

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

STATE OF MISSISSIPPI
COUNTY OF HINDS

MDEQ MOA NO. 18-00098

MEMORANDUM OF AGREEMENT
FOR
DIGITAL ORTHO PHOTOGRAPHY AND SURVEY SERVICES

This document reflects a Memorandum of Agreement (“MOA”) between the Mississippi Department of Environmental Quality (herein referred to as “MDEQ”), and **Madison County Board of Supervisors**, DUNS Number 060845179 (herein referred to as the “SUB-GRANTEE”, and together with MDEQ, the “Parties”, and each, a “Party”), to provide services, materials, facilities, and personnel, as specified in paragraph 3, Statement of Work.

1. Purpose

The purpose of this Memorandum of Agreement is to provide for an agreement whereby MDEQ will reimburse the SUB-GRANTEE for certain portions of the costs of the ortho photography and survey services, procured under the Mississippi Ortho 2018 Aerial Photography Update Initiative 2017-2018 (MS Ortho 2018) Interlocal Agreement, attached hereto and expressly incorporated as a part of this MOA as Attachment “A”.

2. Source of Funds

This project is partially funded through a U.S. Department of Agriculture (“USDA”) Natural Resources Conservation Service (“NRCS”) Grant #68-4423-18-007, CFDA #10.912, Coordinated Ortho Imagery Project, awarded on March 15, 2018. This Federal Award is attached hereto and expressly incorporated as a part of this MOA as Attachment “B”.

3. Statement of Work

A. Services:

For the consideration referred to in paragraph 6, Consideration and Payment, the SUB-GRANTEE shall provide MDEQ with services, facilities, personnel and materials as specified below:

B. Tasks:

SUB-GRANTEE shall provide the following tasks, in accordance with the National Geospatial-Intelligence Agency (“NGA”) /Urban Orthorectified Imagery Specifications which is attached hereto and expressly incorporated as a part of this MOA as Attachment “C”. The SUB-GRANTEE shall put forth its best effort to provide the tasks within the given timetable:

1. Join in the solicitation for proposals for aerial ortho photography services pursuant to the Interlocal Cooperation Agreement approved by each County, as described in Attachment “A”;

2. Concur with the selection of the successful services vendor under applicable rules, regulations, and statutory and case law of the State of Mississippi, and to enter into a contract with that vendor to provide the services and create the product(s) described herein;
3. Provide to MDEQ, upon MDEQ's request, a copy of the proposed aerial ortho photography services contract prior to execution and a copy of the final executed contract;
4. Pay the services vendor as required by the aerial ortho photography services contract;
5. After expending funds for the services contemplated herein, provide MDEQ, in a form satisfactory to MDEQ, evidence of the amount expended along with a request for a reimbursement amount pursuant to this MOA;
6. Provide to MDEQ, at no cost to MDEQ other than those provided for herein, a copy of all data, imagery, and aerial photography and ortho photography information obtained from the selected services vendor, in a form that conforms to and meets all United States Geological Survey ("USGS") requirements, as described in Attachment "C"; and
7. Grant, and the SUB-GRANTEE does hereby grant, to MDEQ a royalty-free, perpetual license to access and use all such data, imagery, and aerial photography and ortho photography information in any form necessary for MDEQ's purposes of planning, mapping, and surveying and for other purposes that may become necessary. The SUB-GRANTEE shall further obtain for MDEQ any and all perpetual license(s) for such access and use, at no cost to MDEQ, that may be necessary to be obtained from other parties.

4. Contract Terms and Conditions

This MOA and the SUB-GRANTEE are subject to the terms and conditions of the USDA, NRCS General Terms and Conditions, included in Attachment "B", all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this MOA. All of these terms and conditions apply to the SUB-GRANTEE and its Contractors.

5. Period of Performance

The period of performance for this MOA shall commence upon execution by the Executive Director of MDEQ and end no later than **December 31, 2018**. The SUB-GRANTEE agrees to complete all tasks included in the Statement of Work within this Period of Performance, unless otherwise directed by MDEQ.

6. Consideration and Payment

A. Consideration:

As consideration for the performance of this of the tasks included in this MOA, MDEQ agrees to reimburse the SUB-GRANTEE a maximum total not to exceed **\$8,249.38** for expenses paid to the selected services vendor or Contractor. SUB-GRANTEE may not charge any of their own administration costs or other expenses against these funds.

B. Invoices:

SUB-GRANTEE shall submit invoices no more frequent than monthly supported by documentation of costs, type or percentage of work performed as required by MDEQ. The invoices shall include breakdowns of personnel, position, dates worked, tasks performed, hourly rate, and totals for each personnel, as well as other supporting documentation of costs incurred.

All invoices for time periods ending June 30 of any year through the course of this MOA shall be submitted separately and no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than thirty (30) days after the end date of this MOA.

C. Payment:

Subject to available funding, as set forth in the USDA, NCRS General Terms and Conditions and all other terms and conditions of this MOA, MDEQ shall pay all properly invoiced amounts due to SUB-GRANTEE within forty-five (45) days after MDEQ's receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim for payment from SUB-GRANTEE that includes work performed outside a one-year period from receipt of such invoice.

i. Request for Payment SUB-GRANTEE shall request payment of funds on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDEQ. SUB-GRANTEE shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. The SUB-GRANTEE shall submit invoices no more frequent than monthly supported by documentation of the type work performed. Invoices shall clearly state the payment requested. Payment will be made within 45 days upon receipt of an approved invoice.
2. All invoices shall be supported by statements of costs incurred in performance of this MOA.
3. Any funds that are paid by MDEQ to the SUB-GRANTEE that are deemed ineligible or not necessary for the completion of the Work in this MOA must be returned to MDEQ within 30 days from receiving MDEQ's written notification for return of funds.

4. SUB-GRANTEE understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUB-GRANTEE shall remain responsible for performance in strict compliance with this MOA. If MDEQ rejects, condemns or fails to approve any part of the Statement of Work, it may terminate this MOA as permitted in paragraphs entitled Termination for Convenience, Termination for Default or Termination Upon Bankruptcy.
5. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request if, at the time the request is submitted, the SUB-GRANTEE has failed to comply with any term or condition of this MOA or has otherwise failed to perform the Work to date in accordance with the Statement of Work.

ii. Indirect Cost Rate There are no indirect costs related to the work under this MOA.

7. Final Payment and Reports

When SUB-GRANTEE has performed all the Work, SUB-GRANTEE shall transmit to MDEQ a comprehensive report on the Work, along with the corresponding results (the "Final Project Report"). As appropriate, the Final Project Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by the SUB-GRANTEE to MDEQ within thirty (30) days of Project completion.

Upon satisfactory completion of the work performed under this MOA, as a condition before final payment under this MOA or as a termination settlement under this MOA, the SUB-GRANTEE shall execute and deliver to MDEQ a release of all claims, Attachment "D", against MDEQ arising under, or by virtue of, this MOA, except claims which are specifically exempted by the SUB-GRANTEE to be set forth therein. Unless otherwise provided in the MOA, by state law or otherwise expressly agreed to by the parties in this MOA, final payment under this MOA or settlement upon termination of this MOA shall not constitute waiver of MDEQ's claims against the SUB-GRANTEE or its sureties under this MOA or applicable performance and payment bonds.

8. Financial Management and Compliance

MDEQ requires that the SUB-GRANTEE have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this SUB-AWARD from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUB-GRANTEE shall redact, in accordance with 2. C.F.R. § 200.82, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to,

social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include Personally Identifiable Information (PII) that is required by law to be disclosed. (See also §200.79 PII). SUB-GRANTEE and any Contracted Parties (as such term is defined in Article 21) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUB-GRANTEE shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUB-GRANTEE has been determined to be at a low risk of noncompliance as stated in Attachment "E", a copy of which is attached hereto and incorporated herein in its entirety. SUB-GRANTEE agrees to submit to and cooperate with MDEQ in any risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds.

9. Employment Status

The SUB-GRANTEE shall, during the entire term of this MOA, be construed to be an independent SUB-GRANTEE. Nothing in this MOA is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

The SUB-GRANTEE represents that it is qualified to perform the duties to be performed under this MOA and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this MOA. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by the SUB-GRANTEE to perform the services hereunder shall be the employee of the SUB-GRANTEE, who shall have the sole right to hire and discharge its employee. If the SUB-GRANTEE is notified within the first eight (8) hours of assignment that the person is unsatisfactory, the SUB-GRANTEE will not charge MDEQ for those hours.

The SUB-GRANTEE shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required.

It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to the SUB-GRANTEE shall be paid as a gross sum with no withholdings or deductions being made by MDEQ for any purpose from said MOA sum except as permitted in paragraphs, entitled Termination for Convenience, Termination for Default or Termination Upon Bankruptcy.

10. Applicable Law

The MOA shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. SUB-GRANTEE shall comply with applicable federal, state, and local laws and regulations.

11. Availability of Funds

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

12. Representation Regarding Contingent Fees

SUB-GRANTEE represents that it has not retained a person to solicit or secure a state MOA upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in SUB-GRANTEE's bid or proposal.

13. Representation Regarding Gratuities

The SUB-GRANTEE represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations, as may be amended by the Public Procurement Review Board.

