CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, MARCH 6, 2007 – 7:00 P.M.
MUNICIPAL COURTROOM - 305 MONROE STREET

WELCOME AND CALL TO ORDER – Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG
The invocation was led by Mayor Brabham followed by the Pledge of Allegiance to the Flag led by Alderman Hisaw

ROLL CALL – Deputy City Clerk, Carol Warren

Present:
Jehu Brabham – Alderman-at-Large
Tony Hisaw – Alderman Ward 1
Tony Greer - Alderman Ward 2
Mike Bishop – Alderman Ward 3
Phil Fisher – Alderman Ward 4
Mike Morgan – Alderman Ward 5
William Barnett – Alderman Ward 6

APPROVAL OF AGENDA ITEMS A-V

MOTION made by Alderman Greer and **SECONDED** by Alderman Brabham to approve Consent Agenda Items A-V. Item C will serve to advertise favorably the opportunities, possibilities and resources of The City of Clinton. **MOTION CARRIED UNANIMOUSLY**

REQUEST FOR A PLANNED UNIT DEVELOPMENT BY GRECO INVESTMENT GROUP

Upon presentation by Gary Ward, Community Development Director, and **MOTION** made by Alderman Brabham, and **SECONDED** by Alderman Greer to approve preliminary designation of PUD overlay for 7.6 acres of property on current R-1 property on the east end of Oakwood Drive. The description of said property is attached.

Parcel 2861-80: A certain parcel of land being situated in the SW1/4 of the NW1/4 of the Section 28 T6N, R1W of the First Judicial District of Hinds County, Mississippi and being more particularly described by the metes and bounds as follows, to wit: Beginning at the point of intersection of the northern ROW line of the Y&M V RR with the west line of Section 28, T6N,R1W, said point also being the SE corner of the Oakwood Hollow Subdivision Part 2. From said POB run thence southeasterly along the northern ROW line of the Y&M V RR for a distance of 395 feet to an iron stake; thence north 3 degrees 32 ' W for a distance of 729 feet to an iron stake; thence N 87degrees 54' W for a distance of 339 feet to an iron stake in the east line of Oakwood Hollow Subdivision Part 3; thence southerly along east line of Oakwood Hollow Subdivision Part 3 and Part 2 for a distance of 665.4 feet to the POB and containing 5.78 acres, as recorded in Deed Book 2170, Page 96

Lot 48 and Part of 49 of Oakwood Heights Subdivision:
The east parts of Lots 48 and 48, Oakwood Hollow subdivision, Part 2 and more particularly described as follows: Beginning at the Southwest corner of said Lot 49, run thence southeasterly along the line between Lot 49 and Lot 50 or said Oakwood Hollow Subdivision a distance of 280" to a set iron pen, being the POB: run thence North 6 degrees, 05 minutes West a distance of 200 feet to a set iron pen on the North line of said Lot 48; thence south along the east line of said Lots 48 and 49 a distance of 200 feet to a set iron pen at the Southeast corner of said Lot 49; thence North 79 degrees 00 minutes West along the South line of said Lot 49, a distance of 255' to the POB, as recorded in Deed Book 2170, Page 96

Part of Lot 50:
PUD to include the back portion of the lot leaving a minimum of the required back yard footage for the existing home.

MOTION CARRIED UNANIMOUSLY

RE-APPOINTMENT OF SUSAN MUSSLEWHITE TO THE PARKS AND RECREATION ADVISORY BOARD

Upon presentation by Mayor Aultman, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to approve the re-appointment of Susan Musselwhite to the Parks and Recreation Advisory Board for a 3 year term. **MOTION CARRIED UNANIMOUSLY**

PURCHASE OF THREE (3) BICYCLES AND EQUIPMENT IN THE AMOUNT OF $2,700.00 TO BEGIN A BIKE PATROL UNIT

Upon presentation by Don Byington, Chief of Police, **MOTION** made by Alderman Bishop and **SECONDED** by Alderman Barnett to approve the purchase of three (3) bicycles and equipment in the amount of $2,700.00 to begin a bike patrol unit. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF DONATIONS IN THE AMOUNT OF $5,418.51 FROM CLINTON BASEBALL ASSOCIATION FOR THE FOLLOWING PROJECTS: (1) ADDITIONAL CONCRETE PADS AROUND CONCESSION STAND (2) BUILDING UP OF BASEBALL FIELD 5 BACKSTOP AREA TO HELP WITH WATER DRAINAGE

Upon presentation by Ray Holloway, Parks/Recreation Director, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Morgan to accept the donations in the amount of $5,418.51 from the Clinton Baseball Association for the following projects: (1) additional concrete pads around concession stand and (2) the building up of baseball field 5 backstop area to help with water drainage. **MOTION CARRIED UNANIMOUSLY**

RESOLUTION GRANTING AN ADDITIONAL FIVE-YEAR TAX EXEMPTION TO GULF STATE CANNERS, INC. IN THE AMOUNT OF $801,516.87 BEGINNING JANUARY 1, 2007 AND ENDING DECEMBER 31, 2011

Upon presentation by Mayor Aultman, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to accept a resolution granting an additional five-year ad valorem tax exemption to Gulf State Canners, Inc. in the amount of $801,516.87 beginning January 1, 2007 and ending December 31, 2011. A copy of the resolution is attached. **MOTION CARRIED UNANIMOUSLY**

GRANTING AUTHORITY TO MAYOR AULTMAN TO SIGN THE OPERATIONS AND MAINTENANCE AGREEMENT WITH NRCS

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Barnett to grant Mayor Aultman the authority to sign the operations and maintenance agreement with NRCS. A copy of the agreement is attached. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:45 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Fisher to adjourn. **MOTION CARRIED UNANIMOUSLY**

APPROVED: Rosemary G. Aultman — March 13, 2007
Rosemary Aultman, Mayor — Date

ATTEST: Carol Warren, Deputy Clerk — March 13, 2007
Carol Warren, Deputy City Clerk — Date

BOARD APPROVED

MAR 0 6 2007

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: March 6, 2007 AGENDA ITEM NO. 7. a

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

DISCUSSION/ACTION: Request for a Planned Unit Development
Greco Investment Group

INTRODUCED BY: Gary Ward TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes x	Invoice	Other:
Ordinance	Plans, Maps	
Resolution	Contract	

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY: Brabham

SECONDED BY: Greer

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Fisher	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

BOARD APPROVED

MAR 0 6 2007

CITY OF CLINTON

PLANNING AND ZONING COMMISSION
Clinton, Mississippi
Tuesday, February 27, 2007
7:00 P.M.
Municipal Courtroom
305 Monroe Street

Minutes

Present: Mark Williams, Dr. Ryan Tracy, Ottowa Carter, Jim Martin, Betty King, Nancy Davis, Kathy Peace, Gary Ward-Director, Community Development and Ken Dreher-City Attorney

Call to Order

Jim Martin called the meeting to order at 7:00pm.

Consideration and approval of January 23, 2007 Minutes.

MOTION was made by Betty King to approve the Minutes of the January 23, 2007 commission meeting. SECOND by Mark Williams. MOTION carried unanimously, none opposed.

New Considerations

Request from Greco Investment Group for a Planned Unit Development (PUD) designation on the current R1 – Single Family Residential zoning of 7.6 acres on the east end of Oakwood Drive Representatives present, Greg Cronin and Adam Rees.

Greco Investment is proposing to develop this parcel of land into a subdivision of single-family homes ranging in price from $180,000-$220,000. This development would contain 25 lots with common areas throughout.

Greg Cronin presented the commission members with literature about the proposed development. A copy of this literature is attached.

A public hearing was held and no opposition was expressed.

MOTION was made by Ryan Tracy to recommend to the Mayor and Board of Aldermen to approve the request from Greco Investment Group for a Planned Unit Development (PUD) designation on the current R1 – Single Family Residential zoning of 7.6 acres on the east end of Oakwood Drive. SECOND by Mark Williams. MOTION carried unanimously, none opposed.

Preliminary Site Plan for Funtime Daycare to be located at the intersection of Monroe Street and Cynthia Street. Property is currently zoned General Commercial (C2)

Item was removed from agenda. No action taken.

Other Business

There was no other business to discuss.

Next Meeting

The next meeting will be held on Tuesday, March 27, 2007 beginning at 7:00pm.

Adjournment

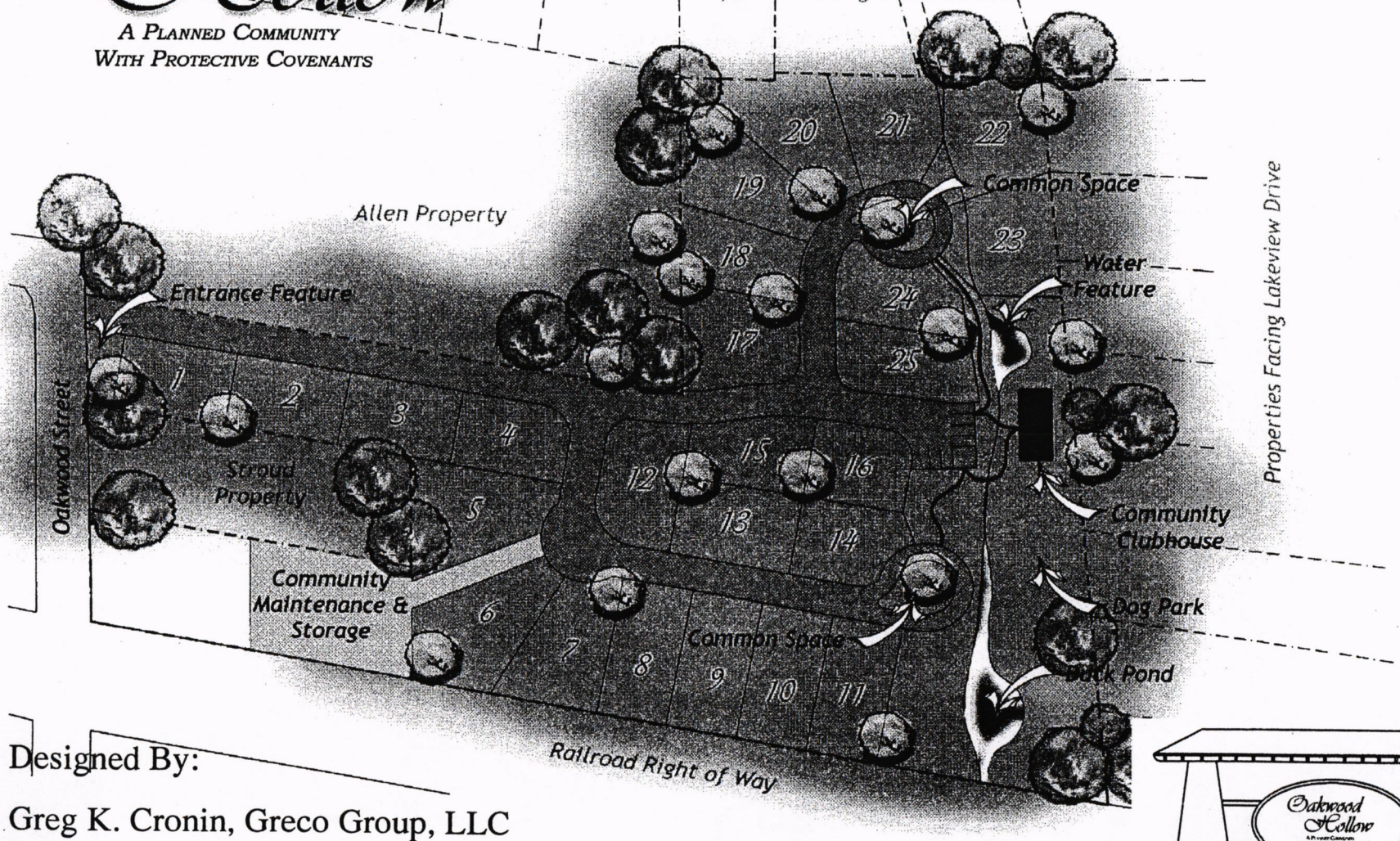
MOTION was made by Kathy Peace to adjourn the meeting. SECOND by Nancy Davis. MOTION carried unanimously, none opposed.

