

**TAX LEVY FOR CLAY COUNTY,
MISSISSIPPI FISCAL YEAR 2011-2012**

IN THE MATTER OF LEVYING COUNTY AD VALOREM TAXES FOR THE CURRENT YEAR 2011-2012, INCLUDING ROAD DISTRICTS, SCHOOL DISTRICTS, AND ANY OTHER TAXING DISTRICTS IN CLAY COUNTY, MISSISSIPPI

There came on for hearing and determination by the Board of Supervisors of Clay County, Mississippi, the matter of levying the ad valorem taxes for the fiscal year 2011-2012, beginning October 1, 2011, on assessments on property as of January 1, 2011, for the County, for the road districts, for the school districts, and for all other taxing districts as stated, in accordance with the provisions of Section 27-39-317 of the *Mississippi Code of 1972*, and other laws relative to said matters, and the Board, having fully and carefully considered the needs and requirements of the various funds of the County and of said district and the rates or levies which are required to produce the revenue necessary to meet the budget as made, fixed and heretofore approved by the Board, as required by law, and it having been ascertained that the maintenance levy for the Clay County School District is supported by certified copy of an order of the Board of Education of Clay County, Mississippi, and the county-wide school maintenance levy is supported by certificate of the Mississippi State Board of Education as required by law, and it appearing that the tax rates of levies for the County and the several County purposes, the road levies for the County and the several County purposes, the road districts, the school districts and other taxing districts, are necessary in order to raise the funds required to meet the expenses of the County and of said taxing districts for said fiscal year

IT IS THEREFORE ORDERED AND ADJUDGED by the Board of Supervisors of Clay County, Mississippi, that the following ad valorem tax rates and levies be and the same are hereby imposed and levied for the fiscal year 2011-2012, upon the assessed value of all taxable property in Clay County, State of Mississippi, and in the respective road districts, school districts and other taxing districts in said Clay County, as the property is now assessed and listed, or as may hereafter be assessed and listed, upon the assessment rolls of said County as of January 1, 2011, except property subject to State taxes only, and except the exempted assessed value of homes to the extent exempted by the homestead exemption laws of the State of Mississippi, as provided by law, the said rates, expressed in mills or decimal fraction of a mill, being levied and imposed upon the dollar of assessed valuation appearing upon the assessments rolls of said County as aforesaid or the following funds or purposes, and when the money is collected, it shall be credited to the respective funds as provided by law

Section 1 There is hereby levied upon each dollar of assessed valuation in the County for countywide purposes as follows

For general county purposes (current expenses and maintenance) mills as authorized by Section 27-39-303 of the *Mississippi Code of 1972* 29 75

(The levy of 29 75 mills for General County purposes is for the following items

Office and Administration, Judicial and Law Enforcement, Charity and Public Welfare, Farm and Home Service, Operation and Maintenance of buildings and grounds and sundry, Clay County Association for Retarded Children, as shown by the budget hereto-

fore adopted by this Board, and in accordance with the regulations of the State Auditing Department)

For the maintenance and construction of bridges and culverts throughout the County as authorized by Section 65-15-7 and 27-39-305 of the *Mississippi Code of 1972* 7 0

Section 2 There is hereby levied upon each dollar of assessed valuation of taxable property in the Clay County School District for the maintenance of schools and all incidental expenses thereof, as authorized by Section 37-57-105, *et seq.*, of the *Mississippi Code of 1972*, as follows

Clay County School District 55 00

Section 3 There is hereby levied upon each dollar of assessed valuation of taxable property in Clay County, Mississippi, in accordance with House Bill # _____, and in lieu of former State Ad Valorem Tax, and in accordance with Sections 27-39-329(2)(a) and (2)(b) of the *Mississippi Code of 1972*, as amended

A For the Tombigbee River Valley Water Management District 75
B For the Clay County Utilization Fund 1 00

Section 4 There is hereby levied upon each dollar of assessed valuation of taxable property in the Tombigbee River Watershed Area of said Clay County, for support of the Tombigbee River Water Management District as authorized by Section 51-13-131 of the *Mississippi Code of 1972* 25

Section 5 There is hereby levied and imposed upon all timbered and uncultivable land in Clay County, Mississippi, as authorized by Section 49-19-115 of the *Mississippi Code of 1972*, a special tax known as the forest acreage tax of nine (9) cents per acre

Section 6 There is hereby levied upon each dollar of assessed valuation in the County for the support and maintenance of East Mississippi Community College and Vocational Training School as authorized by Sections 37-29-141 and 37-29-143 of the *Mississippi Code of 1972*, as follows

A For maintenance of East Mississippi Community College 1 60
B For maintenance of Vocational Training School 90
C Capital outlay for Vocational Training School 75

Section 7 There is hereby levied upon each dollar of assessed valuation of taxable property in Clay County, Mississippi, for support of the Tombigbee Regional Library System in accordance with Section 39-3-5 of the *Mississippi Code of 1972* 64

Section 8 There is hereby levied upon each dollar of assessed valuation of taxable property in Clay County, Mississippi, for bonds and interest as follows

A Reappraisal 2008 notes as authorized by Section 27-39-325 of the *Mississippi Code of 1972* 33
B DHS Building Bonds 1999 as authorized by Section 19-9-1 of the *Mississippi Code of 1972* 38

Section 9 There is hereby levied upon each dollar of assessed valuation of taxable property within Clay County, Mississippi, and outside the corporate limits of

Section 10 There is hereby levied upon each dollar of assessed valuation of taxable property in Supervisor's District One, Clay County, Mississippi, for bonds and interest as follows

- A District One Road Bonds 1997, as authorized by Section 19-9-9 of the *Mississippi Code of 1972* 1 82

Section 11 There is hereby levied upon each dollar of assessed valuation of taxable property in Supervisor's District Two, Clay County, Mississippi, for bonds and interest as follows

- A District Two Road Bonds and Interest 2001, as authorized by Section 19-9-9 of the *Mississippi Code of 1972* 1 23

Section 12 There is hereby levied upon each dollar of assessed valuation of taxable property in Supervisor's District Three, Clay County, Mississippi, for bonds and interest as follows

- A District Three 2000 Bonds and Interest as authorized by Section 19-9-9 of the *Mississippi Code of 1972*, as amended 1 11

Section 13 There is hereby levied upon each dollar of assessed valuation of taxable property in Supervisor's District Four, Clay County, Mississippi, for bonds and interest as follows

- A District Four Road Bonds 2008 as authorized by Section 19-9-9 of the *Mississippi Code of 1972*, as amended 2 59

Section 14 It is further ordered by this Board of Supervisors that all ad valorem taxes hereby levied and imposed are fixed within the limits as stated in Section 27-39-301 to Section 27-39-305, inclusive, 39-3-5, 65-15-7, 43-31-15, 19-9-97, 49-19-115, 37-29-141, 37-29-143, 51-13-107 and 51-13-109, 27-39-309 to 27-39-321, both inclusive, 27-39-329(2)(a) and (2)(b), 37-57-1 and 37-57-105, *et seq*, of the *Mississippi Code of 1972*, and 39-3-5 of the *Mississippi Code of 1972*, the General County taxes being governed by Section 27-39-303, bridge taxes by Section 65-15-7 and 27-39-305 and school taxes by Section 37-57-1, 37-57-105, *et seq*, and 27-39-315, all being Sections of the *Mississippi Code of 1972*, and in the event of the total levy for bridges exceeding the limit fixed by said Section 27-39-305, the county-wide levy shall have precedence in the order as stated in Section 27-39-305, and in the event that the total levy for any school district shall exceed the limits fixed by law, the county-wide levy shall have precedence over any levy for a district as stated in Section 37-57-121 of the *Mississippi Code of 1972*

Section 15 It is further ordered that the above rates and levies in mills or decimal fraction thereof shall be applied to each dollar of assessed value as shown upon the 2011 assessments rolls of Clay County, Mississippi, and in the respective districts upon which said rates or levies are respectively fixed, except as to such values as may be exempt by law, the intention and purpose of this Board of Supervisors of Clay County, Mississippi, being to fully and in detail comply with all requirements of law relating thereto, and especially Sections 27-39-303 and 27-39-317 of the *Mississippi Code of 1972*


Section 16 It is further ordered that all monies received and collected by the Tax Collector and paid by her to the proper fund, according to the provisions of this Order, shall be credited to the designated funds by the County Auditor, in accordance with the budget as heretofore adopted by this Board and shall be expended in the manner and for the purpose set forth in said budget and for no other purpose

Section 17 It is further ordered that the Clerk of this Board be and he is expressly directed to comply with the requirements of law prescribed by Section 27-39-319 of the Mississippi Code of 1972, relating to the certification and publication of the ad valorem rates of levies herein made and fixed

THE FOREGOING ORDER having been introduced in writing at this September, 2011 meeting of the Board of Supervisors of Clay County, Mississippi, on this the 15th day of September, 2011, was at said meeting and day read, considered, passed and adopted, paragraph by paragraph, section by section, and then as a whole, without charge in the form in which it was introduced and passed by the following vote


Supervisor R B Davis voted	<u>Yea</u>
Supervisor Floyd McKee voted	<u>Yea</u>
Supervisor Luke Lummus voted	<u>Yea</u>
Supervisor Lynn Horton voted	<u>Yea</u>
Supervisor Shelton Deanes voted	<u>Yea</u>

SO ORDERED, this the 15th day of September, 2011



PRESIDENT

ATTEST


Harmon A. Robinson, Clerk of
the Board of Supervisors of
Clay County, Mississippi

The State of Mississippi CLAY COUNTY

AFFIDAVIT OF PUBLICATION

Before me in and for said county this day personally came the undersigned representative of the Daily Times Leader a newspaper published in the City of West Point of said county and state who being duly sworn deposes and says that the publication of a certain notice a true copy of which is hereto affixed has been made for _____ weeks consecutively, to wit

Dated 9-22, 2011

Dated _____, 20____

Dated _____, 20____

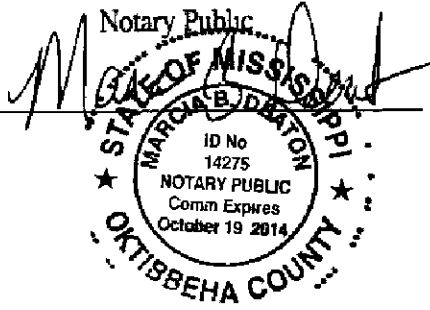
Dated _____, 20____

Dated _____, 20____

Said representative further certifies that the several numbers of the newspaper containing the above mentioned notice have been produced and compared with the copy affixed and that the publication thereof has been correctly made

WITNESS MY HAND AND SEAL OF OFFICE this the 22nd day of September A.D., 2011

By _____



SEAL

DAILY TIMES

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AFFIDAVIT#

TAX LEVY FOR
CLAY COUNTY MISSISSIPPI
FISCAL YEAR 2011-2012

IN THE MATTER OF LEVYING
CLAY COUNTY AD VALOREM TAXES
FOR THE CURRENT YEAR
2011-2012, INCLUDING ROAD
DISTRICTS, SCHOOL
DISTRICTS, AND ANY OTHER
TAXING DISTRICTS IN CLAY
COUNTY, MISSISSIPPI

That a case on its hearing and adjournment, by the Board of Supervisors of Clay County, Mississippi, the matter of levying the ad valorem taxes for the fiscal year 2011-2012, beginning October 1, 2011, of assessments on property as of January 1, 2011, for the County, for the road districts for the school districts, and for all other taxing districts, as stated, is accordance with the provisions of Section 27-36-317 of the Mississippi Code of 1972, and other laws relating to said matters, and the Board, having fully and carefully considered the needs and requirements of the various funds of the County and of said districts and the needs or needs which are required to produce the revenue necessary to meet the budget as modified and hereinafter approved by the Board, as required by law, and it having been ascertained that the maintenance levy for the Clay County School District is supported by certified copy of an order of the Board of Education of Clay County, Mississippi, and the county-wide general maintenance levy is supported by certificate of the Mississippi State Board of Education as required by law and it appearing that the tax rates of levies for the County and the several County purposes, the road levies for the County and the several County purposes, the road districts, the school districts and other taxing districts, are necessary in order to raise the funds required to meet the expenses of the County and of said taxing districts for said fiscal year.

IT IS THEREFORE ORDERED AND ADJUDGED by the Board of Supervisors of Clay County, Mississippi, that the following ad valorem tax rates and levies be and the same are hereby imposed and listed for the fiscal year 2011-2012, upon the assessed value of all taxable property in Clay County State of Mississippi, and in the respective road districts, school districts and other taxing districts in said Clay County, as the property is now assessed and listed, or as may hereafter be assessed and listed, upon the assessment rolls of said County, as of January 1, 2011, except property subject to State taxes only, and except the exempted assessed value of homes to the extent exempted by the Homestead exemption laws of the State of Mississippi, as provided by law, the said rates, expressed in mills or decimal fraction of a mill, being levied and imposed upon the dollar of assessed valuation according upon the assessment rolls of said County as aforesaid, or the following kinds or purposes, and when the money is collected, it shall be credited to the respective funds as provided by law.

Section 11. There is hereby levied upon each dollar of assessed valuation in the County for countywide purposes as follows:

Mississippi Code of 1972, as follows:
A. For maintenance of East Mississippi Community College, \$1.50
B. For maintenance of Vocational Training School, \$0.30
C. Capital outlay for Vocational Training School, \$0.75
Section 12. There is hereby levied upon each dollar of assessed valuation of taxable property in Clay County, Mississippi, for support of the Mississippi State Library System in accordance with Section 39-3-5 of the Mississippi Code of 1972.
Section 13. There is hereby levied upon each dollar of assessed valuation of taxable property in Clay County, Mississippi, for bonds and interest as follows:
A. Fiscal year 2008 notes as authorized by Section 27-36-305 of the Mississippi Code of 1972. \$3
B. DHS Building Bonds 1998 as authorized by Section 29-9-1 of the Mississippi Code of 1972. \$3
Section 14. There is hereby levied upon each dollar of assessed valuation of taxable property within Clay County, Mississippi, and outside the corporate limits of West Point, Mississippi, for the purpose of fire protection as authorized by Sections 29-1-39 and 19-9-1 of the Mississippi Code of 1972.
Section 15. There is hereby levied upon each dollar of assessed valuation of taxable property in Supervisor's District One, Clay County, Mississippi, for bonds and interest as follows:
A. District One Road Bonds 1997, as authorized by Section 19-9-9 of the Mississippi Code of 1972. \$2
Section 16. There is hereby levied upon each dollar of assessed valuation of taxable property in Supervisor's District Two, Clay County, Mississippi, for bonds and interest as follows:
A. District Two Road Bonds and Interest 2001 as authorized by Section 19-9-9 of the Mississippi Code of 1972. \$2.29
Section 17. There is hereby levied upon each dollar of assessed valuation of taxable property in Supervisor's District Three, Clay County, Mississippi, for bonds and interest as follows:
A. District Three 2000 Bonds and Interest as authorized by Section 19-9-9 of the Mississippi Code of 1972. \$2.59
Section 18. There is hereby levied upon each dollar of assessed valuation of taxable property in Supervisor's District Four, Clay County, Mississippi, for bonds and interest as follows:
A. District Four Road Bonds 2000 as authorized by Section 19-9-9 of the Mississippi Code of 1972. \$2.59
Section 19. It is further ordered by the Board of Supervisors that all ad valorem taxes hereby levied and imposed are filed within the limits as stated in Section 27-36-301 to Section 27-36-305, including 39-3-5, 65-15-7, 49-91-15, 19-9-97, 49-19-115, 37-49-141, 37-55-143, 31-19-107 and 57-13-189, 27-36-309 to 27-36-321, both (Incl. 27-36-320(a) and (b)), 37-57-1 and 37-57-105, et. seq., of the Mississippi Code of 1972, and 38-3-5 of the Mississippi Code of 1972; the General County taxes being governed by Section 27-36-305, bridge taxes by Section 65-15-7 and 27-36-305, and school taxes by Section 37-57-1 and 37-57-105, et. seq., and 27-36-315, all being Sections of the Mississippi Code of 1972, and in the event of the total levy for bridges exceeding the limit fixed by said Section 27-36-305, the countywide levy shall have precedence in the order as stated

NO _____

IN THE MATER OF THE BURIAL OF A PAUPER, JOHN WHITTEN, AS AUTHORIZED
BY SECTION 43-31-29 OF THE MISSISSIPPI COPE 1972

There came on this day for consideration the burial of a pauper, John Whitten, as authorized by Section 43-31-29 of the Mississippi Code 1972

It appears to this Board that the burial of paupers to be found in Clay County Mississippi shall meet the following standards and eligibility criteria, to wit

- 1 Pauper shall own no real property
- 2 Pauper shall have no income other than Social Security or SSI and unable to support themselves by labor
- 3 Pauper shall have no life or burial insurance
- 4 Pauper shall have no savings
- 5 Pauper shall be unemployed
- 6 Pauper shall be abandoned by family

It appears that John Whitten died September 10th, 2011 meeting all of the above criteria and that he had no family member to bury him other than a sister who is unemployed and unable to afford the cost of burial, and

It appears that the City of West Point Mississippi has donated a grave space in the paupers section of Greenwood Cemetery and the least expensive casket will be supplied by Robinson Funeral Home at its cost of \$485 00 and District Two Supervisor will dig the grave for said pauper John Whitten

After motion by Mr Lummus and second by Mr McKee this Board doth vote unanimously to declare John Whitten as a pauper to be buried by the county and have the Chancery Clerk to oversee the burial of said pauper

So ordered this the 15th day of September, 2011



President

NO _____


IN THE MATTER OF AUTHORIZING PAYMENT TO NEEL-SCHAFFER FOR
ENGINEERING SERVICES WITH THE EECBG GRANT

There came on this day for consideration the matter of authorizing payment to Neel-Schaffer for Engineering Services with the EECBG Grant

It appears that Neel-Schaffer has submitted their second reuest for payment of engineering services for the EECBG Grant for energy efficiency The amount of \$1,181 20

After motion by Mr Lummus and second by Mr Horton this Board doth vote unanimously to authorize payment

So ordered this the 15th day of September, 2011


President

August 31, 2011

Project No NS 08491 000
Invoice No 997298

Clay County Board of Supervisors
R B Davis
P O Box 815
West Point MS 39773

Project NS 08491 000 EECBG Project

Professional Services from August 1, 2011 to August 31, 2011

Phase	001	EECBG Project	
Fee			
Total Fee		4 120 00	
Percent Complete	56 15	Total Earned	2 313 38
		Previous Fee Billing	1 132 18
		Current Fee Billing	1 181 20
		Total Fee	1,181 20
		Total this Phase	\$1,181 20
		Total this Invoice	\$1,181 20

Exhibit A

Amy Berry

From John Cunningham, P E [john.cunningham@neel-schaffer.com]
Sent Wednesday, September 14, 2011 2:45 PM
To 'Amy Berry'
Cc pbenson@gtpdd.com

Robbie,

We are still working through approvals with MDA. It doesn't look like we will be ready to recommend award by tomorrow. I'll be in touch.

