

PROJECT COOPERATION AGREEMENT
BETWEEN

THE DEPARTMENT OF THE ARMY

AND

YAZOO COUNTY, MISSISSIPPI, BOARD OF SUPERVISORS

AND

YAZOO COUNTY, MISSISSIPPI, SOIL AND WATER CONSERVATION DISTRICT
FOR MODIFICATION OF THE
WILL M. WHITTINGTON AUXILIARY CHANNEL, YAZOO BACKWATER LEVEE,
AND STEELE BAYOU CONNECTING CHANNEL

THIS AGREEMENT is entered into this 25th day of February, 2002, by and between the DEPARTMENT OF THE ARMY (hereinafter the "Government"), represented by the U.S. Army Engineer for the Vicksburg District (hereinafter the "District Engineer") and the Yazoo County Board of Supervisors and the Yazoo County Soil and Water Conservation District (hereinafter the "Non-Federal Sponsors"), represented by the President, Yazoo County, Mississippi, Board of Supervisors, and the Chairman, Yazoo County, Mississippi, Soil and Water Conservation District.

WITNESSETH, THAT:

WHEREAS, the Secretary of the Army completed construction of the Will M. Whittington Auxiliary Channel, Yazoo Backwater Levee, and Steele Bayou Connecting Channel (hereinafter the "Existing Project", as defined in Article I.A. of this Agreement) in 1962, 1978, and 1978, respectively;

WHEREAS, modification of the Existing Project is authorized by Section 1135 of the Water Resources Development Act of 1986, Public Law 99-662, as amended;

WHEREAS, the Government and the Non-Federal Sponsors desire to enter into a Project Cooperation Agreement for implementation of the Lake George Weir (hereinafter the "Project Modification," as defined in Article I.B. of this Agreement);

WHEREAS, Section 1135 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, specifies the cost-sharing requirements applicable to this Project Modification;

WHEREAS, the Non-Federal Sponsors desire to perform certain work (hereinafter the "work-in-kind", as defined in Article I.M. of this Agreement) which is a part of the Project Modification;

WHEREAS, the Government and Non-Federal Sponsors have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost sharing and financing of the implementation of the Project Modification in accordance with the terms of this Agreement.

NOW, THEREFORE, the Government and the Non-Federal Sponsors agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this Agreement:

A. The term "Existing Project" shall mean the following projects that impact the Lake George ecosystem by reducing available water: 1) The Will M. Whittington Auxiliary Channel, completed in 1962, divides Yazoo River flows to reduce headwater flooding along the Yazoo River by increasing channel capacity. This project severed Lake George from its outlet to the Yazoo River and reduced stages and duration of headwater floods attributed to the Yazoo River. 2) The Yazoo Backwater Levees, completed in 1978, prevent high stages on the Mississippi and Yazoo Rivers from flooding the lower Mississippi Delta including the project area. The levees contain this backwater, preventing it from spilling into the project area. 3) The Steele Bayou connecting channel was completed in 1978 and diverts Big Sunflower River flows downstream to the Steele Bayou Drainage Structure and enters into the Yazoo River. In the absence of the connecting channel, Big Sunflower flows would accumulate at a higher elevation and back water into the Lake George ecosystem.

B. The term "Project Modification" shall mean a weir constructed to elevation 80.0 feet, National Geodetic Vertical Datum, upstream of the mouth of Lake George near Holly Bluff, Mississippi, to maintain a minimum lake elevation as generally described in Lake George Weir, Yazoo County, Mississippi, Ecosystem Restoration Report with Environmental Assessment, dated July 2000, and approved by the Commander, Mississippi Valley Division, on January 8, 2001. The Project Modification includes the work-in-kind described in Article I.M. of this Agreement.

C. The term "total project modification costs" shall mean all costs incurred by the Non-Federal Sponsors and the Government in accordance with the terms of this Agreement directly related to implementation of the Project Modification. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to, feasibility phase planning costs; all engineering and design costs, including those incurred in the feasibility phase; the costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XV.A. of this Agreement; the costs incurred by the Government for cleanup and response in accordance with

Article XV.C. of this Agreement; costs of historic preservation activities in accordance with Article XVIII.A. of this Agreement; actual implementation costs; the credit amount for the work-in-kind performed by the Non-Federal Sponsors in accordance with Article II.D.4. of this Agreement; supervision and administration costs; costs of participation in the Project Coordination Team in accordance with Article V of this Agreement; costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, relocations, and suitable borrow and dredged or excavated material disposal areas for which the Government affords credit in accordance with Article IV of this Agreement; and costs of audit in accordance with Article X of this Agreement. The term does not include any costs for operation, maintenance, repair, replacement, or rehabilitation; any costs due to betterments; or any costs of dispute resolution under Article VII of this Agreement.

D. The term "financial obligation for implementation" shall mean a financial obligation of the Government or a financial obligation of the Non-Federal Sponsors for work-in-kind, other than an obligation pertaining to the provision of lands, easements, rights-of-way, relocations, and borrow and dredged or excavated material disposal areas, that results or would result in a cost that is or would be included in total project modification costs.

