

**Minutes of
Clay County Board of Supervisors
Meeting Held Friday, February 22, 2019 at 1:00 p.m.**

BE IT REMEMBERED a regular meeting of the Clay County Board of Supervisors was held at the Clay County Courthouse, West Point, Mississippi, on Friday, February 22, 2019.

PRESENT:

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

Angela Turner Ford, Board Attorney
Amy G. Berry, Chancery Clerk
Eddie Scott, Sheriff
Robert Calvert, County Engineer
Treva Hodge, County Information Technology and County Human Resources Manager
Torrey Williams, County Emergency Management

Member of News Media
County Residents

The following proceedings were had:

CALL TO ORDER/INVOCATION

The meeting was called to order by Sheriff Scott. The welcome was given by Supervisor Davis with invocation given by Supervisor Deanes.

ADOPT AGENDA

Motion by Supervisor Deanes to adopt the agenda as prepared.

– Second by Supervisor Horton.

(See Exhibit "A" - Agenda).

001

AMEND AGENDA

Motion by Supervisor Horton to call for amendments of the agenda.

– Second by Supervisor Deanes.

MEMORANDUM OF UNDERSTANDING AGREEMENTS WITH MDA

Following discussion led by Mr. Robert Calvert, County Engineer, Supervisor Deanes moved to authorize and approve the MOU with the Mississippi Department of Transportation.

– Second by Supervisor Horton.

(See Exhibit “B” - MOU)

HIRING CALVERT AS ENGINEER OF RECORD FOR BRIDGE PROJECT

Motion by Supervisor Deanes to hire Robert Calvert as Engineer of Record for Cane Creek project.

–Second by Supervisor Horton.

(See Exhibit “C – Order Appointing Calvert Spradling Engineering”)

AUTHORITY OF CLERK TO OPEN ACCOUNTS FOR SPECIAL FUND PROJECTS

Motion by Supervisor Deanes to authorize the Chancery Clerk to open two accounts with deposits of \$100.00 each for the purpose of receiving and tracking funds as required for two infrastructure. Opening of the accounts are required to receive the special funds.

– Second by Supervisor Horton.

AUTHORITY TO INITIATE EMINENT DOMAIN PROCEEDINGS

Motion by Supervisor Deanes to proceed with Eminent Domain proceedings regarding the Jimmy Lancaster Estate.

–Second by Supervisor Chandler.

PURCHASE OF SCREENING EQUIPMENT

Motion by Supervisor Horton to authorize the purchase of two screening machines in the amount of \$9,438.00, combined.

– Second by Supervisor Chandler.

(See Exhibit “D – Quotes”)

CODERED RENEWAL

Motion by Supervisor Horton to authorize and approve the renewal of CODERED services for the County, which requires an expenditure of \$2,011.09 for the County and \$2,337.63 for the City.

– Second by Supervisor Chandler.

(See Exhibit “E – Email presented by Torrey Williams”)

EMERGENCY PROCLAMATION

Motion by Supervisor Horton to authorize and approve execution of Emergency Proclamation due to prediction of imminent heavy rains and flooding.

– Second by Supervisor Deanes.

(See Exhibit “F – Proclamation”)

VIRTUAL NETWORK INSTALLATION AND EQUIPMENT

Motion by Supervisor Deanes to table action of the Board on virtual network quotes.

–Second by Supervisor Horton.

LOCAL AND PRIVATE TO ASSIST WITH PURCHASE OF ICS BUS

Motion by Supervisor Horton to authorize and approve resolution of Board to seek authority from the Mississippi Legislature to expend up to \$50,000.00 to assist ICS/Head Start with the purchase of a school bus.

– Second by Supervisor Deanes.

(See Exhibit "G- Resolution")

EXPENDITURE FROM BRIDGE FUND

Motion by Supervisor Deanes to expend \$14,000.00 from bridge fund money to repair drainage pipes.

– Second by Supervisor Horton.

DISCUSSION WITH DENNIS HANNAH

Dennis Hannah appeared before the Board to request space for Job Corp office. No action was taken.

CLOSED SESSION

Motion by Supervisor Deanes to go into closed session to determine the need for Executive Session.

–Second by Supervisor Horton.

EXECUTIVE SESSION

Following discussion it was moved by Supervisor Horton to go into Executive Session to discuss security plans and devices pursuant to Section 25-41-7 of Mississippi Code of 1972, as amended.

RETURN TO OPEN MEETING

Motion by Supervisor Deanes to come out of Executive Session and return to open meeting.

– Second by Supervisor Horton.

It was announced that no action was taken during Executive Session.

RECESS

Motion by Supervisor Deanes to recess until Thursday, February 28, 2019, at 9:00 a.m.

– Second by Supervisor Horton.

DATED this the 22nd day of February, 2019.



R.B. Davis

**R.B. DAVIS, PRESIDENT
CLAY COUNTY BOARD OF
SUPERVISORS**

ATTEST:

AG Berry

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

005⁵

EXHIBIT A

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006

**Clay County Board of Supervisors
Agenda for Regular Meeting
Friday, February 22, 2019 at 1:00 p.m.**

- Call to Order
- Welcome and Prayer
- Adopt and Amend Agenda
- Robert Calvert
 - Authorize and Approve Memorandum of Understanding Agreements with MDOT
- ~~Purchase of Screening Machines~~ *Eddie Scott*
 - *Purchase of Screening Machines*
- Treva Hodge
 - Code Red Renewal FY2019
 - Consider quote for Virtual Network quotes pending fiber
- Request to go into executive session to discuss executive session regarding a transaction of business regarding security plan or devices as allowed under Section 25-41-7 of *Mississippi Code*
- Recess until Thursday, February 28, 2019, at 9:00 a.m.

Amendments:

007.