Thanks

*John G. Cunningham, P.E.
Senior Project Manager
NEEL-SCHAFFER, INC.
P O Box 2100
Columbus, MS 39704-2100
Phone (662) 328-4460
Fax (662) 328-8552
Cell (662) 251-3026*

NO _____

IN THE MATTER OF RECEIVING PROPOSALS FOR AUDITING THE COUNTY'S 2011
AND 2012 FISCAL YEARS


There came on this day for consideration the matter of receiving proposals for auditing
the county's 2011 and 2012 fiscal years

It appears that three proposals were submitted and they were to, wit

- 1) J E Vance & Company
- 2) T E Lott & Company
- 3) Alexander, Thompson, Arnold, PLLC

After motion by Mr McKee and second by Mr Deanes this Board doth vote unanimously
to take the proposals under advisement to be studied

So ordered this the 15th day of September, 2011


President

CLAY COUNTY, MISSISSIPPI
PROPOSAL FOR AUDIT SERVICES
SEPTEMBER 9, 2011

**TECHNICAL PROPOSAL SUBMITTED
FOR ENGAGEMENT TO PROVIDE AUDIT SERVICES**

CONTENTS

	<u>Page</u>
Firm's Background, Experience and Profile	1
Qualifications of Staff Members	4
Audit Team's Composition	5
Work to be Performed	6
Why Choose T E Lott & Company	7
Cost Statements	7
Proposer s Contact	7



T E LOTT & COMPANY, PA
CERTIFIED PUBLIC ACCOUNTANTS

QUALITY INTEGRITY SERVICE PROFESSIONALISM SINCE 1926

Alabama Society of Certified Public Accountants

Mississippi Society of Certified Public Accountants

Registered with Public Company Accounting Oversight Board

American Institute of Certified Public Accountants

Member of Center for Public Company Audit Firms

Member of Employee Benefit Plan Audit Quality Center

Member of Governmental Audit Quality Center

Private Companies Practice Section

TECHNICAL PROPOSAL

Mr Robbie Robinson
Clay County Mississippi
P O Box 815
West Point, MS 39773

TE Lott, CPA (1926-1971)
T E Lott, Jr CPA
Charles M Hawkins CPA, CBA
John F Prince, CPA
Nellah F Taylor CPA
Jeffery H Read CPA
Thomas J Buckley CPA
Vivian L Yeatman CPA
Bobby G Shaw CPA, CBA
Debby H Gray CPA, CPC
Clayton H Richardson III CPA, CVA
J Michael Prince, CPA
Mark A. Vickers CPA, CVA
Stewart R. Greene, CPA
J H Kennedy Jr, CPA
Samuel A. Bray CPA
Frank F Gray CPA
Leslie W. Wood CPA
Lawrence E. Wilson CPA
Kristy A. Tunnell CPA, CTPP
Louisa L. Russell CPA
Cheryl G. Nelson, CPA
Julie M. Melvin CPA
Melvin S. Sasser CPA
John Ward CPA
William H. Turner CPA
Joanna B. Shaw CPA
Katherine W. Little, CPA

T E Lott & Company is pleased to submit this proposal to furnish audit services for Clay County, Mississippi for the fiscal years ending September 30 2011 and 2012

I Firm's History and Organization

Our firm was organized in 1926 by T E Lott, Sr , who was a pioneer in public accounting in the South Even though our firm has continued uninterrupted service for 83 years, T E Lott & Company is a young and vigorous organization with a regional scope of serving clients in Mississippi, Alabama, Tennessee, Georgia, Louisiana, Kentucky, Texas, Arkansas and North Carolina Our client base is international and represents nearly all facets of the economic spectrum ranging from a manufacturing concern with 830 employees and \$100 million in sales to a one-man business Our clients also include companies that file reports with the Securities and Exchange Commission with assets of \$3.8 billion and revenues of \$126 million

Membership is held in the American Institute of Certified Public Accountants We are members of the Center for Public Company Audit Firms, Employee Benefit Plan Audit Quality Center, Governmental Audit Quality Center and Private Companies Practice Section of the AICPA Division of Firms We are also registered with the Public Company Accounting Oversight Board These memberships require quality above the standard and inform us of the new accounting pronouncements

COLUMBUS
221 North Seventh St.
P O Box 471
Columbus, MS 39703-0471
Tel 662.328.5387
Fax 662.329.4993

STARKVILLE
106 B South Washington St.
P O Box 80282
Starkville, MS 39759-0282
Tel 662.323.1234
Fax 662.323.1284

TUSCALOOSA
6834 Hwy 69 South
Tuscaloosa AL 35405
Tel 205.759.4195
Fax 205.759.1018

www.telott.com
info@telott.com

1 *Firm's History and Organization* (Continued)

Our firm opened its branch office in Starkville in December, 1985, and its Tuscaloosa office in January, 1990. The firm is incorporated in Mississippi as a Professional Association with 10 stockholders who represent the firm's senior management group. The firm has 24 Certified Public Accountants, 12 additional accountants with accounting degrees, and 7 paraprofessionals on the staff with a full range of accounting, auditing, taxation, and management services. Our firm has a total of 58 employees. The classification of the professional staff is as follows:

	<u>Columbus</u>	<u>Starkville</u>	<u>Tuscaloosa</u>
Stockholders	7	2	1
Managers and In-Charge			
Accountants	7	3	1
Senior Accountants	2	1	1
Staff Accountants	9	1	1

Our firm has performed, among others, the following governmental and non-profit audits:

Municipal

City of Columbus
 Columbus Light and Water Department
 Town of Alceville, Alabama - Water & Sewer
 Town of Alceville, Alabama
 Town of Artesia, Mississippi
 Town of Caledonia, Mississippi
 Town of Caledonia, Mississippi - Water and Sewer
 Town of Crawford, Mississippi
 Town of Vernon, Alabama - Special Report

Other Governmental

City of Northport, Alabama - Water Division
 Columbus Separate School District
 Lowndes County School District
 Amory Separate School District
 HUD Project Audits
 Columbus-Lowndes Public Library
 Oktibbeha County Library
 Columbus Housing Authority
 Lowndes County Development Authority
 Oktibbeha County Development Authority

1 Firm's History and Organization (Continued)

Other Governmental (Continued)

Region VII Mental Health/Mental Retardation Commission
 Fayette County Water Authority
 Golden Triangle Waste Services
 Lowndes County Port Authority
 Tombigbee Regional Library System
 Pickens County Water Association
 City of Aliceville
 City of Aliceville Water and Sewer
 Prairie Land Water Association
 Golden Triangle Water Association
 Four County Electric Power Association - TVA and REA Regulated
 Golden Triangle Regional Hospital
 Lowndes County Council on Aging
 Recovery House, Inc
 Columbus-Lowndes Association for Handicapped Citizens
 Safe Haven, Inc

Circular A-133

4-County Electric Power Association - TVA and REA Regulated
 Golden Triangle Regional Hospital
 Lowndes County Council on Aging
 Recovery House Inc
 Columbus-Lowndes Association for Handicapped Citizens
 Safe Haven Inc
 Amory Separate School System
 Lowndes County School District
 Town of Crawford, Mississippi

Since the creation of the Private Companies Practice Section and the SEC Practice Section by the AICPA, in 1979, T E Lott & Company has belonged to both of these prestigious and exacting Sections which require quality review examination of our audit procedures every three years. Since that date, we have had peer reviews every third year since 1980 and we have received unqualified opinions on all. A copy of our latest AICPA examination letter is attached. We also had no findings or comments on this review.

2 ***Resumes and Qualifications of Staff Members to be Assigned to Perform the Audit Services and Overall Supervision***

The staff members to be employed on this engagement are as follows

Thomas J Buckley, CPA of our Columbus Office

Mr Buckley will be responsible for the engagement's on-site audit management (in-charge accountant) He received a BS degree in Accountancy and MBA at Mississippi State University He has 32 years experience in the public accounting profession and has been a Certified Public Accountant for 29 years Tom has been responsible for the on-site engagements for the firm for 26 years He has 32 years prior audit experience in audits of Columbus Public Schools, Lowndes County School District, City of Columbus, Columbus Light & Water Department, Lowndes County Port Authority, Lowndes County Industrial Development Authority, Prairie Land Water Association, Oktibbeha County Economic Development Authority, 4-County Electric Power Association, Region VII Mental Health/Mental Retardation Commission and Pushmataha Area Council - Boy Scouts of America Other audits include Town of Artesia Mississippi, Town of Caledonia, Mississippi, Town of Vernon, Alabama - Special Report, Columbus Housing Authority, Lowndes County Council on Aging, and Safe Haven Inc His other experiences include audits of manufacturing entities, such as Hol-Mac Corporation, Anel Corporation, Haas Outdoors, Inc , Johnston-Tombigbee Furniture Manufacturing Company, and Steel Dust Recycling, LLC He has also attended the two Governmental Accounting and Financial Reporting courses conducted by Texas Tech University (which included various sections on the Single Audit Act of 1984) last 26 years MSCPA Governmental Accounting and Auditing Seminars, advance course for managers and partners, 1985, 1987, 1989 1990, 1992 1994 and 1996 REA-CPA Seminars and Mississippi State Auditor Conference on the new financial accounting procedures Tom served on the Mississippi CPA Governmental Accounting Committee for 9 years He attended the AICPA New Form 990 in August 2008 and has written several articles on it On May 12 and 13, 2009, he attended the CFC Independent Auditors' Conference

Matthew S Sasser, CPA of our Columbus Office

Matt Sasser is a Manager He received a BS degree from Auburn University He has 10 years experience in public accounting and is a Certified Public Accountant Matt's prior governmental and not-for-profit audit experience includes Lowndes County School District, Amory Separate School District, Warrior River Water Authority, Town of Mulga, Alabama, Town of Double Springs Alabama, Town of Double Springs - Water and Sewer Division, and The Episcopal Diocese of Alabama His other expertise includes audits of manufacturing, real estate, and medical entities, such as Hol-Mac Corporation, Anel Corporation, Haas Outdoors, Inc , and Steel Dust Recycling, LLC Matt's prior experience is with CPA firms in Atlanta Georgia, and Birmingham, Alabama, and he has also served as CFO of companies in Mississippi where he performed due diligence on multiple acquisitions He has obtained the necessary hours to qualify for yellow book audits

2 ***Resumes and Qualifications of Staff Members to be Assigned to Perform the Audit Services and Overall Supervision (Continued)***

J Mark Ward, CPA of our Columbus Office

Mark Ward is a Manager. He received his Bachelor of Accountancy from the University of Mississippi in May 2004 and Master of Accountancy in August 2005. He has 6 years experience in the public accounting profession and is a Certified Public Accountant. He has prior audit experience in audits of 4-County Electric Power Association, City of Aliceville, Aliceville Water and Sewer Board, Pickens County Water Authority, and Recovery House. He has 4 years prior audit experience in audits of Very Special Arts of Mississippi and Pushmataha Area Council - Boy Scouts of America, and 2 years experience on Oktibbeha County Economic Development Authority, Starkville Visitors and Convention Council, and the Town of Caledonia. His other experiences include audits of manufacturing entities such as Hol-Mac Corporation, Anel Corporation, Haas Outdoors Inc., Johnston-Tombigbee Furniture Manufacturing Company, and Steel Dust Recycling, LLC. He has attended the MSCPA Governmental Accounting and Auditing Seminars for the last 5 years.

A J Budgins of our Columbus Office

A J Budgins is a Staff Accountant I. He received his BS degree in accounting from Mississippi University for Women in December 2007. He has 3 years experience in public accounting profession. A J's prior governmental and not-for-profit audit experience includes 4-County Electric Power Association, City of Aliceville, Aliceville Water & Sewer Board, Pushmataha Area Council - Boy Scouts of America, Columbus-Lowndes Public Library System, Lowndes County School District, and Lake Forest Ranch. His other experiences include audits of manufacturing entities, such as Hol-Mac Corporation, Anel Corporation, Haas Outdoors, Inc., Johnston-Tombigbee Furniture Manufacturing Company, and Steel Dust Recycling, LLC. He has attended the MSCPA Governmental Accounting and Auditing seminars for the last 3 years.

3 ***Audit Team's Composition***

As you can see, we will commit some of our most experienced personnel to this engagement. The following is a description of the Audit Team's Composition:

Audit Administrator & In-Charge Accountant	Thomas J Buckley CPA
Manager	Matthew S Sasser, CPA
Manager	J Mark Ward, CPA
Staff Accountant	A J Budgins

4 *Understanding of the Work to be Performed*

The services shall consist of the audit of the general purpose financial statements of Clay County, Mississippi for the years ended September 30, 2011 and 2012

The services are to be performed in accordance with the following

- a Generally accepted auditing standards and the industry audit guide, *Audits of State and Local Governmental Units* established by the American Institute of Certified Public Accountants
- b Statements of financial accounting standards as prescribed by the Financial Accounting Standards Board and the Governmental Accounting Standards Board
- c *Government Auditing Standards* as required by the U S Government Accountability Office (The Yellow Book)
- d OMB Circular A-133, *Compliance Supplement* and other related OMB Circulars
- e The Single Audit Act Amendments of 1996
- f Mississippi Code Annotated (1972) for compliance with applicable state laws
- g A state legal compliance audit program given the Firm by the Office of the State Auditor
- h Attestation standards established by the American Institute of Certified Public Accountants as applicable to the examination of the Purchasing System and Inventory Control System

The nature, extent and the timing of audit procedures to be applied in an engagement is a matter of the auditor's judgment. Certain procedures are sometimes required of various agencies while other procedures will be carefully reflected after reviewing the various internal controls over financial reporting of the County. We will use statistical sampling whenever possible to assist in the detailed testing of transactions as well as the legal compliance testing. In designing the audit for this engagement, we will refer to the following literature for guidance and assistance

- a AICPA Industry Audit Guide *Audits of State and Local Government Units*
- b *Governmental Accounting, Auditing and Financial Reporting* (GAAFR), issued by the Municipal Finance Officers Association in 1988 (Blue Book)
- c *Guideline to Audits of Local Governments*, issued by Practitioners Publishing Company

It should be noted that when our examination indicates that fraud, abuse or illegal acts have occurred such items will be covered in a separate written report and submitted to the County and the State Department of Audit

5 **Why Choose T E Lott & Company?**

As indicated in sections 1 and 2, we have great experience with many organizations that will help us serve your County as an auditor We have 5 companies that we perform 404 Sarbanes Oxley Act compliance work on internal controls over financial reporting We are a top quality auditing firm as indicated by not having any comments on our AICPA peer review Our firm is a member of the Governmental Audit Quality Center, which requires meeting specific requirements relating to audit quality and emerging issues of governmental entities The American Recovery and Reinvestment Act (ARRA) of 2009 will increase compliance requirements emphasizing the need for auditors with the experience and knowledge necessary to provide top tier service As part of our fee, we will provide any assistance needed with ARRA and the implementation of GASB 54, which will be effective for fiscal year ending September 30, 2011

6 **Cost Statements**

The following total cost statements are submitted

	For Fiscal Year Ended <u>9-30-11</u>	For Fiscal Year Ended <u>9-30-12</u>
Estimated hours to complete	350	350
Total audit fee	\$ 26,000	\$ 26 000

Additional services will be billed at 80% of standard rates

7 **Proposer's Contact**

Matt S Sasser, CPA, will serve as the proposer's contact with the County The address is

Matt S Sasser, CPA
T E Lott & Company
P O Box 471
Columbus Mississippi 39703-0471
Telephone Number (662) 328-5387

We would appreciate the opportunity to provide any additional or clarifying information you may desire

Sincerely,

T E LOTT & COMPANY

Matthew S Sasser, CPA

gh

System Review Report

November 17, 2010

To the Partners of
T. E. Lott & Company, PA
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of T. E. Lott & Company, PA (the firm) applicable to non-SEC issuers in effect for the year ended June 30, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of T. E. Lott & Company, PA applicable to non-SEC issuers in effect for the year ended June 30, 2010, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. T. E. Lott & Company, PA has received a peer review rating of *pass*.

Wilson Price Barranco Blankenship & Billingsley PC

Amy Berry

From Mike Hewitt [mhewitt@atacpa.net]
Sent Tuesday, September 13, 2011, 4:40 PM
To Amy Berry
Subject Audit Proposal
Attachments Clay County Mississippi Proposal.pdf

Importance High

Amy

11 SEP 13 PM 4 43
CLAY COUNTY
WEST POINT, MISSISSIPPI

Hewitt

Please find attached our audit proposal. We will be sending a printed copy to you by overnight delivery.

One of the things we pride ourselves on is prompt delivery of service. The way we audit is to make sure that the client is ready and then get in with a team of auditors, get the fieldwork done in a relatively short period of time and get out. We have found that works better for us as well as our clients and normally results in a fairly timely delivery of the audit report after we complete the fieldwork.

Let me know if you would like me or John Whybrew, our other partner on the engagement, to come down and meet with you prior to your decision.

