

**REGULAR CITY COUNCIL MEETING**  
**MUNICIPAL MINUTES CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**NOVEMBER 03, 2020**

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, November 3, 2020 at 6:00 p.m. with the following in attendance: Council members Markel Whittington, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer and Mike Bryan; Attorney Ben Logan and Missy Shelton, Clerk of the Council. Councilman Willie Jennings was absent.

Councilman Mike Bryan asked Fire Chief Thomas Walker to give the invocation. Councilman Buddy Palmer led the pledge of allegiance.

President Mike Bryan called the meeting to order at 6:00 PM.

**CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER**

Councilman Palmer moved, seconded by Councilman Whittington, to confirm the agenda and agenda order, with the following amendments:

ADD: Lot Mowing Public Hearing

ADD: Lot Mowing as Item #14

Of those present, the vote was unanimous in favor.

**PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA**

**PROCLAMATIONS**

Mayor Jason Shelton presented a proclamation for Pulmonary Hypertension Awareness Month - November 2020. **APPENDIX A**

**PUBLIC RECOGNITION**

Councilman Palmer gave congratulations to Debbie Brangenberg and the Downtown Main Street Association Team for the Great American Main Street Award (GAMSA). Annually, only three Main Street organizations nation-wide win this prestigious award. The presentation at the luncheon held on Friday, October 30, 2020, celebrated the culmination of almost 21 years of the vision and hard work of Ms. Brangenberg and the hundreds of leaders and volunteers working with Down Main Street. Councilwoman Nettie Davis also gave her congratulations to Debbie Brangenberg and her team and commended everyone for working together to create such a team effort.

**MAYOR'S REMARKS**

Mayor Shelton echoed the remarks made by Councilman Palmer and Councilwoman Davis concerning the GAMS Award. He said that this award is very significant and helps in the city's economic development and recruitment. Today is Election Day and if you haven't voted, please go vote before 7:00 PM. 2020 has been a difficult year in many ways. However, no matter your party affiliation or opinion, we are all Americans and need to work together. COVID 19 continues and the state and local mandates are still in effect until November 11. Mayor Shelton asked the Council to approve the additional holidays for the employees, as proclaimed by Governor Tate Reeves. The Veterans Day program will be at Veterans Park on November 11, 2020, with Councilman Buddy Palmer serving as the MC.

**PUBLIC AGENDA****PUBLIC HEARINGS**

No one appeared for the Lot Mowing Public Hearing on the following properties:

PARCEL	LOCATION
089P3121200	516 MAPLE ST
077C2507400	1304 LUMPKIN AVE
077J3506900	331 BATTLEFIELD DR
077J3506800	319 BATTLEFIELD DR
077J3506700	309 BATTLEFIELD DR
077J3506600	300 BATTLEFIELD DR
077J3508400	2033 BRIARFIELD DR
077P3500600	2411 DANNY ST
077Q3608400	121 S HIGHLAND DR
077R3608200	1226 BOGGAN DR
089F3017800	536 N GREEN ST
089F3005400	527 W BARNES ST
077L3607800	1894 NELLE ST UNIT A-C

**ACTION AGENDA****ROUTINE AGENDA****IN THE MATTER OF APPROVAL OF MINUTES OF OCTOBER 20, 2020 REGULAR COUNCIL MEETING**

Councilman Beard moved, seconded by Councilman L Bryan, to approve the minutes of the regular Council meeting dated October 20, 2020. Of those present, the vote was unanimous in favor.

**IN THE MATTER OF REVIEW, PAY BILLS AND APPROVE UTILITY ADJUSTMENTS**

Bills were reviewed at 4:00 p.m. by Council members: Travis Beard, Markel Whittington, and Buddy

Palmer and Accounts Payable Clerk Traci Dillard. Councilman Whittington moved, seconded by Councilman Palmer, to approve the payment of the checks, bills, claims and utility adjustments. Of those present, the vote was unanimous in favor. **APPENDIX B**

**IN THE MATTER OF ADVERTISING AND PROMOTIONAL EXPENSE LIST**

Councilman Whittington moved, seconded by Councilman Beard, to approve the advertising and promotional expense list, as submitted. The vote was unanimous in favor. **APPENDIX C**

**IN THE MATTER OF BUDGET AMENDMENT #1**

Councilman Palmer moved, seconded by Councilman L Bryan, to approve Budget Amendment #1. After an explanation by CFO Kim Hanna, of those present, the vote was unanimous. **APPENDIX D**

**IN THE MATTER OF SETTING PUBLIC HEARING DATE FOR MAJOR THOROUGHFARE ELECTION**

Councilwoman Davis moved, seconded by Councilman Whittington, to set the public hearing for the priorities of Phase VII of the Major Thoroughfare program for December 1, 2020. Of those present, the vote was unanimous in favor. **APPENDIX E**

**IN THE MATTER OF PLANNING COMMITTEE MINUTES OF SEPTEMBER 21, 2020**

Councilman Palmer moved, seconded by Councilman Whittington, to accept the minutes of the Coliseum Commission of September 21, 2020, as submitted. Of those present, the vote was unanimous in favor. **APPENDIX F**

**IN THE MATTER OF HOMELAND SECURITY GRANT AND CONTRACT FOR STATEWIDE COORDINATOR**

Fire Chief Thomas Walker submitted a request for the approval of the Homeland Security pass-through grant agreement. The Mississippi Office of Homeland Security has allocated \$50,000 in grant funding for Statewide Coordinator William Grantham. Councilman Beard moved, seconded by Councilman Whittington, to approve the grant from Homeland Security in the amount of \$50,000 and to approve the contract with William Grantham as the Statewide Trainer Coordinator. Of those present, the vote was unanimous in favor. **APPENDIX G**

**IN THE MATTER OF HOMELAND SECURITY GRANT FOR TUPELO FIRE DEPARTMENT**

Fire Chief Thomas Walker submitted a memorandum of request for approval of a Homeland Security Grant in the amount of \$10,000, designated for the acquisition of 4 Level A & B suits and 3 four gas monitors for Hazmat and Confined Space response. There is no match for this grant. Councilman Beard moved, seconded by Councilman Whittington, to approve this grant, as submitted. Of those present, the vote was unanimous in favor. **APPENDIX H**

**IN THE MATTER OF REJECTION OF BID 2020-035FD FIRE STATION #2**

Bids were received by the City of Tupelo for the construction of a new Fire Station #2. All bids received were significantly over the budget estimates for the construction. Fire Chief Thomas Walker, along with Architect Rud Robison, submitted a request to reject all bids submitted due to the price and rebid when construction costs come down or a new budget amount is approved. Councilman Whittington moved, seconded by Councilman Palmer, to reject all the bids received for Bid # 2020-035FD Fire Station #2. Of those present, the vote was unanimous in favor of rejecting the bid. **APPENDIX I**

**IN THE MATTER OF BID 2020-036PW - EASON BRIDGE BANK STABILIZATION AT KINGS CREEK AND TOWN CREEK**

Bids were received by the City of Tupelo for Bid # 2020-036PW - Eason Bridge Bank Stabilization at Kings Creek and Town Creek. When reviewing the bids, City Engineer Dennis Bonds found that the lowest bid received from Site Masters Construction, Inc. in the amount of \$397,784.25 was extremely low compared to the others. When Site Masters Construction was contacted, it was found that an error was made in the calculation of the bids. Site Masters Construction withdrew the bid originally submitted. The apparent second lowest and best bid was received from Parsons Earthworks, Inc., of Iuka, MS, in the amount of \$572,353.25. Councilwoman Nettie Davis moved, seconded by Councilman Beard, to approve the bid of Parsons Earthworks, Inc. in the amount of \$572,353.25. Of those present, the vote was unanimous in favor. **APPENDIX J**

**IN THE MATTER OF CONTRACT FOR PROFESSIONAL SERVICES**

Councilman Whittington moved, seconded by Councilman L Bryan, to approve a contract with Three Rivers Planning and Development District for grant writer services. This contract will be for a one year time period with the total amount not to exceed \$73,866. Of those present, the vote was unanimous. **APPENDIX K**

**IN THE MATTER OF PROCLAMATION DECLARING ADDITIONAL HOLIDAYS FOR CITY OF TUPELO EMPLOYEES**

Governor Tate Reeves issued a proclamation in accordance with Miss Code Anno. §3-3-7(1972 as amended), authorizing cities, at their discretion, to close all offices on Friday, November 27, 2020, in further observance of the Thanksgiving holiday; on Thursday, December 24, 2020, in further observance of Christmas and on Thursday, December 31, 2020 in further observance of New Year's. Councilwoman Nettie Davis moved, seconded by Councilman Travis Beard, to approve this proclamation. Of those present, the vote was, as follows:

Voting Yea: Councilman Whittington, Councilman Beard, Councilwoman Davis, Councilman Palmer, Councilman M Bryan

Voting Nay: Councilman L Bryan

**APPENDIX L**

**IN THE MATTER OF FINAL LOT MOWING LIST**

Councilman Whittington moved, seconded by Councilman Palmer, to approve the final lot mowing list. Of those present, the vote was unanimous in favor. **APPENDIX M**

**EXECUTIVE SESSION****IN THE MATTER OF EXECUTIVE SESSION – DISCUSSION REGARDING THE PROSPECTIVE PURCHASE OF LANDS – MISS. CODE ANNO. § 25-41-7 (4) (g) (1972 AS AMENDED)**

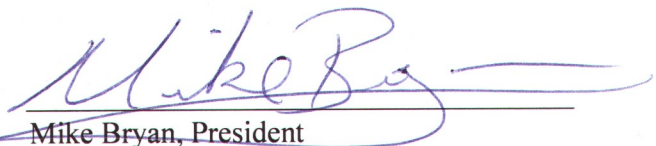
Councilman Beard moved, seconded by Councilman Palmer to determine the need for an Executive Session. City Attorney Ben Logan indicated that the item for discussion, being purchase of property, fell under 25-41-7(4) (g) of the Mississippi Code of 1972 as amended, and is, therefore, an appropriate item for discussion. Of those present, the vote was unanimous to determine the need and enter closed session.

Councilwoman Nettie Davis moved, seconded by Councilman Beard to enter an Executive Session. Of those present, the vote was unanimous in favor, and at 6:21 P.M. the city council entered closed session.

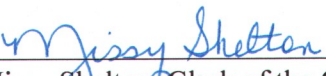
After a thorough discussion regarding the prospective purchase of lands, Councilman Whittington moved, seconded by Councilman Palmer to leave Executive Session. Of those present, the vote was unanimous in favor, and open session resumed with no action taken on the matter discussed in the Executive Session at 6:40 P.M.

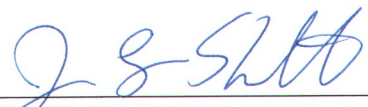
**ADJOURNMENT**

There being no further business to come before the Council at this time, Councilman Palmer moved, seconded by Councilman Whittington, to adjourn the meeting, this the 3rd day of November, 2020 at 6:41 PM. Of those present, the vote was unanimous in favor.

  
 Mike Bryan, President  
 City Council

ATTEST:

  
 Missy Shelton, Clerk of the Council

  
 Jason Shelton, Mayor

11-3-2020  
 Date



**OFFICE OF THE MAYOR**

**PULMONARY HYPERTENSION AWARENESS MONTH**

**PROCLAMATION**

**WHEREAS**, the health of our community's people is the foundation for a caring and productive society, and our future rests with our ability to adequately treat and ultimately find cures for individuals who are afflicted with a variety of illnesses including pulmonary hypertension; and

**WHEREAS**, pulmonary hypertension, also known as (PH) is a chronic, life-threatening lung disease marked by elevated blood pressure in the lungs; and

**WHEREAS**, without treatment, PH patients live an average of 2.8 years past diagnosis; and

**WHEREAS**, multiple treatments are available for PH but it takes patients an average of nearly 3 years to be accurately diagnosed. This delay in diagnosis has not change in the past twenty years; and

**WHEREAS**, PH patients who are diagnosed earlier have a longer life-expectance; and

**WHEREAS**, education can help with early diagnosis and funding for research can help find a cure; and

**WHEREAS**, the Pulmonary Hypertension Association is a nonprofit organization that seeks ways to prevent and cure pulmonary hypertension, and to provide hope for the PH community through support, education, advocacy and awareness.

**NOW, THEREFORE**, I, Jason L. Shelton, Mayor of the City of Tupelo, Mississippi, do hereby proclaim the month of November 2020 as

**PULMONARY HYPERTENSION AWARENESS MONTH**

and urge all citizens of Tupelo to recognize the seriousness of this disease and the meritorious work of the Pulmonary Hypertension Association to find a cure.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tupelo, Mississippi to be affixed this the 3<sup>rd</sup> day of November 2020.

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Jason L. Shelton, Mayor

**ATTEST:**

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Kim Hanna, City Clerk

**CHECK INFORMATION FOR COUNCIL MEETING  
NOVEMBER 03, 2020**

<b>FUND</b>	<b>CHECK NUMBERS</b>
<b>POOL CASH EFT TWL ADJUSTMENTS</b>	<b>397771-398097 50000839-50000851 LINES (1-131)</b>

**ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET**

**INVOICES AS SHOWN ON FACE OF DOCKET**



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Kim Hanna, CFO  
**DATE:** November 3, 2020  
**SUBJECT:** IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

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### Request:

The proposed items for approval are for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Tupelo.

### ITEMS:

MS Radio Group	\$299	Thanksgiving greeting from the City of Tupelo
MS Radio Group	\$299	Christmas greetings from the City of Tupelo



**City of Tupelo  
 FY 2021 Budget Revision #1**

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2021 Budget as follows:

	Original Budget	Amendment	Amended Budget
<b>Fund #327</b>			
<b>Tupelo Capital &amp; Infrastructure Fund</b>			
<b>Revenues</b>			
Grants	985,889		985,889
Transfer from Other Funds	3,317,454		3,317,454
Donations	-		-
Bond Proceeds	-		-
Unreserved Fund Balance	13,718,230	(811,464)	12,906,766
<b>Total Revenues</b>	<b><u>18,021,573</u></b>	<b><u>(811,464)</u></b>	<b><u>17,210,109</u></b>
<b>Expenditures</b>			
<b>Other Services &amp; Charges</b>			
Maintenance Projects	342,522	(54,018)	288,504
Street Overlay	3,060,230	(26,380)	3,033,850
Neighborhood Revitalization	800,000	(49,487)	750,513
Beautification/Community Projects	15,000	10,825	25,825
Contingies/Grant Matches	100,000	-	100,000
<b>Total Other Services &amp; Charges</b>	<b><u>4,317,752</u></b>	<b><u>(119,060)</u></b>	<b><u>4,198,692</u></b>
<b>Capital</b>			
Infrastructure Improvements	7,140,834	(352,324)	6,788,510
Equipment	590,782		590,782
Building Improvements	3,563,973	(65,903)	3,498,070
Park Improvements	967,932	(274,177)	693,755
Vehicles	220,489		220,489
Police Vehicles/Equipment	300,905		300,905
Fire Equipment/Trucks	918,906		918,906
Contingencies(Grant Matches)	-	-	-
<b>Total Capital</b>	<b><u>13,703,821</u></b>	<b><u>(692,404)</u></b>	<b><u>13,011,417</u></b>
<b>Other Financing Uses</b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>
<b>Total Expenditures</b>	<b><u>18,021,573</u></b>	<b><u>(811,464)</u></b>	<b><u>17,210,109</u></b>

**Purpose:** To correct prior year carryover amounts from FY 2020 to FY 2021.

Voting

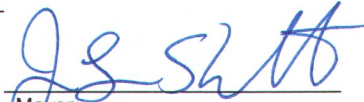
Councilman Markel Whittington	<u>Aye</u>
Councilman Lynn Bryan	<u>Aye</u>
Councilman Travis Beard	<u>Aye</u>
Councilman Nettie Davis	<u>Aye</u>
Councilman Buddy Palmer	<u>Aye</u>
Councilman Mike Bryan	<u>Aye</u>
Councilman Willie Jennings	<u>Absent</u>

Approved:

  
\_\_\_\_\_  
President of the Council  
City of Tupelo

Attest:

  
\_\_\_\_\_  
Clerk of the Council

  
\_\_\_\_\_  
Mayor  
City of Tupelo

Attest:

  
\_\_\_\_\_  
City Clerk



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Kim Hanna, CFO  
**DATE** November 3, 2020  
**SUBJECT:** IN THE MATTER OF SETTING PUBLIC HEARING DATE-MTP **KH**

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**Request:**

To set the date for the public hearing for the priorities of Phase VII of the Major Throughfare Program on December 1, 2020.

