STATE OF MISSISSIPPI

PHIL BRYANT

GOVERNOR

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

GARY C. RIKARD, EXECUTIVE DIRECTOR

May 21, 2019

Mr. Trey Baxter, President
Madison County Board of Supervisors
P. O. Box 608
Canton, MS 39046

Dear Mr. Baxter:

Enclosed is your copy of the executed Waste Tire Grant Agreement **WT618** awarded to the Madison County Board of Supervisors in the amount of **$50,000.00** for the waste tire collection program for small quantity generators. The grant is set to expire on December 31, 2020 or upon the County's completion of the use of the awarded funds (whichever comes first).

The County may request reimbursement for program expenditures by submitting the Request for Payment form attached to your grant agreement **quarterly** for approved program activities.

Your payment request should be mailed to:

Mississippi Department of Environmental Quality
Attention: Invoices
P O Box 2369
Jackson, MS 39225

The *Release of Claims* form (attached to your grant agreement) should be submitted with your final payment request. Please contact me at (601) 961-5626 if you have questions or comments concerning your grant project.

Sincerely,

Taaka Bailey

Taaka Bailey, CPM, Administrator
Grants/Management Support Branch

Enclosure

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT	ASSISTANCE ID NO. WT#618
	DATE OF STAFF APPROVAL 03/05/2019

AGREEMENT TYPE		RECIPIENT TYPE
COOPERATIVE AGREEMENT		COUNTY
GRANT AGREEMENT	X	TAX ID NO.
ASSISTANCE AMENDMENT		

RECIPIENT	PROJECT MANAGER
MADISON COUNTY BOARD OF SUPERVISORS P O BOX 608 CANTON, MS 39046	TREY BAXTER PRESIDENT
ISSUING OFFICE	**PROJECT MANAGER**
MS DEPT. OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P. O. BOX 2261 JACKSON, MS 39225	TAAKA SCOTT BAILEY, ADMINISTRATOR GRANTS/MANAGEMENT SUPPORT BRANCH
ASSISTANCE PROGRAM	**STATUTORY AUTHORITY**
WASTE TIRE PROGRAM DIV. 4032, GRANTS TO CT OR RSWDA	SECTION 17-17-425, MS CODE ANN.

PROJECT TITLE AND DESCRIPTION

WASTE TIRE COLLECTION PROGRAM FOR SMALL QUANTITY GENERATORS OF WASTE TIRES

PROJECT LOCATION	PROJECT PERIOD
CITY COUNTY MADISON STATE MS	The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than **DECEMBER 31, 2020.**
	TOTAL PROJECTED PERIOD COST $50,000.00

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
MDEQ Amount This Action -- Tire (4032)		$ 50,000.00	
Recipient Contribution			
Total Project Cost		$ 50,000.00	
APPROVED BUDGET			
Personnel (Enforcement Officer)			
Indirect			
Travel			
Equipment			
Supplies			
Educational Material			
Construction		$ 50,000.00	
Other		$ 50,000.00	
Total Charges			

METHOD OF PAYMENT	
Advance	
Reimbursement	X

STANDARD TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENTS

1. Workplan

The workplan constitutes the Recipient's and MDEQ's commitment to accomplish the program goals and objectives. MDEQ's review and evaluation of performance under this agreement and MDEQ's response to the findings of oversight will be carried out in accordance with the stated policies.

2. Expenditure Commitment

The Recipient commits to expend the funds awarded in this agreement and to complete the funded project in accordance with the work plan included in this grant application and incorporated into this agreement by reference.

3. Financial Management

MDEQ requires that Recipients have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every grant dollar from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations.

4. Audit: Access to Records

Recipient assures that it will give MDEQ, the Comptroller General of the United States, and the State of Mississippi, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives; and will retain all required records relating to this agreement for three years after project completion and all other pending matters are closed.

5. Method of Payment

Reimbursement shall be the preferred method of funding. Recipients shall be paid a predetermined sum for services/work performed. Recipient shall submit a Request for Payment, as provided in Attachment A, and additional documentation for verification of service/work performed prior to payment being issued. In special cases, funding advances may be allowed, subject to approval by MDEQ. Requests for Payment and applicable supporting documentation shall be submitted to MDEQ upon project completion.

