

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, Mississippi, on the 8th day of March, 2012, at 9 00 a m and present were Lynn Horton, Luke Lummus, President, R. B Davis, and Shelton Deanes Also present were Amy G Berry, Clerk of the Board, Bob Marshall, Board Attorney, and Eddie Scott, Sheriff, when and where the following proceedings were as determined to wit,

NO _____

**IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE
BOARD OF SUPERVISORS MEETING ON MARCH 8, 2012**


There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on March 8, 2012

It appears to this Board the items listed below need to be added to the agenda for further consideration and discussion

- **Floyd McKee request property owner to clean up property as authorized Section 99-5-105 of *Mississippi Code***
- **Eddie Scott requesting approval of travel**
- **Dr Raspberry music program**

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously for the said items listed above to be added to the agenda for further consideration by this Board and that such agenda be approved as amended

SO ORDERED this the 8th day of March, 2012



President

NO _____

**IN THE MATTER OF APPROVING THE REAL AND PERSONAL PROPERTY
CHANGE FORMS AS CERTIFIED BY THE TAX ASSESSOR/COLLECTOR**

There came on this day for consideration the matter of approving the real and personal property change forms as certified by the Tax Assessor/Collector

It appears the real and personal property change forms attached hereto as "Exhibit A" have been certified by the Tax Assessor/Collector as having been corrected and are being presented to this Board for approval

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to approve the real and personal property change forms as certified as having been corrected by the Tax Assessor/Collector as attached hereto as "Exhibit A"

SO ORDERED, this the 8th day of March, 2012



President

CLAY COUNTY TAX COLLECTOR
 TEREETHA RUPERT
 Personal Property Correction Slip

Assessment Number	000117000	Change Number	1
Assessment Year	2011	Change Type	CHANGE
Name and Address	SITE MASTERS CONSTRUCTION P O BOX 27 MABEN MS 39750	Date Effective	2/01/2012 8 47 35
		Date Modified	2/01/2012
		Operator ID	TRUPERT

	<u>Previous</u>	<u>Current</u>	<u>Difference</u>
Tax District	5000	5000	
Furn/Fixtures	3211	3211	
Machinery/Equip	64508	57162	7346-
Leased Equip			
Inventory			
Banks			
Debts			
Miscellaneous			
Total Value	67719	60373	7346-
Total Tax	6677 10	5952 78	724 32-

NOTE

I hereby certify that the above correction should be made by the Collector

 Assessor

I hereby certify that the above correction has been made

Paige Hamken

 Collector

I hereby certify that the above correction will be incorporated in the final settlement

Angie B. Gray

 Chancery Clerk

CLAY COUNTY TAX COLLECTOR
 TEREETHA RUPERT
 Personal Property Correction Slip

Assessment Number	000117000	Change Number	1
Assessment Year	2011	Change Type	CHANGE
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Inventory			
Banks			
Debts			
Miscellaneous			
Total Value	67719	60373	7346-
Total Tax	6677 10	5952 78	724 32-

NOTE

I hereby certify that the above correction should be made by the Collector

I hereby certify that the above correction has been made

I hereby certify that the above correction will be incorporated in the final settlement

Assessor

Paige Lambert
Collector

Ray S. Berry
Chancery Clerk

NO _____

**IN THE MATTER OF AN ERRONEOUS SALE REGARDING
PARCEL NO 088B 19A 0100200**

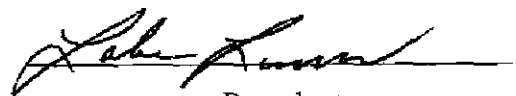
There came on this day for consideration the matter of an erroneous sale regarding Parcel No 088B 19A 0100200

It appears to this Board that Parcel No 088B 19A 0100200 inadvertently sold at the 2011 tax sale to Long Land Investments for \$ 49 11 and had been double assessed to Meghan & William Pointer and to George F Faulkner

It appears that the said parcel had been conveyed by Meghan and William Pointer to George F Faulkner by a deed on record in the Chancery Clerks office in Deed Book 265 page 132, however, the 2010 taxes were inadvertently assessed to both Meghan and William Pointer and to George F Faulkner Since the 2010 taxes were paid by Regions Mortgage on behalf of George F Faulkner, the said parcel should have never been assessed to Meghan and William Pointer and sold at the 2011 tax sale to Long Land Investments

After motion by R B Davis and second by Lynn Horton this Board doth vote unanimously to void the erroneous sale of 2010 taxes assessed to Meghan & William Pointer in error and sold at the 2011 Tax Sale to Long Land Investments for \$49 11 and the said funds should be refunded to Long Land Investments

SO ORDERED, this the 8th day of March, 2012


President

IN CONSIDERATION OF ONE HUNDRED TWENTY FIVE DOLLARS AND 06 CENTS RECEIVED FROM RICHARD & SHELLA FAULKNER PO BOX 383 WEST POINT, MS 39773 the amount necessary to redeem the following described Property COUNTY

Table with columns: DESCRIPTION OF PROPERTY, DEED BK/PG, SEC., TWP., RANGE, ACRES. Row 1: S 19 T 17 R 08 PT SW 1/4 NE 1/4 DB 252/16, 252/16, 19, 17, 08E, 60

088B 19A 0100200 TAX SALE / DIST 2010 CITY 0 SCHL 1

assessed to POINTER MEGHAN & WILLIAM and sold to LONG LAND INVESTMENT at delinquent tax sale on the 29th day of August, 2011, for taxes thereon for the year 2010 the said land is hereby released from all claim or title of state or purchaser under said tax sale, in accordance with section 27-45-3, Mississippi Code of 1972 (as amended)

Witness my hand & official seal of office, this the 29th day of February, 20

AMY G BERRY Chancery Clerk

BY _____ D C

(BE SURE TO HAVE YOUR CHANCERY CLERK RECORD THIS RELEASE)

STATEMENT OF AMOUNT NECESSARY TO REDEEM ID #. 8192

Main table with 4 sections: I DELINQUENT TAXES & FEES DUE INDIVIDUAL OR STATE PURCHASER; II DAMAGES, FEES, & ACCRUED TAXES DUE TO COUNTY; III FEES DUE TO COUNTY OFFICIALS; IV AMOUNT TO RECEIVE FROM REDEEMER. Includes line items 1-35 and totals.

I Certify that the above is a true and correct statement of amount necessary to redeem said property, on this the 29th day of February, 2012

AMY G BERRY Chancery Clerk

BY _____ D C

Handwritten notes: 2010 + 2011 mail b/o voided Refund 2010 to Shella Faulkner

Exhibit A

NO _____


**IN THE MATTER OF AUTHORIZING THE PRESIDENT TO SIGN A CONTRACT
WITH MS COURT COLLECTIONS TO COLLECT DELINQUENT JUSTICE COURT
FINES**

There came on this day for consideration the matter of authorizing the President to sign a contract with MS Court Collections to collect delinquent Justice Court fines

It appears to this Board as attached hereto as "Exhibit A" a contract with MS Court Collections to assist in the collections of the delinquent Justice Court Fines. It further appears to this Board there is an imperative need for collection assistance on the collection of delinquent Justice Court fines and that such assistance should be given on any Justice Court fine that is 120 days or more past due as provided in this contract as attached hereto as "Exhibit A"

After motion by Lynn Horton and second by Shelton Deanes this Board doth authorize the President to execute the contract as attached hereto as "Exhibit A" with MS Court Collections Inc to assist in the collection of all delinquent Justice Court fines

SO ORDERED this the 8th day of March, 2012



President

**CONTRACT FOR THE COLLECTION OF INDEBTEDNESS FOR
JUSTICE COURT IN CLAY COUNTY, MISSISSIPPI**

THIS AGREEMENT was made and entered into by and between CLAY COUNTY, MISSISSIPPI (hereinafter referred to as CLAY COUNTY) and MISSISSIPPI COURT COLLECTIONS INC , (hereinafter described as MCC) for the collection of delinquent indebtedness to the CLAY COUNTY Mississippi For and in consideration of the mutual obligations set forth herein, both parties agree to the following

- 1 **Purpose of the contract** The purpose of this contract shall be the collection of delinquent indebtedness owed by individuals to CLAY COUNTY,

- 2 **Definitions.**
 - a **Delinquent indebtedness** Delinquent indebtedness is any debt owed by an individual or corporation to CLAY COUNTY, Mississippi, that remains unpaid, either in whole or in part, more than one hundred twenty (120) days past the date by which payment was to be made or after the date the last payment was made

 - b **Individual** An individual is a person or a corporation who has been assessed an amount due to the county In cases where amounts have been levied against a group of defendants both jointly and severally, any one of the defendants is an individual for purposes this contract

- 3 **Time for performance of the Contract.** The time for performance of this contract shall be from the date of entry by both parties until and including December 31, 2015, after which date all collection efforts under this contract shall cease unless and until renewed by CLAY COUNTY However, any fees for collection earned by MCC under the terms of this contract by the close of business on December 31, 2015, shall be payable by CLAY COUNTY

- 4 **Obligations of MCC**
 - a. MCC shall engage in the collection of any delinquent indebtedness owed to CLAY COUNTY using lawful methods and means, however, acting within that restriction, MCC retains the sole right to control and determine the method and means of performing the above services

 - b. MCC, at its own expense, may employ such assistants as it deems

appropriate for the carrying out of this agreement, these assistants will be deemed employees of MCC and not employees of CLAY COUNTY for all purposes. MCC will be solely responsible for paying the wages or salary of such assistants as well as any expense attributable to such assistants including income taxes, unemployment insurance, social security taxes, and any other benefit related to employment.

- c MCC will provide, at its own expense, any and all equipment, tools, and supplies necessary to perform the above services and will be responsible for all other expenses required for the performance of the above services.
- d The entire amount of any cash, checks, and other forms of payment collected or received by MCC shall not be reduced by any collection costs or fees and shall be remitted to the appropriate clerk of CLAY COUNTY, Mississippi, within thirty (30) days of receipt by MCC together with an itemized statement concerning or explaining all funds collected or received.
- e MCC shall post a bond or other surety payable to CLAY COUNTY, Mississippi, in the amount of \$50,000.00, which is the amount the Board of Supervisors of CLAY COUNTY deems sufficient for purposes of this contract and in satisfaction of the appropriate statute(s) and Regulations promulgated by the Mississippi State Auditor.
- f MCC shall meet all licensing requirements for doing business in the State of Mississippi.
- g MCC shall comply with the Official Regulations concerning Contracts with Private Collection Agents established and promulgated by the Mississippi Department of Audit.

5 **Obligations of CLAY COUNTY**

- a CLAY COUNTY shall make available any and all records of its Justice Court necessary for the collection of delinquent indebtedness as defined by this contract.
- b Once each month, CLAY COUNTY shall provide a complete list of any indebtedness that remains unpaid, either in whole or in part, more than one hundred twenty (120) days past the date by which payment was to be made or after the date the last payment was

made. The list shall be in digital format if it is possible to make it available for direct entry into a computer database program, if not or if providing the list in digital format is too costly, then the list may be provided in printed format.

- c. CLAY COUNTY shall maintain and provide to MCC and to the Board of Supervisors for CLAY COUNTY an inventory of any payment collected or received by the Clerk of the Justice Court was submitted to MCC for collection not later than the 10th day of the month following the month in which payment was received by the Clerk of the Justice Court.
- d. Upon receipt of an inventory described in paragraph 5 c above, or upon receipt of an itemized statement described in paragraph 4 d above, CLAY COUNTY shall compensate MCC at the following rates:
 - 1. For any amount collected by MCC over the entire period of the contract, CLAY COUNTY shall compensate MCC at the rate of 28% of the amount collected.
- e. CLAY COUNTY shall pay the compensation due to MCC once a month beginning the first full month after entry of this contract for any amounts due for the previous month.
- f. CLAY COUNTY shall make all records of the Justice Court available to MCC or its authorized representative for audit purposes upon giving of reasonable notice to the Clerk of the Justice Court, such disclosure of records to MCC or its authorized representative shall be done in such a manner as to minimize any possible interference with the operation of the Justice Court, yet allow an auditor for MCC to confirm the amounts due MCC. The right of MCC or its authorized representative to audit these records shall continue for one year past the termination of this contract. A copy of the results of the audit shall be provided to CLAY COUNTY.

6 **Other clients** MCC reserves the right to perform similar services for other clients.

7 **Miscellaneous provisions**

- a. This contract represents the entire agreement by and between the parties and there are no oral or other agreements or understandings between

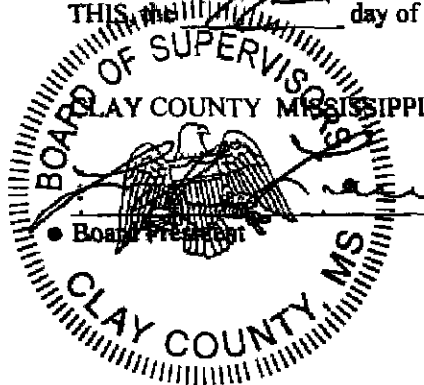
them

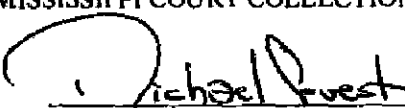
- b Each person signing this agreement on behalf of a party warrants that he or she is duly authorized by law or corporate resolution to act on behalf of the party represented.
- c Each party shall be responsible for making such minute entries as is necessary for the legal ratification of this agreement.
- d Neither CLAY COUNTY nor any officer or employee of CLAY COUNTY shall be liable, civilly or criminally, for any wrongful or unlawful act or omission of MCC or of any employee or representative of MCC
- e This contract is governed by and subject to the laws of the State of Mississippi
- f If part of this Agreement shall be held to be unenforceable, this agreement shall be construed as if it never contained the unenforceable part
- g Either party's waiver of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision

ENTERED on behalf of MISSISSIPPI COURT COLLECTIONS, INC , by Michael P Guest, President, and Sharon C Jernigan, Vice-President

ENTERED on behalf of CLAY COUNTY, MISSISSIPPI, by the members of the Board of Supervisors of CLAY COUNTY, Mississippi

THIS 22nd day of March 2012

 MISSISSIPPI COURT COLLECTIONS, INC


Michael P Guest, MCC President

*

NO _____

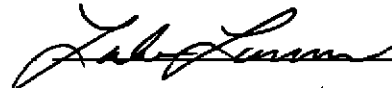
**IN THE MATTER OF AUTHORIZING THE PRESIDENT TO EXECUTE THE FIVE (5)
NRCS WATERSHED PROJECT AGREEMENTS**

There came on this day for consideration the matter of authorizing the Board President to execute the five (5) NRCS Watershed project agreements

It appears to this Board the National Resource of Conservation Services is requesting this Board to approve the five (5) NRCS Watershed Project Agreements as attached hereto as "Exhibits A, B, C, D, and E" Additionally, it further appears to this Board by the approving of the attached Exhibits, NRCS will reimburse to the County 85% of the cost of the project with the federal funds received

After motion by Shelton Deanes and second by R B Davis this Board does authorize the President to execute the five (5) NRCS Watershed Project Agreements as attached hereto as "Exhibits A, B, C, D, and E"

SO ORDERED, this the 8th day of March, 2012



President



Natural Resources Conservation Service
2655 Traceland Drive
Tupelo MS 38801
Telephone 662 840 6475
Fax 662 844-4465

Subject Line Creek
Clay County, MS

Date February 2, 2012

To Steve Holman
District Conservationist
NRCS, West Point, MS

File Code 120-11-11-13

Please provide the Clay County Board of Supervisors with the following documents for the subject EWP

- Approved EWP Site Agreement Package Instructions and Checklist for Sponsors
- Application for Emergency Work
- 2 Original Reimbursable Agreements
- Attachments A and B
- Assurances Relating to Real Property Acquisition (ADS-78)
- SAMPLE Title of Opinion
- Financial Management Plan
- Drug Free Certification
- Standards of Conduct
- Operation and Maintenance Agreement and Plan

When the agreement has been properly executed, please ensure that the entire unstapled package is returned to my office. After we have checked the package, it will be forwarded to the State Office for signatures.

Please advise if additional information is needed.

Marshall McLaughlin
Design Engineer

Attachment

cc Tom Heard, Area Conservationist, NRCS, Tupelo, MS
Terry Myers, District Conservationist, NRCS, Batesville, MS

4

THE NIT... (faint header text)

Exhibit A

Approved EWP Site Agreement Package Instructions and Checklist
for Sponsors
Locally Led Contract

Sponsor Clay County Board of Supervisors

EWP Site Name Line Creek

The EWP site listed above that you submitted has been approved for funding by NRCS. In order to efficiently move forward with the requirements associated with this site being approved, the following checklist has been developed to assist you (the sponsor) in providing NRCS with the required items needed to ensure continued funding and project completion. Failure to provide the items listed below will delay the start of your project and could result in the termination of project funding if applicable deadlines are not met.

Attached behind this checklist are the following items that will need to be properly filled out and the originals returned to NRCS. Please use this checklist as a guide to ensure that the documents are completed according to the instructions given and that you have completed each required document.

Document Checklist and Instructions

___ 1 Application for Emergency Work This is a single page document that you should have submitted along with your initial EWP Site Qualification Checklist in order for NRCS to review the site. Please verify that you have submitted this form for each site. If not, this form needs to be signed by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

___ 2 Project Agreement (Complete Copy 1) There should be two complete 6 page copies of the locally led project agreement in this set of documents. Both copies will need to be filled out exactly the same. Once we receive both copies, our State Conservationist will sign and execute both copies and mail the sponsor one set of the original signed project agreement back for your records. On page 6, the project agreement needs to be signed by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

___ 3 Project Agreement (Complete Copy 2) This second copy of the project agreement should be filled out exactly like the first copy. We will need both signed copies back.

___ 4 Attachment A - Special Provisions This five page document lists the special provisions attached to the project agreement. The sponsor needs to read these and return them as is.

____ **5 Attachment B** This eight page document lists additional items attached to the project agreement. The sponsor needs to read these and return them as is.

____ **6 NRCS-ADS-78** This two page document should be signed on page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **7 Title of Opinion** Attached with this package is a sample title of opinion letter which is simply an example of what a title of opinion looks like. Your city attorney or county attorney must copy the sample letter's paragraph onto the attorney's official letterhead and sign it. The attorney is certifying that the sponsor has acquired the temporary easements necessary for a contractor to complete the project.

____ **8 Financial Management** This is a two page document which should be signed on page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **9 Certification Regarding Drug-Free Workplace** This is a three page document that should be signed on page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects).

____ **10 Standards of Conduct** This is a one page document that needs to be signed by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **11 Operation and Maintenance Agreement** This three page agreement should be signed on page 3 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **12 Operation and Maintenance Plan** This two page document should simply be reviewed by the sponsor and returned.

____ **13 SF-424D Assurances - Construction Programs** This two page document should be signed on bottom of page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects).

Keep in mind that there are deadlines associated with this project funding and each project must be completed within 220 days of funding. So your prompt return of the above documents will prevent loss of funding and ensure that the project is completed in the 220 day timeframe.

Please return this completed checklist along with all of the properly filled out documents listed above to the following address:

Natural Resources Conservation Service
ATTN: Nick Specker
2655 Traceland Drive
Tupelo, MS 38801

APPLICATION FOR EMERGENCY WORK

TO Homer Wilkes State Conservationist
USDA Natural Resources Conservation Service
Suite 1321, Federal Building
100 West Capitol Street
Jackson MS 39269

THROUGH Tom Heard
Area Conservationist
USDA NRCS
2655 Traceland Drive
Tupelo MS 38801

The undersigned local organization makes application for federal assistance under applicable authorities of the Flood Control Act and as amended by Section 216 of the Flood Control Act of 1950 Public Law 81-516(33 USC 701b 1)

The following information is submitted in support of the application

1 LOCATION County Clay

Watershed Line Creek

2 PROJECT(S) NAME Line Creek (See Attachment)

3 NATURE AND SCOPE OF THE PROBLEMS AND ASSISTANCE NEEDED (See Section 12 22(b) of the National Watershed Manual)

Problem Heavy Rains May 1 and 2, 2010 caused downed timber in Line Creek
Assistance Needed Channel in Sections 23, 26, and 27, T17N, R5E and Sections 28, 29, 30, and 33, T20N, R5E in Clay County


4 EXTENT OF LOCAL PARTICIPATION (Furnishing landrights and carrying out maintenance in addition to their 15% cost-share participation)

\$351 220 00
\$61,980 00
\$413 200 00

5 ENVIRONMENTAL CONSIDERATIONS Please refer to the Environmental Evaluation Worksheet for Environmental considerations

6 RECOMMENDED PRIORITY OF WORK This applies primarily to organized watersheds that are applying for several different types of repair work It may apply to some group work outside organized watersheds)

7 ~~With the~~ signature of the undersigned sponsoring local organization on the dates shown

Clay County Board of Supervisors
Sponsor

Address P.O. Box 815
West Point, MS 39073

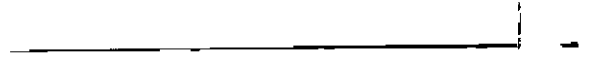
This action was approved at an official meeting of Clay County Board of Supervisors on 3/8/12 State of Mississippi

Attest [Signature]
(Signature of Secretary)

Address P.O. Box 815
West Point, MS 39073

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13



UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT
LOCALLY LED CONTRACTING

This agreement is entered into by and between **United States Department of Agriculture, Natural Resources Conservation Service** hereinafter referred to as **NRCS** and **Clay County Board of Supervisors**, referred to as the **Sponsor** and the **Contracting Local Organization**

WITNESSETH THAT

WHEREAS, under the provisions of Section 216 of the Flood Control Act of 1950 Public Law 81-516, 33 U S C 701b-1 and Section 403 of the Agricultural Credit Act of 1978 Public Law 95-334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127 16 U S C 2203 (CFDA 10 923) NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of watershed, and

WHEREAS, NRCS and the Sponsors agree to install emergency watershed protection measures to relieve hazards created by a storm on May 1-2, 2010

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows

- A **It is agreed** that the following described work is to be performed at an estimated cost of **\$413,200 00**

DSR Number(s)

28010251001

Description of Work

Line Creek

Remove debris from the creek

20

B The Sponsor will

- 1 Provide 15 percent of the cost for the emergency watershed protection measures described in Section A. This cost to the sponsor is estimated to be \$61,980 00
- 2 Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with NRCS programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans for works of improvement will be reviewed and approved by a Professional Engineer registered in State of Mississippi, prior to submittal to NRCS.
- 3 Provide in-kind contribution of design, construction inspection, and contract administration.
- 4 Designate an individual to serve as liaison officer between the Sponsor and NRCS listing his or her duties responsibilities, and authorities. Furnish this information in writing to NRCS.
- 5 Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising for construction. Certification will be provided on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. An Attorney's opinion as to the adequacy of landrights is required.
- 6 Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.
- 7 Contract for engineering services, professional services, and construction of the emergency watershed protection measures described in Section A in accordance with 7 CFR 3016.36, applicable state requirements and the Sponsor's procurement regulations. The Sponsor will provide NRCS a copy of each solicitation (Invitation for Bids, Request for Quotations) bid abstract, and awarded contract.
- 8 Issue an invitation for bids, which is to contain NRCS requirements including Form NRCS-AS-43, drawings and specifications, and Contracting Local Organization requirements.
- 9 Receive, protect and open bids. Determine the lowest qualified bidder, and with written concurrence of the State Administrative Officer, make award.
- 10 Comply with the requirements of the provisions included in Attachment A to this agreement. If applicable complete the attached "Clean Air and Water Certification" included in Attachment A.

A

- 11 Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in *Attachment B* to this agreement
- 12 Provide copies of site maps to appropriate Federal and State agencies for environmental review Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures
- 13 Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project
- 14 Pay the contractor as provided in the contract(s) Submit billings for reimbursement of incurred costs to NRCS on Form SF-270, Request for Advance or Reimbursement The request will be supported by documents that will permit NRCS to reasonably assure itself that such costs were adequately documented and incurred for the NRCS cost-shared items of work described in Section A of this agreement
- 15 Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208 EFT procedures will comply with USDA National Finance Center (NFC) requirements
- 16 Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of contract(s) awarded under this agreement This includes but is not limited to, disputes claims protests of award, source selection and evaluation and litigation that may result from the project Such actions will be at the expense of the sponsor including legal expenses
- 17 Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement
- 18 Arrange for and conduct final inspection of completed emergency watershed protection measures Provide a certification statement to NRCS that the project was installed in accordance with contractual requirements and the terms of this agreement
- 19 Upon completion and acceptance of all work, when provided by the terms of the contract obtain a written release form from the contractor of all claims against the Contracting Local Organization arising by virtue of the contract
- 20 Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance (**in accordance with the Operation and Maintenance Agreement**)

- 21 Be responsible for all administrative expenses necessary to arrange for and carry out the works of improvement described in Section A. These administrative matters include but shall not be limited to facilities, clerical expenses, and legal counsel, including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters
- 22 If needed, upon completion of emergency protection measures and the elimination of the threat take action to bring the measures up to reasonable standards by other means and/or authority. Unless the measures are brought up to reasonable standards, the sponsor will not be eligible for future funding under the Emergency Watershed Protection Program
- 23 Administer action under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-133 and other Rules referenced in 7 CFR 3015
- 24 Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit examination, excerpts, and transcripts
- 25 The attached assurances and certification (SF-424D) are hereby incorporated in this award

C NRCS will

- 1 Provide 85 percent of the construction cost for the emergency watershed protection measures described in Section A. This cost to NRCS is estimated to be \$351,220.00
- 2 Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will periodically check progress and agreement compliance by the Sponsor, and provide advice and counsel as needed
- 3 Review and concur with construction plans as identified in Section B of this agreement
- 4 Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 Request for Advance or Reimbursement, with supporting documentation
- 5 Upon notification of the completion of construction NRCS shall promptly review the performance of the Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed

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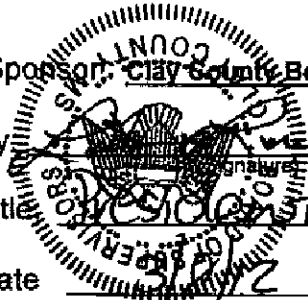
- 6 Designate an individual to serve as liaison officer between the NRCS and the sponsor. The NRCS engineer assigned to the project will serve in this position. The major duties, responsibilities and authorities of the liaison officer will be to assist in the final inspection, certify along with the Sponsor's Professional Engineer when all work has been completed according to the specifications and drawings. Review and approve SF-270 and supporting documents for reimbursement to the Sponsor.

D It is mutually agreed that

- 1 This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded. All work required under this agreement must be completed by **August 31, 2012**.
- 2 The contracts for design services and construction described in Section A will not be awarded to the Sponsor or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.
- 3 In the event of contractor default, any additional funds properly allocable as construction costs required to ensure completion of the project described in Section A are to be contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected for the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
- 4 This agreement may be amended as mutually agreed by written amendment duly executed by authorized officials of the signatory parties to this agreement.
- 5 The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
- 6 This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
- 7 NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

- 8 No member of or delegate to Congress or Resident Commissioner shall be admitted to any share of part of this agreement, or to any benefit that may arise there from, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit
- 9 By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws rules, regulations, and policies

Sponsor: Clay County Board of Supervisors
 By: [Signature]
 Title: President
 Date: 2/28/12



This action authorized at an official meeting of
Clay County on the 24 day of
~~Board of Supervisors~~
March 20R. at
Clay County Courthouse
 State of Mississippi

ATTEST
[Signature]
 (Signature)
Chancery Clerk
 (Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
 By _____
 Title _____
 Date _____

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT
LOCALLY LED CONTRACTING

This agreement is entered into by and between United States Department of Agriculture, Natural Resources Conservation Service hereinafter referred to as NRCS and Clay County Board of Supervisors, referred to as the Sponsor and the Contracting Local Organization

WITNESSETH THAT

WHEREAS, under the provisions of Section 216 of the Flood Control Act of 1950, Public Law 81-516 33 U S C 701b-1, and Section 403 of the Agricultural Credit Act of 1978, Public Law 95-334 as amended by Section 382 of the Federal Agriculture Improvement and Reform Act of 1996 Public Law 104-127, 16 U S C 2203 (CFDA 10 923), NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of watershed and

WHEREAS, NRCS and the Sponsors agree to install emergency watershed protection measures to relieve hazards created by a storm on May 1-2, 2010

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows

- B It is agreed that the following described work is to be performed at an estimated cost of \$413,200 00

DSR Number(s)

28010251001

Description of Work

Line Creek

Remove debris from the creek

B The Sponsor will

- 1 Provide 15 percent of the cost for the emergency watershed protection measures described in Section A. This cost to the sponsor is estimated to be \$61,980 00
- 2 Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with NRCS programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans for works of improvement will be reviewed and approved by a Professional Engineer **registered in State of Mississippi**, prior to submittal to NRCS.
- 3 Provide in-kind contribution of design, construction, inspection and contract administration.
- 4 Designate an individual to serve as liaison officer between the Sponsor and NRCS listing his or her duties, responsibilities and authorities. Furnish this information in writing to NRCS.
- 5 Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising for construction. Certification will be provided on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. An Attorney's opinion as to the adequacy of landrights is required.
- 6 Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights permits, and licenses needed for the emergency watershed protection measures described in Section A.
- 7 Contract for engineering services, professional services, and construction of the emergency watershed protection measures described in Section A in accordance with 7 CFR 3016.36, applicable state requirements and the Sponsor's procurement regulations. The Sponsor will provide NRCS a copy of each solicitation (Invitation for Bids, Request for Quotations) bid abstract and awarded contract.
- 8 Issue an invitation for bids, which is to contain NRCS requirements including Form NRCS-AS-43, drawings and specifications, and Contracting Local Organization requirements.
- 9 Receive, protect and open bids. Determine the lowest qualified bidder and with written concurrence of the State Administrative Officer make award.
- 10 Comply with the requirements of the provisions included in Attachment A to this agreement. If applicable, complete the attached "Clean Air and Water Certification" included in Attachment A.

- 11 Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in *Attachment B* to this agreement
- 12 Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures
- 13 Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project
- 14 Pay the contractor as provided in the contract(s). Submit billings for reimbursement of incurred costs to NRCS on Form SF-270, Request for Advance or Reimbursement. The request will be supported by documents that will permit NRCS to reasonably assure itself that such costs were adequately documented and incurred for the NRCS cost-shared items of work described in Section A of this agreement
- 15 Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. EFT procedures will comply with USDA National Finance Center (NFC) requirements
- 16 Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of contract(s) awarded under this agreement. This includes but is not limited to, disputes, claims, protests of award, source selection and evaluation and litigation that may result from the project. Such actions will be at the expense of the sponsor including legal expenses
- 17 Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement
- 18 Arrange for and conduct final inspection of completed emergency watershed protection measures. Provide a certification statement to NRCS that the project was installed in accordance with contractual requirements and the terms of this agreement
- 19 Upon completion and acceptance of all work, when provided by the terms of the contract obtain a written release from the contractor of all claims against the Contracting Local Organization arising by virtue of the contract
- 20 Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance (**in accordance with the Operation and Maintenance Agreement**)

- 21 Be responsible for all administrative expenses necessary to arrange for and carry out the works of improvement described in Section A. These administrative matters include but shall not be limited to facilities, clerical expenses, and legal counsel, including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.
- 22 If needed, upon completion of emergency protection measures and the elimination of the threat, take action to bring the measures up to reasonable standards by other means and/or authority. Unless the measures are brought up to reasonable standards, the sponsor will not be eligible for future funding under the Emergency Watershed Protection Program.
- 23 Administer action under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-133, and other Rules referenced in 7 CFR 3015.
- 24 Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.
- 25 The attached assurances and certification (SF-424D) are hereby incorporated in this award.

C NRCS will

- 1 Provide 85 percent of the construction cost for the emergency watershed protection measures described in Section A. This cost to NRCS is estimated to be \$351,220.00.
- 2 Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will periodically check progress and agreement compliance by the Sponsor, and provide advice and counsel as needed.
- 3 Review and concur with construction plans as identified in Section B of this agreement.
- 4 Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement, with supporting documentation.
- 5 Upon notification of the completion of construction, NRCS shall promptly review the performance of the Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed.

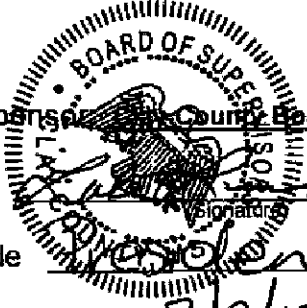
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- 6 Designate an individual to serve as liaison officer between the NRCS and the sponsor. The NRCS engineer assigned to the project will serve in this position. The major duties, responsibilities and authorities of the liaison officer will be to assist in the final inspection, certify along with the Sponsor's Professional Engineer when all work has been completed according to the specifications and drawings. Review and approve SF-270 and supporting documents for reimbursement to the Sponsor.