**ATTACHED:**  
Public Notice

**City of Tupelo**  
**Major Thoroughfare Program – Phase VII**  
**Notice of Public Hearing**

PLEASE TAKE NOTICE that the governing authorities of the City of Tupelo will conduct a public hearing on **Tuesday, December 1, 2020**, at 6:00p.m. in the Council Room of the City Hall, 71 E. Troy Street, Tupelo, Mississippi, in conjunction with the regular City Council meeting, for the purpose of receiving public comment and debate on the ordinance as to the priorities on the Major Thoroughfare Program (Phase VII). Citizens are invited to attend and participate. To ensure general and fair expression to as many as possible, the City Council may limit the time for each participant. Groups are encouraged to appoint a spokesperson. Information and opinions may be submitted for consideration instead of speaking. Citizens may obtain additional information about Phase VII and the proposed priorities from the Department of Development Services on the third floor of the City Hall during normal business hours.

Dated November 3, 2020.

City of Tupelo, Mississippi

Mayor Jason Shelton

**Publish November 18 & 25, 2020**

## Tupelo Coliseum Commission

### Meeting Minutes

September 21, 2020

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, September 21, 2020, at 3:00 p.m. in the North Hall meeting rooms with the following present:

Interim Chairman Neal McCoy  
Commissioner Jason Hayden  
Commissioner Stan McIntosh  
Commissioner Tom Brown  
Commissioner Yvette Crump  
Commissioner Jonathan Waller  
Commissioner Marcus McCoy  
Commissioner Nat Grubbs

Representatives of the City of Tupelo Present:

Kim Hanna, Chief Financial Officer  
Kevan Kirkpatrick, Interim Executive Director – BancorpSouth Arena  
Markel Whittington – City Councilman

Chairman McCoy called the meeting to order at 3:00 p.m.

### **Approval of Minutes from August 17, 2020, Regular Meeting Minutes**

Commissioner McCoy made a motion to approve the minutes from August 17, 2020, as presented seconded by Commissioner Grubbs. All commission members voting aye, the motion passed.

### **Financial Report**

Kim Hanna reported on finances stating there is “over \$392k in the operating money, stated Hanna. “We are in a really good financial place considering COVID and the basic shut down and it looks like we will not have to dip into the reserves this year.” “On paper, it looks like COVID is better than the Counting Crows.”

### **Director’s Report**

Kevan Kirkpatrick, Coliseum interim director reported that “starting in January and going through march we holding twelve dates for arena events but everyone is just waiting to see what happens before confirming.”

**Executive Director Search:**

Commissioner Hayden reported that the job posting will expire on September 25, 2020. The search firm has received 27 resumes, they feel that 14 of the candidates are worth a phone interview, they will conduct 8-40 phone interviews, with the selection committee's help they will create a 4-6 candidate shortlist to have a second phone interview with the committee, then 2-3 in-person interviews.

**New Business:****Officer Elections**

After a brief conversation, Neal McCoy nominated Nat Grubbs for the position of Chairman. Commissioner Hayden seconded the motion. All commissioners voted aye; the motion passed. Stan McIntosh nominated Yvette Crump for the position as secretary. Commissioner McCoy seconded the motion. All commissioners voted aye; the motion passed.


**Check Approval:**

Chairman McCoy asked for a motion to approve the checks. Commissioner Brown motioned to approve the checks. Commission Waller seconded the motion. All commissioners voted aye; the motion passed.

**Adjournment:**

After no other business, Chairman McCoy adjourned the meeting at 3:26 p.m.

  
Yvette Crump  
Secretary

  
Nat Grubbs  
Chairman



STATE OF MISSISSIPPI  
TATE REEVES, GOVERNOR  
DEPARTMENT OF PUBLIC SAFETY  
SEAN J. TINDELL, COMMISSIONER

**SUBRECIPIENT GRANT AWARD**

Subrecipient:

**CITY OF TUPELO FIRE DEPARTMENT**  
(Task Force William Grantham Salary)

Project Title(s):

FY'20 Homeland Security Grant Program

Grant Period:

10/01/20 – 09/30/21

Date of Award:

09/01/2020

Total Amount of Award:

**\$50,000.00**

Grant No.:

**20HS366T**

In accordance with the provisions of Federal Fiscal Year 2019 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Subrecipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2020-SS-00033**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C. 603).

**Payment of Funds:** The original signed copy of this Award must be signed by the Official Authorized to Sign in the space below and returned to the MOHS **no later than December 15, 2020**. **The grant shall be effective upon return of this form and final approval the MOHS of the grant budget and program narrative.** Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

**I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above.** I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

**Supplantation:** The Act requires that subrecipients provide assurance that subrecipient funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT

*Thomas Wab*

Signature of Official Authorized to Sign


*Spencer Williams*

Signature of MOHS Director

**SUBRECIPIENT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE MOHS OF THE SUBRECIPIENT'S GRANT PROGRAM BUDGET AND NARRATIVE.**

### GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to receive assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements, if applicable.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds:
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.

  
 \_\_\_\_\_  
 Grant Recipient Representative

11-1-2020  
 \_\_\_\_\_  
 Date



**MISSISSIPPI OFFICE OF HOMELAND SECURITY**

**STATE HOMELAND SECURITY GRANT PROGRAM SPECIAL CONDITIONS**

\* \* \* \* \*

1. All sub-grantees must comply with the rules and regulations of 2 CFR 200.
2. All sub-grantees are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
3. All SHSP sub-grantees must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
4. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only.
5. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).
6. A physical inventory of property and equipment (as defined in Section IV, D.) must be completed and the results reconciled with the property control form at least once every two years. This report must be prepared and submitted by the sub-recipient to the SAA by January 31 of each year.
7. The MOHS requires that property acquired with grant funds be tagged and tracked using a computer-based inventory system.
8. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. In an effort to realize improved interoperability, all radios purchased under this grant should be APCO 25 compliant.
9. The Budget Worksheet and/or Budget Narrative pages for this grant need to be revised before obligation of any grant funds.

**As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above conditions.**

  
 \_\_\_\_\_  
 Signature of the Chief Executive Officer

11-4-2020  
 \_\_\_\_\_  
 Date

**STATE OF MISSISSIPPI  
AND  
GOVERNOR TATE REEVES**



**HOMELAND SECURITY  
COOPERATIVE AGREEMENT**

**Between**

**CITY OF TUPELO FIRE DEPARTMENT**

**AND**

**MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY**



## **HOMELAND SECURITY COOPERATIVE AGREEMENT (CA)**

On behalf of Governor Tate Reeves, this Cooperative Agreement is entered into between the Department of Public Safety, Office of Homeland Security, hereto referred to as *Recipient*, and the City of Tupelo Fire Department hereto referred to as Sub-recipient.

### **Article I. Purpose**

The purpose of this Cooperative Agreement (CA) is to utilize 100% federal funding (no match required) provided through FEMA, U.S. Department of Homeland Security to enhance capabilities within the State of Mississippi to respond to acts of domestic and international terrorism including the use of weapons of mass destruction. The Department of Public Safety, Office of Homeland Security will accomplish this by prioritizing and facilitating the delivery and use of federal financial assistance as identified in the published Office for Domestic Preparedness Homeland Security Grant Program Guidance (attached). This enables the Sub-recipient to exercise management discretion and control in achieving the specified objectives of this Cooperative Agreement within the State of Mississippi. It is intended that this partnership will result in the development of a competent and sustainable system designed to provide prevention/deterrence and emergency response to a potential terrorism event within the State.

### **Article II. Budget Narrative**

The objectives outlined within the performance period of this Cooperative Agreement will be supportive of the priorities defined in the State Homeland Security Three-Year Strategic Plan in the form of equipment, planning, training, exercise, management and administration funding and shall be in compliance with FEMA Homeland Security Grant Program Guidance.

### **Article III. Period of Performance**

The period of performance for this Cooperative Agreement shall begin on the date of acceptance of the **SUBRECIPIENT AWARD** execution and shall continue through the period of SUBRECIPIENT AWARD unless terminated by the Department of Public Safety. Future SUBRECIPIENT AWARDS for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.

## Article IV. Reports

The Quarterly Report and financial reports: Request for reimbursement is due within 30 days after each reporting quarter: 1<sup>st</sup> Quarter, October-December, 2<sup>nd</sup> Quarter, January-March; 3<sup>rd</sup> Quarter, April-June; 4<sup>th</sup> Quarter, July-September.

The Quarterly and Progress reports must be submitted so that progress can be tracked and outcomes evaluated.

## Article V. Roles and Responsibilities

### A. Local Sub recipient General Guidance

1. The local *Sub-recipient* shall develop and improve their capability to combat the affects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published OJP selected equipment list or support of planning, exercises or training activities associated with the prevention, response or recovery from terrorism incidents.
2. The chief elected official is responsible for committing to the terms of this CA, budgeting local funds to purchase equipment or support jurisdictional exercise, training and planning efforts for executing this CA on behalf of the Sub-recipient 's jurisdiction.
3. The Sub-Recipient shall designate a *Sub-recipient* public official as the Sub-recipient Grant Administrator (SGA) for developing and attaching the CA scope of work to Appendices A & B, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-recipient to *Recipient* for repayment. **The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MSOHS) via the Biannual Strategy Implementation Report (BSIR)**

### B. Local Homeland Security Program Guidance

The Homeland Security Grant Program (HSGP) through the State Homeland Security Program (SHSP) provides funds for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of State and local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber attacks; for costs related to the design, development, and conduct of a State CBRNE and cyber security training programs and

attendance at ODP-sponsored CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Assessments and Strategies (SHSAS). See Annex A (Local Homeland Security Program) for specific guidance, policies, and reporting requirements.

**C. State Recipient**

1. The *Recipient* shall be the Department of Public Safety, Office of Homeland Security, acting on behalf of the State of Mississippi.
2. The Commissioner of the Department of Public Safety (DPS) or the Commissioner's Designee is the state signatory official and shall be the principal state official responsible for committing the state to the terms of this agreement. The DPS Commissioner, or his designee acting in the absence of the Commissioner, will exercise final approval authority of all *Sub-recipient* applications, grant awards, allocations, and requests for reimbursements and for ensuring overall *Recipient* administration.
3. The DPS, Office of Homeland Security, is designated the Recipient Point-of- Contact (POC) for assisting the *Sub-recipient* in developing the authorized equipment purchase list, specialized training requirements, and for providing overall day-to-day program management.

**D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms**

The SAA will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and MS Development Authority Office of Minority Business.

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

## Article VI. Funding Consideration

The *Recipient* POC will receive and review *Sub-recipient's* application and forward to the SAA Director for approval. After approval the *Recipient* will issue a sub-recipient award letter, which authorizes the *Sub-recipient* to expend local funds and be reimbursed pursuant to the terms of this CA. **Local funds expended prior to the date of the award letter are not authorized to be reimbursed.**

When the *Sub-recipient* has expended funds awarded, the SGA will prepare and submit a Request for Reimbursement to the *Recipient POC*. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The *Recipient POC* will review the reimbursement package for completeness and forward to the *Recipient* Office of the Comptroller for payment.

- A. The *Recipient* will not be liable under this Agreement for any amount greater than the award allocated by the Office for Domestic Preparedness to the State for the grant performance period.
- B. No cost or obligation shall be incurred by the *Recipient* under this Agreement unless and until the *Recipient* advises the *Sub-recipient* in writing that the application has been approved and funds are available.
- C. Reimbursement will be made by the *Recipient* to the *Sub-recipient* based on the **Mississippi Sub-recipient Reporting Worksheet**. Required documentation must accompany the worksheet.
- D. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.
- E. *Sub-recipient's* requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the recipient POC explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in current annual jurisdictional budget must be accompanied by purchase orders.
- F. *Sub-recipient's* Request for Reimbursement and other required financial reports will be submitted to the *Recipient* with a copy of all receipt(s) or invoices showing that authorized equipment or other expenditures such as personnel, supplies, etc. has been paid for in-full by *Sub-recipient* and attached to an approved grant application.

## **Article VII. Maintenance, Replacement costs and Use of Equipment, Sell & Disposal**

- A. Equipment purchased under the terms of this CA will be stored, maintained and used in accordance with the purpose and objectives of this Cooperative Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the *Sub-recipients*.
- B. The sub-recipient is required to maintain an equipment inventory list that contains the following information: equipment description, identification/serial number, title holder, acquisition date, cost, percentage of federal funds used in the cost, location, use and condition, and disposition date.
- C. Instructions on how to sell and/or dispose of equipment, please visit our website at [www.homelandsecurity.ms.gov](http://www.homelandsecurity.ms.gov). (Click on the tab Grants / Grant Forms)

## **Article VIII. Nonperformance**

Failure by the *Sub-recipient* to comply with the terms of this Cooperative Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the *Recipient*. Failure to expend all grant funds awarded (by date stated on Awards Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

## **Article IX. Administrative Provisions**

The *Recipient* and *Sub-recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

## C. Other Provisions

1. Nothing in this agreement is intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
2. Sub-recipient is required to ensure that grant monies are used to support all Emergency Service related agencies and departments, specifically law enforcement, fire and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.
3. If the sub-recipient (organization/jurisdiction) expends \$750,000 or more in federal funds (from all sources including pass-through sub awards) in the sub-recipient's (organization/jurisdiction) fiscal year (12-month turnaround reporting period) is required to have a single organization/jurisdiction wide audit conducted in accordance with 2 CFR 200.
4. All final requests for reimbursement must be received in the Mississippi Office of Homeland Security no later than 45 days after the period of performance.
5. Sub-recipient is required to complete EHP Review as required for Equipment Purchases and any type of Construction.
6. All sub-recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities in order to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.
7. **Effective October 1, 2010 ALL sub-recipients are required to have and furnish a Dun and Bradstreet Data Universal Numbering System (DUNS) number to the Mississippi Office of Homeland Security as a component of the Article IX. A DUNS number is the nine digit number established and assigned by Dun and Bradstreet, Inc (D&B) to uniquely identify business entities. If your jurisdiction does not have a DUNS number, one may be obtained from D&B by**



telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

**NO GRANT AWARD LETTER WILL BE ISSUED WITHOUT THE SUB RECIPIENT HAVING A DUNS NUMBER.**

## **Article X. Monitoring**

### **A. Management Decision**

Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the sub-recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the sub-recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the sub-recipient regarding the management decision, as required by 2 CFR 200.521. If the sub-recipient has not completed corrective action, a timetable follow-up will be given.

### **B. Audit Review Follow-Up**

- Contacts sub-recipient(s) for additional information as needed.
- Determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution.
- Updates the status of each audit review until all follow-up actions are completed and the file is closed.

**Article XI. Execution**

**IN WITNESS WHEREOF**, the parties names herein have duly executed this Cooperative Agreement on the date set forth below:

**SUBRECIPIENT: CITY OF TUPELO FIRE DEPARTMENT ATTESTS:**

By: Thomas Walk  
Authorized Official

Date: 11-1-2020

**DUNS Number:** 08-326-7666

**APPROVED:** State of Mississippi

By: Jenny Williams Date: \_\_\_\_\_  
Executive Director  
Mississippi Office of Homeland Security

**STATE HOMELAND SECURITY  
GRANT PROGRAM**



- Costs associated with the implementation and adoption HSPD-8 initiatives
- Costs associated with the implementation and adoption of NIMS
- Costs associated with the modifying existing incident management and emergency operations plans to ensure proper alignment with the NRP coordinating structures, processes, and protocols
- Establishment or enhancement of mutual aid agreements
- Development of communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIC
- Design state and local geospatial data systems
- Development of related critical infrastructure terrorism prevention activities including:
  - o Planning for enhancing security during heightened alerts, during terrorist incidents and/or during mitigation and recovery
  - o Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
  - o Citizen Corps activities in communities surrounding critical infrastructure sites, including Neighborhood Watch, VIPS, and other opportunities for citizen participation
  - o Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
  - o CIP cost assessments, including resources (financial, personnel, etc.) required for security enhancements/deployments.

