	ITEM PRICE	TOTAL AMOUNT
Hourly Work	Watermain Repairs at Gore Drive & Pinehaven	1.00	LS	\$ 3,083.00	\$ 3,083.00
	LABOR				
	\$ 949.69				
	EQUIPMENT				
	\$ 1,562.50				
	RENT				
	\$ -				
	MATERIAL				
	\$ -				
	SUBCONTRACT				
	\$ -				
	SUBTOTAL COST			\$ 2,512.19	
	CONTRACTOR'S TAX OF TOTAL AMOUNT @ 3.50%			\$ 107.89	
	CONTRACTOR'S BOND OF TOTAL AMOUNT @ 0.00%			\$ -	
	CONTRACTOR'S NET FEE OF TOTAL AMOUNT @ 15.00%			\$ 462.37	
	TOTAL AMOUNT:			\$ 3,082.45	
	PRICE PER UNIT:			\$ 3,083.00	

STATEMENT OF JUSTIFICATION FOR THIS CONTRACT MODIFICATION:

Hemphill Construction found and uncovered the existing water main (2 locations) - shot elevations and found it was in conflict with contract drawings for new storm drainage. Stopped work so engineers could review and advise solution for grade conflict. City of Clinton requested that Hemphill Construction Company, Inc. lower the existing water main that was in conflict with the new storm drainage pipe - the water main was conflicting the storm pipe grades for installation

LABOR

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	FOREMAN	1	EA	\$ 26.02	6	\$ 156.12
2	OPERATOR	1	EA	\$ 19.30	6	\$ 115.80
3	OPERATOR	1	EA	\$ 19.30	6	\$ 115.80
4	PIPELAYER	1	EA	\$ 14.16	6	\$ 84.96
5	PIPELAYER	1	EA	\$ 13.00	6	\$ 78.00
6	LABOR	1	EA	\$ 11.00	6	\$ 66.00
7	LABOR	1	EA	\$ 11.00	0	\$ -
8	TEMPORARY LABOR (FLAGGER)	1	EA	\$ 10.00	0	\$ -
	SUBTOTAL:					\$ 616.68
	PAYROLL TAXES AND INSURANCE:				54.00%	\$ 333.01
	TOTAL:					\$ 949.69

EQUIPMENT - OPERATING

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	PICKUP	0	EA	\$ 19.40	6	\$ -
2	FUEL TRUCK (2-TON)	0	EA	\$ 38.90	6	\$ -
3	LEVEL/LASER	0	EA	\$ 11.10	6	\$ -
4	PIPE SAW	0	EA	\$ 6.00	6	\$ -
5	PUMP	0	EA	\$ 11.60	6	\$ -
6	CHAINSAW	0	EA	\$ 3.40	6	\$ -
7	TAMP	0	EA	\$ 8.90	6	\$ -
8	TRENCH BOX	0	EA	\$ 30.80	0	\$ -
9	MATERIAL BOX	0	EA	\$ 18.50	0	\$ -
10	D-5 DOZER	0	EA	\$ 96.90	0	\$ -
11	324 TRACKHOE	0	EA	\$ 155.40	0	\$ -
12	320 TRACKHOE	1	EA	\$ 125.80	4	\$ 503.20
14	315 TRACKHOE	1	EA	\$ 114.35	3	\$ 343.05
15	924 LOADER	1	EA	\$ 69.65	3	\$ 208.95
	TOTAL:					\$ 1,055.20

EQUIPMENT - STANDBY

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	D-5 DOZER	0	EA	\$ 62.00	0	\$ -
2	324 TRACKHOE	0	EA	\$ 96.60	0	\$ -
3	320 TRACKHOE	1	EA	\$ 78.30	2	\$ 156.60
4	315 TRACKHOE	1	EA	\$ 75.20	3	\$ 225.60
5	924 LOADER	1	EA	\$ 41.70	3	\$ 125.10
	TOTAL:					\$ 507.30

TOTAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	TANDUM DUMP TRUCK	0	EA	\$ 56.00	0	\$ -
	TOTAL:					\$ -

MATERIAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
1		0	EA	\$ -	\$ -

JOB NO: 8139

DAY OF WEEK: Wednesday

DATE: 9/4/13

JO: REX HANSEN

ACCIDENTS: ☐ YES ☒ NOINCIDENTS: ☐ YES ☒ NO

SUPERINTENDENT: Ronnie Phelps

REVIEWED: [Signature]

CREW SIZE REQUIRED 5
(HOURLY EMPLOYEE)
 UA-UNAUTHORIZED ABSENCE
 AA-AUTHORIZED ABSENCE
 VAC-VACATION
 S-SICK L-LATE

NAME	CLASSIFICATION	ABSENCE	EMP NO	CL. NO	RATE	0230	042	076	030	T	O	A	L
RAY STOLZ	FOREMAN					1	3	6	1		11		
WALTER KEES G-50	TRACKHOE					1	3	6	1		11		
MERRITT MANN	ENDLOADER					1	3	6	1		11		
SANTANA SILVAN	PIPELAYER					1	3	6	1		11		
FRANCISCO TREJO	PIPELAYER					1	3	6	1		11		
JOEL RODRIGUEZ	LABOR					1	3	6	1		11		
TEMP EMPLOYEE													

PENTROMETER

A) A.M.