D It is mutually agreed that

- 1 This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded. All work required under this agreement must be completed by **August 31, 2012**.
- 2 The contracts for design services and construction described in Section A will not be awarded to the Sponsor or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.
- 3 In the event of contractor default, any additional funds properly allocable as construction costs required to ensure completion of the project described in Section A are to be contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected for the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
- 4 This agreement may be amended as mutually agreed by written amendment duly executed by authorized officials of the signatory parties to this agreement.
- 5 The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
- 6 This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
- 7 NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

- 8 No member of or delegate to Congress or Resident Commissioner shall be admitted to any share of part of this agreement or to any benefit that may arise there from, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit
- 9 By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws rules, regulations, and policies



 Sponsoring Agency Clay County Board of Supervisors

 By [Signature]

 Title President

 Date 3/8/12

This action authorized at an official meeting of

Clay County on the 8th day of

March 2012 at

Clay County Court House

 State of Mississippi

ATTEST

[Signature]

 (Signature)

Chancery Clerk

 (Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By _____

 Title _____

 Date _____

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ATTACHMENT A - SPECIAL PROVISIONS

- I DRUG-FREE WORKPLACE CERTIFICATION
- II CERTIFICATION REGARDING LOBBYING
- III CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS
- IV CLEAN AIR AND WATER CERTIFICATION
- V ASSURANCES AND COMPLIANCE
- VI EXAMINATION OF RECORDS

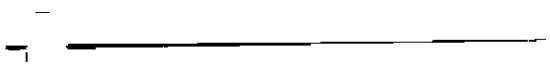
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ATTACHMENT A SPECIAL PROVISIONS

The signatories (grantee recipient sponsor or cooperator) agrees to comply with the following special provisions which are hereby attached to this agreement

I Drug Free Workplace

By signing this agreement, the recipient is providing the certification set out below. If it is later determined that the recipient knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15)

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence or both by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees, (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant, and (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces)

Certification

A. The grantee certifies that it will or will continue to provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition

(b) Establishing an ongoing drug free awareness program to inform employees about:

- (1) The danger of drug abuse in the workplace
- (2) The grantee's policy of maintaining a drug free workplace
- (3) Any available drug counseling, rehabilitation, and employee assistance programs, and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)

(d) Notifying the employee in the statement required by paragraph 9a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement, and
- (2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction

(e) Notifying NRCS in writing within ten calendar days after receiving notice under paragraph 9(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions within 30 calendar days of receiving notice under paragraph (d)(2) with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee up to and including termination consistent with the requirements of the Rehabilitation Act of 1973 as amended or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State or local health law enforcement or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a) (b) (c) (d) (e) and (f)

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency

B The recipient may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement

II Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,000)

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the recipient to any person for influencing or attempting to influence an officer or employee of an agency Member of Congress and officer or employer of Congress or a Member of Congress in connection with the awarding of any Federal contract the making of any Federal grant the making of any Federal loan the entering into of any cooperative agreement and the extension continuation renewal amendment or modification of any Federal contract grant loan or cooperative agreement

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract grant loan or cooperative agreement the undersigned shall complete and submit Standard Form LLL Disclosure Form to Report Lobbying in accordance with its instructions

(3) The recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts subgrants and contracts under grants loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

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

III Certification Regarding Debarment, Suspension, and Other Responsibility matters Primary Covered Transactions (7 CFR 3017)

(1) The recipient certifies to the best of its knowledge and belief that it and its principals

(a) Are not presently debarred suspended proposed for debarment declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining attempting to obtain or performing a public (Federal, state or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement theft forgery bribery falsification or destruction of records making false statements or receiving stolen property

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification and

(d) Have not within a three year period preceding this application/proposal has one or more public transactions (Federal State or local) terminated for cause or default

(2) Where the primary recipient is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this agreement

IV Clean Air and Water Certification (Applicable if this agreement exceeds \$100 000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U S C 1857c 8(c)(1) or the Federal Water Pollution Control Act (33 U S C 1319(c)) and is listed by EPA or is not otherwise exempt)

The recipient signatory to this agreement certifies as follows

(a) Any facility to be utilized in the performance of this proposed agreement is _____ is not _____ listed on the Environmental Protection Agency List of Violating Facilities

(b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS of the receipt of any communication from the Director Office of Federal Activities U S Environmental Protection Agency indicating that any facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities

(c) To include substantially this certification including this subparagraph (c) in every nonexempt subagreement

Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100 000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U S C 1857c 8(c)(1) or the Federal Water Pollution Control Act (33 U S C 1319(c)) and is listed by EPA or the agreement is not otherwise exempt)

A The recipient agrees as follows

(1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U S C 1857, et seq , as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U S C 1251 et seq as amended by Public Law 92-500) respectively relating to inspection, monitoring, entry reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS

(2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing

(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed

(4) To insert the substance of the provisions of this clause in any nonexempt subagreement including this subparagraph A (4)

B The terms used in this clause have the following meanings

(1) The term 'Air Act' means the Clean Air Act, as amended (42 U S C 1857 et seq as amended by Public Law 91 604)

(2) The term 'Water Act' means Federal Water Pollution Control Act as amended (33 U S C 1251 et seq as amended by Public Law 92 55)

(3) The term 'clean air standards' means any enforceable rules regulations, guidelines standards limitations, orders controls prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738 an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U S C 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d) respectively, of the Air Act (42 U S C 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U S C 1857c-7(d))

(4) The term "clean water standards" means any enforceable limitation control condition prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act

(33 U S C 1342) or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U S C 1317)

(5) The term 'compliance' means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

(6) The term 'facility' means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collated in one geographical area.

V Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, and 3052 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI Examination of Records

Give the NRCS or the Comptroller General through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

ATTACHMENT B

- I EQUAL OPPORTUNITY (SCS-AS-83)
- II EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION)
(SCS-AS-83)
- III NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS
FOR CERTIFICATIONS OF NONSEGREGATED
FACILITIES
- IV NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION
CONTRACTORS
- V NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES
- VI CERTIFICATION OF NONSEGREGATED FACILITIES (SCS-AS-818)
- VII STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE
ORDER 11246)

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ATTACHMENT B SPECIAL PROVISIONS

CONSTRUCTION

I - EQUAL OPPORTUNITY

The Contracting Local Organization agrees to incorporated or cause to be incorporated into any contract for construction work or modification thereof as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60 which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant contract loan, insurance or guarantee or undertaken pursuant to any Federal program involving such grant contract loan insurance or guarantee the following Equal Opportunity (Federally Assisted Construction) clause

II - EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract, the Contractor agrees as follows

1 The Contractor will not discriminate against any employee or applicant for employment because of race color religion sex, or national origin The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race color, religion sex, or national origin Such action shall include but not be limited to the following Employment upgrading demotion or transfer recruitment or recruitment advertising layoff determination rates of pay or other forms of compensation and selection for training including apprenticeship The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause

2 The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race color religion sex, or national origin

3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment

4 The Contractor will comply with all provisions of Executive Order No 11246 of September 24 1965 and of the rules regulations and relevant orders of the Secretary of Labor

5 The Contractor will furnish all information and reports required by Executive Order No 11246 of September 24 1965, and by the rules regulations and orders of the Secretary of Labor or pursuant thereto and will permit access to his books records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules regulations and orders

6 In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules regulations or orders this contract may be canceled terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No 11246 of September 24 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No 11246 of September 24 1965, or by rule regulation, or order of the Secretary of Labor or as provided by law

7 The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24 1965 so that such provisions will be binding upon each subcontractor or vendor The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance Provided however that in the event a Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States

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The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work. Provided however that if the Contracting Local Organization so participating is a State or local government the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations and relevant orders of the Secretary of Labor that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965 with a Contractor debarred from or who has not demonstrated eligibility for Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization; and refer the case to the Department of Justice for appropriate legal proceedings.

III - NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required as follows:

IV - NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

(a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:

V - NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

VI - CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption the term 'segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he/she will retain such certifications in his/her files.

NOTE- The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

Contractor

Signature

Title Date

VII - STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

(EXECUTIVE ORDER 11246)

- 1 As used in these specifications
- a "Covered area" means the geographical area described in the solicitation from which this contract resulted
 - b Director means Director Office of Federal Contract Act Compliance Program United States Department of Labor or any person to whom the Director delegates authority
 - c Employer identification number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return U.S. Treasury Department Form 941
 - d Minority includes
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
 - (ii) Hispanic (all persons of Mexican Puerto Rican Cub Central or South American or other Spanish Culture or origin regardless of race)
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East Southeast Asia the Indian Subcontinent or the Pacific Islands) and
 - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification)
- 2 Whenever the Contractor or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted
- 3 If the Contractor is participating (pursuant to 41 CFR 60.4-5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables
- 4 The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7 a through 7 p of these specifications The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed Goals are published periodically in the *Federal Register* in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers The Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified
- 5 Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications Executive Order 11246 or the regulations promulgated pursuant thereto

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- 6 In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7 The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites and in all at which the Contractor's employees are assigned to work. The Contractor where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in a file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7 b. above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review at least annually, the company's EEO policy and its affirmative action obligations under these specifications with all employees having any responsibility for hiring, assessment, layoff, termination or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Fore, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipate doing business.

- l Direct its recruitment efforts both oral and written to minority female and community organizations to schools with minorities and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other training by any recruitment sources the Contractor shall send written notification to organizations such as the above describing the openings screening procedure and tests to be used in the selection process
 - j Encourage present minority and female employees to recruit other minority persons and women and where reasonable provide after school summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce
 - k Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3
 - l Conduct at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for through appropriate training etc such opportunities
 - m Ensure that seniority practices job classification work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out
 - n Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes
 - o Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers including circulation of solicitations to minority and female contractor associations and other business associations
 - p Conduct a review at least annually of all supervisors adherence to and performance under the Contractor's EEO policies and affirmative action obligations
- 8 Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7 a through 7 p). The efforts of a contractor association joint contractor union contractor community or other share group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under Paragraphs 7 a through 7 p of these Specifications provided that the Contractor actively participates in the group makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply however is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance
- 9 A single goal for minorities and a separate single goal for women have been established. The Contractor however is required to provide equal employment opportunity and to take affirmative action for all minority groups both male and female and all women both minority and nonminority. Consequently the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example even though the Contractor has achieved its goals for women generally the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized)
- 10 The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race color religion sex or national origin
- 11 The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246
- 12 The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246 as amended and its implementing regulations by

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the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.

- 13 The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easy understandable and retrievable form however to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- 14 The Contractor in fulfilling its obligations under these specifications shall implement specific affirmative action steps at least as extensive as those standards prescribed in Paragraph 7 of these specifications so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.
- 15 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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ASSURANCES RELATING TO
REAL PROPERTY ACQUISITION

A PURPOSE - This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U S Department of Agriculture which is required in connection with the installation project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service

B PROJECT MEASURES COVERED -

Name of project DSR 28010251001

Identity of improvement or development Bank Stabilization

Location Clay Co - Site(s) Line Creek

C REAL PROPERTY ACQUISITION ASSURANCE -

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation, and this assurance was not previously provided for in the watershed, project measure, or other type of plan

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U S C 4601-4655), as implemented in 7 C F R Part 21 Any exceptions taken from the real property acquisition requirements under the authority of 42 U S C 4655 because of State law have been or are hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished

D ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS -

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, inspect and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court

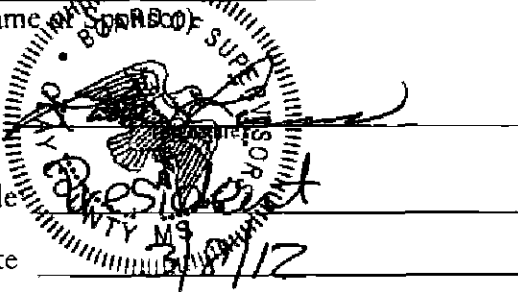
Clay County Board of Supervisors

(Name of Board)

By _____

Title _____

Date _____



This action is authorized at an official meeting

of the Clay County Board of

on 8th day of March, 2012

State of Mississippi

Attest

Ray G. Berry

(Name)

Chancery Clerk

(Title)

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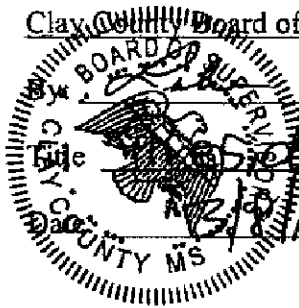
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FINANCIAL MANAGEMENT SYSTEM

The sponsor responsible for managing the finances of Section 216, Public Law 81-516, work in which the NRCS has a financial interest must develop and maintain a financial management system which shall provide for

- (a) Accurate, current and complete disclosure of the financial results of each Public Law 516 undertaking in which NRCS has a financial interest in accordance with NRCS reporting requirements. When the NRCS requires reporting on an accrual basis and the sponsor's accounting records are not kept on that basis, the sponsor should develop such information through an analysis of the documentation on hand or on the basis of best estimates
- (b) Records which identify adequately the source and application of funds for Public Law 516 financially supported undertakings. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income
- (c) Effective control over and accountability for all funds, property and other assets. Sponsors shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes
- (d) Comparison of actual with budgeted amounts for each undertaking, i.e., each project agreement, land rights agreement, agreement for services and relocation agreement. Also, relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by NRCS
- (e) Procedures to minimize the time elapsing between the transfer of funds from the U S Treasury and disbursement by the sponsor, whenever funds are advanced by the NRCS. When advances are made by a letter of credit method, the sponsor shall make draw-downs from the U S Treasury through its commercial bank as close as possible to the time of making the disbursements
- (f) Procedures for determining the allowability and allocability of costs in accordance with the NRCS obligating instrument (project agreement, agreement for services, land rights agreement, relocation agreement) and the applicable NRCS program handbook (Watershed Protection Handbook or Resource Conservation and Development Projects Handbook)
- (g) Accounting records which are supported by source documentation
- (h) Audits to be made by the sponsor or at the sponsor's direction, to determine at a minimum the fiscal integrity of financial transactions and reports, and the compliance with laws, regulations and administrative requirements. The sponsor will schedule such audits with reasonable frequency, usually annually, but not less frequently than once every two years, considering the nature, size and complexity of the activity
- (i) A systematic method to assure timely and appropriate resolution of audit findings and recommendations

The Clay County Board of Supervisors (MS) has a Financial Management System that complies with the requirements of Section 510 50 of the Contracts, Grants, and Cooperative Agreements Manual as shown above

Clay County Board of Supervisors (MS)


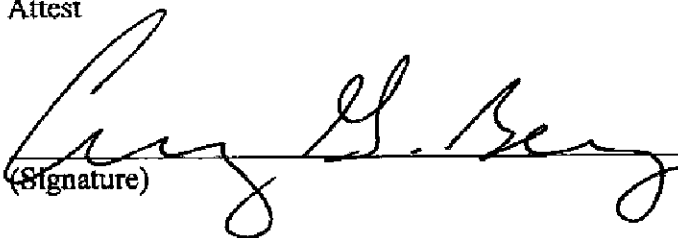
This action is authorized at an official meeting of the

Clay County Board of Supervisors (MS)

on 8th day of March, 2012, at
Clay County Court House
205 Court Street

State of Mississippi

Attest



(Signature)

Charney Clark

(Title)

U S DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENT (GRANTS)
ALTERNATIVE I - FOR GRANTEE OTHER THAN INDIVIDUALS

Alternative I

- A The grantee certifies that it will or will continue to provide a drug-free workplace by
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition,
 - (b) Establishing an ongoing drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace,
 - (2) The grantee's policy of maintaining a drug-free workplace,
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace,
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a),
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement, and
 - (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction,
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant,
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended, or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State or local health, law enforcement, or other appropriate agency
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c) (d), (e) and (f)

B The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant

Place of Performance (Street address, city, county, state, zip code)

Clay County Board of Supervisors (MS)

Check if there are workplaces on file that are not identified here

Clay County Board of Supervisors (MS)
Organization Name

Line Creek
Project Name

W. B. Thomas President
Name and Title of Authorized Representative

Signature

3/8/12
Date

INSTRUCTIONS FOR CERTIFICATION

- 1 By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2
- 2 The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the Agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act
- 3 Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements
- 4 Workplace identification must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all

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vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios)

- 5 If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three)
- 6 Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to the certification. Grantee's attention is called, in particular, to the following definitions from these rules

"Controlled Substance" means a controlled substance in Schedule I through V of the Controlled Substances Act (21 U S C 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15)

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes,

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance,


"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including (i) all "direct charge" employees, (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant, and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces)

Form AD-1049 (REV 5/90)


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STANDARDS OF CONDUCT

The Contracting Local Organization for the Clay County Board of Supervisors hereby agrees that its officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. The contract or other procurement action shall not be awarded to a sponsor, the Contracting Local Organization, or firm in which any official of such organization, or any member of such official's immediate family, has direct or indirect interest in the recurring profits or contracts of such firms. To the extent permissible by state or local laws, rules or regulations such standards as herein stated above shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by either the Contracting Local Organization officers, employees, or agents, or by contractors or their agents.

Clay County Board of Supervisors (MS)
(Name of Sponsor)
By 
Title President
Date 3/8/12

This action is authorized at an official meeting of the Clay County Board of Supervisors on the 8th day of March, 2012.

State of Mississippi
Attest 
(Name)
Charvey Cleck
(Title)

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OPERATION AND MAINTENANCE AGREEMENT

This agreement is entered into by and between the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter referred to as NRCS, and the following organization(s), hereinafter referred to as the Sponsor(s)

Clay County Board of Supervisors (MS)

The Sponsor(s) and the Service agree to carry out the terms of this agreement for the operation and maintenance of the project measures in the State of Mississippi. The project measures covered by this agreement are identified as follows: Streambank stabilization with rock riprap- Line Creek.

I OPERATIONS

- A The Sponsor(s) will be responsible for operating the measure without cost to the Service as follows
 - 1 In compliance with applicable Federal, State and local laws,
 - 2 In compliance with the conditions set out in the instruments by which rights were acquired to install, operate and maintain the measure(s),
 - 3 In a manner that will protect the environment and permit the measure(s) to serve the purpose for which installed as set forth in the program agreement,
 - 4 In keeping with the requirements to provide inspection, operation and maintenance reports within the time frame provided in the attached plan
- B The Service will, upon request of the Sponsor(s) and to the extent that its resources permit, provide consultative assistance in the operation of the structural measures
- C Admission or users fees shall be charged only as necessary to produce revenues required by the Sponsor(s) to amortize its share of installation costs for that portion of the measures pertaining to recreation of fish and wildlife and to provide adequate inspection, operation, maintenance, and replacement of the same
- D In a recreation or fish and wildlife measure the Sponsor(s) may dispense such services and commodities, or arrange with private concessionaires for the dispensing of such services and commodities, which will contribute to the full use and enjoyment of the measure by the public at prices which are reasonable and compatible with prices for similar services and commodities within the area served by the measure

II MAINTENANCE

- A The Sponsor(s) will
 - 1 Be responsible for and promptly perform or have performed without cost to the Service all maintenance of the measures determined by either the Sponsor(s) or the Service to be needed

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- 2 Obtain prior Service approval of all plans, designs and specifications for maintenance work
- B The Service will upon request of the Sponsor(s) and to the extent that its resources will permit, provide consultative assistance in the maintenance of the measure(s)

III REPLACEMENT

- A The Sponsor(s) will be responsible for the replacement of parts or portions of the measure(s) which has a physical life of less duration than the evaluated life of the measure(s)
- B The Service will upon request of the Sponsor(s), provide consultative assistance in the replacement of measure parts or portions

IV PLAN OF OPERATION AND MAINTENANCE

The Service and the Sponsor(s) will prepare a detailed plan of operation and maintenance for each measure covered by the agreement. More than one measure may be included in a single plan provided that the measures are sufficiently similar to warrant such action. Each such plan shall be attached to become a part of this agreement.

V INSPECTIONS AND REPORTS

- A The sponsor(s) will inspect the measures at least annually and after each major storm or occurrence of any unusual conditions that might adversely affect the measure(s)
- B The Service or Federal land administering agency may inspect the measures at any reasonable time during the period covered by this agreement. At the discretion of the State Conservationist, Service personnel may assist the Sponsor(s) in their inspection.
- C A written report will be made of each inspection. A copy of each report will be provided by the inspecting party to the other party within ten days of the date on which the inspection was made. The report will describe the conditions found and list any corrective action needed with a time frame to complete each action.

VI TIME OF RESPONSIBILITY

The Sponsor(s)' responsibility for operation and maintenance begins when a part of or all of the work of installing a measure is completed and accepted or is determined complete by the Service. This responsibility shall continue until the expiration of the evaluated life of all the installed project measures. This does not relieve the Sponsor(s)' liability which continues throughout the life of the measure or until the measure is modified to remove potential loss of life or property.

VII RECORDS

The Sponsor(s) will maintain in a centralized location a record of all inspections and significant actions taken, cost of performance and completion date with respect to operation, maintenance and replacement. The Service may inspect these records at any reasonable time during the term of the agreement.

VIII GENERAL

- A The Sponsor(s) will
 - 1 Prohibit the installation of any structure or facilities that will interfere with the operation or maintenance of the project measures
 - 2 Obtain prior Service approval of the plans and specifications for any alteration or improvement to the structural measures
 - 3 Obtain prior Service approval of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the agreement after it has been signed by the Sponsor(s) and the other party
- B Service personnel will be provided the right to free access to the project measures at any reasonable time for the purpose of carrying out the terms of this agreement
- C The responsibilities of the Sponsor(s) under this agreement are effective simultaneously with the acceptance of the project measures in whole or part
- D Comply with the attached PROPERTY MANAGEMENT STANDARDS

Name of Sponsor Clay County Board of Supervisors (MS)

By [Signature] Title President Date 3/8/12

This action was authorized at an official meeting of the Sponsor named immediately above on March 8, 2012 at Clay County Court House

Attest [Signature] Title Charney Clerk

Natural Resources Conservation Service, United States Department of Agriculture

By _____ Title _____ Date _____

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OPERATION AND MAINTENANCE PLAN
Clay County Board of Supervisors
Line Creek

I Operation

The Sponsors will operate this measure in accordance with the terms of the Operation and Maintenance Agreement. This includes the administration, management, and performance of nonmaintenance actions needed to keep completed works of improvement functioning as planned.

II Maintenance

- A The channel should be maintained in such a way as to keep it free of any debris, silt bars or other obstructions that will reduce its capacity. Bank stabilization measures should be used to prevent erosion. The undesirable vegetation should be cut or sprayed with approved herbicides and removed from the channel. An access road should be maintained along side the channel for easy maintenance.
- B It is anticipated that the following items of maintenance, repair, or replacement will be needed during the effective life of the measure.
 - 1 Vegetation
 - a Reseed, resod, and fertilize areas of stand or areas destroyed by erosion, freezing, or drought. If necessary, restore eroded areas before reseeding.
 - b Cut or spray with approved herbicide and remove undesirable vegetation. Observe local ordinances regarding spraying and burning.
 - c Fertilize vegetation as required to maintain a vigorous stand.
 - d Control grazing to insure proper vegetative cover.
 - e Mow grass at regular intervals to maintain optimum cover.
 - 2 Channels - lined and unlined
 - a Remove sand and gravel bars and properly dispose of them outside the channel perimeter.
 - b Remove and properly dispose of debris. Give special attention to removal and proper disposal of debris and repair erosion damage at structures.
 - c Replace, reinforce, or extend riprap where needed. Make repairs to grade control structures where needed.
 - d Keep access roads for maintenance and maintenance travelways in usable condition.
 - e Maintain dikes and spoil to divert water to protected inlets and prevent overbank flow.
 - f Renovate channel banks damaged by storm flow.
 - g Rehabilitate damaged pipe inlets from fields or side channels. Replace eroded soil adjacent to structures.

- C The estimated average annual cost of providing the necessary maintenance for this measure is \$200 00 Funds to finance this cost will be provided by the Clay County Board of Supervisors, from general tax revenues
- D The Clay County Board of Supervisors will be responsible for and promptly perform or have performed all maintenance of the measure determined by either the Sponsors or the Service to be needed
- The Clay County Board of Supervisors, with consulting assistance from the Natural Resources Conservation Service, will assist in the maintenance which can be accomplished with normal farm equipment such as removal of debris, control of undesirable vegetation, controlled grazing and mowing, and fertilizing vegetation
- E The measure will be inspected at least annually and after unusually severed floods or the occurrence of any other unusual condition that might adversely affect the measure Annual inspections will be performed during the month of July Annual and special inspections will include but not be limited to an examination of the following items
- 1 Stability of channel grades and side slopes
 - 2 Excessive sedimentation
 - 3 Condition of rip-rapped areas
 - 4 Obstructions and undesirable vegetative growth
 - 5 Scour at bridge piers, abutments and other adjacent property
 - 6 Severity of erosion of berms and undesirable vegetative growth
 - 7 Condition of cleared and snagged areas
 - 8 Condition of fences and gates
- F A written report will be made of each inspection as provided in the O&M Agreement A follow-up report will be provided when all corrective action has been accomplished
- G The requirements will remain in effect until the expiration of the effective life of the measure based on a mutual determination of the Sponsors and the Service
- H Service personnel will assist the Sponsors on annual and special inspections until such time as the State Conservationist determines that Service participation is no longer necessary At this time, he will so notify the Sponsor in writing This notice will constitute an amendment to the Plan
- I Each sponsoring organization that has responsibility for O&M of any project measure will be furnished an Operation and Maintenance Handbook The handbook is to acquaint Sponsors with the essentials of operating and maintaining their projects The information and suggestions can help Sponsors understand the jobs and how to carry them out in a timely and efficient manner

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response including time for reviewing instructions searching existing data sources gathering and maintaining the data needed and completing and reviewing the collection of information Send comments regarding the burden estimate or any other aspect of this collection of information including suggestions for reducing this burden to the Office of Management and Budget Paperwork Reduction Project (0348-0042) Washington DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY

NOTE Certain of these assurances may not be applicable to your project or program If you have questions please contact the Awarding Agency Further certain Federal assistance awarding agencies may require applicants to certify to additional assurances If such is the case you will be notified

As the duly authorized representative of the applicant I certify that the applicant

- | | |
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| <p>1 Has the legal authority to apply for Federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning management and completion of the project described in this application</p> <p>2 Will give the awarding agency the Comptroller General of the United States and if appropriate the State through any authorized representative access to and the right to examine all records books papers or documents related to the assistance and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives</p> <p>3 Will not dispose of modify the use of or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property aquired in whole or in part with Federal assistance funds to assure non discrimination during the useful life of the project</p> <p>4 Will comply with the requirements of the assistance awarding agency with regard to the drafting review and approval of construction plans and specifications</p> <p>5 Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State</p> <p>6 Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency</p> <p>7 Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain</p> | <p>8 Will comply with the Intergovernmental Personnel of 1970 (42 U S C §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C F R 900 Subpart F)</p> <p>9 Will comply with the Lead Based Paint Poisoning Prevention Act (42 U S C §§4801 et seq) which prohibits the use of lead based paint in construction or rehabilitation of residence structures</p> <p>10 Will comply with all Federal statutes relating to non discrimination These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P L 88-352) which prohibits discrimination on the basis of race color or national origin (b) Title IX of the Education Amendments of 1972 as amended (20 U S C §§1681 1683 and 1685 1686) which prohibits discrimination on the basis of sex (c) Section 504 of the Rehabilitation Act of 1973 as amended (29 U S C §794) which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975 as amended (42 U S C §§6101-6107) which prohibits discrimination on the basis of age (e) the Drug Abuse Office and Treatment Act of 1972 (P L 92 255) amended relating to nondiscrimination on the basis of drug abuse (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970 (P L 91-616) as amended relating to nondiscrimination on the basis of alcohol abuse or alcoholism (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U S C §§290 dd-3 and 290 ee 3) as amended relating to confidentiality of alcohol and drug abuse patient records (h) Title VIII of the Civil Rights Act of 1968 (42 U S C §§3601 et seq) as amended relating to nondiscrimination in the sale rental or financing of housing (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application</p> |
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Standard Form 424D (Rev 7 97)
Prescribed by OMB Circular A 102

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- 11 Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P L 91 646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases
- 12 Will comply with the provisions of the Hatch Act (5 U S C §§1501-1508 and 7324 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds
- 13 Will comply as applicable with the provisions of the Davis-Bacon Act (40 U S C §§276a to 276a 7) the Copeland Act (40 U S C §276c and 18 U S C §874) and the Contract Work Hours and Safety Standards Act (40 U S C §§327-333) regarding labor standards for federally-assisted construction subagreements
- 14 Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P L 93 234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10 000 or more
- 15 Will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P L 91-190) and Executive Order (EO) 11514 (b) notification of violating facilities pursuant to EO 11738 (c) protection of wetlands pursuant to EO 11990 (d) evaluation of flood hazards in floodplains in accordance with EO 11988 (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U S C §§1451 et seq) (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955 as amended (42 U S C §§7401 et seq) (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended (P L 93-523) and (h) protection of endangered species under the Endangered Species Act of 1973 as amended (P L 93-205)
- 16 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U S C §§1271 et seq) related to protecting components or potential components of the national wild and scenic rivers system
- 17 Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U S C §470) EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U S C §§469a-1 et seq)
- 18 Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No A 133 Audits of States Local Governments and Non Profit Organizations
- 19 Will comply with all applicable requirements of all other Federal laws executive orders regulations and policies governing this program

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE President of Clay County Board of Supervisors
APPLICANT ORGANIZATION Clay County, MS	DATE SUBMITTED 3/8/12

SF-424D (Rev 7 97) Back

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Natural Resources Conservation Service
2655 Traceland Drive
Tupelo MS 38801
Telephone 662 840 6475
Fax 662 844-4465

Subject Line Creek and Houlika Creek Watersheds
Clay County, MS

Date February 2, 2012

To Steve Holman
District Conservationist
NRCS, West Point, MS

File Code 120-11-11-13

Please provide the Clay County Board of Supervisors with the following documents for the subject EWP

- Approved EWP Site Agreement Package Instructions and Checklist for Sponsors
- Application for Emergency Work
- 2 Original Reimbursable Agreements
- Attachments A and B
- Assurances Relating to Real Property Acquisition (ADS-78)
- SAMPLE Title of Opinion
- Financial Management Plan
- Drug Free Certification
- Standards of Conduct
- Operation and Maintenance Agreement and Plan

When the agreement has been properly executed, please ensure that the entire unstapled package is returned to my office. After we have checked the package, it will be forwarded to the State Office for signatures

Please advise if additional information is needed

Marshall McLaughlin
Design Engineer

Attachment

cc- Tom Heard, Area Conservationist, NRCS, Tupelo, MS
Terry Myers, District Conservationist, NRCS Batesville, MS

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The Natural Resources Conservation Service provides technical assistance to help people

Exhibit B

Approved EWP Site Agreement Package Instructions and Checklist
for Sponsors
Locally Led Contract

Sponsor Clay County Board of Supervisors

EWP Site Name Line Creek and Houlika Creek Watersheds

The EWP site listed above that you submitted has been approved for funding by NRCS. In order to efficiently move forward with the requirements associated with this site being approved, the following checklist has been developed to assist you (the sponsor) in providing NRCS with the required items needed to ensure continued funding and project completion. Failure to provide the items listed below will delay the start of your project and could result in the termination of project funding if applicable deadlines are not met.

Attached behind this checklist are the following items that will need to be properly filled out and the originals returned to NRCS. Please use this checklist as a guide to ensure that the documents are completed according to the instructions given and that you have completed each required document.

Document Checklist and Instructions

1 Application for Emergency Work This is a single page document that you should have submitted along with your initial EWP Site Qualification Checklist in order for NRCS to review the site. Please verify that you have submitted this form for each site. If not, this form needs to be signed by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

 2 Project Agreement (Complete Copy 1) There should be two complete 6 page copies of the locally led project agreement in this set of documents. Both copies will need to be filled out exactly the same. Once we receive both copies, our State Conservationist will sign and execute both copies and mail the sponsor one set of the original signed project agreement back for your records. On page 6, the project agreement needs to be signed by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

 3 Project Agreement (Complete Copy 2) This second copy of the project agreement should be filled out exactly like the first copy. We will need both signed copies back.

 4 Attachment A - Special Provisions This five page document lists the special provisions attached to the project agreement. The sponsor needs to read these and return them as is.

____ **5 Attachment B** This eight page document lists additional items attached to the project agreement. The sponsor needs to read these and return them as is.