14. Trade Secrets, Commercial and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this MOA which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the MOA shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

15. Compliance with Laws

The SUB-GRANTEE understands that MDEQ is an equal opportunity employer and therefore, maintains a policy, which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and SUB-GRANTEE agrees during the term of the MOA

that SUB-GRANTEE will strictly adhere to this policy in its employment practices and provision of services. SUB-GRANTEE shall comply with, and all activities under this MOA shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

16. Stop Work Order

- A. Order to Stop Work. MDEQ, may, by written order to the SUB-GRANTEE at any time, and without notice to any surety, require the SUB-GRANTEE to stop all or any part of the work called for by this MOA. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the SUB-GRANTEE, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the SUB-GRANTEE shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, MDEQ shall either:
- 1) Cancel the stop work order; or
 - 2) Terminate the work covered by such order as provided in the Termination Clauses of this MOA.
- B. Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the SUB-GRANTEE shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or service price, or both, and the MOA shall be modified in writing accordingly, if:
- 1) the stop work order results in an increase in the time required for, or in the SUB-GRANTEE's cost properly allocable to, the performance of any part of this MOA; and
 - 2) the SUB-GRANTEE asserts a claim for such an adjustment within thirty (30) days after the end of the work period of work stoppage; provide that, if MDEQ decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this MOA.
- C. Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- D. Adjustments of Price. Any adjustment in MOA price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this MOA.

17. E-Payment

SUB-GRANTEE agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

18. E-Verification

If applicable, SUB-GRANTEE represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUB-GRANTEE agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, SUB-GRANTEE agrees to provide a copy of each such verification. SUB-GRANTEE further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this MOA may subject SUB-GRANTEE to the following:

- A. Termination of this MOA for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- B. The loss of any license, permit, certification or other document granted to SUB-GRANTEE by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- C. Both. In the event of such cancellation/termination, SUB-GRANTEE would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

19. Transparency

This MOA, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. *See* Miss. Code Ann. §§ 25-61-1 et seq. and Miss. Code Ann. § 79-23-1. In addition, this MOA is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed MOA is required to be posted to the Department of Finance and Administration's independent agency Contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by SUB-GRANTEE

as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. The personal or professional services to be provided, the price to be paid, and the terms of this MOA shall not be deemed to be a trade secret or confidential commercial or financial information.

20. Paymode

Payments by state agencies using the electronic payment system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the SUB-GRANTEE'S choice. The State, may at its sole discretion, require the SUB-GRANTEE to electronically submit invoices and supporting documentation at any time during the term of this MOA. SUB-GRANTEE understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

21. Termination for Convenience

- A. *Termination.* MDEQ's Executive Director or designee may, when the interests of the State so require, terminate this MOA in whole or in part, for the convenience of the State. MDEQ's Executive Director or designee shall give written notice of the termination to SUB-GRANTEE specifying the part of the MOA terminated and when termination becomes effective.
- B. *SUB-GRANTEE's Obligations.* SUB-GRANTEE shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination SUB-GRANTEE will stop work to the extent specified. SUB-GRANTEE shall also terminate outstanding orders and subcontracts as they relate to the terminated work. SUB-GRANTEE shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. MDEQ's Executive Director or designee may direct SUB-GRANTEE to assign SUB-GRANTEE's right, title, and interest under terminated orders or subcontracts to the State. SUB-GRANTEE must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

22. Termination for Default

- A. *Default.* If SUB-GRANTEE refuses or fails to perform any of the provisions of this MOA with such diligence as will ensure its completion within the time specified in this MOA or any extension thereof, or otherwise fails to timely satisfy the MOA provisions, or commits any other substantial breach of this MOA, MDEQ's Executive Director or designee may notify SUB-GRANTEE in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by MDEQ's Executive Director or designee, such officer may terminate SUB-GRANTEE's right to proceed with the MOA or such part of the MOA as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, MDEQ's Executive Director or designee may procure similar

supplies or services in a manner and upon terms deemed appropriate by MDEQ's Executive Director or designee. SUB-GRANTEE shall continue performance of the MOA to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- B. *SUB-GRANTEE's Duties.* Notwithstanding termination of the MOA and subject to any directions from the procurement officer, SUB-GRANTEE shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUB-GRANTEE in which the State has an interest.
- C. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the MOA price. The State may withhold from amounts due SUB-GRANTEE such sums as MDEQ's Executive Director or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- D. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, SUB-GRANTEE shall not be in default by reason of any failure in performance of this MOA in accordance with its terms (including any failure by SUB-GRANTEE to make progress in the prosecution of the work hereunder which endangers such performance) if SUB-GRANTEE has notified MDEQ's Executive Director or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, SUB-GRANTEE shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit SUB-GRANTEE to meet the MOA requirements. Upon request of SUB-GRANTEE, MDEQ's Executive Director or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, SUB-GRANTEE's progress and performance would have met the terms of the MOA, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience." (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- E. *Erroneous Termination for Default.* If, after notice of termination of SUB-GRANTEE's right to proceed under the provisions of this clause, it is determined for any reason that the MOA was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the MOA contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

F. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this MOA.

23. Termination Upon Bankruptcy

This MOA may be terminated in whole or in part by MDEQ upon written notice to SUB-GRANTEE, if SUB-GRANTEE should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUB-GRANTEE of an assignment for the benefit of its creditors. In the event of such termination, SUB-GRANTEE shall be entitled to recover just and equitable compensation for satisfactory work performed under this MOA, but in no case shall said compensation exceed the total MOA price.

24. Ownership of Documents and Work Products

SUB-GRANTEE shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project, which is the subject of this MOA. SUB-GRANTEE hereby grants to MDEQ and EPA a non-exclusive license to use and reproduce any such documents, files, reports, work papers and working documentation for any non-commercial purposes including the production of documents to third parties that may submit records requests or information requests. SUB-GRANTEE shall deliver a copy of such documents and work papers to MDEQ upon termination or completion of the MOA.

25. Record Retention and Access to Records

The SUB-GRANTEE shall maintain and make available to MDEQ, any financial records, supporting documents, statistical records and all other records pertinent to the services performed under this MOA. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of MDEQ has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

26. Modification or Amendment

Modification, changes or amendments to this MOA may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this MOA must be in writing and signed by both parties hereto.

27. Waiver

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this MOA.

28. Governing Law

This MOA shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. The SUB-GRANTEE expressly agrees that under no circumstances shall MDEQ be obligated to pay an attorney's fee or the cost of legal action to the SUB-GRANTEE.

29. Severability

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

30. Disputes

Before pleading to any judicial system at any level, the SUB-GRANTEE must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to the SUB-GRANTEE. Pending non-resolution of the complaint at this point, successive administrative remedies will include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Mississippi Code Annotated Section 49-17-35 (Rev. 2012), with appeals from the Commission's decision following procedures as outlined in Miss. Code Ann. Section 49-17-41 (Rev. 2012).

31. Conflict of Interest

The SUB-GRANTEE shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this MOA per the paragraphs entitled Termination for Convenience, Termination for Default or Termination Upon Bankruptcy.

32. Insurance

The SUB-GRANTEE represents that it will maintain Worker's Compensation Insurance as prescribed by law which shall inure to the benefit of the SUB-GRANTEE'S personnel, as well as comprehensive General Liability in an amount no less than \$500,000.00 combined single limit and Employee Fidelity Bond Insurance. The SUB-GRANTEE shall comply with applicable federal, state and local laws and regulations.

33. Indemnification

The SUB-GRANTEE agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUB-GRANTEE'S tort liability, as an entity of the State of Mississippi, is determined

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

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32. Insurance

SUB-GRANTEE is self-insured for liability under the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1, *et seq.* However, should SUB-GRANTEE procure or maintain insurance against liability for injury to persons or property, it should have MDEQ named as an additional insured on all such policies for any work performed by SUB-GRANTEE pursuant to this MOA and provide MDEQ with appropriate Certificates of Insurance and endorsements reflecting such additions within thirty (30) days after this MOA is fully executed.

33. Indemnification

The SUB-GRANTEE agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUB-GRANTEE'S tort liability, as an entity of the State of Mississippi, is determined

and controlled in accordance with Mississippi Code Annotated §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this MOA shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

34. Subcontracts

SUB-GRANTEE must notify MDEQ in writing and submit a Request to Contract form, provided by MDEQ, prior to contracting any portion of the Work under this MOA. MDEQ, in its sole discretion, shall have the right to reject the letting of any such contract. Should MDEQ determine that any proposed contractor of SUB-GRANTEE under this MOA has a conflict of interest with respect to MDEQ, SUB-GRANTEE or the Project; MDEQ shall have the right to reject the letting of any such contract. If any potential conflict of interest exists, the Parties will resolve it according to the applicable procurement laws and regulations. MDEQ's failure to reject the letting of any contract under this MOA shall not be deemed in any way to provide for the incurrence of any obligation of MDEQ in addition to the Funds. If SUB-GRANTEE issues any contract in coordination with this MOA, then SUB-GRANTEE will be deemed to have represented and certified to MDEQ at each such time, in connection with such contract, as follows:

- A. in making such contract, SUB-GRANTEE has complied with all applicable State and Federal laws, regulations, rules, orders, and other governmental mandates, including, without limitation, those pertaining to procurement, acquisition, and other contracting actions by SUB-GRANTEE;
- B. in making such contract, SUB-GRANTEE has complied with its internal policies and procedures applicable to procurement, acquisition, or contracting actions;
- C. each contractor is qualified to perform the applicable Work and is authorized to do business in the State of Mississippi;
- D. each contractor is required under its agreement with SUB-GRANTEE to perform the applicable Work within budgeted costs identified for such Work;
- E. each contractor has agreed to conduct its activities related to the Work in compliance with all terms and conditions of this MOA, all applicable State and Federal laws, regulations, rules, orders, and other governmental mandates;
- F. each contractor has agreed to obtain and maintain all appropriate bonds and insurance against liability for injury to persons or property from any and all activities undertaken by such contractor related to the Work in accordance with Mississippi laws, including, without limitation Miss. Code Ann. § 31-5-51; and
- G. no contractor has any conflict of interest with respect to MDEQ, SUB-GRANTEE or the Project.