BOARD APPROVED
MAR 0 6 2007
CITY OF CLINTON

Oakwood Hollow

A Planned Community
With Protective Covenants

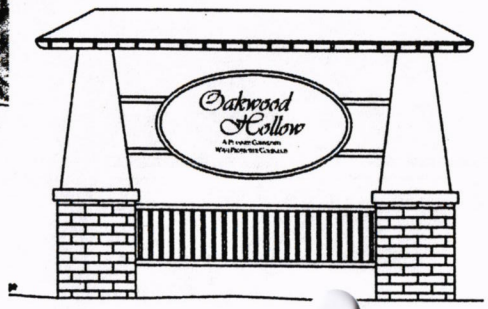
The Sketch (Option 1)



Designed By:

Greg K. Cronin, Greco Group, LLC

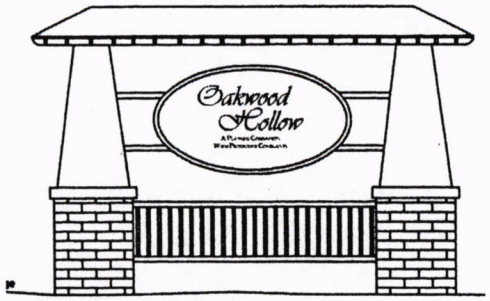
Adam Rees, Rockbuilt Homes, LLC



Oakwood Hollow

A Planned Community
With Protective Covenants

The Sketch (Option 2)



Designed By:

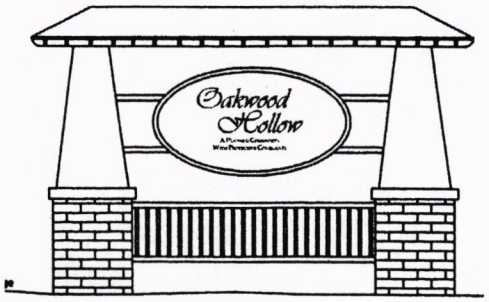
Greg K. Cronin, Greco Group,

Adam Rees, Rockbuilt Homes, LLC

Oakwood Hollow

A Planned Community
With Protective Covenants

The Sketch (Option 3)



Designed By:

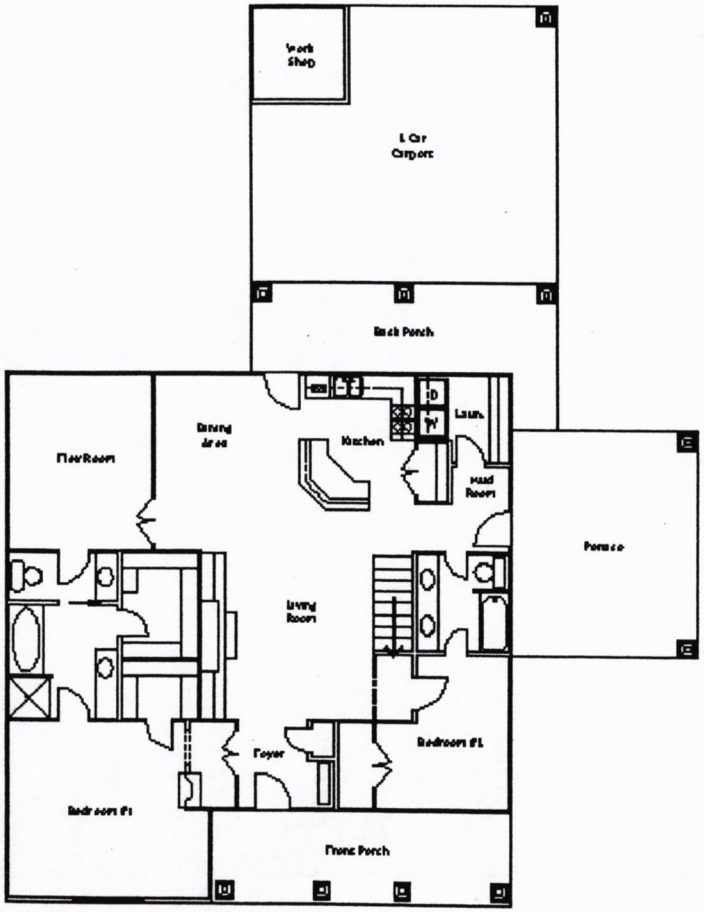
Greg K. Cronin, Greco Group, LLC

Adam Rees, Rockbuilt Homes, LLC

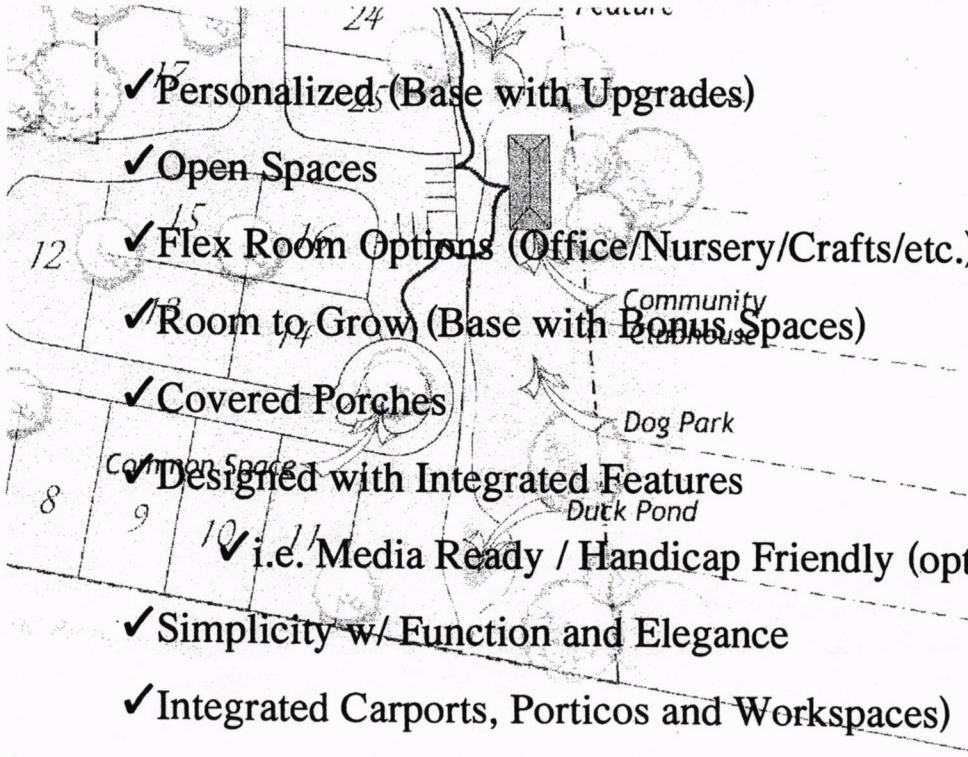
Oakwood Hollow

A Planned Community
With Protective Covenants

Design Build



- ✓Personalized (Base with Upgrades)
- ✓Open Spaces
- ✓Flex Room Options (Office/Nursery/Crafts/etc.)
- ✓Room to Grow (Base with Bonus Spaces)
- ✓Covered Porches
- ✓Designed with Integrated Features
  - ✓i.e. Media Ready / Handicap Friendly (options)
- ✓Simplicity w/ Function and Elegance
- ✓Integrated Carports, Porticos and Workspaces)

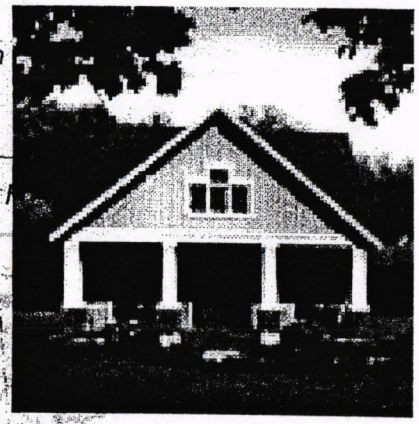


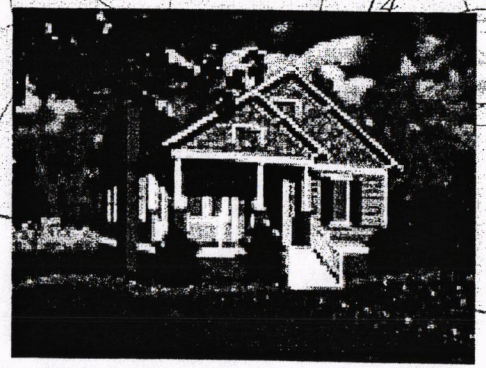
Oakwood Hollow

A Planned Community
With Protective Covenants

Sample Elevations

- ✓Simple/Traditional Designs
- ✓Complement Surroundings
- ✓Uniquely Appointed
- ✓Inviting Porches
- ✓Substantial Columns



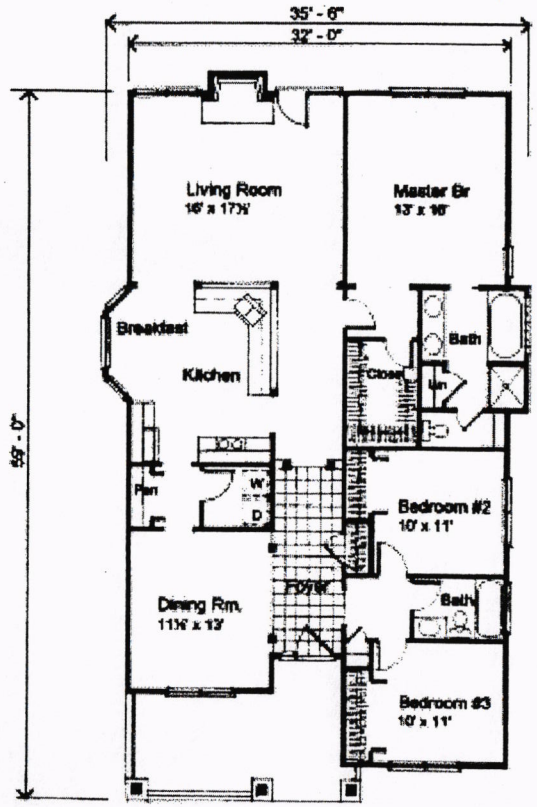


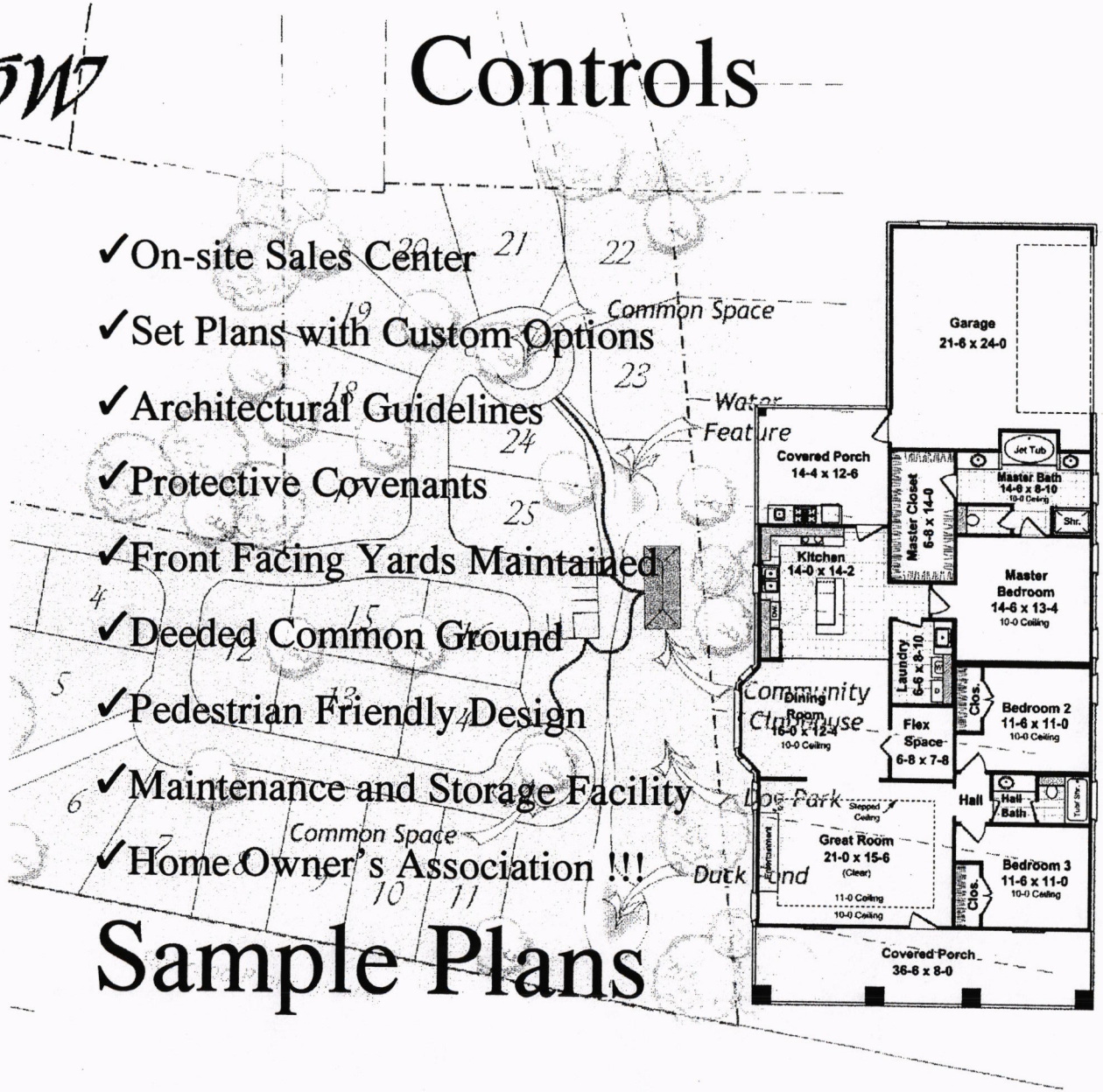
Oakwood Hollow

A Planned Community With Protective Covenants

Maintenance/ Controls

- ✓On-site Sales Center
- ✓Set Plans with Custom Options
- ✓Architectural Guidelines
- ✓Protective Covenants
- ✓Front Facing Yards Maintained
- ✓Deeded Common Ground
- ✓Pedestrian Friendly Design
- ✓Maintenance and Storage Facility
- ✓Home Owner's Association !!!