____ **6 NRCS-ADS-78** This two page document should be signed on page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **7 Title of Opinion** Attached with this package is a sample title of opinion letter which is simply an example of what a title of opinion looks like. Your city attorney or county attorney must copy the sample letter's paragraph onto the attorney's official letterhead and sign it. The attorney is certifying that the sponsor has acquired the temporary easements necessary for a contractor to complete the project.

____ **8 Financial Management** This is a two page document which should be signed on page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **9 Certification Regarding Drug-Free Workplace** This is a three page document that should be signed on page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects).

____ **10 Standards of Conduct** This is a one page document that needs to be signed by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **11 Operation and Maintenance Agreement** This three page agreement should be signed on page 3 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **12 Operation and Maintenance Plan** This two page document should simply be reviewed by the sponsor and returned.

____ **13 SF-424D Assurances - Construction Programs** This two page document should be signed on bottom of page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects).

Keep in mind that there are deadlines associated with this project funding and each project must be completed within 220 days of funding. So your prompt return of the above documents will prevent loss of funding and ensure that the project is completed in the 220 day timeframe.

Please return this completed checklist along with all of the properly filled out documents listed above to the following address:

Natural Resources Conservation Service
ATTN: Nick Specker
2655 Traceland Drive
Tupelo, MS 38801

APPLICATION FOR EMERGENCY WORK

TO Homer Wilkes State Conservationist
USDA Natural Resources Conservation Service
Suite 1321 Federal Building
100 West Capitol Street
Jackson, MS 39269

THROUGH Tom Heard
Area Conservationist
USDA NRCS
2655 Traceland Drive
Tupelo MS 38801

The undersigned local organization makes application for federal assistance under applicable authorities of the Flood Control Act and as amended by Section 216 of the Flood Control Act of 1950 Public Law 81-516(33 USC 701b 1)

The following information is submitted in support of the application

- 1 LOCATION County Clay
Watershed Line Creek and Houka Creek Watersheds
- 2 PROJECT(S) NAME Line Creek and Houka Creek Watersheds (See Attachment)
- 3 NATURE AND SCOPE OF THE PROBLEMS AND ASSISTANCE NEEDED (See Section 12.22(b) of the National Watershed Manual)

Problem
Assistance Needed
- 4 EXTENT OF LOCAL PARTICIPATION (Furnishing landrights and carrying out maintenance in addition to their 15% cost-share participation)

\$215 800 00
\$38,100 00
\$254 000 00
- 5 ENVIRONMENTAL CONSIDERATIONS Please refer to the Environmental Evaluation Worksheet for Environmental considerations

6 RECOMMENDED PRIORITY OF WORK This applies primarily to organized watersheds that are applying for several different types of repair work. It may apply to some group work outside organized watersheds)

7 Witness the signature of the undersigned sponsoring local organization on the dates shown

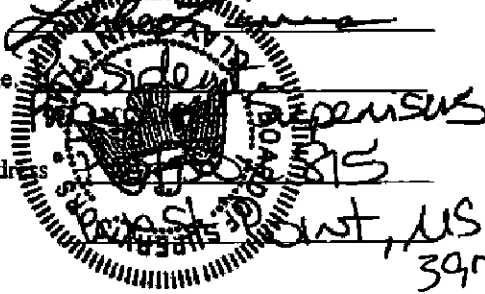
Clay County MS
(Name of Sponsor)

By [Signature]

Title President

Address P.O. Box 815

West Point, MS 39073



This action was approved at an official meeting of March 8, on 2012 State of Mississippi

Attest [Signature]
(Signature of Secretary)

Address P.O. Box 815

West Point, MS 39073

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INTENTIONALLY**

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT
LOCALLY LED CONTRACTING

This agreement is entered into by and between **United States Department of Agriculture, Natural Resources Conservation Service** hereinafter referred to as **NRCS** and **Clay County Board of Supervisors**, referred to as the **Sponsor** and the **Contracting Local Organization**

WITNESSETH THAT

WHEREAS, under the provisions of Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U S C 701b-1, and Section 403 of the Agricultural Credit Act of 1978, Public Law 95-334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127 16 U S C 2203 (CFDA 10 923), NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of watershed and

WHEREAS, NRCS and the Sponsors agree to install emergency watershed protection measures to relieve hazards created by a storm on April 27, 2011

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows

- A** It is agreed that the following described work is to be performed at an estimated cost of \$254,000 00

DSR Number(s)

28010251101

Description of Work

**Line Creek and Houlika Creek Watersheds
Remove fallen trees and debris from creeks due to tornado
April 27, 2011**

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B The Sponsor will

- 1 Provide 15 percent of the cost for the emergency watershed protection measures described in Section A. This cost to the sponsor is estimated to be **\$38,100 00**
- 2 Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with NRCS programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans for works of improvement will be reviewed and approved by a Professional Engineer **registered in State of Mississippi**, prior to submittal to NRCS.
- 3 Provide in-kind contribution of design, construction, inspection, and contract administration.
- 4 Designate an individual to serve as liaison officer between the Sponsor and NRCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to NRCS.
- 5 Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising for construction. Certification will be provided on Form NRCS-ADS-78 Assurances Relating to Real Property Acquisition. An Attorney's opinion as to the adequacy of landrights is required.
- 6 Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.
- 7 Contract for engineering services, professional services, and construction of the emergency watershed protection measures described in Section A in accordance with 7 CFR 3016.36, applicable state requirements and the Sponsor's procurement regulations. The Sponsor will provide NRCS a copy of each solicitation (Invitation for Bids, Request for Quotations), bid abstract and awarded contract.
- 8 Issue an invitation for bids, which is to contain NRCS requirements including Form NRCS-AS-43, drawings and specifications, and Contracting Local Organization requirements.
- 9 Receive, protect and open bids. Determine the lowest qualified bidder, and with written concurrence of the State Administrative Officer, make award.
- 10 Comply with the requirements of the provisions included in Attachment A to this agreement. If applicable, complete the attached 'Clean Air and Water Certification' included in Attachment A.

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- 11 Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in *Attachment B* to this agreement
- 12 Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures
- 13 Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project
- 14 Pay the contractor as provided in the contract(s). Submit billings for reimbursement of incurred costs to NRCS on Form SF-270, Request for Advance or Reimbursement. The request will be supported by documents that will permit NRCS to reasonably assure itself that such costs were adequately documented and incurred for the NRCS cost-shared items of work described in Section A of this agreement
- 15 Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. EFT procedures will comply with USDA National Finance Center (NFC) requirements
- 16 Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source selection and evaluation and litigation that may result from the project. Such actions will be at the expense of the sponsor including legal expenses
- 17 Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement
- 18 Arrange for and conduct final inspection of completed emergency watershed protection measures. Provide a certification statement to NRCS that the project was installed in accordance with contractual requirements and the terms of this agreement
- 19 Upon completion and acceptance of all work, when provided by the terms of the contract obtain a written release from the contractor of all claims against the Contracting Local Organization arising by virtue of the contract
- 20 Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance (in accordance with the **Operation and Maintenance Agreement**)

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- 21 Be responsible for all administrative expenses necessary to arrange for and carry out the works of improvement described in Section A. These administrative matters include but shall not be limited to facilities, clerical expenses, and legal counsel, including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters
- 22 If needed, upon completion of emergency protection measures and the elimination of the threat, take action to bring the measures up to reasonable standards by other means and/or authority. Unless the measures are brought up to reasonable standards, the sponsor will not be eligible for future funding under the Emergency Watershed Protection Program
- 23 Administer action under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-133, and other Rules referenced in 7 CFR 3015
- 24 Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts
- 25 The attached assurances and certification (SF-424D) are hereby incorporated in this award

C NRCS will

- 1 Provide 85 percent of the construction cost for the emergency watershed protection measures described in Section A. This cost to NRCS is estimated to be \$215,800.00
- 2 Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will periodically check progress and agreement compliance by the Sponsor, and provide advice and counsel as needed
- 3 Review and concur with construction plans as identified in Section B of this agreement
- 4 Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement, with supporting documentation
- 5 Upon notification of the completion of construction, NRCS shall promptly review the performance of the Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed

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- 6 Designate an individual to serve as liaison officer between the NRCS and the sponsor. The NRCS engineer assigned to the project will serve in this position. The major duties, responsibilities, and authorities of the liaison officer will be to assist in the final inspection, certify along with the Sponsor's Professional Engineer when all work has been completed according to the specifications and drawings. Review and approve SF-270 and supporting documents for reimbursement to the Sponsor.

D It is mutually agreed that

- 1 This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded. All work required under this agreement must be completed by August 31, 2012.
- 2 The contracts for design services and construction described in Section A will not be awarded to the Sponsor or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.
- 3 In the event of contractor default, any additional funds properly allocable as construction costs required to ensure completion of the project described in Section A are to be contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected for the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
- 4 This agreement may be amended as mutually agreed by written amendment duly executed by authorized officials of the signatory parties to this agreement.
- 5 The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
- 6 This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
- 7 NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

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- 8 No member of or delegate to Congress or Resident Commissioner shall be admitted to any share of part of this agreement or to any benefit that may arise there from, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit
- 9 By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies

Sponsor Clay County Board of Supervisors

This action authorized at an official meeting of

Clay County Board of Supervisors on the 8th day of

March 2012 at _____

Clay County Courthouse

State of Mississippi

ATTEST


[Signature]
(Signature)

Chancy Clark
(Title)

By [Signature]
(Signature)

President

8/12



UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By _____

Title _____

Date _____

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT
LOCALLY LED CONTRACTING

This agreement is entered into by and between **United States Department of Agriculture, Natural Resources Conservation Service** hereinafter referred to as **NRCS** and **Clay County Board of Supervisors**, referred to as the **Sponsor** and the **Contracting Local Organization**

WITNESSETH THAT

WHEREAS, under the provisions of Section 216 of the Flood Control Act of 1950, Public Law 81-516 33 U S C 701b-1, and Section 403 of the Agricultural Credit Act of 1978 Public Law 95-334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127 16 U S C 2203 (CFDA 10 923), NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of watershed, and

WHEREAS, NRCS and the Sponsors agree to install emergency watershed protection measures to relieve hazards created by a storm on April 27, 2011

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows

- B** It is agreed that the following described work is to be performed at an estimated cost of \$254,000 00

DSR Number(s)

28010251101

Description of Work

**Line Creek and Houlika Creek Watersheds
Remove fallen trees and debris from creeks due to tornado
April 27, 2011**

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B The Sponsor will

- 1 Provide 15 percent of the cost for the emergency watershed protection measures described in Section A. This cost to the sponsor is estimated to be **\$38,100 00**
- 2 Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with NRCS programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans for works of improvement will be reviewed and approved by a Professional Engineer **registered in State of Mississippi** prior to submittal to NRCS.
- 3 Provide in-kind contribution of design, construction, inspection, and contract administration.
- 4 Designate an individual to serve as liaison officer between the Sponsor and NRCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to NRCS.
- 5 Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising for construction. Certification will be provided on Form NRCS-ADS-78 Assurances Relating to Real Property Acquisition. An Attorney's opinion as to the adequacy of landrights is required.
- 6 Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits and licenses needed for the emergency watershed protection measures described in Section A.
- 7 Contract for engineering services, professional services, and construction of the emergency watershed protection measures described in Section A in accordance with 7 CFR 3016.36, applicable state requirements and the Sponsor's procurement regulations. The Sponsor will provide NRCS a copy of each solicitation (Invitation for Bids, Request for Quotations), bid abstract, and awarded contract.
- 8 Issue an invitation for bids, which is to contain NRCS requirements including Form NRCS-AS-43, drawings and specifications, and Contracting Local Organization requirements.
- 9 Receive, protect and open bids. Determine the lowest qualified bidder, and with written concurrence of the State Administrative Officer, make award.
- 10 Comply with the requirements of the provisions included in Attachment A to this agreement. If applicable, complete the attached "Clean Air and Water Certification" included in Attachment A.

- 11 Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in *Attachment B* to this agreement
- 12 Provide copies of site maps to appropriate Federal and State agencies for environmental review Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures
- 13 Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project
- 14 Pay the contractor as provided in the contract(s) Submit billings for reimbursement of incurred costs to NRCS on Form SF-270, Request for Advance or Reimbursement The request will be supported by documents that will permit NRCS to reasonably assure itself that such costs were adequately documented and incurred for the NRCS cost-shared items of work described in Section A of this agreement
- 15 Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208 EFT procedures will comply with USDA National Finance Center (NFC) requirements
- 16 Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of contract(s) awarded under this agreement This includes but is not limited to disputes, claims protests of award, source selection and evaluation and litigation that may result from the project Such actions will be at the expense of the sponsor including legal expenses
- 17 Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement
- 18 Arrange for and conduct final inspection of completed emergency watershed protection measures Provide a certification statement to NRCS that the project was installed in accordance with contractual requirements and the terms of this agreement
- 19 Upon completion and acceptance of all work, when provided by the terms of the contract obtain a written release form from the contractor of all claims against the Contracting Local Organization arising by virtue of the contract
- 20 Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance (**in accordance with the Operation and Maintenance Agreement**)

- 21 Be responsible for all administrative expenses necessary to arrange for and carry out the works of improvement described in Section A. These administrative matters include but shall not be limited to facilities, clerical expenses, and legal counsel, including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.
- 22 If needed, upon completion of emergency protection measures and the elimination of the threat, take action to bring the measures up to reasonable standards by other means and/or authority. Unless the measures are brought up to reasonable standards, the sponsor will not be eligible for future funding under the Emergency Watershed Protection Program.
- 23 Administer action under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-133 and other Rules referenced in 7 CFR 3015.
- 24 Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.
- 25 The attached assurances and certification (SF-424D) are hereby incorporated in this award.

C NRCS will

- 1 Provide 85 percent of the construction cost for the emergency watershed protection measures described in Section A. This cost to NRCS is estimated to be \$215,800.00.
- 2 Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will periodically check progress and agreement compliance by the Sponsor, and provide advice and counsel as needed.
- 3 Review and concur with construction plans as identified in Section B of this agreement.
- 4 Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement with supporting documentation.
- 5 Upon notification of the completion of construction, NRCS shall promptly review the performance of the Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed.

- 6 Designate an individual to serve as liaison officer between the NRCS and the sponsor. The NRCS engineer assigned to the project will serve in this position. The major duties, responsibilities, and authorities of the liaison officer will be to assist in the final inspection, certify along with the Sponsor's Professional Engineer when all work has been completed according to the specifications and drawings. Review and approve SF-270 and supporting documents for reimbursement to the Sponsor.

D It is mutually agreed that

- 1 This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded. All work required under this agreement must be completed by **August 31, 2012**.
- 2 The contracts for design services and construction described in Section A will not be awarded to the Sponsor or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.
- 3 In the event of contractor default, any additional funds properly allocable as construction costs required to ensure completion of the project described in Section A are to be contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected for the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
- 4 This agreement may be amended as mutually agreed by written amendment duly executed by authorized officials of the signatory parties to this agreement.
- 5 The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
- 6 This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
- 7 NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

- 8 No member of or delegate to Congress or Resident Commissioner shall be admitted to any share of part of this agreement, or to any benefit that may arise there from, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit
- 9 By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws rules regulations, and policies

Sponsor Clay County Board of Supervisors

This action authorized at an official meeting of Clay County Board of Supervisors on the 8th day of

By _____

March 2012 at _____

Title _____

Clay County Courthouse

Date _____

State of Mississippi



ATTEST
Chas. S. Berry
 (Signature)
Chas. S. Berry
 (Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By _____

Title _____

Date _____

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ATTACHMENT A - SPECIAL PROVISIONS

- I DRUG-FREE WORKPLACE CERTIFICATION
- II CERTIFICATION REGARDING LOBBYING
- III CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS
- IV CLEAN AIR AND WATER CERTIFICATION
- V ASSURANCES AND COMPLIANCE
- VI EXAMINATION OF RECORDS

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ATTACHMENT A SPECIAL PROVISIONS

The signatories (grantee recipient sponsor or cooperator) agrees to comply with the following special provisions which are hereby attached to this agreement

I Drug Free Workplace

By signing this agreement, the recipient is providing the certification set out below. If it is later determined that the recipient knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence or both by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance.

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements, consultants, or independent contractors not on the grantees' payroll, or employees of subrecipients or subcontractors in covered workplaces).

Certification

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

- (1) The danger of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph 9(a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction.

(e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph 9(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2) with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee up to and including termination consistent with the requirements of the Rehabilitation Act of 1973 as amended or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a) (b) (c) (d) (e) and (f)

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency

B The recipient may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement

II Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,000)

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of an agency Member of Congress and officer or employer of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

(3) The recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts subgrants and contracts under grants loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

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

III Certification Regarding Debarment, Suspension, and Other Responsibility matters Primary Covered Transactions, (7 CFR 3017)

(1) The recipient certifies to the best of its knowledge and belief that it and its principals

(a) Are not presently debarred suspended proposed for debarment declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement theft forgery bribery, falsification or destruction of records making false statements, or receiving stolen property

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification, and

(d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal State or local) terminated for cause or default

(2) Where the primary recipient is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this agreement

IV Clean Air and Water Certification (Applicable if this agreement exceeds \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U S C 1857c 8(c)(1) or the Federal Water Pollution Control Act (33 U S C 1319(c)) and is listed by EPA or is not otherwise exempt)

The recipient signatory to this agreement certifies as follows

(a) Any facility to be utilized in the performance of this proposed agreement is _____ is not _____ listed on the Environmental Protection Agency List of Violating Facilities

(b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS of the receipt of any communication from the Director Office of Federal Activities U S Environmental Protection Agency indicating that any facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities

(c) To include substantially this certification including this subparagraph (c) in every nonexempt subagreement

Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100 000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U S C 1857c 8(c)(1) or the Federal Water Pollution Control Act (33 U S C 1319(c)) and is listed by EPA or the agreement is not otherwise exempt)

A The recipient agrees as follows

(1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U S C 1857 et seq as amended by Public Law 91 604) and section 308 of the Federal Water Pollution Control Act (33 U S C 1251 et seq as amended by Public Law 92 500) respectively relating to inspection monitoring entry reports and information as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act respectively and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS

(2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing

(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed

(4) To insert the substance of the provisions of this clause in any nonexempt subagreement including this subparagraph A (4)

B The terms used in this clause have the following meanings

(1) The term 'Air Act' means the Clean Air Act as amended (42 U S C 1857 et seq as amended by Public Law 91 604)

(2) The term 'Water Act' means Federal Water Pollution Control Act, as amended (33 U S C 1251 et seq as amended by Public Law 92 55)

(3) The term 'clean air standards' means any enforceable rules regulations guidelines standards limitations orders controls prohibitions or other requirements which are contained in issued under or otherwise adopted pursuant to the Air Act or Executive Order 11738 an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U S C 1857c 5(d)) and approved implementation procedure or plan under section 111(c) or section 111(d) respectively of the Air Act (42 U S C 1857c 6(c) or (d)) or an approved implementation procedure under section 112(d) of the Air Act (42 U S C 1857c 7(d))

(4) The term 'clean water standards' means any enforceable limitation control condition prohibition standards or other requirement which is promulgated pursuant to the Water Act or contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U S C 1342) or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U S C 1317)

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collated in one geographical area.

V Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, and 3052 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI Examination of Records

Give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

ATTACHMENT B

- I EQUAL OPPORTUNITY (SCS-AS 83)
- II EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION)
(SCS-AS-83)
- III. NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS
FOR CERTIFICATIONS OF NONSEGREGATED
FACILITIES
- IV NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION
CONTRACTORS
- V NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES
- VI CERTIFICATION OF NONSEGREGATED FACILITIES (SCS-AS-818)
- VII STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE
ORDER 11246)

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ATTACHMENT B SPECIAL PROVISIONS

CONSTRUCTION

I - EQUAL OPPORTUNITY

The Contracting Local Organization agrees to incorporated or cause to be incorporated into any contract for construction work or modification thereof as defined in the rules and regulations of the Secretary of Labor at 41 CFR Chapter 60 which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant contract loan, insurance or guarantee or undertaken pursuant to any Federal program involving such grant contract loan insurance or guarantee the following Equal Opportunity (Federally Assisted Construction) clause

II - EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract the Contractor agrees as follows

1 The Contractor will not discriminate against any employee or applicant for employment because of race color religion sex or national origin The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race color religion sex or national origin Such action shall include but not be limited to the following Employment upgrading demotion or transfer recruitment or recruitment advertising layoff determination rates of pay or other forms of compensation and selection for training including apprenticeship The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause

2 The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race color religion sex or national origin

3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment

4 The Contractor will comply with all provisions of Executive Order No 11246 of September 24 1965 and of the rules regulations and relevant orders of the Secretary of Labor

5 The Contractor will furnish all information and reports required by Executive Order No 11246 of September 24 1965 and by the rules regulations and orders of the Secretary of Labor or pursuant thereto and will permit access to his books records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules regulations and orders

6 In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules regulations or orders this contract may be canceled terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No 11246 of September 24 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No 11246 of September 24 1965 or by rule regulation or order of the Secretary of Labor or as provided by law

7 The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24 1965 so that such provisions will be binding upon each subcontractor or vendor The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance Provided however that in the event a Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States

The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work. Provided however that if the Contracting Local Organization so participating is a State or local government the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations and relevant orders of the Secretary of Labor that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965 with a Contractor debarred from or who has not demonstrated eligibility for Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization and refer the case to the Department of Justice for appropriate legal proceedings.

III - NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required as follows:

IV - NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

(a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:

V - NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

VI - CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10 000 which are not exempt from the Equal Opportunity Clause)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments and that he/she does not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments and that he/she will not permit his/her employees to perform their services at any location under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, dg fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national of because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10 000 which are not exempt from the provisions of the Equal Opportunity Clause and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Contractor

Signature

Title Date

VII STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

(EXECUTIVE ORDER 11246)

- I As used in these specifications
- a "Covered area" means the geographical area described in the solicitation from which this contract resulted
- b "Director" means Director, Office of Federal Contract Act Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority
- c "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941
- d "Minority" includes
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race)
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands) and
 - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification)
- 2 Whenever the Contractor or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted
- 3 If the Contractor is participating (pursuant to 41 CFR 60.4-5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4 The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7 a through 7 p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the *Federal Register* in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.
- 5 Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

- 6 In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7 The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites and in all at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or it referred, not employed by the Contractor, this shall be documented in a file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
 - e. Develop on the job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7 b. above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and its action obligations under these specifications with all employees having any responsibility for hiring, assessment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Fore, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipate doing business.

- 1 Direct its recruitment efforts both oral and written to minority female and community organizations to schools with minorities and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other training by any recruitment sources the Contractor shall send written notification to organizations such as the above describing the openings screening procedure and tests to be used in the selection process
 - j Encourage present minority and female employees to recruit other minority persons and women and where reasonable provide after school summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce
 - k Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3
 - l Conduct at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for through appropriate training etc such opportunities
 - m Ensure that seniority practices job classification work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out
 - n Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes
 - o Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers including circulation of solicitations to minority and female contractor associations and other business associations
 - p Conduct a review at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations
- 8 Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7 a through 7 p). The efforts of a contractor association, joint contractor union contractor-community, or other share group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 7 a through 7 p of these Specifications provided that the Contractor actively participates in the group makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply however is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance
- 9 A single goal for minorities and a separate single goal for women have been established. The Contractor however is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female and all women, both minority and nonminority. Consequently the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example even though the Contractor has achieved its goals for women generally the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized)
- 10 The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race color religion sex, or national origin
- 11 The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246
- 12 The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246 as amended and its implementing regulations by

the Office of Federal Contract Compliance Programs Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended

- 13 The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records Records shall at least include for each employee the name address telephone numbers construction trade union affiliation if any, employee identification number when assigned social security number race sex, status (e g, mechanic apprentice, trainee, helper or laborer), dates of changes in status hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed Records shall be maintained in an easy understandable and retrievable form however to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records
- 14 The Contractor in fulfilling its obligations under these specifications shall implement specific affirmative action steps at least as extensive as those standards prescribed in Paragraph 7 of these specifications so as to achieve maximum results from its efforts to ensure equal employment opportunity If the Contractor fails to comply with the requirements of the Executive Order the implementing regulations or these specifications the Director shall proceed in accordance with 41 CFR 604.8
- 15 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e g those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program)

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ASSURANCES RELATING TO
REAL PROPERTY ACQUISITION

A **PURPOSE** - This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U S Department of Agriculture which is required in connection with the installation project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service

B **PROJECT MEASURES COVERED -**

Name of project DSR 28010251101

Identity of improvement or development Bank Stabilization

Location Clay Co - Site(s) Line Creek and Houlika Creek Watersheds

C **REAL PROPERTY ACQUISITION ASSURANCE -**

This assurance is applicable if real property interests were acquired for the installation of project measures and/or if persons, businesses, or farm operations were displaced as a result of such installation, and this assurance was not previously provided for in the watershed, project measure, or other type of plan

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U S C 4601-4655), as implemented in 7 C F R Part 21 Any exceptions taken from the real property acquisition requirements under the authority of 42 U S C 4655 because of State law have been or are hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished

D **ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS -**

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, inspect and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court

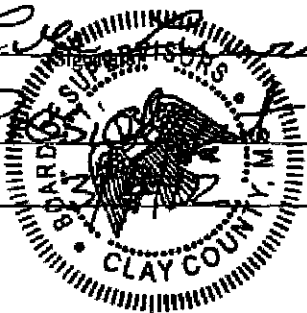
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Clay County Board of Supervisors
(Name of Sponsor)

By [Signature]

Title [Signature]

Date _____



This action is authorized at an official meeting
of the Clay County Board of Supervisors
on 8th day of March 2012
State of Mississippi

Attest

[Signature]
(Name)

Chancery Clerk
(Title)

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FINANCIAL MANAGEMENT SYSTEM

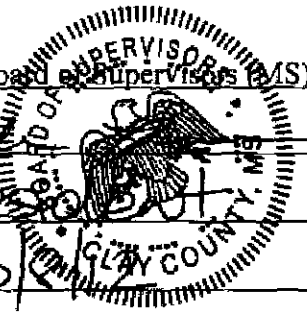
The sponsor responsible for managing the finances of Section 216, Public Law 81-516, work in which the NRCS has a financial interest must develop and maintain a financial management system which shall provide for

- (a) Accurate, current and complete disclosure of the financial results of each Public Law 516 undertaking in which NRCS has a financial interest in accordance with NRCS reporting requirements. When the NRCS requires reporting on an accrual basis and the sponsor's accounting records are not kept on that basis, the sponsor should develop such information through an analysis of the documentation on hand or on the basis of best estimates.
- (b) Records which identify adequately the source and application of funds for Public Law 516 financially supported undertakings. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.
- (c) Effective control over and accountability for all funds, property and other assets. Sponsors shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
- (d) Comparison of actual with budgeted amounts for each undertaking, i.e., each project agreement, land rights agreement, agreement for services and relocation agreement. Also, relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by NRCS.
- (e) Procedures to minimize the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by the sponsor, whenever funds are advanced by the NRCS. When advances are made by a letter of credit method, the sponsor shall make draw-downs from the U.S. Treasury through its commercial bank as close as possible to the time of making the disbursements.
- (f) Procedures for determining the allowability and allocability of costs in accordance with the NRCS obligating instrument (project agreement, agreement for services, land rights agreement, relocation agreement) and the applicable NRCS program handbook (Watershed Protection Handbook or Resource Conservation and Development Projects Handbook).
- (g) Accounting records which are supported by source documentation.
- (h) Audits to be made by the sponsor or at the sponsor's direction, to determine at a minimum the fiscal integrity of financial transactions and reports, and the compliance with laws, regulations and administrative requirements. The sponsor will schedule such audits with reasonable frequency, usually annually, but not less frequently than once every two years, considering the nature, size and complexity of the activity.
- (i) A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

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The Clay County Board of Supervisors (MS) has a Financial Management System that complies with the requirements of Section 510 50 of the Contracts Grants, and Cooperative Agreements Manual as shown above

Clay County Board of Supervisors (MS)
By Larry
Title President
Date 3/10/12



This action is authorized at an official meeting of the
Clay County Board of Supervisors (MS)
on 8th day of March 2012 at
Clay County Courthouse

State of Mississippi

Attest

Chancy D. Berry
(Signature)

Chancery Clerk
(Title)

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U S DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENT (GRANTS)
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

Alternative I

- A The grantee certifies that it will or will continue to provide a drug-free workplace by
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition,
 - (b) Establishing an ongoing drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace,
 - (2) The grantee's policy of maintaining a drug-free workplace
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace,
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a),
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement, and
 - (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction,
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant,
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

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- (1) Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency,
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b) (c) (d), (e) and (f)

B The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant

Place of Performance (Street address, city, county, state, zip code)

Clay County Board of Supervisors (MS)

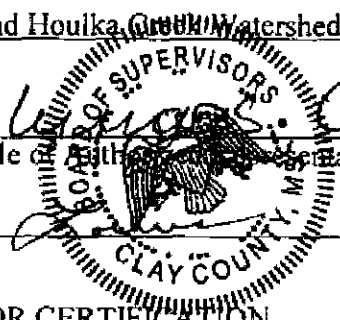
Check if there are workplaces on file that are not identified here

Clay County Board of Supervisors (MS)
Organization Name

Line Creek and Houka Creek Watersheds
Project Name

Luke Williams, Clay County Board of Supervisors
Name and Title of Authorized Representative

[Signature] 3/8/12
Signature Date



INSTRUCTIONS FOR CERTIFICATION

- 1 By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2
- 2 The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the Agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act
- 3 Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements
- 4 Workplace identification must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all

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vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios)

- 5 If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three)
- 6 Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to the certification. Grantee's attention is called, in particular, to the following definitions from these rules

"Controlled Substance" means a controlled substance in Schedule I through V of the Controlled Substances Act (21 U S C 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15),

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes,

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance,

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including (i) all "direct charge" employees, (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant, and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces)

Form AD-1049 (REV 5/90)

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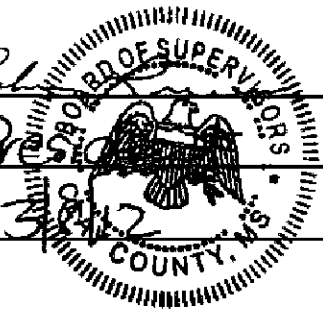
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STANDARDS OF CONDUCT

The Contracting Local Organization for the Clay County Board of Supervisors hereby agrees that its officers, employees, or agents shall neither solicit nor accept gratuities favors, or anything of monetary value from contractors or potential contractors. The contract or other procurement action shall not be awarded to a sponsor, the Contracting Local Organization, or firm in which any official of such organization, or any member of such official's immediate family, has direct or indirect interest in the recurring profits or contracts of such firms. To the extent permissible by state or local laws, rules or regulations, such standards as herein stated above shall provide for penalties sanctions or other disciplinary actions to be applied for violations of such standards by either the Contracting Local Organization officers, employees, or agents, or by contractors or their agents

Clay County Board of Supervisors (MS)
(Name of Sponsor)

By [Signature]
Title President
Date 3/27/12



This action is authorized at an official meeting of the Clay County Board of Supervisors on the 24 day of March, 2012

State of Mississippi

Attest [Signature]
(Name)
Charney Clerk
(Title)

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OPERATION AND MAINTENANCE AGREEMENT

This agreement is entered into by and between the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter referred to as NRCS, and the following organization(s), hereinafter referred to as the Sponsor(s)

Clay County Board of Supervisors (MS)

The Sponsor(s) and the Service agree to carry out the terms of this agreement for the operation and maintenance of the project measures in the State of Mississippi. The project measures covered by this agreement are identified as follows: Streambank stabilization with rock riprap- Line Creek and Houlka Creek Watersheds

I OPERATIONS

- A The Sponsor(s) will be responsible for operating the measure without cost to the Service as follows
 - 1 In compliance with applicable Federal, State and local laws,
 - 2 In compliance with the conditions set out in the instruments by which rights were acquired to install, operate and maintain the measure(s)
 - 3 In a manner that will protect the environment and permit the measure(s) to serve the purpose for which installed as set forth in the program agreement,
 - 4 In keeping with the requirements to provide inspection, operation and maintenance reports within the time frame provided in the attached plan
- B The Service will, upon request of the Sponsor(s) and to the extent that its resources permit, provide consultative assistance in the operation of the structural measures
- C Admission or users fees shall be charged only as necessary to produce revenues required by the Sponsor(s) to amortize its share of installation costs for that portion of the measures pertaining to recreation of fish and wildlife and to provide adequate inspection, operation, maintenance, and replacement of the same
- D In a recreation or fish and wildlife measure the Sponsor(s) may dispense such services and commodities, or arrange with private concessionaires for the dispensing of such services and commodities, which will contribute to the full use and enjoyment of the measure by the public at prices which are reasonable and compatible with prices for similar services and commodities within the area served by the measure

II MAINTENANCE

- A The Sponsor(s) will

- 1 Be responsible for and promptly perform or have performed without cost to the Service all maintenance of the measures determined by either the Sponsor(s) or the Service to be needed
 - 2 Obtain prior Service approval of all plans, designs and specifications for maintenance work
- B The Service will upon request of the Sponsor(s) and to the extent that its resources will permit, provide consultative assistance in the maintenance of the measure(s)

III REPLACEMENT

- A The Sponsor(s) will be responsible for the replacement of parts or portions of the measure(s) which has a physical life of less duration than the evaluated life of the measure(s)
- B The Service will upon request of the Sponsor(s), provide consultative assistance in the replacement of measure parts or portions

IV PLAN OF OPERATION AND MAINTENANCE

The Service and the Sponsor(s) will prepare a detailed plan of operation and maintenance for each measure covered by the agreement. More than one measure may be included in a single plan provided that the measures are sufficiently similar to warrant such action. Each such plan shall be attached to become a part of this agreement.