EXHIBIT B

7
008

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39216-1850
Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com



James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

February 15, 2019

Honorable Lynn Horton
President, Clay County Board of Supervisors
P.O. Box 815
West Point, MS 39773-0815

RE: Emergency Road and Bridge Repair (ERBR) Award for Replacement of Bridge Number(s)
SA130000000009

Dear Mr. Horton:

We are pleased to inform you that the Mississippi Transportation Commission, at their meeting on January 22, 2019, approved up to \$1,170,000.00 in Emergency Road and Bridge Repair (ERBR) Program funds for the above referenced Project.

If preconstruction funds were awarded, the Local Public Agency (LPA) will need to sign the attached Memorandum of Agreement (MOA) and return it to the Mississippi Department of Transportation (MDOT) for execution by the Executive Director. Once the MOA has been executed and the required information has been submitted identifying the Engineer of Record per the MOA, an initial deposit of up to twenty percent of the requested construction funds will be deposited into an account set up as described in the MOA. The remaining deposit of funds will be made at the time the low bid has been awarded. Once MDOT has received the information requested in the Final Payment Checklist, the LPA will receive the final deposit.

For applications that indicated the project was ready to be let to construction, the LPA will receive the deposit for necessary ERBR Funds once the MOA has been executed and MDOT has received the information requested in the Final Payment Checklist.

It is important that you and your city/county attorney review the attached MOA for a detailed understanding of the requirements to participate in the program. This MOA has been approved by the Office of the Attorney General and modifications will not be allowed. All signed MOAs must be returned with the appropriate board approval to the MDOT Planning Division (85-01) at P.O. Box 1850, Jackson, MS 39215.

We are excited about this program and working with you on these very important projects which will be beneficial to both your community and the entire state. If you have any specific questions please feel free to contact us at planning@mdot.ms.gov. Please visit MDOT's ERBR website at www.GoMDOT.com/ERBRF for additional information that we will be posting throughout the life of the program.

Sincerely,

Melinda L. McGrath, P.E.
Executive Director

Attachment

Transportation: The Driving Force of a Strong Economy

009

**MEMORANDUM OF AGREEMENT
BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION
AND Clay County, Mississippi
Project No. ERBR-STP/BR-0013(53)B**

This Memorandum of Agreement (the "Agreement") is entered into by and between the Mississippi Transportation Commission (the "Commission"), which executes its policies through the Executive Director of the Mississippi Department of Transportation ("MDOT"), whose address is 401 North West Street, Jackson, MS 39201, and Clay County, Mississippi (the "Recipient") whose address is P.O. Box 815, West Point, MS 39773-0815. This Agreement shall become effective upon the date of latest execution shown below.

WHEREAS, the Mississippi Legislature has created a special fund known as the Emergency Road and Bridge Repair Fund (the "ERBRF") pursuant to Section 7 and Section 8 of House Bill No. 1, First Extraordinary Session 2018; and,

WHEREAS, pursuant to said statute, the Department of Finance and Administration has issued State Revenue Bonds in sufficient amounts to fund this program and deposited the same into the said ERBRF; and

WHEREAS, the Mississippi Transportation Commission, acting through the Mississippi Department of Transportation has enacted rules pursuant to the Mississippi Administrative Procedures Act for the distribution of said funds; and

WHEREAS, the Recipient has applied for and been chosen to receive a grant of funds for the replacement of bridge number(s) SA1300000000009 and other associated activities identified in the recipients application as approved by the Commission on January 22, 2019 (the "Project");

WHEREAS, it is understood by and between the parties that the Commission has no funds available to contribute to the Project other than those being provided through the ERBRF grant described below, and that the Recipient is solely responsible for any costs of the Project that exceed the amount of the ERBRF grant.

NOW, THEREFORE, in consideration of the promises and agreements of the parties hereto, as shown below, it is hereby agreed as follows:

**ARTICLE I:
DUTIES AND RESPONSIBILITIES**

A. THE COMMISSION WILL:

Provide funding for the Project identified in this Agreement in an amount not to exceed \$1,170,000.00 according to the terms and conditions hereof.

If preconstruction activities were requested in the application and were not started prior to the award of ERBRF Program funds, transfer an initial installment of funds from the ERBRF in the amount of \$2,000.00 to the governmental entity shown above who owns/sponsors the public road or bridge Project to be used for preconstruction activities.

Once preconstruction activities are complete and the recipient has awarded a construction contract, transfer the remaining balance of the grant amount (not to exceed the amount needed to complete the Project). This transfer shall be made promptly after the award of the construction contract by the Recipient and after the required documents have been provided to MDOT.

The maximum engineering costs allowed to be paid from ERBRF grant monies shall be calculated based on a percentage of the successful construction bid amount. For projects requiring Preliminary Engineering (PE) and Construction Engineering and Inspection (CE&I), the maximum amount of the total engineering costs to be paid from the ERBRF shall be fifteen percent (15%) of the amount of the successful construction bid. For projects that do not require PE services, the maximum amount of engineering costs to be paid from the ERBRF for engineering costs shall be ten percent (10%) of the amount of the successful construction bid. The total amount allowed for PE and/or CE&I costs shall be the actual cost of these services or the maximum amounts outlined above, whichever is less.

B. THE RECIPIENT (CITY/COUNTY) WILL:

Execute and return this Agreement to MDOT by March 15, 2019.

Submit the appropriate approval (e.g. board order) identifying the Engineer of Record for the Project, who shall be a licensed Professional Engineer registered with the MS Board of Licensure for Professional Engineers and Surveyors, prior to the first transfer of funds.

Use the funds solely for the costs of the Project as defined in this Agreement and upon the terms and provisions of this Agreement. Failure to adhere to any provision within the Agreement may result in immediate withdrawal of future funding and will require the return of all unexpended funds upon written demand from MDOT.