E. The term "implementation" shall mean all actions required to carry out the Project Modification including all actions required for modification in operations of the Existing Project.

F. The term "non-Federal proportionate share" shall mean the ratio of the Non-Federal Sponsors' total cash contribution required in accordance with Article II.D.2. of this Agreement to total financial obligations for implementation as projected by the Government.

G. The term "period of implementation" shall mean the time from the effective date of this Agreement to the date that the District Engineer notifies the Non-Federal Sponsors in writing of the Government's determination that implementation of the Project Modification is complete.

H. The term "highway" shall mean any public highway, roadway, street, or way, including any bridge thereof.

I. The term "relocation" shall mean providing a functionally equivalent facility to the owner of an existing utility, cemetery, highway or other public facility, or railroad when such action is authorized in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant removal of the affected facility or part thereof.

J. The term "fiscal year" shall mean one fiscal year of the Government. The Government fiscal year begins on October 1 and ends on September 30.

K. The term "functional portion of the Project Modification" shall mean a portion of the Project Modification that is suitable for tender to the Non-Federal Sponsors to operate and maintain in advance of completion of the entire Project Modification. For a portion of the Project Modification to be suitable for tender, the District Engineer must notify the Non-Federal Sponsors in writing of the Government's determination that the portion of the Project Modification is complete and can function independently and for a useful purpose, although the balance of the Project Modification is not complete.

L. The term "betterment" shall mean a change in the design and construction of an element of the Project Modification resulting from the application of standards that the Government determines exceed those that the Government would otherwise apply for accomplishing the design and construction of that element.

M. The term "work-in-kind" shall mean clearing and grubbing of the site, loading, hauling, and placing compacted backfill for the embankment; erosion control on project lands; and stockpiling material to be used by the Corps for the weir section of the project, as approved by the Commander, Mississippi Valley Division, on January 8, 2001. The work-in-kind includes implementation of the authorized improvements as well as planning, engineering, design, supervision and administration, and other activities associated with implementation, but does not include the implementation of betterments or the provision of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas associated with the work-in-kind.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE
NON-FEDERAL SPONSORS

A. The Government, subject to the availability of funds and using those funds and funds provided by the Non-Federal Sponsors, shall expeditiously implement the Project Modification, applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies.

1. The Government shall afford the Non-Federal Sponsors the opportunity to review and comment on the solicitations for all contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations. The Government shall not issue the solicitation for the first contract for implementation until the Non-Federal Sponsors have confirmed in writing their willingness to proceed with the Project Modification. To the extent possible, the Government shall afford the Non-Federal Sponsors the opportunity to review and comment on all contract modifications, including change orders, prior to the issuance to the contractor of a Notice to Proceed. In any instance where providing the Non-Federal Sponsors with notification of a contract modification or change order is not possible prior to issuance of the Notice to Proceed, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsors the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsors, but the contents of solicitations, award of contracts, execution of contract modifications, issuance of change orders, resolution of contract claims, and performance of all work on the Project Modification (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Government.

2. Throughout the period of implementation, the District Engineer shall furnish the Non-Federal Sponsors with a copy of the Government's Written Notice of Acceptance of Completed Work for each contract for the Project Modification.

B. The Non-Federal Sponsors may request the Government to accomplish betterments. Such requests shall be in writing and shall describe the betterments requested to be accomplished. If the Government in its sole discretion elects to accomplish the requested betterments or any portion thereof, it shall so notify the Non-Federal Sponsors in a writing that sets forth any applicable terms and conditions, which must be consistent with

this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsors shall be solely responsible for all costs due to the requested betterments and shall pay all such costs in accordance with Article VI.C. of this Agreement.

C. When the District Engineer determines that the entire Project Modification is complete or that a portion of the Project Modification has become a functional portion of the Project Modification, the District Engineer shall so notify the Non-Federal Sponsors in writing and furnish the Non-Federal Sponsors with an Operation, Maintenance, Repair, Replacement, and Rehabilitation Manual (hereinafter the "OMRR&R Manual") and with copies of all of the Government's Written Notices of Acceptance of Completed Work for all contracts for the Project Modification or the functional portion of the Project Modification that have not been provided previously. Upon such notification, the Non-Federal Sponsors shall operate, maintain, repair, replace, and rehabilitate the entire Project Modification or the functional portion of the Project Modification in accordance with Article VIII of this Agreement

D. The Non-Federal Sponsors shall contribute 25 percent of total project modification costs in accordance with the provisions of this paragraph.

1. In accordance with Article III of this Agreement, the Non-Federal Sponsors shall provide all lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Government determines the Non-Federal Sponsors must provide for the implementation, operation, and maintenance of the Project Modification, and shall perform or ensure performance of all relocations that the Government determines to be necessary for the implementation, operation, and maintenance of the Project Modification.

2. If the Government projects that the value of the Non-Federal Sponsors' contributions under paragraph D.1. of this Article and Articles V, X, and XV.A. of this Agreement will be less than 25 percent of total project modification costs, the Non-Federal Sponsors shall provide an additional cash contribution, in accordance with Article VI.B. of this Agreement, in the amount necessary to make the Non-Federal Sponsors' total contribution equal to 25 percent of total project modification costs.