V INSPECTIONS AND REPORTS

- A The sponsor(s) will inspect the measures at least annually and after each major storm or occurrence of any unusual conditions that might adversely affect the measure(s)
- B The Service or Federal land administering agency may inspect the measures at any reasonable time during the period covered by this agreement. At the discretion of the State Conservationist, Service personnel may assist the Sponsor(s) in their inspection.
- C A written report will be made of each inspection. A copy of each report will be provided by the inspecting party to the other party within ten days of the date on which the inspection was made. The report will describe the conditions found and list any corrective action needed with a time frame to complete each action.

VI TIME OF RESPONSIBILITY

The Sponsor(s)' responsibility for operation and maintenance begins when a part of or all of the work of installing a measure is completed and accepted or is determined complete by the Service. This responsibility shall continue until the expiration of the evaluated life of all the installed project measures. This does not relieve the Sponsor(s)' liability which continues throughout the life of the measure or until the measure is modified to remove potential loss of life or property.

VII RECORDS

The Sponsor(s) will maintain in a centralized location a record of all inspections and significant actions taken, cost of performance and completion date with respect to

operation, maintenance and replacement The Service may inspect these records at any reasonable time during the term of the agreement

VIII GENERAL

A The Sponsor(s) will

- 1 Prohibit the installation of any structure or facilities that will interfere with the operation or maintenance of the project measures
- 2 Obtain prior Service approval of the plans and specifications for any alteration or improvement to the structural measures
- 3 Obtain prior Service approval of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the agreement after it has been signed by the Sponsor(s) and the other party

B Service personnel will be provided the right to free access to the project measures at any reasonable time for the purpose of carrying out the terms of this agreement

C The responsibilities of the Sponsor(s) under this agreement are effective simultaneously with the acceptance of the project measures in whole or part

D Comply with the attached PROPERTY MANAGEMENT STANDARDS

Name of Sponsor Clay County Board of Supervisors (MS)

By [Signature] Title President Date 3/8/12

This action was authorized at an official meeting of the Sponsor named immediately above on March 8, 2012

Attest [Signature] Title Chancery Clerk

Natural Resources Conservation Service, United States Department of Agriculture

By _____ Title _____ Date _____

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OPERATION AND MAINTENANCE PLAN
Clay County Board of Supervisors
Line Creek and Houlka Creek Watersheds

I Operation

The Sponsors will operate this measure in accordance with the terms of the Operation and Maintenance Agreement. This includes the administration, management, and performance of nonmaintenance actions needed to keep completed works of improvement functioning as planned.

II Maintenance

- A The channel should be maintained in such a way as to keep it free of any debris, silt bars or other obstructions that will reduce its capacity. Bank stabilization measures should be used to prevent erosion. The undesirable vegetation should be cut or sprayed with approved herbicides and removed from the channel. An access road should be maintained along side the channel for easy maintenance.
- B It is anticipated that the following items of maintenance, repair, or replacement will be needed during the effective life of the measure:
- 1 Vegetation
 - a Reseed, resod, and fertilize areas of stand or areas destroyed by erosion, freezing or drought. If necessary, restore eroded areas before reseeding.
 - b Cut or spray with approved herbicide and remove undesirable vegetation. Observe local ordinances regarding spraying and burning.
 - c Fertilize vegetation as required to maintain a vigorous stand.
 - d Control grazing to insure proper vegetative cover.
 - e Mow grass at regular intervals to maintain optimum cover.
 - 2 Channels - lined and unlined
 - a Remove sand and gravel bars and properly dispose of them outside the channel perimeter.
 - b Remove and properly dispose of debris. Give special attention to removal and proper disposal of debris and repair erosion damage at structures.
 - c Replace, reinforce, or extend riprap where needed. Make repairs to grade control structures where needed.
 - d Keep access roads for maintenance and maintenance travelways in usable condition.
 - e Maintain dikes and spoil to divert water to protected inlets and prevent overbank flow.
 - f Renovate channel banks damaged by storm flow.
 - g Rehabilitate damaged pipe inlets from fields or side channels. Replace eroded soil adjacent to structures.

- C The estimated average annual cost of providing the necessary maintenance for this measure is \$200 00 Funds to finance this cost will be provided by the Clay County Board of Supervisors, from general tax revenues
- D The Clay County Board of Supervisors will be responsible for and promptly perform or have performed all maintenance of the measure determined by either the Sponsors or the Service to be needed
- The Clay County Board of Supervisors, with consulting assistance from the Natural Resources Conservation Service will assist in the maintenance which can be accomplished with normal farm equipment such as removal of debris, control of undesirable vegetation, controlled grazing and mowing, and fertilizing vegetation
- E The measure will be inspected at least annually and after unusually severed floods or the occurrence of any other unusual condition that might adversely affect the measure Annual inspections will be performed during the month of July Annual and special inspections will include but not be limited to an examination of the following items
- 1 Stability of channel grades and side slopes
 - 2 Excessive sedimentation
 - 3 Condition of rip-rapped areas
 - 4 Obstructions and undesirable vegetative growth
 - 5 Scour at bridge piers, abutments and other adjacent property
 - 6 Severity of erosion of berms and undesirable vegetative growth
 - 7 Condition of cleared and snagged areas
 - 8 Condition of fences and gates
- F A written report will be made of each inspection as provided in the O&M Agreement A follow-up report will be provided when all corrective action has been accomplished
- G The requirements will remain in effect until the expiration of the effective life of the measure based on a mutual determination of the Sponsors and the Service
- H Service personnel will assist the Sponsors on annual and special inspections until such time as the State Conservationist determines that Service participation is no longer necessary At this time, he will so notify the Sponsor in writing This notice will constitute an amendment to the Plan
- I Each sponsoring organization that has responsibility for O&M of any project measure will be furnished an Operation and Maintenance Handbook The handbook is to acquaint Sponsors with the essentials of operating and maintaining their projects The information and suggestions can help Sponsors understand the jobs and how to carry them out in a timely and efficient manner

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response including time for reviewing instructions searching existing data sources gathering and maintaining the data needed and completing and reviewing the collection of information Send comments regarding the burden estimate or any other aspect of this collection of information including suggestions for reducing this burden to the Office of Management and Budget Paperwork Reduction Project (0348 0042) Washington DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY

NOTE Certain of these assurances may not be applicable to your project or program If you have questions please contact the Awarding Agency Further certain Federal assistance awarding agencies may require applicants to certify to additional assurances If such is the case you will be notified

As the duly authorized representative of the applicant I certify that the applicant

- | | |
|--|---|
| <p>1 Has the legal authority to apply for Federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning management and completion of the project described in this application</p> <p>2 Will give the awarding agency the Comptroller General of the United States and if appropriate the State through any authorized representative access to and the right to examine all records books papers or documents related to the assistance and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives</p> <p>3 Will not dispose of modify the use of or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property aquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project</p> <p>4 Will comply with the requirements of the assistance awarding agency with regard to the drafting review and approval of construction plans and specifications</p> <p>5 Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State</p> <p>6 Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency</p> <p>7 Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain</p> | <p>8 Will comply with the Intergovernmental Personnel Act of 1970 (42 U S C §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C F R 900 Subpart F)</p> <p>9 Will comply with the Lead Based Paint Poisoning Prevention Act (42 U S C §§4801 et seq) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures</p> <p>10 Will comply with all Federal statutes relating to non-discrimination These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P L 88-352) which prohibits discrimination on the basis of race color or national origin (b) Title IX of the Education Amendments of 1972 as amended (20 U S C §§1681 1683 and 1685 1686) which prohibits discrimination on the basis of sex (c) Section 504 of the Rehabilitation Act of 1973 as amended (29 U S C §794) which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975 as amended (42 U S C §§6101-6107) which prohibits discrimination on the basis of age (e) the Drug Abuse Office and Treatment Act of 1972 (P L 92 255) as amended relating to nondiscrimination on the basis of drug abuse (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970 (P L 91-616) as amended relating to nondiscrimination on the basis of alcohol abuse or alcoholism (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U S C §§290 dd-3 and 290 ee 3) as amended relating to confidentiality of alcohol and drug abuse patient records (h) Title VIII of the Civil Rights Act of 1968 (42 U S C §§3601 et seq) as amended relating to nondiscrimination in the sale rental or financing of housing (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application</p> |
|--|---|

Previous Edition Usable

Authorized for Local Reproduction

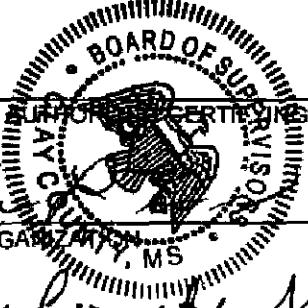
Standard Form 424D (Rev 7-97)
Prescribed by OMB Circular A 102

B

- 11 Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P L 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12 Will comply with the provisions of the Hatch Act (5 U S C §§1501 1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13 Will comply as applicable with the provisions of the Davis-Bacon Act (40 U S C §§276a to 276a 7) the Copeland Act (40 U S C §276c and 18 U S C §874) and the Contract Work Hours and Safety Standards Act (40 U S C §§327-333) regarding labor standards for federally assisted construction subagreements.
- 14 Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P L 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10 000 or more.
- 15 Will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P L 91 190) and Executive Order (EO) 11514 (b) notification of violating facilities pursuant to EO 11738 (c) protection of wetlands pursuant to EO 11990 (d) evaluation of flood hazards in floodplains in accordance with EO 11988 (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U S C §§1451 et seq) (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955 as amended (42 U S C §§7401 et seq) (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended (P L 93 523) and (h) protection o endangered species under the Endangered Species Act of 1973 as amended (P L 93 205)
- 16 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U S C §§1271 et seq) related to protecting components or potential components of the national wild and scenic rivers system.
- 17 Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U S C §470) EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U S C §§469a 1 et seq)
- 18 Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No A-133 Audits of States Local Governments and Non Profit Organizations.
- 19 Will comply with all applicable requirements of all other Federal laws executive orders regulations and policies governing this program.

130

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>[Signature]</i>	TITLE <i>President, Clay County Board of Supervisors</i>
APPLICANT ORGANIZATION <i>Clay County MS</i>	DATE SUBMITTED <i>3/8/12</i>



B



Natural Resources Conservation Service
2655 Traceland Drive
Tupelo MS 38801
Telephone 662 840-6475
Fax 662 844-4465

Subject Houlika Creek Watershed along Hopwell Road
Clay County, MS

Date February 2, 2012

To Steve Holman
District Conservationist
NRCS, West Point, MS

File Code 120-11-11-13

Please provide the Clay County Board of Supervisors with the following documents for the subject EWP

Approved EWP Site Agreement Package Instructions and Checklist for Sponsors
Application for Emergency Work
2 Original Reimbursable Agreements
Attachments A and B
Assurances Relating to Real Property Acquisition (ADS-78)
SAMPLE Title of Opinion
Financial Management Plan
Drug Free Certification
Standards of Conduct
Operation and Maintenance Agreement and Plan

When the agreement has been properly executed, please ensure that the entire unstapled package is returned to my office. After we have checked the package, it will be forwarded to the State Office for signatures.

Please advise if additional information is needed.

Marshall McLaughlin
Design Engineer

Attachment

cc Tom Heard, Area Conservationist, NRCS, Tupelo, MS
Terry Myers, District Conservationist, NRCS, Batesville, MS

The Natural Resources Conservation Service provides leadership in a partnership effort to help people conserve, maintain, and improve our natural resources and environment.

An Equal Opportunity Provider and Employer

Exhibit C

Approved EWP Site Agreement Package Instructions and Checklist
for Sponsors
Locally Led Contract

Sponsor Clay County Board of Supervisors

EWP Site Name Houlka Creek along Hopewell Road

The EWP site listed above that you submitted has been approved for funding by NRCS. In order to efficiently move forward with the requirements associated with this site being approved, the following checklist has been developed to assist you (the sponsor) in providing NRCS with the required items needed to ensure continued funding and project completion. Failure to provide the items listed below will delay the start of your project and could result in the termination of project funding if applicable deadlines are not met.

Attached behind this checklist are the following items that will need to be properly filled out and the originals returned to NRCS. Please use this checklist as a guide to ensure that the documents are completed according to the instructions given and that you have completed each required document.

Document Checklist and Instructions

1 **Application for Emergency Work** This is a single page document that you should have submitted along with your initial EWP Site Qualification Checklist in order for NRCS to review the site. Please verify that you have submitted this form for each site. If not, this form needs to be signed by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk. ✓

2 **Project Agreement (Complete Copy 1)** There should be two complete 6 page copies of the locally led project agreement in this set of documents. Both copies will need to be filled out exactly the same. Once we receive both copies, our State Conservationist will sign and execute both copies and mail the sponsor one set of the original signed project agreement back for your records. On page 6, the project agreement needs to be signed by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

3 **Project Agreement (Complete Copy 2)** This second copy of the project agreement should be filled out exactly like the first copy. We will need both signed copies back.

4 **Attachment A - Special Provisions** This five page document lists the special provisions attached to the project agreement. The sponsor needs to read these and return them as is.

____ **5 Attachment B** This eight page document lists additional items attached to the project agreement. The sponsor needs to read these and return them as is.

____ **6 NRCS-ADS-78** This two page document should be signed on page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **7 Title of Opinion** Attached with this package is a sample title of opinion letter which is simply an example of what a title of opinion looks like. Your city attorney or county attorney must copy the sample letter's paragraph onto the attorney's official letterhead and sign it. The attorney is certifying that the sponsor has acquired the temporary easements necessary for a contractor to complete the project.

____ **8 Financial Management** This is a two page document which should be signed on page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **9 Certification Regarding Drug-Free Workplace** This is a three page document that should be signed on page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects).

____ **10 Standards of Conduct** This is a one page document that needs to be signed by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **11 Operation and Maintenance Agreement** This three page agreement should be signed on page 3 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **12 Operation and Maintenance Plan** This two page document should simply be reviewed by the sponsor and returned.

____ **13 SF-424D Assurances - Construction Programs** This two page document should be signed on bottom of page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects).

Keep in mind that there are deadlines associated with this project funding and each project must be completed within 220 days of funding. So your prompt return of the above documents will prevent loss of funding and ensure that the project is completed in the 220 day timeframe.

Please return this completed checklist along with all of the properly filled out documents listed above to the following address:

Natural Resources Conservation Service
ATTN: Nick Specker
2655 Traceland Drive
Tupelo, MS 38801

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APPLICATION FOR EMERGENCY WORK

TO Homer Wilkes State Conservationist
 USDA, Natural Resources Conservation Service
 Suite 1321, Federal Building
 100 West Capitol Street
 Jackson, MS 39269

THROUGH Tom Heard
 Area Conservationist
 USDA, NRCS
 2655 Traceland Drive
 Tupelo, MS 38801

The undersigned local organization makes application for federal assistance under applicable authorities of the Flood Control Act, and as amended by Section 216 of the Flood Control Act of 1950, Public Law 81-516(33 USC 701b-1)

The following information is submitted in support of the application

- 1 LOCATION County Clay
 Watershed Houlka Creek
- 2 PROJECT(S) NAME Houlka Creek along Hopewell Road (See Attachment)
- 3 NATURE AND SCOPE OF THE PROBLEMS AND ASSISTANCE NEEDED (See Section 12 22(b) of the National Watershed Manual)
 Problem SECTION 10, T-165, R4E
Heavy rains May 2010 caused erosion threatening roadway/Hopewell Road
 Assistance Needed Stabilization of roadway & bank
- 4 EXTENT OF LOCAL PARTICIPATION (Furnishing landrights and carrying out maintenance in addition to their 15% cost-share participation)
 \$54 638 00
 \$9,642 00
 \$64 280 00

5 ENVIRONMENTAL CONSIDERATIONS Please refer to the Environmental Evaluation Worksheet for Environmental considerations

6 RECOMMENDED PRIORITY OF WORK This applies primarily to organized watersheds that are applying for several different types of repair work It may apply to some group work outside organized watersheds)

7 Witness the signature of the undersigned sponsoring local organization on the dates shown

Clay County MS
 By [Signature]
 Title Clay County Board
 Address 75 [unclear]
West Point, MS
39173

This action was approved at an official meeting of Clay County on March 8, 2012 State of Mississippi
 Attest [Signature]
 (Signature of Secretary)
 Address P.O. Box 815
West Point, MS
39173

C

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT
LOCALLY LED CONTRACTING

This agreement is entered into by and between **United States Department of Agriculture, Natural Resources Conservation Service** hereinafter referred to as **NRCS** and **Clay County Board of Supervisors**, referred to as the **Sponsor** and the **Contracting Local Organization**

WITNESSETH THAT

WHEREAS, under the provisions of Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U S C 701b-1, and Section 403 of the Agricultural Credit Act of 1978, Public Law 95-334 as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996 Public Law 104-127, 16 U S C 2203 (CFDA 10 923) NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of watershed, and

WHEREAS, NRCS and the Sponsors agree to install emergency watershed protection measures to relieve hazards created by a storm on May 1-2, 2010

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows

- A** It is agreed that the following described work is to be performed at an estimated cost of \$64,280 00

DSR Number(s)

28101251003

Description of Work

**Houlka Creek along Hopewell Road
Install bank stabilization to protect roadway**

B The Sponsor will

- 1 Provide 15 percent of the cost for the emergency watershed protection measures described in Section A. This cost to the sponsor is estimated to be \$9,642 00
- 2 Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with NRCS programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans for works of improvement will be reviewed and approved by a Professional Engineer registered in State of Mississippi, prior to submittal to NRCS
- 3 Provide in-kind contribution of design, construction, inspection, and contract administration
- 4 Designate an individual to serve as liaison officer between the Sponsor and NRCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to NRCS
- 5 Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising for construction. Certification will be provided on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. An Attorney's opinion as to the adequacy of landrights is required
- 6 Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining adequate land and water rights permits, and licenses needed for the emergency watershed protection measures described in Section A
- 7 Contract for engineering services, professional services, and construction of the emergency watershed protection measures described in Section A in accordance with 7 CFR 3016.36, applicable state requirements and the Sponsor's procurement regulations. The Sponsor will provide NRCS a copy of each solicitation (Invitation for Bids, Request for Quotations), bid abstract, and awarded contract
- 8 Issue an invitation for bids which is to contain NRCS requirements including Form NRCS-AS-43, drawings and specifications, and Contracting Local Organization requirements
- 9 Receive, protect and open bids. Determine the lowest qualified bidder, and with written concurrence of the State Administrative Officer make award
- 10 Comply with the requirements of the provisions included in Attachment A to this agreement. If applicable, complete the attached "Clean Air and Water Certification" included in Attachment A

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- 11 Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in *Attachment B* to this agreement
- 12 Provide copies of site maps to appropriate Federal and State agencies for environmental review Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures
- 13 Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project
- 14 Pay the contractor as provided in the contract(s) Submit billings for reimbursement of incurred costs to NRCS on Form SF-270, Request for Advance or Reimbursement The request will be supported by documents that will permit NRCS to reasonably assure itself that such costs were adequately documented and incurred for the NRCS cost-shared items of work described in Section A of this agreement
- 15 Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208 EFT procedures will comply with USDA National Finance Center (NFC) requirements
- 16 Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of contract(s) awarded under this agreement This includes, but is not limited to, disputes, claims protests of award, source selection and evaluation and litigation that may result from the project Such actions will be at the expense of the sponsor including legal expenses
- 17 Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement
- 18 Arrange for and conduct final inspection of completed emergency watershed protection measures Provide a certification statement to NRCS that the project was installed in accordance with contractual requirements and the terms of this agreement
- 19 Upon completion and acceptance of all work, when provided by the terms of the contract obtain a written release form the contractor of all claims against the Contracting Local Organization arising by virtue of the contract
- 20 Upon acceptance of the work from the contractor(s) assume responsibility for operation and maintenance (in accordance with the **Operation and Maintenance Agreement**)

①

- 21 Be responsible for all administrative expenses necessary to arrange for and carry out the works of improvement described in Section A. These administrative matters include but shall not be limited to facilities, clerical expenses, and legal counsel, including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.
- 22 If needed, upon completion of emergency protection measures and the elimination of the threat, take action to bring the measures up to reasonable standards by other means and/or authority. Unless the measures are brought up to reasonable standards, the sponsor will not be eligible for future funding under the Emergency Watershed Protection Program.
- 23 Administer action under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-133, and other Rules referenced in 7 CFR 3015.
- 24 Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.
- 25 The attached assurances and certification (SF-424D) are hereby incorporated in this award.

C NRCS will

- 1 Provide 85 percent of the construction cost for the emergency watershed protection measures described in Section A. This cost to NRCS is estimated to be \$54,638.00.
- 2 Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will periodically check progress and agreement compliance by the Sponsor, and provide advice and counsel as needed.
- 3 Review and concur with construction plans as identified in Section B of this agreement.
- 4 Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement, with supporting documentation.
- 5 Upon notification of the completion of construction, NRCS shall promptly review the performance of the Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed.

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- 6 Designate an individual to serve as liaison officer between the NRCS and the sponsor. The NRCS engineer assigned to the project will serve in this position. The major duties, responsibilities and authorities of the liaison officer will be to assist in the final inspection, certify along with the Sponsor's Professional Engineer when all work has been completed according to the specifications and drawings. Review and approve SF-270 and supporting documents for reimbursement to the Sponsor.

D It is mutually agreed that

- 1 This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded. All work required under this agreement must be completed by **August 31, 2012**.
- 2 The contracts for design services and construction described in Section A will not be awarded to the Sponsor or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.
- 3 In the event of contractor default, any additional funds properly allocable as construction costs required to ensure completion of the project described in Section A are to be contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected for the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
- 4 This agreement may be amended as mutually agreed by written amendment duly executed by authorized officials of the signatory parties to this agreement.
- 5 The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
- 6 This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
- 7 NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

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- 8 No member of or delegate to Congress or Resident Commissioner shall be admitted to any share of part of this agreement, or to any benefit that may arise there from, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit

- 9 By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies

Sponsor Clay County Board of Supervisors This action authorized at an official meeting of
 By [Signature] Clay County on the 24th day of
 Title Board of Supervisors President March, 2012, at Clay County Courthouse
 Date 3/24/12 State of Mississippi

ATTEST
[Signature]
 (Signature)
Chancery Clerk
 (Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By _____
 Title _____
 Date _____

C

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT
LOCALLY LED CONTRACTING

This agreement is entered into by and between **United States Department of Agriculture, Natural Resources Conservation Service** hereinafter referred to as **NRCS** and **Clay County Board of Supervisors**, referred to as the **Sponsor** and the **Contracting Local Organization**

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WHEREAS, under the provisions of Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U S C 701b-1, and Section 403 of the Agricultural Credit Act of 1978, Public Law 95-334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996 Public Law 104-127 16 U S C 2203 (CFDA 10 923), NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of watershed, and

WHEREAS NRCS and the Sponsors agree to install emergency watershed protection measures to relieve hazards created by a storm on May 1-2, 2010

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows

- B** It is agreed that the following described work is to be performed at an estimated cost of \$64,280 00

DSR Number(s)

28101251003

Description of Work

Houlka Creek along Hopewell Road

Install bank stabilization to protect roadway

C

B The Sponsor will

- 1 Provide 15 percent of the cost for the emergency watershed protection measures described in Section A. This cost to the sponsor is estimated to be **\$9,642 00**
- 2 Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with NRCS programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans for works of improvement will be reviewed and approved by a Professional Engineer registered in State of Mississippi, prior to submittal to NRCS.
- 3 Provide in-kind contribution of design, construction, inspection, and contract administration.
- 4 Designate an individual to serve as liaison officer between the Sponsor and NRCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to NRCS.
- 5 Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising for construction. Certification will be provided on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. An Attorney's opinion as to the adequacy of landrights is required.
- 6 Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.
- 7 Contract for engineering services, professional services, and construction of the emergency watershed protection measures described in Section A in accordance with 7 CFR 3016.36, applicable state requirements and the Sponsor's procurement regulations. The Sponsor will provide NRCS a copy of each solicitation (Invitation for Bids, Request for Quotations), bid abstract, and awarded contract.
- 8 Issue an invitation for bids, which is to contain NRCS requirements including Form NRCS-AS-43, drawings and specifications, and Contracting Local Organization requirements.
- 9 Receive, protect and open bids. Determine the lowest qualified bidder, and with written concurrence of the State Administrative Officer, make award.
- 10 Comply with the requirements of the provisions included in Attachment A to this agreement. If applicable, complete the attached "Clean Air and Water Certification" included in Attachment A.

C

- 11 Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in *Attachment B* to this agreement
- 12 Provide copies of site maps to appropriate Federal and State agencies for environmental review Sponsor will notify NRCS of environmental clearance modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures
- 13 Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project
- 14 Pay the contractor as provided in the contract(s) Submit billings for reimbursement of incurred costs to NRCS on Form SF-270, Request for Advance or Reimbursement The request will be supported by documents that will permit NRCS to reasonably assure itself that such costs were adequately documented and incurred for the NRCS cost-shared items of work described in Section A of this agreement
- 15 Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208 EFT procedures will comply with USDA National Finance Center (NFC) requirements
- 16 Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of contract(s) awarded under this agreement This includes, but is not limited to, disputes, claims, protests of award source selection and evaluation and litigation that may result from the project Such actions will be at the expense of the sponsor including legal expenses
- 17 Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement
- 18 Arrange for and conduct final inspection of completed emergency watershed protection measures Provide a certification statement to NRCS that the project was installed in accordance with contractual requirements and the terms of this agreement
- 19 Upon completion and acceptance of all work when provided by the terms of the contract obtain a written release from the contractor of all claims against the Contracting Local Organization arising by virtue of the contract
- 20 Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance (**in accordance with the Operation and Maintenance Agreement**)

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- 21 Be responsible for all administrative expenses necessary to arrange for and carry out the works of improvement described in Section A. These administrative matters include but shall not be limited to facilities, clerical expenses, and legal counsel, including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.
- 22 If needed, upon completion of emergency protection measures and the elimination of the threat, take action to bring the measures up to reasonable standards by other means and/or authority. Unless the measures are brought up to reasonable standards, the sponsor will not be eligible for future funding under the Emergency Watershed Protection Program.
- 23 Administer action under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-133, and other Rules referenced in 7 CFR 3015.
- 24 Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit examination, excerpts, and transcripts.
- 25 The attached assurances and certification (SF-424D) are hereby incorporated in this award.

C NRCS will

- 1 Provide 85 percent of the construction cost for the emergency watershed protection measures described in Section A. This cost to NRCS is estimated to be \$54,638.00.
- 2 Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will periodically check progress and agreement compliance by the Sponsor, and provide advice and counsel as needed.
- 3 Review and concur with construction plans as identified in Section B of this agreement.
- 4 Make payment to the Sponsor covering NRCS share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement, with supporting documentation.
- 5 Upon notification of the completion of construction, NRCS shall promptly review the performance of the Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed.

- 6 Designate an individual to serve as liaison officer between the NRCS and the sponsor. The NRCS engineer assigned to the project will serve in this position. The major duties, responsibilities and authorities of the liaison officer will be to assist in the final inspection, certify along with the Sponsor's Professional Engineer when all work has been completed according to the specifications and drawings. Review and approve SF-270 and supporting documents for reimbursement to the Sponsor.

D It is mutually agreed that

- 1 This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded. All work required under this agreement must be completed by **August 31, 2012**.
- 2 The contracts for design services and construction described in Section A will not be awarded to the Sponsor or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.
- 3 In the event of contractor default, any additional funds properly allocable as construction costs required to ensure completion of the project described in Section A are to be contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected for the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
- 4 This agreement may be amended as mutually agreed by written amendment duly executed by authorized officials of the signatory parties to this agreement.
- 5 The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
- 6 This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
- 7 NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

- 8 No member or delegate to Congress or Resident Commissioner shall be admitted to any share of part of this agreement or to any benefit that may arise there from, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit

- 9 By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies

Sponsors Clay County Board of Supervisors This action authorized at an official meeting of Clay County Board of Supervisors on the 8th day of March 2012 at Clay County Courthouse
 By [Signature]
 Title President Board of Supervisors
 Date 3/8/12 State of Mississippi
 ATTEST [Signature]
 (Signature)
Chancery Clerk
 (Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

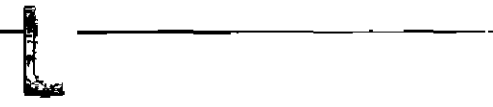
By _____
 Title _____
 Date _____

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ATTACHMENT A SPECIAL PROVISIONS

- I DRUG-FREE WORKPLACE CERTIFICATION
- II CERTIFICATION REGARDING LOBBYING
- III CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS
- IV CLEAN AIR AND WATER CERTIFICATION
- V ASSURANCES AND COMPLIANCE
- VI EXAMINATION OF RECORDS

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ATTACHMENT A SPECIAL PROVISIONS

The signatories (grantee recipient sponsor or cooperator) agrees to comply with the following special provisions which are hereby attached to this agreement

I Drug-Free Workplace

By signing this agreement the recipient is providing the certification set out below. If it is later determined that the recipient knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the NRCS in addition to any other remedies available to the Federal Government may take action authorized under the Drug Free Workplace Act

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15)

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence or both by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes

Criminal drug statute means a Federal or non Federal criminal statute involving the manufacturing, distribution, dispensing, use or possession of any controlled substance

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant and (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers even if used to meet a matching requirements, consultants or independent contractors not on the grantees payroll, or employees of subrecipients or subcontractors in covered workplaces)

Certification

A. The grantee certifies that it will or will continue to provide a drug free workplace by

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition

(b) Establishing an ongoing drug free awareness program to inform employees about

- (1) The danger of drug abuse in the workplace
- (2) The grantee's policy of maintaining a drug free workplace
- (3) Any available drug counseling, rehabilitation, and employee assistance programs, and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)

(d) Notifying the employee in the statement required by paragraph 9a) that as a condition of employment under the grant the employee will

- (1) Abide by the terms of the statement, and
- (2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction

(e) Notifying NRCS in writing within ten calendar days after receiving notice under paragraph 9(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant

(f) Taking one of the following actions within 30 calendar days of receiving notice under paragraph (d)(2) with respect to any employee who is so convicted -

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(1) Taking appropriate personnel action against such an employee up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State or local health law enforcement or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b) (c) (d) (e) and (f)

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency

B The recipient may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement

II Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,000)

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the recipient to any person for influencing or attempting to influence an officer or employee of an agency Member of Congress and officer or employer of Congress or a Member of Congress in connection with the awarding of any Federal contract the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension continuation, renewal, amendment, or modification of any Federal contract grant loan or cooperative agreement

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

(3) The recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts subgrants and contracts under grants loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

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

III Certification Regarding Debarment, Suspension, and Other Responsibility matters - Primary Covered Transactions, (7 CFR 3017)

(1) The recipient certifies to the best of its knowledge and belief that it and its principals

(a) Are not presently debarred suspended proposed for debarment declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining attempting to obtain or performing a public (Federal, state or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement theft forgery bribery falsification or destruction of records making false statements or receiving stolen property,

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification and

(d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal State or local) terminated for cause or default

(2) Where the primary recipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement

IV Clean Air and Water Certification (Applicable if this agreement exceeds \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt)

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The recipient signatory to this agreement certifies as follows

(a) Any facility to be utilized in the performance of this proposed agreement is _____ is not _____ listed on the Environmental Protection Agency List of Violating Facilities

(b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS of the receipt of any communication from the Director Office of Federal Activities U S Environmental Protection Agency indicating that any facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities

(c) To include substantially this certification including this subparagraph (c) in every nonexempt subagreement.

Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100 000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U S C 1857c 8(c)(1) or the Federal Water Pollution Control Act (33 U S C 1319(c)) and is listed by EPA or the agreement is not otherwise exempt)

A The recipient agrees as follows

(1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U S C 1857 et seq as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U S C 1251 et seq as amended by Public Law 92-500) respectively relating to inspection monitoring entry reports and information as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act respectively and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS

(2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing

(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed

(4) To insert the substance of the provisions of this clause in any nonexempt subagreement including this subparagraph A (4)

B The terms used in this clause have the following meanings

(1) The term Air Act means the Clean Air Act as amended (42 U S C 1857 et seq as amended by Public Law 91 604)

(2) The term Water Act means Federal Water Pollution Control Act as amended (33 U S C 1251 et seq as amended by Public Law 92 55)

(3) The term clean air standards means any enforceable rules regulations guidelines standards limitations orders controls prohibitions or other requirements which are contained in issued under or otherwise adopted pursuant to the Air Act or Executive Order 11738 an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U S C 1857c 5(d)) and approved implementation procedure or plan under section 111(c) or section 111(d) respectively of the Air Act (42 U S C 1857c 6(c) or (d)) or an approved implementation procedure under section 112(d) of the Air Act (42 U S C 1857c 7(d))

(4) The term clean water standards means any enforceable limitation control condition prohibition standards or other requirement which is promulgated pursuant to the Water Act or contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program as authorized by section 402 of the Water Act (33 U S C 1342) or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U S C 1317)

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency determines that independent facilities are collated in one geographical area.

V Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019 and 3052 which hereby are incorporated in this agreement by reference and such other statutory provisions as are specifically set forth herein.

VI Examination of Records

Give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular

ATTACHMENT B

- I EQUAL OPPORTUNITY (SCS-AS-83)
- II EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION)
(SCS-AS-83)
- III NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS
FOR CERTIFICATIONS OF NONSEGREGATED
FACILITIES
- IV NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION
CONTRACTORS
- V NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES
- VI CERTIFICATION OF NONSEGREGATED FACILITIES (SCS-AS-818)
- VII STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE
ORDER 11246)

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ATTACHMENT B SPECIAL PROVISIONS

CONSTRUCTION

I - EQUAL OPPORTUNITY

The Contracting Local Organization agrees to incorporated or cause to be incorporated into any contract for construction work or modification thereof as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60 which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant contract loan, insurance or guarantee or undertaken pursuant to any Federal program involving such grant, contract, loan insurance or guarantee the following Equal Opportunity (Federally Assisted Construction) clause

II - EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract the Contractor agrees as follows

1 The Contractor will not discriminate against any employee or applicant for employment because of race color religion sex, or national origin The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race color religion sex, or national origin Such action shall include but not be limited to the following Employment, upgrading demotion or transfer recruitment or recruitment advertising, layoff determination rates of pay or other forms of compensation and selection for training including apprenticeship The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause

2 The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race color religion sex or national origin

3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment

4 The Contractor will comply with all provisions of Executive Order No 11246 of September 24 1965 and of the rules regulations and relevant orders of the Secretary of Labor

5 The Contractor will furnish all information and reports required by Executive Order No 11246 of September 24 1965 and by the rules, regulations and orders of the Secretary of Labor or pursuant thereto and will permit access to his books records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules regulations and orders

6 In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules regulations or orders this contract may be canceled terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No 11246 of September 24 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No 11246 of September 24 1965 or by rule regulation or order of the Secretary of Labor or as provided by law

7 The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24 1965 so that such provisions will be binding upon each subcontractor or vendor The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance Provided however that in the event a Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States

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The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work. Provided however that if the Contracting Local Organization so participating is a State or local government the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations and relevant orders of the Secretary of Labor that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965 with a Contractor debarred from, or who has not demonstrated eligibility for Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization and refer the case to the Department of Justice for appropriate legal proceedings.

III - NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required as follows:

IV - NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

(a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:

V - NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

VI - CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10 000 which are not exempt from the Equal Opportunity Clause)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments and that he/she does not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, dog fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national of because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10 000 which are not exempt from the provisions of the Equal Opportunity Clause and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U S C 1001

Contractor

Signature

_____ _____
Title Date

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VII STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

(EXECUTIVE ORDER 11246)

- I As used in these specifications
- a "Covered area" means the geographical area described in the solicitation from which this contract resulted
- b Director means Director Office of Federal Contract Act Compliance Program United States Department of Labor or any person to whom the Director delegates authority
- c Employer identification number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return U.S. Treasury Department Form 941
- d "Minority" includes
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
 - (ii) Hispanic (all persons of Mexican Puerto Rican Cub Central or South American or other Spanish Culture or origin regardless of race)
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East Southeast Asia the Indian Subcontinent or the Pacific Islands) and
 - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification)
- 2 Whenever the Contractor or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted
- 3 If the Contractor is participating (pursuant to 41 CFR 60.45) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4 The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7 a through 7 p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female union that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the *Federal Register* in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.
- 5 Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications Executive Order 11246 or the regulations promulgated pursuant thereto.

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- 6 In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7 The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
- a **Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites and in all at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.**
 - b Establish and maintain a current list of minority and female recruitment sources; provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available; and maintain a record of the organization's responses.
 - c Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in a file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
 - e Develop on the job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7 b above.
 - f Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g Review at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assessment, layoff, termination or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Fore, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

- j Direct its recruitment efforts both oral and written to minority female and community organizations to schools with minorities and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other training by any recruitment sources the Contractor shall send written notification to organizations such as the above describing the openings screening procedure and tests to be used in the selection process
 - j Encourage present minority and female employees to recruit other minority persons and women and where reasonable provide after school summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce
 - k Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3
 - l Conduct at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for through appropriate training etc such opportunities
 - m Ensure that seniority practices job classification work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out
 - n Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes
 - o Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers including circulation of solicitations to minority and female contractor associations and other business associations
 - p Conduct a review at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations
- 8 Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7 a through 7 p). The efforts of a contractor association, joint contractor union contractor-community, or other share group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under Paragraphs 7 a through 7 p of these Specifications provided that the Contractor actively participates in the group makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply however is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance
- 9 A single goal for minorities and a separate single goal for women have been established. The Contractor however is required to provide equal employment opportunity and to take affirmative action for all minority groups both male and female and all women both minority and nonminority. Consequently the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example even though the Contractor has achieved its goals for women generally the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized)
- 10 The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race color religion, sex or national origin
- 11 The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246
- 12 The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended and its implementing regulations by

the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.

- 13 The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easy understandable and retrievable form however to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- 14 The Contractor in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.
- 15 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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ASSURANCES RELATING TO
REAL PROPERTY ACQUISITION

A **PURPOSE** - This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U S Department of Agriculture which is required in connection with the installation project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service

B **PROJECT MEASURES COVERED** -

Name of project DSR 28101251003

Identity of improvement or development Bank Stabilization

Location Clay Co - Site(s) Houlika Creek along Hopewell Road

C **REAL PROPERTY ACQUISITION ASSURANCE** -

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation, and this assurance was not previously provided for in the watershed, project measure, or other type of plan

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U S C 4601-4655), as implemented in 7 C F R Part 21 Any exceptions taken from the real property acquisition requirements under the authority of 42 U S C 4655 because of State law have been or are hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished

D **ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS** -

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, inspect and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired

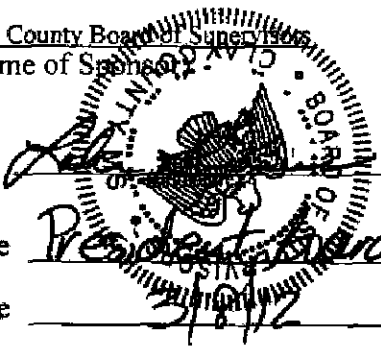
If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court

Clay County Board of Supervisors
(Name of Sponsor)

By [Signature]

Title President Board of Supervisors

Date 3/8/12



This action is authorized at an official meeting

of the Clay County Board of Supervisors

on 8th day of March, 2012

State of Mississippi

Attest

[Signature]
(Name)

Chancery Clerk
(Title)

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FINANCIAL MANAGEMENT SYSTEM

The sponsor responsible for managing the finances of Section 216, Public Law 81-516, work in which the NRCS has a financial interest must develop and maintain a financial management system which shall provide for

- (a) Accurate, current and complete disclosure of the financial results of each Public Law 516 undertaking in which NRCS has a financial interest in accordance with NRCS reporting requirements. When the NRCS requires reporting on an accrual basis and the sponsor's accounting records are not kept on that basis, the sponsor should develop such information through an analysis of the documentation on hand or on the basis of best estimates
- (b) Records which identify adequately the source and application of funds for Public Law 516 financially supported undertakings. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income
- (c) Effective control over and accountability for all funds, property and other assets. Sponsors shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes
- (d) Comparison of actual with budgeted amounts for each undertaking, i.e., each project agreement, land rights agreement, agreement for services and relocation agreement. Also, relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by NRCS
- (e) Procedures to minimize the time elapsing between the transfer of funds from the U S Treasury and disbursement by the sponsor, whenever funds are advanced by the NRCS. When advances are made by a letter of credit method, the sponsor shall make draw-downs from the U S Treasury through its commercial bank as close as possible to the time of making the disbursements
- (f) Procedures for determining the allowability and allocability of costs in accordance with the NRCS obligating instrument (project agreement, agreement for services, land rights agreement, relocation agreement) and the applicable NRCS program handbook (Watershed Protection Handbook or Resource Conservation and Development Projects Handbook)
- (g) Accounting records which are supported by source documentation
- (h) Audits to be made by the sponsor or at the sponsor's direction, to determine at a minimum the fiscal integrity of financial transactions and reports, and the compliance with laws, regulations and administrative requirements. The sponsor will schedule such audits with reasonable frequency, usually annually, but not less frequently than once every two years, considering the nature, size and complexity of the activity
- (i) A systematic method to assure timely and appropriate resolution of audit findings and recommendations

The Clay County Board of Supervisors (MS) has a Financial Management System that complies with the requirements of Section 510 50 of the Contracts, Grants, and Cooperative Agreements Manual as shown above

Clay County Board of Supervisors (MS)
By [Signature]
Title Board of Supervisors, President
Date 3/8/12

This action is authorized at an official meeting of the

Clay County Board of Supervisors (MS)

on 8th day of March, 2012 at

Clay County Courthouse
205 Court Street

State of Mississippi

Attest

[Signature]
(Signature)

Chancery Clerk
(Title)

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U S DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENT (GRANTS)
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

Alternative I

- A The grantee certifies that it will or will continue to provide a drug-free workplace by
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition,
 - (b) Establishing an ongoing drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace,
 - (2) The grantee's policy of maintaining a drug-free workplace,
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace,
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a),
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement, and
 - (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction,
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant,
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

- (1) Taking appropriate personnel action against such an employee up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency,
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f)

B The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant

Place of Performance (Street address, city, county, state, zip code)

Clay County Board of Supervisors (MS)

Check if there are workplaces on file that are not identified here

Clay County Board of Supervisors (MS)

Organization Name

Houlka Creek along Hopewell Road

Project Name

Mike Lipmanus President

Name and Title of Authorized Representative



Signature

3/8/12

Date

INSTRUCTIONS FOR CERTIFICATION

- 1 By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2
- 2 The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the Agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- 3 Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- 4 Workplace identification must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all



vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios)

5 If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three)

6 Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to the certification. Grantee's attention is called, in particular, to the following definitions from these rules

"Controlled Substance" means a controlled substance in Schedule I through V of the Controlled Substances Act (21 U S C 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15),

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes,

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance,

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including (i) all "direct charge" employees, (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant, and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces)

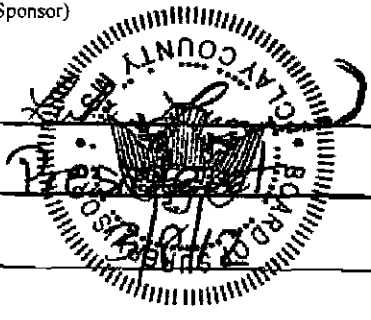
Form AD-1049 (REV 5/90)

STANDARDS OF CONDUCT

The Contracting Local Organization for the Clay County Board of Supervisors hereby agrees that its officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. The contract or other procurement action shall not be awarded to a sponsor, the Contracting Local Organization, or firm in which any official of such organization, or any member of such official's immediate family, has direct or indirect interest in the recurring profits or contracts of such firms. To the extent permissible by state or local laws, rules or regulations, such standards as herein stated above shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by either the Contracting Local Organization officers, employees, or agents, or by contractors or their agents.

Clay County Board of Supervisors (MS)
(Name of Sponsor)

By _____
Title _____
Date _____



This action is authorized at an official meeting of the Clay County Board of Supervisors on the 8th day of March, 2012.

State of Mississippi

Attest _____
(Name)
Charvey Clark
(Title)

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OPERATION AND MAINTENANCE AGREEMENT

This agreement is entered into by and between the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter referred to as NRCS, and the following organization(s), hereinafter referred to as the Sponsor(s)

Clay County Board of Supervisors (MS)

The Sponsor(s) and the Service agree to carry out the terms of this agreement for the operation and maintenance of the project measures in the State of Mississippi. The project measures covered by this agreement are identified as follows: Streambank stabilization with rock riprap- Houlka Creek along Hopewell Road

I OPERATIONS

- A The Sponsor(s) will be responsible for operating the measure without cost to the Service as follows
 - 1 In compliance with applicable Federal, State and local laws,
 - 2 In compliance with the conditions set out in the instruments by which rights were acquired to install, operate and maintain the measure(s),
 - 3 In a manner that will protect the environment and permit the measure(s) to serve the purpose for which installed as set forth in the program agreement,
 - 4 In keeping with the requirements to provide inspection, operation and maintenance reports within the time frame provided in the attached plan
- B The Service will, upon request of the Sponsor(s) and to the extent that its resources permit, provide consultative assistance in the operation of the structural measures
- C Admission or users fees shall be charged only as necessary to produce revenues required by the Sponsor(s) to amortize its share of installation costs for that portion of the measures pertaining to recreation of fish and wildlife and to provide adequate inspection, operation, maintenance, and replacement of the same
- D In a recreation or fish and wildlife measure the Sponsor(s) may dispense such services and commodities, or arrange with private concessionaires for the dispensing of such services and commodities, which will contribute to the full use and enjoyment of the measure by the public at prices which are reasonable and compatible with prices for similar services and commodities within the area served by the measure

II MAINTENANCE

- A The Sponsor(s) will

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- 1 Be responsible for and promptly perform or have performed without cost to the Service all maintenance of the measures determined by either the Sponsor(s) or the Service to be needed
 - 2 Obtain prior Service approval of all plans, designs and specifications for maintenance work
- B The Service will upon request of the Sponsor(s) and to the extent that its resources will permit, provide consultative assistance in the maintenance of the measure(s)

III REPLACEMENT

- A The Sponsor(s) will be responsible for the replacement of parts or portions of the measure(s) which has a physical life of less duration than the evaluated life of the measure(s)
- B The Service will upon request of the Sponsor(s), provide consultative assistance in the replacement of measure parts or portions

IV PLAN OF OPERATION AND MAINTENANCE

The Service and the Sponsor(s) will prepare a detailed plan of operation and maintenance for each measure covered by the agreement. More than one measure may be included in a single plan provided that the measures are sufficiently similar to warrant such action. Each such plan shall be attached to become a part of this agreement.

V INSPECTIONS AND REPORTS

- A The sponsor(s) will inspect the measures at least annually and after each major storm or occurrence of any unusual conditions that might adversely affect the measure(s)
- B The Service or Federal land administering agency may inspect the measures at any reasonable time during the period covered by this agreement. At the discretion of the State Conservationist, Service personnel may assist the Sponsor(s) in their inspection.
- C A written report will be made of each inspection. A copy of each report will be provided by the inspecting party to the other party within ten days of the date on which the inspection was made. The report will describe the conditions found and list any corrective action needed with a time frame to complete each action.

VI TIME OF RESPONSIBILITY

The Sponsor(s)' responsibility for operation and maintenance begins when a part of or all of the work of installing a measure is completed and accepted or is determined complete by the Service. This responsibility shall continue until the expiration of the evaluated life of all the installed project measures. This does not relieve the Sponsor(s)' liability which continues throughout the life of the measure or until the measure is modified to remove potential loss of life or property.

VII RECORDS

The Sponsor(s) will maintain in a centralized location a record of all inspections and significant actions taken, cost of performance and completion date with respect to

operation, maintenance and replacement The Service may inspect these records at any reasonable time during the term of the agreement

VIII GENERAL

- A The Sponsor(s) will
 - 1 Prohibit the installation of any structure or facilities that will interfere with the operation or maintenance of the project measures
 - 2 Obtain prior Service approval of the plans and specifications for any alteration or improvement to the structural measures
 - 3 Obtain prior Service approval of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the agreement after it has been signed by the Sponsor(s) and the other party
- B Service personnel will be provided the right to free access to the project measures at any reasonable time for the purpose of carrying out the terms of this agreement
- C The responsibilities of the Sponsor(s) under this agreement are effective simultaneously with the acceptance of the project measures in whole or part
- D Comply with the attached PROPERTY MANAGEMENT STANDARDS

Name of Sponsor Clay County Board of Supervisors (MS)

By [Signature] Title President Date 3/8/12

This action was authorized at an official meeting of the Sponsor named immediately above on March 8, 2012 at Clay County Court House

Attest [Signature] Title Chancery Clerk

Natural Resources Conservation Service, United States Department of Agriculture

By _____ Title _____ Date _____

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OPERATION AND MAINTENANCE PLAN
Clay County Board of Supervisors
Houlka Creek along Hopewell Road

I Operation

The Sponsors will operate this measure in accordance with the terms of the Operation and Maintenance Agreement. This includes the administration, management, and performance of nonmaintenance actions needed to keep completed works of improvement functioning as planned.

II Maintenance

- A The channel should be maintained in such a way as to keep it free of any debris, silt bars or other obstructions that will reduce its capacity. Bank stabilization measures should be used to prevent erosion. The undesirable vegetation should be cut or sprayed with approved herbicides and removed from the channel. An access road should be maintained along side the channel for easy maintenance.
- B It is anticipated that the following items of maintenance, repair, or replacement will be needed during the effective life of the measure.
- 1 Vegetation
 - a Reseed, resod, and fertilize areas of stand or areas destroyed by erosion, freezing, or drought. If necessary, restore eroded areas before reseeding.
 - b Cut or spray with approved herbicide and remove undesirable vegetation. Observe local ordinances regarding spraying and burning.
 - c Fertilize vegetation as required to maintain a vigorous stand.
 - d Control grazing to insure proper vegetative cover.
 - e Mow grass at regular intervals to maintain optimum cover.
 - 2 Channels - lined and unlined
 - a Remove sand and gravel bars and properly dispose of them outside the channel perimeter.
 - b Remove and properly dispose of debris. Give special attention to removal and proper disposal of debris and repair erosion damage at structures.
 - c Replace, reinforce, or extend riprap where needed. Make repairs to grade control structures where needed.
 - d Keep access roads for maintenance and maintenance travelways in usable condition.
 - e Maintain dikes and spoil to divert water to protected inlets and prevent overbank flow.
 - f Renovate channel banks damaged by storm flow.
 - g Rehabilitate damaged pipe inlets from fields or side channels. Replace eroded soil adjacent to structures.

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- C The estimated average annual cost of providing the necessary maintenance for this measure is \$200 00 Funds to finance this cost will be provided by the Clay County Board of Supervisors, from general tax revenues
- D The Clay County Board of Supervisors will be responsible for and promptly perform or have performed all maintenance of the measure determined by either the Sponsors or the Service to be needed

The Clay County Board of Supervisors, with consulting assistance from the Natural Resources Conservation Service, will assist in the maintenance which can be accomplished with normal farm equipment such as removal of debris, control of undesirable vegetation, controlled grazing and mowing, and fertilizing vegetation

- E The measure will be inspected at least annually and after unusually severed floods or the occurrence of any other unusual condition that might adversely affect the measure Annual inspections will be performed during the month of July Annual and special inspections will include but not be limited to an examination of the following items

- 1 Stability of channel grades and side slopes
- 2 Excessive sedimentation
- 3 Condition of rip-rapped areas
- 4 Obstructions and undesirable vegetative growth
- 5 Scour at bridge piers, abutments and other adjacent property
- 6 Severity of erosion of berms and undesirable vegetative growth
- 7 Condition of cleared and snagged areas
- 8 Condition of fences and gates

- F A written report will be made of each inspection as provided in the O&M Agreement A follow-up report will be provided when all corrective action has been accomplished

- G The requirements will remain in effect until the expiration of the effective life of the measure based on a mutual determination of the Sponsors and the Service

- H Service personnel will assist the Sponsors on annual and special inspections until such time as the State Conservationist determines that Service participation is no longer necessary At this time, he will so notify the Sponsor in writing This notice will constitute an amendment to the Plan

- I Each sponsoring organization that has responsibility for O&M of any project measure will be furnished an Operation and Maintenance Handbook The handbook is to acquaint Sponsors with the essentials of operating and maintaining their projects The information and suggestions can help Sponsors understand the jobs and how to carry them out in a timely and efficient manner

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ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response including time for reviewing instructions searching existing data sources gathering and maintaining the data needed and completing and reviewing the collection of information Send comments regarding the burden estimate or any other aspect of this collection of information including suggestions for reducing this burden to the Office of Management and Budget Paperwork Reduction Project (0348-0042) Washington DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY

NOTE Certain of these assurances may not be applicable to your project or program If you have questions please contact the Awarding Agency Further certain Federal assistance awarding agencies may require applicants to certify to additional assurances If such is the case you will be notified

As the duly authorized representative of the applicant I certify that the applicant


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| <p>1 Has the legal authority to apply for Federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning management and completion of the project described in this application</p> <p>2 Will give the awarding agency the Comptroller General of the United States and if appropriate the State through any authorized representative access to and the right to examine all records books papers or documents related to the assistance and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives</p> <p>3 Will not dispose of modify the use of or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non discrimination during the useful life of the project</p> <p>4 Will comply with the requirements of the assistance awarding agency with regard to the drafting review and approval of construction plans and specifications</p> <p>5 Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State</p> <p>6 Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency</p> <p>7 Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain</p> | <p>8 Will comply with the Intergovernmental Personnel Act of 1970 (42 U S C §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C F R 900 Subpart F)</p> <p>9 Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U S C §§4801 et seq) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures</p> <p>10 Will comply with all Federal statutes relating to non discrimination These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P L 88-352) which prohibits discrimination on the basis of race color or national origin (b) Title IX of the Education Amendments of 1972 as amended (20 U S C §§1681 1683 and 1685-1686) which prohibits discrimination on the basis of sex (c) Section 504 of the Rehabilitation Act of 1973 as amended (29 U S C §794) which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975 as amended (42 U S C §§6101-6107) which prohibits discrimination on the basis of age (e) the Drug Abuse Office and Treatment Act of 1972 (P L 92 255) as amended relating to nondiscrimination on the basis of drug abuse (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970 (P L 91-616) as amended relating to nondiscrimination on the basis of alcohol abuse or alcoholism (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U S C §§290 dd-3 and 290 ee 3) as amended relating to confidentiality of alcohol and drug abuse patient records (h) Title VIII of the Civil Rights Act of 1968 (42 U S C §§3601 et seq) as amended relating to nondiscrimination in the sale rental or financing of housing (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application</p> |
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Standard Form 424D (Rev 7-97)
Prescribed by OMB Circular A 102

- 11 Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P L 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12 Will comply with the provisions of the Hatch Act (5 U S C §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13 Will comply as applicable with the provisions of the Davis-Bacon Act (40 U S C §§276a to 276a-7) the Copeland Act (40 U S C §276c and 18 U S C §874) and the Contract Work Hours and Safety Standards Act (40 U S C §§327-333) regarding labor standards for federally-assisted construction subagreements.
- 14 Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P L 93 234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10 000 or more.
- 15 Will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P L 91 190) and Executive Order (EO) 11514 (b) notification of violating facilities pursuant to EO 11738 (c) protection of wetlands pursuant to EO 11990 (d) evaluation of flood hazards in floodplains in accordance with EO 11988 (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U S C §§1451 et seq) (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955 as amended (42 U S C §§7401 et seq) (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended (P L 93-523) and (h) protection of endangered species under the Endangered Species Act of 1973 as amended (P L 93 205).
- 16 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U S C §§1271 et seq) related to protecting components or potential components of the national wild and scenic rivers system.
- 17 Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U S C §470) EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U S C §§469a-1 et seq).
- 18 Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No A 133 Audits of States Local Governments and Non Profit Organizations.
- 19 Will comply with all applicable requirements of all other Federal laws executive orders regulations and policies governing this program.

	
SIGNATURE OF AUTHORIZED REPRESENTING OFFICIAL <i>[Handwritten Signature]</i>	TITLE <i>President, Clay County Board of Supervisors</i>
APPLICANT ORGANIZATION <i>Clay County, NC</i>	DATE SUBMITTED <i>3/2/12</i>

SF-424D (Rev. 7/97) Back

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Natural Resources Conservation Service
2655 Traceland Drive
Tupelo MS 38801
Telephone 662 840 6475
Fax 662 844 4465

Subject Sand Creek along Barr Hill
Clay County MS

Date February 2 2012

To Steve Holman
District Conservationist
NRCS, West Point, MS

File Code 120-11-11-13

Please provide the Clay County Board of Supervisors with the following documents for the subject EWP

- Approved EWP Site Agreement Package Instructions and Checklist for Sponsors
- Application for Emergency Work
- 2 Original Reimbursable Agreements
- Attachments A and B
- Assurances Relating to Real Property Acquisition (ADS-78)
- SAMPLE Title of Opinion
- Financial Management Plan
- Drug Free Certification
- Standards of Conduct
- Operation and Maintenance Agreement and Plan

When the agreement has been properly executed, please ensure that the entire unstapled package is returned to my office After we have checked the package, it will be forwarded to the State Office for signatures

Please advise if additional information is needed

Marshall McLaughlin
Design Engineer

Attachment

cc Tom Heard, Area Conservationist, NRCS, Tupelo, MS
Terry Myers, District Conservationist, NRCS Batesville, MS

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The Natural Resources Conservation Service provides technical assistance and financial effort to help people
 protect and improve the land, water, and wildlife resources of the United States.

Exhibit D

Approved EWP Site Agreement Package Instructions and Checklist
for Sponsors
Locally Led Contract

Sponsor Clay County Board of Supervisors

EWP Site Name Sand Creek Watershed along Barr Hill

The EWP site listed above that you submitted has been approved for funding by NRCS. In order to efficiently move forward with the requirements associated with this site being approved, the following checklist has been developed to assist you (the sponsor) in providing NRCS with the required items needed to ensure continued funding and project completion. Failure to provide the items listed below will delay the start of your project and could result in the termination of project funding if applicable deadlines are not met.

Attached behind this checklist are the following items that will need to be properly filled out and the originals returned to NRCS. Please use this checklist as a guide to ensure that the documents are completed according to the instructions given and that you have completed each required document.

Document Checklist and Instructions

____ **1 Application for Emergency Work** This is a single page document that you should have submitted along with your initial EWP Site Qualification Checklist in order for NRCS to review the site. Please verify that you have submitted this form for each site. If not, this form needs to be signed by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **2 Project Agreement (Complete Copy 1)** There should be two complete 6 page copies of the locally led project agreement in this set of documents. Both copies will need to be filled out exactly the same. Once we receive both copies, our State Conservationist will sign and execute both copies and mail the sponsor one set of the original signed project agreement back for your records. On page 6 the project agreement needs to be signed by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **3 Project Agreement (Complete Copy 2)** This second copy of the project agreement should be filled out exactly like the first copy. We will need both signed copies back.

____ **4 Attachment A - Special Provisions** This five page document lists the special provisions attached to the project agreement. The sponsor needs to read these and return them as is.

____ **5 Attachment B** This eight page document lists additional items attached to the project agreement. The sponsor needs to read these and return them as is.

____ **6 NRCS-ADS-78** This two page document should be signed on page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **7 Title of Opinion** Attached with this package is a sample title of opinion letter which is simply an example of what a title of opinion looks like. Your city attorney or county attorney must copy the sample letter's paragraph onto the attorney's official letterhead and sign it. The attorney is certifying that the sponsor has acquired the temporary easements necessary for a contractor to complete the project.

____ **8 Financial Management** This is a two page document which should be signed on page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **9 Certification Regarding Drug-Free Workplace** This is a three page document that should be signed on page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects).

____ **10 Standards of Conduct** This is a one page document that needs to be signed by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **11 Operation and Maintenance Agreement** This three page agreement should be signed on page 3 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **12 Operation and Maintenance Plan** This two page document should simply be reviewed by the sponsor and returned.

____ **13 SF-424D Assurances - Construction Programs** This two page document should be signed on bottom of page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects).

Keep in mind that there are deadlines associated with this project funding and each project must be completed within 220 days of funding. So your prompt return of the above documents will prevent loss of funding and ensure that the project is completed in the 220 day timeframe.

Please return this completed checklist along with all of the properly filled out documents listed above to the following address:

Natural Resources Conservation Service
ATTN: Nick Specker
2655 Traceland Drive
Tupelo, MS 38801

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APPLICATION FOR EMERGENCY WORK

TO Homer Wilkes State Conservationist
USDA Natural Resources Conservation Service
Suite 1321 Federal Building
100 West Capitol Street
Jackson MS 39269

THROUGH Tom Heard
Area Conservationist
USDA NRCS
2655 Traceland Drive
Tupelo MS 38801

The undersigned local organization makes application for federal assistance under applicable authorities of the Flood Control Act and as amended by Section 216 of the Flood Control Act of 1950 Public Law 81-516(33 USC 701b-1)

The following information is submitted in support of the application

1 LOCATION County Clay

Watershed Sandcreek

2 PROJECT(S) NAME Sand Creek Watershed along Barr Hill (See Attachment)

3 NATURE AND SCOPE OF THE PROBLEMS AND ASSISTANCE NEEDED (See Section 12 22(b) of the National Watershed Manual)

Problem Heavy rains May 1 and 2 2010 caused erosion threatening roadway along Barr Hill road located in S22, T15S, R4E in clay county, MS
Assistance Needed

4 EXTENT OF LOCAL PARTICIPATION (Furnishing landrights and carrying out maintenance in addition to their 15% cost-share participation)

\$68 450 50
\$12,079 50
\$80 530 00

5 ENVIRONMENTAL CONSIDERATIONS Please refer to the Environmental Evaluation Worksheet for Environmental considerations

6 RECOMMENDED PRIORITY OF WORK This applies primarily to organized watersheds that are applying for several different types of repair work It may apply to some group work outside organized watersheds)

7 Witness the signature of the undersigned sponsoring local organization on the dates shown

Clay County, MS
By [Signature]
Title President
Address P.O. Box 39003
West Point, MS

This action was approved at an official meeting of Clay Board on March 8, 2012 State of Mississippi

Attest [Signature]
(Signature of Secretary)
Address P.O. Box 39003
West Point, MS

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UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT
LOCALLY LED CONTRACTING

This agreement is entered into by and between **United States Department of Agriculture, Natural Resources Conservation Service** hereinafter referred to as **NRCS** and **Clay County Board of Supervisors**, referred to as the **Sponsor** and the **Contracting Local Organization**

WITNESSETH THAT

WHEREAS under the provisions of Section 216 of the Flood Control Act of 1950, Public Law 81-516 33 U S C 701b-1, and Section 403 of the Agricultural Credit Act of 1978 Public Law 95-334 as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996 Public Law 104-127, 16 U S C 2203 (CFDA 10 923), NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of watershed and

WHEREAS NRCS and the Sponsors agree to install emergency watershed protection measures to relieve hazards created by a storm on May 1-2, 2010

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows

- A** It is agreed that the following described work is to be performed at an estimated cost of \$80,530 00

DSR Number(s)

28010251004

Description of Work

**Sand Creek Watershed along Barr Hill
Install bank stabilization to protect roadway**

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B The Sponsor will

- 1 Provide 15 percent of the cost for the emergency watershed protection measures described in Section A. This cost to the sponsor is estimated to be \$12,079.50
- 2 Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with NRCS programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans for works of improvement will be reviewed and approved by a Professional Engineer **registered in State of Mississippi**, prior to submittal to NRCS.
- 3 Provide in-kind contribution of design, construction inspection, and contract administration.
- 4 Designate an individual to serve as liaison officer between the Sponsor and NRCS listing his or her duties, responsibilities, and authorities. Furnish this information in writing to NRCS.
- 5 Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising for construction. Certification will be provided on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. An Attorney's opinion as to the adequacy of landrights is required.
- 6 Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining adequate land and water rights, permits and licenses needed for the emergency watershed protection measures described in Section A.
- 7 Contract for engineering services, professional services, and construction of the emergency watershed protection measures described in Section A in accordance with 7 CFR 3016.36, applicable state requirements and the Sponsor's procurement regulations. The Sponsor will provide NRCS a copy of each solicitation (Invitation for Bids, Request for Quotations), bid abstract and awarded contract.
- 8 Issue an invitation for bids, which is to contain NRCS requirements including Form NRCS-AS-43, drawings and specifications, and Contracting Local Organization requirements.
- 9 Receive, protect and open bids. Determine the lowest qualified bidder, and with written concurrence of the State Administrative Officer, make award.
- 10 Comply with the requirements of the provisions included in Attachment A to this agreement. If applicable, complete the attached 'Clean Air and Water Certification' included in Attachment A.