Maintain Emergency Road and Bridge Repair (ERBR) Funding in a separate account for the Project identified in this Agreement, so that project funding and costs can be easily tracked. The Recipient must be enrolled in PayMode e-payment module prior to receiving ERBRF grant monies. The Recipient may request assistance enrolling by contacting www.mmrs.state.ms.us or by calling the MMRS Call Center at (601) 359-1343. MDOT uses Mississippi's

Accountability System for Government Information and Collaboration (MAGIC), and payment shall be made and remittance information provided electronically as directed by the State to the bank account of the Recipient's choice.

Make every effort to expend all funds in compliance with IRS regulations by January 31, 2022. Should any projected deviation from this schedule arise, the recipient agrees to notify MDOT in writing of the specific details of delay and request an extension as soon as the deviation becomes apparent. Should this request be denied, the Recipient will return any ERBRF monies in the amount determined by MDOT. **In the event a construction contract is not awarded by July 31, 2021, MDOT reserves the right to revoke the grant award and demand repayment of ERBR funds.** The Recipient agrees to promptly return any unexpended ERBRF monies for revoked awards as required by MDOT.

Secure all funding necessary to complete the Project and commit the same prior to or at the time of grant award. All funding associated with the selected ERBRF Project shall be secured prior to the award of the construction contract, and shall not be dependent on any future grants or awards. All funding in excess of the ERBRF grant amount necessary to complete the Project is the sole responsibility of the Recipient.

Follow state law for procurement of professionals and letting of construction projects. Failure to follow state laws may result in withdrawal of grant funds. If any federal funds are used in conjunction with ERBR funds, all federal procurement laws must be followed.

Advertise construction projects in newspapers with statewide circulation and make advertisements available to the Mississippi Association of General Contractors, Mississippi Road Builders' Association, and Mississippi Asphalt Pavement Association.

Maintain on file, the following items in relation to the Project and provide the same to MDOT upon request:

A copy of all design documents.

Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualifications (RFQ), Request for Proposals (RFP) or Invitation for Bids (IFB).

A copy of the project schedule.

A copy of the Construction Documents and Invitation for Bid Documents and any other IFB, RFQ, or RFP.

Documents including executed consultant Contracts for which funds will be expended.

A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, this must include the recommendation of the Engineer of Record, for the award of contract. For items procured by RFQ or RFP, this must include the evaluation committee tally sheets/overall scoring in support of the award decision.

A copy of Contract award for construction of Project.

A copy of all contractor pay requests and Professional pay requests and approval of and proof of payments for said services.

A copy of all bank statements of the separate account containing the ERBR funds.

Directly administer funding for the Project, maintaining said funds in a separate distinct account from the general funds of the Recipient for each Project funded. Any interest earned on this account shall remain in the account and shall be used on the Project identified in this Agreement. **Funding shall not be transferred back to the State or any other fund associated with the State Treasury unless directed by MDOT in writing.**

Expend Project Funds in the following manner:

The Recipient agrees that if any funds are available at the completion of the Project, it will notify MDOT, in writing with a copy of any required approvals (i.e., board, commission), of the amount of funds remaining and either request an amendment to the Project defined in this Agreement for purposes consistent with the Mississippi Infrastructure Modernization Act (MIMA) of 2018 and Internal Revenue Service (IRS) regulations, or notify MDOT that the funds are not needed and request to transfer funds back to the ERBRF.

All expenditures of funds deposited from the ERBRF Program will be spent solely on costs directly associated with the Project as identified in this Agreement. The Recipient agrees to **maintain accurate Project documentation and invoices for all expenditures associated with the Project for not less than 3 years** from final release of maintenance or as required by IRS regulations.

Project Funds shall not be used on the Recipient's operating expenditures (salaries, equipment, commodities, etc.) with the exception of work performed by the Engineer of Record and his staff in an amount that is reasonable and supported by historical data up to the amount allowed for such fees.

Adhere to the following Project Requirements:

A current Certificate of Authority is required by any corporation, firm, or

partnership employing the Mississippi Licensed Professional Engineer performing services on behalf of the Recipient in compliance with Mississippi Code Section §73-13-1, *et seq.*, as amended.

Design Plans shall be stamped by a Professional Engineer who is knowledgeable in the field of road design or bridge design, as applicable, and is registered with the MS Board of Licensure for Professional Engineers and Surveyors in compliance with Mississippi Code Section §73-13-1, *et seq.*, as amended.

The Recipient must maintain on file the documents listed above and provide these documents to MDOT and the Office of State Aid Road Construction (OSARC) upon request.

There shall be no changes to the Project as approved in this Agreement without detailed documentation as to the reason for the requested change. Requests for changes shall be submitted to MDOT in writing with a copy of any required approvals (i.e., board, commission). Project changes shall not be made without written approval by MDOT.

Project shall meet current OSARC Design Standards, MDOT Design Standards, and/or AASHTO Design Standards, whichever is appropriate. Recipient shall provide stamped certification from the Engineer of Record that the design meets the applicable standards, as required above.

The recipient shall adhere to the Manual on Uniform Traffic Control Devices regarding maintenance of traffic control features and the safety of workers and the traveling public for the road(s) and/or bridge(s) under construction and all other roads and entrances to adjacent properties within the limits of the project.

The construction shall be in accordance with the latest version of the Mississippi Standard Specifications for State Aid Road & Bridge Construction or MDOT Standard Specifications for Road & Bridge Construction, including all addenda, whichever is appropriate.

The construction shall be in accordance with the latest version of the MDOT Construction Manual or the OSARC Construction Manual, whichever is appropriate.

New bridges shall be designed and load rated in accordance with AASHTO LRFD Bridge Design Specifications, current edition, including seismic conditions where appropriate. Bridge design and load rating for bridge widening or rehabilitation shall be in accordance with the AASHTO Standard Specifications for Highway Bridges, 17th Edition.