SUB-GRANTEE shall be responsible for accountability of funds, compliance with Project specifications, and Project management, and any work performed by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this MOA

to have any contractual obligation to, or relationship with, any of SUB-GRANTEE'S contractors, and the Parties agree and acknowledge that, as between MDEQ and SUB-GRANTEE, all Work shall be deemed to be the responsibility of, and performed by, SUB-GRANTEE. No contractor or other recipient of funds from MDEQ under this MOA shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this MOA. Parties with whom contracts or sub-agreements are entered into shall be referred to herein as "Contracted Party" or "Contracted Parties".

35. Third Party Action Notification

The SUB-GRANTEE shall give MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the SUB-GRANTEE by any entity that may result in litigation related in any way to this MOA.

36. No Third Party Beneficiaries

This MOA is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this MOA.

37. Authority to Contract

The SUB-GRANTEE certifies that (a) it is a Mississippi state agency; (b) entry into and performance under this MOA is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this MOA to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this MOA

OR

The SUB-GRANTEE certifies (a) that it is a validly organized business with valid authority to enter into this MOA; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this MOA is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this MOA to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this MOA.

38. Confidential Information

The SUB-GRANTEE shall treat all MDEQ data and information to which it has access by its performance under this MOA as confidential to the extent that confidential treatment of same is required under federal and/or state law and shall not disclose such data or information to a third party without specific written consent of MDEQ. In the event that the SUB-GRANTEE receives notice that a third party request divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected

43. Force Majeure

Each Party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such Party and/or its contractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, SUB-GRANTEE shall notify MDEQ immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless MDEQ determines it to be in its best interest to terminate the MOA.

44. No Limitation of Liability

Nothing in this MOA shall be interpreted as excluding or limiting any tort liability of SUB-GRANTEE for harm caused by the intentional or reckless conduct of SUB-GRANTEE or for damages incurred through the negligent performance of duties by SUB-GRANTEE or the delivery of products that are defective due to negligent construction.

45. Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this MOA. All modifications to the MOA must be made in writing by the MDEQ and agreed to by SUB-GRANTEE.

46. Anti-Assignment/Subcontracting

SUB-GRANTEE acknowledges that it was selected by MDEQ to perform the services required hereunder based, in part, upon SUB-GRANTEE’S special skills and expertise. Unless contractors are otherwise identified and approved in accordance with Contracts provision of this MOA, SUB-GRANTEE shall not assign, contract, or otherwise transfer this MOA, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in addition to the Maximum Amount agreed upon in this MOA. Contracts shall be subject to the terms and conditions of this MOA and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this MOA shall be binding upon the respective successors and assigns of the parties.

47. Public Communications and Logo Usage

SUB-GRANTEE shall not make any public announcements, communicate with any news media, or provide materials to the public related to this MOA without first obtaining the written consent of MDEQ. This includes any materials prepared for presentations or

materials prepared for distribution to the public. The Parties shall cooperate as to the timing and contents of any such announcement prior to any such communications to the public.

Additionally, SUB-GRANTEE agrees to include a reference to the Mississippi Department of Environmental Quality, the U.S. Fish and Wildlife Service and the Mississippi Aquatic Invasive Species Council in any and all press releases, publications, annual reports, video credits, dedications, and other public communications regarding this Agreement or any of the deliverables associated with the Project, the Work, and/or this Agreement. Any publications or signage produced with funds from this Agreement, or informing the public about the activities funded in whole or in part by this Agreement, must clearly display the MDEQ logo, to be provided by MDEQ.

The SUB-GRANTEE is authorized to use the MDEQ logo only for the above-mentioned purposes. The SUB-GRANTEE may not alter the MDEQ logo in any way, except for its size.

48. Debarment and Suspension

SUB-GRANTEE certifies to the best of its knowledge and belief, that it:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. Has not, within a three-year period preceding this MOA, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;
- C. Has not, within a three-year period preceding this MOA, been convicted of or had a civil judgment rendered against it for a 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;
- D. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
- E. Has not, within a three-year period preceding this MOA, had one or more public transactions (federal, state, or local) terminated for cause or default.

49. Public Records

Notwithstanding any provision to the contrary contained herein, all Parties recognize that MDEQ is a public agency of the State of Mississippi and is subject to the Mississippi

Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDEQ pursuant to this MOA and designated by the SUB-RECIPIENT in writing as trade secrets or other proprietary confidential information, MDEQ shall follow provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1 before disclosing such information. MDEQ shall not be liable to SUB-GRANTEE for disclosure of information required by court order or required by law.

50. Right to Audit

SUB-GRANTEE shall maintain such financial records and other records as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUB-RECIPIENT shall retain these records for a period of ten years after final payment. These records shall be made available during the term of the MOA and the subsequent ten-year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General and U.S. Treasury.

51. Right to Inspect Work; Access

MDEQ and its representatives, invitees, and consultants shall, upon reasonable prior notice to SUB-GRANTEE, have access to inspect all Work hereunder, provided that any inspection of the Work shall be conducted at a reasonable time and in a manner that does not delay or disrupt the Work. Notwithstanding any review or inspection by MDEQ and its representatives, invitees, and consultants, SUB-GRANTEE shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this MOA solely by virtue of such inspection or review of the Work. SUB-GRANTEE shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUB-GRANTEE'S performance of the Work.

52. Unsatisfactory Work

If, at any time during Period of Performance, the service performed or work done by SUB-GRANTEE is considered by MDEQ to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, SUB-GRANTEE shall, on being notified by MDEQ, immediately correct such deficient service or work. In the event SUB-GRANTEE fails, after notice, to correct the deficient service or work immediately, MDEQ shall have the right to order the correction of the deficiency by separate agreement or with its own resources.

53. Compliance With Miss. Code Ann. § 31-5-37

If applicable, SUB-GRANTEE shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this MOA comply with the requirements of Miss. Code Ann. § 31-5-37. SUB-GRANTEE shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this MOA to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this

MOA, SUB-GRANTEE shall require the Contracted Party to submit to both SUB-GRANTEE and the Mississippi Department of Employment Security (“MDES”) an employment plan, which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracting Party and any contractors shall not hire any personnel to fill vacant positions for the Project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUB-GRANTEE shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

54. Successors and Assigns

This MOA shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

55. Evaluations

SUB-GRANTEE agrees to cooperate with MDEQ by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and this MOA for a period of six (6) years after the date on which the Final Reports are provided.

56. Venue

Venue for the resolution of any dispute, according to Disputes Clause of this MOA, and any subsequent litigation shall be in Jackson, Hinds County, Mississippi.

57. Entire Agreement

This MOA, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This MOA may be altered, amended, or modified only by a written document executed by MDEQ and the SUB-RECIPIENT. SUB-GRANTEE acknowledges that it has thoroughly read this MOA and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

58. Additional Information

The Parties are aware that there are state law limitations on the authority of the SUB-GRANTEE (a state agency) to enter into certain terms and conditions of the MOA, including, not limited to, those terms and conditions relating to liens on the SUB-GRANTEE’S property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights,

remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), terms and conditions of the Federal Award included in Attachment "B" in the MOA and any attachments hereto, related to the Limitations, will not be binding on the SUB-GRANTEE except to the extent authorized by the laws and constitution of the State of Mississippi."

59. Counterparts

This contract may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed to be one and the same agreement. A signed copy of this MOA delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this MOA.

For the faithful performance of the terms of this MOA, the parties hereto have caused this MOA to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Gary C. Rikard
Executive Director

Date

MADISON COUNTY BOARD OF SUPERVISORS

David Bishop
President

Date

ATTACHMENT A

MS ORTHO 2018 Aerial Photography Update Initiative 2017-2018 Interlocal Agreement

State of Mississippi

County of Adams
County of Coahoma
County of Copiah
County of Lamar
County of Lawrence
County of Lincoln
County of Madison
County of Pike
County of Prentiss
County of Rankin
County of Quitman

Interlocal Cooperation Agreement

This agreement is made among the Board of Supervisors, of the respective counties as set forth hereinafter, pursuant to the Interlocal Cooperation Act of 1974, Section 17-13-3 et seq., Mississippi Code of 1972, as amended.

As the purpose of this Interlocal Agreement is to collectively seek and procure services to conduct Aerial Photography and Survey of the eleven (11) named counties as directed under section 27-35-101 Mississippi Code 1972 as required for compliance with section 27-35-113 Mississippi Code 1972 at a substantially reduced cost to the Tax Payers.

I. Title

This joint agreement between the aforementioned cooperative counties shall be known as MS ORTHO 2018.

II. Statutory Authority.

Counties are individually authorized to engage in Aerial Photography and Survey as allowed under section 27-35-101 Miss. Code 1972. Section 17-13-3 Miss. Code 1972, allows the cooperative activity under section 27-35-113 Miss. Code 1972.

III. Duration

This agreement shall continue in force and effective from date of its approval until all work is complete and accepted by all parties but no longer than the current term of any Board of Supervisors which is a party hereto.

IV. Purpose

The purpose of this agreement is to allow the participating counties to collectively bid for and receive services that are like in kind and required by statute that would otherwise be more costly or prohibitive to contract for separately. Ultimately, the expressed purpose is to acquire Aerial Photography for Assessment purposes at a substantially reduced cost to the Tax Payer. By acting in concert there is reason to believe the group will benefit from other Government bodies wanting access to the completed project.