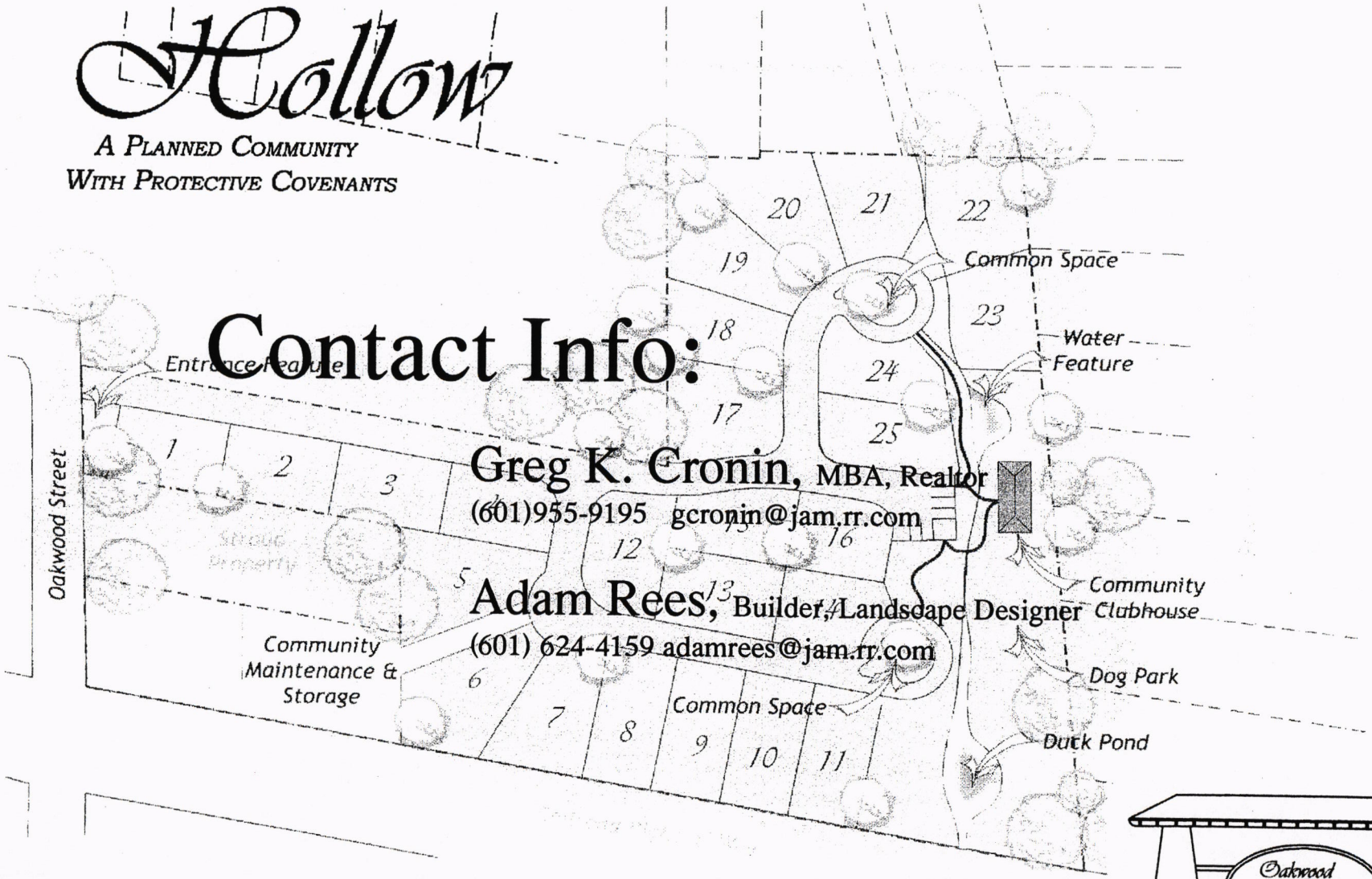




Sample Plans

Oakwood Hollow

A Planned Community
With Protective Covenants



Contact Info:

Greg K. Cronin, MBA, Realtor
(601)955-9195 gcronin@jam.rr.com

Adam Rees, Builder/Landscape Designer
(601) 624-4159 adamrees@jam.rr.com

A "*Destination Clinton*" Project

BOARD APPROVED

MAR 0 6 2007

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: March 6, 2007 AGENDA ITEM NO. 8

CONSENT AGENDA: TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Susan Musslewhite re- appointment to P&R Advisory Board

INTRODUCED BY: Rosemary G. Aultman, Mayor TELEPHONE:

EXHIBITS FOR REVIEW:

Minutes	Invoice	Other: 3 year full term
Ordinance	Plans, Maps	
Resolution	Contract	

RECOMMENDATION:

BOARD ACTION: MOTION MADE BY: Brabham

SECONDED BY: Greer

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Fisher	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

BOARD APPROVED

MAR 0 6 2007

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: March 6, 2007 AGENDA ITEM NO. 9.

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY: DB

DISCUSSION/ACTION: Purchase of three (3) bicycles and equipment in the amount of $2,700.00 dollars to begin a Bike Patrol Unit. This will be funded through the Special Law Enforcement fund.

INTRODUCED BY:

BOARD ACTION:

MOTION MADE BY: Bishop

SECONDED BY: Barnett

ACTION TAKEN:

VOTE CAST:	"AYE"	"NAY"
Brabham	✓	
Hisaw	✓	
Greer	✓	
Bishop	✓	
Fisher	✓	
Morgan	✓	
Barnett	✓	
Mayor Aultman		

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

BOARD APPROVED

MAR 0 6 2007

CITY OF CLINTON

BIKE PATROL EVENTS AND LOCATIONS

- Parades
- 5k runs
- Brick Street Festival
- High School Campus
- High School Sporting Events
- Baseball and Soccer Fields
- Mississippi College Campus
- Brick Street and Old Town Clinton
- Shopping Centers
- United Artist Theater
- Apartment Complexes
- Locations of Increased criminal activity

BENEFITS OF A BIKE PATROL

- Greater Contact with the community
- More approachable than an officer in a car
- Ability to silently and discreetly approach criminal activity
- Conduct Community Bicycle Safety programs
- Faster response time in a contained environment
- The ability to patrol where a patrol car will not
- Allows patrols to stay on the road while bike patrol handles special events, parking lot 10-50, parking violations
- Ability to patrol school zones during high traffic such as before and after school
- Reduces Operation costs by reduced fuel usage, vehicle maintenance costs, decreased wear and tear on vehicles
- Due to the climate in Mississippi a bike patrol could be operational year round
- Officer Fitness and morale
- The average layout of expense to fully equip one bike is about $1,200 with an annual maintenance fee of about $200. The average patrol car costs between $23,000 and $28,000 to purchase and has an annual maintenance fee of about $3,000 to $4,000.

BIKE PATROL AREAS

(Full Time Operation Only)

- Patrol Area One: Wal-Mart, Hammetts Crossing, Cowboy Maloney's, Surplus City, Shadow Brook, Hunter Oaks
- Patrol Area Two: Mississippi College Campus, Old Town Clinton
- Patrol Area Three: Kroger, Home Depot, New Plans Shopping Center, Windsor Village, Stone Gate, Landmark, Broadway Terrace
- Patrol Area Four: United Artists Theater, Clinton Center and Johnston Pl.

BOARD APPROVED
MAR 0 6 2007
CITY OF CLINTON

BIKE PATROL UNIFORM

- Black low cut tennis shoes
- White socks
- Black or Navy loose fit bike shorts
- Polo Shirt will be white in color with sew on badge on left breast, reflective strip on sleeves, and "POLICE" on back both short and long sleeve
- Black cycling Gloves
- Black or White Helmet with Police on both sides
- Winter Uniform will include a black or navy bike patrol pant as well as a bike patrol jacket with proper identification
- Bullet proof vest will be worn between an undershirt and polo

ITEMS REQUIRED FOR BIKE PATROL

Bicycle w/ accessories	$500-$1200
Bike Rack	$30-$100
Helmet	$40
Gloves	$20
Shorts	$30
Pants	$70
Polo	$25
Shoes	$30-$60
Total	$740-$1545

TRAINING COURSE

- International Police Mt. Bike Association Cost: $325/ 4 day course

BIKE PATROL FUNDING

- Home Depot Community Impact Grants
- Wal-Mart Safe Neighborhood Heroes Grants ($3,000)
- Community Bike Safety programs
- Radio Shack Street Sentz Community Grant
- Kroger Charitable Giving Program
- Family Dollar Giving Back Program
- Other Corporate Sponsorships
- DA's Office Forfeiture Funds

BOARD APPROVED

MAR 0 6 2007

CITY OF CLINTON

Bike Patrol Cost Analysis

TOP LEVEL

Trek Police Bike Hard Tail	Cost: 1,049.99	Shipping Free
Bike Accessory Starter Package Pro Dual Strobe Police Bike Lighting System, Tail Light, Bike Patrol Bag	Cost: 115.00	Shipping: Free
Bike Mounted Horn/ Siren	Cost: 22.95	Shipping: Free
Bell Venture Bike Helmet	Cost: 29.99	Shipping: 3.00
Total Cost: $1,220.93 per bike	Three Bikes: $3,662.79	Discount:$38.85

MID LEVEL

Smith and Wesson Tactical	Cost: 754.00	Shipping: Free
Bike Accessory Starter Package Pro Dual Strobe Police Bike Lighting System, Tail Light, Bike Patrol Bag	Cost: 115.00	Shipping: Free
Bike Mounted Horn/ Siren	Cost: Free	Shipping: Free
Bell Venture Bike Helmet	Cost: 29.99	Shipping: 3.00
Total Cost: $901.99 per bike	Three Bikes: $2,705.97	Discount $350.00

MID LEVEL

Trek 4500 Matte Black	Cost: 519.99	Shipping: Local Shop
Bike Accessory Starter Package Pro Dual Strobe Police Bike Lighting System, Tail Light, Bike Patrol Bag	Cost: 115.00	Shipping: Free
Bike Mounted Horn/ Siren	Cost: 22.95	Shipping: Free
Bell Venture Bike Helmet	Cost: 29.99	Shipping: 3.00
Total Cost: $690.93 per bike	Three Bikes: $2072.79	Discount: $50.88

BOARD APPROVED
MAR 0 6 2007
CITY OF CLINTON

ENTRY LEVEL

Smith and Wesson Perimeter Package	Cost: 499.99	Shipping: Free
Bike Accessory Starter Package Pro Dual Strobe Police Bike Lighting System, Tail Light, Bike Patrol Bag	Cost: Free w/package	Shipping: Free
Bike Mounted Horn/ Siren	Cost: Free	Shipping: Free
Bell Venture Bike Helmet	Cost: in package	Shipping: Free

Total Cost: $499.99 per bike Three Bikes: $1,499.97 Discount: $89.70

BOARD APPROVED

BOARD APPROVED
MAR 0 6 2007
CITY OF CLINTON

STANDARD OPERATING PROCEDURE FOR BIKE PATROL

MOUNTAIN BIKES: ASSIGNMENT, USE, AND MAINTENANCE

Definitions:

Department Mountain Bike Coordinator: a Police Officer who is a member of the bike patrol. The duties of the Department Mountain Bike Coordinator are to oversee the safe, efficient, and economical operation of the mountain bike equipment; to review the mountain bike inspection and preventative maintenance program for the Bike Patrol; and to review all of the mountain bike related paperwork requesting repair or replacement of any mountain bikes, mountain bike equipment, or uniform parts.

Department Mountain Bike Supervisor: The Department Mountain Bike Supervisor will be responsible for maintaining a list of all certified officers who are assigned to bike patrol. He or She will also be responsible for coordinating and scheduling with the police department and the community when and where the need for a bike patrol exists. Mountain bike supervisor will also be responsible for conducting a biannual community bike safety rodeo/event.

Purpose:

The purpose of this SOP is to familiarize Department personnel with the functions, capabilities, assignment, use, and maintenance of the Department Mountain Bikes.

Policy:

The mountain bike is primarily used for patrol duties during special events and within the four designated bike patrol areas. It is designed to have officers more accessible and visible to the public. This will facilitate contact between officers and the community.

Information:

Mountain Bike Equipment will be assigned and deployed to patrol areas and special events by the Captain of Patrol or the on duty supervisor. Mountain bike equipment will only be operated by the certified department personnel or personnel authorized by Captain or higher. Issued mountain bike equipment will be used by assigned officers only. Mountain bike equipment may be used by another bike officer with permission from the Mountain Bike Supervisor or Mountain Bike Coordinator.

Procedure:

A. Deployment

1. When transporting bikes to various patrol areas and events on a marked unit, bike patrol officers will park in a centrally located area with their designated patrol area that is visible to the general public.

a) Bike carriers will be secured in the trunk of the vehicle while officers are on bike patrol, and at the end of their tour of duty.

b) When possible bike patrol officers should be assigned to patrol in pairs.

BOARD APPROVED

MAR 0 6 2007

CITY OF CLINTON

B. Weather

1. Bike officers are expected to ride their bikes in varying weather conditions. Officers and supervisors should take a common sense approach toward riding in extreme conditions, which would pose an obvious threat to their physical health.

a) Restrictions

Riders will return to vehicle patrol when the following conditions exist:

1) Thunderstorms and active lightening in the area.

2) Severe weather warnings

3) Snow/Ice covered streets and sidewalks

4) Patrol Supervisor or above determines that calls for service demands are high and additional patrol units are needed

2. If any of the restricted conditions occur after officers begin their tour of, they will remain in bike patrol uniform for the remainder of their tour.

3. If any of the restricted conditions occur before their tour of duty, all bike officers will wear the normal uniform of the day.

a) Bike patrol Officers will maintain a complete uniform of the day in their department locker.

b) Bike officers will be subject to change uniform at the discretion of a patrol supervisor.

C. Prisoner Transportation

1. Orderly prisoners will be guarded at the scene by one bike officer. The other bike officer will ride and retrieve the patrol vehicle and transport the prisoner. If for some reason the bike officers do not have a patrol car in the field a beat car will transport the orderly prisoner to Clinton Police Department to meet the bike officers.

2. Disorderly Prisoners will be transported immediately by a backup unit. Bike officers will then meet the backup unit at Clinton Police Department.

D. Mountain Bike Equipment

1. All Mountain Bikes will be equipped with the following items:

a. Rear red flashing battery operated light
b. Cyclometer
c. Two water bottle cages
d. Rear heavy duty kick stand
e. Rear rack (for top mount bag)
f. Top mount expandable bag with "Police" marking
g. Mini tire pump
h. Inner tube repair kit with tire levers
i. Security cable
j. Clear lense head light
k. Blue strobes
l. Audible siren/ whistle

BOARD APPROVED

MAR 0 6 2007

CITY OF CLINTON

2. If a replacement part/equipment is needed, the officer will complete a purchase order form.

E. Equipment Security

1. Bicycle officers will secure their bikes whenever they are away from them, unless circumstances exist that prevent the officer from doing so such as a crime in progress. When officers are away from the bikes, they will use the security cable to secure the bike.