For bridge projects, once the piling is driven and prior to placement of caps or superstructure, the Recipient must submit to MDOT and OSARC electronic documentation using MDOT or OSARC pile driving record forms showing that the

piles have reached the pile bearing as detailed in the construction plans. Any piling driven shall achieve the desired minimum bearing capacity and minimum tip elevation.

Upon completion of projects containing bridge construction or rehabilitation, a National Bridge Inspection Standards (NBIS) compliant inspection shall be made to fully document the as-built condition of the bridge. The findings of the inspection shall be documented in an inspection report and submitted via InspectTech.

For bridge replacement projects or projects that allow for repairs to a bridge in lieu of complete replacement, all components, upon completion of construction, shall achieve an NBI condition rating of 7 or greater and the bridge shall not be load-restricted (posted) for Mississippi legal loads.

Projects shall comply with all environmental permitting requirements as specified by all necessary parties including, but not limited to, Mississippi Department of Environmental Quality (MDEQ), US Army Corps of Engineers (USACE), and the Mississippi Department of Archives and History (MDAH). All required permits shall be submitted to MDOT for review prior to the transfer of any construction funds.

The Recipient shall provide an electronic copy of the completed and stamped as-built plans in a format approved by MDOT. In addition, the Recipient shall provide stamped certification from the Engineer of Record that the Project was constructed in accordance with the applicable standards, as required by MDOT.

At the end of the Project, plans and all Project documentation shall be owned by MDOT and shall be provided to MDOT on CD or other acceptable electronic means of data storage.

Report upon Project progress as follows:

The Recipient agrees to provide quarterly reports and any required supporting documentation on a form prescribed by MDOT that summarize all work and expenditures on the Project since the last report. The quarterly report shall provide an updated schedule that has estimated dates for milestones and shall also provide a copy of the most recent bank statement of the separate account used to maintain ERBR funding for the Project described in this Agreement. The first quarterly report shall include a bank statement showing proof of the first ERBRF proceed deposit. If the Recipient receives a second transfer from MDOT, the quarterly report immediately following this transfer shall also include a bank statement showing proof of the second ERBRF proceed deposit. The first quarterly report shall be provided within 30 days of the end of the next calendar quarter after the effective date of this Agreement and thereafter within 30 days after the end of each succeeding calendar quarter (i.e. March 30, June 30, September 30, and December 31). Failure to provide required reports may result in reduction of the grant award and/or the withdrawal of Project funding, in which

case funds would be returned to the ERBRF upon written demand from MDOT.

The recipient further agrees to make such other reports, disclosures, or certifications as may be required by MDOT.

**ARTICLE II:
GENERAL PROVISIONS**

- A. The Commission has no funds available to contribute to the Project other than those being provided through the ERBRF described above. The Recipient is solely responsible for any costs of the Project that exceed the amount of the transfer of funds as defined in this Agreement.**
- B. This Agreement shall be subject to termination only upon written agreement by all parties or notice to terminate by MDOT for failure to comply with the terms of this Agreement.**
- C. It is understood that this is a Memorandum of Agreement, and that more specific requirements for the design and construction, procurement, and payment for the Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the policies and procedures of MDOT, and other related regulatory authorities. The Recipient agrees that it will abide by all such applicable authority.**
- D. All contracts and subcontracts shall include a provision for compliance with "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in Section 71-11-3 of the Mississippi Code of 1972, as amended. Under this Act the Commission, the City, and every contractor or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 110 Stat. 3359, as amended.**

**ARTICLE III.
AMENDMENTS**

This Agreement may be amended in writing as mutually agreed upon by the parties.

**ARTICLE IV.
SEVERABILITY**

Should any provision of this Agreement be found to be unconstitutional, or otherwise be

contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

**ARTICLE V.
RELATIONSHIP OF THE PARTIES**

- A. The Commission and the Recipient are separate public agencies, and each, in accordance with its status as an independent agency, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, or claim to be, an agent, officer, or employee of the other by reason hereof. The employees, agents, and contractors of MDOT and the Recipient will not by reason hereof make any claim, demand, or application for any right or privilege applicable to an officer or employee of the other, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.
- B. No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any person or entity not a signatory hereto.

**ARTICLE VI.
RESPONSIBILITIES FOR CLAIMS AND LIABILITY**

- A. The Commission, MDOT, OSARC, and all of their agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except those specifically stated herein, and have no authority to select, employ, supervise, or control any contractor employed by the Recipient, or any employee, agent, or official of the Recipient, or any of the Recipient's contractors or subcontractors.
- B. The Commission will not be a party to any contract or subcontract entered into by the Recipient, other than this Agreement.
- C. The Recipient will indemnify the Commission and hold it harmless to the extent allowed by Section 65-1-75 of Miss. Code Ann. (1972), as amended.

**ARTICLE VII.
AUTHORITY TO CONTRACT**

The Undersigned party represents that he/she has the authority to enter into this Agreement for and on behalf of Clay County, Mississippi. The Commission authorized the Executive Director to execute this Agreement at its meeting of January 22, 2019.

So agreed this the _____ day of _____, 2019.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through its duly authorized
Executive Director

Melinda L. McGrath, P.E., Executive Director
Mississippi Department of Transportation

So agreed this the _____ day of _____, 2019.

Lynn Horton, President
Clay County Board of Supervisors

ATTEST

Recorded at Book 21, Page 1017-1018, of the Minutes of the Mississippi
Transportation Commission.

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com



James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

February 15, 2019

Honorable Lynn Horton
President, Clay County Board of Supervisors
P.O. Box 815
West Point, MS 39773-0815

RE: Emergency Road and Bridge Repair (ERBR) Award for Replacement of Bridge Number(s)
SA130000000079

Dear Mr. Horton:

We are pleased to inform you that the Mississippi Transportation Commission, at their meeting on January 22, 2019, approved up to \$610,000.00 in Emergency Road and Bridge Repair (ERBR) Program funds for the above referenced Project.