Thanks
Mike Hewitt

Michael M. Hewitt, CPA
Member
Alexander Thompson Arnold PLLC
An Independent Member of the BDO Seidman Alliance
27 Oil Well Road
Jackson, Tennessee 38301
Phone 731 427 8571
Fax 731 424 5701
E-Mail mhewitt@atacpa.net
Visit us on the Web www.atacpa.net

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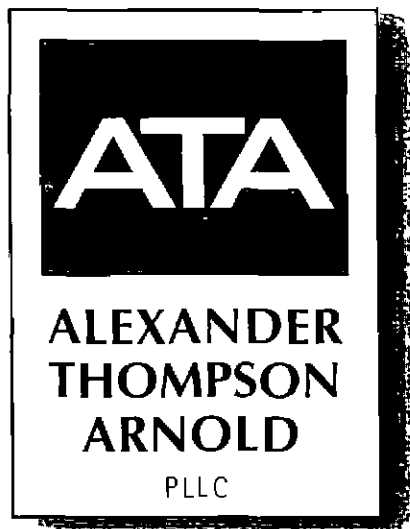
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Proposal to Provide Professional
Services for



Clay County, Mississippi

September 13, 2011

Your Success is Our Mission

Certified Public Accountants

A Proposal to Provide Professional Services to Clay County, Mississippi

Audit Proposal

**For Professional Auditing Services
For Clay County, Mississippi**

September 13, 2011

Proposal Submitted by

**Alexander Thompson Arnold PLLC
227 Oil Well Road
Jackson, TN 38305
(731) 427-8571
John D Whybrew, CPA, CFE
jwhybrew@atacpa.net**

Table of Contents

Introduction Letter	2
Cover Page	3
Proposal Letter	4
Firm Qualifications and Experience	6
Audit Leadership Team Qualifications	10
Plan to Meet Audit Requirements	15
Audit Approach	16
Single Audit Approach	24
Capability to Audit Computerized Systems	27
Type and Extent of Analytical Procedures	28
Approach to Determining Laws and Regulations	30
Reporting Requirements	31
Prior Audit Experience	32
Serving Governmental Clients in the Future	33
Compensation	34
Exhibit A – Peer Review Letter	35
Exhibit B – Other Information Adding Value to the Proposal	38

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431

A Proposal to Provide Professional Services to the Clay County, Mississippi

September 13 2011

Harmon A Robinson Chancery Clerk
Clay County Mississippi
205 Court St
West Point MS 39773

Dear Mr Robinson

Thank you for the opportunity to provide a proposal to provide professional auditing services to Clay County Mississippi We believe that our firm's audit approach would best fit your needs Our firm Alexander Thompson Arnold PLLC (ATA) believes that we are able to provide the most efficient and effective audit services in the governmental industry Through our approach we pledge to provide a highly experienced team robust industry knowledge and stellar customer service

Highly Experienced Team

The engagement's leadership team has over 50 years of experience in governmental auditing The technical review partner is involved in setting national audit quality standards as a member of the AICPA's Government Audit Quality Center Executive Committee This team is also involved with governmental organizations in Alabama Arkansas Kentucky Mississippi and Tennessee As policy-making leaders your audit team understands the issues and challenges you face and can make well-informed pertinent recommendations for the Clay County Mississippi

Robust Industry Knowledge

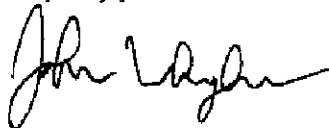
ATA has been highly involved in governmental auditing since the firm was founded in 1946 As a matter of fact the firm is the largest governmental auditor in Tennessee and also works in Alabama Arkansas Kentucky and Mississippi The firm currently serves as principal auditor on over 200 governmental entities including school systems cities utility districts counties and a number of types of non-profit entities With this level of industry involvement our team members have the industry knowledge to provide efficient and effective audits in the least intrusive manner while offering timely pertinent recommendations for improvement

Stellar Customer Service

We understand the importance of on-time high quality audit services We also understand the importance of addressing your unique needs Our team is dedicated to providing the highest level of customer service Our pledge goes beyond providing your audit and other services within the specified period of time It means that we are here to answer your questions and help you make improvements based on your needs and values throughout the audit process and for years to come

Perhaps the most important point we'd like to make We want to be Clay County Mississippi's independent auditor We are confident that we have assembled the right team to meet your needs This team will see that your audit needs are met with stellar service and that our synergy will more than exceed your expectations

Very truly yours



John Whybrew CPA CFE

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A Proposal to Provide Professional Services to the Clay County, Mississippi

Cover Sheet

Submitted to

Harmon A. Robinson Chancery Clerk
Clay County Mississippi
205 Court Street
West Point MS 39773

Submitted by

Alexander Thompson Arnold PLLC
227 Oil Well Road
Jackson TN 38305
(731) 427-8571
John Whybrew CPA, CFE
Member/Partner
jwhybrew@atacpa.net

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A Proposal to Provide Professional Services to Clay County, Mississippi

Proposal Letter

September 13 2011

Harmon A Robinson Chancery Clerk
Clay County Mississippi
205 Court St
West Point MS 39773

Dear Mr Robinson

We are submitting our qualifications to provide auditing services to Clay County Mississippi in response to your request for the same for the fiscal years ending September 30 2011 and September 30 2012

We propose to perform a financial and compliance audit of Clay County Mississippi conducted in accordance with generally accepted auditing standards as prescribed by the American Institute of Certified Public Accountants, generally accepted government auditing standards prescribed by the comptroller General of the United States and other requirements which may be prescribed by the Mississippi Office of the State Auditor In addition the audit will be conducted in accordance with U S Office of Management and Budget (OMB) Circular A-133 and other applicable Federal Management Circulars

We commit to the following requirements

- 1 Alexander Thompson Arnold (ATA) is licensed to practice in the State of Mississippi and all CPAs who perform work on this engagement will be licensed to practice in the State of Mississippi
- 2 ATA is independent from the Clay County Mississippi as required by generally accepted auditing standards and the General Accounting Office's *Governmental Auditing Standards*
- 3 The audit will be performed in accordance with generally accepted auditing standards governmental auditing standards and OMB Circular A-133
- 4 A management letter addressing issues that would enhance the accounting system and internal accounting control shall be furnished to all interested parties
- 5 The engagement letter will be presented to the County at least one month prior to commencement of fieldwork
- 6 Incidental meetings or conferences with County staff will be included in the scope of the audit and the base fee The Chancery Clerk must approve special services outside the normal scope of the audit

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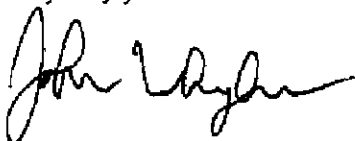
A Proposal to Provide Professional Services to Clay County, Mississippi

Proposal Letter (Continued)

- 7 Should any changes occur in financial disclosure requirements accounting practices or reporting requirements or other professional standards that would affect the County, the auditor shall review the impact of these changes with the Chancery Clerk
- 8 We will retain the work papers and make them available to County personnel for a minimum of four years after completion of fieldwork
- 9 The audit report will be provided to the County in an electronic format ready for reproduction ATA will print and bind the audit report
- 10 The partner and manager on the engagement will present the audit report and management letter to the Chancery Clerk and the Board and answer questions
- 11 The records of Clay County Mississippi will not be removed from the County's offices except with expressed written permission of management All fieldwork will be performed on the County's premises
- 12 Should the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances the auditor shall inform the Chancery Clerk and the Board in writing of the need for additional investigation and the additional compensation required
- 13 All adjusting entries will be submitted to the County in writing with sufficient explanation so that they can be easily understood and properly posted to the financial records Reversing entries will be presented with sufficient explanation
- 14 We do not anticipate any potential audit problems however should any problems arise, we will discuss the issues with management and work to resolve them as quickly as possible
- 15 Within the past four years our firm has not received any notice of disciplinary action with state regulatory bodies or professional organizations nor do we have any such actions pending

We welcome any questions you may have regarding this proposal and look forward to working with Clay County Mississippi in the near future If you find that any part of this proposal does not meet your expectations we would be glad to negotiate those items with a representative of the County We are proud of our experience in providing audit services to governmental entities in Alabama Arkansas Kentucky Mississippi and Tennessee and are certain that this experience will benefit Clay County Mississippi

Very truly yours



John Whybrew CPA CFE
Alexander Thompson Arnold PLLC

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A Proposal to Provide Professional Services to Clay County, Mississippi

Firm Qualifications and Experience

Background

Alexander Thompson Arnold PLLC (ATA) is a regional accounting firm with offices located throughout West Tennessee and Western Kentucky. With its 16 partners and approximately 130 other staff members, ATA is a progressive firm employing the latest technologies while keeping current on changes in laws and financial trends through ongoing continuing education. In 2011, *American City Business Journals* ranked the firm as the seventh largest accounting firm in Tennessee. The firm has been named in the top 25 Best Employers in Tennessee for 2009 and 2010.

The firm is a member in good standing of the American Institute of Certified Public Accountants, the Tennessee Society of Certified Public Accountants, the Kentucky Society of Certified Public Accountants, and the BDO Seidman Alliance, as well as the Governmental Audit Quality Center, the Center for Audit Quality, and the Employee Benefit Plan Audit Quality Center of the AICPA.

ATA was among the first group of accounting firms to be approved for registration with the Public Company Accounting Oversight Board. Our firm is represented by our partners at various levels of the AICPA, including the Technical Issues Committee, Governmental Audit Quality Center Executive Committee, the AICPA Peer Review Board, and the Oversight Task Force.

The firm offers a complete range of accounting, auditing, tax, and consulting services to its diverse portfolio of clients. Our primary mission in serving our clients is to help every client achieve the highest level of success.

Experience

Since its inception, ATA has provided accounting, auditing, and consulting services to governmental entities, utility systems, and not-for-profit organizations of various sizes. ATA is currently the largest governmental auditor in the State of Tennessee and provides services to over 200 governmental utility systems and nonprofit organizations. This experience means better service and a more effective and efficient audit for Clay County.

Our governmental accounting and auditing experience has allowed us to develop personal relationships with contacts at the Governmental Accounting Standards Board (GASB). The firm's membership in the Governmental Audit Quality Center of the AICPA demonstrates our commitment to audit quality and promoting awareness of the importance of quality governmental audits. One of our partners was recently named to the AICPA Governmental Audit Quality Center Executive Committee for 2010-2013. In addition, our firm has been represented by one of our partners serving as Chairperson of the TSCPA Governmental Accounting and Auditing Committee.

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A Proposal to Provide Professional Services to Clay County, Mississippi

Firms' Qualifications and Experience (Continued)

Governmental Services

ATA provides a variety of services to governmental entities including

- Audit services including Yellow Book & A-133
- Fraud and Forensic Accounting
- SAS 70 & IT Audits
- Monthly & Quarterly Accounting Services
- Assistance with Preparation of Management Discussion & Analysis
- Financial Consultation Services
- Internal Control Procedure Development
- Employee Benefit Plan Audits
- Information Technology Audits & Consulting
- Risk Assessment Studies
- Regulatory Filings
- Fraud Investigations
- Telecom System Audits
- School System Activity Fund Audits
- Penetration Testing
- Inspector General Readiness reviews

Industry Involvement

ATA believes it is important to be involved in the industry to stay abreast of trends and issues. That is why the firm is an associate member of a variety of utility and municipal associations including

- Tennessee Government Finance Officers Association (TFGOA),
- Tennessee Municipal League (TML)
- Kentucky League of Cities (KLC)
- Tennessee Valley Public Power Association (TVPPA)
- Kentucky Municipal Utilities Association (KMUA) and
- Utility Technology Association (UTA)

Selective Client Listing

This is a selective listing of ATA's Governmental, Utility System, and Not-for-Profit clients

Governmental, Utility System, and Not-for-Profit Clients	
City of Jackson Tennessee	Columbia Power & Water Systems*
Jackson Energy Authority	United Way of West Tennessee
Jackson-Madison County School System	Southwest Tennessee Human Resource Agency
McCracken County Kentucky	Northwest Tennessee Development District
Southwest Tennessee Electric Member Corp	Southwest Tennessee Development District
City of Paris Tennessee*	Town of Arlington Tennessee
Tennergy Corporation	City of Murray Kentucky
City of Ripley Tennessee	City of Union City Tennessee
City of Milan, Tennessee	City of Humboldt, Tennessee*
West Tennessee Healthcare Foundation	City of Brownsville, Tennessee

participate currently or have participated in the GFOA's Certificate of Achievement program

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A Proposal to Provide Professional Services to Clay County, Mississippi

Firms' Qualifications and Experience (Continued)

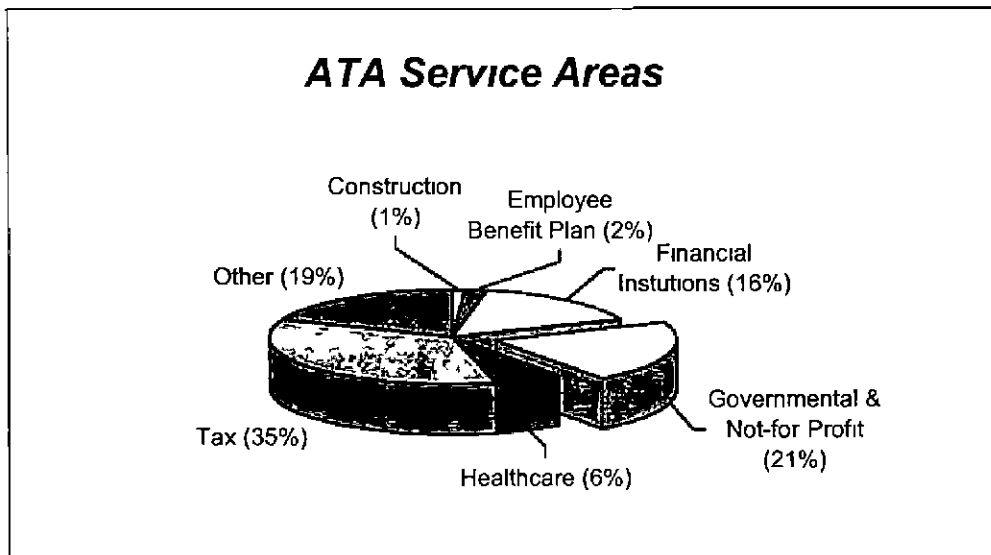
Jackson, Tenn. Office to Serve Clay County, Mississippi

ATA is committed to service excellence. Our Jackson office was honored by the Jackson Area Chamber of Commerce with the Pinnacle Award for service excellence during 2006. In addition, ATA Technologies LLC was the recipient of the Jackson Area Chamber of Commerce Emerging Business Award.

The Jackson office of ATA is currently made up of the following numbers of professional staff:

Partners	4
Principals	1
Senior Manager	1
Managers	4
IT Staff	5
Senior/Staff Accountants	18
Support Staff	4
Total Professional Staff	<u>37</u>

The staff of the Jackson office performs auditing, accounting, tax, and consulting services for individuals, governmental entities, not-for-profit organizations, and businesses in the health care, construction, retail, and other industries.



Peer Review

A copy of ATA's latest peer review is attached in Exhibit A.

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A Proposal to Provide Professional Services to Clay County, Mississippi

Firms' Qualifications and Experience (Continued)

References

This brief listing of references represents a sample of clients that are familiar with our services. Please feel free to contact them regarding our standards for service.

Name of Client	Contact	Phone Number
City of Jackson Tennessee	Al Laffoon City Recorder	(731) 425-8248
Jackson Energy Authority	Nancy Nanney Senior VP/CFO	(731) 422-7360
City of Humboldt, Tennessee*	Allen Barker Mayor Kim Hadley, City Recorder	(731) 784-2511
Southwest Tennessee HRA	Mike Smith Executive Director	(800) 372-6013
Southwest Tennessee Development District	Joe W. Barker Executive Director	(731) 668-6402
City of Milan, Tennessee	Chris Crider Mayor Julianne Hart Recorder	(731) 686-3301
Central Service Association	Scott Blassingame CPA CFO/Treasurer	(662) 842-5962
City of Paris Tennessee*	Carl Holder City Manager	(731) 641-1455
Town of Arlington	Russell Wiseman Mayor Cathy Durant Town Recorder	(901) 867-2620

participate currently or have participated in the GFOA's Certificate of Achievement program

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A Proposal to Provide Professional Services to Clay County, Mississippi

Audit Leadership Team Qualifications

Choosing the right professionals to serve you is a critical element of success. In selecting your audit leadership team, we carefully reviewed our understanding of the nature, complexity, and scope of Clay County, Mississippi operations and identified the professionals whose credentials are ideal for the audit. The following is the audit team which we feel will best meet your needs.

John Whybrew, CPA, CFE	Managing Partner
Michael M. Hewitt, CPA	Technical Review Partner
Beth Knox, CPA	Senior Manager
Matt Wood	Senior Accountant

All of the team members devote a substantial amount of their work time to governmental entities, utility systems, and not-for-profit organizations. In addition, our professionals keep abreast of current issues and regulations affecting governmental entities and not-for-profits via continuing education. Individual staff will be assigned once the engagement has been awarded. Resumes will be provided, if needed, for those staff, and all staff will be assigned to the engagement on a full-time basis.

Detailed resumes for each team member are presented in the following pages of this proposal.

Your Success is Our Mission



A Proposal to Provide Professional Services to Clay County, Mississippi



John Whybrew, CPA, CFE

Managing Member/Partner

Experience

John's experience as a Certified Fraud Examiner is a key benefit for his governmental and construction clients. His in-depth experience helps him identify areas of weakness and make timely recommendations for improvement to stop fraud before it starts.

John's involvement in industry-specific organizations also helps him stay informed about crucial issues, which gives him an advantage in providing the most timely, accurate guidance to his clients.

Professional Affiliations

Tennessee Society of Certified Public Accountants

Construction Conference Committee

Nominating Committee

Silver Associate of the Educational & Memorial Foundation

Past President, Vice-President, Secretary & Treasurer – West Tennessee Chapter

American Institute of Certified Public Accountants

Association of Certified Fraud Examiners

Tennessee Government Finance Officers Assoc. Associate Member

Kentucky League of Cities Cornerstone Partner

Education

Master of Accountancy

University of Tennessee, Martin, Tennessee

Bachelor of Business Administration

Major: Accounting

Lambuth University, Jackson, Tennessee

Areas of Specialization

Governmental Audit

Construction Audit

Tax

Your Success is Our Mission



A Proposal to Provide Professional Services to **Clay County, Mississippi**



Michael M Hewitt, CPA

Technical Review Member/Partner

Experience

Mike has more than 30 years of experience and understands how critical accountability standards are for governments and not-for-profit organizations. That's why he's active professionally on the state and national levels. He was appointed to the AICPA's Government Audit Quality Center's Executive Committee, which means he's helping shape policy and procedures for governments and nonprofits in the national arena. He also serves on the Tennessee Society of CPAs Governmental Committee, which he led for 4 years.