6. Final Payment

Pursuant to satisfactory completion of the work performed under this agreement as may be determined by final inspection, and as a condition before final payment under this agreement or as termination settlement under this agreement, the Recipient shall execute and deliver to MDEQ a release of all claims against MDEQ arising under, or by virtue of, this agreement, except claims which are specifically exempted by the Recipient to be set forth therein. Such release is provided in Attachment B. of this agreement. Unless otherwise provided in this agreement, by state law, or expressly agreed to by the parties in this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute waiver of MDEQ's claims against the Recipient or his sureties under this agreement or applicable performance and payment of bonds.

7. Procurement

Recipient shall comply with purchasing guidelines established in 31-7-13 of the Mississippi Code in the procurement of commodities and services.

8. Disadvantaged Businesses

Recipient will ensure that its best efforts will be used in making available to minority businesses a minimum of 5% of the grant funds that may be expended as necessary in obtaining any supplies, construction, equipment, or services in completing the project detailed in the Workplan.

9. Title to Real Property, Equipment and Supplies

Unless otherwise agreed to, title to any real property, equipment and supplies that may be acquired under this agreement shall vest upon acquisition in the Recipient. Real property, equipment and supplies shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds.

10. Changes and Amendments

Changes may be made to the agreement in relation to the effective period of the agreement, the total amount of the agreement, budgetary categories associated with the funding of the agreement, and the work to be performed as defined in the work plan. Such changes shall be constructively made by way of a formal agreement amendment, which shall require written approval of the Executive Director of MDEQ prior to any such changes being made. Changes which affect the total amount of the agreement may also require prior approval by the Commission on Environmental Quality.

11. Recycled Paper

Recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to MDEQ.

12. Gratuities

A. If MDEQ finds, after a notice and hearing, that the Recipient or any of the Recipient's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of MDEQ, the state agency providing funds used in this agreement in an attempt to secure a agreement or favorable treatment in awarding, amending or making any determination related to the performance of this agreement, MDEQ may, by written notice to the Recipient, terminate this agreement. MDEQ may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which MDEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement.

B. In the event this agreement is terminated as provided in paragraph A., MDEQ may pursue the same remedies against the Recipient as it could pursue in the event of a breach of the agreement by the Recipient, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by MDEQ) which shall be not less than three nor more than ten times the costs the Recipient incurs in providing any such gratuities to such officer or employee.

13. Publication and Publicity

A. Recipient may publish results of its participation pursuant to this agreement after prior review by and consent by MDEQ's Project Manager provided that (1) such publications acknowledge that the program is supported by funds granted by MDEQ, and (2) that one (1) copy of the publication is furnished to MDEQ.

B. Recipient shall use its best efforts to ensure that any publicity received by the Recipient as a result of the work funded by this agreement shall acknowledge that the program is supported by funds granted by MDEQ.

14. Hold Harmless for Personnel Claims

To the extent permitted by Mississippi law, recipient agrees to indemnify, save and hold harmless the Commission on Environmental Quality, MDEQ and the state of Mississippi, as well as their employees, from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgments, and costs, including attorney's fees, or expenses on the part of MDEQ or MDEQ's agents or employees arising out of or attributable to work performed under this agreement or the use of facilities or equipment provided to Recipient under the terms of this agreement.

15. Assurances

The Recipient certifies that:

A. It maintains the legal authority to apply for state assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in the grant application.

B. It is not presently debarred, suspended, proposed for debarment, declared ineligible from participating in government projects; has not within a three year period preceding this application 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 public transactions; has not within a three year period preceding this proposal been convicted of 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; is not presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and has not within a three year period preceding this application had one or more public transactions terminated for default.

C. It 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.

D. It will comply with all applicable requirements or State and Federal laws, executive orders, regulations and policies governing this program.

16. Enforcement

A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an award, or elsewhere, MDEQ may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by MDEQ;

2. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance;

3. Wholly or partly suspend or terminate the current award for the Recipient's program.

4. Withhold further awards for the program, or

5. Take other remedies that may be legally available.

B. In taking an enforcement action, MDEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.

C. Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless MDEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension of termination, are not in anticipation of it, and in the case of a termination , are non-cancelable, and

2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17. Termination for Convenience

This agreement may be terminated in whole or in part as follows:

A. By MDEQ with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of a partial termination, the portion to be terminated; or

B. By the Recipient upon written notification to MDEQ, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDEQ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, MDEQ may terminate the award in its entirety under paragraph A. of this section.