If preconstruction funds were awarded, the Local Public Agency (LPA) will need to sign the attached Memorandum of Agreement (MOA) and return it to the Mississippi Department of Transportation (MDOT) for execution by the Executive Director. Once the MOA has been executed and the required information has been submitted identifying the Engineer of Record per the MOA, an initial deposit of up to twenty percent of the requested construction funds will be deposited into an account set up as described in the MOA. The remaining deposit of funds will be made at the time the low bid has been awarded. Once MDOT has received the information requested in the Final Payment Checklist, the LPA will receive the final deposit.

For applications that indicated the project was ready to be let to construction, the LPA will receive the deposit for necessary ERBR Funds once the MOA has been executed and MDOT has received the information requested in the Final Payment Checklist.

It is important that you and your city/county attorney review the attached MOA for a detailed understanding of the requirements to participate in the program. This MOA has been approved by the Office of the Attorney General and modifications will not be allowed. All signed MOAs must be returned with the appropriate board approval to the MDOT Planning Division (85-01) at P.O. Box 1850, Jackson, MS 39215.

We are excited about this program and working with you on these very important projects which will be beneficial to both your community and the entire state. If you have any specific questions please feel free to contact us at planning@mdot.ms.gov. Please visit MDOT's ERBR website at www.GoMDOT.com/ERBRF for additional information that we will be posting throughout the life of the program.

Sincerely,

Melinda L. McGrath, P.E.
Executive Director

Attachment

Transportation: The Driving Force of a Strong Economy

019

**MEMORANDUM OF AGREEMENT
BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION
AND Clay County, Mississippi
Project No. ERBR-13(01)**

This Memorandum of Agreement (the "Agreement") is entered into by and between the Mississippi Transportation Commission (the "Commission"), which executes its policies through the Executive Director of the Mississippi Department of Transportation ("MDOT"), whose address is 401 North West Street, Jackson, MS 39201, and Clay County, Mississippi (the "Recipient") whose address is P.O. Box 815, West Point, MS 39773-0815. This Agreement shall become effective upon the date of latest execution shown below.

WHEREAS, the Mississippi Legislature has created a special fund known as the Emergency Road and Bridge Repair Fund (the "ERBRF") pursuant to Section 7 and Section 8 of House Bill No. 1, First Extraordinary Session 2018; and,

WHEREAS, pursuant to said statute, the Department of Finance and Administration has issued State Revenue Bonds in sufficient amounts to fund this program and deposited the same into the said ERBRF; and

WHEREAS, the Mississippi Transportation Commission, acting through the Mississippi Department of Transportation has enacted rules pursuant to the Mississippi Administrative Procedures Act for the distribution of said funds; and

WHEREAS, the Recipient has applied for and been chosen to receive a grant of funds for the replacement of bridge number(s) SA1300000000079 and other associated activities identified in the recipients application as approved by the Commission on January 22, 2019 (the "Project");

WHEREAS, it is understood by and between the parties that the Commission has no funds available to contribute to the Project other than those being provided through the ERBRF grant described below, and that the Recipient is solely responsible for any costs of the Project that exceed the amount of the ERBRF grant.

NOW, THEREFORE, in consideration of the promises and agreements of the parties hereto, as shown below, it is hereby agreed as follows:

**ARTICLE I:
DUTIES AND RESPONSIBILITIES**

A. THE COMMISSION WILL:

Provide funding for the Project identified in this Agreement in an amount not to exceed \$610,000.00 according to the terms and conditions hereof.

If preconstruction activities were requested in the application and were not started prior to the award of ERBRF Program funds, transfer an initial installment of funds from the ERBRF in the amount of \$56,672.00 to the governmental entity shown above who owns/sponsors the public road or bridge Project to be used for preconstruction activities.

Once preconstruction activities are complete and the recipient has awarded a construction contract, transfer the remaining balance of the grant amount (not to exceed the amount needed to complete the Project). This transfer shall be made promptly after the award of the construction contract by the Recipient and after the required documents have been provided to MDOT.

The maximum engineering costs allowed to be paid from ERBRF grant monies shall be calculated based on a percentage of the successful construction bid amount. For projects requiring Preliminary Engineering (PE) and Construction Engineering and Inspection (CE&I), the maximum amount of the total engineering costs to be paid from the ERBRF shall be fifteen percent (15%) of the amount of the successful construction bid. For projects that do not require PE services, the maximum amount of engineering costs to be paid from the ERBRF for engineering costs shall be ten percent (10%) of the amount of the successful construction bid. The total amount allowed for PE and/or CE&I costs shall be the actual cost of these services or the maximum amounts outlined above, whichever is less.

B. THE RECIPIENT (CITY/COUNTY) WILL:

Execute and return this Agreement to MDOT by March 15, 2019.

Submit the appropriate approval (e.g. board order) identifying the Engineer of Record for the Project, who shall be a licensed Professional Engineer registered with the MS Board of Licensure for Professional Engineers and Surveyors, prior to the first transfer of funds.

Use the funds solely for the costs of the Project as defined in this Agreement and upon the terms and provisions of this Agreement. Failure to adhere to any provision within the Agreement may result in immediate withdrawal of future funding and will require the return of all unexpended funds upon written demand from MDOT.

Maintain Emergency Road and Bridge Repair (ERBR) Funding in a separate account for the Project identified in this Agreement, so that project funding and costs can be easily tracked. The Recipient must be enrolled in PayMode e-payment module prior to receiving ERBRF grant monies. The Recipient may request assistance enrolling by contacting www.mmrs.state.ms.us or by calling the MMRS Call Center at (601) 359-1343. MDOT uses Mississippi's

Accountability System for Government Information and Collaboration (MAGIC), and payment shall be made and remittance information provided electronically as directed by the State to the bank account of the Recipient's choice.