V. Administration

For the ease of administration, Blake Wallace, Executive Director of the Hinds County Economic Development Authority will co-ordinate bid processes and act as single point of contact for all Counties and potential vendors. Each County shall be responsible for approving its portion of any bids received and will be responsible for cost associated with the Initiative incurred for their county only. In the case that any other Government Bodies provide assistance funding for project completion it will be up to that entity to describe the nature and distribution of funding.

VI. Financing

It will be the responsibility of each County to arrange for contract and financing with the agreed upon vendor based on contract bid acceptance.

VI. Termination

This agreement may be terminated as to any county at any time with the adoption of an Order by the county. In such an event the Agreement will have no further effect on that county from the effective date of the Order. The terminating county will resolve any contractual issues with the vendor independently. Dependent on the timing of termination other counties may have to re-bid or negotiate with the vendor(s).

VII. Bid for Services

There will be a final agreed upon bid for basic services. Said bid will be the basis for fees paid by participating counties. Base service will be but not limited to, Rectified

Orthographic Photography to agreed specifications. Each county will individually contract for additional services as required by their jurisdiction.

VIII. Contracting

Each County will ultimately be responsible for the final contract and payment agreements with the approved vendor. This agreement does not bind any county for any other counties' obligations or debts.

IX. Additional Jurisdiction

Should any other county or other government body wish to join this agreement they may do so in writing, agreeing to all terms and conditions prior to the completion of the project.

Calvin Butler

Calvin Butler, Vice President
Adams County Board of Supervisors
314 State St., Natchez, MS 39120

Date: 9-1-17

ATTEST:

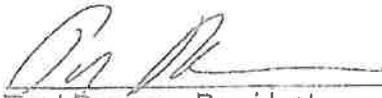
Brandi Lewis

Brandi Lewis
Chancery Clerk

PBD



Date: 9-1-17



Paul Pearson, President
Coahoma County Board of Supervisors
PO Box 579, Clarksdale, MS 38614

Date: 8-16-17

ATTEST:




Carolyn Parham
Chancery Clerk

Date: 8-16-17

Terry Channell

Terry Channell, President
Copiah County Board of Supervisors
P O Box 551, Hazlehurst, MS 39083

Date: 8/21/17

ATTEST:



Steve Amos by Ronnie Baber, D.C.
Steve Amos
Chancery Clerk

Date: 8/21/17

Joe Bourids
Joe Bourids, President
Lamar County Board of Supervisors
PO Box 1240, Purvis, MS 39476

Date: 8/17/17

ATTEST:



Wayne Smith
Wayne Smith
Chancery Clerk

Date: 8/17/17



Steve Garrett, President
Lawrence County Board of Supervisors
P O Box 1160, Monticello, MS 39654

Date: 8/21/17

ATTEST:



Kevin Rayborn
Chancery Clerk



Date: 8/21/17

Bobby J. Watts

Bobby Watts, President
Lincoln County Board of Supervisors
301 S. First St, Brookhaven, MS 39601

Date: 8-21-17



Tillimon Bishop

Tillimon Bishop
Chancery Clerk

Date: 8-21-17


David Bishop ~~Trey Baxter~~, President
Madison County Board of Supervisors
125 N West St., Canton, MS 39046

Date: 9/5/17

ATTEST:


Ronny Lott
Chancery Clerk

Date: 9/5/17

Luke Brewer
Luke Brewer, President
Pike County Board of Supervisors
PO Box 431, Magnolia, MS 39652

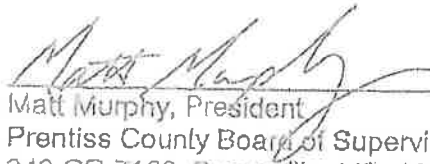
Date: 8-25-17

ATTEST:

Becky Bule
Becky Bule
Chancery Clerk



Date: 8-25-17




Matt Murphy, President
Prentiss County Board of Supervisors
349 CR 7100, Booneville, MS 38829

Date: August 23rd, 2017



ATTEST:



Bubba Pounds
Chancery Clerk

Date: August 23rd, 2017

M. K. Killebrew

Manuel Killebrew, President
Quitman County Board of Supervisors
220 Chestnut st., Suite 3, Marks, MS 38646

Date: 08-21-17

ATTEST:

Butch Scipper

Butch Scipper
Chancery Clerk



Date: 8/21/17

STATE OF MISSISSIPPI
SECRETARY OF STATE'S OFFICE
C. DELBERT HOSEMANN, JR.
SECRETARY OF STATE
JACKSON, MISSISSIPPI

September 8, 2017

Mr. Blake Wallace
Hinds County Economic Development Authority
Post Office Box 245
Jackson, MS 39205

Dear Mr. Wallace,

I, Delbert Hosemann, Secretary of State, do hereby certify the

APPROVAL OF THE INTERLOCAL AGREEMENT BETWEEN THE
COUNTIES OF ADAMS, COAHOMA, COPIAH, LAMAR, LAWRENCE,
LINCOLN, MADISON, PIKE, PRENTISS, RANKIN, AND QUITMAN
TO BE KNOWN AS THE MISSISSIPPI ORTHO 2018 AERIAL
PHOTOGRAPHY UPDATE INITIATIVE 2017-2018 (MS ORTHO 2018)
AND IS FOR THE PURPOSE OF ALLOWING THE PARTICIPATING
COUNTIES TO COLLECTIVELY SEEK BIDS FOR AND ACQUIRE
AERIAL PHOTOGRAPHY SERVICES FOR TAX ASSESSMENT
PURPOSES

was recorded in this office in the Records of Incorporation; the Interlocal
Corporation Act File; and is located in Photostat Book 403.

GIVEN UNDER MY HAND AND THE GREAT SEAL OF THE STATE OF
MISSISSIPPI HERETO AFFIXED, THIS 8TH DAY OF SEPTEMBER, 2017



C. Delbert Hosemann, Jr.
C. Delbert Hosemann, Jr.

STATE OF MISSISSIPPI



JIM HOOD
ATTORNEY GENERAL

OPINIONS
DIVISION

September 7, 2017

The Honorable Calvin Butler, Vice President
Adams County Board of Supervisors
314 State St.
Natchez, Mississippi 39120

Re: Interlocal Agreement Between the Counties of Adams, Coahoma, Copiah, Lamar, Lawrence, Lincoln, Madison, Pike, Prentiss, Rankin, and Quitman to be Known as the Mississippi Ortho 2018 Aerial Photography Update Initiative 2017-2018 (MS Ortho 2018) and is for the Purpose of Allowing the Participating Counties to Collectively Seek Bids for and Acquire Aerial Photography Services for Tax Assessment Purposes

Dear Mr. Butler:

Attorney General Jim Hood received a request to review and approve the above referenced interlocal agreement (the Agreement).

We have examined the Agreement pursuant to the Interlocal Cooperation Act of 1974 and find it to be in proper form and compatible with state law, and it is hereby approved.

Prior to its being in force, the Agreement must be filed with the Chancery Clerk of each of the participating counties and the Secretary of State.

Sincerely,

JIM HOOD, ATTORNEY GENERAL

By:

A handwritten signature in cursive script, appearing to read "Phil Carter".

Phil Carter

Special Assistant Attorney General

STATE OF MISSISSIPPI



JIM HOOD
ATTORNEY GENERAL

OPINIONS
DIVISION

September 7, 2017

The Honorable Paul Pearson, President
Coahoma County Board of Supervisors
Post Office Box 579
Clarksdale, Mississippi 38614

Re: Interlocal Agreement Between the Counties of Adams, Coahoma, Copiah, Lamar, Lawrence, Lincoln, Madison, Pike, Prentiss, Rankin, and Quitman to be Known as the Mississippi Ortho 2018 Aerial Photography Update Initiative 2017-2018 (MS Ortho 2018) and is for the Purpose of Allowing the Participating Counties to Collectively Seek Bids for and Acquire Aerial Photography Services for Tax Assessment Purposes

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Phil Carter
Special Assistant Attorney General

STATE OF MISSISSIPPI



JIM HOOD
ATTORNEY GENERAL

OPINIONS
DIVISION

September 7, 2017

The Honorable Terry Channell, President
Copiah County Board of Supervisors
Post Office Box 551
Hazelhurst, Mississippi 39083

Re: Interlocal Agreement Between the Counties of Adams, Coahoma, Copiah, Lamar, Lawrence, Lincoln, Madison, Pike, Prentiss, Rankin, and Quitman to be Known as the Mississippi Ortho 2018 Aerial Photography Update Initiative 2017-2018 (MS Ortho 2018) and is for the Purpose of Allowing the Participating Counties to Collectively Seek Bids for and Acquire Aerial Photography Services for Tax Assessment Purposes

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By:

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Phil Carter
Special Assistant Attorney General

STATE OF MISSISSIPPI



JIM HOOD
ATTORNEY GENERAL

OPINIONS
DIVISION

September 7, 2017

The Honorable Joe Bounds, President
Lamar County Board of Supervisors
Post Office Box 1240
Purvis, Mississippi 39475

Re: Interlocal Agreement Between the Counties of Adams, Coahoma, Copiah, Lamar, Lawrence, Lincoln, Madison, Pike, Prentiss, Rankin, and Quitman to be Known as the Mississippi Ortho 2018 Aerial Photography Update Initiative 2017-2018 (MS Ortho 2018) and is for the Purpose of Allowing the Participating Counties to Collectively Seek Bids for and Acquire Aerial Photography Services for Tax Assessment Purposes

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Phil Carter
Special Assistant Attorney General

STATE OF MISSISSIPPI



JIM HOOD
ATTORNEY GENERAL

OPINIONS
DIVISION

September 7, 2017

The Honorable Steve Garrett, President
Lawrence County Board of Supervisors
Post Office Box 1160
Monticello, Mississippi 39654

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Phil Carter
Special Assistant Attorney General

STATE OF MISSISSIPPI



JIM HOOD
ATTORNEY GENERAL

OPINIONS
DIVISION

September 7, 2017

The Honorable Bobby Watts, President
Lincoln County Board of Supervisors
301 S. First Street
Brookhaven, Mississippi 39601

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STATE OF MISSISSIPPI



JIM HOOD
ATTORNEY GENERAL

OPINIONS
DIVISION

September 7, 2017

The Honorable David Bishop, President
Madison County Board of Supervisors
125 N. West Street
Canton, Mississippi 39046

Re: Interlocal Agreement Between the Counties of Adams, Coahoma, Copiah, Lamar, Lawrence, Lincoln, Madison, Pike, Prentiss, Rankin, and Quitman to be Known as the Mississippi Ortho 2018 Aerial Photography Update Initiative 2017-2018 (MS Ortho 2018) and is for the Purpose of Allowing the Participating Counties to Collectively Seek Bids for and Acquire Aerial Photography Services for Tax Assessment Purposes

Dear Mr. Bishop:

Attorney General Jim Hood received a request to review and approve the above referenced interlocal agreement (the Agreement).