**Develop and enhance plans and protocols, including but not limited to:**

- Develop or enhance emergency operations plans and operating procedures
- Develop terrorism prevention/deterrence plans
- Develop plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Develop or enhance border security plans
- Develop or enhance cyber security plans
- Develop or enhance cyber risk mitigation plans
- Develop or enhance agriculture/food security risk mitigation, response, and recovery plans
- Develop public/private sector partnership emergency response, assessment, and resource sharing plans
- Develop or update local or regional communications plans
- Development of plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
- Development or enhancement of continuity of operations and continuity of government plans
- Development or enhancement of existing catastrophic incident response and recovery plans to include and integrate federal assets provided under the NRP.

**Develop or conduct assessments,** including but not limited to:

- Conduct point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conduct cyber risk and vulnerability assessments
- Conducting assessments and exercises of existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and state resources
- Activities which directly support the identification of specific catastrophic incident priority response and recovery projected needs
- Activities which directly support the identification and advance preparation of predesignated temporary housing sites; for example:
  - o Conducting assessments and studies to identify qualified candidate sites
  - o Obtaining accurate site surveys and existing utility information
  - o Coordinating zoning requirements and necessary permits and/or waivers
  - o Coordinating environmental impact requirements related to a selected site
  - o Coordinating historic preservation requirements related to a selected site.

**Allowable Training Costs**

Local jurisdictions may use HSGP funds to enhance the capabilities of state and local emergency preparedness and response personnel through development of a state homeland security training program. Allowable training-related costs under ODP grant programs include: 1) establishment of CBRNE terrorism and cyber security training programs within existing training academies, universities or junior colleges; and 2) overtime and backfill costs associated with attendance at ODP-sponsored and ODP approved CBRNE and cyber security training courses.

The target audience for training courses include emergency preparedness, prevention and response personnel, emergency managers and public/elected officials within the following disciplines: firefighters, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security and private security providers. The homeland security training program should also include training for citizens in awareness, preparedness, prevention, response skills, and volunteer activities and be coordinated through state and local Citizen Corps Councils.

Local jurisdictions are encouraged to adopt current ODP awareness and performance level courses. In order to deliver these courses, state and local instructors must have been certified to deliver the course by successfully completing ODP train-the-trainer courses. Detailed descriptions of ODP courses are included in the *ODP CBRNE Training Course Catalog* at <http://www.ojp.usdoj.gov/odp/docs/coursecatalog.pdf>. Programs of instruction for these courses will be made available upon request to assist efforts to institutionalize these training programs at the state and local levels.

ODP will conduct periodic reviews of all state and urban area training funded by ODP. These reviews may include requests for all course materials and physical observation of participation in the funded training. If these reviews determine that courses are outside the scope of this guidance, recipients will be asked to reimburse grant fund expended in support of those efforts.

ODP provides the following definitions of key training terms to facilitate a common understanding of the FY20 HSGP guidance:

- **ODP Courses:** Those courses developed for and/or delivered by institutions and organizations funded by ODP.
- **Federal Courses Related to CBRNE Terrorism:** Those courses developed for and or delivered by institutions funded by federal entities other than ODP which fall within the ODP mission scope: of which is to prepare state and local personnel to prevent, respond to, and recover from acts of terrorism involving CBRNE weapons.
- **Non-Federal Courses:** Those courses developed for and or delivered by institutions or organizations other than federal entities or ODP.

In addition, local jurisdictions shall follow accepted principles of instructional systems design, employing the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model or equivalent methodologies. (The ADDIE process is explained in greater depth in the *ODP Blended Learning Strategy* available on the ODP website at: <http://www.ojp.usdoj.gov/odp/blendedlearning>.) Local jurisdictions shall apply these methodologies to ensure that complete curriculum exists for training funded by ODP grant. Complete curriculum consists of:

- **Level of Training.** The state or urban area will identify the level(s) of training of the course(s) and materials submitted. Each submission must be identified as Awareness, Performance–Defense (Occupational Safety and Health Administration (OSHA) Operations), Performance–Offensive (OSHA Technician), or Planning/Management (OSHA Incident Command) levels. More detailed descriptions of the levels can be found at <http://www.ojp.usdoj.gov/odp/training.htm> or <http://www.osha.gov>.
- **Program of Instruction/Syllabus.** The program of instruction or syllabus is an outline or matrix of the course content. It addresses the scope of the training, course learning objectives, duration of the training (broken-down by module, session, or lesson), resource requirements, instructor to student ratio and an evaluation strategy. These items are not all-inclusive, but are the minimum categories that should be addressed.
- **Training Support Package.** The training support package includes all of the materials associated with the delivery of a training course. The following items should be included:
  - o **Instructor Guide/Instructor Outline/Instructor Lesson Plans:** The published instructor material that contains course text and special instructor notes that provides the information to deliver the material

- o **Participant Manual/Guide/Workbook:** The published student material that contains the supporting information in booklet or handout form that the participant has available for reference
- o **Audio/Visual Support Materials:** Any audio/visual components that are part of any learning module, session, lesson, or that supports the overall training being delivered
- o **Special Support Materials:** Any descriptions of practical exercises, tabletop exercises, hands-on exercises, or other material that supports learning objectives

• **Module/Session/Lesson Content.** Training courses should be designed based on a building block approach. Each sub-component in the course should be titled as a module, session, or lesson. Regardless of the title, each module, session, or lesson, should have a Lesson Administration Page that outlines the following:

- o **Scope Statement:** A brief description of the content of the module, session or lesson
- o **Terminal Learning Objectives:** An action verb statement that outlines what the participant is expected to learn or be capable of performing at the conclusion of the module, session, or lesson. There should be only one terminal learning objective per module, session, or lesson
- o **Enabling Learning Objectives:** Enabling learning objectives are the incremental learning objectives that support the terminal learning objective. There should be at least one enabling learning objective per module, session or lesson. Each enabling learning objective must be a measurable performance statement that enables the participant to demonstrate achievement of the terminal learning objective
- o **Resource List:** A listing of the resources needed to successfully accomplish the module, session, or lesson
- o **Instructor to Participant Ratio:** The instructor to participant requirement for successful presentation of the material (e.g., 1:25)
- o **Reference List:** A listing of all reference materials used to develop the module, session, or lesson (This information may also be included as a bibliography).
- o **Practical Exercise Statement:** This describes any exercises associated with the module, session, or lesson
- o **Evaluation Strategy:** This defines the strategy used to evaluate the module, session, or lesson (e.g., written and/or performance test).

**Conditional Approvals of Non-ODP Courses.** In contrast to FY04, no conditional approvals, in advance of an independent third-party subject matter expert (SME) review, will be granted in FY20 for use of ODP funds to develop or institutionalize non-ODP courses. ODP will require local jurisdictions to adhere to a streamlined course approval process. Please see *Appendix E: Overview of Approval Process for Non-ODP Developed Courses* for more information. Courses will either be approved or disapproved following this review process.

**Attending Other Federal Courses Related to CBRNE Terrorism.** Local jurisdictions are no longer required to submit requests for personnel to attend certain Federal courses that fall within the ODP mission scope of preparing state and local personnel to prevent,



respond to, and recover from acts of terrorism involving CBRNE weapons. In lieu of requesting approval, local jurisdictions will be required to submit information on all federal training they are supporting with ODP funds via the Training section of the ODP website (<http://www.ojp.usdoj.gov/odp/training.htm>). This information will consist of course title, level of the training, the training provider, the date of the course, the number of individuals to be trained, and the sponsoring jurisdiction.

Several broad categories of courses will automatically be included in the list of eligible federal courses:

- All NIMS training approved by the NIMS Integration Center (NIC) is eligible for use of ODP funds.
- All Incident Command System (ICS) training offered through the National Fire Academy and the Emergency Management Institute is eligible for use of ODP funds. This guidance applies to resident training, train-the-trainer, and field delivery of courses.

A list of federal courses that fall within the ODP mission scope is included in *Appendix F: Federal Training Course List*.

These courses must build additional capabilities that 1) meet a specific need identified through the homeland security assessment process, and 2) comport with the State or Urban Area Homeland Security Strategy.

Federal funds must be used to supplement—not supplant—existing funds that have been appropriated for the same purpose. Thus, if the state or urban area has already budgeted for personnel to attend courses, ODP funds may only be used to send additional individuals above and beyond those previously budgeted.

**Eligibility of Hazardous Materials Courses.** Hazardous materials courses, including basic, operations, and technician level courses, are eligible for support through ODP funds **only if the course fully addresses the hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence***. If the hazardous materials course does **not fully** address the hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the course is not considered an allowable use of ODP funds.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

**Eligibility of Search and Rescue, Special Weapons and Tactics (SWAT), and Medical Trauma Courses.** On September 1, 2004, ODP issued Information Bulletin #132 on the

Interagency Security Plan, available at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm>. In this bulletin, ODP expanded the allowable use of grant funds to support additional training in the areas of search and rescue, SWAT, and medical trauma provided certain requirements were met. The following sections provide further detail on these initiatives.

- *Eligibility of Search and Rescue Courses:* Local jurisdictions shall conduct search and rescue training in compliance with:

- o NFPA 1670, *Standard on Operations and Training for Technical Rescue and Search Incidents*
- o NFPA 1006, *Standard for Rescue Technician Professional Qualifications Only*  
Urban Search and Rescue (USAR) courses approved by FEMA and delivered by FEMA-certified providers are eligible for use of ODP funds. A list of these courses and providers will be maintained by ODP in coordination with FEMA.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

If the basic, foundational USAR course fully addresses the fire service and or hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational USAR course does **not** fully address these sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the USAR course to be considered an allowable use of ODP funds.

These USAR courses are intended to build a critical capacity at the state and local levels. **The execution of this training in the stated capacity-building context is unrelated to designation of national USAR teams. Therefore, local jurisdictions and UASI jurisdictions may not request such designation based on training.**

- *Eligibility of SWAT Courses:* SWAT courses, including basic, foundational courses, are eligible for support through ODP funds, provided that the training meets the following requirements:

- o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
- o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of SWAT personnel.

- o Trainees shall be sworn officers and shall have completed a Basic SWAT school accredited by the appropriate state-level criminal justice organization.
  - o Training shall be conducted by instructors certified by a state or national level criminal justice organization
  - o The State or Urban Area shall develop and implement a safety plan excluding service ammunition and weapons from the training site and shall not employ live chemical agents (to include OC) or impact weapons during the training
  - o If a foundational SWAT course fully addresses the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational SWAT course does **not** fully address the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational SWAT course to be considered an allowable use of ODP funds.
- *Eligibility of Medical Trauma Courses:* Medical trauma courses—including basic, foundational courses—are eligible for support through ODP funds, provided that the training meets the following requirements:
    - o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
    - o Local jurisdictions shall conduct training in compliance with NFPA 473, *Standard Competencies for EMS Personnel Responding to Hazardous Materials Incidents*.
    - o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of EMS providers.
    - o Local jurisdictions shall coordinate their efforts with the closest MMRS jurisdiction.
    - o Trainees shall have completed a basic Emergency Medical Technician (EMT) certification per the state or local accreditation requirements. This type of training may not be funded with ODP monies.
    - o If a foundational medical trauma course fully addresses the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational medical trauma course does **not** fully address the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student Must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational medical trauma course to be considered an allowable use of ODP funds.

**Evaluation of ODP Training Courses.** The goal of evaluating ODP training courses is to determine how much a participant's knowledge, skills, and abilities change after completion of a course relative to knowledge, skills, and abilities prior to the class. ODP utilizes a self-assessment methodology and collects information via a standardized evaluation form. The form is designed to gather data about the course and participant, including data such as the participant's professional discipline and years of service. Additionally, the evaluation measures the participant's knowledge relative to a set of standardized learning objectives both before and after taking the course.

***If a state or local jurisdiction uses ODP funds to provide ODP-approved courses, the state or local jurisdiction must use the standard evaluation form to collect data about the course and its participants.*** An ODP-approved course is defined as one developed by the state or local jurisdiction and approved by ODP for delivery. If the state or local jurisdiction receives training through its ODP course allocation, the training partner delivering the course is responsible for data collection and entry. Similarly, if the state or local jurisdiction enters into a direct contract with one of the ODP training partners, training partner is still responsible for the data collection and entry function.

However, if the ODP-sponsored course is delivered by a state or local organization, the course provider is responsible for collecting data on the course and its participants. As part of the course approval process, the course developer establishes a set of course objectives directly tied to the course content. The objectives are incorporated into the standardized course evaluation form. Course participants are required to complete all fields and the course instructor is responsible for ensuring that all forms are complete. Course providers are granted access to and enter data into the ODP Secure Portal. Costs related to developing and administering the self-assessment and collecting information via a standardized evaluation form is allowable.

### **Allowable Exercise Costs**

Exercises conducted with ODP support (grant funds or direct support) must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contain guidance and recommendations for designing, developing, conducting, and evaluating exercises. HSEEP Volumes I-III can be found at ODP's website at <http://www.ojp.usdoj.gov/odp/exercises.htm>. Volume IV, which contains sample exercise materials and documents, can be found on ODP's Secure Portal at <https://odp.esportals.com> or <http://www.llis.gov>.

**Exercise Planning Workshop.** Local jurisdictions must conduct an annual Exercise Planning Workshop (EPW) to examine the progress and effectiveness of their current exercise strategy and program. A Multiyear Exercise Plan and schedule must be produced from the EPW and submitted through ODP's Secure Portal Exercise Scheduler located at <https://odp.esportals.com>. Refer to HSEEP Volume III, Chapter 2 for further guidance on EPWs and the Multiyear Exercise Plan and schedule.

**Exercise Scenarios.** The scenarios used in SHSP, UASI, and LETPP-funded exercises must be terrorism-related and based on the state's/urban area's homeland security strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. Recipients that need further clarification on scenarios should consult with their ODP Exercise Manager for assistance and/or approval. Fifteen all-hazards National Planning Scenarios, including twelve terrorism scenarios, have been developed, and will be made available for use in national, federal, state, and local homeland security preparedness activities. Citizen participation in exercises is encouraged to include back filling non-professional tasks for first responders deployed on exercise, administrative and logistical assistance with exercise implementation, and providing simulated victims, press, and members of the public. Citizen participation in exercises should be coordinated with local Citizen Corps Council(s).

Recipients that wish to expend funds on models, simulations, or games (MS&G) must consult with "Review of Models, Simulations, and Games for Domestic Preparedness Training and Exercising, Volume III," which provides an overview and analysis of existing models, simulations and games. This report is available at <http://www.ojp.usdoj.gov/odp/exercies.htm>

Recipients must justify the purchase and use of a given MS&G product/service, by a) documenting the training and/or exercise objective(s), b) documenting how the selected product/service will support those objectives, and c) justification for the chosen product category (potentially referring to Volume III benefits/limitations). The form for this justification can be found at <http://www.ojp.usdoj.gov/odp/exercises.htm>.

If a state or urban area will be hosting an upcoming special event (e.g., Superbowl, G-8 Summit, etc.), or they anticipate that they will apply to be a venue for a future Top Officials (TOPOFF) exercise, they should plan to use SHSP or UASI funding to fund training and exercise activities in preparation for that event.