3. If the Government determines that the value of the Non-Federal Sponsors' contributions provided under paragraphs D.1. and D.2. of this Article and Articles V, X, and

XV.A. of this Agreement has exceeded 25 percent of total project modification costs, the Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsors for any such value in excess of 25 percent of total project modification costs. After such a determination, the Government, in its sole discretion, may provide any remaining Project Modification lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas and perform any remaining Project Modification relocations on behalf of the Non-Federal Sponsors. Notwithstanding the provision of lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas or performance of relocations by the Government under this paragraph, the Non-Federal Sponsors shall be responsible, as between the Government and the Non-Federal Sponsors, for the costs of cleanup and response in accordance with Article XV.C. of this Agreement.

4. The Government has determined that the work-in-kind is compatible with the Project Modification and has approved a credit in the estimated amount of \$384,000 for implementation of such work by the Non-Federal Sponsors. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was accomplished in a satisfactory manner and is suitable for inclusion in the Project Modification. The actual amount of credit shall be subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. To afford such credit, the Government shall apply the credit amount toward any additional cash contribution required under paragraph D.2. of this Article. The Non-Federal Sponsors shall not receive credit for any amount in excess of such additional-cash contribution, nor shall the Non-Federal Sponsors be entitled to any reimbursement for any excess credit amount. In no event shall the Non-Federal Sponsors perform work-in-kind that would result in either the credit afforded under this paragraph exceeding 80 percent of the Non-Federal Sponsors' share of total project modification costs or the credit afforded under this paragraph, plus the value of lands, easements, rights-of-way, relocations, and suitable borrow and dredged or excavated material disposal areas for which the Government affords credit in accordance with Article IV of this Agreement, exceeding 25 percent of total project modification costs.

5. Crediting and/or reimbursement is subject to satisfactory compliance with applicable federal labor laws covering non-Federal construction, including, but not limited to the Davis-Bacon Act (40 USC 276a et seq), the Contract Work Hours and Safety Standards Act (40 USC 327 et seq) and the Copeland

Anti-Kickback Act (40 USC 276c). Crediting and/or reimbursement may be withheld, in whole or in part, as a result of the Non-Federal Sponsors' failure to comply with their obligations under these laws.

E. The Non-Federal Sponsors may request the Government to provide lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas or perform relocations on behalf of the Non-Federal Sponsors. Such requests shall be in writing and shall describe the services requested to be performed. If in its sole discretion the Government elects to perform the requested services or any portion thereof, it shall so notify the Non-Federal Sponsors in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsors shall be solely responsible for all costs of the requested services and shall pay all such costs in accordance with Article VI.C. of this Agreement. Notwithstanding the provision of lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas or performance of relocations by the Government under this paragraph, the Non-Federal Sponsors shall be responsible, as between the Government and the Non-Federal Sponsors, for the costs of cleanup and response in accordance with Article XV.C. of this Agreement.

F. The Government shall perform a final accounting in accordance with Article VI.D. of this Agreement to determine the contributions provided by the Non-Federal Sponsors in accordance with paragraphs B., D., and E. of this Article and Articles V, X, and XV.A. of this Agreement and to determine whether the Non-Federal Sponsors have met their obligations under paragraphs B., D., and E. of this Article.

G. The Non-Federal Sponsors shall not use Federal funds to meet their share of total project modification costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

ARTICLE III - LANDS, RELOCATIONS, DISPOSAL AREAS, AND PUBLIC LAW 91-646 COMPLIANCE

A. The Government, after consultation with the Non-Federal Sponsors, shall determine the lands, easements, and rights-of-way required for the implementation, operation, and maintenance of the Project Modification, including those required for relocations, borrow materials, and dredged or excavated material

disposal. The Government in a timely manner shall provide the Non-Federal Sponsors with general written descriptions, including maps as appropriate, of the lands, easements, and rights-of-way that the Government determines the Non-Federal Sponsors must provide, in detail sufficient to enable the Non-Federal Sponsors to fulfill their obligations under this paragraph, and shall provide the Non-Federal Sponsors with a written notice to proceed with acquisition of such lands, easements, and rights-of-way. Prior to the end of the period of implementation, the Non-Federal Sponsors shall acquire all lands, easements, and rights-of-way set forth in such descriptions. Furthermore, prior to issuance of the solicitation for each construction contract, the Non-Federal Sponsors shall provide the Government with authorization for entry to all lands, easements, and rights-of-way the Government determines the Non-Federal Sponsors must provide for that contract. The Non-Federal Sponsors shall ensure that lands, easements, and rights-of-way that the Government determines to be required for the operation and maintenance of the Project Modification and that were provided by the Non-Federal Sponsors are retained in public ownership for uses compatible with the authorized purposes of the Project Modification.