We have examined the Agreement pursuant to the Interlocal Cooperation Act of 1974 and find it to be in proper form and compatible with state law, and it is hereby approved.

Prior to its being in force, the Agreement must be filed with the Chancery Clerk of each of the participating counties and the Secretary of State.

Sincerely,

JIM HOOD, ATTORNEY GENERAL

By:

A handwritten signature in cursive script, appearing to read "Phil Carter".

Phil Carter
Special Assistant Attorney General

STATE OF MISSISSIPPI



JIM HOOD
ATTORNEY GENERAL

OPINIONS
DIVISION

September 7, 2017

The Honorable Luke Brewer, President
Pike County Board of Supervisors
Post Office Box 431
Magnolia, Mississippi 39652

Re: Interlocal Agreement Between the Counties of Adams, Coahoma, Copiah, Lamar, Lawrence, Lincoln, Madison, Pike, Prentiss, Rankin, and Quitman to be Known as the Mississippi Ortho 2018 Aerial Photography Update Initiative 2017-2018 (MS Ortho 2018) and is for the Purpose of Allowing the Participating Counties to Collectively Seek Bids for and Acquire Aerial Photography Services for Tax Assessment Purposes

Dear Mr. Brewer:

Attorney General Jim Hood received a request to review and approve the above referenced interlocal agreement (the Agreement).

We have examined the Agreement pursuant to the Interlocal Cooperation Act of 1974 and find it to be in proper form and compatible with state law, and it is hereby approved.

Prior to its being in force, the Agreement must be filed with the Chancery Clerk of each of the participating counties and the Secretary of State.

Sincerely,

JIM HOOD, ATTORNEY GENERAL

By:

A handwritten signature in black ink, appearing to read "Phil Carter".

Phil Carter
Special Assistant Attorney General

STATE OF MISSISSIPPI



JIM HOOD
ATTORNEY GENERAL

OPINIONS
DIVISION

September 7, 2017

The Honorable Matt Murphy, President
Prentiss County Board of Supervisors
349 CR 7100
Booneville, Mississippi 38829

Re: Interlocal Agreement Between the Counties of Adams, Coahoma, Copiah, Lamar, Lawrence, Lincoln, Madison, Pike, Prentiss, Rankin, and Quitman to be Known as the Mississippi Ortho 2018 Aerial Photography Update Initiative 2017-2018 (MS Ortho 2018) and is for the Purpose of Allowing the Participating Counties to Collectively Seek Bids for and Acquire Aerial Photography Services for Tax Assessment Purposes

Dear Mr. Murphy:

Attorney General Jim Hood received a request to review and approve the above referenced interlocal agreement (the Agreement).

We have examined the Agreement pursuant to the Interlocal Cooperation Act of 1974 and find it to be in proper form and compatible with state law, and it is hereby approved.

Prior to its being in force, the Agreement must be filed with the Chancery Clerk of each of the participating counties and the Secretary of State.

Sincerely,

JIM HOOD, ATTORNEY GENERAL

By:

A handwritten signature in cursive script, appearing to read "Phil Carter".

Phil Carter
Special Assistant Attorney General

STATE OF MISSISSIPPI



JIM HOOD
ATTORNEY GENERAL

OPINIONS
DIVISION

September 7, 2017

The Honorable Manuel Killebrew, President
Quitman County Board of Supervisors
220 Chestnut Street, Suite 3
Marks, Mississippi 38646

Re: Interlocal Agreement Between the Counties of Adams, Coahoma, Copiah, Lamar, Lawrence, Lincoln, Madison, Pike, Prentiss, Rankin, and Quitman to be Known as the Mississippi Ortho 2018 Aerial Photography Update Initiative 2017-2018 (MS Ortho 2018) and is for the Purpose of Allowing the Participating Counties to Collectively Seek Bids for and Acquire Aerial Photography Services for Tax Assessment Purposes

Dear Mr. Killebrew:

Attorney General Jim Hood received a request to review and approve the above referenced interlocal agreement (the Agreement).

We have examined the Agreement pursuant to the Interlocal Cooperation Act of 1974 and find it to be in proper form and compatible with state law, and it is hereby approved.

Prior to its being in force, the Agreement must be filed with the Chancery Clerk of each of the participating counties and the Secretary of State.

Sincerely,

JIM HOOD, ATTORNEY GENERAL

By:

A handwritten signature in black ink, appearing to read "Phil Carter".

Phil Carter
Special Assistant Attorney General

ATTACHMENT B

U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093
7/2012

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number 68-4423-18-007		2. Amendment No.	3. Award/Project Period Date of final signature - December 31, 2018		4. Type of Award Instrument Contribution
5. Agency: Natural Resources Conservation Service (NRCS) (Name and Address) NRCS State Office 100 W. Capitol Street Suite 1321 Jackson, MS 39269			6. Recipient Organization: (Name and Address) <i>Mississippi Dept. of Environmental Quality</i> <i>515 E. Amite Street</i> <i>Jackson, MS 39201</i>		
		DUNS: 809399876		EIN: 64-0629297	
7. NRCS Program Contact: James Curtis (601) 965-5205, ext. 160 james.curtis@ms.usda.gov		8. NRCS Administrative Contact: George Darin Wilson (817)509-3503 george.wilson@wdc.usda.gov		9. Recipient Program Contact: Stephen Champlin (601) 961-5506 schamplin@mdeq.ms.gov	
10. Recipient Administrative Contact: Stephen Champlin (601) 961-5506 schamplin@mdeq.ms.gov		11. CFDA Number 10.912		12. Authority 16 U.S.C. 3839aa - 3839aa-8 16 U.S.C. 3841 7 CFR 1466	
13. Type of Action New Agreement		14. Project Director Stephen Champlin			
15. Project Title/Description: Coordinated Ortho Imagery Project					
16. Entity Type: <input type="checkbox"/> Profit <input type="checkbox"/> Nonprofit <input type="checkbox"/> Higher Education <input type="checkbox"/> Federal <input checked="" type="checkbox"/> State/Local <input type="checkbox"/> Indian/Native American <input type="checkbox"/> Other					
17. Select Funding Type:			18. Accounting and Appropriation Data		
		<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal		
Original Funds Total:	\$ 80,000.00	\$ 231,269.00	Financial Code	Amount	Fiscal Yr Treasury Symbol
Additional Funds Total:			NR.SI.EQIP.28.0000.17XXT	\$ 80,000.00	2018 12X1004
Grand Total:	\$ 80,000.00	\$ 231,269.00			
19. APPROVED BUDGET					
Personnel	\$	Fringe Benefits	\$		
Travel	\$	Equipment	\$		
Supplies	\$	Contractual	\$		
Construction	\$	Other	\$ 80,000.00		
Total Direct Cost\	\$ 80,000.00	Total Indirect Cost	\$		
		Total Non-Federal Funds	\$ 231,269.00		
		Total Federal Funds Awarded	\$ 80,000.00		
		Total Approved Budget	\$ 311,269.00		
This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the avardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.					

U.S. Department of Agriculture
 Natural Resources Conservation Service

NRCS-ADS-093
 7/2012

(Continuation)

NOTICE OF GRANT AND AGREEMENT AWARD			
Award Identifying Number	Amendment No.	Award/Project Period	Type of Award Instrument
68-4423-18-007		Date of final signature - December 31, 2018	Contribution

Name and Title of Authorized Government Representative Kurt Readus State Conservationist	Signature MICHAEL CARR	Digitally signed by MICHAEL CARR Date: 2018.03.15 10:08:51 -05'00'	Date
Name and Title of Authorized Recipient Representative Terri Torrence, Chief Administrative Officer Mississippi Dept. of Environmental Quality	Signature 		Date 

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Check box if this is a resubmission of a 2017 request

68-4423-17-135

For resubmission of 2017 agreements, please provide the 2017 agreement number assigned by GASB

FUNDING AVAILABILITY & VERIFICATION

To be completed by Originator of Request

Participants: NRCS and Mississippi Department of Environmental Quality

Funding Amount Requested: \$80,000

Agreement Type: (Select one) New Amendment State: Mississippi

Agreement Number (If available): 68-4423-17-135 68-4423-18-007

Agreement Period of Performance: date of final signature to 12/31/18

Project Description: Coordinated Ortho Imagery Project

Duns and Bradstreet Number (DUNS): 809399876

Catalog of Federal Domestic Assistance Number (CFDA): 10.912

Requestor Faith Tillman FAITH TILLMAN Digitally signed by FAITH TILLMAN Date: 2017.10.16 15:41:39 -05'00' 10/16/17
Print Sign Date

To be completed by Financial Management

Work Breakdown Structures (WBS): NR.SI.EQIP.28.0000.17XXT

Funding Amount Approved: \$80,000 To be provided based on approved carryover process.