2. Bikes and any related equipment will be kept in a secure area when not in use.

F. District Equipment

1. The following equipment will be maintained police headquarters:

a) Bike stand for minor repairs
b) Floor tire pump

2. A sufficient amount of spare parts for minor repairs should be maintained at police headquarters and will be secured in a manor that only bike patrol officers have access. Parts should include, but are not limited to:

c) Replacement bulbs for lighting system
d) 2 replacement inner tubes per bike
e) Replacement batteries for lighting systems
f) Lubrication
g) Any other bike related equipment, manuals, and instruction sheets

3. A bike patrol log will be maintained for pertinent information regarding bike repairs, parts removed, and damaged parts. The Mountain Bike Supervisor will log any repairs that have been competed in the log.

3. A monthly inventory of the locker will be kept by the Mountain Bike supervisor to ensure that an adequate inventory of replacement parts is maintained.

G. Inspection

1. By the first of every month the Mountain Bike Supervisor will ensure that an inspection sheet has been competed for each bike. He will then forward it to the Mountain bike Coordinator.

2. Bike officers will complete daily inspections of their assigned mountain bike before and after their tour of duty.

H. Maintenance and Repairs

1. The mountain bike officer is responsible for the upkeep of his bike, to include notifying the Mountain Bike Supervisor of repairs and service needed.

2. Maintenance files will maintain bike jackets, which must contain:

BOARD APPROVED

MAR 0 6 2007

CITY OF CLINTON

a) City number, model, serial number of the bike and assigned officer
b) Date of purchase and purchase price
c) Description of bike and accessories
d) Maintenance contract, date of purchase and expiration.
e) Repair Slips, copies of invoices and purchase orders
f) Damage reports

3. Monthly tune ups and repairs will be scheduled at through the Mountain Bike Coordinator.
   a) Minor repairs can be completed by the officer at police headquarters The officer will complete a repair slip indicating what repair was completed and what parts were used.
   b) If possible, tire repairs/replacement will be done by the bike officer at police headquarters.
4. Major repairs are those that only a bike mechanic may handle.
   a) During business hours fill out a repair slip and take the bike to the vendor for repair.
   b) During none business hours when a bike mechanic is not available the bike must be taken out of service until the repairs can be competed.
   c) The mountain bike supervisor will be notified and then it will be his responsibility to ensure the proper repairs are completed.
   d) If the request for parts is not covered by the maintenance contract the bike officer will send a request for service to the Mountain Bike Coordinator for review and approval.
   e) Bike officers who are picking up bikes will obtain a completed repair slip with cost and signature included.
   f) The repair slip will then be given to Mountain Bike Supervisor so that it can be logged and placed into the bike jacket.

I. Cleaning

1. Bikes should be wiped down daily with a dry rag to remove dirt. If water is needed to clean, use a damp cloth. Never spray a bike with water from a hose. Sprayed water will damage internal bearings and remove required oil from moving parts.

J. Mountain Bike Training and Public Appearances

1. Requests for bicycle safety programs and public appearances will be submitted through the chain of command.

BOARD APPROVED

MAR 0 6 2007

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: MARCH 6, 2007 AGENDA ITEM NO. 10.

CONSENT AGENDA: $ TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Acceptance of Donations in the amount of $5418.51 from Clinton Baseball Association for the following projects: (1) Additional Concrete Pads Around Concession Stand (2) Building Up of Baseball Field 5 Backstop Area to Help with Water Drainage

INTRODUCED BY: Ray Holloway, Parks/Recreation Director

BOARD ACTION: MOTION MADE BY: Greer

SECONDED BY: Morgan

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Fisher	✓		
Morgan	✓		
Barnett			
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

CLINTON BASEBALL ASSOCIATION
P.O. BOX 1103
CLINTON, MS 39056

85-27/653

1748

DATE 2/23/07

PAY TO THE ORDER OF Clinton Parks & Rec. $ 2769.51

Two Thousand Seven Hundred Sixty Nine & 51/100 DOLLARS

Security Features Included. Details on Back.

Trustmark National Bank Jackson, MS

MEMO #5 Improvements

J. Willy

MP

⑆065300279⑆ ⑈1000402795⑈ 1748

© DELUXE HOME ACCOUNTANT DBK SAFETY PAPER

CLINTON BASEBALL ASSOCIATION
P.O. BOX 1103
CLINTON, MS 39056

85-27/653

1747

DATE 2/23/07

PAY TO THE ORDER OF Clinton Parks & Rec. $ 2649.00

Two Thousand Six Hundred Forty Nine & 00/100 DOLLARS

Security Features Included. Details on Back.

Trustmark National Bank Jackson, MS

MEMO Cement / Concessions

J. Willy

MP

⑆065300279⑆ ⑈1000402795⑈ 1747

© DELUXE HOME ACCOUNTANT DBK SAFETY PAPER

BOARD APPROVED
MAR 0 6 2007
CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: MARCH 6, 2007 AGENDA ITEM NO. 11.

CONSENT AGENDA: $ TO: BOARD APPROVED

FOR: MAR 0 6 2007

ACCOUNT NO: CITY OF CLINTON

INTRODUCED BY:

DISCUSSION/ACTION: Resolution Granting an Additional Five-Year Tax Exemption to Gulf State Canners, Inc. in the Amount of $801,516.87 from January 1, 2007 and Ending December 31, 2011

INTRODUCED BY: ~~Russell Wall, City Clerk~~ Mayor Aultman

BOARD ACTION: MOTION MADE BY: Hisaw

SECONDED BY: Brabham

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Fisher	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

FINAL RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF CLINTON, MISSISSIPPI GRANTING EXEMPTION FROM AD VALOREM TAXES

BOARD APPROVED

MAR 0 6 2007

CITY OF CLINTON

The Mayor and Board of Aldermen next took up for consideration the matter of granting tax exemption from ad valorem taxes for Gulf States Canners, Inc. and the following Resolution, being first reduced to writing, was introduced:

> RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, GRANTING **FINAL APPROVAL** OF AD VALOREM TAX EXEMPTION FOR AN ADDITIONAL FIVE-YEAR PERIOD TO GULF STATES CANNERS, INC., AS AUTHORIZED BY SECTION 27-31-101, ET SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

Whereas Gulf States Canners, Inc. is authorized to do business and is doing business in Clinton, Hinds County, Mississippi, filed with the Mayor and Board of Aldermen of Clinton, Mississippi, an application for exemption from ad valorem taxes, except State and Clinton Public School District, for an initial period of five years as authorized by Section 27-31-101, et seq., of the Mississippi Code of 1972, as amended, said Application having been approved by this body for submission to the Mississippi State Tax Commission which in turn certified that the properties described in the Application are eligible for exemption in accordance with the provisions of the aforementioned Section;

Now, therefore, it is ordered by the Mayor and Board of Aldermen, Clinton, Mississippi, that the Application of Gulf States Canners, Inc. is hereby approved and that the property

BOARD APPROVED

MAR 0 6 2007

CITY OF CLINTON

described in Exhibit A to the Application with a true value of $801,516.87 is exempt from all ad valorem taxation, except State and Clinton Public School District taxation, for an additional five-year period beginning January 1, 2007 and ending December 31, 2011.

So ordered, this the 6th day of March, 2007.

Rosemary G. Aultman

Rosemary G. Aultman, Mayor

ATTEST:

Russell L. Wall

Russell L. Wall, City Clerk

(SEAL)

RECEIVED
DEC 2 8 2006
OFFICE OF THE CITY CLERK
CITY OF CLINTON

APPLICATION OF GULF STATES CANNERS, INC.,
FOR AN EXTENSION OF AN EXEMPTION
FROM AD VALOREM TAXES FOR AN ADDITIONAL FIVE YEARS
BEGINNING JANUARY 1, 2007, AND ENDING DECEMBER 31, 2011

TO THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, HINDS COUNTY, MISSISSIPPI:

Gulf States Canners, Inc., files this its Application in quadruplicate for a continuation of the exemption from ad valorem taxation on the hereinafter described equipment and respectfully represents unto the Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi, as follows:

(1)

Applicant, Gulf States, Canners, Inc., is a Mississippi corporation domiciled in the City of Clinton, Hinds County, Mississippi, where it has continuously operated as a manufacturer and processor as contemplated by the pertinent laws of the State of Mississippi, particularly Title 27, Chapter 31, Mississippi Code of 1972. Applicant began its operations in Hinds County in 1972.

(2)

By Final Resolution of this Board dated 8-20-02, this Board granted a five (5) year ad valorem tax exemption, except state and School District ad valorem taxes, for a period of five (5) years from December 31, 2001, and ending on the 30 th day of December, 2006, which exemption covered the equipment described in Exhibit "A" hereto and made a part hereof for all purposes and the raw materials and work in process used in connection with or produced by said equipment.

(3)

The subject exemption was granted to Applicant for the said five (5) year period with the understanding that the Applicant could apply for the additional five (5) years for which provision

is made in Section 27-31-105 of the Mississippi Code of 1972, as amended.

(4)

Applicant further requests ad valorem tax exemption, except for School District taxes, for the above described period for finished goods and manufactured products owned by or remaining in the hands of Applicant at its plant in the Clinton Industrial Park as authorized by Section 27-31-7 of the Mississippi Code of 1972.

(5)

Applicant employs at its plant in the Clinton Industrial Park approximately seventy-eight (78) employees with an estimated annual payroll of $2,513,137.00. Additionally, the operations of the Applicant have created numerous additional jobs for firms in Hinds County, Mississippi, supplying trucking services for the transportation of Applicant's products and other services required in the conducting of Applicant's business.

(5)

Applicant employs at its plant in the Clinton Industrial Park approximately seventy-eight (78) persons, of which sixty percent (60%) reside in Hinds County.

(6)

Applicant has fulfilled and will continue to fulfill the requirements of this Board entitling Applicant to an extension of the exemption herein sought.

Wherefore, Applicant prays that this Board will enter a finding extending Applicant's exemption on the equipment described in Exhibit "A" for a period beginning January 1, 2007, and ending December 31, 2011, and further extending Applicant's exemption on the raw materials and

work in process used in connection with or produced by the within described equipment, and the finished goods and manufactured products owned by or remaining in the hands of Applicant at its plant in the Clinton Industrial Park as authorized by Section 27-31-7 of the Mississippi Code of 1972.

Respectfully submitted, this the 28 day of September, 2006.

GULF STATES CANNERS, INC.

BY: Randy Lee
Randy Lee, General Manager

Marion Smith

MARION SMITH-MSB #7628
TRULY, SMITH & LATHAM, P.L.L.C.
P.O. BOX 1307
NATCHEZ, MS 39121
(601) 442-6495
ATTORNEYS FOR APPLICANT,
GULF STATES CANNERS, INC.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, RANDY LEE, who being by me first placed on oath, deposes and says:

Affiant is the duly constituted, acting and serving General Manager of Gulf States Canners, Inc., the Applicant named in the above and foregoing Application for extension of tax exemption addressed to the Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi, and as such, is duly authorized to execute, file and present this Application on behalf of the Corporate Applicant.

All of the matters and facts set forth in the above and foregoing Application are true and correct as therein stated.

Randy Lee
RANDY LEE

Sworn to and subscribed
before me, this the 28 day
of September, 2006.

Deanna Tyer
Notary Public

DEANNA TYER, YAZOO COUNTY, MS
NOTARY
My Commission Expires
June 11, 2008
PUBLIC

MY COMMISSION EXPIRES: June 11, 2008

RECEIVED
DEC 2 8 2006
OFFICE OF THE CITY CLERK
CITY OF CLINTON

APPLICATION OF GULF STATES CANNERS, INC.,
FOR AN EXTENSION OF AN EXEMPTION
FROM AD VALOREM TAXES FOR AN ADDITIONAL FIVE YEARS
BEGINNING JANUARY 1, 2007, AND ENDING DECEMBER 31, 2011

TO THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, HINDS COUNTY, MISSISSIPPI:

Gulf States Canners, Inc., files this its Application in quadruplicate for a continuation of the exemption from ad valorem taxation on the hereinafter described equipment and respectfully represents unto the Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi, as follows:

(1)

Applicant, Gulf States, Canners, Inc., is a Mississippi corporation domiciled in the City of Clinton, Hinds County, Mississippi, where it has continuously operated as a manufacturer and processor as contemplated by the pertinent laws of the State of Mississippi, particularly Title 27, Chapter 31, Mississippi Code of 1972. Applicant began its operations in Hinds County in 1972.

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The subject exemption was granted to Applicant for the said five (5) year period with the understanding that the Applicant could apply for the additional five (5) years for which provision

is made in Section 27-31-105 of the Mississippi Code of 1972, as amended.

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Applicant has fulfilled and will continue to fulfill the requirements of this Board entitling Applicant to an extension of the exemption herein sought.

Wherefore, Applicant prays that this Board will enter a finding extending Applicant's exemption on the equipment described in Exhibit "A" for a period beginning January 1, 2007, and ending December 31, 2011, and further extending Applicant's exemption on the raw materials and

work in process used in connection with or produced by the within described equipment, and the finished goods and manufactured products owned by or remaining in the hands of Applicant at its plant in the Clinton Industrial Park as authorized by Section 27-31-7 of the Mississippi Code of 1972.

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GULF STATES CANNERS, INC.