B. The Government, after consultation with the Non-Federal Sponsors, shall determine the improvements required on lands, easements, and rights-of-way to enable the proper disposal of dredged or excavated material associated with the implementation, operation, and maintenance of the Project Modification. Such improvements may include, but are not necessarily limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes. The Government in a timely manner shall provide the Non-Federal Sponsors with general written descriptions of such improvements in detail sufficient to enable the Non-Federal Sponsors to fulfill their obligations under this paragraph, and shall provide the Non-Federal Sponsors with a written notice to proceed with construction of such improvements. Prior to the end of the period of implementation, the Non-Federal Sponsors shall provide all improvements set forth in such descriptions. Furthermore, prior to issuance of the solicitation for each Government construction contract, the Non-Federal Sponsors shall prepare plans and specifications for all improvements the Government determines to be required for the proper disposal of dredged or excavated material under that contract, submit such plans and specifications to the Government for approval, and provide such improvements in accordance with the approved plans and specifications.

C. The Government, after consultation with the Non-Federal Sponsors, shall determine the relocations necessary for the implementation, operation, and maintenance of the Project Modification, including those necessary to enable the removal of borrow materials and the proper disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsors with general written descriptions, including maps as appropriate, of such relocations in detail sufficient to enable the Non-Federal Sponsors to fulfill their obligations under this paragraph, and shall provide the Non-Federal Sponsors with a written notice to proceed with such relocations. Prior to the end of the period of implementation, the Non-Federal Sponsors shall perform or ensure the performance of all relocations as set forth in such descriptions. Furthermore, prior to issuance of the solicitation for each Government construction contract, the Non-Federal Sponsors shall prepare or ensure the preparation of plans and specifications for, and perform or ensure the performance of, all relocations the Government determines to be necessary for that contract.

D. The Non-Federal Sponsors in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution provided pursuant to paragraphs A., B., or C. of this Article. Upon receipt of such documents the Government, in accordance with Article IV of this Agreement and in a timely manner, shall determine the value of such contribution, include such value in total project modification costs, and afford credit for such value toward the Non-Federal Sponsors' share of total project modification costs.

E. The Non-Federal Sponsors shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for the implementation, operation, and maintenance of the Project Modification, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - CREDIT FOR LANDS, RELOCATIONS,
AND DISPOSAL AREAS

A. The Non-Federal Sponsors shall receive credit toward their share of total project modification costs for the value of the lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Non-Federal Sponsors must provide pursuant to Article III of this Agreement, and for the value of the relocations that the Non-Federal Sponsors must perform or for which it must ensure performance pursuant to Article III of this Agreement. However, the Non-Federal Sponsors shall not receive credit for the value of any lands, easements, rights-of-way, relocations, or borrow and dredged or excavated material disposal areas that have been provided previously as an item of cooperation for another Federal project, including the Existing Project. The Non-Federal Sponsors also shall not receive credit for the value of lands, easements, rights-of-way, relocations, or borrow and dredged or excavated material disposal areas to the extent that such items are provided using Federal funds unless the Federal granting agency verifies in writing that such credit is expressly authorized by statute.

B. For the sole purpose of affording credit in accordance with this Agreement, the value of lands, easements, and rights-of-way, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

1. Date of Valuation. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsors on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsors provides the Government with authorization for entry thereto. However, for lands, easements, or rights-of-way owned by the Non-Federal Sponsors on the effective date of this Agreement that are required for the construction of the work-in-kind, fair market value shall be the value of such real property interests as of the date the Non-Federal Sponsors award the first construction contract for the work-in-kind, or, if the Non-Federal Sponsors perform the implementation with their own labor, the date that the Non-Federal Sponsors begin implementation of the work-in-kind. The fair market value of lands, easements, or rights-of-way acquired by the Non-Federal Sponsors after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

2. General Valuation Procedure. Except as provided in paragraph B.3. of this Article, the fair market value of lands, easements, or rights-of-way shall be determined in accordance with paragraph B.2.a. of this Article, unless thereafter a different amount is determined to represent fair market value in accordance with paragraph B.2.b. of this Article.

a. The Non-Federal Sponsors shall obtain, for each real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsors and the Government. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsors' appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsors' appraisal, the Non-Federal Sponsors may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsors' second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsors' second appraisal, or the Non-Federal Sponsors choose not to obtain a second appraisal, the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal, if such appraisal is approved by the Non-Federal Sponsors. In the event the Non-Federal Sponsors do not approve the Government's appraisal, the Government, after consultation with the Non-Federal Sponsors, shall consider the Government's and the Non-Federal Sponsors' appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.

b. Where the amount paid or proposed to be paid by the Non-Federal Sponsors for the real property interest exceeds the amount determined pursuant to paragraph B.2.a. of this Article, the Government, at the request of the Non-Federal Sponsors, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsors, may approve in writing an amount greater than the amount determined pursuant to paragraph B.2.a. of this Article, but not to exceed the amount actually paid or proposed to be paid. If the Government approves such an amount, the fair market value shall be the lesser of the approved amount or the amount paid by the Non-Federal Sponsors, but no less than the amount determined pursuant to paragraph B.2.a. of this Article.