Make every effort to expend all funds in compliance with IRS regulations by January 31, 2022. Should any projected deviation from this schedule arise, the recipient agrees to notify MDOT in writing of the specific details of delay and request an extension as soon as the deviation becomes apparent. Should this request be denied, the Recipient will return any ERBRF monies in the amount determined by MDOT. In the event a construction contract is not awarded by July 31, 2021, MDOT reserves the right to revoke the grant award and demand repayment of ERBR funds. The Recipient agrees to promptly return any unexpended ERBRF monies for revoked awards as required by MDOT.

Secure all funding necessary to complete the Project and commit the same prior to or at the time of grant award. All funding associated with the selected ERBRF Project shall be secured prior to the award of the construction contract, and shall not be dependent on any future grants or awards. All funding in excess of the ERBRF grant amount necessary to complete the Project is the sole responsibility of the Recipient.

Follow state law for procurement of professionals and letting of construction projects. Failure to follow state laws may result in withdrawal of grant funds. If any federal funds are used in conjunction with ERBR funds, all federal procurement laws must be followed.

Advertise construction projects in newspapers with statewide circulation and make advertisements available to the Mississippi Association of General Contractors, Mississippi Road Builders' Association, and Mississippi Asphalt Pavement Association.

Maintain on file, the following items in relation to the Project and provide the same to MDOT upon request:

A copy of all design documents.

Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualifications (RFQ), Request for Proposals (RFP) or Invitation for Bids (IFB).

A copy of the project schedule.

A copy of the Construction Documents and Invitation for Bid Documents and any other IFB, RFQ, or RFP.

Documents including executed consultant Contracts for which funds will be expended.

A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, this must include the recommendation of the Engineer of Record, for the award of contract. For items procured by RFQ or RFP, this must include the evaluation committee tally sheets/overall scoring in support of the award decision.

A copy of Contract award for construction of Project.

A copy of all contractor pay requests and Professional pay requests and approval of and proof of payments for said services.

A copy of all bank statements of the separate account containing the ERBR funds.

Directly administer funding for the Project, maintaining said funds in a separate distinct account from the general funds of the Recipient for each Project funded. Any interest earned on this account shall remain in the account and shall be used on the Project identified in this Agreement. **Funding shall not be transferred back to the State or any other fund associated with the State Treasury unless directed by MDOT in writing.**

Expend Project Funds in the following manner:

The Recipient agrees that if any funds are available at the completion of the Project, it will notify MDOT, in writing with a copy of any required approvals (i.e., board, commission), of the amount of funds remaining and either request an amendment to the Project defined in this Agreement for purposes consistent with the Mississippi Infrastructure Modernization Act (MIMA) of 2018 and Internal Revenue Service (IRS) regulations, or notify MDOT that the funds are not needed and request to transfer funds back to the ERBRF.

All expenditures of funds deposited from the ERBRF Program will be spent solely on costs directly associated with the Project as identified in this Agreement. The Recipient agrees to **maintain accurate Project documentation and invoices for all expenditures associated with the Project for not less than 3 years** from final release of maintenance or as required by IRS regulations.

Project Funds shall not be used on the Recipient's operating expenditures (salaries, equipment, commodities, etc.) with the exception of work performed by the Engineer of Record and his staff in an amount that is reasonable and supported by historical data up to the amount allowed for such fees.

Adhere to the following Project Requirements:

A current Certificate of Authority is required by any corporation, firm, or

partnership employing the Mississippi Licensed Professional Engineer performing services on behalf of the Recipient in compliance with Mississippi Code Section §73-13-1, *et seq.*, as amended.

Design Plans shall be stamped by a Professional Engineer who is knowledgeable in the field of road design or bridge design, as applicable, and is registered with the MS Board of Licensure for Professional Engineers and Surveyors in compliance with Mississippi Code Section §73-13-1, *et seq.*, as amended.

The Recipient must maintain on file the documents listed above and provide these documents to MDOT and the Office of State Aid Road Construction (OSARC) upon request.

There shall be no changes to the Project as approved in this Agreement without detailed documentation as to the reason for the requested change. Requests for changes shall be submitted to MDOT in writing with a copy of any required approvals (i.e., board, commission). Project changes shall not be made without written approval by MDOT.

Project shall meet current OSARC Design Standards, MDOT Design Standards, and/or AASHTO Design Standards, whichever is appropriate. Recipient shall provide stamped certification from the Engineer of Record that the design meets the applicable standards, as required above.

The recipient shall adhere to the Manual on Uniform Traffic Control Devices regarding maintenance of traffic control features and the safety of workers and the traveling public for the road(s) and/or bridge(s) under construction and all other roads and entrances to adjacent properties within the limits of the project.

The construction shall be in accordance with the latest version of the Mississippi Standard Specifications for State Aid Road & Bridge Construction or MDOT Standard Specifications for Road & Bridge Construction, including all addenda, whichever is appropriate.

The construction shall be in accordance with the latest version of the MDOT Construction Manual or the OSARC Construction Manual, whichever is appropriate.

New bridges shall be designed and load rated in accordance with AASHTO LRFD Bridge Design Specifications, current edition, including seismic conditions where appropriate. Bridge design and load rating for bridge widening or rehabilitation shall be in accordance with the AASHTO Standard Specifications for Highway Bridges, 17th Edition.

For bridge projects, once the piling is driven and prior to placement of caps or superstructure, the Recipient must submit to MDOT and OSARC electronic documentation using MDOT or OSARC pile driving record forms showing that the

piles have reached the pile bearing as detailed in the construction plans. Any piling driven shall achieve the desired minimum bearing capacity and minimum tip elevation.

Upon completion of projects containing bridge construction or rehabilitation, a National Bridge Inspection Standards (NBIS) compliant inspection shall be made to fully document the as-built condition of the bridge. The findings of the inspection shall be documented in an inspection report and submitted via InspectTech.

For bridge replacement projects or projects that allow for repairs to a bridge in lieu of complete replacement, all components, upon completion of construction, shall achieve an NBI condition rating of 7 or greater and the bridge shall not be load-restricted (posted) for Mississippi legal loads.