1. READING

2. SOIL TYPE C

3. LOCATION

B) P.M.

1. READING

2. SOIL TYPE C

3. LOCATION

EQUIPMENT
ODOMETER/HRS
READING

DAILY WORK REPORT	EQUIP. NO.	EQUIPMENT DESCRIPTION	HOURS WORKED	TOTAL	BEGINNING	ENDING
WET DAY: (YES) (NO)	1-187	PICK UP	1 2 6 1	10		
OTHER: (FAIR) (RAIN)	1-072	2-TON TRUCK	1 2 6 1	10		
(CLOUDY)	13-221	PIPE SAW	1 2 6 1	10		
(COLD) (HOT)	12-441	LEVEL	1 2 6 1	10		
RTED WORK AT	9-450	LASER	1 2 6 1	10		
1 6:30 (P.M.) 11:30	13-253	CHAINSAW	1 2 6 1	10		
WORK AT	5-422	TOOL TRAILER				
1 11:00 (P.M.) 6:00	11-205	3" PUMP	1 2 6 1	10		
WORK DONE	11-209	3" PUMP	1 2 6 1	10		
NTITY UNITS ITEMS	13-291	TAMP	1 2 6 1	10		
1 each 021 C	13-400	TAMP	1 2 6 1	10		
4 LF 042 C	2-167	320 Cat	1 2 4 1	8	1169	1177
1 each 030 C	2-189	315 Cat	1 3 1	5	3273	3278
	2-125	924 Loader	1 3 1	5	2398	2403

LOCATION OF WORK

BEGIN STATION: 87+71

B) END STATION: 84+47

 THER: CB 84 C 100% Conc .95 cy steel 86 lbs
 RKS:

SUPPLEMENTAL AGREEMENT

HEMPHILL CONSTRUCTION CO. INC.

P.O. DRAWER 879

FLORENCE, MS 39073

PROJECT NAME / NO.

STREET & SIGNAL IMPROVEMENTS, NORTHSIDE
DRIVE & PINEHAVEN DRIVE
CITY OF CLINTON, MS

MODIFICATION NO.

**Watermain Relocation at
Station 86+10 (Church)**

DATE:

Monday, September 16, 2013

COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNITS	ITEM PRICE	TOTAL AMOUNT
Hourly Work	Watermain Repairs at Gore Drive & Pinehaven	1.00	LS	\$ 6,027.00	\$ 6,027.00

LABOR	EQUIPMENT	RENT	MATERIAL	SUBCONTRACT	SUBTOTAL COST	
\$ 1,424.53	\$ 3,122.75	\$ 224.00	\$ 140.00	\$ -	\$ 4,911.28	
CONTRACTOR'S TAX OF TOTAL AMOUNT @				3.50%	\$ 210.91	
CONTRACTOR'S BOND OF TOTAL AMOUNT @				0.00%	\$ -	
CONTRACTOR'S NET FEE OF TOTAL AMOUNT @				15.00%	\$ 903.92	
TOTAL AMOUNT:				\$	6,026.11	
PRICE PER UNIT:				\$	6,027.00	

STATEMENT OF JUSTIFICATION FOR THIS CONTRACT MODIFICATION:

City of Clinton requested that Hemphill Construction Company, Inc. lower the existing water main that was in conflict with the new storm drainage pipe - the water main was conflicting the storm pipe grades for installation. Scheduled work on this date due to water main having to be shut off to Nursing Home. City of Clinton supplied all pipe and fittings required for repairs.