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- 11 Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in *Attachment B* to this agreement
- 12 Provide copies of site maps to appropriate Federal and State agencies for environmental review Sponsor will notify NRCS of environmental clearance, modification of construction plans or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures
- 13 Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project
- 14 Pay the contractor as provided in the contract(s) Submit billings for reimbursement of incurred costs to NRCS on Form SF-270, Request for Advance or Reimbursement The request will be supported by documents that will permit NRCS to reasonably assure itself that such costs were adequately documented and incurred for the NRCS cost-shared items of work described in Section A of this agreement
- 15 Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208 EFT procedures will comply with USDA National Finance Center (NFC) requirements
- 16 Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of contract(s) awarded under this agreement This includes, but is not limited to disputes claims, protests of award source selection and evaluation and litigation that may result from the project Such actions will be at the expense of the sponsor including legal expenses
- 17 Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement
- 18 Arrange for and conduct final inspection of completed emergency watershed protection measures Provide a certification statement to NRCS that the project was installed in accordance with contractual requirements and the terms of this agreement
- 19 Upon completion and acceptance of all work, when provided by the terms of the contract obtain a written release form the contractor of all claims against the Contracting Local Organization arising by virtue of the contract
- 20 Upon acceptance of the work from the contractor(s) assume responsibility for operation and maintenance (in accordance with the **Operation and Maintenance Agreement**)

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- 21 Be responsible for all administrative expenses necessary to arrange for and carry out the works of improvement described in Section A. These administrative matters include but shall not be limited to facilities, clerical expenses, and legal counsel, including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters
- 22 If needed upon completion of emergency protection measures and the elimination of the threat take action to bring the measures up to reasonable standards by other means and/or authority. Unless the measures are brought up to reasonable standards, the sponsor will not be eligible for future funding under the Emergency Watershed Protection Program
- 23 Administer action under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-133 and other Rules referenced in 7 CFR 3015
- 24 Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved whichever is longer. If any litigation is started before the expiration of the 3-year period the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts
- 25 The attached assurances and certification (SF-424D) are hereby incorporated in this award

C NRCS will

- 1 Provide 85 percent of the construction cost for the emergency watershed protection measures described in Section A. This cost to NRCS is estimated to be \$68,450.50
- 2 Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will periodically check progress and agreement compliance by the Sponsor, and provide advice and counsel as needed
- 3 Review and concur with construction plans as identified in Section B of this agreement
- 4 Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement with supporting documentation
- 5 Upon notification of the completion of construction NRCS shall promptly review the performance of the Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed

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- 6 Designate an individual to serve as liaison officer between the NRCS and the sponsor. The NRCS engineer assigned to the project will serve in this position. The major duties, responsibilities and authorities of the liaison officer will be to assist in the final inspection, certify along with the Sponsor's Professional Engineer when all work has been completed according to the specifications and drawings. Review and approve SF-270 and supporting documents for reimbursement to the Sponsor.

D It is mutually agreed that

- 1 This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded. All work required under this agreement must be completed by August 31, 2012.
- 2 The contracts for design services and construction described in Section A will not be awarded to the Sponsor or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.
- 3 In the event of contractor default, any additional funds properly allocable as construction costs required to ensure completion of the project described in Section A are to be contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected for the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
- 4 This agreement may be amended as mutually agreed by written amendment duly executed by authorized officials of the signatory parties to this agreement.
- 5 The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
- 6 This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
- 7 NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

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- 8 No member of or delegate to Congress or Resident Commissioner shall be admitted to any share of part of this agreement, or to any benefit that may arise there from, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit

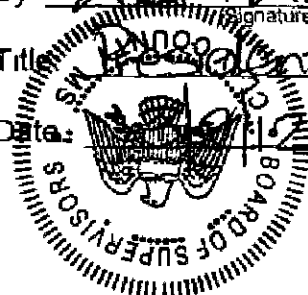
- 9 By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws rules, regulations, and policies

Sponsor Clay County Board of Supervisors

By *[Signature]*
(Signature)

Title *President*

Date: _____



This action authorized at an official meeting of

Clay County on the 24th day of
Board of Supervisors
March 2012 at
Clay County Court House

State of Mississippi

ATTEST

[Signature]
(Signature)
Chancery Clerk
(Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By _____

Title _____

Date _____

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UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT
LOCALLY LED CONTRACTING

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WHEREAS, NRCS and the Sponsors agree to install emergency watershed protection measures to relieve hazards created by a storm on May 1-2, 2010

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- B** It is agreed that the following described work is to be performed at an estimated cost of \$80,530 00

DSR Number(s)

28010251004

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- 2 Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with NRCS programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans for works of improvement will be reviewed and approved by a Professional Engineer registered in State of Mississippi, prior to submittal to NRCS.
- 3 Provide in-kind contribution of design, construction, inspection, and contract administration.
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- 5 Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising for construction. Certification will be provided on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. An Attorney's opinion as to the adequacy of landrights is required.
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- 8 Issue an invitation for bids, which is to contain NRCS requirements including Form NRCS-AS-43, drawings and specifications, and Contracting Local Organization requirements.
- 9 Receive, protect and open bids. Determine the lowest qualified bidder, and with written concurrence of the State Administrative Officer, make award.
- 10 Comply with the requirements of the provisions included in Attachment A to this agreement. If applicable, complete the attached "Clean Air and Water Certification" included in Attachment A.

D

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- 18 Arrange for and conduct final inspection of completed emergency watershed protection measures Provide a certification statement to NRCS that the project was installed in accordance with contractual requirements and the terms of this agreement
- 19 Upon completion and acceptance of all work, when provided by the terms of the contract obtain a written release form the contractor of all claims against the Contracting Local Organization arising by virtue of the contract
- 20 Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance (**in accordance with the Operation and Maintenance Agreement**)

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- 21 Be responsible for all administrative expenses necessary to arrange for and carry out the works of improvement described in Section A. These administrative matters include but shall not be limited to facilities, clerical expenses and legal counsel including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.
- 22 If needed, upon completion of emergency protection measures and the elimination of the threat, take action to bring the measures up to reasonable standards by other means and/or authority. Unless the measures are brought up to reasonable standards, the sponsor will not be eligible for future funding under the Emergency Watershed Protection Program.
- 23 Administer action under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-133, and other Rules referenced in 7 CFR 3015.
- 24 Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit examination, excerpts, and transcripts.
- 25 The attached assurances and certification (SF-424D) are hereby incorporated in this award.

C NRCS will

- 1 Provide 85 percent of the construction cost for the emergency watershed protection measures described in Section A. This cost to NRCS is estimated to be \$68,450.50.
- 2 Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will periodically check progress and agreement compliance by the Sponsor, and provide advice and counsel as needed.
- 3 Review and concur with construction plans as identified in Section B of this agreement.
- 4 Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement, with supporting documentation.
- 5 Upon notification of the completion of construction, NRCS shall promptly review the performance of the Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed.

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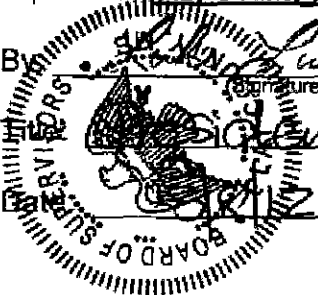
- 6 Designate an individual to serve as liaison officer between the NRCS and the sponsor. The NRCS engineer assigned to the project will serve in this position. The major duties, responsibilities and authorities of the liaison officer will be to assist in the final inspection, certify along with the Sponsor's Professional Engineer when all work has been completed according to the specifications and drawings. Review and approve SF-270 and supporting documents for reimbursement to the Sponsor.

D It is mutually agreed that

- 1 This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded. All work required under this agreement must be completed by August 31, 2012.
- 2 The contracts for design services and construction described in Section A will not be awarded to the Sponsor or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.
- 3 In the event of contractor default, any additional funds properly allocable as construction costs required to ensure completion of the project described in Section A are to be contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected for the defaulting contractor or his or her surety will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
- 4 This agreement may be amended as mutually agreed by written amendment duly executed by authorized officials of the signatory parties to this agreement.
- 5 The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
- 6 This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
- 7 NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

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- 8 No member of or delegate to Congress or Resident Commissioner shall be admitted to any share of part of this agreement, or to any benefit that may arise there from but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit
- 9 By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws rules, regulations, and policies

Sponsor Clay County Board of Supervisors
 By [Signature]
[Signature]
[Signature]


This action authorized at an official meeting of
Clay County on the 9th day of
Board of Supervisors
March 2012 at
Clay County Court House

State of Mississippi
 ATTEST
[Signature]
 (Signature)
Charney Clark
 (Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By _____
 Title _____
 Date _____

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ATTACHMENT A - SPECIAL PROVISIONS

- I DRUG-FREE WORKPLACE CERTIFICATION
- II CERTIFICATION REGARDING LOBBYING
- III CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS
- IV CLEAN AIR AND WATER CERTIFICATION
- V ASSURANCES AND COMPLIANCE
- VI EXAMINATION OF RECORDS

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ATTACHMENT A SPECIAL PROVISIONS

The signatories (grantee recipient sponsor or cooperator) agrees to comply with the following special provisions which are hereby attached to this agreement

I Drug Free Workplace

By signing this agreement, the recipient is providing the certification set out below. If it is later determined that the recipient knowingly rendered a false certification or otherwise violates the requirements of the Drug Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence or both by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance.

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (1) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements, consultants, or independent contractors not on the grantees' payroll, or employees of subrecipients or subcontractors in covered workplaces).

Certification

A. The grantee certifies that it will or will continue to provide a drug-free workplace by

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an ongoing drug-free awareness program to inform employees about

- (1) The danger of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

(d) Notifying the employee in the statement required by paragraph 9a) that as a condition of employment under the grant, the employee will

- (1) Abide by the terms of the statement; and
- (2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction.

(e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph 9(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions within 30 calendar days of receiving notice under paragraph (d)(2) with respect to any employee who is so convicted:

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(1) Taking appropriate personnel action against such an employee up to and including termination consistent with the requirements of the Rehabilitation Act of 1973 as amended or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State or local health law enforcement or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a) (b) (c) (d) (e) and (f)

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency

B The recipient may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement

II Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,000)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the recipient to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress and officer or employer of Congress or a Member of Congress in connection with the awarding of any Federal contract the making of any Federal grant, the making of any Federal loan the entering into of any cooperative agreement and the extension continuation renewal amendment or modification of any Federal contract grant loan or cooperative agreement

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract grant, loan or cooperative agreement the undersigned shall complete and submit Standard Form LLL, 'Disclosure Form to Report Lobbying' in accordance with its instructions

(3) The recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts subgrants and contracts under grants loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

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

III Certification Regarding Debarment, Suspension, and Other Responsibility matters - Primary Covered Transactions, (7 CFR 3017)

(1) The recipient certifies to the best of its knowledge and belief that it and its principals

(a) Are not presently debarred suspended, proposed for debarment declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining attempting to obtain or performing a public (Federal state or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement theft forgery bribery falsification or destruction of records making false statements or receiving stolen property

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification and

(d) Have not within a three year period preceding this application/proposal has one or more public transactions (Federal State or local) terminated for cause or default

(2) Where the primary recipient is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this agreement

IV Clean Air and Water Certification (Applicable if this agreement exceeds \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U S C 1857c 8(c)(1) or the Federal Water Pollution Control Act (33 U S C 1319(c)) and is listed by EPA or is not otherwise exempt)

The recipient signatory to this agreement certifies as follows

(a) Any facility to be utilized in the performance of this proposed agreement is _____ is not _____ listed on the Environmental Protection Agency List of Violating Facilities

(b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS of the receipt of any communication from the Director Office of Federal Activities U S Environmental Protection Agency indicating that any facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities

(c) To include substantially this certification including this subparagraph (c) in every nonexempt subagreement

Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c 8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt)

A The recipient agrees as follows

(1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857 et seq. as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq. as amended by Public Law 92-500) respectively relating to inspection monitoring entry reports and information as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act respectively and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS

(2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing

(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed

(4) To insert the substance of the provisions of this clause in any nonexempt subagreement including this subparagraph A (4)

B The terms used in this clause have the following meanings

(1) The term 'Air Act' means the Clean Air Act as amended (42 U.S.C. 1857 et seq. as amended by Public Law 91-604)

(2) The term 'Water Act' means Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq. as amended by Public Law 92-55)

(3) The term 'clean air standards' means any enforceable rules regulations guidelines standards limitations orders controls prohibitions or other requirements which are contained in issued under or otherwise adopted pursuant to the Air Act or Executive Order 11738 an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c 5(d)) and approved implementation procedure or plan under section 111(c) or section 111(d) respectively of the Air Act (42 U.S.C. 1857c 6(c) or (d)) or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c 7(d))

(4) The term 'clean water standards' means any enforceable limitation control condition prohibition standards or other requirement which is promulgated pursuant to the Water Act or contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program as authorized by section 402 of the Water Act

(33 U.S.C. 1342) or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317)

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(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency determines that independent facilities are collated in one geographical area.

V Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, and 3052 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI Examination of Records

Give the NRCS or the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

ATTACHMENT B

- I EQUAL OPPORTUNITY (SCS-AS-83)
- II EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION)
(SCS-AS-83)
- III NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS
FOR CERTIFICATIONS OF NONSEGREGATED
FACILITIES
- IV NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION
CONTRACTORS
- V NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES
- VI CERTIFICATION OF NONSEGREGATED FACILITIES (SCS-AS-818)
- VII STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE
ORDER 11246)

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ATTACHMENT B SPECIAL PROVISIONS

CONSTRUCTION

I EQUAL OPPORTUNITY

The Contracting Local Organization agrees to incorporated or cause to be incorporated into any contract for construction work or modification thereof as defined in the rules and regulations of the Secretary of Labor at 41 CFR Chapter 60 which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant contract loan insurance or guarantee or undertaken pursuant to any Federal program involving such grant contract loan insurance or guarantee the following Equal Opportunity (Federally Assisted Construction) clause

II - EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract the Contractor agrees as follows

- 1 The Contractor will not discriminate against any employee or applicant for employment because of race color religion sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race color religion sex or national origin. Such action shall include but not be limited to the following: Employment upgrading demotion or transfer recruitment or recruitment advertising layoff determination rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause
- 2 The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race color religion sex or national origin
- 3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment
- 4 The Contractor will comply with all provisions of Executive Order No. 11246 of September 24 1965 and of the rules regulations and relevant orders of the Secretary of Labor
- 5 The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24 1965 and by the rules regulations and orders of the Secretary of Labor or pursuant thereto and will permit access to his books records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules regulations and orders
- 6 In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules regulations or orders this contract may be canceled terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24 1965 or by rule regulation or order of the Secretary of Labor or as provided by law
- 7 The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24 1965 so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided however that in the event a Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States

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The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work. Provided however that if the Contracting Local Organization so participating is a State or local government the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations and relevant orders of the Secretary of Labor that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from or who has not demonstrated eligibility for Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate or suspend, in whole or in part, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization and refer the case to the Department of Justice for appropriate legal proceedings.

III - NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required as follows:

IV - NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

(a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:

V - NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

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VI - CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10 000 which are not exempt from the Equal Opportunity Clause)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments and that he/she does not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments and that he/she will not permit his/her employees to perform their services at any location under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption the term 'segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10 000 which are not exempt from the provisions of the Equal Opportunity Clause and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U S C 1001

Contractor	

Signature	
_____	_____
Title	Date

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VII STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

(EXECUTIVE ORDER 11246)

- I As used in these specifications
- a "Covered area" means the geographical area described in the solicitation from which this contract resulted
- b Director means Director Office of Federal Contract act Compliance Program United States Department of Labor or any person to whom the Director delegates authority
- c Employer identification number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return U S Treasury Department Form 94 1
- d 'Minority' includes
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
 - (ii) Hispanic (all persons of Mexican Puerto Rican Cub Central or South American or other Spanish Culture or origin regardless of race)
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East Southeast Asia the Indian Subcontinent or the Pacific Islands) and
 - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification)
- 2 Whenever the Contractor or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade it shall physically include in each subcontract in excess of \$10 000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted
- 3 If the Contractor is participating (pursuant to 41 CFR 60 4 5) in a Hometown Plan approved by the U S Department of Labor in the covered area either individually or through an association its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables
- 4 The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7 a through 7 p of these specifications The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed Goals are published periodically in the *Federal Register* in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers The Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified
- 5 Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications Executive Order 11246 or the regulations promulgated pursuant thereto

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- 6 In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7 The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
- a Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites and in all at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
 - e Develop on the job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7 b above.
 - f Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g Review at least annually the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assessment, layoff, termination or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Fore, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- i Direct its recruitment efforts both oral and written to minority female and community organizations to schools with minorities and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other training by any recruitment sources the Contractor shall send written notification to organizations such as the above describing the openings screening procedure and tests to be used in the selection process
 - j Encourage present minority and female employees to recruit other minority persons and women and where reasonable provide after school summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce
 - k Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3
 - l Conduct at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for through appropriate training etc such opportunities
 - m Ensure that seniority practices job classification work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out
 - n Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes
 - o Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers including circulation of solicitations to minority and female contractor associations and other business associations
 - p Conduct a review at least annually of all supervisors adherence to and performance under the Contractor's EEO policies and affirmative action obligations
- 8 Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7 a through 7 p) The efforts of a contractor association joint contractor union contractor community or other share group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under Paragraphs 7 a through 7 p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor The obligation to comply however is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance
- 9 A single goal for minorities and a separate single goal for women have been established The Contractor however is required to provide equal employment opportunity and to take affirmative action for all minority groups both male and female and all women both minority and nonminority Consequently the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example even though the Contractor has achieved its goals for women generally the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized)
- 10 The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race color religion sex or national origin
- 11 The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246
- 12 The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246 as amended and its implementing regulations by

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the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.

- 13 The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easy understandable and retrievable form, however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- 14 The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.
- 15 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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ASSURANCES RELATING TO
REAL PROPERTY ACQUISITION

A PURPOSE - This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U S Department of Agriculture which is required in connection with the installation project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service

B PROJECT MEASURES COVERED -

Name of project DSR 28010251004

Identity of improvement or development Bank Stabilization

Location Clay Co - Site(s) Sand Creek Watershed along Barr Hill

C REAL PROPERTY ACQUISITION ASSURANCE -

This assurance is applicable if real property interests were acquired for the installation of project measures and/or if persons businesses, or farm operations were displaced as a result of such installation, and this assurance was not previously provided for in the watershed, project measure, or other type of plan

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U S C 4601-4655), as implemented in 7 C F R Part 21 Any exceptions taken from the real property acquisition requirements under the authority of 42 U S C 4655 because of State law have been or are hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished

D ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS -

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, inspect and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process

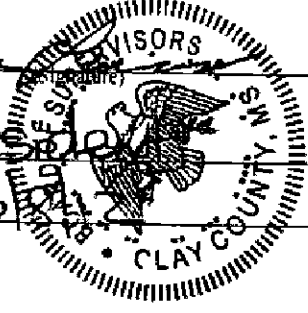
Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court

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Clay County Board of Supervisors
(Name of Sponsor)

By [Signature]
Title President
Date 3/22/12



This action is authorized at an official meeting
of the Clay County Board of Supervisors
on 21st day of March, 2012
State of Mississippi

Attest
[Signature]
(Name)
Charney Clark
(Title)

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FINANCIAL MANAGEMENT SYSTEM

The sponsor responsible for managing the finances of Section 216, Public Law 81-516, work in which the NRCS has a financial interest must develop and maintain a financial management system which shall provide for

- (a) Accurate, current and complete disclosure of the financial results of each Public Law 516 undertaking in which NRCS has a financial interest in accordance with NRCS reporting requirements. When the NRCS requires reporting on an accrual basis and the sponsor's accounting records are not kept on that basis, the sponsor should develop such information through an analysis of the documentation on hand or on the basis of best estimates.
- (b) Records which identify adequately the source and application of funds for Public Law 516 financially supported undertakings. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.
- (c) Effective control over and accountability for all funds, property and other assets. Sponsors shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
- (d) Comparison of actual with budgeted amounts for each undertaking, i.e., each project agreement, land rights agreement, agreement for services and relocation agreement. Also, relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by NRCS.
- (e) Procedures to minimize the time elapsing between the transfer of funds from the U S Treasury and disbursement by the sponsor, whenever funds are advanced by the NRCS. When advances are made by a letter of credit method, the sponsor shall make draw-downs from the U S Treasury through its commercial bank as close as possible to the time of making the disbursements.
- (f) Procedures for determining the allowability and allocability of costs in accordance with the NRCS obligating instrument (project agreement, agreement for services, land rights agreement, relocation agreement) and the applicable NRCS program handbook (Watershed Protection Handbook or Resource Conservation and Development Projects Handbook).
- (g) Accounting records which are supported by source documentation.
- (h) Audits to be made by the sponsor or at the sponsor's direction, to determine at a minimum the fiscal integrity of financial transactions and reports, and the compliance with laws, regulations and administrative requirements. The sponsor will schedule such audits with reasonable frequency, usually annually, but not less frequently than once every two years, considering the nature, size and complexity of the activity.
- (i) A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

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The Clay County Board of Supervisors (MS) has a Financial Management System that complies with the requirements of Section 510 50 of the Contracts, Grants, and Cooperative Agreements Manual as shown above

Clay County Board of Supervisors (MS)

By _____

Title _____

Date _____

This action is authorized at an official meeting of the

Clay County Board of Supervisors (MS)

on 8th day of March 2012 at

Clay County Courthouse

State of Mississippi

Attest

Chancy Clerk
(Signature)

Chancy Clerk
(Title)

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U S DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENT (GRANTS)
ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

Alternative I

- A The grantee certifies that it will or will continue to provide a drug-free workplace by
- (a) Publishing a statement notifying employees **that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition,**
 - (b) Establishing an ongoing drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace,
 - (2) The grantee's policy of maintaining a drug-free workplace,
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace,
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a),
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement, and
 - (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction,
 - (e) Notifying the agency in writing, **within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant,**
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

- (1) Taking appropriate personnel action against such an employee up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended, or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency,
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b) (c) (d), (e) and (f)

B The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant

Place of Performance (Street address, city, county, state, zip code)

Clay County Board of Supervisors (MS)

Check if there are workplaces on file that are not identified here

Clay County Board of Supervisors (MS)

Organization Name

State Check Workshed along Barr Hill

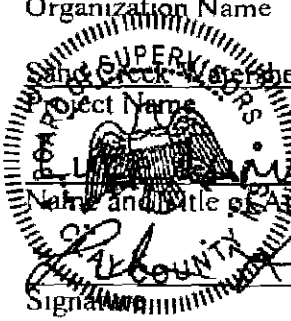
Project Name

Name and Title of Authorized Representative

Rebounya Ramez

Rebounya Ramez, President of Clay County Board of Supervisors

3/8/12
Date



INSTRUCTIONS FOR CERTIFICATION

- 1 By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2
- 2 The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the Agency in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act
- 3 Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements
- 4 Workplace identification must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g. all

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vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios)

- 5 If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three)
- 6 Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to the certification. Grantee's attention is called, in particular, to the following definitions from these rules

"Controlled Substance" means a controlled substance in Schedule I through V of the Controlled Substances Act (21 U S C 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15),

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes,

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance,

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including (i) all "direct charge" employees, (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant, and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces)

Form AD-1049 (REV 5/90)

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STANDARDS OF CONDUCT

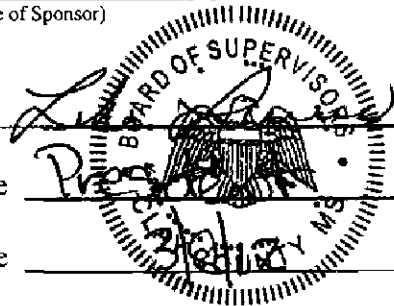
The Contracting Local Organization for the Clay County Board of Supervisors hereby agrees that its officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. The contract or other procurement action shall not be awarded to a sponsor, the Contracting Local Organization, or firm in which any official of such organization, or any member of such official's immediate family, has direct or indirect interest in the recurring profits or contracts of such firms. To the extent permissible by state or local laws, rules or regulations, such standards as herein stated above shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by either the Contracting Local Organization officers, employees, or agents, or by contractors or their agents.

Clay County Board of Supervisors (MS)
(Name of Sponsor)

By _____

Title _____

Date _____



This action is authorized at an official meeting of the Clay County Board of Supervisors on the 8th day of March 2012

State of Mississippi

Attest

(Name)

(Title)

Ray H. Berry
Charveng Clark

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OPERATION AND MAINTENANCE AGREEMENT

This agreement is entered into by and between the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter referred to as NRCS, and the following organization(s), hereinafter referred to as the Sponsor(s)

Clay County Board of Supervisors (MS)

The Sponsor(s) and the Service agree to carry out the terms of this agreement for the operation and maintenance of the project measures in the State of Mississippi. The project measures covered by this agreement are identified as follows: Streambank stabilization with rock riprap- Sand Creek Watershed along Barr Hill

I OPERATIONS

- A The Sponsor(s) will be responsible for operating the measure without cost to the Service as follows
 - 1 In compliance with applicable Federal, State and local laws,
 - 2 In compliance with the conditions set out in the instruments by which rights were acquired to install, operate and maintain the measure(s),
 - 3 In a manner that will protect the environment and permit the measure(s) to serve the purpose for which installed as set forth in the program agreement,
 - 4 In keeping with the requirements to provide inspection, operation and maintenance reports within the time frame provided in the attached plan
- B The Service will, upon request of the Sponsor(s) and to the extent that its resources permit, provide consultative assistance in the operation of the structural measures
- C Admission or users fees shall be charged only as necessary to produce revenues required by the Sponsor(s) to amortize its share of installation costs for that portion of the measures pertaining to recreation of fish and wildlife and to provide adequate inspection, operation, maintenance, and replacement of the same
- D In a recreation or fish and wildlife measure the Sponsor(s) may dispense such services and commodities, or arrange with private concessionaires for the dispensing of such services and commodities, which will contribute to the full use and enjoyment of the measure by the public at prices which are reasonable and compatible with prices for similar services and commodities within the area served by the measure

II MAINTENANCE

- A The Sponsor(s) will

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- 1 Be responsible for and promptly perform or have performed without cost to the Service all maintenance of the measures determined by either the Sponsor(s) or the Service to be needed
 - 2 Obtain prior Service approval of all plans, designs and specifications for maintenance work
- B The Service will upon request of the Sponsor(s) and to the extent that its resources will permit, provide consultative assistance in the maintenance of the measure(s)

III REPLACEMENT

- A The Sponsor(s) will be responsible for the replacement of parts or portions of the measure(s) which has a physical life of less duration than the evaluated life of the measure(s)
- B The Service will upon request of the Sponsor(s), provide consultative assistance in the replacement of measure parts or portions

IV PLAN OF OPERATION AND MAINTENANCE

The Service and the Sponsor(s) will prepare a detailed plan of operation and maintenance for each measure covered by the agreement. More than one measure may be included in a single plan provided that the measures are sufficiently similar to warrant such action. Each such plan shall be attached to become a part of this agreement.

V INSPECTIONS AND REPORTS

- A The sponsor(s) will inspect the measures at least annually and after each major storm or occurrence of any unusual conditions that might adversely affect the measure(s)
- B The Service or Federal land administering agency may inspect the measures at any reasonable time during the period covered by this agreement. At the discretion of the State Conservationist, Service personnel may assist the Sponsor(s) in their inspection.
- C A written report will be made of each inspection. A copy of each report will be provided by the inspecting party to the other party within ten days of the date on which the inspection was made. The report will describe the conditions found and list any corrective action needed with a time frame to complete each action.

VI TIME OF RESPONSIBILITY

The Sponsor(s)' responsibility for operation and maintenance begins when a part of or all of the work of installing a measure is completed and accepted or is determined complete by the Service. This responsibility shall continue until the expiration of the evaluated life of all the installed project measures. This does not relieve the Sponsor(s)' liability which continues throughout the life of the measure or until the measure is modified to remove potential loss of life or property.

VII RECORDS


The Sponsor(s) will maintain in a centralized location a record of all inspections and significant actions taken, cost of performance and completion date with respect to

operation, maintenance and replacement. The Service may inspect these records at any reasonable time during the term of the agreement.


VIII GENERAL

- A The Sponsor(s) will
 - 1 Prohibit the installation of any structure or facilities that will interfere with the operation or maintenance of the project measures
 - 2 Obtain prior Service approval of the plans and specifications for any alteration or improvement to the structural measures
 - 3 Obtain prior Service approval of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the agreement after it has been signed by the Sponsor(s) and the other party
- B Service personnel will be provided the right to free access to the project measures at any reasonable time for the purpose of carrying out the terms of this agreement
- C The responsibilities of the Sponsor(s) under this agreement are effective simultaneously with the acceptance of the project measures in whole or part
- D Comply with the attached PROPERTY MANAGEMENT STANDARDS

Name of Sponsor Clay County Board of Supervisors (MS)

By  Title President of Board of Supervisors Date 3/8/12

This action was authorized at an official meeting of the Sponsor named immediately above on March 8, 2012 at Clay County Court House

Attest  Title Chaucery Clerk

Natural Resources Conservation Service, United States Department of Agriculture

By _____ Title _____ Date _____

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OPERATION AND MAINTENANCE PLAN
Clay County Board of Supervisors
Sand Creek Watershed along Barr Hill

I Operation

The Sponsors will operate this measure in accordance with the terms of the Operation and Maintenance Agreement. This includes the administration, management, and performance of nonmaintenance actions needed to keep completed works of improvement functioning as planned.

II Maintenance

- A The channel should be maintained in such a way as to keep it free of any debris, silt bars or other obstructions that will reduce its capacity. Bank stabilization measures should be used to prevent erosion. The undesirable vegetation should be cut or sprayed with approved herbicides and removed from the channel. An access road should be maintained along side the channel for easy maintenance.
- B It is anticipated that the following items of maintenance, repair, or replacement will be needed during the effective life of the measure.
- 1 Vegetation
 - a Reseed, resod, and fertilize areas of stand or areas destroyed by erosion, freezing, or drought. If necessary, restore eroded areas before reseeding.
 - b Cut or spray with approved herbicide and remove undesirable vegetation. Observe local ordinances regarding spraying and burning.
 - c Fertilize vegetation as required to maintain a vigorous stand.
 - d Control grazing to insure proper vegetative cover.
 - e Mow grass at regular intervals to maintain optimum cover.
 - 2 Channels - lined and unlined
 - a Remove sand and gravel bars and properly dispose of them outside the channel perimeter.
 - b Remove and properly dispose of debris. Give special attention to removal and proper disposal of debris and repair erosion damage at structures.
 - c Replace, reinforce, or extend riprap where needed. Make repairs to grade control structures where needed.
 - d Keep access roads for maintenance and maintenance travelways in usable condition.
 - e Maintain dikes and spoil to divert water to protected inlets and prevent overbank flow.
 - f Renovate channel banks damaged by storm flow.
 - g Rehabilitate damaged pipe inlets from fields or side channels. Replace eroded soil adjacent to structures.