Projects shall comply with all environmental permitting requirements as specified by all necessary parties including, but not limited to, Mississippi Department of Environmental Quality (MDEQ), US Army Corps of Engineers (USACE), and the Mississippi Department of Archives and History (MDAH). All required permits shall be submitted to MDOT for review prior to the transfer of any construction funds.

The Recipient shall provide an electronic copy of the completed and stamped as-built plans in a format approved by MDOT. In addition, the Recipient shall provide stamped certification from the Engineer of Record that the Project was constructed in accordance with the applicable standards, as required by MDOT.

At the end of the Project, plans and all Project documentation shall be owned by MDOT and shall be provided to MDOT on CD or other acceptable electronic means of data storage.

Report upon Project progress as follows:

The Recipient agrees to provide quarterly reports and any required supporting documentation on a form prescribed by MDOT that summarize all work and expenditures on the Project since the last report. The quarterly report shall provide an updated schedule that has estimated dates for milestones and shall also provide a copy of the most recent bank statement of the separate account used to maintain ERBR funding for the Project described in this Agreement. The first quarterly report shall include a bank statement showing proof of the first ERBRF proceed deposit. If the Recipient receives a second transfer from MDOT, the quarterly report immediately following this transfer shall also include a bank statement showing proof of the second ERBRF proceed deposit. The first quarterly report shall be provided within 30 days of the end of the next calendar quarter after the effective date of this Agreement and thereafter within 30 days after the end of each succeeding calendar quarter (i.e. March 30, June 30, September 30, and December 31). Failure to provide required reports may result in reduction of the grant award and/or the withdrawal of Project funding, in which

case funds would be returned to the ERBRF upon written demand from MDOT.

The recipient further agrees to make such other reports, disclosures, or certifications as may be required by MDOT.

**ARTICLE II:
GENERAL PROVISIONS**

- A. **The Commission has no funds available to contribute to the Project other than those being provided through the ERBRF described above. The Recipient is solely responsible for any costs of the Project that exceed the amount of the transfer of funds as defined in this Agreement.**
- B. This Agreement shall be subject to termination only upon written agreement by all parties or notice to terminate by MDOT for failure to comply with the terms of this Agreement.
- C. It is understood that this is a Memorandum of Agreement, and that more specific requirements for the design and construction, procurement, and payment for the Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the policies and procedures of MDOT, and other related regulatory authorities. The Recipient agrees that it will abide by all such applicable authority.
- D. All contracts and subcontracts shall include a provision for compliance with "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in Section 71-11-3 of the Mississippi Code of 1972, as amended. Under this Act the Commission, the City, and every contractor or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 110 Stat. 3359, as amended.

**ARTICLE III.
AMENDMENTS**

This Agreement may be amended in writing as mutually agreed upon by the parties.

**ARTICLE IV.
SEVERABILITY**

Should any provision of this Agreement be found to be unconstitutional, or otherwise be

contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

**ARTICLE V.
RELATIONSHIP OF THE PARTIES**

- A. The Commission and the Recipient are separate public agencies, and each, in accordance with its status as an independent agency, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, or claim to be, an agent, officer, or employee of the other by reason hereof. The employees, agents, and contractors of MDOT and the Recipient will not by reason hereof make any claim, demand, or application for any right or privilege applicable to an officer or employee of the other, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.
- B. No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any person or entity not a signatory hereto.

**ARTICLE VI.
RESPONSIBILITIES FOR CLAIMS AND LIABILITY**

- A. The Commission, MDOT, OSARC, and all of their agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except those specifically stated herein, and have no authority to select, employ, supervise, or control any contractor employed by the Recipient, or any employee, agent, or official of the Recipient, or any of the Recipient's contractors or subcontractors.
- B. The Commission will not be a party to any contract or subcontract entered into by the Recipient, other than this Agreement.
- C. The Recipient will indemnify the Commission and hold it harmless to the extent allowed by Section 65-1-75 of Miss. Code Ann. (1972), as amended.

**ARTICLE VII.
AUTHORITY TO CONTRACT**

The Undersigned party represents that he/she has the authority to enter into this Agreement for and on behalf of Clay County, Mississippi. The Commission authorized the Executive Director to execute this Agreement at its meeting of January 22, 2019.

So agreed this the _____ day of _____, 2019.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through its duly authorized
Executive Director

Melinda L. McGrath, P.E., Executive Director
Mississippi Department of Transportation

So agreed this the _____ day of _____, 2019.

Lynn Horton, President
Clay County Board of Supervisors

ATTEST:

Recorded at Book 21, Page 1017-1018, of the Minutes of the Mississippi
Transportation Commission.

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EXHIBIT C

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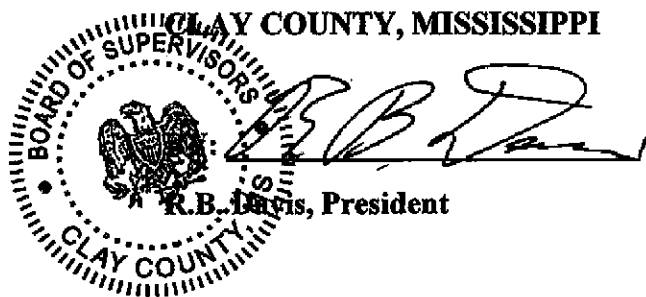
**ORDER OF THE BOARD OF SUPERVISORS OF
CLAY COUNTY, MISSISSIPPI**

Whereas, the COUNTY has been advised by the Mississippi Department of Transportation that Emergency Road and Bridge Repair (ERBR) Program funds for Project No. ERBR-STP/BR-0013(53)B has been approved and a Memorandum of Understanding is to be executed. Article I-B of the MOU requires a Board Order be submitted to MDOT identifying the Engineer of Record for the Project.