BY: Randy Lee
Randy Lee, General Manager

Marion Smith

MARION SMITH-MSB #7628
TRULY, SMITH & LATHAM, P.L.L.C.
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(601) 442-6495
ATTORNEYS FOR APPLICANT,
GULF STATES CANNERS, INC.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, RANDY LEE, who being by me first placed on oath, deposes and says:

Affiant is the duly constituted, acting and serving General Manager of Gulf States Canners, Inc., the Applicant named in the above and foregoing Application for extension of tax exemption addressed to the Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi, and as such, is duly authorized to execute, file and present this Application on behalf of the Corporate Applicant.

All of the matters and facts set forth in the above and foregoing Application are true and correct as therein stated.

Randy Lee
RANDY LEE

Sworn to and subscribed
before me, this the 28 day
of September, 2006.

Deanna Dyer
Notary Public

MY COMMISSION EXPIRES: June 11, 2008

EXHIBIT "A"

ASSET #	ASSET NAME	AMOUNT
20101 &		
20102	2 - 6400 AUTO CASE PALLETIZERS	$535,165.07
20103	L2 FILLER PULL DOWN CAM	15,842.04
20104	L1 BELT FOR ACCUM TABLE	5,144.15
20105	L2 BELT FOR ACCUM TABLE	8,825.87
20106	2 SLABS IN WAREHOUSE	7,623.75
20109	COMPUTER NETWORKING	34,878.54
20110	WALK BEHIND FLOOR SCRUBBER	7,589.12
20113	REPAIR FLR DRAINS IN SYRUP MIX RM	24,403.16
20115	AWNINGS AT RECEIVING DOCKS	11,463.98
20116	GENESYS 2 SPECTROPHOTOMETER	10,494.06
20117	CONVERSION KITS FOR HNG HEATER 3	8,470.12
20118	DEPAL SWEED CHOPPER	2,669.45
20119	CIP	6,837.29
20111	FLYGHT PUMP	3,499.95
20114	2 HANGING SPACE HTRS WHSE	4,536.21
20120	SLAB AT LOADING DOCK	4,708.00
20122	LINE 1 VACUUM DROP	6,998.43
20123	COMPRESSOR OIL SEPARATOR SYSTEM	9,686.30
20126	GEARBOX FOR WASTE WATER	2,365.16
20127	MOTOR FOR LINE 1 COMPRESSORS	2,371.18
20128	GEARBOX LINE 1 FILLER	6,793.51
20129	SIDEWALL PROP FANS	15,910.64
20130	FORKLIFT - N19H380	27,263.13
20131	FORKLIFT - N19H381	27,263.13
20132	DELL LAPTOP COMPUTER - OFFICE	3,066.63
20133 &		
20134	2 - CPU EMC T3100 COMPUTERS	1,323.08
20135	RAPID MIXER IMPELLER	5,151.46
20136 &		
20137	2 - CPU EMC T1090 COMPUTERS	1,173.46
TOTAL		$801,516.87

RAW MATERIALS ESTIMATED NOT TO EXCEED $2,000,000.00.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON, HINDS COUNTY, MISSISSIPPI,
GRANTING EXEMPTION FROM AD VALOREM TAXES

RECEIVED
DEC 2 8 2006
OFFICE OF THE CITY CLERK
CITY OF CLINTON

The Board next took up for consideration the matter of ratifying and continuing the tax exemption from ad valorem taxes for Gulf States Canners, Inc., for the period beginning January 1, 2007, and ending December 31, 2011, and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON, HINDS COUNTY, MISSISSIPPI,
EXTENDING THE AD VALOREM TAX EXEMPTION
PREVIOUSLY GRANTED TO GULF STATES CANNERS, INC.,
FOR ADDITIONS TO AND EXPANSIONS OF
ITS FACILITIES AND PROPERTIES IN THE
CLINTON INDUSTRIAL PARK,
HINDS COUNTY, MISSISSIPPI.

WHEREAS, Gulf States Canners, Inc., filed in quadruplicate with this Board its Application for an extension of the ad valorem tax exemption heretofore granted on certain additions, expansions and equipment replacements having a value of $869,447.58;

WHEREAS, tax exemption was granted to the Applicant for a five (5) year period beginning December 31, 2001, and ending December 30, 2007, as evidenced by Final Resolution of this Board dated 8-20-02;

WHEREAS, Applicant is entitled to a continuation of the exemption upon those items described in Exhibit "A" attached to the Application, a copy of which Exhibit "A" is attached hereto, and to a continuation of the exemption on the raw materials and work in process used in connection with or produced by the said equipment;

WHEREAS, Applicant is entitled to a continuation of the exemption for finished goods and manufactured products owned by or remaining in the hands of Applicant at its plant in the Clinton

Industrial Park as authorized by Section 27-31-7 of the Mississippi Code of 1972; and,

WHEREAS, this Board finds that the property described in Exhibit "A" attached to the Application constitutes part of an industrial enterprise of public utility and that the Applicant has complied with the regulations of this Board and, therefore, is entitled to an additional exemption of five (5) years commencing on the 1st day of January, 2007, and ending on the 31st day of December, 2011.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi, as follows:

1. Applicant, Gulf States Canners, Inc., has complied with the rules and regulations of this Board thereby entitling it to an extension of the ad valorem tax exemption on those items described in Exhibit "A" attached hereto and made a part hereof, and on the raw materials and work in process used in connection with or produced by the said equipment, and for finished goods and manufactured products owned by or remaining in the hands of Applicant at its plant in the Clinton Industrial Park as authorized by Section 27-31-7 of the Mississippi Code of 1972.

2. The ad valorem tax exemption heretofore granted by this Board to Gulf States Canners, Inc., on those items described in Exhibit "A" and the raw materials and work in process and finished goods and manufactured products owned by or remaining in the hands of Applicant at its plant in the Clinton Industrial Park as authorized by Section 27-31-7 of the Mississippi Code of 1972, is hereby ratified and confirmed for a second five (5) year period commencing on the 1st day of January, 2007, and ending on the 31st day of December, 2011.

3. A certified copy of this Resolution be furnished to the Hinds County Tax Assessor's office.

After a full discussion of this matter, Mr. _____ moved that the foregoing Resolution be adopted, and said motion was seconded by Mr. _____, and upon the question being put to a vote, the Resolution was unanimously adopted by the affirmative vote of the members of the Board of Aldermen of the City of Clinton, Hinds County, present.

Whereupon, the foregoing Resolution was declared passed and adopted at a regular meeting of the Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi, on this the ___ day of _____, 2006.

CITY OF CLINTON, MISSISSIPPI

BY:_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATE OF HINDS COUNTY TAX ASSESSOR

STATE OF MISSISSIPPI

COUNTY OF HINDS

I, Mike Barnes, Tax Assessor of Hinds County, Mississippi, do hereby certify that the above and foregoing property was entered on the "State Tax Only" or other appropriate tax roll on the ___ day of _____, 2006, at _____ __.M., for a period of five (5) years from and after the 1st day of January, 2007.

This the ___ day of _____, 2006.

_____
MIKE BARNES, TAX ASSESSOR

SEAL

EXHIBIT "A"

ASSET #	ASSET NAME	AMOUNT
20101 &		
20102	2 - 6400 AUTO CASE PALLETIZERS	$535,165.07
20103	L2 FILLER PULL DOWN CAM	15,842.04
20104	L1 BELT FOR ACCUM TABLE	5,144.15
20105	L2 BELT FOR ACCUM TABLE	8,825.87
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20137	2 - CPU EMC T1090 COMPUTERS	1,173.46
TOTAL		$801,516.87

RAW MATERIALS ESTIMATED NOT TO EXCEED $2,000,000.00.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON, HINDS COUNTY, MISSISSIPPI,
GRANTING EXEMPTION FROM AD VALOREM TAXES

The Board next took up for consideration the matter of ratifying and continuing the tax exemption from ad valorem taxes for Gulf States Canners, Inc., for the period beginning January 1, 2007, and ending December 31, 2011, and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON, HINDS COUNTY, MISSISSIPPI,
EXTENDING THE AD VALOREM TAX EXEMPTION
PREVIOUSLY GRANTED TO GULF STATES CANNERS, INC.,
FOR ADDITIONS TO AND EXPANSIONS OF
ITS FACILITIES AND PROPERTIES IN THE
CLINTON INDUSTRIAL PARK,
HINDS COUNTY, MISSISSIPPI.

WHEREAS, Gulf States Canners, Inc., filed in quadruplicate with this Board its Application for an extension of the ad valorem tax exemption heretofore granted on certain additions, expansions and equipment replacements having a value of $869,447.58;

WHEREAS, tax exemption was granted to the Applicant for a five (5) year period beginning December 31, 2001, and ending December 30, 2007, as evidenced by Final Resolution of this Board dated 8-20-02;

WHEREAS, Applicant is entitled to a continuation of the exemption upon those items described in Exhibit "A" attached to the Application, a copy of which Exhibit "A" is attached hereto, and to a continuation of the exemption on the raw materials and work in process used in connection with or produced by the said equipment;

WHEREAS, Applicant is entitled to a continuation of the exemption for finished goods and manufactured products owned by or remaining in the hands of Applicant at its plant in the Clinton

Industrial Park as authorized by Section 27-31-7 of the Mississippi Code of 1972; and,

WHEREAS, this Board finds that the property described in Exhibit "A" attached to the Application constitutes part of an industrial enterprise of public utility and that the Applicant has complied with the regulations of this Board and, therefore, is entitled to an additional exemption of five (5) years commencing on the 1st day of January, 2007, and ending on the 31st day of December, 2011.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi, as follows:

1. Applicant, Gulf States Canners, Inc., has complied with the rules and regulations of this Board thereby entitling it to an extension of the ad valorem tax exemption on those items described in Exhibit "A" attached hereto and made a part hereof, and on the raw materials and work in process used in connection with or produced by the said equipment, and for finished goods and manufactured products owned by or remaining in the hands of Applicant at its plant in the Clinton Industrial Park as authorized by Section 27-31-7 of the Mississippi Code of 1972.

2. The ad valorem tax exemption heretofore granted by this Board to Gulf States Canners, Inc., on those items described in Exhibit "A" and the raw materials and work in process and finished goods and manufactured products owned by or remaining in the hands of Applicant at its plant in the Clinton Industrial Park as authorized by Section 27-31-7 of the Mississippi Code of 1972, is hereby ratified and confirmed for a second five (5) year period commencing on the 1st day of January, 2007, and ending on the 31st day of December, 2011.

3. A certified copy of this Resolution be furnished to the Hinds County Tax Assessor's office.

After a full discussion of this matter, Mr. _____ moved that the foregoing Resolution be adopted, and said motion was seconded by Mr. _____, and upon the question being put to a vote, the Resolution was unanimously adopted by the affirmative vote of the members of the Board of Aldermen of the City of Clinton, Hinds County, present.

Whereupon, the foregoing Resolution was declared passed and adopted at a regular meeting of the Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi, on this the ___ day of _____, 2006.

CITY OF CLINTON, MISSISSIPPI

BY:_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATE OF HINDS COUNTY TAX ASSESSOR

STATE OF MISSISSIPPI

COUNTY OF HINDS

I, Mike Barnes, Tax Assessor of Hinds County, Mississippi, do hereby certify that the above and foregoing property was entered on the "State Tax Only" or other appropriate tax roll on the ___ day of _____, 2006, at _____ __.M., for a period of five (5) years from and after the 1st day of January, 2007.

This the ___ day of _____, 2006.

_____
MIKE BARNES, TAX ASSESSOR

SEAL

EXHIBIT "A"

ASSET #	ASSET NAME	AMOUNT
20101 &		
20102	2 - 6400 AUTO CASE PALLETIZERS	$535,165.07
20103	L2 FILLER PULL DOWN CAM	15,842.04
20104	L1 BELT FOR ACCUM TABLE	5,144.15
20105	L2 BELT FOR ACCUM TABLE	8,825.87
20106	2 SLABS IN WAREHOUSE	7,623.75
20109	COMPUTER NETWORKING	34,878.54
20110	WALK BEHIND FLOOR SCRUBBER	7,589.12
20113	REPAIR FLR DRAINS IN SYRUP MIX RM	24,403.16
20115	AWNINGS AT RECEIVING DOCKS	11,463.98
20116	GENESYS 2 SPECTROPHOTOMETER	10,494.06
20117	CONVERSION KITS FOR HNG HEATER 3	8,470.12
20118	DEPAL SWEED CHOPPER	2,669.45
20119	CIP	6,837.29
20111	FLYGHT PUMP	3,499.95
20114	2 HANGING SPACE HTRS WHSE	4,536.21
20120	SLAB AT LOADING DOCK	4,708.00
20122	LINE 1 VACUUM DROP	6,998.43
20123	COMPRESSOR OIL SEPARATOR SYSTEM	9,686.30
20126	GEARBOX FOR WASTE WATER	2,365.16
20127	MOTOR FOR LINE 1 COMPRESSORS	2,371.18
20128	GEARBOX LINE 1 FILLER	6,793.51
20129	SIDEWALL PROP FANS	15,910.64
20130	FORKLIFT - N19H380	27,263.13
20131	FORKLIFT - N19H381	27,263.13
20132	DELL LAPTOP COMPUTER - OFFICE	3,066.63
20133 &		
20134	2 - CPU EMC T3100 COMPUTERS	1,323.08
20135	RAPID MIXER IMPELLER	5,151.46
20136 &		
20137	2 - CPU EMC T1090 COMPUTERS	1,173.46
TOTAL		$801,516.87

RAW MATERIALS ESTIMATED NOT TO EXCEED $2,000,000.00.

RECEIVED
DEC 2 8 2006
OFFICE OF THE CITY CLERK
CITY OF CLINTON

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON, HINDS COUNTY, MISSISSIPPI,
GRANTING EXEMPTION FROM AD VALOREM TAXES

The Board next took up for consideration the matter of ratifying and continuing the tax exemption from ad valorem taxes for Gulf States Canners, Inc., for the period beginning January 1, 2007, and ending December 31, 2011, and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON, HINDS COUNTY, MISSISSIPPI,
EXTENDING THE AD VALOREM TAX EXEMPTION
PREVIOUSLY GRANTED TO GULF STATES CANNERS, INC.,
FOR ADDITIONS TO AND EXPANSIONS OF
ITS FACILITIES AND PROPERTIES IN THE
CLINTON INDUSTRIAL PARK,
HINDS COUNTY, MISSISSIPPI.