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- C The estimated average annual cost of providing the necessary maintenance for this measure is \$200 00 Funds to finance this cost will be provided by the Clay County Board of Supervisors, from general tax revenues
- D The Clay County Board of Supervisors will be responsible for and promptly perform or have performed all maintenance of the measure determined by either the Sponsors or the Service to be needed
- The Clay County Board of Supervisors, with consulting assistance from the Natural Resources Conservation Service, will assist in the maintenance which can be accomplished with normal farm equipment such as removal of debris, control of undesirable vegetation, controlled grazing and mowing, and fertilizing vegetation**
- E The measure will be inspected at least annually and after unusually severed floods or the occurrence of any other unusual condition that might adversely affect the measure Annual inspections will be performed during the month of July Annual and special inspections will include but not be limited to an examination of the following items
- 1 Stability of channel grades and side slopes
 - 2 Excessive sedimentation
 - 3 Condition of rip-rapped areas
 - 4 Obstructions and undesirable vegetative growth
 - 5 Scour at bridge piers, abutments and other adjacent property
 - 6 Severity of erosion of berms and undesirable vegetative growth
 - 7 Condition of cleared and snagged areas
 - 8 Condition of fences and gates
- F A written report will be made of each inspection as provided in the O&M Agreement A follow-up report will be provided when all corrective action has been accomplished
- G The requirements will remain in effect until the expiration of the effective life of the measure based on a mutual determination of the Sponsors and the Service
- H Service personnel will assist the Sponsors on annual and special inspections until such time as the State Conservationist determines that Service participation is no longer necessary At this time, he will so notify the Sponsor in writing This notice will constitute an amendment to the Plan
- I Each sponsoring organization that has responsibility for O&M of any project measure will be furnished an Operation and Maintenance Handbook The handbook is to acquaint Sponsors with the essentials of operating and maintaining their projects The information and suggestions can help Sponsors understand the jobs and how to carry them out in a timely and efficient manner

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response including time for reviewing instructions searching existing data sources gathering and maintaining the data needed and completing and reviewing the collection of information Send comments regarding the burden estimate or any other aspect of this collection of information including suggestions for reducing this burden to the Office of Management and Budget Paperwork Reduction Project (0348 0042) Washington DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY

NOTE Certain of these assurances may not be applicable to your project or program If you have questions please contact the Awarding Agency Further certain Federal assistance awarding agencies may require applicants to certify to additional assurances If such is the case you will be notified

As the duly authorized representative of the applicant I certify that the applicant


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| <p>1 Has the legal authority to apply for Federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning management and completion of the project described in this application</p> <p>2 Will give the awarding agency the Comptroller General of the United States and if appropriate the State through any authorized representative access to and the right to examine all records books papers or documents related to the assistance and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives</p> <p>3 Will not dispose of modify the use of or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property aquired in whole or in part with Federal assistance funds to assure non discrimination during the useful life of the project</p> <p>4 Will comply with the requirements of the assistance awarding agency with regard to the drafting review and approval of construction plans and specifications</p> <p>5 Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State</p> <p>6 Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency</p> <p>7 Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain</p> | <p>8 Will comply with the Intergovernmental Personnel Act of 1970 (42 U S C §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C F R 900 Subpart F)</p> <p>9 Will comply with the Lead Based Paint Poisoning Prevention Act (42 U S C §§4801 et seq) which prohibits the use of lead based paint in construction or rehabilitation of residence structures</p> <p>10 Will comply with all Federal statutes relating to non discrimination These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P L 88 352) which prohibits discrimination on the basis of race color or national origin (b) Title IX of the Education Amendments of 1972 as amended (20 U S C §§1681 1683 and 1685 1686) which prohibits discrimination on the basis of sex (c) Section 504 of the Rehabilitation Act of 1973 as amended (29 U S C §794) which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975 as amended (42 U S C §§6101 6107) which prohibits discrimination on the basis of age (e) the Drug Abuse Office and Treatment Act of 1972 (P L 92 255) as amended relating to nondiscrimination on the basis of drug abuse (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970 (P L 91 616) as amended relating to nondiscrimination on the basis of alcohol abuse or alcoholism (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U S C §§290 dd 3 and 290 ee 3) as amended relating to confidentiality of alcohol and drug abuse patient records (h) Title VIII of the Civil Rights Act of 1968 (42 U S C §§3601 et seq) as amended relating to nondiscrimination in the sale rental or financing of housing (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application</p> |
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Standard Form 424D (Rev 7 97)
Prescribed by OMB Circular A 102

- 11 Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P L 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12 Will comply with the provisions of the Hatch Act (5 U S C §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13 Will comply as applicable with the provisions of the Davis-Bacon Act (40 U S C §§276a to 276a 7) the Copeland Act (40 U S C §276c and 18 U S C §874) and the Contract Work Hours and Safety Standards Act (40 U S C §§327-333) regarding labor standards for federally-assisted construction subagreements.
- 14 Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P L 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10 000 or more.
- 15 Will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P L 91-190) and Executive Order (EO) 11514 (b) notification of violating facilities pursuant to EO 11738 (c) protection of wetlands pursuant to EO 11990 (d) evaluation of flood hazards in floodplains in accordance with EO 11988 (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U S C §§1451 et seq) (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955 as amended (42 U S C §§7401 et seq), (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended (P L 93-523) and (h) protection of endangered species under the Endangered Species Act of 1973 as amended (P L 93-205).
- 16 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U S C §§1271 et seq) related to protecting components or potential components of the national wild and scenic rivers system.
- 17 Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U S C §470) EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U S C §§469a 1 et seq).
- 18 Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A 133 'Audits of States, Local Governments, and Non Profit Organizations.
- 19 Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED REPRESENTATIVE 	TITLE Clay County President, Board of Supervisors
APPLICANT ORGANIZATION Clay County, MS	DATE SUBMITTED 3/8/12

SF-424D (Rev 7 97) Back

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Natural Resources Conservation Service
2655 Traceland Drive
Tupelo MS 38801
Telephone 662 840 6475
Fax 662 844-4465

Subject McGee Creek / Vinton Rd
Clay County, MS

Date February 2, 2012

To Steve Holman
District Conservationist
NRCS West Point MS

File Code 120-11-11-13

Please provide the Clay County Board of Supervisors with the following documents for the subject EWP

- Approved EWP Site Agreement Package Instructions and Checklist for Sponsors
- Application for Emergency Work
- 2 Original Reimbursable Agreements
- Attachments A and B
- Assurances Relating to Real Property Acquisition (ADS-78)
- SAMPLE Title of Opinion
- Financial Management Plan
- Drug Free Certification
- Standards of Conduct
- Operation and Maintenance Agreement and Plan

When the agreement has been properly executed, please ensure that the entire unstapled package is returned to my office. After we have checked the package it will be forwarded to the State Office for signatures

Please advise if additional information is needed

Marshall McLaughlin
Design Engineer

Attachment

cc Tom Heard, Area Conservationist, NRCS, Tupelo MS
Terry Myers, District Conservationist, NRCS, Batesville, MS

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THE NATURAL RESOURCES CONSERVATION SERVICE PROVIDES LEADERSHIP AND TECHNICAL ASSISTANCE TO HELP PEOPLE
CONSERVE AND ENJOY OUR NATURAL RESOURCES. ALL OPPORTUNITIES ARE OPEN TO ALL PEOPLE.

Exhibit 2

Approved EWP Site Agreement Package Instructions and Checklist
for Sponsors
Locally Led Contract

Sponsor Clay County Board of Supervisors

EWP Site Name McGee Creek

The EWP site listed above that you submitted has been approved for funding by NRCS. In order to efficiently move forward with the requirements associated with this site being approved, the following checklist has been developed to assist you (the sponsor) in providing NRCS with the required items needed to ensure continued funding and project completion. Failure to provide the items listed below will delay the start of your project and could result in the termination of project funding if applicable deadlines are not met.

Attached behind this checklist are the following items that will need to be properly filled out and the originals returned to NRCS. Please use this checklist as a guide to ensure that the documents are completed according to the instructions given and that you have completed each required document.

Document Checklist and Instructions

___ **1 Application for Emergency Work** This is a single page document that you should have submitted along with your initial EWP Site Qualification Checklist in order for NRCS to review the site. Please verify that you have submitted this form for each site. If not, this form needs to be signed by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

___ **2 Project Agreement (Complete Copy 1)** There should be two complete 6 page copies of the locally led project agreement in this set of documents. Both copies will need to be filled out exactly the same. Once we receive both copies, our State Conservationist will sign and execute both copies and mail the sponsor one set of the original signed project agreement back for your records. On page 6, the project agreement needs to be signed by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

___ **3 Project Agreement (Complete Copy 2)** This second copy of the project agreement should be filled out exactly like the first copy. We will need both signed copies back.

___ **4 Attachment A - Special Provisions** This five page document lists the special provisions attached to the project agreement. The sponsor needs to read these and return them as is.

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____ **5 Attachment B** This eight page document lists additional items attached to the project agreement. The sponsor needs to read these and return them as is.

____ **6 NRCS-ADS-78** This two page document should be signed on page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **7 Title of Opinion** Attached with this package is a sample title of opinion letter which is simply an example of what a title of opinion looks like. Your city attorney or county attorney must copy the sample letter's paragraph onto the attorney's official letterhead and sign it. The attorney is certifying that the sponsor has acquired the temporary easements necessary for a contractor to complete the project.

____ **8 Financial Management** This is a two page document which should be signed on page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **9 Certification Regarding Drug-Free Workplace** This is a three page document that should be signed on page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects).

____ **10 Standards of Conduct** This is a one page document that needs to be signed by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **11 Operation and Maintenance Agreement** This three page agreement should be signed on page 3 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **12 Operation and Maintenance Plan** This two page document should simply be reviewed by the sponsor and returned.

____ **13 SF-424D Assurances - Construction Programs** This two page document should be signed on bottom of page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects).

Keep in mind that there are deadlines associated with this project funding and each project must be completed within 220 days of funding. So your prompt return of the above documents will prevent loss of funding and ensure that the project is completed in the 220 day timeframe.

Please return this completed checklist along with all of the properly filled out documents listed above to the following address:

Natural Resources Conservation Service
ATTN: Nick Specker
2655 Traceland Drive
Tupelo, MS 38801

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APPLICATION FOR EMERGENCY WORK

TO Homer Wilkes State Conservationist
USDA Natural Resources Conservation Service
Suite 1321 Federal Building
100 West Capitol Street
Jackson MS 39269

THROUGH Tom Heard
Area Conservationist
USDA NRCS
2655 Traceland Drive
Tupelo, MS 38801

The undersigned local organization makes application for federal assistance under applicable authorities of the Flood Control Act and as amended by Section 216 of the Flood Control Act of 1950 Public Law 81 516(33 USC 701b 1)

The following information is submitted in support of the application

1 LOCATION County Clay

Watershed McGee Creek

2 PROJECT(S) NAME McGee Creek (See Attachment)

3 NATURE AND SCOPE OF THE PROBLEMS AND ASSISTANCE NEEDED (See Section 12 22(b) of the National Watershed Manual)

SECTION 27, T16S, R6E Clay County, Mississippi
Problem Heavy rains may have caused erosion threatening culvert, roadway, &
Assistance Needed on Old Norton Rd utilities

4 EXTENT OF LOCAL PARTICIPATION (Furnishing landrights and carrying out maintenance in addition to their 15% cost share participation)

\$31 343 75
\$5,531 25
\$36 875 00

5 ENVIRONMENTAL CONSIDERATIONS Please refer to the Environmental Evaluation Worksheet for Environmental considerations

6 RECOMMENDED PRIORITY OF WORK This applies primarily to organized watersheds that are applying for several different types of repair work It may apply to some group work outside organized watersheds)

7 Witness the signature of the undersigned sponsoring local organization on the dates shown

Clay County, MS
By [Signature]
Title Board of Supervisors
Address P.O. Box 815
West Point, MS 39173

This action was approved at an official meeting of Clay County on 3/8/12 State of Mississippi

Attest [Signature]
(Signature of Secretary)

Address P.O. Box 815
West Point, MS 39173

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UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT
LOCALLY LED CONTRACTING

This agreement is entered into by and between **United States Department of Agriculture, Natural Resources Conservation Service** hereinafter referred to as **NRCS** and **Clay County Board of Supervisors**, referred to as the **Sponsor** and the **Contracting Local Organization**

WITNESSETH THAT

WHEREAS, under the provisions of Section 216 of the Flood Control Act of 1950 Public Law 81-516, 33 U S C 701b-1 and Section 403 of the Agricultural Credit Act of 1978 Public Law 95-334, as amended by Section 382 of the Federal Agriculture Improvement and Reform Act of 1996 Public Law 104-127, 16 U S C 2203 (CFDA 10 923) NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of watershed, and

WHEREAS, NRCS and the Sponsors agree to install emergency watershed protection measures to relieve hazards created by a storm on May 1-2, 2010

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows

- A** It is agreed that the following described work is to be performed at an estimated cost of **\$36,875 00**

DSR Number(s)

28010251002

Description of Work

McGee Creek

Install bank stabilization to protect culvert, roadway and utilities

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B The Sponsor will

- 1 Provide 15 percent of the cost for the emergency watershed protection measures described in Section A. This cost to the sponsor is estimated to be \$5,531.25
- 2 Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with NRCS programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans for works of improvement will be reviewed and approved by a Professional Engineer **registered in State of Mississippi**, prior to submittal to NRCS.
- 3 Provide in-kind contribution of design, construction, inspection, and contract administration.
- 4 Designate an individual to serve as liaison officer between the Sponsor and NRCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to NRCS.
- 5 Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising for construction. Certification will be provided on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. An Attorney's opinion as to the adequacy of landrights is required.
- 6 Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.
- 7 Contract for engineering services, professional services, and construction of the emergency watershed protection measures described in Section A in accordance with 7 CFR 3016.36, applicable state requirements and the Sponsor's procurement regulations. The Sponsor will provide NRCS a copy of each solicitation (Invitation for Bids, Request for Quotations), bid abstract, and awarded contract.
- 8 Issue an invitation for bids, which is to contain NRCS requirements including Form NRCS-AS-43 drawings and specifications, and Contracting Local Organization requirements.
- 9 Receive, protect and open bids. Determine the lowest qualified bidder, and with written concurrence of the State Administrative Officer, make award.
- 10 Comply with the requirements of the provisions included in Attachment A to this agreement. If applicable, complete the attached 'Clean Air and Water Certification' included in Attachment A.

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- 11 Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in *Attachment B* to this agreement
- 12 Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures
- 13 Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project
- 14 Pay the contractor as provided in the contract(s). Submit billings for reimbursement of incurred costs to NRCS on Form SF-270 Request for Advance or Reimbursement. The request will be supported by documents that will permit NRCS to reasonably assure itself that such costs were adequately documented and incurred for the NRCS cost-shared items of work described in Section A of this agreement
- 15 Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. EFT procedures will comply with USDA National Finance Center (NFC) requirements
- 16 Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of contract(s) awarded under this agreement. This includes but is not limited to, disputes, claims, protests of award, source selection and evaluation and litigation that may result from the project. Such actions will be at the expense of the sponsor including legal expenses
- 17 Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement
- 18 Arrange for and conduct final inspection of completed emergency watershed protection measures. Provide a certification statement to NRCS that the project was installed in accordance with contractual requirements and the terms of this agreement
- 19 Upon completion and acceptance of all work, when provided by the terms of the contract obtain a written release from the contractor of all claims against the Contracting Local Organization arising by virtue of the contract
- 20 Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance (in accordance with the **Operation and Maintenance Agreement**)

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- 21 Be responsible for all administrative expenses necessary to arrange for and carry out the works of improvement described in Section A. These administrative matters include but shall not be limited to facilities, clerical expenses, and legal counsel, including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.
- 22 If needed, upon completion of emergency protection measures and the elimination of the threat, take action to bring the measures up to reasonable standards by other means and/or authority. Unless the measures are brought up to reasonable standards, the sponsor will not be eligible for future funding under the Emergency Watershed Protection Program.
- 23 Administer action under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-133, and other Rules referenced in 7 CFR 3015.
- 24 Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit examination excerpts and transcripts.
- 25 The attached assurances and certification (SF-424D) are hereby incorporated in this award.

C NRCS will

- 1 Provide 85 percent of the construction cost for the emergency watershed protection measures described in Section A. This cost to NRCS is estimated to be \$31,343.75.
- 2 Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will periodically check progress and agreement compliance by the Sponsor, and provide advice and counsel as needed.
- 3 Review and concur with construction plans as identified in Section B of this agreement.
- 4 Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 Request for Advance or Reimbursement with supporting documentation.
- 5 Upon notification of the completion of construction, NRCS shall promptly review the performance of the Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed.

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- 6 Designate an individual to serve as liaison officer between the NRCS and the sponsor. The NRCS engineer assigned to the project will serve in this position. The major duties, responsibilities and authorities of the liaison officer will be to assist in the final inspection, certify along with the Sponsor's Professional Engineer when all work has been completed according to the specifications and drawings. Review and approve SF-270 and supporting documents for reimbursement to the Sponsor.

D It is mutually agreed that

- 1 This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded. All work required under this agreement must be completed by August 31, 2012.
- 2 The contracts for design services and construction described in Section A will not be awarded to the Sponsor or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.
- 3 In the event of contractor default, any additional funds properly allocable as construction costs required to ensure completion of the project described in Section A are to be contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected for the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
- 4 This agreement may be amended as mutually agreed by written amendment duly executed by authorized officials of the signatory parties to this agreement.
- 5 The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
- 6 This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
- 7 NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

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- 8 No member of or delegate to Congress or Resident Commissioner shall be admitted to any share of part of this agreement, or to any benefit that may arise there from, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit

- 9 By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies

Sponsor CLAY COUNTY BOARD OF SUPERVISORS
 By [Signature]
 Title CLAY COUNTY PRESIDENT
 Date 3/12/12

This action authorized at an official meeting of
Clay County Board of Supervisors on the 8th day of
March 2012, at
Clay County Courthouse
 State of Mississippi

ATTEST
[Signature]
 (Signature)
Chancery Clerk
 (Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By _____
 Title _____
 Date _____

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UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT
LOCALLY LED CONTRACTING

This agreement is entered into by and between **United States Department of Agriculture, Natural Resources Conservation Service** hereinafter referred to as **NRCS** and Clay County Board of Supervisors, referred to as the **Sponsor** and the **Contracting Local Organization**

WITNESSETH THAT

WHEREAS, under the provisions of Section 216 of the Flood Control Act of 1950, Public Law 81-516 33 U S C 701b-1, and Section 403 of the Agricultural Credit Act of 1978 Public Law 95-334, as amended by Section 382 of the Federal Agriculture Improvement and Reform Act of 1996 Public Law 104-127, 16 U S C 2203 (CFDA 10 923), NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of watershed, and

WHEREAS, NRCS and the Sponsors agree to install emergency watershed protection measures to relieve hazards created by a storm on May 1-2, 2010

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows

- B** It is agreed that the following described work is to be performed at an estimated cost of \$36,875 00

DSR Number(s)

28010251002

Description of Work

McGee Creek

Install bank stabilization to protect culvert, roadway and utilities

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B The Sponsor will

- 1 Provide 15 percent of the cost for the emergency watershed protection measures described in Section A. This cost to the sponsor is estimated to be \$5,531.25
- 2 Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with NRCS programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans for works of improvement will be reviewed and approved by a Professional Engineer registered in State of Mississippi, prior to submittal to NRCS.
- 3 Provide in-kind contribution of design, construction, inspection, and contract administration.
- 4 Designate an individual to serve as liaison officer between the Sponsor and NRCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to NRCS.
- 5 Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising for construction. Certification will be provided on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. An Attorney's opinion as to the adequacy of landrights is required.
- 6 Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.
- 7 Contract for engineering services, professional services, and construction of the emergency watershed protection measures described in Section A in accordance with 7 CFR 3016.36, applicable state requirements and the Sponsor's procurement regulations. The Sponsor will provide NRCS a copy of each solicitation (Invitation for Bids, Request for Quotations), bid abstract, and awarded contract.
- 8 Issue an invitation for bids, which is to contain NRCS requirements including Form NRCS-AS-43, drawings and specifications, and Contracting Local Organization requirements.
- 9 Receive, protect and open bids. Determine the lowest qualified bidder, and with written concurrence of the State Administrative Officer, make award.
- 10 Comply with the requirements of the provisions included in Attachment A to this agreement. If applicable, complete the attached "Clean Air and Water Certification" included in Attachment A.

- 11 Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in *Attachment B* to this agreement
- 12 Provide copies of site maps to appropriate Federal and State agencies for environmental review Sponsor will notify NRCS of environmental clearance modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures
- 13 Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project
- 14 Pay the contractor as provided in the contract(s) Submit billings for reimbursement of incurred costs to NRCS on Form SF-270 Request for Advance or Reimbursement The request will be supported by documents that will permit NRCS to reasonably assure itself that such costs were adequately documented and incurred for the NRCS cost-shared items of work described in Section A of this agreement
- 15 Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208 EFT procedures will comply with USDA National Finance Center (NFC) requirements
- 16 Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of contract(s) awarded under this agreement This includes, but is not limited to, disputes, claims, protests of award, source selection and evaluation and litigation that may result from the project Such actions will be at the expense of the sponsor including legal expenses
- 17 Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement
- 18 Arrange for and conduct final inspection of completed emergency watershed protection measures Provide a certification statement to NRCS that the project was installed in accordance with contractual requirements and the terms of this agreement
- 19 Upon completion and acceptance of all work, when provided by the terms of the contract obtain a written release form from the contractor of all claims against the Contracting Local Organization arising by virtue of the contract
- 20 Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance (**in accordance with the Operation and Maintenance Agreement**)

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- 21 Be responsible for all administrative expenses necessary to arrange for and carry out the works of improvement described in Section A. These administrative matters include but shall not be limited to facilities, clerical expenses, and legal counsel, including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.
- 22 If needed upon completion of emergency protection measures and the elimination of the threat, take action to bring the measures up to reasonable standards by other means and/or authority. Unless the measures are brought up to reasonable standards, the sponsor will not be eligible for future funding under the Emergency Watershed Protection Program.
- 23 Administer action under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-133, and other Rules referenced in 7 CFR 3015.
- 24 Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period the records are to be retained until the litigation is resolved or the end of the 3-year period whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit examination excerpts and transcripts.
- 25 The attached assurances and certification (SF-424D) are hereby incorporated in this award.

C NRCS will

- 1 Provide 85 percent of the construction cost for the emergency watershed protection measures described in Section A. This cost to NRCS is estimated to be \$31,343.75.
- 2 Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will periodically check progress and agreement compliance by the Sponsor and provide advice and counsel as needed.
- 3 Review and concur with construction plans as identified in Section B of this agreement.
- 4 Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement with supporting documentation.
- 5 Upon notification of the completion of construction, NRCS shall promptly review the performance of the Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed.

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- 6 Designate an individual to serve as liaison officer between the NRCS and the sponsor. The NRCS engineer assigned to the project will serve in this position. The major duties, responsibilities and authorities of the liaison officer will be to assist in the final inspection, certify along with the Sponsor's Professional Engineer when all work has been completed according to the specifications and drawings. Review and approve SF-270 and supporting documents for reimbursement to the Sponsor.

D It is mutually agreed that


- 1 This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded. All work required under this agreement must be completed by **August 31, 2012**.
- 2 The contracts for design services and construction described in Section A will not be awarded to the Sponsor or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.
- 3 In the event of contractor default, any additional funds properly allocable as construction costs required to ensure completion of the project described in Section A are to be contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected for the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
- 4 This agreement may be amended as mutually agreed by written amendment duly executed by authorized officials of the signatory parties to this agreement.
- 5 The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
- 6 This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
- 7 NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

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- 8 No member or delegate to Congress or Resident Commissioner shall be admitted to any share of part of this agreement, or to any benefit that may arise there from, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit

- 9 By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies

Sponsor Clay County Board of Supervisors
 By [Signature]
 Title President of Board
 Date 10/8/12



This action authorized at an official meeting of
Clay County on the 8th day of
March 2012, at
Clay County Courthouse

State of Mississippi

ATTEST
[Signature]
 (Signature)
Charney Clerk
 (Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By _____
 Title _____
 Date _____

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ATTACHMENT A SPECIAL PROVISIONS

- I DRUG-FREE WORKPLACE CERTIFICATION
- II CERTIFICATION REGARDING LOBBYING
- III CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS
- IV CLEAN AIR AND WATER CERTIFICATION
- V ASSURANCES AND COMPLIANCE
- VI EXAMINATION OF RECORDS

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VI. AGREEMENT - SPECIAL PROVISIONS

The signatories (grantee recipient sponsor or cooperator) agrees to comply with the following special provisions which are hereby attached to this agreement

I Drug Free Workplace

By signing this agreement the recipient is providing the certification set out below. If it is later determined that the recipient knowingly rendered a false certification or otherwise violates the requirements of the Drug Free Workplace Act the NRCS in addition to any other remedies available to the Federal Government may take action authorized under the Drug Free Workplace Act

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15)

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence or both by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes

Criminal drug statute means a Federal or non Federal criminal statute involving the manufacturing distribution dispensing use or possession of any controlled substance

Employee means the employee of a grantee directly engaged in the performance of work under a grant including: (i) All direct charge employees (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant and (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers even if used to meet a matching requirements consultants or independent contractors not on the grantees payroll or employees of subrecipients or subcontractors in covered workplaces)

Certification

A. The grantee certifies that it will or will continue to provide a drug free workplace by

(a) Publishing a statement notifying employees that the unlawful manufacture distribution dispensing possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition

(b) Establishing an ongoing drug free awareness program to inform employees about

- (1) The danger of drug abuse in the workplace
- (2) The grantee's policy of maintaining a drug free workplace
- (3) Any available drug counseling rehabilitation and employee assistance programs and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)

(d) Notifying the employee in the statement required by paragraph 9(a) that as a condition of employment under the grant the employee will

- (1) Abide by the terms of the statement and
- (2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction

(e) Notifying NRCS in writing within ten calendar days after receiving notice under paragraph 9(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title to every grant officer or other designee on whose grant activity the convicted employee was working unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant

(f) Taking one of the following actions within 30 calendar days of receiving notice under paragraph (d)(2) with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee up to and including termination consistent with the requirements of the Rehabilitation Act of 1973 as amended or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health law enforcement or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a) (b) (c) (d) (e) and (f)

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency

B The recipient may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement

II Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,000)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of an agency Member of Congress and officer or employer of Congress or a Member of Congress in connection with the awarding of any Federal contract the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension continuation renewal amendment or modification of any Federal contract, grant loan, or cooperative agreement

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLI, 'Disclosure Form to Report Lobbying,' in accordance with its instructions

(3) The recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts subgrants and contracts under grants loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly

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

III Certification Regarding Debarment, Suspension, and Other Responsibility matters Primary Covered Transactions (7 CFR 3017)

(1) The recipient certifies to the best of its knowledge and belief that it and its principals

(a) Are not presently debarred suspended proposed for debarment declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining attempting to obtain or performing a public (Federal state or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery bribery falsification or destruction of records making false statements or receiving stolen property

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification and

(d) Have not within a three year period preceding this application/proposal has one or more public transactions (Federal State or local) terminated for cause or default

(2) Where the primary recipient is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this agreement

IV Clean Air and Water Certification (Applicable if this agreement exceeds \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U S C 1857c 8(c)(1) or the Federal Water Pollution Control Act (33 U S C 1319(c)) and is listed by EPA or is not otherwise exempt)

The recipient signatory to this agreement certifies as follows

(a) Any facility to be utilized in the performance of this proposed agreement is _____ is not _____ listed on the Environmental Protection Agency List of Violating Facilities

(b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS of the receipt of any communication from the Director Office of Federal Activities U S Environmental Protection Agency indicating that any facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities

(c) To include substantially this certification including this subparagraph (c) in every nonexempt subagreement

Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c 8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt)

A The recipient agrees as follows

(1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857 et seq. as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq. as amended by Public Law 92-500) respectively relating to inspection, monitoring, entry reports and information as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act respectively and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS

(2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing

(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed

(4) To insert the substance of the provisions of this clause in any nonexempt subagreement including this subparagraph A (4)

B The terms used in this clause have the following meanings

(1) The term Air Act means the Clean Air Act as amended (42 U.S.C. 1857 et seq. as amended by Public Law 91-604)

(2) The term Water Act means Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq. as amended by Public Law 92-55)

(3) The term clean air standards means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c 5(d)) and approved implementation procedure or plan under section 111(c) or section 111(d) respectively of the Air Act (42 U.S.C. 1857c 6(c) or (d)) or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c 7(d))

(4) The term clean water standards means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program as authorized by section 402 of the Water Act (33 U.S.C. 1342) or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317)

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(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collated in one geographical area.

V Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, and 3052 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI Examination of Records

Give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

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ATTACHMENT B

- I EQUAL OPPORTUNITY (SCS-AS-83)
- II EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION)
(SCS-AS-83)
- III NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS
FOR CERTIFICATIONS OF NONSEGREGATED
FACILITIES
- IV NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION
CONTRACTORS
- V NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES
- VI CERTIFICATION OF NONSEGREGATED FACILITIES (SCS-AS-818)
- VII STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE
ORDER 11246)

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ATTACHMENT B SPECIAL PROVISIONS

CONSTRUCTION

I - EQUAL OPPORTUNITY

The Contracting Local Organization agrees to incorporate or cause to be incorporated into any contract for construction work or modification thereof as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60 which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant contract loan insurance or guarantee or undertaken pursuant to any Federal program involving such grant contract loan insurance or guarantee the following Equal Opportunity (Federally Assisted Construction) clause

II - EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract the Contractor agrees as follows

1 The Contractor will not discriminate against any employee or applicant for employment because of race color religion sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race color religion sex or national origin. Such action shall include but not be limited to the following: Employment upgrading demotion or transfer recruitment or recruitment advertising layoff determination rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause

2 The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race color religion sex or national origin

3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment

4 The Contractor will comply with all provisions of Executive Order No 11246 of September 24 1965 and of the rules regulations and relevant orders of the Secretary of Labor

5 The Contractor will furnish all information and reports required by Executive Order No 11246 of September 24 1965 and by the rules regulations and orders of the Secretary of Labor or pursuant thereto and will permit access to his books records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules regulations and orders

6 In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules regulations or orders this contract may be canceled terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No 11246 of September 24 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No 11246 of September 24 1965 or by rule regulation or order of the Secretary of Labor or as provided by law

7 The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24 1965 so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided however that in the event a Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States

The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work. Provided however that if the Contracting Local Organization so participating is a State or local government the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations and relevant orders of the Secretary of Labor that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965 with a Contractor debarred from or who has not demonstrated eligibility for Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate or suspend, in whole or in part, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization and refer the case to the Department of Justice for appropriate legal proceedings.

III - NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required as follows:

IV - NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

(a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:

V - NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

VI - CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10 000 which are not exempt from the Equal Opportunity Clause)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments and that he/she does not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption the term 'segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, dog fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10 000 which are not exempt from the provisions of the Equal Opportunity Clause and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Contractor

Signature

Title Date

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VII - STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

(EXECUTIVE ORDER 11246)

- 1 As used in these specifications
- a Covered area means the geographical area described in the solicitation from which this contract resulted
 - b Director' means Director Office of Federal Contract act Compliance Program United States Department of Labor or any person to whom the Director delegates authority
 - c Employer identification number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return U S Treasury Department Form 94 1
 - d 'Minority' includes
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
 - (ii) Hispanic (all persons of Mexican Puerto Rican Cub Central or South American or other Spanish Culture or origin regardless of race)
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East Southeast Asia the Indian Subcontinent or the Pacific Islands) and
 - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification)
- 2 Whenever the Contractor or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade it shall physically include in each subcontract in excess of \$10 000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted
- 3 If the Contractor is participating (pursuant to 41 CFR 60 4 5) in a Hometown Plan approved by the U S Department of Labor in the covered area either individually or through an association its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables
- 4 The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7 a through 7 p of these specifications The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed Goals are published periodically in the Federal Register in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers The Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified
- 5 Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications Executive Order 11246 or the regulations promulgated pursuant thereto

- 6 In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7 The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites and in all at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
 - e. Develop on the job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7 b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review at least annually the company's EEO policy and the action obligations under these specifications with all employees having any responsibility for hiring, assessment, layoff, termination or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Fore, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipate doing business.