3. Eminent Domain Valuation Procedure. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsors shall, prior to instituting such proceedings, submit to the Government notification in writing of their intent to institute such proceedings and an appraisal of the specific real property interests to be acquired in such proceedings. The Government shall have 60 days after receipt of such a notice and appraisal within which to review the appraisal, if not previously approved by the Government in writing.

a. If the Government previously has approved the appraisal in writing, or if the Government provides written approval of, or takes no action on, the appraisal within such 60-day period, the Non-Federal Sponsors shall use the amount set forth in such appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

b. If the Government provides written disapproval of the appraisal, including the reasons for disapproval, within such 60-day period, the Government and the Non-Federal Sponsors shall consult in good faith to promptly resolve the issues or areas of disagreement that are identified in the Government's written disapproval. If, after such good faith consultation, the Government and the Non-Federal Sponsors agree as to an appropriate amount, then the Non-Federal Sponsors shall use that amount as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If, after such good faith consultation, the Government and the Non-Federal Sponsors cannot agree as to an appropriate amount, then the Non-Federal Sponsors may use the amount set forth in their appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

c. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted in accordance with sub-paragraph B.3. of this Article, fair market value shall be either the amount of the court award for the real property interests taken, to the extent the Government determined such interests are required for the implementation, operation, and maintenance of the Project Modification, or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

4. Incidental Costs. For lands, easements, or rights-of-way acquired by the Non-Federal Sponsors within a five-year period preceding the effective date of this Agreement, or at any

time after the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for payment of any Public Law 91-646 relocation assistance benefits provided in accordance with Article III.E. of this Agreement.

C. After consultation with the Non-Federal Sponsors, the Government shall determine the value of relocations in accordance with the provisions of this paragraph.

1. For a relocation other than a highway, the value shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

2. For a relocation of a highway, the value shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Mississippi would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

3. Relocation costs shall include, but not necessarily be limited to, actual costs of performing the relocation; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, but shall not include any costs due to betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available. Relocation costs shall be subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

4. Crediting for relocations performed within the Project boundaries is subject to satisfactory compliance with applicable federal labor laws covering non-Federal construction, including, but not limited to the Davis-Bacon Act (40 USC 276a et seq), the Contract Work Hours and Safety Standards Act (40 USC 327 et seq), and the Copeland Anti-Kickback Act (40 USC 276c). Crediting may be withheld, in whole or in part, as a result of the Non-Federal Sponsors' failure to comply with their obligations under these laws.

D. The value of the improvements made to lands, easements, and rights-of-way for the proper disposal of dredged or excavated material shall be the costs of the improvements, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. Such costs shall include, but not necessarily be limited to, actual costs of providing the improvements; planning, engineering and design costs; supervision and administration costs; and documented, incidental costs associated with providing the improvements; but shall not include any costs due to betterments, as determined by the Government.

ARTICLE V - PROJECT MODIFICATION COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsors and the Government, not later than 30 days after the effective date of this Agreement, shall appoint named senior representatives to a Project Modification Coordination Team. Thereafter, the Project Modification Coordination Team shall meet regularly until the end of the period of implementation. The Government's Project Manager and a counterpart named by the Non-Federal Sponsors shall co-chair the Project Modification Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsors' counterpart shall keep the Project Modification Coordination Team informed of the progress of implementation and of significant pending issues and actions, and shall seek the views of the Project Modification Coordination Team on matters that the Project Modification Coordination Team generally oversees.

C. Until the end of the period of implementation, the Project Modification Coordination Team shall generally oversee the Project Modification, including issues related to design; plans and specifications; scheduling; real property and relocation requirements; real property acquisition; contract awards and modifications; contract costs; the application of and compliance with the Davis-Bacon Act, Contract Work Hours and Safety Standards Act and the Copeland Anti-Kickback Act for relocations and construction portion of the non-Federal work-in-kind; the Government's cost projections; final inspection of the entire Project Modification or functional portions of the Project Modification; preparation of the proposed OMR&R Manual; anticipated requirements and needed capabilities for performance of operation, maintenance, repair, replacement, and

rehabilitation of the Project Modification and other related matters.

D. The Project Modification Coordination Team may make recommendations that it deems warranted to the District Engineer on matters that the Project Modification Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Project Modification Coordination Team. The Government, having the legal authority and responsibility for implementation of the Project Modification, has the discretion to accept, reject, or modify the Project Modification Coordination Team's recommendations.

E. The costs of participation in the Project Modification Coordination Team shall be included in total project modification costs and cost shared in accordance with the provisions of this Agreement.

ARTICLE VI - METHOD OF PAYMENT

A. The Government shall maintain current records of contributions provided by the parties and current projections of total project modification costs and costs due to betterments. At least quarterly, the Government shall provide the Non-Federal Sponsors with a report setting forth all contributions provided to date and the current projections of total project modification costs, of total costs due to betterments, of the components of total project modification costs, of each party's share of total project modification costs, of the Non-Federal Sponsors' total cash contributions required in accordance with Articles II.B., II.D., and II.E. of this Agreement, and of the non-Federal proportionate share. On the effective date of this Agreement, total project modification costs are projected to be \$1,938,000, and the Non-Federal Sponsors' cash contribution required under Article II.D. of this Agreement is projected to be \$57,000. Such amounts are estimates subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsors.