Fund Type: (Select one) Single Year Multi Year No Year

Funding Expiration Date _____ Vendor Information Needed: Yes No

Budget Object Class Code (BOC): 2550


Treasury Symbol: 12X1004

Denied Funding Comments: _____

Financial Analyst Shirley H. Cole SHIRLEY COLE Digitally signed by SHIRLEY COLE Date: 2017.10.26 20:13:06 -05'00' _____
Print Sign Date

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify): _____
* 3. Date Received: 08/16/2017	4. Applicant Identifier: _____	
5a. Federal Entity Identifier: _____	5b. Federal Award Identifier: _____	
State Use Only:		
6. Date Received by State: _____	7. State Application Identifier: _____	
8. APPLICANT INFORMATION:		
* a. Legal Name: Mississippi Department of Environmental Quality		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 64-0629297	* c. Organizational DUNS 8093998760000	
d. Address:		
* Street1: 515 E. Amite Street	Street2: _____	
* City: Jackson	County/Parish: _____	
* State: MS: Mississippi	Province: _____	
* Country: USA: UNITED STATES	* Zip / Postal Code: 39201-0000	
e. Organizational Unit:		
Department Name: _____	Division Name: _____	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: _____	* First Name: Stephen	
Middle Name: _____	* Last Name: Champlin	
Suffix: _____	Title: _____	
Organizational Affiliation: _____		
* Telephone Number: (503) 961-5506	* Fax Number: _____	
* Email: schamplin@medeg.ms.gov	_____	

Application for Federal Assistance SF-424		
* 9. Type of Applicant 1: Select Applicant Type:		
<input type="text" value="A: State Government"/>		
Type of Applicant 2 Select Applicant Type:		
<input type="text"/>		
Type of Applicant 3 Select Applicant Type:		
<input type="text"/>		
* Other (specify)		
<input type="text"/>		
* 10. Name of Federal Agency:		
<input type="text" value="Natural Resources Conservation Service"/>		
11. Catalog of Federal Domestic Assistance Number:		
<input type="text" value="10.912"/>		
CFDA Title:		
<input type="text" value="Environmental Quality Incentives Program"/>		
* 12. Funding Opportunity Number:		
<input type="text" value="N/A"/>		
* Title		
<input type="text" value="N/A"/>		
13. Competition Identification Number:		
<input type="text"/>		
Title:		
<input type="text"/>		
14. Areas Affected by Project (Cities, Counties, States, etc.):		
<input type="text"/>	<input type="button" value="Add Attachment"/>	<input type="button" value="Delete Attachment"/>
<input type="button" value="View Attachment"/>		
* 15. Descriptive Title of Applicant's Project:		
<input type="text" value="Mississippi 2017-2018 Coordinated Ortho Imagery Project"/>		
Attach supporting documents as specified in agency instructions.		
<input type="button" value="Add Attachments"/>	<input type="button" value="Delete Attachments"/>	<input type="button" value="View Attachments"/>

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant <input type="text" value="3"/>	* b. Program/Project <input type="text" value="SW"/>
Attach an additional list of Program/Project Congressional Districts if needed	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
17. Proposed Project:	
* a. Start Date <input type="text" value="DOFS"/>	* b. End Date: <input type="text" value="12/31/2018"/>
18. Estimated Funding (\$):	
* a. Federal	<input type="text" value="80,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="231,269.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="311,269.00"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/>	
<input checked="" type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review	
<input type="checkbox"/> c. Program is not covered by E.O. 12372	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
21. *By signing this application, I certify (1) to the statements contained in the [let of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 28, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions	
Authorized Representative:	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Gary"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Richard"/>	
Suffix: <input type="text"/>	
* Title: <input type="text" value="Executive Director"/>	
* Telephone Number: <input type="text" value="(601) 961-5000"/>	Fax Number: <input type="text"/>
* Email: <input type="text" value="g.richard@ndcg.ms.gov"/>	
* Signature of Authorized Representative: 	* Date Signed: <input type="text" value="2/28/18"/>



SUBJECT: ADS– Designation of Program/Technical Contact

DATE: 10/27/17

TO: James Curtis

FILE: 120-12

Assistant State Soil Scientist

You are hereby appointed the program/technical contact for agreement 68-4423-18-007

with Mississippi Department of Environmental Quality

As a designated representative acting on behalf of the Government during the grant performance period, the program/technical contact is in a position of great responsibility and importance. Directly interfacing with the grantee, you are responsible for keeping the grants management specialist fully informed on progress and must monitor, inspect, and accept work performed under this agreement. As the program/technical contact, you are required to perform the following functions:

1. Maintaining an arm's length relationship with the grantee in the interest of financial assistance integrity as well as sound financial assistance management.
2. Keeping the specialist fully informed of any technical or financial assistance difficulties encountered during performance of the grant.
3. Assuring the specialist that the recipient is performing the technical requirements of the agreement in accordance with the terms and conditions of the grant.
4. Informing the recipient of failures to comply with the technical requirements of the grant and informing the specialist of any failures to do so.
5. Coordinating site entry for recipient personnel, if applicable.
6. Ensuring that Government-furnished property, if applicable, is available when required and reporting any accountable property to the appropriate personnel.
7. Ensuring that all required items, documentation, data, and reports are submitted as required by the grant.
8. Reviewing invoices for advances or cost-reimbursement type work. Recommending approval by the specialist if the recipient's costs are consistent with the grantee's proposal or negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure.
9. Reviewing invoices for completeness and accuracy, ensuring that hours billed are identified on the invoices and are in accordance with the grant terms.
10. Documenting actions taken and decisions made as the program/technical contact and maintaining adequate records to sufficiently describe the performance of duties as program/technical contact during the life of this agreement. As a minimum, the program/technical contact file should contain copies of the following:
 - a. Program/technical contact appointment memorandum and acknowledgement
 - b. The grant and any modifications
 - c. All grant correspondence (formal and informal)

Agreement Number: 68-4423-18-007

- d. All discussions (formal and informal) between program/technical contact and recipient
 - e. Invoices
 - f. Closeout
11. Final inspection and acceptance of all work required under the recipient, including the review and approval of reports and assisting the specialist with grant closeout activities.
 12. Any required reports on recipient performance.
 13. Notify the Grants Specialist or Office of Ethics (Ethics-NRE@oe.usda.gov) immediately if you have any relationship with the Grantee.

THIS APPOINTMENT AS PROGRAM/TECHNICAL CONTACT DOES NOT GIVE YOU THE AUTHORITY TO—

1. Award, agree to, or sign any grant. Only the specialist may make grant agreements, commitments, or amendments.
2. Make any commitments or otherwise obligate the Government to make any changes to the grant.
3. Grant deviations from or waive any terms and conditions of the grant.
4. Impose or place a demand upon the recipient to perform any task or permit any substitution not specifically provided for in the grant.
5. Increase the dollar limit of the grant, authorize work beyond the dollar limit of the grant, or authorize the expenditure of funds.
6. Change the period of award for the grant.
7. Approve travel expenses over and above that provided for in the grant.

Please sign the acknowledgement of this appointment and return the original of this letter to me. Retain the duplicate of this letter for your records.

KURT READUS Digitally signed by KURT
 READUS
 Date: 2017.10.27 14:48:13 -05'00'

Signatory Official

Date

PROGRAM/TECHNICAL CONTACT APPOINTMENT ACKNOWLEDGED:

JAMES CURTIS Digitally signed by JAMES
 CURTIS
 Date: 2017.10.30 08:35:01 -05'00'

Program Manager/Technical Contact

Date

PART 1

STATEMENT OF WORK

STATEMENT OF WORK FOR THE
CONTRIBUTION AGREEMENT
BETWEEN THE
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
AND THE
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

I. AUTHORITY

- II. This agreement is entered into in accordance with the Federal Grant and Cooperative Agreement Act of 1977 (31 U.S.C. 6301-6308, P.L. 95-224), as amended, along with the following NRCS program authority: Environmental Quality Incentives Program (EQIP): Subtitle D of Title III (331-336) of the Federal Agriculture Improvement and Reform Act of 1996 (P.L. 104-127) as 1240-12401 of the Food Security Act of 1985 (P.L. 99-198), as amended. Amended by 2201-2206 of the Agricultural Act of 2014 (P.L. 113-79), 16 U.S.C. 3839aa-3839aa9. (CFDA 10.912).

III. PURPOSE

The purpose of this agreement is the coordination and collection of 1 foot and six-inch digital ortho leaf-off color imagery on a county basis with an estimated 10 counties in Mississippi participating. This coordination is between the MS Department of Transportation (MDOT), MS Department of Environmental Quality (MDEQ), Hinds County Economic Development Authority, participating counties in Mississippi, and NRCS.

IV. OBJECTIVES

To collect data during leaf-off in January/February 2018 and completed in final map data which must meet ASPRS Class I accuracy standards. The participating counties will include Prentiss, Coahoma, Quitman, Madison, Copiah, Adams, Lincoln, Lawrence, Pike, and Lanar.