All tabletop exercises (TTXs), drills, functional exercises (FEs), and full-scale exercises (FSEs) will be evaluated and performance based. An After Action Report (AAR) and Improvement Plan will be prepared and submitted to DHS/ODP following every TTX, drill, FE, and FSE. AAR/IPs must be provided to ODP within 60 days following completion of each exercise (see HSEEP Volume II, Appendix A). Currently, these AAR/IPs can be submitted through the ODP Secure Portal. However ODP is working with other agencies to develop a national reporting system. ***A state or local jurisdiction that conducts an exercise using SHSP, UASI, and LETPP funds must follow the HSEEP doctrine and protocol contained in Volume II.***

Local jurisdictions are encouraged to develop a self-sustaining State Homeland Security Exercise and Evaluation Program which is modeled after the national HSEEP. This may include, for example: hiring dedicated exercise program staff, awareness seminars on HSEEP, attending exercise training courses, and maintaining a system to track the completion and submission of AARs and Improvement Plans from exercises (including costs associated with meeting with local units of government to define procedures).

### **Allowable Management and Administrative Costs**

All programs within HSGP have allowable M&A costs for both the state-level as well as the local unit of government, urban area, or designated sub-recipient.

- **SHSP, UASI, LETPP, CCP, MMRS:** No more than **5% of the total amount** allocated to the state for each program within HSGP may be retained at the state level and used for M&A purposes. These state M&A funds must be included in the total funds retained by the state. In addition, local jurisdiction sub-recipients may retain and use up to **5% of their sub-award** for local M&A purposes.

### **Unauthorized Program Expenditures**

Unauthorized program expenditures include: 1) expenditures for items such as general use software (word processing, spreadsheet, graphics, etc), general-use computers (other than for allowable M&A activities, or otherwise associated preparedness or response functions) and related equipment, general-use vehicles, licensing fees, weapons systems and ammunition; 2) activities unrelated to the completion and implementation of the SHSP; 3) other items not in accordance with the Authorized Equipment List or previously listed as allowable costs; and, 4) construction or renovation of facilities.

**Designation of Subgrantee Grant Administrator (SGA)  
HOMELAND SECURITY PROGRAM**

The following person is officially appointed to represent your jurisdiction as the *Subgrantee* Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Cooperative Agreement during the performance period on behalf of the *Subgrantee*.

Name: Thomas Walker Title: Fire Chief  
(Subgrantee Grant Administrator)

Organization Name: City of Tupelo

Mailing Address: P.O. Box 1485

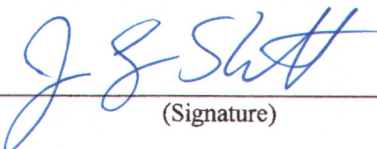
City: Tupelo, MS Zip Code 38802-1485

Telephone Number: (662) 841-6482 Fax Number: (662) 841-6551

Cellular Number: (662) 871-7957 Pager Number: ( ) \_\_\_\_\_

Email Address: thomas.walker@tupeloms.gov

Appointed by: Jason L. Shelton Date: November 3, 2020  
(Print Subgrantee Official's Name)

Signed:  Title: Mayor, City of Tupelo  
(Signature)

# City of Tupelo

Jason L. Shelton  
Mayor

Thomas Walker  
Fire Chief

## HOMELAND SECURITY GRANT 20HS366T

### Scope of Work

#### COUNCIL

Markel Whittington  
Ward One

Lynn Bryan  
Ward Two

Travis Beard  
Ward Three

Nettie Y. Davis  
Ward Four

Buddy Palmer  
Ward Five

Mike Bryan  
Ward Six

Willie Jennings  
Ward Seven

#### Narrative Statement

The City of Tupelo agrees to serve as a pass-through entity through which William Grantham Jr. may be paid for services rendered in his position as a Statewide Training Coordinator for the Mississippi Office of Homeland Security.

#### Project

Establish/enhance statewide deterrence/prevention and response efforts.

#### Goal

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

#### Objectives

To provide consulting services for training and exercise coordination and policy/operational guidance.

#### Implementation

In his capacity as Statewide Training Coordinator, William Grantham Jr. will provide consulting services to the Mississippi Homeland Security Task Forces. His scope of work will include training coordination and evaluation, asset management, and planning for the Mississippi Office of Homeland Security and the Mississippi Task Forces.

Grantham will plan, schedule, and execute up to five Task Force exercises per contract year, including after-action reports and corrections. All exercises will be developed and executed in accordance with the U.S. Department of Homeland Security's Exercise and Evaluation Program. During exercises, Grantham will serve as exercise coordinator and evaluator and will ensure that task force leaders use ICS and NIMS during all exercises.

APPENDIX G



# City of Tupelo

**Jason L. Shelton**  
Mayor

**Thomas Walker**

**Fire Chief**

Grantham will also assist with the development of an Incident Support Team within the Mississippi task forces.

Other duties will include attending monthly MOHS planning meetings, providing training evaluations, and outlining required training programs. Grantham may also be deployed during real-world events involving Mississippi task forces, if deemed necessary.

### **Budget**

The funding allocated under this grant will be used exclusively for Grantham's salary, which will be paid monthly.



### COUNCIL

Markel Whittington  
Ward One

Lynn Bryan  
Ward Two

Travis Beard  
Ward Three

Nettie Y. Davis  
Ward Four

Buddy Palmer  
Ward Five

Mike Bryan  
Ward Six

Willie Jennings  
Ward Seven

**Mississippi Task Force Statewide Training Coordinator Agreement  
City of Tupelo (Mississippi Task Force 1) and WMG Consulting, LLC**

This agreement is made between the Mississippi Task Forces, an agency of the City of Tupelo, and WMG Consulting, LLC, an independent contractor for training coordination and planning services for Mississippi Task Forces.

Whereas, the City of Tupelo has been awarded a grant from the Mississippi Office of Homeland Security for exercise planning services for Mississippi Task Forces, WMG Consulting, LLC, will provide such services as outlined in the scope of work and within the guidelines issued by the Mississippi Office of Homeland Security for a sum of \$50,000 at \$4,166.67 (Four thousand, one hundred, sixty six dollars and 67 cents) per month, which includes travel expenses associated with conducting official business of Mississippi Task Forces.

**Contract Period:**

This contract shall be valid from the date of approval of all parties to the end of the grant period (October 1, 2020 through September 30, 2021). In no case shall this contract extend beyond any grant period allocated for the team planner and/or a period in which grant funds are not allocated.

**Scope of Work:**

WMG Consulting, LLC, will provide consulting services to an Exercise Coordinator, training coordination and Policy/Operational Guidance Developer for the Mississippi Task Forces. The scope of work will include asset management, training coordination for all Task Forces, planning, scheduling, and developing/designing, execution, coordination and tracking of After-Action Corrections for up to five (5) Task Force Exercises per contract year. All exercises shall be developed and executed in accordance with the U.S. Department of Homeland Security Exercise & Evaluation Program. During exercises, WMG Consulting, LLC, assume the role of Exercise Coordinator and Evaluator. WMG Consulting, LLC, shall ensure that Task Force Leaders utilize ICS & NIMS during all exercises and assist with the development of an Incident Support Team (IST) within the Mississippi Task Forces. Within the confines of this agreement, WMG Consulting, LLC, could be deployed during real world events involving Mississippi Task Forces if deemed necessary. WMG Consulting, LLC, will provide consulting services to provide training evaluations and outline required training programs. Final Draft copies of these documents, in both electronic and hard copy form are due to MOHS no later than September 30, 2021, in order to receive final payment on this agreement.

1. Attend Monthly Planning Meetings in MOHS Office or where assigned,
2. Training Coordination for MS. Task Forces.
3. Aid in Asset Management
4. Other Duties as Assigned.

**Modification:**

This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or State revision of any applicable laws or regulations make changes in this agreement necessary.

**Property Rights:**

Any property purchased under this agreement shall become the property of Mississippi Task Forces for exclusive use by Mississippi Task Forces. Any items purchased must be in accordance with the training grant and approved by the Mississippi Task Force Leader. Any documents, materials, handouts, concepts and ideas developed during for the Mississippi Task Forces shall be the property of Mississippi Task Forces for use and distribution as necessary. WMG Consulting, LLC, may use any documents, materials, handouts, concepts, and ideas developed for the Mississippi Office of Homeland for the basis of other consulting matters.

**Compensation:**

Compensation for services shall be paid as described in the Scope of Work. Unless otherwise approved, this agreement is for the minimal services as provided in the scope of work. WMG Consulting, LLC, shall be responsible for the providing of expenses above his/her contract fees.

The contractor shall bill City of Tupelo once a month for fees. The total sum of the contract shall be billed to City of Tupelo on an equal monthly basis.

Copies, supplies and other planning related materials shall be supplied by Mississippi Task Forces as allowed fund grant funds.

**Termination:**

Unless otherwise requested, this agreement shall be terminated upon satisfactory completion of all work proposed by WMG Consulting, LLC, or on the date noted above. This agreement may be terminated by either party within thirty (30) days notice in writing by the requesting party.

**Indemnification:**

To the fullest extent of the law, WMG Consulting, LLC, shall indemnify, defend, save and hold harmless, protect, and exonerate Mississippi Task Forces, and the City of Tupelo, officers, employees, agents and representatives, from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fee, arising out of or caused by WMG Consulting, LLC, and/or its partners, principals, agents employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, WMG Consulting, LLC, may be allowed to control the defense of any such claim, suit, etc. In the event WMG Consulting, LLC, defends said Claim, suit, etc., WMG Consulting, LLC, shall use legal counsel

acceptable to the City; WMG Consulting, LLC, shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. WMG Consulting, LLC, shall not settle any claim, suit, etc. with the City's concurrence, which the City shall not unreasonable withhold.

Each party to this agreement acknowledges that no representations have been made or shall be made which are not contained in here within and that any other agreement, assurance, or statement shall be invalid and not binding. This agreement may not be amended orally and may only be modified in writing, signed by WMG Consulting, LLC, and representatives of Mississippi Office of Homeland Security and City of Tupelo.

Read and Agreed to:

WMG Consulting, LLC,  
William Grantham

Date: October 17, 2020



City of Tupelo  
Jason L. Shelton, Mayor

Date:

## Fiscal Year 2020

### Administrative Budget Detail Worksheet

**State:** Mississippi

**Date:** November 1, 2019

**Jurisdiction:** City of Tupelo / Tupelo Fire Department

**Administrative Total:** \$50,000

Administrative Budget Category	Item	Amount
Personnel (Full, Part-time)		
<b>Sub-Total:</b>		
Contractors/Consultants	William Grantham, Jr.	\$50,000
	(Statewide Training Coordinator for Task Forces)	
<b>Sub-Total:</b>		<b>\$50,000</b>
Travel		
<b>Sub-Total:</b>		
Meeting Expenses		
<b>Sub-Total:</b>		
Office Equipment		
<b>Sub-Total:</b>		
Supplies		
<b>Sub-Total:</b>		
<b>Total Jurisdictional Allocation:</b>		<b>\$50,000</b>

# Fiscal Year 2020

## Planning Budget Detail Worksheet

State: Mississippi

Date: 11-1-2020

Jurisdiction: City of Tupelo/Tupelo Fire Department

Planning Total: \$50,000.00

Planning Budget Category	Item	Amount
Personnel (Full, Part-time)		
<b>Sub-Total:</b>		
Contractors/Consultants	William Grantham, Jr.	\$50,000
	(Statewide Training Coordinator for Task Forces)	
<b>Sub-Total:</b>		<b>\$50,000</b>
Travel		
<b>Sub-Total</b>		
Overtime/Backfill		
<b>Sub-Total:</b>		
Meeting Expenses		
<b>Sub-Total:</b>		
Office Equipment		
<b>Sub-Total:</b>		
Supplies		
<b>Sub-Total:</b>		
<b>Total Jurisdictional Allocation:</b>		<b>\$50,000</b>



**Mississippi Department of Public Safety  
Office of Homeland Security**



**IMPLEMENTATION SCHEDULE**

20HS366T

Implementation Tasks	Person Responsible	Implementation Proposed Time Frame (Proposed Quarters)				Implementation Actual Time Frame (Actual Dates)			
		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Plan, coordinate, and executive training scenarios for task forces statewide	William Grantham, Jr.	X	X	X	X				
Prepare Invoices for monthly payment of services	William Grantham, Jr.	X	X	X	X				
Issue invoices for payment of services	Thomas Walker, Fire Chief	X	X	X	X				
Submit quarterly reports and reimbursement requests to MOHS	Thomas Walker, Fire Chief	X	X	X	X				
Submit semi-annual progress report to MOHS	Thomas Walker, Fire Chief	X	X	X	X				
Project closeout	Thomas Walker, Fire Chief	X	X	X	X				

The implementation schedule is intended to give our office a proposed list of planned activities, implementation dates, and person responsible for documenting implementation. Exact dates are not necessary in the "Implementation Proposed Time Frame" section. Please use an 'X' to denote which quarter you plan to implement the activity.



**Mississippi Department of Public Safety**  
358  
**Office of Homeland Security**



**GRANT TERMS AND CONDITIONS**

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

GRANT NO. **20HS366**

**CERTIFICATION BY PROJECT DIRECTOR \***

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the subgrantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Jason L. Shelton Title: Mayor  
(Please Print or Type)

Agency: City of Tupelo, MS Mailing Address: P.O. Box 1485, Tupelo, MS 38802-1485

Phone Number: (662) 841-6513

Pager Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ E-Mail Address: Jason.Shelton@tupeloms.gov

Signature:  Bonded:  Yes  No

**CERTIFICATION BY FINANCIAL OFFICER \***

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the subgrantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Kim Hanna Title: Chief Financial Officer  
(Please Print or Type)

Agency: City of Tupelo, MS Mailing Address: P.O. Box 1485, Tupelo, MS 38802-1485

Phone Number: (662) 841-6502

Fax Number: \_\_\_\_\_ E-Mail Address: Kim.Hanna@tupeloms.gov

Pager Number: \_\_\_\_\_

Bonded:  Yes  No

Signature: 





359  
**Mississippi Department of Public Safety**  
**Office of Homeland Security**



**GRANT TERMS AND CONDITIONS**

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

GRANT NO. 20HS366T

**CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN \* (Administrator)**

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the subgrantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Thomas Walker Title: Fire Chief  
(Please Print or Type)

Agency: City of Tupelo, MS Fire Department Mailing Address:  
City/State, Zip: 106 West Jefferson Street  
Tupelo, MS 38804

Phone Number: (662) 841-6482

Fax Number: \_\_\_\_\_ E-Mail Address: thomas.walker@tupeloms.gov

Pager Number: \_\_\_\_\_

Signature: *Thomas Walker* Bonded:  Yes  No

**\* NOTE:** THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SAA APPROVAL.

2020 NCSR Completion Certification

Organization	Questionnaire ID	Year	Progress	Progress Status	(NCSR)Demo 3: Cybersecurity Governance	Org User	Postal Code	State of Origin
<a href="#">Mississippi - City of Tupelo</a>	<a href="#">694517</a>	2020	142 of 142 Completed		Your organization only	<a href="#">King, David</a>	38802	Mississippi

Page 1 of 1 (1 records)



STATE OF MISSISSIPPI  
TATE REEVES, GOVERNOR  
DEPARTMENT OF PUBLIC SAFETY  
SEAN J. TINDELL, COMMISSIONER

## SUBRECIPIENT GRANT AWARD

Subrecipient: **CITY OF TUPELO FIRE DEPARTMENT**  
(Level A and B Suits and Gas Monitor)

Project Title(s): FY'20 Homeland Security Grant Program

Grant Period: 10/01/20 – 09/30/21      Date of Award: 09/01/2020

Total Amount of Award: **\$10,000.00**      Grant No.: **20HS366**


In accordance with the provisions of Federal Fiscal Year 2019 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Subrecipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2020-SS-00033**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C. 603).

**Payment of Funds:** The original signed copy of this Award must be signed by the Official Authorized to Sign in the space below and returned to the MOHS **no later than December 15, 2020**. **The grant shall be effective upon return of this form and final approval the MOHS of the grant budget and program narrative.** Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

**Supplantation:** The Act requires that subrecipients provide assurance that subrecipient funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

### ACCEPTANCE FOR THE SUBRECIPIENT



Signature of Official Authorized to Sign

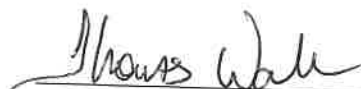


Signature of MOHS Director

**SUBRECIPIENT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE MOHS OF THE SUBRECIPIENT'S GRANT PROGRAM BUDGET AND NARRATIVE.**

### GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to receive assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements, if applicable.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.