B. The Non-Federal Sponsors shall provide the cash contribution required under Article II.D.2. of this Agreement in accordance with the following provisions: Not less than 30 calendar days prior to the scheduled date for issuance of the solicitation for the first construction contract, the Government shall notify the Non-Federal Sponsors in writing of such

scheduled date and the funds the Government, after consideration of any credit afforded pursuant to Article II.D.4. of this Agreement, determines to be required from the Non-Federal Sponsors to meet their projected cash contribution under Article II.D.2. of this Agreement. Not later than such scheduled date, the Non-Federal Sponsors shall provide the Government with the full amount of the required funds by delivering a check payable to "FAO, USAED, Vicksburg District" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsors have deposited the required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsors, or presenting the Government with an irrevocable letter of credit acceptable to the Government for the required funds, or providing an Electronic Funds Transfer of the required funds in accordance with procedures established by the Government. The Government shall draw from the funds provided by the Non-Federal Sponsors such sums as the Government, after consideration of any credit afforded pursuant to Article II.D.4. of this Agreement, deems necessary to cover: (a) the non-Federal proportionate share of financial obligations for implementation incurred prior to commencement of the period of implementation; and (b) the non-Federal proportionate share of financial obligations for implementation as they are incurred during the period of implementation. In the event the Government determines that the Non-Federal Sponsors must provide additional funds to meet the Non-Federal Sponsors' cash contribution, the Government shall notify the Non-Federal Sponsors in writing of the additional funds required. Within 60 calendar days thereafter, the Non-Federal Sponsors shall provide the Government with the full amount of the additional required funds through any of the payment mechanisms specified above.

C. In advance of the Government incurring any financial obligation associated with additional work under Article II.B. or II.E. of this Agreement, the Non-Federal Sponsors shall provide the Government with the full amount of the funds required to pay for such additional work through any of the payment mechanisms specified in Article VI.B.1. of this Agreement. The Government shall draw from the funds provided by the Non-Federal Sponsors such sums as the Government deems necessary to cover the Government's financial obligations for such additional work as they are incurred. In the event the Government determines that the Non-Federal Sponsors must provide additional funds to meet their cash contribution, the Government shall notify the Non-Federal Sponsors in writing of the additional funds required and provide an explanation of why additional funds are required. Within 30 calendar days thereafter, the Non-Federal Sponsors

shall provide the Government with the full amount of the additional required funds through any of the payment mechanisms specified in Article VI.B.1. of this Agreement.

D. Upon completion of the Project Modification or termination of this Agreement, and upon resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsors with the results of the final accounting. The final accounting shall determine total project modification costs, each party's contribution provided thereto, and each party's required share thereof. The final accounting also shall determine costs due to betterments and the Non-Federal Sponsors' cash contribution provided pursuant to Article II.B. of this Agreement by delivering a check payable to "FAO, USAED, Vicksburg District" to the District Engineer or providing an Electronic Funds Transfer in accordance with procedures established by the Government.

1. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsors is less than their required share of total project modification costs plus costs due to any betterments provided in accordance with Article II.B. of this Agreement, the Non-Federal Sponsors shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Non-Federal Sponsors' required share of total project modification costs plus costs due to any betterments provided in accordance with Article II.B. of this Agreement.

2. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsors exceeds their required share of total project modification costs plus costs due to any betterments provided in accordance with Article II.B. of this Agreement, the Government shall, subject to the availability of funds, refund the excess to the Non-Federal Sponsors no later than 90 calendar days after the final accounting is complete. In the event existing funds are not available to refund the excess to the Non-Federal Sponsors, the Government shall seek such appropriations as are necessary to make the refund.

ARTICLE VII - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may

agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VIII - OPERATION, MAINTENANCE, REPAIR, REPLACEMENT,
AND REHABILITATION (OMRR&R)

A. Upon notification in accordance with Article II.C. of this Agreement and for so long as the Project Modification remains authorized, the Non-Federal Sponsors shall operate, maintain, repair, replace, and rehabilitate the entire Project Modification or the functional portion of the Project Modification, at no cost to the Government, in a manner compatible with the Project Modification's authorized purposes and in accordance with applicable Federal and State laws as provided in Article XI of this Agreement and specific directions prescribed by the Government in the OMRR&R Manual and any subsequent amendments thereto.

B. The Non-Federal Sponsors hereby give the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsors own or control for access to the Project Modification for the purpose of inspection and, if necessary, for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project Modification. If an inspection shows that the Non-Federal Sponsors for any reason are failing to perform their obligations under this Agreement, the Government shall send a written notice describing the non-performance to the Non-Federal Sponsors. If, after 30 calendar days from receipt of the notice, the Non-Federal Sponsors continue to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon property the Non-Federal Sponsors own or control for access to the Project Modification for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project Modification. No completion, operation, maintenance, repair, replacement, or rehabilitation by the Government shall operate to relieve the Non-Federal Sponsors' obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this Agreement.