V. RESPONSIBILITIES OF THE PARTIES

a. NRCS will:

1. Provide funding not to exceed \$80,000.00 in accordance with the attached budget. NRCS will reimburse Recipient upon receipt of a complete SF-270 and supporting documentation, as agreed upon through coordination between the NRCS technical contact and the Recipient's liaison. Payment requests are to be submitted by Recipient no more frequently than monthly.
2. Designate the following as technical contact to interface with the recipient:
James Curtis
100 W. Capitol Street, Suite 1321
Jackson, MS 39269-1399
(601) 965-5205, ext. 160
james.curtis@ms.dnr.gov

3. Provide technical guidance to the Recipient when requested.
4. Meet quarterly with Recipient to ensure objectives of the agreement are being met.

b. **The Recipient will:**

1. Designate the following as liaison to interface with NRCS on activities associated with this agreement:

Stephen Champlin
MDEQ
515 E. Amite Street
Jackson, MS 39201
(601) 961-5506
schamplin@mdeq.ms.gov

2. Provide the consultant to collect the leaf-off and complete the final map ortho color imagery.

VI. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

1. Work shall be completed by the project selected Consultant in the following summarized Phases:

- A. **Phase I.** The Consultant shall acquire approximate 12 inch pixel digital imagery of the entirety of Coahoma, Copiah, Lawrence, Lincoln, Pike, Prentiss and Quitman Counties with a raw exploitation Ground Sampling Distance (GSD) of slightly less than 12 inches using a Leica ADS100 digital sensor. Four bands (each band at 12 or 16 bit depth) shall be captured as RGB and NIR. Aerial imagery shall be captured to an extent such that all County tax maps have full coverage and imagery capture that enables 1"=200' Orthophoto imagery development at least 800 feet beyond all adjacent County borders, including those that are a part of the MS ORTHO 2018 consortium. The flight plan for this imagery capture is attached as Exhibit B-1. Imagery acquisition must be completed in full prior to objectionable deciduous vegetation leafing in the 2018 flight season, and no later than March 21, 2018. Imagery acquisition shall incorporate Airborne GPS and IMU technologies with a report of results provided as a brief narrative and excel spreadsheet of exposure center and attitude results. No individual flight line shall exceed 50 miles in continuously flown length.
- B. **Phase II.** The Consultant shall acquire approximate 6 inch digital imagery of the entirety of Adams, Lamar, and Madison Counties and of the developed Towns of the 7 listed Counties above with a raw exploitation Ground Sampling Distance (GSD) of slightly less than 6 inches using a Leica ADS100 digital sensor. Four bands (each band at 12 or 16 bit depth) shall be captured as RGB and NIR. Aerial imagery shall be captured to an extent such that all existing 1"=100' town tax maps have full coverage and imagery capture that enables 1"=100' Orthophoto imagery development at least 300 feet beyond all town map borders. The flight plan for this imagery capture is attached as Exhibit B-2. Imagery acquisition must be completed in full prior to objectionable deciduous vegetation leafing in the 2018 flight season, and no later than March 21, 2018. Imagery acquisition shall incorporate Airborne GPS and IMU technologies with a report of results provided as a brief narrative and excel spreadsheet of exposure center and attitude results. No individual flight line shall

exceed 50 miles in continuously flown length.

- C. Phase III. The Consultant shall provide and utilize pre-paneled or photo ID (PID) ground control points as laid out within Section 2.2.4 of the Consultant's proposal.
- D. Phase IV. The Consultant shall perform an aero-triangulation (AT) adjustment of all blocks of digital imagery using the ground control points, ABGPS and IMU data as weighted control with a report of results provided as a brief narrative and excel spreadsheet of coordinates, elevations, residuals and statistics. Selected ground control points shall be used as blind check points with residuals calculated and reported. These check points may then be rolled into the final adjustment as primary control.
- E. Phase V. The Consultant shall develop a Digital Elevation Model (DEM) suitable to scale and precision to produce digital orthophotos at scales of 1"=100' and 1"=200' at ASPRS Class I accuracy from the digital imagery and AT. This DEM may be developed from existing datasets, auto-correlation from the imagery, existing LiDAR data, stereo compilation or a combination of these methods. The final DEM utilized for Orthophoto rectification shall be delivered to the County as an x,y,z ascii file which can be processed for point position within a geodatabase or shapefile.
- F. Phase VI. The Consultant shall produce and deliver a County-wide dataset of 1"=200' digital orthophotos having a 12 inch pixel ground resolution. The 12 or 16 bit per channel four band digital imagery shall be retained through at least the initial raw exploitation image processing and color balance, with 8 bit imagery output at the end of the process for delivery to the County. The orthophoto imagery must be delivered as 5,000' by 5000' tiles with imagery extending at least 800 feet beyond all county borders as described in Phase I, above. The Consultant shall produce and deliver a town map dataset of 1"=100' digital orthophotos having a 6 inch pixel ground resolution. The 12 or 16 bit per channel four band digital imagery shall be retained through at least the initial raw exploitation image processing and color balance with 8 bit imagery output at the end of the process for delivery to the County. The town orthophoto imagery must be delivered as either 2500' by 2500' or 5,000' by 5,000' tiles with imagery extending at least 300 feet beyond all town borders as described in Phase I, above. All final map data must meet ASPRS Class I accuracy standards.

VII. RESOURCES REQUIRED

- a. NRCS will: N/A
- b. The Recipient will: N/A

VIII. MILESTONES

- 1. Consultant will collect 1 foot and six-inch digital ortho leaf-off color imagery during leaf-off in January/February, 2018.
- 2. Final ortho imagery products will be delivered no later than December 2018.

PART II

BUDGET INFORMATION

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1. Collection and Development of County Based Digital Ortho Imaging	10.912	\$	\$	\$ 80,000.00	\$	\$ 80,000.00
2. Monroe and County Collection and Development of Digital Ortho Imaging					231,200.00	231,200.00
3.						
4.						
5. Totals		\$	\$	\$ 80,000.00	\$ 231,200.00	\$ 311,200.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Collection and Development of County Based Digital Archive Inquiry	Spot and County Collection and Development of Digital Archive Inquiry			
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other	80,000.00	231,269.00			311,269.00
i. Total Direct Charges (sum of 6a-6h)	80,000.00	231,269.00			311,269.00
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	\$ 80,000.00	\$ 231,269.00	\$	\$	\$ 311,269.00
7. Program Income	\$	\$	\$	\$	\$

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. 8007 and County Collection and Development of County Based Digital Orbita Imagery	\$	\$	\$ 231,269.00	\$	231,269.00
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$	\$	\$ 231,269.00	\$	231,269.00
SECTION D - FORECASTED CASH NEEDS					
Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
13. Federal	\$	\$	\$	\$	
14. Non-Federal	\$	\$	\$	\$	
15. TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$	
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16.	\$	\$	\$	\$	
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)	\$	\$	\$	\$	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:		22. Indirect Charges:			
23. Remarks:					

Budget Narrative

Estimated total project cost for 1 foot and six-inch digital ortho leaf-off color imagery on a county basis with an estimated 10 participating is approximately \$311,269. In addition to the 10 participating counties, funding partners include the Mississippi Department of Transportation (MDOT) and the Natural Resources Conservation Service (NRCS). The table below shows estimated and proposed partner funding.

Non-Federal [10 Mississippi Counties and Mississippi Department of Transportation (MDOT)]	\$ 231,269
MS Department of Environmental Quality (NRCS Funded)	<u>\$ 80,000</u>
Project estimated total cost	\$ 311,269

PART III

ASSURANCES/CERTIFICATIONS

ASSURANCES - NON-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 (0348-0040), 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 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 cost) 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 award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. 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).
6. Will comply with all Federal statutes relating to nondiscrimination. 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 1685-1688), 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 handicap; (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.
7. 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 or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with 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.

9. 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.
10. Will comply, if applicable, 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.
11. 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).
12. Will comply with the Wild and Scenic Rivers Act of 1966 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. 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.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. 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.
17. 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."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
<i>Traci Turner (for EDE)</i>	Executive Director
APPLICANT ORGANIZATION	DATE SUBMITTED
Mississippi Department of Environmental Quality	10/21/16



United States
ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460

OMB Control No. 2030-0020
Approval expires 06/30/2017

EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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.

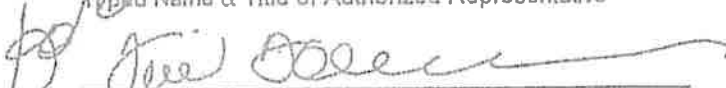
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

Gary C. Rikard, Executive Director

Typed Name & Title of Authorized Representative


Signature and Date of Authorized Representative

The public reporting and recordkeeping burden for this collection of information is estimated to average 15 minutes per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

SAM Search Results List of records matching your search for : Record Status: Active DUNS Number: 809399876 Functional Area: Entity Management, Performance Information		
ENTITY	Enviromental Quality, Mississippi Department Of	Status:Active
DUNS: 809399876	+4:	CAGE Code: 02MJ2 DoDAAC:
Expiration Date: Aug 22, 2018 Has Active Exclusion?: No Debt Subject to Offset?: No		
Address: 515 E Amite St		
City: Jackson		State/Province: MISSISSIPPI
ZIP Code: 39201-2709		Country: UNITED STATES

PART IV

GENERAL TERMS AND CONDITIONS

NATURAL RESOURCES CONSERVATION
SERVICE
U.S. DEPARTMENT OF AGRICULTURE

GENERAL TERMS AND CONDITIONS
GRANTS AND COOPERATIVE AGREEMENTS

I. APPLICABLE REGULATIONS

- a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.
- (1) 2 CFR Part 25, "Universal Identifier and System of Award Management"
 - (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information"
 - (3) 2 CFR Part 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)"
 - (4) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
 - (5) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"
- b. The recipient, and recipients of any subawards under this award, assure and certify that they have and/or will comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.
- (1) 2 CFR Part 175, "Award Term for Trafficking in Persons"
 - (2) 2 CFR Part 417, "Nonprocurement Debarment and Suspension"
 - (3) 2 CFR Part 418, "New Restrictions on Lobbying"
 - (4) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"
- c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.
- (1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards"
 - (2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

II. UNALLOWABLE COSTS

The following costs are not allowed:

- a. Costs above the amount authorized for the project
- b. Costs incurred after the expiration of the award including any no-cost extensions of time
- c. Costs that lie outside the scope of the approved project and any amendments thereto
- d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the NRCS administrative contact identified in the award.