Professional Affiliations

Tennessee Society of Certified Public Accountants
Governmental Committee 1992 - present (Chairman 4 yrs)
Life Associate of the Educational and Memorial Foundation
Scholarship Committee 1981 - 1983
Past President Vice-President Secretary and Treasurer -
West Tennessee Chapter
American Institute of Certified Public Accountants
Government Audit Quality Center Executive Committee 2010-13
PCPS Technical Issues Committee 2004 - 2008
Association of Certified Fraud Examiners
Government Finance Officers Association
Tennessee Government Finance Officers Assoc. Associate Member
Tennessee Municipal League Associate Member
Kentucky League of Cities Cornerstone Partner

Education

Bachelor of Science in Business Administration
Major: Accounting
University of Tennessee Martin Tennessee
Magna Cum Laude

Areas of Specialization

Governmental
Not-for-Profit
Assurance
Tax

Your Success is Our Mission



A Proposal to Provide Professional Services to **Clay County, Mississippi**



Beth Knox, CPA

Senior Manager

Experience

Beth has been a driving force with our governmental audit department. She has an in-depth understanding of governments with fifteen years of governmental audit experience. Beth is dedicated to the highest level of customer service and quality standards.

Professional Affiliations

Tennessee Society of Certified Public Accountants
American Institute of Certified Public Accountants

Education

Bachelor of Science in Business Administration
Major: Accounting
Union University, Jackson, Tennessee

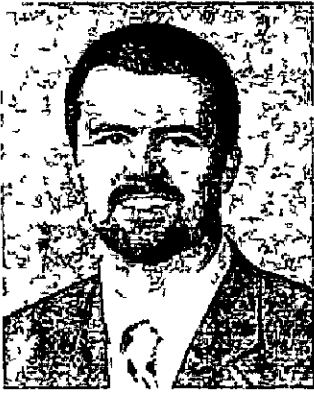
Areas of Specialization

Governmental Audit
Tax

Your Success is Our Mission



A Proposal to Provide Professional Services to **Clay County, Mississippi**



Matt Wood

Senior Accountant

Experience

Matt is a leader in our governmental audit practice and works with municipalities, utility systems and school systems. He is constantly looking for efficient and effective processes to better service our clients. He is also currently sitting for his Certified Public Accounting Exam.

Professional Affiliations

Currently Sitting for the Uniform Certified Public Accountant Examination
Completes at least 40 hours of CPE annually on Governmental Issues

Education

Bachelor of Science in Business Administration
Major: Professional Public Accounting
Union University, Jackson, Tennessee

Areas of Specialization

Governmental Audit
Tax

Your Success is Our Mission



A Proposal to Provide Professional Services to Clay County, Mississippi

Audit Timing

We have developed the following timeline for the County after discussions with County personnel

Proposed Timing

Late November – Early December – 2-4 days – 3 people

- Conduct entrance conferences with management to discuss audit issues planning and final timetable
- Document internal control structure and processes
- Develop audit programs
- Work with County on confirmation requests, attorney letters, and other key correspondence
- Conduct internal control testing as well as additional testing in the areas of cash receipts, cash disbursements payroll, and other related processes

Late February/ Beginning of March – 2 weeks – 4 people

- Obtain trial balance to begin audit testing
- Perform substantive and analytical procedures on balance sheet accounts and significant revenues expenses transactions etc
- Review confirmations and work through discrepancies
- Perform single audit procedures if needed
- Finalize management letter and discuss any issues noted during the audit with County personnel
- Hold exit conference

This timing is based on the County being ready for the audit to be performed. The timing can be adjusted at the County's discretion. We will plan to issue the audit report within 45 days of the close of fieldwork. We will also be available to present the financial statements to the full County board at the next scheduled meeting following the release of the audit report.

Affirmation of Deadlines

We commit to meet the interim and final deadlines for work as described in this section.

We expect that the County will properly close their books and provide us information, schedules, and comments on the dates agreed-upon during planning so that we can deliver the draft and final financial statements, letters and reports on the agreed upon dates. We will maintain ongoing communication with the County so that we can identify and plan for possible delays.

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A Proposal to Provide Professional Services to Clay County, Mississippi

Audit Approach

We share our clients' objectives of credibility and transparency in financial reporting. Each of our professionals is committed to delivering reliable, independent audit reports. Fulfilling this commitment requires vigilance to help ensure that our audit complies with changing regulations and the professional standards. Evidence of our commitment is clear. We have been early adopters of many of the rules developed to rebuild confidence in financial reporting. Our audit approach facilitates and enhances audit quality. It meets our goal of delivering quality, independent, rigorous audits.

This audit methodology and approach serves as a guidepost and complements our professionals' diligence, objectivity, and deep industry knowledge. We also provide training and a variety of proprietary audit technologies—including our Computer-assisted Audit Techniques and Accounting Research Online—to improve our capabilities further in delivering the audits.

Our audit methodology is designed to meet applicable national standards. We have high norms for delivering quality, risk-based audits. We perform our audits in accordance with International and relevant national standards, such as those adopted by members of the AICPA and the Public Company Accounting Oversight Board (PCAOB), as appropriate. For the County, these standards also include *Government Auditing Standards*, the AICPA's *Statements of Auditing Standards*, and the standards required by the Arkansas Division of Legislative Audit.

ATA's audit methodology emphasizes the critical nature of substantive procedures and effective risk assessment and control-testing activities. Every aspect of our approach focuses on a rigorous examination of your financial statements: What risks can affect financial statement captions? What audit procedures address these risks? Where is the greatest risk for misstatement? How effective are internal controls at mitigating these risks?

Our audit methodology uses a multi-disciplinary approach employing industry-experienced and subject matter professionals with the knowledge, skills, and experience to efficiently and effectively perform the audit engagements. Our ability to deliver quality audits depends on our team's strong understanding of the business processes, accounting policies, internal controls, and financial reporting issues specific to your industry and organization. Our subject matter professionals typically include partners who have served in roles with organizations that set governmental auditing policy and also professionals with backgrounds in information risk management, forensic accounting, and valuation.

Within each entity, the engagement teams perform the audits in the following phases:

- Planning
- Control evaluation and interim testing
- Substantive testing
- Completion

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A Proposal to Provide Professional Services to Clay County, Mississippi

Audit Approach (Continued)

Phase 1 Planning

The planning phase is the foundation for the audit. The goal is to design an effective and efficient audit. In planning our audits, we believe it is imperative that we gain an understanding of our client's business and the environment in which it operates. We have designated "gaining an understanding of the client's business" as the foundation of the audit process for all clients.

To effectively perform the audit, we must tailor our audit procedures to each entity. To accomplish this, we strive to gain a thorough understanding of the individual segment operations, its mission, the constituencies its programs serve, and its business risks. Our understanding of each entity should result in audit efficiencies and quality service in the County's audit.

Our understanding of the County will be documented in separately prepared planning memorandums. Our understanding will be acquired through:

- Reviewing the operating and capital budget
- Discussing operations, initiatives, and goals with key management personnel
- Reviewing the mission and policy statements
- Reviewing program and administrative manuals

We will also strive to gain an understanding of each segment's internal control environment. We use standardized general control environment questionnaires that encompass entity-level controls for all significant audit areas to be used by the audit teams. Through this control documentation, we have identified the following key elements of the control environment:

- Commitment to control
- Planning process
- Communication process
- Personnel policies
- Monitoring and feedback process

Our evaluation of the control environment first considers the individual components noted above and then considers the control environment as a whole. We will develop our understanding of each of the elements through the following procedures:

- Meeting with County officials and other management personnel to discuss the control environment
- Reviewing the County's own assessment of internal control risks and weaknesses where available
- Reviewing applicable internal audit reports concerning internal control environments

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A Proposal to Provide Professional Services to Clay County, Mississippi

Audit Approach (Continued)

The control environment work set helps us consider all elements of the control environment and apply uniform criteria to all segments when documenting and concluding on the control environment

Other planning activities include but are not limited to

- **Developing an understanding of the County and the environment in which it operates** This generally involves a review of the County's governing laws and documents
- **Meeting with key members of the Clerks office** We will begin the audit by holding an initial planning meeting with key members of the Clerk s office The agenda will include the following
 - County concerns
 - New or anticipated changes in accounting principles systems and methods
 - Current year audit concerns
 - Report requirements and deadlines
 - Current year audit approach and dates
 - Assistance requested of County personnel
- **Coordinate the audit timing and County assistance for all separate phases of the County audits** In conjunction with County personnel, we will develop a work plan for all aspects of the engagement
- **Perform preliminary analytical reviews** Analytical reviews represent a review of monthly and yearly account balances for trends fluctuations and relationships and an overall review of activities An analytical review helps direct attention to unusual financial relationships and events that deserve further inquiry enables the audit to be performed more efficiently and provides information useful for management analysis These analytical procedures will likely include trend analyses of actual and budgeted performance and point estimates Point estimates are the recalculation of expected balances based on certain assumptions An example is the recalculation for reasonableness of payroll accruals We plan to perform analytical procedures of this nature in the areas of real property taxes tax receivables user charges and certain expenditures that are generally predictable based on economic conditions
- **Document preliminary risk assessment** The critical first step toward helping to ensure that the audit approach is both innovative and prudent is determining the risk assessment that is, the risk of material misstatement associated with a given audit objective including the opinion on the County's basic financial statements
 - The ultimate risk of failure to identify a material error is the product of three risk components
 - A material error must occur
 - Internal control must fail to identify and correct the error
 - The auditor's substantive procedures must fail to reveal the error
 - Once risk has been assessed the auditor then determines the quality and quantity of audit evidence required to limit the risk of failure to an acceptable level

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A Proposal to Provide Professional Services to Clay County, Mississippi

Audit Approach (Continued)

- **Identify critical audit areas** Based on the reviews performed in the planning phase, we will identify areas considered to have significant accounting and auditing implications, which will receive early and concentrated focus
- **Review County's implementation of new accounting standards** In the current fiscal year and likely in other fiscal years included in this proposal major GASB standards must be implemented. These complex new standards will require careful attention to ensure that all relevant accruals and disclosures required by GAAP have been appropriately recorded. We will work closely with management to discuss the policies and procedures enacted by the County to ensure these standards are fully implemented
- **Update our tailored audit programs** We will update our tailored audit programs for each year's audit of the County. These programs will reflect the identified areas of concern and help us ensure that such areas receive the proper degree of audit consideration

Phase 2 Control Evaluation

We will perform systems evaluation and interim testing. The timing and extent of these interim procedures, which include testing and evaluating the County's major accounting systems and transaction cycles, will depend on several factors, including the extent to which we are able to rely on internal controls to achieve our audit objectives.

During the planning phase, we will have developed a preliminary understanding of the County's internal control structure. In the systems evaluation and interim testing phase, we will determine whether control policies and procedures are in operation and functioning properly in all the transaction cycles.

Control evaluation activities will include:

- **Document the system of internal controls** For the County's significant transaction cycles (e.g., revenue generation and collection, procurement, payroll, treasury debt, financial reporting, and safeguarding of assets), we will review written accounting policies and procedures and interview the appropriate personnel involved in processing financial data. This will include a review of each point in the process where a control should exist as well as the type of control. Controls that are missing at any point in processing the financial data will be documented. For these cycles, we will document how information interfaces with other transaction cycles, general ledger accounts and financial statement line items, and controls identified. In addition to our documentation of the detailed transaction processing steps, we will document an overview of the accounting process.

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A Proposal to Provide Professional Services to Clay County, Mississippi

Audit Approach (Continued)

- **Develop an understanding of the County's data processing systems** We will review and update general and application controls to encompass the following areas
 - *Organization and operation* Identify and evaluate the organizational structure to determine whether there is adequate segregation of duties and functions within the data center. In addition, determine whether there are personnel qualifications, policies, and procedures in place that will help ensure effective functioning and continued operation of the data center.
 - *Systems development, maintenance, and documentation* Determine whether there are procedures to help ensure that the development of new systems and maintenance and changes to existing systems are appropriately authorized, tested, and implemented. Also, determine whether appropriate documentation exists for the applications.
 - *Access* Determine whether access to data files, software, hardware, and documentation is restricted to properly authorized personnel. This includes a review of physical and logical access procedures. The review of logical access would include the evaluation of password control features and similar procedures used to protect the confidentiality of client data.
 - *Hardware and systems software* Determine whether hardware controls provided by the equipment vendor are effectively designed to mitigate identified risks, implemented to the extent possible, and whether systems software is subjected to the same control procedures as those applied to changing, testing, and implementing applications.
 - *Disaster recovery and backup* Determine whether there are adequate controls in place to ensure prompt return of computer services in the event of a disaster. This process includes the review of backup and recovery policies and procedures, and vendor arrangements and contracts.
 - *Communications* Determine and evaluate communications hardware, software, and related procedures to help ensure that all data is authorized, accurately transmitted and received, and protected.
 - *Application reviews* Determine whether there are controls over the input/output processing environment to help ensure prompt and accurate processing of data. This process includes the review of data capture, data validation and editing, transaction logging, audit trails, transaction voiding, balancing controls, and error handling and correction. We will also evaluate the retention period for critical files.
- **Evaluate internal controls** For the County's significant transaction cycles, we will evaluate each internal control defined as being in place to determine whether it meets the control objectives for the type of control it is designed to exercise and whether it would be effective when properly performed (i.e., whether it would prevent or detect errors in the financial data). We will document, as a control weakness, each control determined to be ineffective, even if properly performed, with an explanation of why it is considered ineffective.

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A Proposal to Provide Professional Services to Clay County, Mississippi

Audit Approach (Continued)

- **Test internal controls** We will test throughout the audit period the County's internal control procedures to help ensure that these controls (with particular attention devoted to critical audit areas and related controls) are functioning as designed by the County. We will plan and design tests to achieve a low level of control risk assessment.
- **Assess control risk** We will assess control risk separately based on the results of the above procedures for each significant financial statement assertion in each of the County's major transaction cycles.
- **Design tests for compliance with laws and regulations** We will design tests to determine the County's overall compliance with applicable laws and regulations in addition to compliance testing the internal accounting controls.
- **Develop tailored substantive work programs** We will develop tailored substantive testing work programs based on our review and evaluation of the internal control structure. In developing the work programs, we will review our preliminary determination of critical audit areas and help make sure that each area is given the proper degree of consideration. We will also refer to a series of audit program matrices we developed that will help the audit team select audit procedures based on the specific audit objectives and degree of relative risk of a material error associated with each account. In designing the internal control and compliance test procedures, we will be alert to opportunities to perform dual purpose tests and where possible, multipurpose tests where substantive tests can also be incorporated.
- **Meet with key members of the finance operations** Near the conclusion of interim test work, we will meet with management to discuss the status of the audit and our audit findings to date.

Phase 3 Substantive Testing

The substantive testing phase will include tests of transactions and year-end balances and relationships. In addition, we will complete the final reviews of working papers.

During the substantive testing phase, we will

- Review the system of internal controls from the interim phase and test selected transactions, to the extent necessary, to determine whether the systems still function as designed and are reliable.
- Modify the audit program to reflect any changes in the internal control system.
- Update the interim analytical reviews.
- Perform substantive testing of year-end account balances through a combination of analytical review procedures, confirmation of selected balances, sampling, recalculations, observation, and verification.
- Obtain responses to audit confirmations, representation letters, and attorney letters.
- Review the preparation of the pro forma and annual financial statements.
- Hold discussions with County financial personnel throughout the engagement.

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A Proposal to Provide Professional Services to Clay County, Mississippi

Audit Approach (Continued)

Phase 4 Completion

The completion or reporting, phase of the audit includes all the procedures we perform to help ensure that each of our auditors' reports and other deliverables are appropriate and issued in a timely manner. During this phase we will review results of the audits including proposed audit adjustments and financial statements with key members of the management team and other entity personnel.

Our firms have developed quality control procedures to facilitate the reporting process such as the involvement of the concurring review partner and the use of government-specific accounting disclosure checklists.

The reporting phase includes:

- **Auditors reports on the basic financial statements by respective opinion unit**
We will agree the financial statements prepared by the County to our audit work papers and review the statements for propriety. We will complete our firm's standard accounting disclosure checklist which was specifically designed to identify the financial reporting issues of state and local governments. Our policy of beginning to review reporting matters with County personnel in the early phases of the audit enables us to ensure that all reporting issues have been addressed and the report is properly prepared.
- **Review reports** Our policy is to have all reports on audited financial statements reviewed by a concurring review partner. The objectives of this review are to help ensure that:
 - The accounting and reporting is in compliance with generally accepted accounting principles as defined by GASB and the Financial Accounting Standards Board as applicable.
 - The auditors' reports, financial statements, footnotes, and any supplementary data are in compliance with professional and regulatory standards regarding disclosure format, and terminology.
 - Financial reporting questions that might reasonably be raised by an interested third party can be answered from the information in the financial statements and related disclosures.
 - The auditors' reports appear appropriate in relation to professional standards and in light of the financial statements and related footnote disclosures.
- **Management letters** We will issue draft and final management letters. We will discuss all findings with the responsible member of management and the Department of Finance before inclusion in the letters.