LABOR

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	FOREMAN	1	EA	\$ 26.02	9	\$ 234.18
2	OPERATOR	1	EA	\$ 19.30	9	\$ 173.70
3	OPERATOR	1	EA	\$ 19.30	9	\$ 173.70
4	PIPELAYER	1	EA	\$ 14.16	9	\$ 127.44
5	PIPELAYER	1	EA	\$ 13.00	9	\$ 117.00
6	LABOR	1	EA	\$ 11.00	9	\$ 99.00
7	LABOR	1	EA	\$ 11.00	0	\$ -
8	TEMPORARY LABOR (FLAGGER)	1	EA	\$ 10.00	0	\$ -
SUBTOTAL:						\$ 925.02
PAYROLL TAXES AND INSURANCE:					54.00%	\$ 499.51
TOTAL:						\$ 1,424.53

EQUIPMENT - OPERATING

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	PICKUP	1	EA	\$ 19.40	9	\$ 174.60
2	FUEL TRUCK (2-TON)	1	EA	\$ 38.90	9	\$ 350.10
3	LEVEL/LASER	1	EA	\$ 11.10	9	\$ 99.90
4	PIPE SAW	1	EA	\$ 6.00	9	\$ 54.00
5	PUMP	1	EA	\$ 11.60	9	\$ 104.40
6	CHAINSAW	1	EA	\$ 3.40	9	\$ 30.60
7	TAMP	1	EA	\$ 8.90	9	\$ 80.10
8	TRENCH BOX	0	EA	\$ 30.80	0	\$ -
9	MATERIAL BOX	0	EA	\$ 18.50	0	\$ -
10	D-5 DOZER	0	EA	\$ 96.90	0	\$ -
11	324 TRACKHOE	0	EA	\$ 155.40	0	\$ -
12	320 TRACKHOE	1	EA	\$ 125.80	7	\$ 880.60
14	315 TRACKHOE	1	EA	\$ 114.35	0	\$ -
15	924 LOADER	1	EA	\$ 69.65	5	\$ 348.25
TOTAL:						\$ 2,122.55

EQUIPMENT - STANDBY

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	D-5 DOZER	0	EA	\$ 62.00	0	\$ -
2	324 TRACKHOE	0	EA	\$ 96.60	0	\$ -
3	320 TRACKHOE	1	EA	\$ 78.30	2	\$ 156.60
4	315 TRACKHOE	1	EA	\$ 75.20	9	\$ 676.80
5	924 LOADER	1	EA	\$ 41.70	4	\$ 166.80
TOTAL:						\$ 1,000.20

RENTAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
1	TANDUM DUMP TRUCK	2	EA	\$ 56.00	2	\$ 224.00
TOTAL:						\$ 224.00

MATERIAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
1	SELECT FILL MATERIAL	4	LOADS	\$ 35.00	\$ 140.00

THEIR: church station! 8/6/40

**PROCLAMATION OF THE
CITY OF CLINTON, MISSISSIPPI
PROCLAIMING THE MONTH OF OCTOBER 2013
AS RACIAL RECONCILIATION CELEBRATION MONTH**

WHEREAS, Mission Mississippi has – since 1993 – been dedicated to the underlying truth that all persons of all races are called together to live in unity and harmony within the State of Mississippi. We are well aware of the continuing need to overcome the traditional barriers that in the past have separated the people of our state and our communities;

WHEREAS, it remains the goal of Mission Mississippi to create an environment in which it is safe to talk about the deep issues of race relations in order that genuine and meaningful relationships can be developed among all our fellow citizens across racial and denominational lines;

WHEREAS, Mission Mississippi has labored tirelessly toward this goal by sponsoring the Governor's Prayer Luncheon, the concept of GRACISM, Days of Dialoguing, Vision Gatherings, twice-weekly Prayer Breakfasts, local gatherings and chapters in more than twenty Mississippi municipalities, Youth Summits, Grace is Greater than Race Rallies, Unity Forums, Two and Two Meal Days, conferences and other events as well as numerous speaking engagements at civic clubs, churches, media forums and other gatherings around the State, all designed to help Mississippians of different backgrounds to come together and establish deep and genuine relationships across racial and denominational lines; and

WHEREAS, Mission Mississippi is celebrating 20 years with an 82 day walk of a lighted cross through all 82 counties in partnership with the Fellowship of Christian Athletes (FCA), "Mississippi Glowing for Christ, An 82 day Journey & Celebration," promoting racial reconciliation and unity throughout Mississippi.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI:

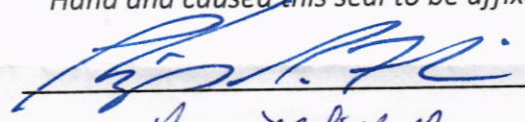
That the month of October 2013 be proclaimed as:

RACIAL RECONCILIATION CELEBRATION MONTH

In and throughout the City of Clinton, Mississippi and thus do hereby encourage all our citizens to join with Mission Mississippi to promote and bring about reconciliation, healing and unity by building relationships with other races and attending the statewide celebration and worship service on **October 27th at 5:00 p.m.** at Veterans Memorial Stadium, 1231 North State Street, Jackson, Mississippi.



*In witness whereof I have hereunto set my
Hand and caused this seal to be affixed.*



ATTEST: 

DATE: November 20, 2013