WHEREAS, Gulf States Canners, Inc., filed in quadruplicate with this Board its Application for an extension of the ad valorem tax exemption heretofore granted on certain additions, expansions and equipment replacements having a value of $869,447.58;

WHEREAS, tax exemption was granted to the Applicant for a five (5) year period beginning December 31, 2001, and ending December 30, 2007, as evidenced by Final Resolution of this Board dated 8-20-02;

WHEREAS, Applicant is entitled to a continuation of the exemption upon those items described in Exhibit "A" attached to the Application, a copy of which Exhibit "A" is attached hereto, and to a continuation of the exemption on the raw materials and work in process used in connection with or produced by the said equipment;

WHEREAS, Applicant is entitled to a continuation of the exemption for finished goods and manufactured products owned by or remaining in the hands of Applicant at its plant in the Clinton

Industrial Park as authorized by Section 27-31-7 of the Mississippi Code of 1972; and,

WHEREAS, this Board finds that the property described in Exhibit "A" attached to the Application constitutes part of an industrial enterprise of public utility and that the Applicant has complied with the regulations of this Board and, therefore, is entitled to an additional exemption of five (5) years commencing on the 1st day of January, 2007, and ending on the 31st day of December, 2011.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi, as follows:

1. Applicant, Gulf States Canners, Inc., has complied with the rules and regulations of this Board thereby entitling it to an extension of the ad valorem tax exemption on those items described in Exhibit "A" attached hereto and made a part hereof, and on the raw materials and work in process used in connection with or produced by the said equipment, and for finished goods and manufactured products owned by or remaining in the hands of Applicant at its plant in the Clinton Industrial Park as authorized by Section 27-31-7 of the Mississippi Code of 1972.

2. The ad valorem tax exemption heretofore granted by this Board to Gulf States Canners, Inc., on those items described in Exhibit "A" and the raw materials and work in process and finished goods and manufactured products owned by or remaining in the hands of Applicant at its plant in the Clinton Industrial Park as authorized by Section 27-31-7 of the Mississippi Code of 1972, is hereby ratified and confirmed for a second five (5) year period commencing on the 1st day of January, 2007, and ending on the 31st day of December, 2011.

3. A certified copy of this Resolution be furnished to the Hinds County Tax Assessor's office.

After a full discussion of this matter, Mr. _____ moved that the foregoing Resolution be adopted, and said motion was seconded by Mr. _____, and upon the question being put to a vote, the Resolution was unanimously adopted by the affirmative vote of the members of the Board of Aldermen of the City of Clinton, Hinds County, present.

Whereupon, the foregoing Resolution was declared passed and adopted at a regular meeting of the Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi, on this the ___ day of _____, 2006.

CITY OF CLINTON, MISSISSIPPI

BY:_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATE OF HINDS COUNTY TAX ASSESSOR

STATE OF MISSISSIPPI

COUNTY OF HINDS

I, Mike Barnes, Tax Assessor of Hinds County, Mississippi, do hereby certify that the above and foregoing property was entered on the "State Tax Only" or other appropriate tax roll on the ___ day of _____, 2006, at _____ __.M., for a period of five (5) years from and after the 1st day of January, 2007.

This the ___ day of _____, 2006.

_____
MIKE BARNES, TAX ASSESSOR

SEAL

EXHIBIT "A"

ASSET #	ASSET NAME	AMOUNT
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20102	2 - 6400 AUTO CASE PALLETIZERS	$535,165.07
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20136 &		
20137	2 - CPU EMC T1090 COMPUTERS	1,173.46
TOTAL		$801,516.87

RAW MATERIALS ESTIMATED NOT TO EXCEED $2,000,000.00.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: March 6, 2007

AGENDA ITEM NO. 12.

BOARD APPROVED

CONSENT AGENDA: $

TO:

MAR 0 6 2007

FOR:

CITY OF CLINTON

ACCOUNT NO.:

INTRODUCED BY:

DISCUSSION/ACTION: Authority for Mayor to sign NRCS documents

Broadway
Vicksburg Rd
Well Site

INTRODUCED BY: Richard L. Broome, P.E.

BOARD ACTION:

MOTION MADE BY: Bishop

SECONDED BY: Barnett

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Fisher	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

OPERATION AND MAINTENANCE AGREEMENT

This Agreement dated _____ is between the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as NRCS, and the following organization, hereinafter referred to as the Sponsor:

CITY OF CLINTON, MS
(Sponsor)

The Sponsor and NRCS agree to carry out the terms of this agreement for the operation and maintenance (O&M) of the following structures to be installed as part of the CITY OF CLINTON EWP in Hinds County, Mississippi. The following structures are a part of the Stream bank and road bank stabilization measures installed under the NRCS Emergency Watershed Protection program in Hinds County MS:

BROADWAY, OLD VICKSBURG ROAD, AND WATER WELL

The Sponsors' responsibility for O&M begins when a structure is determined complete by NRCS. This responsibility shall include the replacement of any component of the structures as needed. This O&M Agreement remains in effect for the program life of 100 years from the date the last structure covered by this Agreement is completed, as determined by NRCS. After the expiration of this O&M Agreement, the Sponsors may still continue to be liable until the structures are removed or modified to eliminate potential hazards.

General

A. The Sponsors shall:

(1) Complete all maintenance, repair, or replacement activities within a reasonable time after the identification of such need.
(2) Obtain prior NRCS approval of all plans, designs, and specifications for any planned alteration to the structures.
(3) Be responsible for the replacement of structure components that have a design life of less duration than the program life of the structure.
(4) Prohibit the installation of any structure or facility that will interfere with the operation or maintenance of the structures.
(5) Notify NRCS of any proposed agreement with other parties for the operation or maintenance of all or any part of the structures, and provide NRCS with a copy of the executed agreement. Such agreements will not negate the sponsors' responsibilities as stated in this agreement.

(6) Comply with the property management standards set forth in the NRCS Contracts, Grants, and Cooperative Agreements Manual, the National Watershed Manual, and all applicable Federal, State, local, and tribal laws and regulations.
(7) Provide NRCS personnel or its agents the right of free access to the structure sites at any reasonable time for the purpose of carrying out the terms of the agreement.
(8) Comply with Federal, State, local, and tribal laws and regulations in the operation and maintenance of the structures; and
(9) Consider air and water quality, sediment control, and other environmental concerns in the operation and maintenance of the structures.
(10) Be responsible for inspecting, operating and performing, or having performed, all operation, maintenance, and replacement activities associated with the structure and their components, as described in the O&M Plans.

B. The NRCS shall:

Upon request of the sponsor(s), and to the extent that its resources permit, provide consultative assistance in the operation, maintenance, and replacement of structures.

Operation and Maintenance Plan

An O&M Plan for the structure is attached to and is incorporated as part of this agreement. An amendment to this agreement incorporating the O&M Plans for the structure will be prepared prior to execution of fund obligating documents.

Inspections and Reports

The Sponsor shall inspect the structures as specified in the O&M Plans.

NRCS may inspect the structures at any reasonable time during the period covered by this agreement. At the discretion of the State Conservationist, NRCS personnel may assist the Sponsor while conducting the inspections.

Records

The Sponsor responsible for O&M of specific structures shall retain a record of all inspections and O&M performed including, costs and completion dates. Records shall be made available to NRCS upon request.

Violations

This O&M Agreement is a legally binding contract which shall be enforced as necessary to protect the interests of the government and the general public.

If NRCS determines that the sponsor(s) fail to comply with the provisions of the O&M Agreement and O&M Plan(s), the sponsor(s) will reimburse the Federal government for the financial assistance provided by NRCS, and the appropriate portions of USDA financial assistance provided for other practices that will be adversely affected by the violation. The Federal government shall have the right to take any further actions it deems necessary.

Review and Revision of this Agreement

This agreement and associated O&M Plans shall be reviewed at least once every 5 years by the sponsors and NRCS. This O&M Agreement and associated O&M Plans may be revised by mutual consent of both the sponsors and NRCS.

By: _____ Title: _____

This action was authorized at an official meeting of the Sponsor named immediately above on

Date: _____ Location: _____

Attest: _____ Title: _____

By: _____ Title: _____

USDA, Natural Resources Conservation Service

By: _____ Title: **State Conservationist**

OPERATION AND MAINTENANCE AGREEMENT

This Agreement dated _____ is between the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as NRCS, and the following organization, hereinafter referred to as the Sponsor:

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(5) Notify NRCS of any proposed agreement with other parties for the operation or maintenance of all or any part of the structures, and provide NRCS with a copy of the executed agreement. Such agreements will not negate the sponsors' responsibilities as stated in this agreement.

(6) Comply with the property management standards set forth in the NRCS Contracts, Grants, and Cooperative Agreements Manual, the National Watershed Manual, and all applicable Federal, State, local, and tribal laws and regulations.
(7) Provide NRCS personnel or its agents the right of free access to the structure sites at any reasonable time for the purpose of carrying out the terms of the agreement.
(8) Comply with Federal, State, local, and tribal laws and regulations in the operation and maintenance of the structures; and
(9) Consider air and water quality, sediment control, and other environmental concerns in the operation and maintenance of the structures.
(10) Be responsible for inspecting, operating and performing, or having performed, all operation, maintenance, and replacement activities associated with the structure and their components, as described in the O&M Plans.

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This agreement and associated O&M Plans shall be reviewed at least once every 5 years by the sponsors and NRCS. This O&M Agreement and associated O&M Plans may be revised by mutual consent of both the sponsors and NRCS.

By: _____ Title: _____

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Date: _____ Location: _____

Attest: _____ Title: _____

By: _____ Title: _____

USDA, Natural Resources Conservation Service

By: _____ Title: **State Conservationist**

OPERATION AND MAINTENANCE AGREEMENT

This Agreement dated _____ is between the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as NRCS, and the following organization, hereinafter referred to as the Sponsor:

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General

A. The Sponsors shall:

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(5) Notify NRCS of any proposed agreement with other parties for the operation or maintenance of all or any part of the structures, and provide NRCS with a copy of the executed agreement. Such agreements will not negate the sponsors' responsibilities as stated in this agreement.

(6) Comply with the property management standards set forth in the NRCS Contracts, Grants, and Cooperative Agreements Manual, the National Watershed Manual, and all applicable Federal, State, local, and tribal laws and regulations.
(7) Provide NRCS personnel or its agents the right of free access to the structure sites at any reasonable time for the purpose of carrying out the terms of the agreement.
(8) Comply with Federal, State, local, and tribal laws and regulations in the operation and maintenance of the structures; and
(9) Consider air and water quality, sediment control, and other environmental concerns in the operation and maintenance of the structures.
(10) Be responsible for inspecting, operating and performing, or having performed, all operation, maintenance, and replacement activities associated with the structure and their components, as described in the O&M Plans.

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Upon request of the sponsor(s), and to the extent that its resources permit, provide consultative assistance in the operation, maintenance, and replacement of structures.

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Inspections and Reports

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NRCS may inspect the structures at any reasonable time during the period covered by this agreement. At the discretion of the State Conservationist, NRCS personnel may assist the Sponsor while conducting the inspections.

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Violations

This O&M Agreement is a legally binding contract which shall be enforced as necessary to protect the interests of the government and the general public.

If NRCS determines that the sponsor(s) fail to comply with the provisions of the O&M Agreement and O&M Plan(s), the sponsor(s) will reimburse the Federal government for the financial assistance provided by NRCS, and the appropriate portions of USDA financial assistance provided for other practices that will be adversely affected by the violation. The Federal government shall have the right to take any further actions it deems necessary.

Review and Revision of this Agreement

This agreement and associated O&M Plans shall be reviewed at least once every 5 years by the sponsors and NRCS. This O&M Agreement and associated O&M Plans may be revised by mutual consent of both the sponsors and NRCS.

By: _____ Title: _____

This action was authorized at an official meeting of the Sponsor named immediately above on

Date: _____ Location: _____

Attest: _____ Title: _____

By: _____ Title: _____

USDA, Natural Resources Conservation Service

By: _____ Title: **State Conservationist**

STATE: MISSISSIPPI
EWP: CITY OF CLINTON

AGREEMENT NO._____

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT
LOCALLY LED CONTRACTING

THIS AGREEMENT, made this _____ day of _____, 2007 by and between **CITY OF CLINTON, MS** called the **Sponsor** and the **Contracting Local Organization**; and the **Natural Resources Conservation Service, United States Department of Agriculture**, called **NRCS**.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsors agree to install emergency watershed protection measures to relieve hazards created by storm of May 10, 2006.

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

A. **It is agreed** that the followings described work is to be performed at an estimated cost of $197,900.00. Any increase in cost must be approved by NRCS before expenses re-incurred.

INSTALLATION OF STREAMBANK STABILIZATION MEASURES ON BROADWAY, OLD VICKSBURG ROAD, AND WATER WELL, CITY OF CLINTON, HINDS COUNTY, MS

B. **The Sponsor will:**

1. Provide 15 percent (cash) of the cost of constructing the emergency watershed protection measures described in Section A. This cost to the sponsor is estimated to be $29,685.00.

2. Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with NRCS programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans for works of improvement will be reviewed and approved by a Professional Engineer **registered in State of Mississippi**, prior to submittal to NRCS.

3. The following individual is designated as the liaison between the sponsor and NRCS:

   Name: _____
   Address: _____
   Telephone No. _____

4. Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising for construction. Certification will be provided on Form NRCS–ADS-78, Assurances Relating to Real Property Acquisition. An Attorney's opinion as to the adequacy of landrights is required.

5. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.

6. Contract for engineering services, professional services, and construction of the emergency watershed protection measures described in Section A in accordance with 7 CFR 3016.36, applicable state requirements and the Sponsor's procurement regulations.

7. Comply with the applicable requirements in *Attachments A and B* to this agreement.

8. Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in *Attachment B* to this agreement.

9. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures.

10. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

11. Pay the contractor as provided in the contract(s). Submit billings for reimbursement of incurred costs to NRCS on Form SF-270, Request for Advance or Reimbursement. The request will be supported by documents that will permit NRCS to reasonably assure itself that such costs were adequately documented, and incurred for the NRCS cost-shared items of work described in Section A of this agreement.

12. Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. EFT procedures will comply with USDA National Finance Center (NFC) requirements.

13. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source selection and evaluation and litigation that may result from the project. Such actions will be at the expense of the sponsor including legal expenses.

14. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.

15. Arrange for and conduct final inspection of completed emergency watershed protection measures. Provide a certification statement to NRCS that the project was installed in accordance with contractual requirements and the terms of this agreement.

16. Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance **(in accordance with the Operation and Maintenance Agreement)**.

17. Be responsible for all administrative expenses necessary to arrange for and carry out the works of improvement described in Section A. These administrative matters include but shall not be limited to facilities, clerical expenses, and legal counsel, including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.

18. Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.

C. NRCS will:

1. Provide 85 percent of the cost of constructing the emergency watershed protection measures described in Section A. This cost to NRCS is estimated to be $168,215.00. The cost will be based on the Sponsors design engineer construction cost estimate or the actual construction contract cost **whichever is less**.

2. Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will periodically check progress and agreement compliance by the Sponsor; and provide advice and counsel as needed.

3. Review and concur will construction plans as identified in Section B. of this agreement.

4. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement.

5. Be available to participate in final inspections.

6. The following individual is designated as the liaison between the Sponsor and NRCS.

Name:	Rogerick Thompson
Address:	322 New Market Drive, Jackson, MS 39209
Telephone No.:	(60l) 965-5682

D. It is mutually agreed that:

1. This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded. All work required under this agreement must be completed by August 30, 2007.

2. The contracts for design services and construction described in Section A will not be awarded to the Sponsor or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.

3. In the event of contractor default, any additional funds properly allocable as construction costs required to ensure completion of the project described in Section A. are to be contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected for the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.

4. This agreement may be amended as mutually agreed by written amendment duly executed by authorized officials of the signatory parties to this agreement.

5. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.

6. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.

7. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

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

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

CITY OF CLINTON, MS

By: _____

Title: _____

Date: _____

This action authorized at an official meeting of _____on the _____ day of _____, 20_ _, at _____

_____,State of Mississippi.

_____
(Signature)

_____
(Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____

Title: _____

Date: _____

STATE: MISSISSIPPI
EWP: CITY OF CLINTON

AGREEMENT NO._____

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT
LOCALLY LED CONTRACTING

THIS AGREEMENT, made this _____ day of _____, 2007 by and between **CITY OF CLINTON, MS** called the **Sponsor** and the **Contracting Local Organization**; and the **Natural Resources Conservation Service, United States Department of Agriculture**, called **NRCS**.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsors agree to install emergency watershed protection measures to relieve hazards created by storm of May 10, 2006.

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

A. **It is agreed** that the followings described work is to be performed at an estimated cost of $197,900.00. Any increase in cost must be approved by NRCS before expenses re-incurred.

INSTALLATION OF STREAMBANK STABILIZATION MEASURES ON BROADWAY, OLD VICKSBURG ROAD, AND WATER WELL, CITY OF CLINTON, HINDS COUNTY, MS

B. **The Sponsor will:**

1. Provide 15 percent (cash) of the cost of constructing the emergency watershed protection measures described in Section A. This cost to the sponsor is estimated to be $29,685.00.

2. Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with NRCS programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans for works of improvement will be reviewed and approved by a Professional Engineer **registered in State of Mississippi**, prior to submittal to NRCS.

3. The following individual is designated as the liaison between the sponsor and NRCS:

   Name: _____
   Address: _____
   Telephone No. _____

4. Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising for construction. Certification will be provided on Form NRCS–ADS-78, Assurances Relating to Real Property Acquisition. An Attorney's opinion as to the adequacy of landrights is required.

5. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.

6. Contract for engineering services, professional services, and construction of the emergency watershed protection measures described in Section A in accordance with 7 CFR 3016.36, applicable state requirements and the Sponsor's procurement regulations.

7. Comply with the applicable requirements in *Attachments A and B* to this agreement.

8. Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in *Attachment B* to this agreement.

9. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures.

10. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

11. Pay the contractor as provided in the contract(s). Submit billings for reimbursement of incurred costs to NRCS on Form SF-270, Request for Advance or Reimbursement. The request will be supported by documents that will permit NRCS to reasonably assure itself that such costs were adequately documented, and incurred for the NRCS cost-shared items of work described in Section A of this agreement.

12. Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. EFT procedures will comply with USDA National Finance Center (NFC) requirements.

13. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source selection and evaluation and litigation that may result from the project. Such actions will be at the expense of the sponsor including legal expenses.

14. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.

15. Arrange for and conduct final inspection of completed emergency watershed protection measures. Provide a certification statement to NRCS that the project was installed in accordance with contractual requirements and the terms of this agreement.

16. Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance **(in accordance with the Operation and Maintenance Agreement)**.

17. Be responsible for all administrative expenses necessary to arrange for and carry out the works of improvement described in Section A. These administrative matters include but shall not be limited to facilities, clerical expenses, and legal counsel, including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.

18. Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.

C. NRCS will:

1. Provide 85 percent of the cost of constructing the emergency watershed protection measures described in Section A. This cost to NRCS is estimated to be $168,215.00. The cost will be based on the Sponsors design engineer construction cost estimate or the actual construction contract cost **whichever is less**.

2. Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will periodically check progress and agreement compliance by the Sponsor; and provide advice and counsel as needed.

3. Review and concur will construction plans as identified in Section B. of this agreement.

4. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement.

5. Be available to participate in final inspections.

6. The following individual is designated as the liaison between the Sponsor and NRCS.

Name:	Rogerick Thompson
Address:	322 New Market Drive, Jackson, MS 39209
Telephone No.:	(60l) 965-5682

D. It is mutually agreed that:

1. This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded. All work required under this agreement must be completed by August 30, 2007.

2. The contracts for design services and construction described in Section A will not be awarded to the Sponsor or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.

3. In the event of contractor default, any additional funds properly allocable as construction costs required to ensure completion of the project described in Section A. are to be contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected for the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.

4. This agreement may be amended as mutually agreed by written amendment duly executed by authorized officials of the signatory parties to this agreement.

5. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.

6. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.

7. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

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

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

CITY OF CLINTON, MS

By: _____

Title: _____

Date: _____

This action authorized at an official meeting of _____on the _____ day of _____, 20_ _, at _____

_____,State of Mississippi.

_____
(Signature)

_____
(Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____

Title: _____

Date: _____

STATE: MISSISSIPPI
EWP: CITY OF CLINTON

AGREEMENT NO._____

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT
LOCALLY LED CONTRACTING

THIS AGREEMENT, made this _____ day of _____, 2007 by and between **CITY OF CLINTON, MS** called the **Sponsor** and the **Contracting Local Organization**; and the **Natural Resources Conservation Service, United States Department of Agriculture**, called **NRCS**.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsors agree to install emergency watershed protection measures to relieve hazards created by storm of May 10, 2006.

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

A. **It is agreed** that the followings described work is to be performed at an estimated cost of $197,900.00. Any increase in cost must be approved by NRCS before expenses re-incurred.

INSTALLATION OF STREAMBANK STABILIZATION MEASURES ON BROADWAY, OLD VICKSBURG ROAD, AND WATER WELL, CITY OF CLINTON, HINDS COUNTY, MS

B. **The Sponsor will:**

1. Provide 15 percent (cash) of the cost of constructing the emergency watershed protection measures described in Section A. This cost to the sponsor is estimated to be $29,685.00.

2. Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with NRCS programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans for works of improvement will be reviewed and approved by a Professional Engineer **registered in State of Mississippi**, prior to submittal to NRCS.

3. The following individual is designated as the liaison between the sponsor and NRCS:

   Name: _____
   Address: _____
   Telephone No. _____

4. Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising for construction. Certification will be provided on Form NRCS–ADS-78, Assurances Relating to Real Property Acquisition. An Attorney's opinion as to the adequacy of landrights is required.

5. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.

6. Contract for engineering services, professional services, and construction of the emergency watershed protection measures described in Section A in accordance with 7 CFR 3016.36, applicable state requirements and the Sponsor's procurement regulations.

7. Comply with the applicable requirements in *Attachments A and B* to this agreement.

8. Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in *Attachment B* to this agreement.

9. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures.

10. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

11. Pay the contractor as provided in the contract(s). Submit billings for reimbursement of incurred costs to NRCS on Form SF-270, Request for Advance or Reimbursement. The request will be supported by documents that will permit NRCS to reasonably assure itself that such costs were adequately documented, and incurred for the NRCS cost-shared items of work described in Section A of this agreement.

12. Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. EFT procedures will comply with USDA National Finance Center (NFC) requirements.

13. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source selection and evaluation and litigation that may result from the project. Such actions will be at the expense of the sponsor including legal expenses.

14. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.

15. Arrange for and conduct final inspection of completed emergency watershed protection measures. Provide a certification statement to NRCS that the project was installed in accordance with contractual requirements and the terms of this agreement.

16. Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance **(in accordance with the Operation and Maintenance Agreement)**.

17. Be responsible for all administrative expenses necessary to arrange for and carry out the works of improvement described in Section A. These administrative matters include but shall not be limited to facilities, clerical expenses, and legal counsel, including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.

18. Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.

C. NRCS will:

1. Provide 85 percent of the cost of constructing the emergency watershed protection measures described in Section A. This cost to NRCS is estimated to be $168,215.00. The cost will be based on the Sponsors design engineer construction cost estimate or the actual construction contract cost **whichever is less**.

2. Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will periodically check progress and agreement compliance by the Sponsor; and provide advice and counsel as needed.

3. Review and concur will construction plans as identified in Section B. of this agreement.

4. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement.

5. Be available to participate in final inspections.

6. The following individual is designated as the liaison between the Sponsor and NRCS.

Name:	Rogerick Thompson
Address:	322 New Market Drive, Jackson, MS 39209
Telephone No.:	(60l) 965-5682

D. It is mutually agreed that:

1. This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded. All work required under this agreement must be completed by August 30, 2007.

2. The contracts for design services and construction described in Section A will not be awarded to the Sponsor or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.

3. In the event of contractor default, any additional funds properly allocable as construction costs required to ensure completion of the project described in Section A. are to be contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected for the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.

4. This agreement may be amended as mutually agreed by written amendment duly executed by authorized officials of the signatory parties to this agreement.

5. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.

6. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.

7. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

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

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

CITY OF CLINTON, MS

By: _____

Title: _____

Date: _____

This action authorized at an official meeting of _____on the _____ day of _____, 20_ _, at _____

_____,State of Mississippi.

_____
(Signature)

_____
(Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____

Title: _____

Date: _____

ATTACHMENT B

I. EQUAL OPPORTUNITY (SCS-AS-83)

II. EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION) (SCS-AS-83)

III. NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

VI. CERTIFICATION OF NONSEGREGATED FACILITIES (SCS-AS-818)

VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

ATTACHMENT B - SPECIAL PROVISIONS

CONSTRUCTION

I - EQUAL OPPORTUNITY

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

II - EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

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

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

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

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

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

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

6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September

24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

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

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

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

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

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

(a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local

Organization will itself perform a federally assisted construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause.

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

IV - NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

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

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

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

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

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

SCS-AS-818
Rev. 4-70
File Code AS-14

VI - CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

S
H

_____
Contractor

_____
Signature

_____
Title Date

VII - STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

(EXECUTIVE ORDER 11246)

I. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract act Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 94 1.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cub Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through as association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The" overall good faith performance by other Contractors or Subcontractors toward a goal in

an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7. a. through 7. p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the *Federal Register* in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractors obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractors compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all at which the Contractors employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractors obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current fist of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral

from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not refer-red back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in e file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.

e. Develop on-the 'job training opportunities and/or participate in training programs for the area which expressly include minorities, and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractors employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. above.

f Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posing the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy ande action obligations under these specifications with all employees having any responsible for hiring, assessment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Fore etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contract's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipate doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minorities and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other, training by any recruitment sources, the Contractor shall send written

notification, to organizations such as the above, describing the openings, screening procedure, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractors workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classification work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7.a- through 7.p). The efforts of a contractor association, joint contractor-union, contractor-community, or other share group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 7.a. through 7.p. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractors minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to

take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easy understandable and retrievable form however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

14. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ATTACHMENT B

I. EQUAL OPPORTUNITY (SCS-AS-83)

II. EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION) (SCS-AS-83)

III. NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

VI. CERTIFICATION OF NONSEGREGATED FACILITIES (SCS-AS-818)

VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

ATTACHMENT B - SPECIAL PROVISIONS

CONSTRUCTION

I - EQUAL OPPORTUNITY

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

II - EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

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

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

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

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

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

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

6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September

24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

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

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

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

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

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

(a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local

Organization will itself perform a federally assisted construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause.