III. CONFIDENTIALITY

- a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
- b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
- c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.
- d. The recipient agrees to comply with the "**Prohibition Against Certain Internal Confidentiality Agreements:**"
 1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 4. If NRCS determines that you are not in compliance with this award provision, NRCS:
 - a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;
 - b. May pursue other remedies available for your material failure to comply with award terms and conditions.

IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

- a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following:
 1. Grant or agreement number
 2. Narrative explaining the requested modification to the project purpose or deliverables
 3. A description of the revised purpose or deliverables
 4. Signatures of the authorized representative, project director, or both

- b. Subaward/contractual Arrangement.—The recipient must submit a justification for the proposed subaward/contractual arrangements, a statement of work to be performed, and a detailed budget for the subaward/contract to the NRCS administrative contact. Subaward/contractual arrangements disclosed in the application do not require additional postaward approval.

- c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—
 1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.

 2. Severs his or her affiliation with the grantee, the grantee's options include—
 - i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project.
 - ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director.
 - iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.

 3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:
 - i. The forms and certifications included in the application package
 - ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those

- outlined in the approved proposal)
- iii. An updated qualifications statement for the project director showing his or her new organizational affiliation
 - iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

Note: The transfer of an award from one organization to another can take up to 90 calendar days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

- d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.
- e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 calendar days before the expiration date of the award. The request must contain the following:
 - The length of additional time required to complete the project and a justification for the extension
 - A summary of progress to date
 - An estimate of funds expected to remain unobligated on the scheduled expiration date
 - A projected timetable to complete the portions of the project for which the extension is being requested
 - Signature of the grantee and the project director
 - A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Requests for no-cost extensions received after the expiration of the award will not be granted.

V. PAYMENTS

- a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270 with supporting documentation. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the email address identified in block 8 of the Notice of Grant/Agreement Award.
- b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.
- c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205.
- d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.
- e. Accounting records for all costs incurred under this award must be supported by source

documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. ACCRUALS

- a. Recipients must submit an accrual estimate to the NRCS Program/Technical no later than 15 calendar days prior to the end of the quarter (submit by March 15, June 15, September 15 and December 15th).
- b. An accrual represents the value of goods or services provided to NRCS for which you have not requested payment. The quality and completeness of NRCS audited financial statements depends on your continuing cooperation and timely information.
- c. At a minimum, the signed accrual statement should include, "Under agreement number _____, at the close of the quarter ending _____, we have provided or anticipate providing goods or services that we have not requested payment for in the amount of \$_____." Include the name and title of the person preparing the accrual estimate.

VII. FINANCIAL REPORTING

- a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule:

<u>Quarterly Schedule</u>	<u>Report Due Date</u>
October 1 to December 31	January 31
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

- b. A final Report must be submitted no later than 90 calendar days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VIII. PERFORMANCE MONITORING AND REPORTING

- a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subaward arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.
- b. Every 6 months the recipient must submit a written progress report. Each report must cover—
 - 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs

per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.
 3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.
- c. The recipient must submit a final performance report within 90 calendar days after completion of project.

IX. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

X. SPECIAL PROVISIONS

- a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.
- c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

XI. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

- a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division
Grants and Agreements Services Branch
1400 Independence Avenue, SW.
Room 6823 South Building
Washington, DC 20250

- c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

- d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

- “This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here].”

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

- “Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture.”

- e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

- “USDA is an equal opportunity provider and employer.” Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service.”

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

XII. COST-SHARING REQUIREMENTS

- a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.
- b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—
1. Immediately notify the NRCS administrative contact of the situation.
 2. Specify the steps it plans to take to secure replacement cost sharing.
 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.
- c. If NRCS agrees to the organization’s proposed plans, the recipient will be notified accordingly. If the organization’s plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.
- d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

- e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XIII. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XIV. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XV. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XVI. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those set forth in 2 CFR Part 200.339.

XVII. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.

NGA/Urban Area Orthorectified Imagery Specifications.
(Current as of August, 2006)
(Edited for partner-originated products Dec. 2007)

1. Collection Requirements

- a. Imagery shall be acquired during minimal shadow conditions. Imagery acquisition shall occur when the sun angle is greater than 30-degrees.
- b. Imagery shall be acquired only under conditions free from clouds and cloud shadows, smoke, haze, light streaks, snow, ice on water bodies, foliage, flooding, and excessive soil moisture.

2. Orthophoto Resolution and Accuracy

- a. **Ground Resolution:** Digital Orthorectified Image ground resolution (pixel size) shall be 0.3-meter and .15-meter.
- b. **Radiometry:** True (natural) color, RGB
- c. **Orthorectified Image Horizontal Accuracy:** The horizontal accuracy of the Orthorectified imagery shall not exceed 3-meters RMSE XY (2.12 meter RMSE X or Y)

3. Orthorectified Image Characteristics:

Relative join (misalignment) of transportation features between adjacent image chips/tiles shall not exceed 1-meter. Orthophotos shall be tonally balanced to produce a uniform contrast and tone across the entire project. Changes in color balance across the project, if they exist, shall be gradual. Abrupt tonal variations between tiles are not acceptable. Building tilt shall be corrected to the extent that transportation features are not obscured. Ground features appearing in the orthophoto imagery, such as building roof tops, water towers, and radio towers, shall not be clipped at seamlines or between individual tiles. Image artifacts introduced during the scanning process and appearing in the final orthophotos are unacceptable, except for very minimal artifacts falling in non-critical coverage areas, e.g., a small piece of lint appearing in a timbered area.

4. **Metadata:** FGDC-compliant metadata shall be provided in extensible markup language (.xml) format for each orthorectified tile. Additionally, an FGDC-compliant project-level metadata (xml format) shall be provided. The following ftp site contains information pertaining to the content and creation of the required metadata:

<ftp://ftpext.usgs.gov/pub/cr/mo/rolla/mcmc/release/xmlinput>

This site contains the following files designed to define and support production of FGDC-compliant orthoimage metadata:

- a) **XmlInput1_64.zip**. Application for reading and creating .xml metadata files. Included in this file are a sample metadata file which shows how these data elements should be addressed (**133UAExample.xml**) and the metadata template (**133UAtemplate.xml**).
- b) **Help.pdf**. The users guide for **XmlInput**.

MetaData_overview.doc. Short requirements list for

ATTACHMENT D

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

RELEASE OF CLAIMS

MDEQ MOA Number 18-00098

WHEREAS, pursuant to Section 7. (*Final Payment and Reports*) of the above-referenced Memorandum of Agreement (the "MOA"), entered into by the Mississippi Department of Environmental Quality ("MDEQ") and **Madison County Board of Supervisors ("Sub-Grantee")**, wherein it is provided that after completion of all work, and prior to final payment, Sub-grantee will furnish MDEQ with a release of all claims.

NOW, THEREFORE, in consideration of the above premises and the payments by MDEQ to the Sub-Grantee pursuant to the above referenced MOA, the receipt and sufficiency of which is hereby acknowledged, Sub-Grantee hereby remises, releases, and forever discharges MDEQ, its officers, agents, and employees, of and from all manner of debts, dues, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, whether known or unknown, fixed or contingent, and whether in law and equity, which Sub-Grantee now has or may hereafter have arising out of or related to the MOA or any work performed pursuant to the MOA (collectively, all "Claims"), with the exception of only those Claims which are specifically exempted by Sub-Grantee as set forth below.

The following are all Claims specifically exempted by Sub-Grantee:

Madison County Board of Supervisors

By: _____

Signature of Authorized Representative

Name: _____

Title: _____

Date: _____

ATTACHMENT E

RISK ASSESSMENT AND MONITORING ACTIVITIES

FOR DIGITAL ORTHO PHOTOGRAPHY AND SURVEY SERVICES SUB-GRANTEES

The pre-award evaluation of the risk of noncompliance of Digital Ortho Photography and Survey Services sub-grantees with Federal statutes, regulations, and the terms of conditions of the subaward for purposes of determining the appropriate sub-recipient monitoring, has been determined by MDEQ to be very low risk.

MDEQ has determined that the Digital Ortho Photography and Survey Services sub-grantees, all counties within the State of Mississippi, qualify for a determination of very low risk of noncompliance based upon the following factors:

Prior experience by MDEQ with Counties as Recipients of Solid Waste Assistance and/or Waste Tire Grant Programs

Audit of Counties as done by the State of Mississippi, Office of the State Auditor

Method of reimbursement of costs, as stated in the sub-grant agreement, based upon submission of invoices and any supporting documentation to MDEQ

There appears to be very little chance of any possible deficiencies pertaining to Digital Ortho Photography and Survey Services sub-grantee awards.

Post-award monitoring activities of the sub-grantees shall include reports required to be submitted to MDEQ and following-up and ensuring that the sub-grantees take timely and appropriate action on all deficiencies pertaining to the sub-award identified through any audits and other means.

Sub-grantee agrees to provide MDEQ with any audit, assurance, attestation, or monitoring engagement report, if applicable, and sub-grantee response and/or corrective action taken during the project period.