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22

A Proposal to Provide Professional Services to Clay County, Mississippi

Audit Approach (Continued)

- **Statement of Auditing Standards (SAS) No 114 report** Professional standards require the auditor to determine and communicate to those who have responsibility for governance of the financial reporting process certain matters related to the conduct of an audit. At the completion of the audits we will prepare a SAS No 114 report that we will present to the finance committee. The information communicated in this report includes the following
 - The auditor's responsibility under accounting standards generally accepted in the United States of America
 - Significant accounting policies including proposed pronouncements from GASB
 - Management judgments and accounting estimates
 - Significant audit adjustments
 - Other information in documents containing audited financial statements
 - Disagreements with management
 - Management consultation with other accountants
 - Major issues discussed with management prior to issuance
 - Difficulties encountered in performing the audit

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A Proposal to Provide Professional Services to Clay County, Mississippi

Single Audit Approach

We have developed a tailored approach to meet the requirements of the Single Audit Act an approach that is the result of years of experience and learning. We perform a number of single audits on an annual basis on school systems, utilities, cities, and counties.

Compliance Requirements

In performing the single audit, the focus is on testing compliance requirements that are material to the program. A compliance requirement is considered material if failure to comply could result in material financial sanctions. Material compliance requirements are identified in the OMB Compliance Supplement. Other requirements are obtained through review of grant agreements, the Code of Federal Regulations, and other sources. Only those requirements considered to be material are subject to testing. The requirements applicable to each major program will be documented and tested using our five-step approach outlined below.

Five-Step Approach

Step 1 Obtain an Understanding - We will strive to obtain an understanding of the procedures and controls in place to help ensure compliance with the requirement by performing the following:

- Interviewing key department/program personnel responsible for administering the program in relation to the requirement
- Performing a walk-through of sample transactions through the system to determine the operation of the system and controls
- Reviewing existing department-prepared system documentation and manuals, if applicable

Step 2 Document Our Understanding - We will then document the processes and controls identified through the use of narratives. Directed narratives are a proprietary format used by us specifically for the Single Audit. Moreover, our experience in preparing directed narratives enables us to focus on procedures and controls relative to the compliance requirements being tested.

Step 3 Conclude on the Adequacy of the System Design - This is the most subjective of the steps in our process. Based on the information obtained and documented in Steps 1 and 2, a conclusion is reached as to whether the effectiveness of the internal controls design is sufficient to ensure compliance. If the design of the controls is considered sufficient, Step 4 is performed. If the controls are not sufficient, a reportable condition is documented, Step 4 is bypassed, and Step 5 is performed.

Step 4 Test Established Controls - If the design of the internal control structure is considered adequate, we are required to obtain evidence about the effectiveness of the controls. The evidence will be obtained from interviews, observations, inspections of documents, records, and reports, and/or re-performance of control procedures.

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A Proposal to Provide Professional Services to **Clay County, Mississippi**

Single Audit Approach (Continued)

Step 5 Test for Compliance with the Requirement - The final step is to test for actual compliance with Federal regulations. Even if internal controls are determined to be adequate and functioning properly in Steps 1 through 4, instances of noncompliance may need to be included in our single audit report.

In recognition that testing of internal controls and compliance are often interrelated, we will perform dual purpose testing to utilize one sample of transactions to test for both compliance and operation of internal controls.

In determining sample sizes for testing, we have implemented a tailored approach to our test work. We consider such factors as the dollar value of the total population, the number and size of individual transactions, inherent risk, and internal control risk. By carefully considering these factors, it is likely that optimal sample sizes can be determined. Our sampling technique also can be used for testing compliance requirements that do not have a related monetary value. Substantive sample sizes are selected utilizing our methodology, which considers the internal control structure and results of other audit tests.

We work to ensure that sample items are selected in a manner that results in the sample being representative of the population. It is essential that all items in the sample have an opportunity to be selected. Once our sample size has been determined and our population has been defined, the sample will be selected. Based on the characteristics of the population, the sample will be selected in one of three general categories of representative selection methods: haphazard, systematic, or random. Our sampling methodology has been reviewed by Federal agencies and has been determined to be acceptable.

Single Audit Tool

Our single audit approach is further enhanced by the PPC Single Audit Determination Tools. This Microsoft® Excel-based program automates the planning of a Single Audit by leading the user through a process designed to assist in determining the following:

- Low-risk auditee status
- First-year audit status
- Type A and Type B program determination (with and without loan guarantees)
- Cluster determination
- Risk assessments for Type A and Type B programs
- Determination of major programs
- Calculation of percentage of audit coverage
- Identification of compliance requirements that could have a direct and material effect on each major program

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A Proposal to Provide Professional Services to Clay County, Mississippi

Single Audit Approach (Continued)

Federal Financial Reports

Because the Federal government relies on reports submitted by local governments the testing of Federal financial reports is one of the most critical procedures performed in the course of the single audit. Procedures for reviewing Federal financial reports include the following:

- Determining the process for preparing the reports and identifying sources of expenditure data included on the reports
- Testing the reports for mathematical accuracy
- Tracing significant amounts included in Federal financial reports to supporting documentation to test for accuracy of preparation
- Concluding on whether source documentation appears appropriate

This testing also serves as a control to help ensure that we have appropriately subjected sources of expenditures reported to testing to determine if allowable.

Transaction Testing

In performing our audits, we are required to gain evidence that expenditures charged to programs are allowable under Federal regulations. Departments generally have unique systems to determine the amount of costs to be charged to Federal programs. Therefore, in testing for allowable nature of the expenses, we develop tailored procedures at each department/program to test program costs.

Personnel Services

The common objective of these procedures at all departments is to determine that costs were charged to the appropriate benefiting programs and that the individual time records are maintained in accordance with OMB Circular A-87. We will select a sample of employees and test the supporting record for each major program.

Other-than-Personnel Services

In order to determine if direct costs (other-than-personnel services charged to individual programs) are allowable, we select a sample of such charges claimed as allowable for each major program. Each item will be tested for under OMB Circular A-87 and any specific program requirements that may apply.

Payments to Recipients

These payments will be tested to help ensure compliance with eligibility and allowability in accordance with applicable requirements.

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A Proposal to Provide Professional Services to Clay County, Mississippi

Capability to Audit Computerized Systems

ATA and ATA's subsidiary company ATA Technologies deliver a wide range of IT audit services to our governmental clients. Specifically, we offer the County significant experience in

- IT audits of large and complex organizations
- Flexibility in providing a variety of IT audit services including assessments, security evaluations, data analysis using Computer Assisted Auditing Techniques (CAATs), privacy impact assessments, and reviews of compliance with many laws, regulations, and standards
- Assessing highly complex infrastructure systems including all aspects of network and host-based intrusion tests and full-scope vulnerability assessments

Computer - Assisted Audit Techniques

We rely on extensive use of technology in the audit process, including the use of statistical sampling techniques to select and evaluate samples more efficiently and to reduce audit risk, extensive use of personal computers to automate the audit process, and use of other technology-based audit tools and techniques to audit "through the computer" where practicable, to enhance the efficiency and effectiveness of our audit, and use of IT audit specialists experienced in state and local government audits. Our audit approach relies on the extensive use of computer technology, computer assisted audit procedures, and statistical audit sampling. Our proposal includes their use, which should enable us to serve the County more efficiently.

Our experience in conducting financial system assessments has taught us that the use of advanced auditing techniques improves audit efficiency by using technology whenever feasible. We have made substantial investments in computer-based audit technologies. Our computer-based audit tools and statistical auditing techniques fully support our audit methodology.

Our professionals utilize CAATs on mainframe, mini- and microcomputers to read and analyze system software data, to organize, combine, compute, analyze, or extract data on computer files, and to re-perform processing functions.

The actual use of computerized audit tools will be determined through working with County management and IT personnel to determine the most appropriate tool for the objectives. We plan to utilize our CAATs to facilitate audit procedures of data within the County's system. CAATs allow us to use data obtained electronically from your systems and quickly perform analytical procedures, thereby reducing the time and labor that would be involved in reviewing the data manually. These software tools support the application of computer-assisted procedures on large volumes of client data, such as journal entries and transactions, and subsequent investigations of anomalies. ATA has created proprietary routines to analyze journal entries and typical financial statement accounts.

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A Proposal to Provide Professional Services to Clay County, Mississippi

Type and Extent of Analytical Procedures

Numerous techniques can be applied to verify financial data. Traditionally, the accuracy of the financial statement captions is tested largely through sampling and examination of documents, leading to the time-consuming and expensive examination of a large number of vouchers (and other supporting documentation) to test whether transactions are properly recorded and reported. Where appropriate, we go beyond the verification of individual transactions and reduce the need for detailed document testing with analytical testing by comparing actual results to budgetary amounts, comparing related balance sheet and operating components, and recalculating account balances through the use of predictive tests.

To perform a quality analytical test, the auditor must set independent expectations for financial results based on an understanding of the underlying business and accounting activities and regulations, understand the differences revealed in the analysis, and follow up on unusual items rigorously. We will spend time with key personnel in order to identify the nature of and the explanations for significant variances. We perform analytical procedures during each phase of our audit.

Preliminary Analytical Reviews - Required by GAAS

Analytical reviews represent a review of monthly and yearly account balances for trends, fluctuations, and relationships, and an overall review of activities. Preliminary analytical reviews help direct attention to unusual situations that deserve further inquiry, enable the audit to be performed more efficiently, and provide information useful for management analysis. Preliminary analytical procedures will likely include multi-year trend analyses of actual performance and point estimates. Point estimates are the recalculation of expected balances based on certain assumptions, for example, the recalculation for reasonableness of investment income and related accruals.

Substantive Analytical Procedures

As part of our substantive testing, we perform predictive analytical tests on areas such as investment income, property tax revenues, payroll accruals and expenses, depreciation expense, and allowance for doubtful accounts. Based on our understanding of a particular area (e.g., property tax revenue), we will start with the prior year's results and then calculate or estimate what would be the expected current-year property tax revenue, taking into consideration increase in valuation of property in the County, increase in the tax assessment rate, and any other significant factors. Once we have established our expectation, we will then project the acceptable range of variance based on our assessment of risk, both inherent and control risk. Finally, we will compare the County's actual property tax revenues in the audit period to our expectation and range to determine whether or not our expectations were met. In cases where actual results do not fall within the range of our expectation, we will investigate the cause and do further audit work as needed to fully understand the nature of the variance.

These types of substantive analytical procedures provide excellent audit evidence when performed with sufficient rigor, and when combined with our other procedures, aid in the effective and efficient completion of our audit work.

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A Proposal to Provide Professional Services to Clay County, Mississippi

Type and Extent of Analytical Procedures (Continued)

Final Analytical Reviews - Required by GAAS

During the Completion phase of our audit, we complete the final reviews of working papers and perform final analytical reviews of the County's financial statements. During this review, we see if the results and presentation of the financial results of the County are as expected given current year financial events and in line with prior year's results thereby providing additional confidence as to the accuracy of the financial statements.

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29

A Proposal to Provide Professional Services to Clay County, Mississippi

Approach to Determining Laws and Regulations

Compliance with laws regulations contracts and grants applicable to the County is the responsibility of the County's management. As a part of our audits we will identify those material general laws and regulations with which the County must comply based on discussions with County management and the County Attorney and our review of the County's Adopted Charter and finance committee minutes. Although we have noted no material instances of noncompliance we have identified possible areas where legal violations could occur.

- Expenditures in excess of a legally adopted budget
- Expending grant proceeds without satisfying matching requirements or in violation of eligibility requirements or time period limitations
- Expending tax proceeds in violation of legal restrictions
- Debt in excess of legal limitations
- Investing in unauthorized types of investments
- Failure to submit and adopt an annual budget on time
- Failure to comply with court orders or Congressional mandates

We will design audit tests to detect potential violations of law. We will perform most of our detailed testing of compliance with laws and regulations during the Single Audit. Each segment team, however, will also determine whether it is necessary to perform additional testing relating to the major programs at the agency level.

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30

A Proposal to Provide Professional Services to **Clay County, Mississippi**

Reporting Requirements

Our understanding of the County's reporting requirements is summarized below

- An audit of the County's basic financial statements in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the guidelines issued by the Mississippi Office of State Auditor
- One thorough management letter addressed to the finance committee for the County and various authorities, departments boards and enterprise funds containing significant deficiencies and related recommendations noted during our audits
- Single Audit Reports for the County's major Federal financial programs that include a report on compliance with the requirements applicable to each major Federal program and on internal control over compliance in accordance with OMB Circular A-133, a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards* and a schedule of findings and questioned costs
- A report addressed to the finance committee and to management, of significant deficiencies and material weaknesses in internal control over financial reporting including illegal acts and fraud, unless clearly inconsequential, material violations of grants and contracts, and significant instances of abuse

We affirm, and have demonstrated that we have the ability to meet all reporting requirements within the deadlines specified in the RFP. The section of this proposal titled, *Audit Approach*, provides more detail about our understanding of the reporting requirements and how we will help ensure that all reports meet GASB State and Federal requirements

Communication with Finance Committee

We will present the financial statements at the first called meeting after the CAFR has been released. The firms will inform the County's finance committee of the following

- Our responsibility under generally accepted auditing standards
- Significant GASB pronouncements and applicable accounting policies
- Management judgments and accounting standards
- Significant audit adjustments
- Other information in documents containing audited financial statements
- Disagreements with management
- Management consultation with other accountants
- Any difficulties encountered in performing the audit

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A Proposal to Provide Professional Services to Clay County, Mississippi

Prior Audit Experience

Alexander Thompson Arnold has provided accounting, auditing and consulting services to governmental entities, utility systems, and not-for-profit organizations of various sizes. ATA is currently the largest governmental auditor in the State of Tennessee and provides services to over 200 governmental, utility systems, and nonprofit organizations.

ATA's most significant governmental audit clients include:

- City of Franklin, Tennessee, which has in excess of \$750 million in total assets
- City of Jackson, Tennessee, which has in excess of \$750 million in total assets, and
- Tennergy Corporation, which has total assets in excess of \$650 million

Our experience on clients this size will help us to provide a better service to Clay County, Mississippi. This experience means better service and a more effective and efficient audit for the County.

Our governmental accounting and auditing experience has allowed us to develop personal relationships with contacts at the Governmental Accounting Standards Board (GASB). The firm's membership in the Governmental Audit Quality Center of the AICPA demonstrates our commitment to audit quality and promoting awareness of the importance of quality governmental audits. One of our partners serves on the AICPA Governmental Audit Quality Center Executive Committee for 2010-2013. In addition, our firm has been represented by one of our partners serving as Chairperson of the TSCPA Governmental Accounting and Auditing Committee.

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A Proposal to Provide Professional Services to Clay County, Mississippi

Serving Governmental Clients in the Future

We believe that our team's experience in providing services to governmental entities, utility systems, and not-for-profit organizations enables us to serve Clay County, Mississippi, effectively and efficiently. It is our desire to continue our long-term relationship with the County. To that end, our firm is dedicated to our governmental audits practices.

Alexander Thompson Arnold has made a commitment to maintain excellence in its governmental audit practice, especially since this practice has been a cornerstone of the firm for 65 years. The firm's governmental auditing staff is required to obtain a minimum of 40 hours of continuing education annually in the area of accounting and auditing. Most of those 40 hours are in areas of particular interest to governmental practice, including governmental accounting, auditing, and Single Audit.

We tailor the training to the needs of our staff. New staff members are provided continuing education with emphasis on the needs at the entry level. More experienced staff members are provided continuing education in areas which enhance their productivity and management ability on governmental engagements. All staff members active in the firm's governmental practice also attend an annual governmental accounting and auditing update.

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A Proposal to Provide Professional Services to Clay County, Mississippi

Compensation

We believe that our experience in providing services to governmental entities and not-for-profit organizations enables us to serve our clients effectively and efficiently. It is our desire to establish long-term relationships with our client. In order to establish such relationships, we recognize the importance of controlling costs without compromising quality. We are committed to ensuring that our fees are commensurate with the value of our services.

<u>Service</u>	<u>Fee</u>
County Audit - 2011	\$25,500
County Audit - 2012	\$25,500

This fee proposal is based on the scope of services outlined in this proposal. If a Single Audit is necessary, it will be an additional \$2,000.

Firm's Policy on Billings and Collections

Our fees will be billed upon completion of proposed services. Payment is due upon presentation of each invoice.

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A Proposal to Provide Professional Services to Clay County, Mississippi

Exhibit A – Peer Review Letter



EUBANK & BETTS

A Professional Limited Liability Company
CERTIFIED PUBLIC ACCOUNTANTS

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E-mail: firm@eubankbetts.com
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November 5, 2008

To the Partners
Alexander Thompson Arnold, PLLC
and the Center for Public Company
Audit Firms Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Alexander Thompson Arnold, PLLC (the firm) applicable to non SEC issuers in effect for the year ended March 31, 2008. The firm's accounting and auditing practice applicable to SEC issuers was not reviewed by us since the Public Company Accounting Oversight Board (PCAOB) is responsible for inspecting that portion of the firm's accounting and auditing practice in accordance with PCAOB requirements. A system of quality control encompasses the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of complying with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (the AICPA). The design of the system, and compliance with it, are the responsibilities of the firm. Our responsibility is to express an opinion on the design of the system, and the firm's compliance with that system based on our review.

Our review was conducted in accordance with standards established by the Peer Review Committee of the Center for Public Company Audit Firms and included procedures to plan and perform the review that are summarized in the attached description of the peer review process. Our review would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it since it was based on selective tests. Because there are inherent limitations in the effectiveness of any system of quality control, departures from the system may occur and not be detected. Also, projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice applicable to the non-SEC issuers of Alexander Thompson Arnold, PLLC in effect for the year ended March 31, 2008 has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of complying with applicable professional standards.

EUBANK & BETTS, PLLC

CPA Associates International | A Worldwide Network of Accounting Firms
American Institute of Certified Public Accountants | Mississippi Society of Certified Public Accountants

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A Proposal to Provide Professional Services to Clay County, Mississippi

Attachment to the Peer Review Report of
Alexander Thompson Arnold, PLLC
Description of the Peer Review Process

Overview

Firms enrolled in the AICPA Center for Public Company Audit Firms (the Center) Peer Review Program have their system of quality control periodically reviewed by independent peers. These reviews are system and compliance oriented with the objectives of evaluating whether

- The reviewed firm's system of quality control for its accounting and auditing practice applicable to non-SEC issuers has been designed to meet the requirements of the Quality Control Standards established by the AICPA

The reviewed firm's quality control policies and procedures applicable to non-SEC issuers were being complied with to provide the firm with reasonable assurance of complying with professional standards.