Grant Recipient Representative

11-1-2020

Date


**MISSISSIPPI OFFICE OF HOMELAND SECURITY**

**STATE HOMELAND SECURITY GRANT PROGRAM SPECIAL CONDITIONS**

\* \* \* \* \*

1. All sub-grantees must comply with the rules and regulations of 2 CFR 200.
2. All sub-grantees are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
3. All SHSP sub-grantees must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
4. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only.
5. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).
6. A physical inventory of property and equipment (as defined in Section IV, D.) must be completed and the results reconciled with the property control form at least once every two years. This report must be prepared and submitted by the sub-recipient to the SAA by January 31 of each year.
7. The MOHS requires that property acquired with grant funds be tagged and tracked using a computer-based inventory system.
8. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. In an effort to realize improved interoperability, all radios purchased under this grant should be APCO 25 compliant.
9. The Budget Worksheet and/or Budget Narrative pages for this grant need to be revised before obligation of any grant funds.

**As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above conditions.**

  
 \_\_\_\_\_  
 Signature of the Chief Executive Officer

11-4-2020  
 \_\_\_\_\_  
 Date

**STATE OF MISSISSIPPI  
AND  
GOVERNOR TATE REEVES**



**HOMELAND SECURITY  
COOPERATIVE AGREEMENT**

**Between**

**CITY OF TUPELO FIRE DEPARTMENT**

**AND**

**MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY**



## **HOMELAND SECURITY COOPERATIVE AGREEMENT (CA)**

On behalf of Governor Tate Reeves, this Cooperative Agreement is entered into between the Department of Public Safety, Office of Homeland Security, hereto referred to as *Recipient*, and City of Tupelo Fire Department hereto referred to as Sub-recipient.

### **Article I. Purpose**

The purpose of this Cooperative Agreement (CA) is to utilize 100% federal funding (no match required) provided through FEMA, U.S. Department of Homeland Security to enhance capabilities within the State of Mississippi to respond to acts of domestic and international terrorism including the use of weapons of mass destruction. The Department of Public Safety, Office of Homeland Security will accomplish this by prioritizing and facilitating the delivery and use of federal financial assistance as identified in the published Office for Domestic Preparedness Homeland Security Grant Program Guidance (attached). This enables the Sub-recipient to exercise management discretion and control in achieving the specified objectives of this Cooperative Agreement within the State of Mississippi. It is intended that this partnership will result in the development of a competent and sustainable system designed to provide prevention/deterrence and emergency response to a potential terrorism event within the State.

### **Article II. Budget Narrative**

The objectives outlined within the performance period of this Cooperative Agreement will be supportive of the priorities defined in the State Homeland Security Three-Year Strategic Plan in the form of equipment, planning, training, exercise, management and administration funding and shall be in compliance with FEMA Homeland Security Grant Program Guidance.

### **Article III. Period of Performance**

The period of performance for this Cooperative Agreement shall begin on the date of acceptance of the **SUBRECIPIENT AWARD** execution and shall continue through the period of SUBRECIPIENT AWARD unless terminated by the Department of Public Safety. Future SUBRECIPIENT AWARDS for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.

## Article IV. Reports

The Quarterly Report and financial reports: Request for reimbursement is due within 30 days after each reporting quarter: 1<sup>st</sup> Quarter, October-December, 2<sup>nd</sup> Quarter, January-March; 3<sup>rd</sup> Quarter, April-June; 4<sup>th</sup> Quarter, July-September.

The Quarterly and Progress reports must be submitted so that progress can be tracked and outcomes evaluated.

## Article V. Roles and Responsibilities

### A. Local *Sub recipient* General Guidance

1. The local *Sub-recipient* shall develop and improve their capability to combat the affects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published OJP selected equipment list or support of planning, exercises or training activities associated with the prevention, response or recovery from terrorism incidents.
2. The chief elected official is responsible for committing to the terms of this CA, budgeting local funds to purchase equipment or support jurisdictional exercise, training and planning efforts for executing this CA on behalf of the Sub-recipient's jurisdiction.
3. The Sub-Recipient shall designate a *Sub-recipient* public official as the Sub-recipient Grant Administrator (SGA) for developing and attaching the CA scope of work to Appendices A & B, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-recipient to *Recipient* for repayment. **The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MSOHS) via the Biannual Strategy Implementation Report (BSIR)**

### B. Local Homeland Security Program Guidance

The Homeland Security Grant Program (HSGP) through the State Homeland Security Program (SHSP) provides funds for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of State and local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber attacks; for costs related to the design, development, and conduct of a State CBRNE and cyber security training programs and



attendance at ODP-sponsored CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Assessments and Strategies (SHSAS). See Annex A (Local Homeland Security Program) for specific guidance, policies, and reporting requirements.

### **C. State Recipient**

1. The *Recipient* shall be the Department of Public Safety, Office of Homeland Security, acting on behalf of the State of Mississippi.
2. The Commissioner of the Department of Public Safety (DPS) or the Commissioner's Designee is the state signatory official and shall be the principal state official responsible for committing the state to the terms of this agreement. The DPS Commissioner, or his designee acting in the absence of the Commissioner, will exercise final approval authority of all *Sub-recipient* applications, grant awards, allocations, and requests for reimbursements and for ensuring overall *Recipient* administration.
3. The DPS, Office of Homeland Security, is designated the Recipient Point-of- Contact (POC) for assisting the *Sub-recipient* in developing the authorized equipment purchase list, specialized training requirements, and for providing overall day-to-day program management.

### **D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms**

The SAA will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and MS Development Authority Office of Minority Business.

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

## Article VI. Funding Consideration

The *Recipient* POC will receive and review *Sub-recipient's* application and forward to the SAA Director for approval. After approval the *Recipient* will issue a sub-recipient award letter, which authorizes the *Sub-recipient* to expend local funds and be reimbursed pursuant to the terms of this CA. **Local funds expended prior to the date of the award letter are not authorized to be reimbursed.**

When the *Sub-recipient* has expended funds awarded, the SGA will prepare and submit a Request for Reimbursement to the *Recipient POC*. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The *Recipient POC* will review the reimbursement package for completeness and forward to the *Recipient* Office of the Comptroller for payment.

- A. The *Recipient* will not be liable under this Agreement for any amount greater than the award allocated by the Office for Domestic Preparedness to the State for the grant performance period.
- B. No cost or obligation shall be incurred by the *Recipient* under this Agreement unless and until the *Recipient* advises the *Sub-recipient* in writing that the application has been approved and funds are available.
- C. Reimbursement will be made by the *Recipient* to the *Sub-recipient* based on the **Mississippi Sub-recipient Reporting Worksheet**. Required documentation must accompany the worksheet.
- D. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.
- E. *Sub-recipient's* requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the recipient POC explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in current annual jurisdictional budget must be accompanied by purchase orders.
- F. *Sub-recipient's* Request for Reimbursement and other required financial reports will be submitted to the *Recipient* with a copy of all receipt(s) or invoices showing that authorized equipment or other expenditures such as personnel, supplies, etc. has been paid for in-full by *Sub-recipient* and attached to an approved grant application.

## **Article VII. Maintenance, Replacement costs and Use of Equipment, Sell & Disposal**

- A. Equipment purchased under the terms of this CA will be stored, maintained and used in accordance with the purpose and objectives of this Cooperative Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the *Sub-recipients*.
- B. The sub-recipient is required to maintain an equipment inventory list that contains the following information: equipment description, identification/serial number, title holder, acquisition date, cost, percentage of federal funds used in the cost, location, use and condition, and disposition date.
- C. Instructions on how to sell and/or dispose of equipment, please visit our website at [www.homelandsecurity.ms.gov](http://www.homelandsecurity.ms.gov). (Click on the tab Grants / Grant Forms)

## **Article VIII. Nonperformance**

Failure by the *Sub-recipient* to comply with the terms of this Cooperative Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the *Recipient*. Failure to expend all grant funds awarded (by date stated on Awards Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

## **Article IX. Administrative Provisions**

The *Recipient* and *Sub-recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

### C. Other Provisions

1. Nothing in this agreement is intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
2. Sub-recipient is required to ensure that grant monies are used to support all Emergency Service related agencies and departments, specifically law enforcement, fire and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.
3. If the sub-recipient (organization/jurisdiction) expends \$750,000 or more in federal funds (from all sources including pass-through sub awards) in the sub-recipient's (organization/jurisdiction) fiscal year (12-month turnaround reporting period) is required to have a single organization/jurisdiction wide audit conducted in accordance with 2 CFR 200.
4. All final requests for reimbursement must be received in the Mississippi Office of Homeland Security no later than 45 days after the period of performance.
5. Sub-recipient is required to complete EHP Review as required for Equipment Purchases and any type of Construction.
6. All sub-recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities in order to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.
7. **Effective October 1, 2010 ALL sub-recipients are required to have and furnish a Dun and Bradstreet Data Universal Numbering System (DUNS) number to the Mississippi Office of Homeland Security as a component of the Article IX. A DUNS number is the nine digit number established and assigned by Dun and Bradstreet, Inc (D&B) to uniquely identify business entities. If your jurisdiction does not have a DUNS number, one may be obtained from D&B by**

telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

**NO GRANT AWARD LETTER WILL BE ISSUED WITHOUT THE SUB RECIPIENT HAVING A DUNS NUMBER.**

## **Article X. Monitoring**

### **A. Management Decision**

Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the sub-recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the sub-recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the sub-recipient regarding the management decision, as required by 2 CFR 200.521. If the sub-recipient has not completed corrective action, a timetable follow-up will be given.

### **B. Audit Review Follow-Up**

- Contacts sub-recipient(s) for additional information as needed.
- Determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution.
- Updates the status of each audit review until all follow-up actions are completed and the file is closed.

**Article XI. Execution**

**IN WITNESS WHEREOF**, the parties names herein have duly executed this Cooperative Agreement on the date set forth below:

**SUBRECIPIENT: CITY OF TUPELO FIRE DEPARTMENT ATTESTS:**

By: Thomas Walker  
Authorized Official

Date: 11-1-2020

**DUNS Number:** 08-326-7666

**APPROVED:** State of Mississippi

By: Jerry Williams Date: \_\_\_\_\_  
Executive Director  
Mississippi Office of Homeland Security

**STATE HOMELAND SECURITY  
GRANT PROGRAM**

# LOCAL HOMELAND SECURITY PROGRAM FISCAL YEAR 2020

**TOTAL AWARD:** **\$10,000.00**

## **Allowable Equipment Costs**

Allowable equipment categories for FY20 HSGP are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by ODP and the Oklahoma City National Memorial Institute for the Prevention of Terrorism (MIPT) at <http://www.rkb.us>. The website is designed to provide emergency responders, purchasers, and planners with a trusted, integrated, online source of information on products, standards, certifications, grants, and other equipment related information. By integrating this information, which includes the Inter-Agency Board's (IAB) Standardized Equipment List (SEL) and the AEL from ODP, into one location, responders, vendors, standards organizations, training facilities, and grant making organizations have a trusted first source to answering questions such as:

- What equipment is on the market?
- Has it been certified?
- If so, to what standard?
- What training is needed to use it effectively?
- Are there experts available for consultation and questions?

The FY20 HSGP, AEL is housed on the RKB and relies heavily on the SEL developed by the IAB for Equipment Standardization and Interoperability. The 2020 AEL has been modified to facilitate cross-referencing of the SEL in an effort to eliminate redundancy. Both the AEL and SEL are available on the RKB, which also offers an interactive version that provides links to corresponding SEL items and commercial products. In some cases, items on the SEL are not allowable under FY20 HSGP or will not be eligible for purchase unless specific conditions are met. In addition, some items eligible under this grant program are beyond the scope of the SEL and thus will only appear in the AEL.

## **Planning Costs Allowable**

SHSP funds may be used for a range of homeland security planning activities, including the following:

**Developing and implementing homeland security support programs and adopting DHS national initiatives** including but not limited to the following:



- Costs associated with the implementation and adoption HSPD-8 initiatives
- Costs associated with the implementation and adoption of NIMS
- Costs associated with the modifying existing incident management and emergency operations plans to ensure proper alignment with the NRP coordinating structures, processes, and protocols
- Establishment or enhancement of mutual aid agreements
- Development of communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIC
- Design state and local geospatial data systems
- Development of related critical infrastructure terrorism prevention activities including:
  - o Planning for enhancing security during heightened alerts, during terrorist incidents and/or during mitigation and recovery
  - o Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
  - o Citizen Corps activities in communities surrounding critical infrastructure sites, including Neighborhood Watch, VIPS, and other opportunities for citizen participation
  - o Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
  - o CIP cost assessments, including resources (financial, personnel, etc.) required for security enhancements/deployments.

**Develop and enhance plans and protocols, including but not limited to:**

- Develop or enhance emergency operations plans and operating procedures
- Develop terrorism prevention/deterrence plans
- Develop plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Develop or enhance border security plans
- Develop or enhance cyber security plans
- Develop or enhance cyber risk mitigation plans
- Develop or enhance agriculture/food security risk mitigation, response, and recovery plans
- Develop public/private sector partnership emergency response, assessment, and resource sharing plans
- Develop or update local or regional communications plans
- Development of plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
- Development or enhancement of continuity of operations and continuity of government plans
- Development or enhancement of existing catastrophic incident response and recovery plans to include and integrate federal assets provided under the NRP.

**Develop or conduct assessments**, including but not limited to:

- Conduct point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conduct cyber risk and vulnerability assessments
- Conducting assessments and exercises of existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and state resources
- Activities which directly support the identification of specific catastrophic incident priority response and recovery projected needs
- Activities which directly support the identification and advance preparation of predesignated temporary housing sites; for example:
  - o Conducting assessments and studies to identify qualified candidate sites
  - o Obtaining accurate site surveys and existing utility information
  - o Coordinating zoning requirements and necessary permits and/or waivers
  - o Coordinating environmental impact requirements related to a selected site
  - o Coordinating historic preservation requirements related to a selected site.

**Allowable Training Costs**

Local jurisdictions may use HSGP funds to enhance the capabilities of state and local emergency preparedness and response personnel through development of a state homeland security training program. Allowable training-related costs under ODP grant programs include: 1) establishment of CBRNE terrorism and cyber security training programs within existing training academies, universities or junior colleges; and 2) overtime and backfill costs associated with attendance at ODP-sponsored and ODP approved CBRNE and cyber security training courses.

The target audience for training courses include emergency preparedness, prevention and response personnel, emergency managers and public/elected officials within the following disciplines: firefighters, law enforcement, Emergency Management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security and private security providers. The homeland security training program should also include training for citizens in awareness, preparedness, prevention, response skills, and volunteer activities and be coordinated through state and local Citizen Corps Councils.

Local jurisdictions are encouraged to adopt current ODP awareness and performance level courses. In order to deliver these courses, state and local instructors must have been certified to deliver the course by successfully completing ODP train-the-trainer courses. Detailed descriptions of ODP courses are included in the *ODP CBRNE Training Course Catalog* at <http://www.ojp.usdoj.gov/odp/docs/coursecatalog.pdf>. Programs of instruction for these courses will be made available upon request to assist efforts to institutionalize these training programs at the state and local levels.

ODP will conduct periodic reviews of all state and urban area training funded by ODP. These reviews may include requests for all course materials and physical observation of participation in the funded training. If these reviews determine that courses are outside the scope of this guidance, recipients will be asked to reimburse grant fund expended in support of those efforts.

ODP provides the following definitions of key training terms to facilitate a common understanding of the FY20 HSGP guidance:

- **ODP Courses:** Those courses developed for and/or delivered by institutions and organizations funded by ODP.
- **Federal Courses Related to CBRNE Terrorism:** Those courses developed for and or delivered by institutions funded by federal entities other than ODP which fall within the ODP mission scope: of which is to prepare state and local personnel to prevent, respond to, and recover from acts of terrorism involving CBRNE weapons.
- **Non-Federal Courses:** Those courses developed for and or delivered by institutions or organizations other than federal entities or ODP.