ARTICLE IX - INDEMNIFICATION

The Non-Federal Sponsors shall hold and save the Government free from all damages arising from the implementation, operation, maintenance, repair, replacement and rehabilitation of the Project Modification, and any Project Modification-related betterments, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsors shall develop procedures for keeping books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsors shall maintain such books, records, documents, and other evidence in accordance with these procedures and for a minimum of three years after the period of implementation and resolution of all relevant claims arising therefrom. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsors shall each allow the other to inspect such books, documents, records, and other evidence.

B. Pursuant to 32 C.F.R. Section 33.26, the Non-Federal Sponsors are responsible for complying with the Single Audit Act of 1984, 31 U.S.C. Sections 7501-7507, as implemented by Office of Management and Budget (OMB) Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsors and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsors and independent auditors any information necessary to enable an audit of the Non-Federal Sponsors' activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-133, and such costs as are allocated to the Project Modification shall be included in total project modification costs and cost shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. Section 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsors are required to conduct under the Single Audit Act. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in total project modification costs and cost shared in accordance with the provisions of this Agreement.

ARTICLE XI - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsors and the Government agree to comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto, as well as Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army." The Non-Federal Sponsors are also required to comply with all applicable federal labor standards requirements including, but not limited to the Davis-Bacon Act (40 USC 276a et seq), the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq) and the Copeland Anti-Kickback Act (40 USC 276c).

ARTICLE XII - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement the Government and the Non-Federal Sponsors each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights such other party may have to seek relief or redress against such contractor either pursuant to any cause of action that such other party may have or for violation of any law.

ARTICLE XIII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, nor any resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE XIV - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsors fails to fulfill their obligations under Article II.B., II.D., II.E., VI, or XVIII.C. of this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend future performance under this Agreement unless he determines that continuation of work on the Project Modification is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project Modification.

B. If appropriations are not available in amounts sufficient to meet the Government's share of Project Modification expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Non-Federal Sponsors in writing, and 60 calendar days thereafter either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Non-Federal Sponsors elect to terminate this Agreement.

C. In the event that either party elects to terminate this Agreement pursuant to this Article or Article XV of this Agreement, both parties shall conclude their activities relating to the Project Modification and proceed to a final accounting in accordance with Article VI.D. of this Agreement.

D. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article XV of this Agreement shall not relieve the parties of any obligation previously incurred. Any delinquent payment shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

ARTICLE XV - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the District Engineer, the Non-Federal Sponsors shall perform, or cause to be performed, any investigations for hazardous substances that the Government or the Non-Federal Sponsors determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA"), 42 U.S.C. Sections 9601-9675, that may exist in, on, or under lands, easements, and rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for the implementation, operation, and maintenance of the Project Modification, except for any such lands, easements, or rights-of-way that are owned by the United States and administered by the Government, and except for any such lands that the Government determines to be subject to the navigation servitude. The Government shall perform, or cause to be performed, all investigations on lands, easements, or rights-of-way that are owned by the United States and administered by the Government. For lands that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsors with prior specific written direction, in which case the Non-Federal Sponsors shall perform such investigations in accordance with such written direction. All actual costs incurred by the Non-Federal Sponsors or the Government for such investigations for hazardous substances shall be included in total project modification costs and cost shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way, that the Government determines, pursuant to Article III of this Agreement, the Non-Federal Sponsors must provide for the implementation, operation, and maintenance of the Project Modification, the Non-Federal Sponsors and the Government shall provide prompt written notice to each other, and the Non-Federal Sponsors shall not proceed with the acquisition of the real property interests until both parties agree that the Non-Federal Sponsors should proceed.

C. The Government and the Non-Federal Sponsors shall determine whether to initiate implementation of the Project Modification, or, if already in implementation, whether to

continue with work on the Project Modification, suspend future performance under this Agreement, or terminate this Agreement for the convenience of the Government, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for the implementation, operation, and maintenance of the Project Modification. Should the Government and the Non-Federal Sponsors determine to initiate or continue with implementation after considering any liability that may arise under CERCLA, the Non-Federal Sponsors shall be responsible, as between the Government and the Non-Federal Sponsors, for the costs of cleanup and response, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination on lands, easements or rights of way that the Government determines, pursuant to Article III of this Agreement, to be required for the implementation, operation, and maintenance of the Project Modification, except for any such lands, easements, or rights-of-way owned by the United States and administered by the Government. Such costs shall not be considered a part of total project modification costs. In the event the Non-Federal Sponsors fail to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Non-Federal Sponsors' responsibilities under this paragraph upon direction by the Government, the Government may, in its sole discretion, either terminate this Agreement for the convenience of the Government, suspend future performance under this Agreement, or continue work on the Project Modification. The Government shall be responsible, as between the Government and the Non-Federal Sponsors, for the costs of cleanup and response, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination on lands, easements, or rights of way owned by the United States and administered by the Government. All costs incurred by the Government shall be included in total project modification costs and cost shared in accordance with the terms of this Agreement.