A peer review is based on selective tests and directed at assessing whether the design of and compliance with the firm's system of quality control for its accounting and auditing practice applicable to non-SEC issuers provides the firm with reasonable, not absolute, assurance of complying with professional standards. Consequently a peer review on the firm's system of quality control is not intended to and does not, provide assurance with respect to any individual engagement conducted by the firm or that none of the financial statements audited by the firm should be restated.

The Center's Peer Review Committee (PRC) establishes and maintains peer review standards. At regular meetings and through report evaluation task forces, the PRC considers each peer review, evaluates the reviewer's competence and performance, and examines every report, letter of comments, and accompanying response from the reviewed firm that states its corrective action plan before the peer review is finalized. The Center's staff plays a key role in overseeing the performance of peer reviews working closely with the peer review teams and the PRC.

Once the PRC accepts the peer review reports, letters of comments, and reviewed firms' responses, these documents are maintained in a file available to the public. In some situations, the public file also includes a signed undertaking by the firm agreeing to specific follow-up action requested by the PRC.

Firms that perform audits or play a substantial role in the audit of one or more SEC issuers, as defined by the Public Company Accounting Oversight Board (PCAOB), are required to be registered with and have their accounting and auditing practice applicable to SEC issuers inspected by the PCAOB. Therefore, we did not review the firm's accounting and auditing practice applicable to SEC issuers.

Planning the Review for the Firm's Accounting and Auditing Practice Applicable to NON-SEC Issuers

To plan the review of Alexander Thompson Arnold, PLLC we obtained an understanding of (1) the nature and extent of the firm's accounting and auditing practice, and (2) the design of the firm's system of quality control sufficient to assess the inherent and control risks implicit in its practice. Inherent risks were assessed by obtaining an understanding of the firm's practice, such as the industries of its clients and other factors of complexity in serving those clients, and the organization of the firm's personnel into practice units. Control risks were assessed by obtaining an understanding of the design of the firm's system of quality control including its audit methodology and monitoring procedures. Assessing control risk is the process of evaluating the effectiveness of the reviewed firm's system of quality control in preventing the performance of engagements that do not comply with professional standards.

Your Success is Our Mission



A Proposal to Provide Professional Services to Clay County, Mississippi

Performing the Review for the Firm's Accounting and Auditing Practice Applicable to NON-SEC Issuers

Based on our assessment of the combined level of inherent and control risks, we identified practice units and selected engagements within those units to test for compliance with the firm's system of quality control. The engagements selected for review included engagements performed under the Government Auditing Standards and audits of Employee Benefit Plans. The engagements selected for review represented a cross-section of the firm's accounting and auditing practice with emphasis on higher risk engagements. The engagement reviews included examining working paper files and reports and interviewing engagement personnel.

The scope of the peer review also included examining selected administrative and personnel files to determine compliance with the firm's policies and procedures for the elements of quality control pertaining to independence, integrity and objectivity, personnel management, and acceptance and continuance of clients and engagements. Prior to concluding the review, we reassessed the adequacy of scope and conducted a meeting with firm management to discuss our findings and recommendations.

Your Success is Our Mission



A Proposal to Provide Professional Services to Clay County, Mississippi

Exhibit B - Other Information Adding Value to the Proposal

New GASB Pronouncements Effective for Year Ended September 30, 2011

GASB Statement No 54 *Fund Balance Reporting and Governmental Fund Type Definitions* addresses the classification of governmental fund balances. The five new categories for classifying fund balances are non-spendable, restricted, committed, assigned and unassigned. Classifications are determined based on external and internal restrictions, limitations and designations.

The definitions of special revenue, capital projects and debt service funds have been modified. The expected effect of this on some governments may be that some previously used governmental funds no longer qualify for reporting separately from the general fund.

GASB Statement No 59, *Financial Instruments Omnibus* establishes minor amendments and clarifications of GASB Statements No 25, 31, 40, 43 and 53.

New GASB Pronouncements Not Effective Yet

As a part of our audit, the expected impact of the following pronouncements will be evaluated and discussed with management.

GASB Statement No 57 *OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans* is an amendment of GASB Statements No 43 and 45. The statement makes minor changes to the provisions applying to small employer plans and agent-multiple employer plans. This statement is effective for the year ended December 31, 2012.

GASB Statement No 59 *Financial Instruments Omnibus* establishes minor amendments and clarifications of GASB Statements No 25, 31, 40, 43 and 53. This statement is effective for the year ended December 31, 2012.

GASB Statement No 60 *Accounting and Financial Reporting for Service Concession Arrangements* establishes the accounting principles governing agreements between a government and an operator in which (1) The transferor (government) conveys to the operator the right to provide service through use of infrastructure or another public asset, and (2) the operator collects fees from third parties. Examples of arrangements governed by the standard include toll roads, convention facilities and parking garages. This statement is effective for the year ended December 31, 2012.

GASB Statement No 61 *The Financial Reporting Entity Omnibus* is an amendment of GASB Statements No 14 and 34 regarding the assessment of potential component units in determining which should be included in the financial reporting entity. This statement is effective for the year ended December 31, 2013.

Your Success is Our Mission



A Proposal to Provide Professional Services to Clay County, Mississippi

Exhibit B - Other Information Adding Value to the Proposal (Continued)

GASB Statement No 62, *Codification of Private Sector Standards* is a codification of relevant legacy guidance into governmental accounting standards. This includes guidance from the FASB, APB and ARB issued before November 30, 1989. The standard also provides clarification of guidance in the areas of capitalization of interest, classification of current assets and liabilities, and noninterest bearing loans. This statement is effective for the year ended December 31, 2012.

GASB Statement No 63 *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position* provides financial reporting guidance for deferred outflows of resources and deferred inflows of resources. Concepts Statement 4 *Elements of Financial Statements* introduced and defined those elements as a consumption of net assets by the government that is applicable to a future reporting period, and an acquisition of net assets by the government that is applicable to a future reporting period, respectively. Previous financial reporting standards do not include guidance for reporting those financial statement elements, which are distinct from assets and liabilities. Concepts Statement 4 also identifies net position as the residual of all other elements presented in a statement of financial position. This Statement amends the net asset reporting requirements in GASB Statement No 34 and other pronouncements by incorporating deferred outflows of resources and deferred inflows of resources into the definitions of the required components of the residual measure and by renaming that measure as net position rather than net assets. This statement is effective for the year ended December 31, 2012.

GASB Statement No 64 *Derivative Instruments: Application of Hedge Accounting Termination Provisions – an amendment of GASB Statement No 53*, provides clarification of hedge accounting termination. This statement is effective for the year ended December 31, 2012.

Your Success is Our Mission



IN THE MATTER OF PAYING ENTITIES FUNDS PAID BY FEMA FOR STORM DAMAGE ASSISTANCE AS A RESULT OF THE APRIL 27, 2011 TORNADO

There came on this day for consideration the matter of paying entities funds paid by FEMA for storm damage assistance as a result of the April 27, 2011 tornado


It appears to this Board that the City of West Point, Mississippi provided equipment and man hours for operation of said equipment during the emergency declaration after the April 27, 2011 tornado, and

It appears that Lower Prairie Creek Missionary Baptist Church provided temporary shelter, food, and man power for the victims of the storm, and submitted a reimbursement request to FEMA for said services, and

It appears FEMA approved said project MLG020B request of \$1,189 43 and has paid \$1,022 51 to Clay County for Lower Prairie Creek MB Church, being 75% of the request FEMA also paid for three (3) projects to reimburse the City of West Point projects MLG032A, MLG033A and MLG038A Said projects for the City of West Point totaled \$84,6977 33 and FEMA paid \$63,522 99 being 75% of the request

After motion by Mr McKee and second by Mr Deanes this Board doth vote unanimously to authorize payment of these FEMA funds to the City of West Point, MS for \$63,522 99 and to Lower Prairie Creek Missionary Baptist Church for \$1,022 51

So ordered this the 15th day of September, 2011


President

MLG010C	Bennett Rd Erd @ Triple Culverts	C		523 88				523 88	(523 88)
MLG011C	Shoulder Washout	C		1,219 27				1,219 27	(974 48)
MLG012B	D 4 Emg Debris Push	C				2,230 40		2,230 40	(1,718 72)
MLG014C	Barr Hill and Unnamed Road Location	C				1 852 72		1,852 72	(1,389 54)
MLG015B	D-1 Emg Debris Push	C	2,286 00					2,286 00	(1,760 42)
MLG017C	Tariton Rd Dmg & 5 Sites sign Dmg	C				23 260 32		23 260 32	
MLG018C	Culvert & Shoulder Erosion	C	277 23					277 23	(277 23)
MLG020B	Food Provider / Lower Prairie Creek	C	1,189 48					1,189 48	(1,022 51)
MLG021B	Donated Resources	C				23,962 80		23,962 80	
MLG022A	D 3 Debris P&H to Burn Site	C		40 334 59				40,334 59	(39,391 43)
MLG023B	D-3 Emg Debris Push	C		2 882 00				2,882 00	
MLG024B	D 5 Emg Debris Push	C				1,665 24		1 665 24	(2,381 87)
MLG025C	Rd Dmgs on 9 Rds in D 3	C		18,475 76				18,475 76	(15 003 33)
MLG026A	D-5 Debris P&H to Burn Site	C				26 817 64		26 817 64	(26 817 64)
MLG027A	D-3 Debris P&H to Burn Site SA Rds	C		5,022 45				5,022 45	
MLG028A	D-5 Debris P&H to Burn Site SA Rds	C				24,789 28		24,789 28	
MLG029B	D-5 Emg Debris Push SA Rds	C				1,571 81		1,571 81	
MLG030B	D-3 Emg Debris Push SA Rds	C		209 69				209 69	
MLG031A	Debris Burning & Ash Disposal Non Federal Rd	C				31,857 47		31,857 47	(23,895 10)
MLG032A	Mutual Aid with City of WP & W/L	C				57,418 24		57,418 24	(43,063 69)
MLG033A	Mutual Aid with City of WP & W/L	C				16,565 49		16,565 49	(12,424 12)
MLG034A	Debris Burning & Ash Disposal	C				8,062 88		8 062 88	
MLG035B	Sheriff's Department	C				17,635 68		17,635 68	(13 226 76)
MLG036A	Mutual Aid with City of WP & W/L	C				10,713 68		10,713 68	(8,035 20)
MLG039A	Mutual Aid with City of WP & W/L	C				9 964 87		9,964 87	
MLG001C	Dmg Sec of Mayhew Rd	I		6,205 04				6,205 04	(3 972 74)
MLG002C	Erd Rd Sec&Erd Culvert Inlet/Outlet	I		5 183 73				5 183 73	(3 231 55)
MLG003E	Dmg New Holl& Tractor/ Mr Murray	I				1,251 28		1 251 28	(938 46)
MLG004C	Dmg Sec of Herman Shirley Rd	I		9 705 04				9,705 04	(7 278 78)
MLG005C	Erd Rd Sec&Erd Culvert Inlet/Outlet	I		8 123 82				8 123 82	(4 226 80)
MLG006C	Dmg Sec of Pinkerton Rd	I		10 942 76				10 942 76	(8,207 07)
MLG007C	Erd Culvert Protection on Jim Griffin Rd & Wash	I						61 23	
MLG008A	Debris Removal D 2	I		4 965 98				4 965 98	(3,078 76)
MLG010C	Bennett Rd Erd @ Triple Culverts	I						1 192 40	(1 199 73)
MLG011C	Shoulder Washout	I						80 04	
MLG012B	D 4 Emg Debris Push	I				61 23		61 23	
MLG013A	D-4 Emg Debris P&H	I				8 009 25		8 009 25	(6 006 94)
MLG015B	D-1 Emg Debris Push	I	61 23					61 23	
MLG016A	D 1 Debris Removal	I	2 462 43					2,462 43	(1 846 82)
MLG017C	Tariton Rd Dmg & 5 Sites sign Dmg	I				3,770 48		3,770 48	
MLG018C	Culvert & Shoulder Erosion	I	1 868 00					1,868 00	(1,766 13)
MLG022A	D-3 Debris P&H to Burn Site	I		13,562 17				13,562 17	
MLG025C	Rd Dmgs on 9 Rds in D 3	I		1,037 43				1 037 43	
MLG026A	D 5 Debris P&H to Burn Site	I				26,495 12		26,495 12	(13,166 93)
MLG027A	D 3 Debris P&H to Burn Site SA Rds	I		1,779 22				1 779 22	
MLG028A	D 5 Debris P&H to Burn Site SA Rds	I				24,961 76		24,961 76	
Totals			6,954 89	69,831 18	84,492 74	12,153 60	133,331 65	177,432 31	484,196 37 (267,964 36)

Do not have-

pay out of Gen CO - Burning & Ash Disposal

56,506.00 ↓ 59,394.50
 33,833.53 9,115.20 42,366.44 ↓
 102,603.83

U S DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

PROJECT WORKSHEET

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the collection, including suggestions for reducing the burden to Information Collections Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472. Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. NOTE: Do not send your completed questionnaire to this address.

DECLARATION NO	PW REF NO	DATE	FIPS NO	CATEGORY	EMMIE NO
FEMA 1972 DR MS	MLG020B	06/25/11	025 99025-00	B	
APPLICANT				WORK COMPLETED AS OF	
Clay (County)				DATE	PERCENT
				06/25/11	100%
DAMAGED FACILITY				COUNTY	
Food Provided				Clay	
LOCATION				LATITUDE	LONGITUDE
Montpellier Community and Other Areas of Clay County				33 60598	-88 64908

Was this site previously damaged? Yes No Unsure

DAMAGE DESCRIPTION AND DIMENSIONS

During the incident period April 15 through April 28 2011 severe storms, tornados, straight line winds and associated flooding impacted Clay County. At the request of Clay County, the Lower Prairie Creek Mission Baptist Church provided approximately 500 meals over a 13 day period following a devastating tornado on April 27th including lunch and dinner to persons in the Montpellier Community that sustained damage to their homes or suffered destroyed homes, lost food, and for those persons that were unable to get into town to purchase food or a hot meal.

GPS Coordinates 33 60598 -88 64908 represents the location of the Clay County Courthouse

SCOPE OF WORK

Fund at 75%

WORK COMPLETED

The subgrantee will need to reimburse the Lower Prairie Creek Mission Baptist Church \$1 189 43. The church submitted receipts totaling \$1209 43 however a deduction of \$20 00 for fuel was made bringing the total included in this project to \$1 189 43. Copies of receipts submitted to Clay County are attached.

No direct administrative cost are being claimed in relation to this project.

ITEM		CODE		NARRATIVE	QUANTITY	UNIT	UNIT PRICE	COST
1				WORK COMPLETED				\$
2	9001			Contract	1 00	LS	\$1 189 43	\$ 1 189 43
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
SUBTOTAL FROM COST CONTINUATION PAGE(S)								\$ -
TOTAL PROJECT COST								\$ 1 189 43

PREPARED BY	Melinda Godwin	<i>Melinda Godwin</i>	TITLE	Project Specialist
FEMA PAC CREW LEADER	Doug Westermann	<i>Doug Westermann</i>	STATE PAC CREW LEADER	Eric Church
APPLICANT	Amy Berry	<i>Amy Berry</i>	DATE	6/28/11
			PHONE	662 494 3124

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

PROJECT WORKSHEET

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DECLARATION NO	PW REF NO	DATE	FIPS NO	CATEGORY	EMME NO
FEMA 1972 DR MS	MLG038A	07/02/11	025-99025-00	A	

APPLICANT	WORK COMPLETED AS OF	
	DATE	PERCENT
Clay (County)	07/02/11	100%

DAMAGED FACILITY	COUNTY
Mutual Aid Debris Removal with the City of West Point Public Works Department	Clay

LOCATION	LATITUDE	LONGITUDE
Clay County	33 59633	-88.94741

Was this site previously damaged? Yes - No - Unsure

DAMAGE DESCRIPTION AND DIMENSIONS:

During the incident period April 15 through April 28, 2011 severe storms, tornadoes, straight line winds and associated flooding impacted Clay County. As a result, approximately 17,704 cubic yards of debris were pushed into the right of ways to clear routes for emergency response persons and vehicles and has or will be hauled to one of two MDEQ approved burn sites. The City of West Point's Public Works Department provided manpower and equipment to aid the County's debris removal efforts in District 5. A percentage of debris picked up and removed from District 5 (48.5%) was from State Aid Roads. Total estimated debris picked up in District 5 is 4,436 cubic yards.

GPS Coordinates 33 59633 -88 94741 represent the location of the temporary staging area in Pheba MS
GPS Coordinates 33 69944 -88 86404 represent the location of the temporary staging area in Griffith MS

SCOPE OF WORK

WORK COMPLETED Fund at 75%

The City of West Point's Public Works Department will be submitting an invoice for 20,192.44. Total estimated eligible cost included in this project is \$10,399.11

(SEE CONTINUATION SHEETS)

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY	UNIT	UNIT PRICE	COST
1		WORK COMPLETED				\$ -
2	9999	West Point Public Works Department - (Mutual Aid)	1.00	LS	\$10,399.11	\$ 10,399.11
3	9901	Direct Administrative Cost	1.00	LS	\$314.49	\$ 314.49
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
SUBTOTAL FROM COST CONTINUATION PAGE(S)						\$ -
TOTAL PROJECT COST						\$ 10,713.60

PREPARED BY: Melinda Godwin <i>Melinda Godwin</i>	TITLE: Project Specialist
FEMA PAC CREW LEADER: Herold Young <i>Herold Young</i>	STATE PAC CREW LEADER: Eric Church <i>Eric Church</i>
APPLICANT: Amy Berry <i>Amy Berry</i>	DATE: 07/07/11
	PHONE: 662-404-3124

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

PROJECT WORKSHEET

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DECLARATION NO	PW REF NO	DATE	FIPS NO	CATEGORY	EMME NO
FEMA 1972 DR MS	MLG033A	07/02/11	025-99025-00	A	

APPLICANT Clay (County)	WORK COMPLETED AS OF	
	DATE	PERCENT.
	07/02/11	100%

DAMAGED FACILITY Mutual Aid Debris Removal with the City of West Point's Light and Water Department on State Aid Roads	COUNTY Clay
---	----------------

LOCATION Clay County	LATITUDE 33.59633	LONGITUDE -88.94741
-------------------------	----------------------	------------------------

Was this site previously damaged? Yes • No • Unsure

DAMAGE DESCRIPTION AND DIMENSIONS.