Now, therefore, this Board does hereby order that the Board pursuant to the terms of the Memorandum of Understanding does hereby thereby identified as the Engineer of Record For Project No. ERBR-STP/BR-0013(53)B to be Calvert-Spradling Engineers, Inc., P.O. Drawer 1078, 7085 Hwy 45 Alt N, West Point, MS 39773.

WITNESS this my signature in agreement and execution hereof, this the 22nd day of February, 2019.

BOARD OF SUPERVISORS



030

EXHIBIT D

031

Shelsky Metal Detectors Sales & Service LLC

PROPOSAL: CLAY COUNTY MS
DATE: FEBRUARY 21, 2019

3640 Northcote Drive
Birmingham, AL 35223
Phone 205 529-1111 or 423-488-5218
Fax 205-538-5278
mshelsky929@gmail.com

TO Clay County Sheriff's Office
348 West Broad Street
West Point, MS 39773
Stanley Lee
662-295-5450

Quote

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Marvin Shelsky	Walk Through Metal Detectors				Net 30 days	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
2	1168414	Garrett PD6500I TSA-Certified Walk-Through Metal Detector with 33 Distinct Pinpoint Zones for Ultimate Detection. Gray	3,990.00	\$7,980.00
2	1169111	Caster Set with 4 Locking Swivel Wheels (optional)	239.00	\$478.00
2	Lot	Labor for installation, assembly, testing, calibrating (to customer standards) and training included.	590.00	\$990.00

Plus, Applicable Sales Tax

CUSTOMER WILL SUPPLY 110/120 VOLT OUTLETS AT SITE OF METAL DETECTORS

SUBTOTAL	\$9,448.00
SALE TAX	N/A
TOTAL	

Quotation prepared by Marvin Shelsky
Shelsky Metal Detectors Sales and Service, LLC DOES NOT supply conduit, electrical service, or trenching unless specified.

Signature Denotes Acceptance: _____

THANK YOU FOR THE OPPORTUNITY TO OFFER THIS QUOTE!

032

EXHIBIT E

033

Amy Berry

From: Torrey Williams <twilliams@wpnet.org>
Sent: Monday, February 18, 2019 3:25 PM
To: 'Amy Berry'; Treva Hodge
Subject: CODE RED RENEWAL

Good Evening,

It is time for CODERED Renewal. The portions are below with the IPAWS option;

County – \$2,011.09

City - \$2,337.63

The IPAWS options allows us to send the URGENT messages to cellphones, TV, and radio station. It does not matter if they are signed up for CodeRed. The City has agreed to the option.

Thank you,
Torrey

034
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EXHIBIT F

035

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
(by City Council or County Board of Supervisors)

WHEREAS, Clay the ~~City Council~~/or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City/County, caused by Flash Flooding / Flooding
(Severe storm, tornado, damaging winds, flash flooding, river flooding)

drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

commencing on or about 5 AM ^(P) on the 19th day of Feb 2019; and
WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City/County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the City Council / Board of Supervisors of the City / County of Clay, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City / County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the City / County Emergency Operations Plan.

DATE: 2/22/19



Clay County
City / or County, State of MS

[Signature]
Mayor / President of Board of Supervisors

[Signature]
Councilperson / Supervisor

not present
Councilperson / Supervisor

[Signature]
Councilperson / Supervisor

[Signature]
Councilperson / Supervisor

036

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EXHIBIT G

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037

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**RESOLUTION OF THE BOARD OF SUPERVISORS OF CLAY COUNTY,
MISSISSIPPI REQUESTING LOCAL AND PRIVATE LEGISLATION
AUTHORIZING THE EXPENDITURE OF \$50,000.00
TO ASSIST CLAY COUNTY HEAD START
PURCHASE A SCHOOL BUS**

WHEREAS, the Clay County Board of Supervisors strives to enhance the quality of life of its residents, by addressing the socioeconomic and educational needs of its residents, and

WHEREAS, Clay County Head Start operates a facility within the confines of Clay County, Mississippi, which has the capacity to educate 235 children, and

WHEREAS, the Executive Director of Head Start has requested the financial assistance of the County Board of Supervisors to purchase a bus to be used to transport children residing throughout Clay County to and from school, as well as enable Clay County Head Start to transport children to school related events, and

WHEREAS, the Clay County Board of Supervisors has been advised Clay County Head Start does not have sufficient sources or revenue to fund the purchase of a bus without the assistance of the County; and

WHEREAS, the Clay County Board of Supervisors desires legislation be introduced during the 2019 Session of the Mississippi Legislature authorizing Clay County to expend up to \$50,000.00 to assist Clay County Head Start with the aforementioned purchase.

NOW THEREFORE, BE IT RESOLVED, after motion made by Supervisor

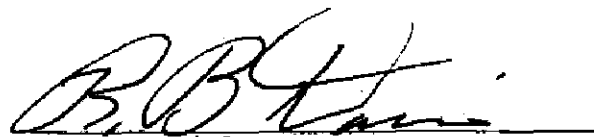
Horton, and seconded by Supervisor Deanes

this resolution is hereby approved and the Clay County Board of Supervisors urges the Mississippi Legislature to pass legislation which will allow the Board to expend up to \$50,000.00 to assist Clay County Head Start with the purchase of a bus to transport children to and from school, as well as to school related events.


Supervisor Horton	Voted:	<u>AYE</u>
Supervisor Lummus	Voted:	<u>AYE</u>
Supervisor Davis	Voted:	<u>AYE</u>
Supervisor Deanes	Voted:	<u>AYE</u>
Supervisor Chandler	Voted:	<u>AYE</u>

Dated this the 22nd day of February, 2019.




R.B. DAVIS, PRESIDENT
CLAY COUNTY BOARD OF
SUPERVISORS

ATTEST:


AMY G. BERRY
CHANCERY CLERK