In addition, local jurisdictions shall follow accepted principles of instructional systems design, employing the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model or equivalent methodologies. (The ADDIE process is explained in greater depth in the *ODP Blended Learning Strategy* available on the ODP website at: <http://www.ojp.usdoj.gov/odp/blendedlearning>.) Local jurisdictions shall apply these methodologies to ensure that complete curriculum exists for training funded by ODP grant. Complete curriculum consists of:

- **Level of Training.** The state or urban area will identify the level(s) of training of the course(s) and materials submitted. Each submission must be identified as Awareness, Performance–Defense (Occupational Safety and Health Administration (OSHA) Operations), Performance–Offensive (OSHA Technician), or Planning/Management (OSHA Incident Command) levels. More detailed descriptions of the levels can be found at <http://www.ojp.usdoj.gov/odp/training.htm> or <http://www.osha.gov>.
- **Program of Instruction/Syllabus.** The program of instruction or syllabus is an outline or matrix of the course content. It addresses the scope of the training, course learning objectives, duration of the training (broken-down by module, session, or lesson), resource requirements, instructor to student ratio and an evaluation strategy. These items are not all-inclusive, but are the minimum categories that should be addressed.
- **Training Support Package.** The training support package includes all of the materials associated with the delivery of a training course. The following items should be included:
  - **Instructor Guide/Instructor Outline/Instructor Lesson Plans:** The published instructor material that contains course text and special instructor notes that provides the information to deliver the material

- o **Participant Manual/Guide/Workbook:** The published student material that contains the supporting information in booklet or handout form that the participant has available for reference
- o **Audio/Visual Support Materials:** Any audio/visual components that are part of any learning module, session, lesson, or that supports the overall training being delivered
- o **Special Support Materials:** Any descriptions of practical exercises, tabletop exercises, hands-on exercises, or other material that supports learning objectives

• **Module/Session/Lesson Content.** Training courses should be designed based on a building block approach. Each sub-component in the course should be titled as a module, session, or lesson. Regardless of the title, each module, session, or lesson, should have a Lesson Administration Page that outlines the following:

- o **Scope Statement:** A brief description of the content of the module, session or lesson
- o **Terminal Learning Objectives:** An action verb statement that outlines what the participant is expected to learn or be capable of performing at the conclusion of the module, session, or lesson. There should be only one terminal learning objective per module, session, or lesson
- o **Enabling Learning Objectives:** Enabling learning objectives are the incremental learning objectives that support the terminal learning objective. There should be at least one enabling learning objective per module, session or lesson. Each enabling learning objective must be a measurable performance statement that enables the participant to demonstrate achievement of the terminal learning objective
- o **Resource List:** A listing of the resources needed to successfully accomplish the module, session, or lesson
- o **Instructor to Participant Ratio:** The instructor to participant requirement for successful presentation of the material (e.g., 1:25)
- o **Reference List:** A listing of all reference materials used to develop the module, session, or lesson (This information may also be included as a bibliography).
- o **Practical Exercise Statement:** This describes any exercises associated with the module, session, or lesson
- o **Evaluation Strategy:** This defines the strategy used to evaluate the module, session, or lesson (e.g., written and/or performance test).

**Conditional Approvals of Non-ODP Courses.** In contrast to FY04, no conditional approvals, in advance of an independent third-party subject matter expert (SME) review, will be granted in FY20 for use of ODP funds to develop or institutionalize non-ODP courses. ODP will require local jurisdictions to adhere to a streamlined course approval process. Please see *Appendix E: Overview of Approval Process for Non-ODP Developed Courses* for more information. Courses will either be approved or disapproved following this review process.

**Attending Other Federal Courses Related to CBRNE Terrorism.** Local jurisdictions are no longer required to submit requests for personnel to attend certain Federal courses that fall within the ODP mission scope of preparing state and local personnel to prevent,

respond to, and recover from acts of terrorism involving CBRNE weapons. In lieu of requesting approval, local jurisdictions will be required to submit information on all federal training they are supporting with ODP funds via the Training section of the ODP website (<http://www.ojp.usdoj.gov/odp/training.htm>). This information will consist of course title, level of the training, the training provider, the date of the course, the number of individuals to be trained, and the sponsoring jurisdiction.

Several broad categories of courses will automatically be included in the list of eligible federal courses:

- All NIMS training approved by the NIMS Integration Center (NIC) is eligible for use of ODP funds.
- All Incident Command System (ICS) training offered through the National Fire Academy and the Emergency Management Institute is eligible for use of ODP funds. This guidance applies to resident training, train-the-trainer, and field delivery of courses.

A list of federal courses that fall within the ODP mission scope is included in *Appendix F: Federal Training Course List*.

These courses must build additional capabilities that 1) meet a specific need identified through the homeland security assessment process, and 2) comport with the State or Urban Area Homeland Security Strategy.

Federal funds must be used to supplement—not supplant—existing funds that have been appropriated for the same purpose. Thus, if the state or urban area has already budgeted for personnel to attend courses, ODP funds may only be used to send additional individuals above and beyond those previously budgeted.

**Eligibility of Hazardous Materials Courses.** Hazardous materials courses, including basic, operations, and technician level courses, are eligible for support through ODP funds **only if the course fully addresses the hazardous materials sections included in the ODP Emergency Responder Guidelines and the ODP Homeland Security Guidelines for Prevention and Deterrence**. If the hazardous materials course does **not fully** address the hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the course is not considered an allowable use of ODP funds.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

**Eligibility of Search and Rescue, Special Weapons and Tactics (SWAT), and Medical Trauma Courses.** On September 1, 2004, ODP issued Information Bulletin #132 on the

Interagency Security Plan, available at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm>. In this bulletin, ODP expanded the allowable use of grant funds to support additional training in the areas of search and rescue, SWAT, and medical trauma provided certain requirements were met. The following sections provide further detail on these initiatives.

- *Eligibility of Search and Rescue Courses:* Local jurisdictions shall conduct search and rescue training in compliance with:

- o NFPA 1670, *Standard on Operations and Training for Technical Rescue and Search Incidents*
- o NFPA 1006, *Standard for Rescue Technician Professional Qualifications Only*  
Urban Search and Rescue (USAR) courses approved by FEMA and delivered by FEMA-certified providers are eligible for use of ODP funds. A list of these courses and providers will be maintained by ODP in coordination with FEMA.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

If the basic, foundational USAR course fully addresses the fire service and or hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational USAR course does **not** fully address these sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the USAR course to be considered an allowable use of ODP funds.

These USAR courses are intended to build a critical capacity at the state and local levels. **The execution of this training in the stated capacity-building context is unrelated to designation of national USAR teams. Therefore, local jurisdictions and UASI jurisdictions may not request such designation based on training.**

- *Eligibility of SWAT Courses:* SWAT courses, including basic, foundational courses, are eligible for support through ODP funds, provided that the training meets the following requirements:

- o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
- o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of SWAT personnel.

- o Trainees shall be sworn officers and shall have completed a Basic SWAT school accredited by the appropriate state-level criminal justice organization.
  - o Training shall be conducted by instructors certified by a state or national level criminal justice organization
  - o The State or Urban Area shall develop and implement a safety plan excluding service ammunition and weapons from the training site and shall not employ live chemical agents (to include OC) or impact weapons during the training
  - o If a foundational SWAT course fully addresses the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational SWAT course does **not** fully address the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational SWAT course to be considered an allowable use of ODP funds.
- *Eligibility of Medical Trauma Courses:* Medical trauma courses—including basic, foundational courses—are eligible for support through ODP funds, provided that the training meets the following requirements:
    - o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
    - o Local jurisdictions shall conduct training in compliance with NFPA 473, *Standard Competencies for EMS Personnel Responding to Hazardous Materials Incidents*.
    - o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of EMS providers.
    - o Local jurisdictions shall coordinate their efforts with the closest MMRS jurisdiction.
    - o Trainees shall have completed a basic Emergency Medical Technician (EMT) certification per the state or local accreditation requirements. This type of training may not be funded with ODP monies.
    - o If a foundational medical trauma course fully addresses the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational medical trauma course does **not** fully address the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational medical trauma course to be considered an allowable use of ODP funds.

**Evaluation of ODP Training Courses.** The goal of evaluating ODP training courses is to determine how much a participant's knowledge, skills, and abilities change after completion of a course relative to knowledge, skills, and abilities prior to the class. ODP utilizes a self-assessment methodology and collects information via a standardized evaluation form. The form is designed to gather data about the course and participant, including data such as the participant's professional discipline and years of service. Additionally, the evaluation measures the participant's knowledge relative to a set of standardized learning objectives both before and after taking the course.

***If a state or local jurisdiction uses ODP funds to provide ODP-approved courses, the state or local jurisdiction must use the standard evaluation form to collect data about the course and its participants.*** An ODP-approved course is defined as one developed by the state or local jurisdiction and approved by ODP for delivery. If the state or local jurisdiction receives training through its ODP course allocation, the training partner delivering the course is responsible for data collection and entry. Similarly, if the state or local jurisdiction enters into a direct contract with one of the ODP training partners, training partner is still responsible for the data collection and entry function.

However, if the ODP-sponsored course is delivered by a state or local organization, the course provider is responsible for collecting data on the course and its participants. As part of the course approval process, the course developer establishes a set of course objectives directly tied to the course content. The objectives are incorporated into the standardized course evaluation form. Course participants are required to complete all fields and the course instructor is responsible for ensuring that all forms are complete. Course providers are granted access to and enter data into the ODP Secure Portal. Costs related to developing and administering the self-assessment and collecting information via a standardized evaluation form is allowable.

### **Allowable Exercise Costs**

Exercises conducted with ODP support (grant funds or direct support) must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contain guidance and recommendations for designing, developing, conducting, and evaluating exercises. HSEEP Volumes I-III can be found at ODP's website at <http://www.ojp.usdoj.gov/odp/exercises.htm>. Volume IV, which contains sample exercise materials and documents, can be found on ODP's Secure Portal at <https://odp.esportals.com> or <http://www.llis.gov>.

**Exercise Planning Workshop.** Local jurisdictions must conduct an annual Exercise Planning Workshop (EPW) to examine the progress and effectiveness of their current exercise strategy and program. A Multiyear Exercise Plan and schedule must be produced from the EPW and submitted through ODP's Secure Portal Exercise Scheduler located at <https://odp.esportals.com>. Refer to HSEEP Volume III, Chapter 2 for further guidance on EPWs and the Multiyear Exercise Plan and schedule.



**Exercise Scenarios.** The scenarios used in SHSP, UASI, and LETPP-funded exercises must be terrorism-related and based on the state's/urban area's homeland security strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. Recipients that need further clarification on scenarios should consult with their ODP Exercise Manager for assistance and/or approval. Fifteen all-hazards National Planning Scenarios, including twelve terrorism scenarios, have been developed, and will be made available for use in national, federal, state, and local homeland security preparedness activities. Citizen participation in exercises is encouraged to include back filling non-professional tasks for first responders deployed on exercise, administrative and logistical assistance with exercise implementation, and providing simulated victims, press, and members of the public. Citizen participation in exercises should be coordinated with local Citizen Corps Council(s).

Recipients that wish to expend funds on models, simulations, or games (MS&G) must consult with "Review of Models, Simulations, and Games for Domestic Preparedness Training and Exercising, Volume III," which provides an overview and analysis of existing models, simulations and games. This report is available at <http://www.ojp.usdoj.gov/odp/exercises.htm>

Recipients must justify the purchase and use of a given MS&G product/service, by a) documenting the training and/or exercise objective(s), b) documenting how the selected product/service will support those objectives, and c) justification for the chosen product category (potentially referring to Volume III benefits/limitations). The form for this justification can be found at <http://www.ojp.usdoj.gov/odp/exercises.htm>.

If a state or urban area will be hosting an upcoming special event (e.g., Superbowl, G-8 Summit, etc.), or they anticipate that they will apply to be a venue for a future Top Officials (TOPOFF) exercise, they should plan to use SHSP or UASI funding to fund training and exercise activities in preparation for that event.

All tabletop exercises (TTXs), drills, functional exercises (FEs), and full-scale exercises (FSEs) will be evaluated and performance based. An After Action Report (AAR) and Improvement Plan will be prepared and submitted to DHS/ODP following every TTX, drill, FE, and FSE. AAR/IPs must be provided to ODP within 60 days following completion of each exercise (see HSEEP Volume II, Appendix A). Currently, these AAR/IPs can be submitted through the ODP Secure Portal. However ODP is working with other agencies to develop a national reporting system. ***A state or local jurisdiction that conducts an exercise using SHSP, UASI, and LETPP funds must follow the HSEEP doctrine and protocol contained in Volume II.***

Local jurisdictions are encouraged to develop a self-sustaining State Homeland Security Exercise and Evaluation Program which is modeled after the national HSEEP. This may include, for example: hiring dedicated exercise program staff, awareness seminars on HSEEP, attending exercise training courses, and maintaining a system to track the completion and submission of AARs and Improvement Plans from exercises (including costs associated with meeting with local units of government to define procedures).

### **Allowable Management and Administrative Costs**

All programs within HSGP have allowable M&A costs for both the state-level as well as the local unit of government, urban area, or designated sub-recipient.

- **SHSP, UASI, LETPP, CCP, MMRS:** No more than **5% of the total amount** allocated to the state for each program within HSGP may be retained at the state level and used for M&A purposes. These state M&A funds must be included in the total funds retained by the state. In addition, local jurisdiction sub-recipients may retain and use up to **5% of their sub-award** for local M&A purposes.

### **Unauthorized Program Expenditures**

Unauthorized program expenditures include: 1) expenditures for items such as general use software (word processing, spreadsheet, graphics, etc), general-use computers (other than for allowable M&A activities, or otherwise associated preparedness or response functions) and related equipment, general-use vehicles, licensing fees, weapons systems and ammunition; 2) activities unrelated to the completion and implementation of the SHSP; 3) other items not in accordance with the Authorized Equipment List or previously listed as allowable costs; and, 4) construction or renovation of facilities.

**Designation of Subgrantee Grant Administrator (SGA)  
HOMELAND SECURITY PROGRAM**

The following person is officially appointed to represent your jurisdiction as the *Subgrantee* Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Cooperative Agreement during the performance period on behalf of the *Subgrantee*.

Name: Thomas Walker Title: Fire Chief  
(Subgrantee Grant Administrator)

Organization Name: City of Tupelo

Mailing Address: P.O. Box 1485

City: Tupelo, MS Zip Code 38802-1485

Telephone Number: (662) 841-6482 Fax Number: (662) 841-6551

Cellular Number: (662) 871-7957 Pager Number: ( ) \_\_\_\_\_

Email Address: thomas.walker@tupeloms.gov

Appointed by: Jason L. Shelton Date: November 3, 2020  
(Print Subgrantee Official's Name)

Signed:  Title: Mayor, City of Tupelo  
(Signature)

# City of Tupelo

**Jason L. Shelton**  
Mayor

**Thomas Walker**  
Fire Chief

## HOMELAND SECURITY GRANT 20HS366

### Scope of Work



#### COUNCIL

Markel Whittington  
Ward One

Lynn Bryan  
Ward Two

Travis Beard  
Ward Three

Nettie Y. Davis  
Ward Four

Buddy Palmer  
Ward Five

Mike Bryan  
Ward Six

Willie Jennings  
Ward Seven

#### Narrative Statement

The Tupelo Fire Department, a sub-unit of Task Force 1, plans to use FY2020 Homeland Security Grant Program funds to support the following project and objectives from the State of Mississippi's Homeland Security Strategy.

#### Project

Enhance capability to respond to all-hazards events.

#### Goal

To employ the National Incident Management System (NIMS) and National Response Plan in a tactical and operational all-hazards environment.

#### Objectives

Encourage the necessary equipment to give the State, Task Forces, and local first responders the capability to facilitate the effective and efficient response to an all-hazards threat/incident and to strengthen an all-hazards response including CBRNE detection, response, and decontamination capabilities to facilitate a robust recovery.

Ensure that the local jurisdiction has equipment necessary to strengthen all-hazards response efforts, including CBRNE detection, response, and decontamination capabilities.