D. The Non-Federal Sponsors and the Government shall consult with each other in accordance with Article V of this Agreement in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsors, the Non-Federal Sponsors shall be considered the operator of the Project Modification for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsors shall operate, maintain, repair, replace, and rehabilitate the Project Modification in a manner that will not cause liability to arise under CERCLA.

ARTICLE XVI - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and either delivered personally, or by telegram, or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsors:

Yazoo County Board of Supervisors
P.O. Box 1106
Yazoo City, Mississippi 39194

and

Yazoo County Soil and Water Conservation District
220 Wyeth Street, Suite C
Yazoo City, Mississippi 39194

If to the Government:

U.S. Army Engineer District, Vicksburg
4155 Clay Street
Vicksburg, Mississippi 39183-3435

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XVII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XVIII - HISTORIC PRESERVATION

A. The costs of identification, survey and evaluation of historic properties shall be included in total project modification costs and cost shared in accordance with the provisions of this Agreement.

B. Pursuant to Section 7(a) of Public Law 93-291 (16 U.S.C. Section 469c(a)), the costs of mitigation and data recovery activities associated with historic preservation shall be borne entirely by the Government and shall not be included in total project modification costs, up to the statutory limit of one percent of the total amount the Government is authorized to expend for the Project Modification.

C. The Government shall not incur costs for mitigation and data recovery that exceed the statutory one percent limit specified in paragraph B. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit in accordance with Section 208(3) of Public Law 96-515 (16 U.S.C. Section 469c-2(3)). Any costs of mitigation and data recovery that exceed the one percent limit shall be included in total project modification costs and shall be cost shared in accordance with the provisions of this Agreement.

ARTICLE XIX - LIMITATION ON GOVERNMENT EXPENDITURES

Notwithstanding any other provisions of this Agreement, the Government's financial obligations are limited to \$5,000,000. The Non-Federal Sponsors shall be responsible for all total project modification costs that exceed this amount.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Department of the Army.

THE DEPARTMENT OF THE ARMY

THE YAZOO COUNTY, MISSISSIPPI
BOARD OF SUPERVISORS

BY: Frederick L. Clapp, Jr.
Frederick L. Clapp, Jr.
Colonel, Corps of Engineers
District Engineer

BY: Sam Fisher
Sam Fisher
President, Yazoo County,
Mississippi, Board of
Supervisors

DATE: 2/25/02

DATE: 2/25/02

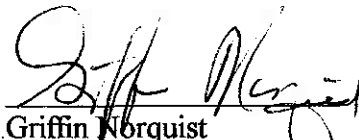
BY: Robert H. Cato
Robert Cato
Chairman, Yazoo County, Mississippi,
Soil and Water Conservation District

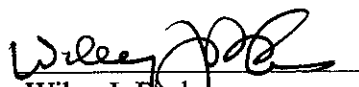
DATE: 2/25/02

CERTIFICATE OF AUTHORITY

I, Griffin Norquist, do hereby certify that I am the principal legal officer of the Yazoo County, Mississippi, Board of Supervisors. I, Wiley J. Barbour, do hereby certify that I am the principal legal officer of the Yazoo County, Mississippi, Soil and Water Conservation District. The Yazoo County, Mississippi, Board of Supervisors, and the Yazoo County, Mississippi, Soil and Water Conservation District are legally constituted public bodies with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Yazoo County, Mississippi, Board of Supervisors and the Yazoo County, Mississippi, Soil and Water Conservation District in connection with the Lake George Weir, Mississippi, and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform, and that the persons who have executed this Agreement on behalf of the Yazoo County, Mississippi, Board of Supervisors and the Yazoo County, Mississippi, Soil and Water Conservation District have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 25th day of February 2002


Griffin Norquist
Attorney, Yazoo County, Mississippi,
Board of Supervisors


Wiley J. Barbour
Attorney, Yazoo County, Mississippi
Yazoo County Soil and Water
Conservation District

CERTIFICATION REGARDING LOBBYING

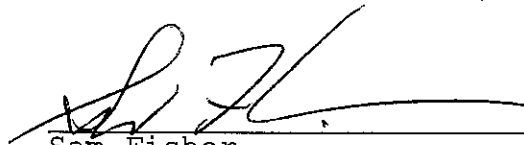
The undersigned certifies, to the best of his or her knowledge and belief that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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.

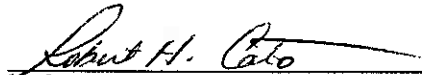
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.



Sam Fisher
President, Yazoo County, Mississippi,
Board of Supervisors

DATE: 2/25/02

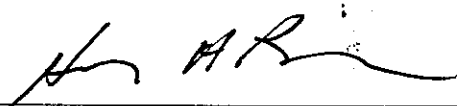


Robert Cato
Chairman, Yazoo County, Mississippi,
Soil and Water Conservation District

DATE: 2/25/02

CERTIFICATION OF LEGAL REVIEW

The draft Project Cooperation Agreement for the Lake George Weir, Yazoo County, Mississippi, Project has been fully reviewed by the Office of Counsel, U.S. Army Corps of Engineers, Vicksburg District.


Henry Black
District Counsel

DATE:

27 November 2001