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- i. Direct its recruitment efforts both oral and written to minority female and community organizations to schools with minorities and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other training by any recruitment sources the Contractor shall send written notification to organizations such as the above describing the openings screening procedure and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable provide after school summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for through appropriate training etc. such opportunities.
 - m. Ensure that seniority practices job classification work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review at least annually of all supervisors adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7 a- through 7 p). The efforts of a contractor association joint contractor-union contractor-community or other share group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under Paragraphs 7 a through 7 p of these Specifications provided that the Contractor actively participates in the group makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply however is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor however is required to provide equal employment opportunity and to take affirmative action for all minority groups both male and female, and all women, both minority and nonminority. Consequently the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example even though the Contractor has achieved its goals for women generally the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race color religion sex or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246 as amended and its implementing regulations by

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the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended

- 13 The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name address telephone numbers construction trade union affiliation if any employee identification number when assigned social security number race sex, status (e.g. mechanic apprentice trainee helper or laborer) dates of changes in status hours worked per week in the indicated trade rate of pay and locations at which the work was performed. Records shall be maintained in an easy understandable and retrievable form however to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records
- 14 The Contractor in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order the implementing regulations or these specifications the Director shall proceed in accordance with 41 CFR 604.8
- 15 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program)

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**ASSURANCES RELATING TO
REAL PROPERTY ACQUISITION**

A **PURPOSE** - This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U S Department of Agriculture which is required in connection with the installation project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service

B **PROJECT MEASURES COVERED -**

Name of project DSR 28010251002

Identity of improvement or development Bank Stabilization

Location Clay Co - Site(s) McGee Creek

C **REAL PROPERTY ACQUISITION ASSURANCE -**

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation, and this assurance was not previously provided for in the watershed, project measure, or other type of plan

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U S C 4601-4655), as implemented in 7 C F R Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U S C 4655 because of State law have been or are hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished

D **ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS -**

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain inspect and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court

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Clay County Board of Supervisors
(Name of Sponsor)

By _____
Title _____
Date _____



This action is authorized at an official meeting
of the Clay County Board of Supervisors
on 8th day of March, 2012
State of Mississippi

Attest
[Signature]
(Name)
Charney Clerk
(Title)

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FINANCIAL MANAGEMENT SYSTEM


The sponsor responsible for managing the finances of Section 216, Public Law 81-516, work in which the NRCS has a financial interest must develop and maintain a financial management system which shall provide for

- (a) Accurate, current and complete disclosure of the financial results of each Public Law 516 undertaking in which NRCS has a financial interest in accordance with NRCS reporting requirements. When the NRCS requires reporting on an accrual basis and the sponsor's accounting records are not kept on that basis, the sponsor should develop such information through an analysis of the documentation on hand or on the basis of best estimates.
- (b) Records which identify adequately the source and application of funds for Public Law 516 financially supported undertakings. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.
- (c) Effective control over and accountability for all funds, property and other assets. Sponsors shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
- (d) Comparison of actual with budgeted amounts for each undertaking, i.e., each project agreement, land rights agreement, agreement for services and relocation agreement. Also, relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by NRCS.
- (e) Procedures to minimize the time elapsing between the transfer of funds from the U. S. Treasury and disbursement by the sponsor whenever funds are advanced by the NRCS. When advances are made by a letter of credit method the sponsor shall make draw-downs from the U. S. Treasury through its commercial bank as close as possible to the time of making the disbursements.
- (f) Procedures for determining the allowability and allocability of costs in accordance with the NRCS obligating instrument (project agreement, agreement for services, land rights agreement, relocation agreement) and the applicable NRCS program handbook (Watershed Protection Handbook or Resource Conservation and Development Projects Handbook).
- (g) Accounting records which are supported by source documentation.
- (h) Audits to be made by the sponsor or at the sponsor's direction, to determine at a minimum the fiscal integrity of financial transactions and reports, and the compliance with laws, regulations and administrative requirements. The sponsor will schedule such audits with reasonable frequency, usually annually, but not less frequently than once every two years, considering the nature, size and complexity of the activity.
- (i) A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

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The Clay County Board of Supervisors (MS) has a Financial Management System that complies with the requirements of Section 510 50 of the Contracts, Grants and Cooperative Agreements Manual as shown above

Clay County Board of Supervisors (MS)
By [Signature]
Title President
Date _____



This action is authorized at an official meeting of the
Clay County Board of Supervisors (MS)
on 8th day of March, 2012 at
Clay County Court House
205 Court Street

State of Mississippi

Attest

[Signature]
(Signature)
Chancery Clerk
(Title)

U S DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENT (GRANTS)
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

Alternative I

The grantee certifies that it will or will continue to provide a drug-free workplace by

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition,
- (b) Establishing an ongoing drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace,
 - (2) The grantee's policy of maintaining a drug-free workplace,
 - (3) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace,
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a),
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement, and
 - (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction,
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant,
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2) with respect to any employee who is so convicted-

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- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency,
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f)

B The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant

Place of Performance (Street address, city, county, state, zip code)

Clay County Board of Supervisors (MS)

Check if there are workplaces on file that are not identified here

Clay County Board of Supervisors (MS)

Organization Name

McGee Creek
Project

Wanda Davis President
Name and Title of Authorized Representative

Signature

3/8/12

Date

INSTRUCTIONS FOR CERTIFICATION

- 1 By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2
- 2 The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the Agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act
- 3 Workplaces under grants for grantees other than individuals, need not be identified on the certification. If known they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements
- 4 Workplace identification must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g. all

vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios)

5 If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three)

6 Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to the certification. Grantee's attention is called, in particular, to the following definitions from these rules

"Controlled Substance" means a controlled substance in Schedule I through V of the Controlled Substances Act (21 U S C 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15),

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes,

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance,

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including (i) all "direct charge" employees, (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant, and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces)

Form AD-1049 (REV 5/90)

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STANDARDS OF CONDUCT

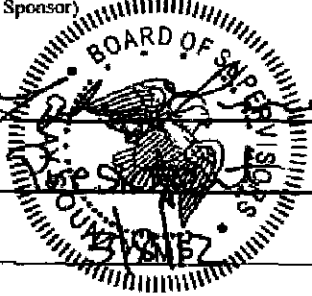
The Contracting Local Organization for the Clay County Board of Supervisors hereby agrees that its officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. The contract or other procurement action shall not be awarded to a sponsor, the Contracting Local Organization, or firm in which any official of such organization, or any member of such official's immediate family, has direct or indirect interest in the recurring profits or contracts of such firms. To the extent permissible by state or local laws, rules or regulations, such standards as herein stated above shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by either the Contracting Local Organization officers, employees, or agents, or by contractors or their agents.

Clay County Board of Supervisors (MS)
(Name of Sponsor)

By _____

Title _____

Date _____



This action is authorized at an official meeting of the Clay County Board of Supervisors on the 24 day of March, 2012.

State of Mississippi

Attest

(Name)

(Title)

Chancy B. Berry
Chancery Clerk

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OPERATION AND MAINTENANCE AGREEMENT

This agreement is entered into by and between the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter referred to as NRCS, and the following organization(s), hereinafter referred to as the Sponsor(s)

Clay County Board of Supervisors (MS)

The Sponsor(s) and the Service agree to carry out the terms of this agreement for the operation and maintenance of the project measures in the State of Mississippi. The project measures covered by this agreement are identified as follows: Streambank stabilization with rock riprap- McGee Creek.

I OPERATIONS

- A The Sponsor(s) will be responsible for operating the measure without cost to the Service as follows
 - 1 In compliance with applicable Federal, State and local laws,
 - 2 In compliance with the conditions set out in the instruments by which rights were acquired to install, operate and maintain the measure(s),
 - 3 In a manner that will protect the environment and permit the measure(s) to serve the purpose for which installed as set forth in the program agreement,
 - 4 In keeping with the requirements to provide inspection, operation and maintenance reports within the time frame provided in the attached plan
- B The Service will, upon request of the Sponsor(s) and to the extent that its resources permit, provide consultative assistance in the operation of the structural measures
- C Admission or users fees shall be charged only as necessary to produce revenues required by the Sponsor(s) to amortize its share of installation costs for that portion of the measures pertaining to recreation of fish and wildlife and to provide adequate inspection, operation, maintenance, and replacement of the same
- D In a recreation or fish and wildlife measure the Sponsor(s) may dispense such services and commodities, or arrange with private concessionaires for the dispensing of such services and commodities, which will contribute to the full use and enjoyment of the measure by the public at prices which are reasonable and compatible with prices for similar services and commodities within the area served by the measure

II MAINTENANCE

- A The Sponsor(s) will

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- 1 Be responsible for and promptly perform or have performed without cost to the Service all maintenance of the measures determined by either the Sponsor(s) or the Service to be needed
 - 2 Obtain prior Service approval of all plans, designs and specifications for maintenance work
- B The Service will upon request of the Sponsor(s) and to the extent that its resources will permit, provide consultative assistance in the maintenance of the measure(s)

III REPLACEMENT

- A The Sponsor(s) will be responsible for the replacement of parts or portions of the measure(s) which has a physical life of less duration than the evaluated life of the measure(s)
- B The Service will upon request of the Sponsor(s), provide consultative assistance in the replacement of measure parts or portions

IV PLAN OF OPERATION AND MAINTENANCE

The Service and the Sponsor(s) will prepare a detailed plan of operation and maintenance for each measure covered by the agreement. More than one measure may be included in a single plan provided that the measures are sufficiently similar to warrant such action. Each such plan shall be attached to become a part of this agreement.

V INSPECTIONS AND REPORTS

- A The sponsor(s) will inspect the measures at least annually and after each major storm or occurrence of any unusual conditions that might adversely affect the measure(s)
- B The Service or Federal land administering agency may inspect the measures at any reasonable time during the period covered by this agreement. At the discretion of the State Conservationist, Service personnel may assist the Sponsor(s) in their inspection.
- C A written report will be made of each inspection. A copy of each report will be provided by the inspecting party to the other party within ten days of the date on which the inspection was made. The report will describe the conditions found and list any corrective action needed with a time frame to complete each action.

VI TIME OF RESPONSIBILITY

The Sponsor(s)' responsibility for operation and maintenance begins when a part of or all of the work of installing a measure is completed and accepted or is determined complete by the Service. This responsibility shall continue until the expiration of the evaluated life of all the installed project measures. This does not relieve the Sponsor(s)' liability which continues throughout the life of the measure or until the measure is modified to remove potential loss of life or property.

VII RECORDS

The Sponsor(s) will maintain in a centralized location a record of all inspections and significant actions taken, cost of performance and completion date with respect to

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operation, maintenance and replacement The Service may inspect these records at any reasonable time during the term of the agreement

VIII GENERAL

- A The Sponsor(s) will
 - 1 Prohibit the installation of any structure or facilities that will interfere with the operation or maintenance of the project measures
 - 2 Obtain prior Service approval of the plans and specifications for any alteration or improvement to the structural measures
 - 3 Obtain prior Service approval of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the agreement after it has been signed by the Sponsor(s) and the other party
- B Service personnel will be provided the right to free access to the project measures at any reasonable time for the purpose of carrying out the terms of this agreement
- C The responsibilities of the Sponsor(s) under this agreement are effective simultaneously with the acceptance of the project measures in whole or part
- D Comply with the attached PROPERTY MANAGEMENT STANDARDS


 Name of Sponsor Clay County Board of Supervisors (MS) Title President Date 3/8/12
 This action is authorized at an official meeting of the Sponsor, named immediately above on March 8, 2012 at Clay County Courthouse
 Attest Gregory D. Berry Title County Clerk
 Natural Resources Conservation Service, United States Department of Agriculture
 By _____ Title _____ Date _____

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OPERATION AND MAINTENANCE PLAN
Clay County Board of Supervisors
McGee Creek

I Operation

The Sponsors will operate this measure in accordance with the terms of the Operation and Maintenance Agreement. This includes the administration, management, and performance of nonmaintenance actions needed to keep completed works of improvement functioning as planned.

II Maintenance

- A The channel should be maintained in such a way as to keep it free of any debris, silt bars or other obstructions that will reduce its capacity. Bank stabilization measures should be used to prevent erosion. The undesirable vegetation should be cut or sprayed with approved herbicides and removed from the channel. An access road should be maintained along side the channel for easy maintenance.
- B It is anticipated that the following items of maintenance, repair, or replacement will be needed during the effective life of the measure:
- 1 Vegetation
 - a Reseed, resod, and fertilize areas of stand or areas destroyed by erosion, freezing, or drought. If necessary, restore eroded areas before reseeding.
 - b Cut or spray with approved herbicide and remove undesirable vegetation. Observe local ordinances regarding spraying and burning.
 - c Fertilize vegetation as required to maintain a vigorous stand.
 - d Control grazing to insure proper vegetative cover.
 - e Mow grass at regular intervals to maintain optimum cover.
 - 2 Channels - lined and unlined
 - a Remove sand and gravel bars and properly dispose of them outside the channel perimeter.
 - b Remove and properly dispose of debris. Give special attention to removal and proper disposal of debris and repair erosion damage at structures.
 - c Replace, reinforce, or extend riprap where needed. Make repairs to grade control structures where needed.
 - d Keep access roads for maintenance and maintenance travelways in usable condition.
 - e Maintain dikes and spoil to divert water to protected inlets and prevent overbank flow.
 - f Renovate channel banks damaged by storm flow.
 - g Rehabilitate damaged pipe inlets from fields or side channels. Replace eroded soil adjacent to structures.

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- C The estimated average annual cost of providing the necessary maintenance for this measure is \$200 00. Funds to finance this cost will be provided by the Clay County Board of Supervisors, from general tax revenues.
- D The Clay County Board of Supervisors will be responsible for and promptly perform or have performed all maintenance of the measure determined by either the Sponsors or the Service to be needed.

The Clay County Board of Supervisors, with consulting assistance from the Natural Resources Conservation Service, will assist in the maintenance which can be accomplished with normal farm equipment such as removal of debris, control of undesirable vegetation, controlled grazing and mowing, and fertilizing vegetation.

- E The measure will be inspected at least annually and after unusually severed floods or the occurrence of any other unusual condition that might adversely affect the measure. Annual inspections will be performed during the month of July. Annual and special inspections will include but not be limited to an examination of the following items:

- 1 Stability of channel grades and side slopes
- 2 Excessive sedimentation
- 3 Condition of rip-rapped areas
- 4 Obstructions and undesirable vegetative growth
- 5 Scour at bridge piers, abutments and other adjacent property
- 6 Severity of erosion of berms and undesirable vegetative growth
- 7 Condition of cleared and snagged areas
- 8 Condition of fences and gates

- F A written report will be made of each inspection as provided in the O&M Agreement. A follow-up report will be provided when all corrective action has been accomplished.

- G The requirements will remain in effect until the expiration of the effective life of the measure based on a mutual determination of the Sponsors and the Service.

- H Service personnel will assist the Sponsors on annual and special inspections until such time as the State Conservationist determines that Service participation is no longer necessary. At this time, he will so notify the Sponsor in writing. This notice will constitute an amendment to the Plan.

- I Each sponsoring organization that has responsibility for O&M of any project measure will be furnished an Operation and Maintenance Handbook. The handbook is to acquaint Sponsors with the essentials of operating and maintaining their projects. The information and suggestions can help Sponsors understand the jobs and how to carry them out in a timely and efficient manner.

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ASSURANCES CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response including time for reviewing instructions searching existing data sources gathering and maintaining the data needed and completing and reviewing the collection of information Send comments regarding the burden estimate or any other aspect of this collection of information including suggestions for reducing this burden to the Office of Management and Budget Paperwork Reduction Project (0348-0042) Washington DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY

NOTE Certain of these assurances may not be applicable to your project or program If you have questions please contact the Awarding Agency Further certain Federal assistance awarding agencies may require applicants to certify to additional assurances If such is the case you will be notified

As the duly authorized representative of the applicant I certify that the applicant

- 1 Has the legal authority to apply for Federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non Federal share of project costs) to ensure proper planning management and completion of the project described in this application
- 2 Will give the awarding agency the Comptroller General of the United States and if appropriate the State through any authorized representative access to and the right to examine all records books papers or documents related to the assistance and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives
- 3 Will not dispose of modify the use of or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non discrimination during the useful life of the project
- 4 Will comply with the requirements of the assistance awarding agency with regard to the drafting review and approval of construction plans and specifications
- 5 Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State
- 6 Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency
- 7 Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain
- 8 Will comply with the Intergovernmental Personnel Act of 1970 (42 U S C §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C F R 900 Subpart F)
- 9 Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U S C §§4801 et seq) which prohibits the use of lead based paint in construction or rehabilitation of residence structures
- 10 Will comply with all Federal statutes relating to non discrimination These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P L 88 352) which prohibits discrimination on the basis of race color or national origin (b) Title IX of the Education Amendments of 1972 as amended (20 U S C §§1681 1683 and 1685 1686) which prohibits discrimination on the basis of sex (c) Section 504 of the Rehabilitation Act of 1973 as amended (29 U S C §794) which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975 as amended (42 U S C §§6101-6107) which prohibits discrimination on the basis of age (e) the Drug Abuse Office and Treatment Act of 1972 (P L 92-255) as amended relating to nondiscrimination on the basis of drug abuse (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970 (P L 91 616) as amended relating to nondiscrimination on the basis of alcohol abuse or alcoholism (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U S C §§290 dd 3 and 290 ee 3) as amended relating to confidentiality of alcohol and drug abuse patient records (h) Title VIII of the Civil Rights Act of 1968 (42 U S C §§3601 et seq) as amended relating to nondiscrimination in the sale rental or financing of housing (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application

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Standard Form 424D (Rev 7 97)
Prescribed by OMB Circular A 102

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- 11 Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P L 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12 Will comply with the provisions of the Hatch Act (5 U S C §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13 Will comply as applicable with the provisions of the Davis-Bacon Act (40 U S C §§276a to 276a 7) the Copeland Act (40 U S C §276c and 18 U S C §874) and the Contract Work Hours and Safety Standards Act (40 U S C §§327 333) regarding labor standards for federally assisted construction subagreements.
- 14 Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P L 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10 000 or more.
- 15 Will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the

National Environmental Policy Act of 1969 (P L 91-190) and Executive Order (EO) 11514 (b) notification of violating facilities pursuant to EO 11738 (c) protection of wetlands pursuant to EO 11990 (d) evaluation of flood hazards in floodplains in accordance with EO 11988 (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U S C §§1451 et seq) (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955 as amended (42 U S C §§7401 et seq) (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended (P L 93-523) and (h) protection of endangered species under the Endangered Species Act of 1973 as amended (P L 93-205)

- 16 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U S C §§1271 et seq) related to protecting components or potential components of the national wild and scenic rivers system.
- 17 Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U S C §470) EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U S C §§469a 1 et seq)
- 18 Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No A 133 Audits of States Local Governments and Non Profit Organizations
- 19 Will comply with all applicable requirements of all other Federal laws executive orders regulations and policies governing this program

 SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>[Signature]</i>	TITLE Clay County President of Board of Supervisors
	APPLICANT OR ENTITY Clay County, MS

SF-424D (Rev 7 97) Back

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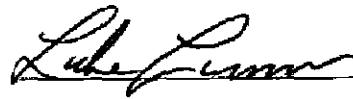
**IN THE MATTER OF APPROVING TRAVEL FOR THE SHERIFF
AND JAIL ADMINISTRATOR**

There came on this day for consideration the matter of approving travel for the Sheriff and Jail Administrator

It appears to this Board Sheriff, Eddie Scott, is requesting approval for him and the Jail Administrator to travel to Ave Aurora, CO to attend the National Institute of Corrections Conference on July 30 – August 3, 2012 discussing the responsibility and liabilities associated with ensuring the jail operations are conducted safely, securely, legally, and humanly. It further appears the completion of the said 36-hour training will serve as required certification for the Sheriff and Jail Administrator.

After motion by Lynn Horton and second by R. B. Davis this Board doth vote unanimously to approve the said travel to Colorado for the Sheriff and Jail Administrator on July 30 – August 3, 2012.

SO ORDERED, this the 8th day of March, 2012



President[po1]



[Home \(/\)](#) > [Training Catalog \(/Training\)](#) > [Classroom \(#Classroom#Classroom\)](#) > Jail Administration

Date(s) **Jail Administration**

Jul 30 2012 Aug
03 2012

Jul. 30 2012 - Aug. 03 2012--Jail administrators have significant responsibility and flexibility in ensuring that jail operations are conducted safely securely legally and humanely This 36 hour program focuses on the basic skills and competencies jail administrators need to effectively meet this responsibility

Apply By

Jun 01 2012

Location

11900 E Cornell
Ave Aurora CO
80014

Overview

This program covers ten key elements in jail administration

Format

Managing risk

Classroom

[\(/Training/#Classroom\)](#)

Using jail standards to establish and assess operations

Audience

Developing and assessing policy and procedure

[Jails \(/Training/#Jails\)](#)

Determining staffing needs

Contact

[Enka McDuffe](#)

[Correctional](#)

[Program Specialist](#)

[\(/Contact/eCard.aspx?](#)

[contactid=115\)](#)

Managing the workforce

Managing inmate behavior

Managing the budget

Event ID

12J2802

Developing a fire safety and sanitation plan

Assessing operations

Working with key stakeholders external to the jail

Audience

Only the top-level administrator of jails with fewer than 1 000 beds may apply If space allows teams composed of the jail administrator and the agency s chief executive officer such as the sheriff will be considered for acceptance

NICIC gov

Administrative Offices
320 First St NW
Washington D C 20543
800 995 6423
202 307 3106

Training Center
11900 E Cornell Ave Unit C
Aurora CO 80014
800 995 6429
800 995 6420 (Fax #)

Information Center
11900 E Cornell Ave Unit C
Aurora CO 80014
800 877 1461

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RESOLUTION OF THE CLAY COUNTY BOARD OF SUPERVISORS ELIMINATING PRINTERS ON CLAY COUNTY VOTING MACHINES

WHEREAS, Clay County Election Commissioner Wendy Fuller appeared before the Clay County Board of Supervisors and presented the minutes from the Clay County Election Commission where the Commission had voted on September 6, 2011 to remove the printers and is recommending that the printers be removed from the Clay County voting machines, and

WHEREAS, Commissioner Fuller indicated that these printers have not been reliable and represent a significant expense to repair, replace, or maintain, and

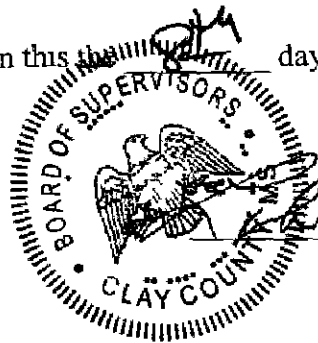
WHEREAS, the Board, after considering said recommendation, finds that it is appropriate and necessary and in the best interest of the citizens of Clay County to eliminate the printers from the voting machines

IT IS, THEREFORE, RESOLVED, that Clay County, Mississippi shall remove printers from the Clay County voting machines

IT IS FURTHER RESOLVED, that this removal shall not be effective until pre-clearance is received from the United States Department of Justice

IT IS FURTHER RESOLVED, that the Board Attorney, Robert B Marshall, Jr, is directed to file a submission with the United States Department of Justice seeking pre-clearance for removal of printers from Clay County voting machines

This Resolution passed and adopted on this 14th day of March, 2012



[Handwritten Signature]

President

ATTEST

[Handwritten Signature]
Amy G Berry, Chancery Clerk

Clay County Election Commissioners
P O Box 364
West Point, MS 39773

TO CLAY COUNTY BOARD OF SUPERVISORS
RE BUDGET CUTS
SEPTEMBER 6, 2011

We would like to make the following proposals regarding budget cuts for the next calendar year

- 1 Hire poll workers according to the Code Section 23-15-231 and 235, the minimum, never the maximum (see attached Code Section and appendix)
- 2 Reduce amount of pay for the Resolution Board to \$75. (see attached Code Section 23-15-277)
- 3 Merge the Pheba and Cedar Bluff precincts (see previous documentation presented to the board on this matter)
- 4 Do away with the printers to avoid cost on having the printer housing repaired *replaced*
- 5 Put a cap of \$20 on poll worker training *210.00*

Thank you for your consideration on these matters

Sincerely,

Clay County Election Commissioners

RESOLUTION OF THE CLAY COUNTY ELECTION COMMISSIONERS
ELIMINATING PRINTERS OF CLAY COUNTY VOTING MACHINES

WHEREAS, Clay County Election Commissioners, Wendy Fuller and Glenda Nadeau, appeared before the Clay County Board of Supervisors and recommended that printers be removed from Clay County voting machines

WHEREAS, they also indicated that these printers have not been reliable and represent a significant expense to repair, replace or maintain

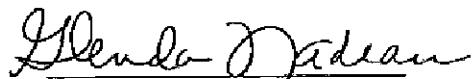
WHEREAS, the Clay County Commissioner's proposal, in regards to budget cuts will be appropriate and necessary and in the best interest of the voters of Clay County

IT IS THEREFORE, RESOLVED, that the Clay County Board of Supervisors support the removal of said printers


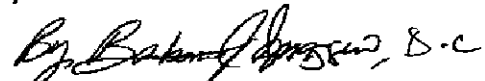

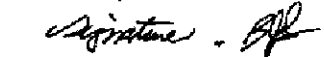
IT IS THEREFORE, RESOLVED, that the Clay County Board pass and adopt this request before the November General Election in 2012

IT IS THEREFORE RESOLVED, that the Clay County Board of Supervisors will instruct Board Attorney, Tom Storey, to submission with the United States Department of Justice seeking pre-clearance for removal of Clay County voting machine printers

This Resolution was passed and adopted on September 6, 2011


Chairman

Attest

Circuit Clerk & Ex-Officio Notary Public
My Commission Expires Jan 4 2016

MINUTES OF CLAY COUNTY ELECTION COMMISSIONERS

The Election Commissioners met Tuesday, September 06, 2011 in the Clay County Court House Present were Linda Ivy, Tommy Bryan, Glenda Nadeau, and Wendy Fuller Not Present was Jessie Ivy who is due to come in at 3 00 p m (see attachment)

The Commissioners meet at 11 00 a m and purged the attached list of voters from the voter rolls

All other business was disposed of, and the next meeting for the Commissioners is scheduled for September 20, 2011

<u>Robert O. Thomas</u>	Circuit Clerk
<u>Linda Ivy</u>	District 1, Secretary
<u>Tommy Bryan</u>	District 2
<u>Glenda Nadeau</u>	District 3, Chairman
<u>Wendy Fuller</u>	District 4
<u>Jessie Ivy</u>	District 5

9/6 The president Nadeau & Commissioner Fuller met with the Board on ways to cut cost Commissioners Bryan and Linda Ivy checked on the machines Commissioners took election boxes to the Swift Building

Appendix 1

East West Point is one of two precincts in Clay County that is charged a rental fee for county elections. During the 2008 election year, due to Special Elections and Run-offs, the total amount spent on rental fees was \$1,375.00. The projected cost for the 2010-2011 election cycles is \$1,350.00.

The Election Commissioners are recommending that EWP voting precinct be moved to a more cost effective location with a yearly rental contract, or property owned by the county at no fee. This location also needs to have ample parking, good lighting, and a physical layout enabling the voters to enter and exit the building in an efficient manner. We would also need an agreement that the building could be used for three days, one to set-up, one to vote, and one to pick-up election equipment no later than 10:00 a.m.

The present EWP precinct location has requested we do not post required voter signs on the walls and the clean-up fee is not included in the rental fee. Parking is also a problem at this location.

EWP Voter Totals 2,120

- Active 1,747
- Inactive 372

Financial Expenses (2006 through December 2010) \$3,850.00

Projected Expenses for 2011 \$1,350.00

- Special/Run-off \$450.00
- Primary/Run-off 450.00
- General 225.00
- Run-off 225.00

Attachment Clay County Vendor Invoices

Appendix 3

The Clay County Election Commissioners and Circuit Clerk Bob Harrell are proposing to remove the printers to the TSX Voting Machines. 18 of the 78 counties using the Touch Screen System have already moved in this direction with no reported incidents with election results.

The following are some of the reasons we are requesting the removal of the printers. The cost of paper rolls per unit has increased due to the size of the roll. We are also anticipating replacing canisters due to wear and tear on them. We need to replace some of the paper roll guides, leg braces, and thirty-seven clear covers for the windows of the printer. We ask ES&S to replace the covers in November of 2010, but we never received them. Workers are having problems with paper jams and have to open the units without seeing the voters' ballots. When we have back to back elections, as we have just had, storage of all the canisters is a problem because we don't have enough "extra" ballot boxes to store them in for the required 21 months.

The printers are not absolutely necessary because all units have an archive file in the bottom department that can print out a paper copy if there is a need.

**IN THE MATTER OF TRANSFERRING INTEREST EARNED
FROM THE PAYROLL CLEARING CHECKING ACCOUNT
AND THE INSURANCE CLEARING CHECKING ACCOUNT**

There came on this day for consideration the matter of transferring interest earned from the payroll clearing checking account and the insurance clearing checking account

It appears to this Board that interest has been earned in the payroll clearing checking account in the amount of \$8 91 and in the insurance clearing checking account in the amount of \$ 11 29 and should be transferred to the General County Fund

This Board after motion by Lynn Horton and seconded by Shelton Deanes doth vote unanimously to transfer said amounts in the above referenced checking accounts to the General County Fund

SO ORDERED, this the 8th day of March, 2012

President

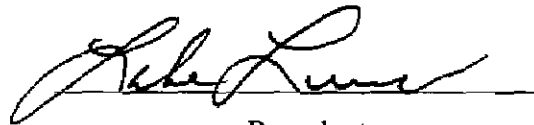
**IN THE MATTER OF INTERFUND LOANS FOR CLAY COUNTY,
MISSISSIPPI**

There came on this day for consideration the matter of an inter fund loan of \$3,108 78 from fund #013, Utilization Fund to fund # 112, Drug Court AOC Grant Fund

It appears to this Board that an inter fund loan should be made to fund #112, Drug Court AOC Grant Fund in the amount of \$3,108 78 in anticipation of reimbursement from the AOC Grant and so the said fund will not be overdrawn for the month of February 2012

Therefore, after motion by Shelton Deanes and seconded by R B Davis, this Board doth vote unanimously to loan \$ 3,108 78 from fund #013, Utilization Fund to fund #112, Drug Court AOC Fund

SO ORDERED, this the 8th day of March, 2012



President

290
2012

IN THE MATTER OF INTER FUND LOANS FOR CLAY COUNTY, MISSISSIPPI

There came on this day for consideration the matter of an inter fund loan of \$ 15,054 80 from fund #001, General Fund to fund # 097, E911 Fund

It appears to this Board that an inter fund loan should be made to fund #097, E911 Fund from fund #001, General Fund in the amount of \$ 15,054 80 in order for the said fund to not be overdrawn from the month of February 2012

Therefore, after motion by R. B. Davis and seconded by Lynn Horton, this board doth vote unanimously to loan \$15,054 80 from fund #001, General Fund to fund # 097, E911 Fund

SO ORDERED, this the 8th day of March, 2012



President

IN THE MATTER OF AN INTER FUND LOAN FOR CLAY COUNTY MISSISSIPPI

There came on this day for consideration the matter of an inter fund loan of \$ 1,479 25 from fund #114, Volunteer Fire Fund to fund #116, Volunteer Fire Insurance Rebate Monies Fund

It appears to this Board that one claim was paid on February 10, 2012 from fund #116, Volunteer Fire Insurance Rebate Monies for debt service payments for volunteer fire services. Additionally, until the annual volunteer fire insurance rebate monies are received from the State of Mississippi fund#114, Volunteer Fire Fund should loan said funds to fund #116, Volunteer Fire Insurance Rebate Monies Fund

Therefore, after motion by Shelton Deanes and seconded by R. B. Davis this Board doth vote unanimously to loan \$1,479 25 from fund #114, Volunteer Fire Fund to fund #116, Volunteer Fire Insurance Rebate Monies Fund

SO ORDERED, this the 8th day of March 2012


President

No _____

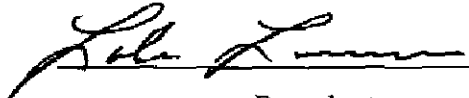
IN THE MATTER OF ORDERING ROBIN JOLLY A RESIDENT OF 1975 WADDELL ROAD TO CLEAN HER PRIVATE PROPERTY

There came on this day for consideration the matter of ordering Robin Jolly, a resident of 1975 Waddell Road, to clean her private property

It appears to this Board that Mr McKee is requesting this Board to order Robin Jolly, a resident of 1975 Waddell Road of District 5, to clean her property as authorized in Section 19-5-105, of the *Mississippi Code of 1972*. It further appears based upon Mr McKee's testimony that the said property is a menace to the public and is in such a state of uncleanness that the said property is a public health hazard due to all the garbage and trash on the property. Furthermore as per Section 19-5-105, prior to ordering someone to clean their property the Board must serve notice three weeks before the date of a public hearing and a public hearing must be held to determine whether or not the said parcel of land is truly in such a state of uncleanness as to be a menace to the public health and safety of the community.

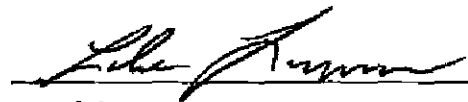
After motion by Floyd McKee and second by Shelton Deanes this Board doth authorize the Board attorney to send a letter to Robin Jolly at 1975 Waddell Road serving three (3) weeks notice prior to the date of a public hearing to be held on Thursday, May 10th, at the Courthouse

SO ORDERED, this the 8th day of March, 2012



President

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to recess until their next meeting on Thursday, March 22, 2012, at 9 00 a m at the Clay County Courthouse



President

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