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

IV - NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

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

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

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

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

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

SCS-AS-818
Rev. 4-70
File Code AS-14

VI - CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

_____
Contractor

_____
Signature

_____
Title Date

VII - STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

(EXECUTIVE ORDER 11246)

I. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract act Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 94 1.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cub Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through as association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The" overall good faith performance by other Contractors or Subcontractors toward a goal in

an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7. a. through 7. p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the *Federal Register* in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractors obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractors compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all at which the Contractors employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractors obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current fist of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral

from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not refer-red back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in e file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.

e. Develop on-the 'job training opportunities and/or participate in training programs for the area which expressly include minorities, and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractors employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. above.

f Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posing the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy ande action obligations under these specifications with all employees having any responsible for hiring, assessment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Fore etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contract's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipate doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minorities and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other, training by any recruitment sources, the Contractor shall send written

notification, to organizations such as the above, describing the openings, screening procedure, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractors workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classification work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7.a- through 7.p). The efforts of a contractor association, joint contractor-union, contractor-community, or other share group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 7.a. through 7.p. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractors minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to

take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easy understandable and retrievable form however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

14. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ATTACHMENT B

I. EQUAL OPPORTUNITY (SCS-AS-83)

II. EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION) (SCS-AS-83)

III. NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

VI. CERTIFICATION OF NONSEGREGATED FACILITIES (SCS-AS-818)

VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

ATTACHMENT B - SPECIAL PROVISIONS

CONSTRUCTION

I - EQUAL OPPORTUNITY

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

II - EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

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

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

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

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

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

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

6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September

24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

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

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

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

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

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

(a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local

Organization will itself perform a federally assisted construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause.

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

IV - NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

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

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

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

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

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

SCS-AS-818
Rev. 4-70
File Code AS-14

VI - CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

S
H

_____
Contractor

_____
Signature

_____
Title Date

VII - STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

(EXECUTIVE ORDER 11246)

I. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract act Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 94 1.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cub Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through as association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The" overall good faith performance by other Contractors or Subcontractors toward a goal in

an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7. a. through 7. p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the *Federal Register* in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractors obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractors compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all at which the Contractors employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractors obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current fist of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral

from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not refer-red back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in e file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.

e. Develop on-the 'job training opportunities and/or participate in training programs for the area which expressly include minorities, and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractors employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. above.

f Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posing the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy ande action obligations under these specifications with all employees having any responsible for hiring, assessment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Fore etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contract's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipate doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minorities and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other, training by any recruitment sources, the Contractor shall send written

notification, to organizations such as the above, describing the openings, screening procedure, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractors workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classification work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7.a- through 7.p). The efforts of a contractor association, joint contractor-union, contractor-community, or other share group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 7.a. through 7.p. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractors minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to

take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easy understandable and retrievable form however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

14. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

EMERGENCY WATERSHED PROTECTION

OPERATION AND MAINTENANCE PLAN

BROADWAY, OLD VICKSBURG ROAD, AND WATER WELL
CITY OF CLINTON, HINDS COUNTY, MS

I. Operation

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

II. Maintenance

A. The channel should be maintained in such a way as to keep it free of any debris, silt bars or other obstructions that will reduce its capacity. Vegetation or other bank stabilization measures should be used to prevent erosion. The undesirable vegetation should be cut or sprayed with approved herbicides and removed from the channel. An access road should be maintained along side the channel for each maintenance.

B. It is anticipated that the following items of maintenance, repair, or replacement will be needed during the effective life of the measure.

1. Vegetation

a. Reseed, resod, and fertilize areas of poor stand or areas destroyed by erosion, freezing, or drought. If necessary, restore eroded areas before reseeding.

b. Cut or spray with approved herbicide and remove undesirable vegetation. observe ordinances regarding spraying and burning.

c. Fertilize vegetation as required to maintain a vigorous stand.

d. Control grazing to insure proper vegetative cover.

e. Mow grass at regular intervals to maintain optimum cover.

2. Channels - lined and unlined

a. Remove sand and gravel bars and properly dispose of them outside the channel perimeter.

b. Remove and properly dispose of debris. Give special attention to removal and proper disposal of debris and repair of erosion damage at structures.

c. Replace, reinforce, or extend riprap where needed. Make repairs to grade control structures where needed.

d. Keep access roads for maintenance and maintenance travelways in usable conditions.

e. Maintain dikes and spoil to divert water to protected inlets and prevent overbank flow.

f. Renovate channel banks damaged by storm flow.

g. Rehabilitate damaged pipe inlets from fields or side channels. Replace eroded soil adjacent to structures.

C. The estimated average annual cost of providing the necessary maintenance for this measure is $1,979.00. Funds to finance this cost will be provided by the CITY OF CLINTON, MS from general tax revenues.

D. The CITY OF CLINTON, MS will be responsible for and promptly perform or have performed all maintenance of the measure determined by either the Sponsors or the Service to be needed.

The CITY OF CLINTON, MS with consultative assistance from the Natural Resources Conservation Service, will assist in the maintenance, which can be accomplished with normal farm equipment such as removal of debris, control of undesirable vegetation, controlled grazing and mowing, and fertilizing vegetation.

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

1. Stability of channel grades and side slopes

2. Excessive sedimentation

3. Condition of riprapped areas

4. Obstructions and undesirable vegetative growth

5. Scour at bridge piers, abutments and other adjacent property

6. Severity of erosion of berms and undesirable vegetative growth

7. Condition of cleared and snagged areas

8. Condition of fences and gates

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

G. These requirements will remain in effect until not applicable, or until the expiration of the effective life of the measure based on a mutual determination of the Sponsors and the Service.

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

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

EMERGENCY WATERSHED PROTECTION

OPERATION AND MAINTENANCE PLAN

BROADWAY, OLD VICKSBURG ROAD, AND WATER WELL
CITY OF CLINTON, HINDS COUNTY, MS

I. Operation

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

II. Maintenance

A. The channel should be maintained in such a way as to keep it free of any debris, silt bars or other obstructions that will reduce its capacity. Vegetation or other bank stabilization measures should be used to prevent erosion. The undesirable vegetation should be cut or sprayed with approved herbicides and removed from the channel. An access road should be maintained along side the channel for each maintenance.

B. It is anticipated that the following items of maintenance, repair, or replacement will be needed during the effective life of the measure.

1. Vegetation

a. Reseed, resod, and fertilize areas of poor stand or areas destroyed by erosion, freezing, or drought. If necessary, restore eroded areas before reseeding.

b. Cut or spray with approved herbicide and remove undesirable vegetation. observe ordinances regarding spraying and burning.

c. Fertilize vegetation as required to maintain a vigorous stand.

d. Control grazing to insure proper vegetative cover.

e. Mow grass at regular intervals to maintain optimum cover.

2. Channels - lined and unlined

a. Remove sand and gravel bars and properly dispose of them outside the channel perimeter.

b. Remove and properly dispose of debris. Give special attention to removal and proper disposal of debris and repair of erosion damage at structures.

c. Replace, reinforce, or extend riprap where needed. Make repairs to grade control structures where needed.

d. Keep access roads for maintenance and maintenance travelways in usable conditions.

e. Maintain dikes and spoil to divert water to protected inlets and prevent overbank flow.

f. Renovate channel banks damaged by storm flow.

g. Rehabilitate damaged pipe inlets from fields or side channels. Replace eroded soil adjacent to structures.

C. The estimated average annual cost of providing the necessary maintenance for this measure is $1,979.00. Funds to finance this cost will be provided by the CITY OF CLINTON, MS from general tax revenues.

D. The CITY OF CLINTON, MS will be responsible for and promptly perform or have performed all maintenance of the measure determined by either the Sponsors or the Service to be needed.

The CITY OF CLINTON, MS with consultative assistance from the Natural Resources Conservation Service, will assist in the maintenance, which can be accomplished with normal farm equipment such as removal of debris, control of undesirable vegetation, controlled grazing and mowing, and fertilizing vegetation.

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

1. Stability of channel grades and side slopes

2. Excessive sedimentation

3. Condition of riprapped areas

4. Obstructions and undesirable vegetative growth

5. Scour at bridge piers, abutments and other adjacent property

6. Severity of erosion of berms and undesirable vegetative growth

7. Condition of cleared and snagged areas

8. Condition of fences and gates

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

G. These requirements will remain in effect until not applicable, or until the expiration of the effective life of the measure based on a mutual determination of the Sponsors and the Service.

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

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

EMERGENCY WATERSHED PROTECTION

OPERATION AND MAINTENANCE PLAN

BROADWAY, OLD VICKSBURG ROAD, AND WATER WELL
CITY OF CLINTON, HINDS COUNTY, MS

I. Operation

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

II. Maintenance

A. The channel should be maintained in such a way as to keep it free of any debris, silt bars or other obstructions that will reduce its capacity. Vegetation or other bank stabilization measures should be used to prevent erosion. The undesirable vegetation should be cut or sprayed with approved herbicides and removed from the channel. An access road should be maintained along side the channel for each maintenance.

B. It is anticipated that the following items of maintenance, repair, or replacement will be needed during the effective life of the measure.

1. Vegetation

a. Reseed, resod, and fertilize areas of poor stand or areas destroyed by erosion, freezing, or drought. If necessary, restore eroded areas before reseeding.

b. Cut or spray with approved herbicide and remove undesirable vegetation. observe ordinances regarding spraying and burning.

c. Fertilize vegetation as required to maintain a vigorous stand.

d. Control grazing to insure proper vegetative cover.

e. Mow grass at regular intervals to maintain optimum cover.

2. Channels - lined and unlined

a. Remove sand and gravel bars and properly dispose of them outside the channel perimeter.

b. Remove and properly dispose of debris. Give special attention to removal and proper disposal of debris and repair of erosion damage at structures.

c. Replace, reinforce, or extend riprap where needed. Make repairs to grade control structures where needed.

d. Keep access roads for maintenance and maintenance travelways in usable conditions.

e. Maintain dikes and spoil to divert water to protected inlets and prevent overbank flow.

f. Renovate channel banks damaged by storm flow.

g. Rehabilitate damaged pipe inlets from fields or side channels. Replace eroded soil adjacent to structures.

C. The estimated average annual cost of providing the necessary maintenance for this measure is $1,979.00. Funds to finance this cost will be provided by the CITY OF CLINTON, MS from general tax revenues.

D. The CITY OF CLINTON, MS will be responsible for and promptly perform or have performed all maintenance of the measure determined by either the Sponsors or the Service to be needed.

The CITY OF CLINTON, MS with consultative assistance from the Natural Resources Conservation Service, will assist in the maintenance, which can be accomplished with normal farm equipment such as removal of debris, control of undesirable vegetation, controlled grazing and mowing, and fertilizing vegetation.

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

1. Stability of channel grades and side slopes

2. Excessive sedimentation

3. Condition of riprapped areas

4. Obstructions and undesirable vegetative growth

5. Scour at bridge piers, abutments and other adjacent property

6. Severity of erosion of berms and undesirable vegetative growth

7. Condition of cleared and snagged areas

8. Condition of fences and gates

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

G. These requirements will remain in effect until not applicable, or until the expiration of the effective life of the measure based on a mutual determination of the Sponsors and the Service.

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

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

ATTACHMENT A - SPECIAL PROVISIONS

I. DRUG-FREE WORKPLACE CERTIFICATION

II. CERTIFICATION REGARDING LOBBYING

III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

IV. CLEAN AIR AND WATER CERTIFICATION

V. ASSURANCES AND COMPLIANCE

VI. EXAMINATION OF RECORDS

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

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

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

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

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

Certification:

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

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

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

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

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

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

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

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

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

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The recipient signatory to this agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is _____, is not_____, listed on the Environmental Protection Agency List of Violating Facilities.

(b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility

which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

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

Clean Air and Water Clause

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

A. The recipient agrees as follows:

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

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

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

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

B. The terms used in this clause have the following meanings:

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

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

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

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or

contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).

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

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

V. Assurances and Compliance

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

VI. Examination of Records

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

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

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

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

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

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

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

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

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

(1) Abide by the terms of the statement; and
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(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

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

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

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

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

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(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

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

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

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

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

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

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

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

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

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

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

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

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

The recipient signatory to this agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is _____, is not_____, listed on the Environmental Protection Agency List of Violating Facilities.

(b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility

which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

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

Clean Air and Water Clause

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

A. The recipient agrees as follows:

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

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

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

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

B. The terms used in this clause have the following meanings:

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

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

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

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or

contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).

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

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

V. Assurances and Compliance

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

VI. Examination of Records

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

STATE: _____

WATERSHED: _____

CONTRACT NO.: _____

STANDARDS OF CONDUCT

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

_____

BY: _____

TITLE: _____

DATE: _____

This action authorized at an official meeting of the

_____

on the_____day of _____, at the_____, State of Mississippi.

_____

(Signature)

_____

(Title)

STATE: _____

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_____

(Signature)

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(Title)

U.S. Department of Agriculture
Natural Resources Conservation Service

SCS-ADS-78
5-88

ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

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

B. PROJECT MEASURES COVERED

Name of project: BROADWAY, OLD VICKSBURG ROAD, WATER WELL
CITY OF CLINTON, MS

Identity of improvement or development: INSTALLATION OF STREAMBANK STABILIZATION MEASURES.

Location: BROADWAY, OLD VICKSBURG ROAD, AND WATER WELL
CLINTON, MS

C. REAL PROPERTY ACQUISITION ASSURANCE -

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

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

D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS -

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

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

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

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

CITY OF CLINTON, MS

By: _____

Title: _____

Date: _____

This action is authorized at an official meeting of the

_____

on _____ day of _____

20 _____, at _____

State of Mississippi.

_____

(signature)

_____

(title)

U.S. Department of Agriculture
Natural Resources Conservation Service

SCS-ADS-78
5-88

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By: _____

Title: _____

Date: _____

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on _____ day of _____
20 _____, at _____
State of Mississippi.

_____
(signature)

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(title)

U.S. Department of Agriculture
Natural Resources Conservation Service

SCS-ADS-78
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20 _____, at _____

State of Mississippi.

_____

(signature)

_____

(title)