During the incident period April 15 through April 28 2011 severe storms tornados, straight line winds and associated flooding impacted Clay County. As a result, approximately 17 704 cubic yards of debris were pushed into the right of ways to clear routes for emergency response persons and vehicles and has or will be hauled to one of two MDEQ approved burn sites. The City of West Point's Light and Water Department provided manpower and equipment to aid the County's debris removal efforts in District 3, District 4 and District 5 (See Project Notes for District quantities.)

GPS Coordinates 33 59633 -88 94741 represent the location of the temporary staging area in Pheba MS
GPS Coordinates 33 69944 -88 86404 represent the location of the temporary staging area in Griffith MS

SCOPE OF WORK.

Fund at 75%

WORK COMPLETED

The City of West Point's Light and Power submitted a spreadsheet with a total of \$128 384 32. Total estimated cost included in this project is \$16 393 95 which is the cost estimated for work on State Aid Roads.

(SEE CONTINUATION SHEETS)

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY	UNIT	UNIT PRICE	COST
1		WORK COMPLETED				\$ -
2	9999	West Point Light and Power - (Mutual Aid)	1 00	LS	\$16,393 95	\$ 16 393 96
3	9901	Direct Administrative Cost	1 00	LS	\$171 54	\$ 171 54
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
SUBTOTAL FROM COST CONTINUATION PAGE(S)						\$ -
TOTAL PROJECT COST						\$ 16,565 49

PREPARED BY: Melinda Godwin <i>Melinda Godwin</i>	TITLE: Project Specialist
FEMA PAC CREW LEADER: <i>[Signature]</i>	STATE PAC CREW LEADER: Eric Church <i>[Signature]</i>
APPLICANT: Amy Berry <i>[Signature]</i>	DATE: 7/7/11 PHONE: 662-494-3124

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

PROJECT WORKSHEET

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DECLARATION NO	PW REF NO	DATE	FIPS NO	CATEGORY	EMMIE NO
FEMA 1972 DR MS	MLG032A	07/02/11	025-99025-00	A	
APPLICANT				WORK COMPLETED AS OF	
Clay (County)				DATE	PERCENT.
				07/02/11	100%
DAMAGED FACILITY				COUNTY	
Mutual Aid Debris Removal with the City of West Point's Light and Water Department				Clay	
LOCATION				LATITUDE	LONGITUDE
Clay County				33.59633	-88.94741

Was this site previously damaged? Yes No Unsure

DAMAGE DESCRIPTION AND DIMENSIONS

During the incident period April 15 through April 28 2011 severe storms tornados straight line winds and associated flooding impacted Clay County. As a result, approximately 17 704 cubic yards of debris were pushed into the right of ways to clear routes for emergency response persons and vehicles and has or will be hauled to one of two MDEQ approved burn sites. The City of West Point's Light and Water Department provided manpower and equipment to aid the County's debris removal efforts in District 3 District 4 and District 5. A percentage of debris picked up and removed from District 3 (10%) and District 5 (48.5%) was from State Aid Roads.

GPS Coordinates 33 59633 -88 94741 represent the location of the temporary staging area in Pheba MS
GPS Coordinates 33 69944 -88 86404 represent the location of the temporary staging area in Griffith MS

SCOPE OF WORK

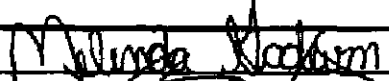


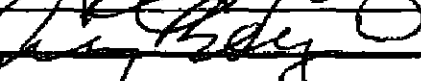
Fund at 75%

WORK COMPLETED

The City of West Point's Light and Power submitted a spreadsheet with a total of \$128 384.32. Total estimated eligible cost included in this project is \$57 103.75.

(SEE CONTINUATION SHEETS)

PROJECT COST						
ITEM	CODE	NARRATIVE	QUANTITY	UNIT	UNIT PRICE	COST
1		WORK COMPLETED				\$ -
2	9999	West Point Light and Power (Mutual Aid)	1.00	LS	\$57 103.75	\$ 57 103.75
3	9901	Direct Administrative Cost	1.00	LS	\$314.49	\$ 314.49
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
SUBTOTAL FROM COST CONTINUATION PAGE(S)						\$ -
TOTAL PROJECT COST						\$ 57 418.24

PREPARED BY: Melinda Godwin 	TITLE: Project Specialist
FEMA PAC CREW LEADER: Harold Young 	STATE PAC CREW LEADER: Eric Church 
APPLICANT: Amy Berry 	DATE: 7/1/11
	PHONE: 662-404-3124

NO _____

IN THE MATTER OF AUTHORIZING JOHNNY VANDIVER TO SIGN PURCHASE
REQUISITIONS AND INVOICE TICKETS UNDER \$100 00 FOR THE SANITATION
DEPARTMENT

There came on this day for consideration the matter of authorizing Johnny Vandiver to sign purchase requisitions and invoice tickets under \$100 00 for the Sanitation Department.

After motion by Mr Lummus and second by Mr Deanes this Board doth vote unanimously to authorize Johnny Vandiver to sign purchase requisitions for purchases and to sign for purchases under \$100 00 for the Sanitation Department.

So ordered this the 15th day of September, 2011



President

NO _____

IN THE MATTER OF AUTHORIZING THE PRESIDENT TO EXECUTE A CONTRACT
WITH CALVERT-SPRADLING ENGINEERS TO PROVIDE SERVICES FOR THE PHEBA
WALKING TRAIL GRANT

There came on this day for consideration the matter of authorizing the President to execute a contract with Calvert-Spradling Engineers to provide services for the Pheba Walking Trail Grant

After motion by Mr McKee and second by Mr Horton this Board doth vote unanimously to authorize the President to execute the attached contract marked as exhibit A

So ordered this the 15th day of September, 2011



President

This document has important legal consequences, consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
FUNDING AGENCY EDITION**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
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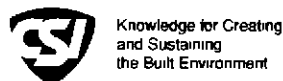
This document has been approved and endorsed by

The Associated General Contractors of America



and the

Construction Specification Institute



This document has been accepted by the
United States Department of Agriculture
Rural Utilities Services Water and Waste Programs

EXhibit A

EJCDC E-510 Standard Form of Agreement Between Owner and Engineer for Professional Services, Funding Agency Edition
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Page 1

TABLE OF CONTENTS

	Page
Article 1 – Services of Engineer	1
1 01 Scope	1
Article 2 – Owner s Responsibilities	1
2 01 General	1
Article 3 – Schedule For Rendering Services	2
3 01 Commencement	2
3 02 Time for Completion	2
Article 4 – Invoices and Payments	2
4 01 Invoices	2
4 02 Payments	2
Article 5 – Opinions of Cost	3
5 01 Opinions of Probable Construction Cost	3
5 02 Designing to Construction Cost Limit	3
5 03 Opinions of Total Project Costs	3
Article 6 – General Considerations	3
6 01 Standards of Performance	3
6 02 Design without Construction Phase Services	4
6 03 Use of Documents	4
6 04 Insurance	5
6 05 Suspension and Termination	5
6 06 Controlling Law	7
6 07 Successors, Assigns, and Beneficiaries.	7
6 08 Dispute Resolution	7
6 09 Environmental Condition of Site	7
6 10 Indemnification and Mutual Waiver	8
6 11 Miscellaneous Provisions	9
Article 7 – Definitions	9
7 01 Defined Terms	9
Article 8 – Exhibits and Special Provisions	10
8 01 Exhibits Included	10
8 02 Total Agreement	11
8 03 Designated Representatives	11
8 04 Federal Requirements	11

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

_____ (“Owner) and

_____ (“Engineer”)

Owner intends to Pave Pheba Recreational Walking Trail

#210060 _____ (Project)

Financial assistance for this Project is expected to be provided by MS Dept Wildlife Fisheries & Parks (Agency)
a governmental entity Nothing herein creates any contractual relationship between Agency and Engineer

Owner and Engineer agree as follows

ARTICLE 1 – SERVICES OF ENGINEER

1 01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2 01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B

B. Owner shall pay Engineer as set forth in Exhibit C

C. Owner shall be responsible for and Engineer may rely upon, the accuracy and completeness of all requirements programs instructions reports data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements programs, instructions reports data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3 01 *Commencement*

- A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3 02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4 01 *Invoices*

- A. *Preparation and Submittal of Invoices* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C and in a manner acceptable to Owner. Engineer shall submit its invoices to Owner no more than once per month. Invoices are due and payable within 30 days of receipt.

4 02 *Payments*

- A. *Application to Interest and Principal* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay* If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of Engineer's invoice and funds are available for the Project, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said sixtieth day and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be

applied. Owner shall pay such invoiced new taxes, fees, and charges, such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C

ARTICLE 5 – OPINIONS OF COST

5 01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

5 02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5 03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6 01 *Standards of Performance*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner. The retention of such Consultants shall not reduce the Engineer's obligations to Owner under this Agreement.
- D. Subject to the standard of care set forth in Paragraph 6 01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations. Engineer shall comply with Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

- F Engineer shall not be required to sign any documents no matter by whom requested, that would result in the Engineer having to certify guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract, Funding Agency Edition" as prepared by the Engineers Joint Contract Documents Committee (No. C-710, 2002 Edition) unless both parties mutually agree to use other General Conditions by specific reference in Exhibit I.
- H Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- I Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.
- K All Contract Documents and Applications for Payment shall be subject to Agency concurrence.

6.02 *Design without Construction Phase Services*

- A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase, (2) Engineer shall have no design or shop drawing review obligations during construction, (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services, and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

- D When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents creator
- E Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties
- F If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of paragraph 5.04 of the "Standard General Conditions of the Construction Contract, Funding Agency Edition," (No. C-710, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder
- F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner and Exhibit G will be supplemented to incorporate these requirements

6.05 *Suspension and Termination*

A. *Suspension*

- 1. By Owner: Owner may suspend the Project upon seven days written notice to Engineer

- 2 By Engineer If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.
- B Termination** The obligation to provide further services under this Agreement may be terminated.
- 1 For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party
 - b. By Engineer
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice
 - 2 For convenience
 - a. By Owner effective upon Engineer's receipt of notice from Owner
- C Effective Date of Termination** The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D Payments Upon Termination**
- 1 In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive payment for all acceptable services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
 - 2 In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
- E Delivery of Project Materials to Owner** Prior to the effective date of termination, the Engineer will deliver to Owner copies of all completed Documents and other Project materials for which Owner has compensated Engineer. Owner's use of any such Documents or Project materials shall be subject to the terms of Paragraph 6.03.

6 06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the Project is located its conflict of laws provisions excepted

6 07 *Successors Assigns and Beneficiaries*

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6 07 B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party in respect of all covenants agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement
- C. Unless expressly provided otherwise in this Agreement
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party
 3. Owner agrees that the substance of the provisions of this paragraph 6 07 C shall appear in the Contract Documents

6 08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law
- B. If the parties fail to resolve a dispute through negotiation under paragraph 6 08 A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H then the parties may exercise their rights under law

6 09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste Radioactive Material, hazardous substances and other Constituents of Concern located at or near the Site, including type quantity and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer exist at the Site
- C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations

- D It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages suspend performance of services on the portion of the Project affected thereby until Owner (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations
- E If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer s services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both, or (2) terminating this Agreement for cause on 30 days notice
- F Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger ' operator ' generator," or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) as amended, which are or may be encountered at or near the Site in connection with Engineer s activities under this Agreement.

6 10 *Indemnification and Mutual Waiver*

- A *Indemnification by Engineer* To the fullest extent permitted by law Engineer shall indemnify and hold harmless Owner and Owner's officers, directors partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer s officers directors partners, employees or Consultants
- B *Indemnification by Owner* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer Engineer's officers directors, partners, agents, employees and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury sickness disease, or death or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner s officers, directors, partners, agents, consultants, or employees or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- C *Environmental Indemnification* In addition to the indemnity provided under paragraph 6 10 B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers directors, partners, agents employees and Consultants from and against any and all claims, costs losses and damages (including but not limited to all fees and charges of engineers architects attorneys and other professionals and all court, arbitration, or other dispute resolution costs) caused by arising out of, relating to or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease or death, or to damage to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D *Percentage Share of Negligence* To the fullest extent permitted by law a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damage caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual,

shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals

- E *Mutual Waiver* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors agents insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6 11 *Miscellaneous Provisions*

- A. *Notices* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival* All express representations, waivers indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7 01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits in the following provisions, or in the "Standard General Conditions of the Construction Contract, Funding Agency Edition," prepared by the Engineers Joint Contract Documents Committee (No. C-710, 2002 Edition)
- 1 *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.
 - 2 *Agency* – The Federal or state agency named on page 1 of this Agreement.
 - 3 *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1 of this Agreement.
 - 4 *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way or compensation for damages to properties or Owner's costs for legal accounting insurance counseling or auditing services or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

- 5 *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U S C §§9601 et seq (‘CERCLA”), [b] the Hazardous Materials Transportation Act, 49 U S C §§1801 et seq [c] the Resource Conservation and Recovery Act, 42 U S C §§6901 et seq (RCRA) [d] the Toxic Substances Control Act, 15 U S C §§2601 et seq , [e] the Clean Water Act, 33 U S C §§1251 et seq , [f] the Clean Air Act, 42 U S C §§7401 et seq and [g] any other federal, state or local statute, law rule regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste substance or material.
- 6 *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates, consultants, subcontractors or vendors
- 7 *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
- 8 *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphucally shows the scope, extent, and character of the Work to be performed by Contractor Shop Drawings are not Drawings as so defined.
- 9 *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective If no such date is indicated it means the date on which Agency concurs with the Agreement.
- 10 *Laws and Regulations Laws or Regulations* – Any and all applicable laws rules regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 11 *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
- 12 *Resident Project Representative* – The authorized representative of Engineer if any assigned to assist Engineer at the Site during the Construction Phase The Resident Project Representative will be Engineer’s agent or employee and under Engineer’s supervision As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner The duties and responsibilities of the Resident Project Representative, if any are as set forth in Exhibit D
- 13 *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto
- 14 *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies and the total costs of services of Engineer or other design professionals and consultants together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8 01 *Exhibits Included*

- A. Exhibit A, “Engineer s Services,” consisting of 9 pages
- B. Exhibit B, “Owner s Responsibilities,” consisting of 3 pages

- C Exhibit C "Payments to Engineer for Services and Reimbursable Expenses," consisting of 2 pages
- D Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" consisting of 4 pages
- E Exhibit E, "Notice of Acceptability of Work, consisting of NA pages
- F Exhibit F "Construction Cost Limit," consisting of NA pages
- G Exhibit G, "Insurance consisting of NA pages
- H Exhibit H, "Dispute Resolution consisting of NA pages.
- I Exhibit I "Special Provisions," consisting of 6 pages Special Provisions stipulated by CDBG
- J Exhibit J "Amendment to Standard Form of Agreement," consisting of NA pages

8 02 *Total Agreement*

- A. This Agreement (consisting of pages 1 to 29), inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument based on the format of Exhibit J to this Agreement.

8 03 *Designated Representatives*


- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

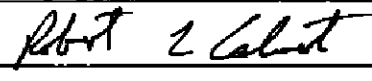
8 04 *Federal Requirements*

- A. *Agency Concurrence* Signature of a duly authorized representative of Agency in the space provided on the signature page hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements.
- B. *Audit and Access to Records* For all negotiated contracts and negotiated modifications (except those of \$10,000 or less), Owner, Agency, the Comptroller General, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. *Restrictions on Lobbying* Engineer and each Consultant shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

D *Suspension and Debarment* Engineer certifies, by signing this Agreement, 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. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner
Clay County Board of Supervisors
By: 
Title R. B. Davis, President
Date Signed 9-15-11

Engineer
Calvert-Spradling Engineers Inc
By: 
Title Robert L. Calvert, President
Date Signed _____
Engineer License or Certificate No
Robert L. Calvert, P E #4499
State of MS

Address for giving notices
P O Box 815
West Point
MS 39773

Address for giving notices
P O Drawer 1078
West Point
MS 39773

Designated Representative (see paragraph 8.03.A)
R. B. Davis
Title President
Phone Number 662-494-3313
Facsimile Number _____
E-Mail Address _____

Designated Representative (see paragraph 8.03.A)
Stanley J. Spradling
Title P E
Phone Number 662-494-7101
Facsimile Number 662-494-8549
E-Mail Address sspradling@bellsouth.net

AGENCY CONCURRENCE
Agency _____
By (Signature) _____
Typed Name _____
Title _____
Date _____

Owner's Consultant's Services

PART 1 – BASIC SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties Engineer shall provide Basic and Additional Services as set forth below

A 1 01 Study and Report Phase

A Engineer shall

- 1 Consult with Owner to define and clarify Owner s requirements for the Project and available data
- 2 Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer’s Basic Services
- 3 Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
- 4 Identify and evaluate all reasonable alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer s judgment meet Owner s requirements for the Project.
- 5 In accordance with Agency guidance prepare a preliminary engineering report (the “Report”) which will, as appropriate, contain schematic layouts, sketches, operation and maintenance costs, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends For each recommended solution Engineer will provide the following which will be separately itemized opinion of probable Construction Cost proposed allowances for contingencies, the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants, and, on the basis of information furnished by Owner a summary of allowances for other items and services included within the definition of Total Project Costs
- 6 Perform or provide the following additional Study and Report Phase tasks or deliverables
 - a Environment Report in accordance with Agency requirements
 - b Provide engineering information for applications and supporting documents for private or governmental grants, loans, or advances in connection with the Project.
 - c Prepare feasibility studies and preliminary ranges of rate schedules if required for the Project
- 7 Furnish review copies of the Report and any other deliverables to Owner and Agency within 90calendar days of authorization to begin services and review it with Owner
- 8 Revise the Report and any other deliverables in response to Owner s and Agency’s comments as appropriate, and furnish copies of the revised Report and any other deliverables to the Owner and Agency within 60 calendar days of receipt of all such comments