#### Budget

The funding allocated under this grant will be used for acquisition of equipment (OneSuits, Level A and B and gas monitors). The total cost of the project is \$10,000. (Please see attached budget detail worksheet.)

APPENDIX H

## Fiscal Year 2020 State Homeland Security Grant Program Equipment Purchase Budget Detail Worksheet and Impact of Funding Table

**Jurisdiction:** Tupelo Fire Department

Category	Item	Quantity	Total Cost	Items to Each Discipline (s)	Allocation to Each Discipline (s)
Personal Protective Equipment	OneSuits, Level A and B	3	\$4000	FS	\$4000
Explosive Device Mitigation and Remediation Equipment					
CBRNE Search & Rescue Equipment					
Interoperable Communication Equipment					
Detection Equipment	Four Gas Monitors	3	\$6,000	FS	\$6,000
Decontamination Equipment					
Physical Security Enhancement Equipment					
Terrorism Incident Prevention Equipment					
CBRNE Logistical Support Equipment					
CBRNE Incident Response Vehicle					
Medical Supplies and Limited Types of Pharmaceuticals					
CBRNE Reference Materials					
Agricultural Terrorism Prevention,					





**Mississippi Department of Public Safety  
Office of Homeland Security**



**IMPLEMENTATION SCHEDULE**

Implementation Tasks	Person Responsible	Implementation Proposed Time Frame (Proposed Quarters)				Implementation Actual Time Frame (Actual Dates)			
		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Issue purchase orders for equipment.	Thomas Walker, Fire Chief	X	X						
Issue payment for equipment	Thomas Walker, Fire Chief		X	X					
Submit quarterly reports and reimbursement requests to MOHS	Thomas Walker, Fire Chief	X	X	X	X				
Submit semi-annual progress reports to MOHS	Thomas Walker, Fire Chief		X		X				
Project closeout	Thomas Walker, Fire Chief				X				

The implementation schedule is intended to give our office a proposed list of planned activities, implementation dates, and person responsible for documenting implementation. Exact dates are not necessary in the "Implementation Proposed Time Frame" section. Please use an 'X' to denote which quarter you plan to implement the activity.



**Mississippi Department of Public Safety**  
390  
**Office of Homeland Security**



**GRANT TERMS AND CONDITIONS**

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

GRANT NO. **20HS366T**

**CERTIFICATION BY PROJECT DIRECTOR \***

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the subgrantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.


Name: Jason Shelton Title: Mayor  
(Please Print or Type)

Agency: City of Tupelo, MS Mailing Address: P.O. Box 1485, Tupelo, MS 38802-1485

Phone Number: (662) 841-6513

Pager Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ E-Mail Address: jason.shelton@tupeloms.gov

Signature:  Bonded:  Yes  No

**CERTIFICATION BY FINANCIAL OFFICER \***

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the subgrantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

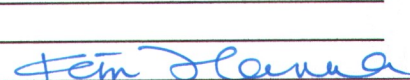
Name: Kim Hanna Title: Chief Financial Officer  
(Please Print or Type)

Agency: City of Tupelo, MS Mailing Address: P.O. Box 1485, Tupelo, MS 38802-1485

Phone Number: (662) 841-6502

Fax Number: \_\_\_\_\_ E-Mail Address: kim.hanna@tupeloms.gov

Pager Number: \_\_\_\_\_ Bonded:  Yes  No

Signature:  APPENDIX H





**Mississippi Department of Public Safety  
Office of Homeland Security**



**GRANT TERMS AND CONDITIONS**

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

GRANT NO. 20HS366

**CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN \* (Administrator)**

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the subgrantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Thomas Walker Title: Fire Chief  
(Please Print or Type)

Agency: City of Tupelo, MS Fire Department Mailing Address:  
City/State, Zip: 106 West Jefferson Street  
Tupelo, MS 38804

Phone Number: \_\_\_\_\_

Fax Number: (662) 841-6551 E-Mail Address: Thomas.Walker@tupeloms.gov

Pager Number: \_\_\_\_\_

Signature: *Thomas Walker* Bonded:  Yes  No

**\* NOTE:** THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SAA APPROVAL.

2020 NCSR Completion Certification

Organization	Questionnaire ID	Year	Progress	Progress Status	(NCSR)Demo 3: Cybersecurity Governance	Org User	Postal Code	State of Origin
<a href="#">Mississippi - City of Tycalo</a>	<a href="#">984517</a>	2020	142 of 142 Completed		Your organization only	King, David	38802	Mississippi

Page 1 of 1 (1 records)



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Thomas Walker, Fire Chief  
**DATE** 10-27-2020  
**SUBJECT:** IN THE MATTER OF REJECT BIDS FOR NEW FIRE STATION TWO **TW**

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**Request:**

Please review and reject bids for new fire Station Two due to over budget bids.

October 27, 2020

Chief Thomas Walker  
Fire Department  
The City of Tupelo  
P.O. Box 1485  
Tupelo, MS 38802-1485

Re: The City of Tupelo  
Fire Station #2  
Tupelo, Mississippi  
Bid Number 2020-035FD  
PryorMorrow Project Number 2020502

Dear Chief Walker:

Bids on the above referenced project were received on Tuesday, October 13, 2020, from eight (8) general contractors. These contractors are as follows:

- Burton Builders, Inc., of Belmont, Mississippi
- C I G Contractors, Inc., of Corinth, Mississippi
- Century Construction Group, Inc., of Tupelo, Mississippi
- DC Services, LLC, of Oxford, Mississippi
- Flagstar Construction Company, Inc., of Brandon, Mississippi
- Hooker Construction, Inc., of Thaxton, Mississippi
- McCarty King Construction Company of Tupelo, Mississippi
- Worsham Brothers Construction, LLC, of Corinth, Mississippi

Ben Logan, Attorney for The City of Tupelo, opened the eight (8) bids after 2:00 p.m. and read each bid aloud. Enclosed for your records is a certified bid tabulation form.

I have reviewed the bids submitted. All bids are competitive but exceed the funds available. In recent conversations with contractors, subcontractors, and material suppliers, it has been determined that COVID-19 has had severe impact on the availability and cost of construction materials. For this reason, it is my recommendation that the bids be rejected and that the project be re-bid at a future date when the economic outlook is more favorable. I have included information provided to me by the lowest bidder, Burton Builders, and its subcontractors. This information pertains to the sharp increase in the price of materials. I am hopeful that costs will be reduced in the not-too-distant future.



**Columbus, MS**

Roger A. Pryor, AIA : John C. Morrow, AIA : Corey D. Ravenhorst, PE : Michael W. Taylor, AIA  
P.O. Box 167 : 5227 S. Frontage Rd. : Columbus, MS 39703 : P 662 327 8990 : F 662 327 8991

**Tupelo, MS**

Rud B. Robison, Jr., AIA : William V. Dexter, Jr., AIA  
P.O. Box 7066 : 1150 S. Green St., Ste. 1F : Tupelo, MS 38802 : P 662 840 8062 : F 662 840 8092

**Brandon, MS**

J. Guadalupe Arellano, AIA  
118 Service Dr., Ste. 8 : Brandon, MS 39042 : P 601 829 6915 : F 601 829 6916

APPENDIX I

I will continue to monitor costs associated with construction and materials and will keep you informed as to any indications of change.

It is a pleasure to work with you on this project. We appreciate the opportunity to be the design professional for the new Fire Station #2. I look forward to a successful rebid and a successful project.

Sincerely,



Rud B. Robison, Jr., AIA

RBR/krs

Enclosures

cc: Mr. Don Lewis, Chief Operations Officer, The City of Tupelo  
Ms. Kim Hanna, City Clerk, The City of Tupelo  
Ms. Becky Bell, Business Manager, PryorMorrow PC

***Burton Builders, Inc.***  
***P.O. Box 638***  
***33 Hwy 366E***  
***Belmont, MS 38827***  
***Ph(662)454-9757 Fax(662)454-3739***

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October 16, 2020

Mayor and Tupelo City Council  
Tupelo, MS

Re: #2 Fire Station Cost Increases

To All:

We have attached letters from our anticipated subs on the above project showing that, due to the ongoing health situation in our country and the supply and demand situation, you-all can understand some of the reasons costs for building projects are going thru the roof.

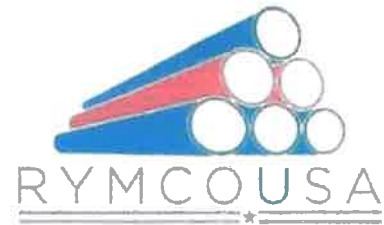
As you can see by the attached letters, 25% and 30% increases are common now and lumber prices have over doubled in the past few months as compared to a year ago.

Thank you,

  
Tim Burten  
President  
Burton Builders, Inc.

**RYMCO USA**

1335 Boyles St Suite A  
Houston, TX 77020  
1-832-962-7688  
<http://www.rymcousa.com>



**September 18, 2020**

**To Our Valued Customers:**

**Please be advised, that effective immediately, RYMCO USA will increase pricing on all new orders of Steel Conduit EMT, Color EMT, IMC, RMC, and strut products. This increase is a result of continued strong demand and increased raw material costs, as well as a shortage of steel in the international marketplace.**

**All orders received and booked prior to this announcement will be price protected for shipments through September 25th, 2020. New orders, quotes and contracts not previously confirmed by RYMCO USA will be subject to this increase.**

**We at RYMCO USA value your relationship and look forward to serving your needs in the future. Please feel free to contact your Sales Representative if you have any questions. We appreciate your business and your continued support.**

**Sincerely,**

**RYMCO Management  
Vice President Sales – Mauricio Bielaz  
Vice President Operations – Jesse Ghitman**



**Lauderdale  
Mechanical Group, Inc.**

P.O. Box 3404  
1862 International Drive  
Tupelo, MS 38803  
(662) 841-7718 Fax (662) 841-7780  
MS Certificate of Responsibility 11706

October 19, 2020

Burton Builders  
#55 Highway 33 East  
Belmont, MS 38827

Re: City of Tupelo  
Fire Station No. 2

If you have picked up any construction magazine or trade newsletter in the last nine months then you know building cost have increased significantly due to Covid-19. In Mechanical construction, in particular, we have seen price increases in almost all equipment, plumbing fixtures, and sheet metal products. Most suppliers are only guaranteeing their pricing for up to 30 days. In these uncertain times suppliers have experienced and expect more manufacturing shut downs and delayed shipments.

In my experience, the largest contributor to increased building cost is due to loss of production and a labor shortage. Loss of production is a reoccurring problem due to quarantining and extended time off due to the virus. We have many open positions and not enough qualified candidates. This has led to increased wages and benefits to successfully complete the projects. This, coupled with the material cost increases, has led to our projects costing approximately 20-25% more than this time last year.

Regards,

A handwritten signature in cursive script, appearing to read 'Tina L. Blanton'.

Tina L. Blanton  
President





Tim Burton,

**Bid Project: Tupelo Fire Station #2 – Tupelo, MS.**

Since March 2020, the fire sprinkler contractor industry has received the following price increase notifications:

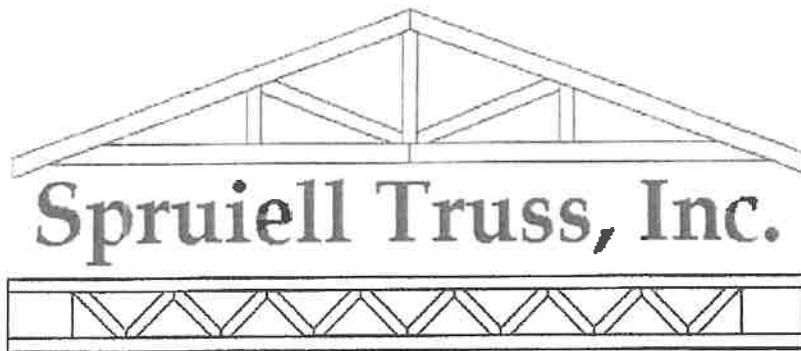
- Fire Grooved Materials – 15%
- Wall Posts – 8%
- Iron Body Valves – 8%
- Ames Colt Series Backflow – 6%
- Ames 2000SS-5000SS Backflow – 4%
- Watts 757/957 Backflow – 6%
- Ames In Building Riser – 6%
- Watts Small Diameter Backflow 007/009 – 10%
- Watts Large Diameter Backflow 709/909 – 4%
- Ames ACV – 4%
- Febco Large Diameter Backflow – 4%
- Milwaukee Valve has announced an approximate 4% increase on all products.
- Eaton B-Line, Tolco Pipe Hangers and Accessories – 3.5%
- System Sensor has announced an additional increase of 2.5% to all products.
- Merit Brass has announced an approximate 8% increase on domestic leaded brass threaded fittings.
- We have received notification (Aug-2020) from all domestic steel pipe manufacturers of an approximate 5% increase on all fire sprinkler pipe effective immediately.
- Eaton B-Line, Tolco Pipe Hangers and Accessories - 5%
- NIBCO, Inc., Fire Protection Valves – 3%
- NIBCO, Inc., Commercial and Industrial Butterfly Valves – 3%
- Fabrication Shops/Suppliers (Oct-2020): "As of recent weeks, we have had close to a 10% increase in pipe that has stuck. Scrap is on the rise as well. Talking to the pipe manufacturers I am being told that they are expecting in the next week or so to announce another 5% increase with another 5% between that announcement and January 1, 2021. Just wanted to let you know what we are hearing and a 20% increase before the end of the year I felt warranted a quick email."

Due to our ever-growing inside (Office) and outside (Field Crews) labor-force, we also have given raises (well deserved). Therefore, our Design and Install labor rates have increased in 2020.

We understand that this bid project was over-budget; yet our company wanted to let you know of why our pricing may have been higher than the owner's early budget projections.

Should you have any questions, contact Keith Teeple at 662-397-5791 cell, or by email at [keith@fireline-ms.com](mailto:keith@fireline-ms.com).

P.O. Box 3251 • Tupelo, MS 38803 • 3905 R.C. Lane • Tupelo, MS 38801  
P: 662.841.2595 • F: 662.841.7593 • [www.fireline-ms.com](http://www.fireline-ms.com)



P.O. Box 635      4382 River Road      Sulligent, AL 35586  
Phone: 205/698-9800      Fax: 205/698-8031      800-257-7480

October 15, 2020

RE: Tupelo Fire Station #2

To Whom It May Concern:

Due to lumber prices tripling in cost this year, the cost of the Fire Station #2 is 30%-40% higher than it would have been last year at this time.

A handwritten signature in cursive script, appearing to read "Todd Eastman".

Todd Eastman  
Vice-President  
Spruiell Truss, Inc.  
P.O. Box 635  
Sulligent, AL 35586  
205-698-9800  
todd@spruielltruss.com

**BID TABULATION FORM**

The City of Tupelo  
 Fire Station #2  
 Tupelo, Mississippi  
 Bid Number 2020-03SFD  
 Pryor/Morrow Project Number 2020502

Date: Tuesday, October 13, 2020  
 Time: 2:00 p.m.  
 Location: Tax Office  
 City Hall, 1<sup>st</sup> Floor  
 71 East Troy Street  
 Tupelo, Mississippi 38804

BIDDER CERTIFICATE OF RESPONSIBILITY NUMBER BID BOND	ADDENDA		BASE BID	ALTERNATES DEDUCTED FROM THE BASE BID		UNIT PRICE 1 (per cubic yard)	CHANGE ORDER %	
	1	2		1 (deductive)	2 (deductive)		+	-
	Burton Builders, Inc. # 05985-MC 5% SureTec Insurance Company	√		√	\$1,780,000.00		(\$73,000.00)	(\$5,000.00)
C I G Contractors, Inc. # 02738-MC 5% Travelers Casualty and Surety Company of America	√	√	\$2,013,000.00	(\$38,900.00)	(\$12,600.00)	\$26.40	15	5
Century Construction Group, Inc. # 11403-MC 5% Travelers Casualty and Surety Company of America	√	√	\$2,017,000.00	(\$74,000.00)	(\$5,500.00)	\$28.00	15	5
DC Services, LLC # 21962-MC 5% Granite Rte, Inc.	√	√	\$2,045,000.00	(\$86,000.00)	(\$5,600.00)	\$19.00	16	8
Flagstar Construction Company, Inc. # 10817-MC 5% Arch Insurance Company	√	√	\$1,990,000.00	(\$82,000.00)	(\$5,400.00)	\$22.00	10	10
Hooker Construction, Inc. # 03552-MC 5% Western Surety Company	√	√	\$1,860,000.00	(\$48,000.00)	(\$14,000.00)	\$24.00	20	12
McCarty King Construction Company # 05687-MC 5% Western Surety Company	√	√	\$1,818,000.00	(\$41,465.00)	(\$12,045.00)	\$21.00	15	0
Worsham Brothers Construction, LLC # 21549-MC 5% American Contractors Indemnity Company	√	√	\$2,013,000.00	(\$87,000.00)	(\$5,900.00)	\$25.00	20	5

**PRYORMORROW PC**  
 Post Office Box 7066  
 1150 South Green Street, Building 1, Suite F (38804)  
 Tupelo, Mississippi 38802-7066

The above bids were opened on Tuesday, October 13, 2020, and, to the best of our knowledge are correct as entered above.