18. Remedies

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between MDEQ and the Recipient arising out of, or relating to, this agreement or the breach of it will be decided in a court of competent jurisdiction within the State of Mississippi. Before pleading to the Mississippi judicial system at any level, the Recipient must exhaust all administrative remedies in effect on the date the agreement giving rise to the dispute was executed.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment to the Recipient, **MADISON COUNTY BOARD OF SUPERVISORS** for all approved costs incurred up to and not exceeding **$50,000.00** for the support of approved budget period effort described in application (including all application modifications) cited in this agreement for the **WASTE TIRE COLLECTION PROGRAM FOR SMALL QUANTITY GENERATORS OF WASTE TRIES.**

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

for Gary C. Rikard
Executive Director

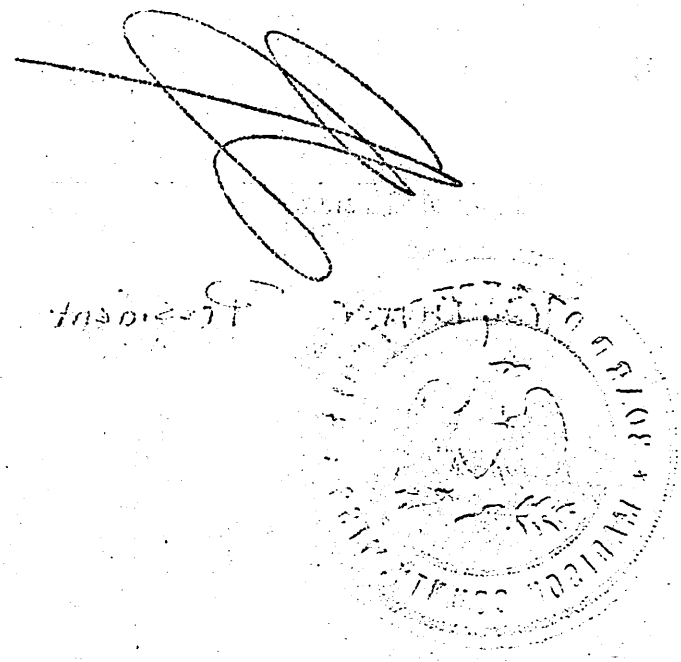
5/20/19
Date

MADISON COUNTY BOARD OF SUPERVISORS

Authorized Signature

2/19/19
Date

Trey Baxter President
Typed/Printed Name Title



ATTACHMENT B

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

RELEASE OF CLAIMS

Agreement Number **WT#618**

WHEREAS, by the terms of the above-identified agreement entered into by the Mississippi Department of Environmental Quality and the Recipient **MADISON COUNTY BOARD OF SUPERVISORS** it is provided that after completion of all work, and prior to final payment, the Recipient will furnish the Mississippi Department of Environmental Quality with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payment by the Mississippi Department of Environmental Quality to the Recipient of the amount now due under the agreement, to wit, the sum of
$_____ the Recipient hereby remises, releases, and forever discharges the Mississippi Department of Environmental Quality, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said agreement except:

MADISON COUNTY BOARD OF SUPERVISORS

_____
Authorized Signature

ATTACHMENT A
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTN: INVOICES
P. O. BOX 2369
JACKSON, MS 39225

REQUEST FOR PAYMENT

Name of Recipient _____ Grant Agreement No._____

Address _____ Person preparing report:_____

_____ Telephone number:_____

_____ Request period: From_____To_____

1. Amount of this payment request: $_____
2. Total amount of grant: $_____
3. Total prior payments approved: $_____
4. Total funds requested to date (*line 1 plus line 3*): $_____
5. Balance of grant funds remaining after this request (*line 2 minus line 4*) $_____

TO BE COMPLETED ONLY IF RECIPIENT IS PROVIDING FUNDS TO THE GRANT PROJECT.

6. Total funds to be contributed by recipient: $_____
7. Amount contributed by recipient to date: $_____
8. Balance to be contributed by recipient (*line 6 minus line 7*): $_____

I hereby certify that the amount requested is for reimbursement of allowable costs consistent with the terms of this agreement, that request for reimbursement of these costs has not previously been made, and that the amounts requested herein do not exceed budgeted amounts stipulated in the award.

NOTE: Please attach appropriate documentation that supports this payment request (for example, payroll records for Enforcement officer, billing records, volume of tires disposed, volume of solid wastes disposed, location of solid waste sites cleaned up.

_____
Signature of Authorized Official

_____
Typed Name and Title of Authorized Official

_____
Date