- B Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to and accepted by Owner and Agency, as appropriate

A.1 02 *Preliminary Design Phase*

- A. After acceptance by Owner and Agency of the Report and any other deliverables selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall
- 1 Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings outline specifications and written descriptions of the Project.
 - 2 Provide necessary field surveys and topographic and utility mapping for design purposes Utility mapping will be based upon information obtained from utility owners
 - 3 Provide to Owner three copies of maps showing the general location of required construction easements and permanent easements and the land to be acquired
 - 4 Advise Owner if additional reports data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services
 - 5 Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs
 - 6 Perform or provide the following additional Preliminary Design Phase tasks or deliverables [
 - 7 Furnish review copies of the Preliminary Design Phase documents and any other deliverables to Owner (and Agency, if required) within 60 calendar days of authorization to proceed with this phase, and review them with Owner
 - 8 Revise the Preliminary Design Phase documents and any other deliverables in response to comments from Owner (and Agency), as appropriate and furnish to Owner (and Agency) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 60 calendar days after receipt of all such comments
- B Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner (and Agency, if required)

A 1 03 *Final Design Phase*

- A. After acceptance by Owner (and by Agency if required) of the Preliminary Design Phase documents revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner Engineer shall
- 1 Prepare final Drawings and Specifications indicating the scope extent, and character of the Work to be performed and furnished by Contractor If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute
 - 2 Provide technical criteria, written descriptions and design data for Owner s use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project, assist Owner in consultations with such authorities, and revise the Drawings and Specifications in response to directives from such authorities
 - 3 Advise Owner of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer
 - 4 Perform or provide the following additional Final Design Phase tasks or deliverables
 - 5 Prepare and furnish Bidding Documents for review by the Owner, its legal counsel, its other advisors regulatory agencies and Agency, within 90 calendar days of authorization to proceed with this phase, and assist Owner in the preparation of other related documents Bidding documents will comply with Agency s requirements in effect as of the date of Owner authorizing work in this phase
 - 6 Revise the Bidding Documents in accordance with comments and instructions from the Owner and Agency, as appropriate and submit final copies of the Bidding Documents a revised opinion of probable Construction Cost, and any other deliverables to Owner and Agency within 60 calendar days after receipt of all such comments and instructions
- B Engineer s services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A.1 03 A.6 have been delivered to and accepted by Owner and Agency
- C In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer s services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking) Owner and Engineer shall, prior to commencement of the Final Design Phase develop a schedule for performance of Engineer s services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently
- D The number of prime contracts for Work designed or specified by Engineer upon which the Engineer s compensation has been established under this Agreement is one If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A 1 04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner and Agency of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall
- 1 Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any and receive and process contractor deposits or charges for the Bidding Documents

- 2 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents
 - 3 Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors
 - 4 Consult with Owner as to the acceptability of subcontractors, suppliers and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents
 - 5 Determine the acceptability of substitute materials and equipment proposed when substitution is necessary because the specified item is incompatible with the Project or fails to comply with applicable codes
 - 6 Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables
 - 7 Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- B The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement)

A 1 05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall
- 1 *General Administration of Construction Contract* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
 - 2 *Resident Project Representative (RPR)* Unless otherwise notified in writing by Owner, Engineer shall provide the services of Resident Project Representative (RPR) at the Site to assist Engineer and to provide more continuous observations of such work on a full-time basis unless part-time services are expressly approved by Agency and this Agreement is amended accordingly. Engineer will, prior to the pre-construction conference, submit a resume of the RPR's qualifications for approval by Owner and Agency. The duties, responsibilities, and limitations of authority of the RPR are as set forth in Exhibit D. The furnishing of such Resident Project Representative service will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 - 3 *Selecting Independent Testing Laboratory* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, paragraph B.2.01.0.
 - 4 *Pre-Construction Conference* Participate in a Pre-Construction Conference prior to commencement of Work at the Site. If RPR services are provided by Engineer, ensure RPR attends Pre-Construction Conference.
 - 5 *Schedules* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 - 6 *Baselines and Benchmarks* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

- 7 *Visits to Site and Observation of Construction* In connection with observations of Contractor's Work while it is in progress
- a Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, but at least monthly to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the Work.
 - b The purpose of Engineer's visits to and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected or used by Contractor for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- 8 *Defective Work* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 9 *Clarifications and Interpretations Field Orders* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- 10 *Change Orders and Work Change Directives* Recommend Change Orders and Work Change Directives to Owner as appropriate and prepare Change Orders and Work Change Directives as required.
- 11 *Shop Drawings and Samples* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- 12 *Substitutes and or-equal* Evaluate and determine the acceptability of substitute or 'or-equal' materials and equipment proposed by Contractor but subject to the provisions of paragraph A.2.01.A.23 of this Exhibit A.

- 13 *Inspections and Tests* Require such special inspections or tests of Contractor's work as deemed reasonably necessary and receive and review all certificates of inspections tests and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- 14 *Disagreements between Owner and Contractor* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution performance or progress of Contractor's Work, review each duly submitted Claim by Owner or Contractor and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 15 *Applications for Payment* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation.
- a Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review that, to the best of Engineer's knowledge information and belief Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation) and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
- b By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise direct or control Contractor's Work in progress or for the means, methods, techniques sequences or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials or equipment has passed to Owner free and clear of any liens claims security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- 16 *Contractor's Completion Documents* Receive review, and transmit to Owner maintenance and operating instructions schedules guarantees, bonds certificates or other evidence of insurance required by the Contract Documents certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A.1.05 A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in paragraph A.1.05 A.11.
- 17 *Substantial Completion* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use in company with Owner, the Agency's representative and Contractor conduct a pre-final

inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner, Agency, and Contractor.

- 18 *Record Drawings* Prepare and furnish to Owner a set of reproducible Project Record Drawings showing appropriate record information based on Record Drawing information from Contractor and Project documentation received from RPR.
 - 19 *Additional Tasks* Perform or provide the following additional Construction Phase tasks or deliverables:
 - 20 *Final Notice of Acceptability of the Work*. In company with Owner's and Agency's representative, conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the 'Notice of Acceptability of Work') that the Work is acceptable (subject to the provisions of paragraph A.1.05 A.15 b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B *Duration of Construction Phase* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A.1.03 C, Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.
- C *Limitation of Responsibilities* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A.1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner, Engineer during the Post-Construction Phase shall:
- 1 Provide assistance in connection with the adjusting of Project equipment and systems.
 - 2 Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.
 - 3 Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
 - 4 Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 - 5 Perform or provide the following additional Post-Construction Phase tasks or deliverables: N/A.
 - 6 In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period for Contractor's Work to ascertain whether any portion of the Work is subject to correction.
- B. The Engineer shall provide a total of 16 hours of assistance and necessary reimbursable expenses in providing services during the Post-Construction Phase.

- C The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Contract's Correction Period

PART 2 – ADDITIONAL SERVICES

A.2 01 Additional Services Requiring Owner's Advance Written Authorization and Agency's Concurrence

- A If authorized in writing by Owner, with Agency concurrence Engineer shall furnish or obtain from others Additional Services of the types listed below
- 1 Preparation or review of environmental assessments and impact statements, review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others, and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project (which are not part of Basic Services)
 - 2 Services to make measured drawings of or to investigate existing conditions or facilities or to verify the accuracy of drawings or other information furnished by Owner or others
 - 3 Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control. Redesign to reduce Project costs to within the funds available as stated in Exhibit F shall not be considered Additional Services
 - 4 Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A.1 01.A.4
 - 5 Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer
 - 6 Providing renderings or models for Owner's use
 - 7 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses, the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals, assistance in obtaining financing for the Project, evaluating processes available for licensing, and assisting Owner in obtaining process licensing, detailed quantity surveys of materials, equipment, and labor, and audits or inventories required in connection with construction performed by Owner
 - 8 Furnishing services of Engineer's Consultants for other than Basic Services
 - 9 Services attributable to more prime construction contracts than specified in paragraph A.1 03 C
 - 10 Services (which are not part of Basic Services) during out-of-town travel required of Engineer other than for visits to the Site or Owner's office
 - 11 Preparing for, coordinating with, participating in and responding to structured independent review processes, including but not limited to, construction management, cost estimating, project peer review, value engineering and constructability review requested by Owner, and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes
 - 12 Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof

- 13 Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents
- 14 Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F. Rebidding or renegotiating contracts to reduce the contract costs to funds available as stated in Exhibit F shall not be considered Additional Services
- 15 Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A.1 05 A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property and providing other special field surveys
- 16 Providing Construction Phase services beyond the Contract Times set forth in Exhibit C
- 17 Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations
- 18 Preparation of operation and maintenance manuals
- 19 Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
- 20 Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner
- 21 Other services performed or furnished by Engineer not otherwise provided for in this Agreement.
- 22 Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make compensation commensurate with the extent of the Additional Services rendered
- 23 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions
- 24 Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor
- 25 Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
- 26 Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties

B 1 01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements flexibility and expandability, and any budgetary limitations and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications, and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following
 - 1. Property descriptions
 - 2. Zoning deed, and other land use restrictions
 - 3. Property, boundary, easement, right-of-way and other special surveys or data, including establishing relevant reference points
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site or hydrographic surveys with appropriate professional interpretation thereof
 - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas if not part of Engineer's services
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services the Work, or in the performance of any Contractor
- E. Furnish as appropriate other services or authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

- G Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto
- H Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I Provide as required for the Project
 - 1 Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services
 - 2 Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests
 - 3 Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4 Placement and payment for advertisement for Bids in appropriate publications
- J Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review
- K Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to accounting, bond and financial, independent cost estimating, insurance counseling and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs
- L If Resident Project Representative services are not to be provided pursuant to paragraph A 1 05.A.2 or otherwise provide a qualified representative to observe the progress and quality of the Work.
- M If Owner designates a construction manager or an individual or entity other than, or in addition to Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer
- N Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections
- O Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner prior to their incorporation into the Work with appropriate professional interpretation thereof
- P Provide inspection or monitoring services by an individual or entity other than Engineer (and disclose the identity of such individual or entity to Engineer) as Owner determines necessary to verify
 - 1 that Contractor is complying with any Laws or Regulations applicable to Contractor's performing and furnishing the Work, or
 - 2 that Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety

- Q Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to paragraphs B.2 01 O and P
- R. Perform or provide the following additional services

This is EXHIBIT C, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C 2 01 Compensation for Basic Services (other than Resident Project Representative Services) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows
- 1 For services performed or furnished under paragraph A 1 01 the Lump Sum amount of N/A after the Study and Report Phase Services are considered complete as defined in Exhibit A.
 - 2 For services performed or furnished under paragraphs A.1 02 through A.1 06 (excluding the services of the Resident Project Representative), the Lump Sum amount of Two thousand seven hundred and no/100 dollars (\$2,700 00).
 - 3 The Lump Sum compensation for services performed or furnished under paragraphs A.1 02 through A.1 06 shall be payable as follows
 - a A sum which equals 30 percent of the Lump Sum compensation payable under paragraph C 2 01 A.2, above, after the Preliminary Design Phase documents are revised and submitted to Owner (and Agency, if required)
 - b A sum which, together with the compensation provided under paragraph C 2 01.A.3 a, equals 50 percent of the Lump Sum compensation payable under paragraph C 2 01 A.2, after the Final Design Phase documents are completed and submitted to Owner and Agency
 - c A sum which, together with the compensation provided under paragraph C 2 01.A.3 a and b equals 70 percent of the Lump Sum compensation payable under paragraph C.2 01 A.2, after Final Design Phase services are considered complete as defined in Exhibit A.
 - d A sum which, together with the compensation provided in paragraphs C 2 01 A.3 a, b, and c, equals 80 percent of the Lump Sum compensation payable under paragraph C 2 01 A.2 after Bidding or Negotiating Phase services are considered complete as defined in Exhibit A.
 - e A sum equal to 15 percent of the Lump Sum compensation payable under paragraph C 2 01 A.2 will be paid for general engineering review of the Contractor’s Work during the construction period on percentage ratios identical to those approved by the Engineer as a basis upon which to make partial payments to the Contractor(s) Payments will be made on a monthly basis However payment under this paragraph will be in an amount such that the aggregate of the sums paid to the Engineer under paragraphs C 2 01 A.3 a through C 2 01 A 3 e will equal 95 percent of the Lump Sum amount stipulated in paragraph C 2 01 A.2
 - f A final payment which, together with the compensation provided in paragraphs C 2 01 A 3 a through C 2 01 A.3 e, equals 100 percent of the Lump Sum compensation payable under paragraph C.2 01 A.2 shall be made when it is determined that all services required under paragraphs A 1 02 through A.1 05

have been completed. Such payment includes payment for Post-Construction Phase services under paragraph A.1.06. Engineer remains responsible to Owner for the technical adequacy and completeness of such services.

4. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor overhead, profit, and Reimbursable Expenses.
- B. Period of Service. The compensation amount stipulated in paragraph C.2.01.A.2 is conditioned on a period of service not exceeding 6 months. Should such period of service be extended, the compensation amount for Engineer's services shall be appropriately adjusted.
- C. The ENGINEER shall provide survey services as required for this project. Fees for said services shall be lump sum and shall not exceed \$N/A for this project. Invoice will be submitted when survey is 100% complete.
- D. The ENGINEER shall provide an environmental assessment survey as required. The ENGINEER shall be compensated a lump sum fee of \$N/A for said services. The environmental assessment will be invoiced by the ENGINEER when 100% complete.

C.2.02 Compensation for Resident Project Representative Services – Lump Sum Method of Payment

- E. Owner shall pay Engineer for Resident Project Representative Services as follows:
 1. *Resident Project Representative Services*. For services of Engineer's Resident Project Representative, if any, under paragraph A.1.05 of Exhibit A, the Lump Sum amount of \$N/A. The Lump Sum includes compensation for the Resident Project Representative's services, and for the services of any direct assistants to the Resident Project Representative. Appropriate amounts have been incorporated in the Lump Sum to account for labor overhead, profit, and Reimbursable Expenses related to the Resident Project Representative's Services.
 2. The total compensation for Resident Project Representative services is predicated on the Contract Times not exceeding 120 days and such compensation shall not be exceeded without written approval of Owner and concurrence of Agency.
 3. Payment for Resident Project Representative Services shall be on a monthly basis prorated according to the percent complete of construction.
 4. Contract period is expected to be 4 months for construction. In the event the construction period exceeds 4 months and the project representative days have exceeded 30 days, the additional resident project inspection fee will be invoiced at \$50/hour to the OWNER. Such compensation shall not be invoiced without prior written approval of OWNER and concurrence of AGENCY.

This is EXHIBIT D, consisting of 4

pages referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____

Duties, Responsibilities and Limitations of Authority of Resident Project Representative

Paragraph 1 01 A of the Agreement is amended and supplemented to include the following agreement of the parties

D 1 01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants and other field staff under this Exhibit D shall provide full time representation unless representation to a lesser degree is approved by Agency
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in section A.1 05 of Exhibit A of the Agreement are applicable
- C. The duties and responsibilities of the RPR are as follows
 - 1. *General* RPR is Engineer's agent at the Site will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer
 - 2. *Schedules* Review the progress schedule, schedule of Shop Drawing and Sample submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability
 - 3. *Conferences and Meetings* Attend meetings with Contractor such as preconstruction conferences, progress meetings, job conferences and other project-related meetings and prepare and circulate copies of minutes thereof
 - 4. *Liaison*
 - a. Serve as Engineer's liaison with Contractor working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations

- c Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- 5 *Interpretation of Contract Documents* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer
- 6 *Shop Drawings and Samples*
- a Record date of receipt of Samples and approved Shop Drawings
 - b Receive Samples which are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.
 - c Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer
- 7 *Modifications* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer
- 8 *Review of Work and Rejection of Defective Work*
- a Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents
 - b Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 9 *Inspections Tests and System Startups*
- a Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - b Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof
 - c Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups
 - d Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer
- 10 *Records*
- a Maintain at the Site orderly files for correspondence reports of job conferences reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents

- b Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities decisions observations in general, and specific observations in more detail as in the case of observing test procedures and send copies to Engineer
 - c Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors subcontractors, and major suppliers of materials and equipment.
 - d Maintain records for use in preparing Project documentation.
 - e Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer
- 11 *Reports*
- a Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals
 - b Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders Obtain backup material from Contractor
 - c Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports
 - d Immediately notify Engineer of the occurrence of any Site accidents, emergencies acts of God endangering the Work, damage to property by fire or other causes or the discovery of any Constituent of Concern.
- 12 *Payment Requests* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 13 *Certificates Operation and Maintenance Manuals* During the course of the Work, verify that materials and equipment certificates operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- 14 *Completion*
- a Participate in a Substantial Completion (pre-final) inspection, and assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b Observe Contractor-arranged inspections required by Laws and Regulations applicable to the Work, including but not limited to those performed by public agencies having jurisdiction over the Work.
 - c Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - d Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D Resident Project Representative shall not

- 1 Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items)
- 2 Exceed limitations of Engineer s authority as set forth in the Agreement or the Contract Documents.
- 3 Undertake any of the responsibilities of Contractor, subcontractors suppliers, or Contractor s superintendent.
- 4 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents
- 5 Advise on, issue directions regarding, or assume control over safety practices, precautions and programs in connection with the activities or operations of Owner or Contractor
- 6 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer
- 7 Accept Shop Drawing or Sample submittals from anyone other than Contractor
- 8 Authorize Owner to occupy the Project in whole or in part.

NO _____

IN THE MATTER OF AUTHORIZING TRAVEL FOR TEREETHA RUPERT, TAX
ASSESSOR

There came on this day for consideration the matter of authorizing travel for Teretha
Rupert, Tax Assessor

After motion by Mr Lummus and second by Mr Horton this Board doth vote
unanimously to authorize Teretha Rupert to travel to Natchez, MS on October 3-6, 2011 for
the Tax Assessor's fall conference

So ordered this the 15th day of September, 2011


President

This Board doth recess until 9 A M on September 22, 2011


President