*Rud B. Robison, Jr., AIA*

Rud B. Robison, Jr., AIA  
 Principal



CCE 3-9708

November 2, 2020

Mayor Jason Shelton  
City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

***EASON BRIDGE BANK STABILIZATION AT KINGS CREEK AND TOWN CREEK  
BID NO. 2020-036 PW, FOR CITY OF TUPELO***

Following the receipt and opening of bids on the captioned project, we checked and tabulated the bids. A copy of the tabulation is enclosed along with the original bids.

Please note that the low Total Base Bid of \$397,784.25 was submitted by Site Masters Construction, Inc. of Pheba, MS. However, Site Masters has withdrawn their bid.

The second lowest Total Base Bid of \$572,353.25 was submitted by Parsons Earthworks, Inc. of Iuka, MS.

Parsons Earthworks, Inc. is an experienced contractor in reputable standing and has the resources essential to perform the work.

John Mark Weeden, P.E.  
Principal  
mweeden@cookcoggin.com

Enclosed: Bid Tabulations

APPENDIX J

TABULATION OF BIDS  
 EASON BRIDGE BANK STABILIZATION AT KINGS AND TOWN CREEK  
 CITY OF TUPELO  
 BID NO. 2020-036 PW, CCE # 3-09708



Item No.	Item	#13723 Site Masters Construction, Inc P.O. Box 27 Pheba, MS 39755		#15441 Parsons Earthworks, Inc. 63 County Road 169 Iuka, MS 38852		#12345 ENSCOR, LLC 5566 Commander Drive Arlington, TN 38002			
		Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>BASE BID</b>									
1	Mobilization	1	LS	\$ 35,700.00	\$ 35,700.00	\$ 58,500.00	\$ 58,500.00	\$ 15,000.00	\$ 15,000.00
2	Traffic Control	1	LS	\$ 5,355.00	\$ 5,355.00	\$ 5,850.00	\$ 5,850.00	\$ 22,750.00	\$ 22,750.00
3	Clearing and Grubbing	1	LS	\$ 5,600.00	\$ 5,600.00	\$ 35,100.00	\$ 35,100.00	\$ 75,000.00	\$ 75,000.00
4	Borrow Excavation	2,850	CuYd	\$ 20.91	\$ 59,593.50	\$ 18.72	\$ 53,352.00	\$ 20.00	\$ 57,000.00
5	Geotextile Fabric	2,525	SqYd	\$ 3.41	\$ 8,610.25	\$ 3.51	\$ 8,862.75	\$ 3.50	\$ 8,837.50
6	Stone Riprap (300#)	2,730	Tons	\$ 43.35	\$ 118,345.50	\$ 70.20	\$ 191,646.00	\$ 60.00	\$ 163,800.00
7	Grout for Stone Riprap	610	CuYd	\$ 184.00	\$ 112,240.00	\$ 263.25	\$ 160,582.50	\$ 400.00	\$ 244,000.00
8	Turbidity Curtain	1,000	LinFt	\$ 13.90	\$ 13,900.00	\$ 14.00	\$ 14,000.00	\$ 3.00	\$ 3,000.00
9	Solid Sodding	4,000	SqYd	\$ 4.76	\$ 19,040.00	\$ 5.85	\$ 23,400.00	\$ 5.00	\$ 20,000.00
10	Tied Concrete Block Erosion Control Mat	2,000	SqFt	\$ 9.70	\$ 19,400.00	\$ 10.53	\$ 21,060.00	\$ 10.00	\$ 20,000.00
				<b>TOTAL BASE BID PRICE</b>	<b>\$ 397,784.25</b>	<b>\$ 572,353.25</b>	<b>\$ 629,387.50</b>	<b>\$</b>	<b>\$</b>

TABULATION OF BIDS  
 EASON BRIDGE BANK STABILIZATION AT KINGS AND TOWN CREEK  
 CITY OF TUPELO  
 BID NO. 2020-036 PW, CCE # 3-09708



October 23, 2020 at 11:00 A.M.  
 CITY HALL of Tupelo, 71 East Troy Street, Tupelo, MS 38804

#5993 Colom Construction Co., Inc.  
 P.O. Box 414  
 Ripley, MS 38663

#09317 ERS, Inc.  
 1635 Lelia Drive, Suite 202  
 Jackson, MS 39216

Item No.	Item	Quantity	Unit	#5993 Colom Construction Co., Inc.		#09317 ERS, Inc.	
				Unit Price	Amount	Unit Price	Amount
<b>BASE BID</b>							
1	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 32,000.00	\$ 32,000.00
2	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 9,501.50	\$ 9,501.50
3	Clearing and Grubbing	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 61,000.00	\$ 61,000.00
4	Borrow Excavation	2,850	CuYd	\$ 18.00	\$ 51,300.00	\$ 28.00	\$ 79,800.00
5	Geotextile Fabric	2,525	SqYd	\$ 8.00	\$ 20,200.00	\$ 3.00	\$ 7,575.00
6	Stone Riprap (300#)	2,730	Tons	\$ 46.00	\$ 125,580.00	\$ 82.00	\$ 223,860.00
7	Grout for Stone Riprap	610	CuYd	\$ 275.00	\$ 167,750.00	\$ 290.05	\$ 176,930.50
8	Turbidity Curtain	1,000	LinFt	\$ 18.00	\$ 18,000.00	\$ 10.00	\$ 10,000.00
9	Solid Sodding	4,000	SqYd	\$ 7.00	\$ 28,000.00	\$ 7.50	\$ 30,000.00
10	Tied Concrete Block Erosion Control Mat	2,000	SqFt	\$ 8.00	\$ 16,000.00	\$ 18.50	\$ 37,000.00
<b>TOTAL BASE BID PRICE</b>				<b>\$</b>	<b>\$ 651,830.00</b>	<b>\$</b>	<b>\$ 667,667.00</b>

CONTRACT FOR PROFESSIONAL SERVICES  
 BETWEEN  
 THREE RIVERS PLANNING AND DEVELOPMENT DISTRICT, INC.  
 AND  
 CITY OF TUPELO

This Contract is made and entered into by and between Three Rivers Planning and Development District, hereinafter known as TRPDD, and the City of Tupelo for certain professional services as more fully hereinafter set forth.

City of Tupelo desires to engage TRPDD to render certain professional services in connection with grant writing and administration for the City of Tupelo, said services being more fully set forth in Section I of this Contract.

I. SCOPE OF SERVICES

The City of Tupelo engages TRPDD to provide such services as described in Appendix A entitled "Scope of Services", which is attached hereto.

II. PERIOD OF PERFORMANCE

TRPDD shall diligently undertake the performance of services referred to in Section I entitled "Scope of Services" for a period of one year from November 1st, 2020. Furthermore, this contract is renewable at the City of Tupelo's option for an additional term of one year.

III. CONSIDERATION

The Consideration that shall be paid by the City of Tupelo to TRPDD for rendering of professional services, as set forth herein, shall be as follows:

The actual expenses of TRPDD for the services to be rendered in accordance with the budget attached hereto, but in no event to exceed Seventy-Three Thousand Eight Hundred Sixty-Six Dollars and 00/00 (\$73,866.00).

(\*\* Travel costs, trainings, etc. not included)

#### IV. METHOD OF PAYMENT

The Consideration enumerated in section III of this Contract entitled "Consideration" shall be paid to TRPDD by the City of Tupelo in accordance with Appendix B provided TRPDD has satisfactorily provided the services so described in section I.

#### V. TERMINATION OF CONTRACT

This Contract shall terminate at a date one calendar year from the effective date of this contract, upon completion of the services described in Section I entitled "Scope of Services" and upon payment in full for the same by the City of Tupelo as provided for in Section III entitled "Consideration".

#### VI. UNILATERAL TERMINATION

If, through any cause, either party shall fail to fulfill in timely and proper manner its obligations under this Contract, the other party shall thereupon have the right to terminate this Contract by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In that event, all finished documents, data, and reports prepared by TRPDD under this Contract shall, at the option of the City of Tupelo become the City of Tupelo's property and TRPDD shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. TRPDD shall have the right to reproduce any of such documents and other materials.

#### VII. CHANGES

Any changes in the scope of services of TRPDD to be performed hereunder, including any increase or decrease in the amount of TRPDD's compensation and any change in the period of performance or any time limitation for submission of any required reports which are mutually agreed upon between TRPDD and the City of Tupelo shall be incorporated in written amendments to this Contract.

#### VIII. EQUAL EMPLOYMENT OPPORTUNITY

TRPDD will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. TRPDD shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin.



IX. PROFESSIONAL COMPETENCE

TRPDD certifies that the professional staff assigned to perform the services identified in Section I, "Scope of Services," of this Contract collectively possess adequate professional proficiency for performing the work required.

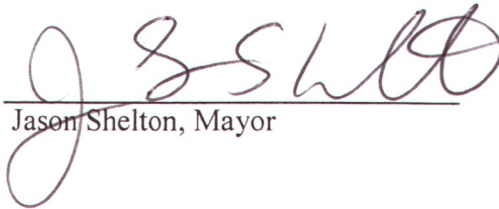
X. EFFECTIVE DATE

The effective date of this contract shall be November 1st, 2020.

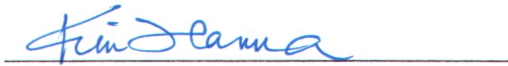
If any part of this Contract shall be adjudged invalid or void, then, and in that event only, that part of Contract shall fail and the remaining provisions shall remain in full force and effect.

WITNESS OUR HANDS, this the 1st day of November, 2020.

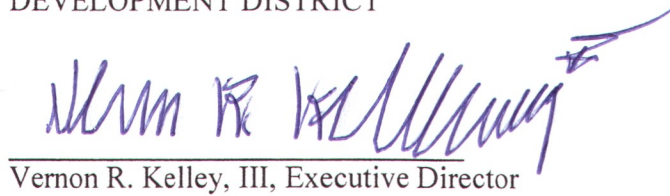
CITY OF TUPELO

  
\_\_\_\_\_  
Jason Shelton, Mayor

ATTEST:

  
\_\_\_\_\_

THREE RIVERS PLANNING  
DEVELOPMENT DISTRICT

  
\_\_\_\_\_  
Vernon R. Kelley, III, Executive Director

ATTEST:

  
\_\_\_\_\_

## APPENDIX A

## SCOPE OF SERVICES - TRPDD

## I. Administration/Management Services

TRPDD shall provide services to include the following:

- Hiring and/or terminating a full-time employee to:
  - Attend city staff and department meetings to coordinate grant needs
  - Investigate and identify grant opportunities based on city needs
  - Prepare and coordinate grant proposals with city staff and administration
  - Monitor, evaluate, and report to city administration
  - Administer all components of grant paperwork in coordination with Mayor, Chief Operations Officer and Chief Financial Officer
  - Attend grant seminars and training programs
  - Promote and lobby grant proposals with appropriate agencies and foundations
- Providing said employee with fringe benefits, office space, and direction
- Coordinating said employee's duties with Mayor Jason Shelton, appointed City of Tupelo Coordinator for this project
- Providing overall grants program assistance

## APPENDIX B

The City of Tupelo shall pay TRPDD not to exceed the sum of Seventy-Three Thousand Eight Hundred Sixty-Six Dollars and 00/00 (\$73,866.00) described in Appendix A, Scope of Services. TRPDD shall present invoices to the City of Tupelo for services on a quarterly basis (January 31, 2021; April 30, 2021; July 30, 2021 and October 31, 2021). Payments to TRPDD shall be forthcoming upon invoice presentation.

(\*\* Travel costs, trainings, etc. not included)

## STATE OF MISSISSIPPI

*Office of the Governor***PROCLAMATION**

**WHEREAS**, pursuant to Miss. Code Ann. Section 3-3-7, Thanksgiving Day, Christmas Day and New Year's Day are declared legal holidays in the State of Mississippi; and

**WHEREAS**, during the Thanksgiving holiday and Christmas and New Year's season, many state employees will spend time with their families in Mississippi and in other states:

**NOW, THEREFORE**, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 26, 2020, in observance of THANKSGIVING DAY; on Friday, December 25, 2020, in observance of CHRISTMAS DAY; and on Friday, January 1, 2021, in observance of NEW YEAR'S DAY.

**IN ADDITION**, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 27, 2020, in further observance of the Thanksgiving holiday, on Thursday, December 24, 2020, in further observance of Christmas and on Thursday, December 31, 2020, in further observance of New Year's Day; and to staff their respective agencies as needed during the Thanksgiving holiday and Christmas and New Year's season.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.



**DONE** in the City of Jackson, on the 16th day of October in the year of our Lord, two thousand and twenty, and of the Independence of the United States of America, the two hundred and forty-fifth.

**TATE REEVES  
GOVERNOR**

**BY THE GOVERNOR**

**MICHAEL WATSON  
SECRETARY OF STATE**

FINAL Lot Mowing Report for 10/7-20/2020

Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1. 32542	089P3121200	516 MAPLE ST	RENEGADE VENTURES, LLC	411 SOUTH GREEN STREET	TUPELO, MS 38804	DJ
2. 32550	077C2507400	1304 LUMPKIN AVE	DAVID BROWN LLC	19483 E TUFTS CIR	CENNTENAIL, CO 80015	MB
3. 32551	077J3506900	331 BATTLEFIELD DR	SOUTHERN GROUP OF MS INC THE	P O BOX 3171	TUPELO, MS 38803	MB
4. 32552	077J3506800	319 BATTLEFIELD DR	SOUTHERN GROUP OF MS INC THE	P O BOX 3171	TUPELO, MS 38803	MB
5. 32553	077J3506700	309 BATTLEFIELD DR	SOUTHERN GROUP OF MS INC THE	P O BOX 3171	TUPELO, MS 38803	MB
6. 32555	077J3506600	300 BATTLEFIELD DR	SOUTHERN GROUP OF MS INC THE	P O BOX 3171	TUPELO, MS 38803	MB
7. 32556	077J3508400	2033 BRIARFIELD DR	SOUTHERN GROUP OF MS INC THE	P O BOX 3171	TUPELO, MS 38803	MB 412
8. 32558	077P3500600	2411 DANNY ST	TTLBL LLC	4747 EXECUTIVE DR STE 510	SAN DIEGO, CA 92121	MB
9. 32560	077Q3608400	121 S HIGHLAND DR	TUPELO RENTAL PROPERTIES LLC	2555 WENDOVER DR	BELDEN, MS 38826	MB
10. 32561	077R3608200	1226 BOGGAN DR	CHUNN COREY	2555 WENDOVER DR	BELDEN, MS 38826	MB
11. 32564	089F3017800	536 N GREEN ST	HOSKINS PAULETTE	536 N GREEN STREET	TUPELO, MS 38804	MB
12. 32567	089F3005400	527 W BARNES ST	STONE BARBARA ANN (DECEASED)	527 BARNES ST	TUPELO, MS 38804	MB
13. 32572	077I3607800	1894NELLE ST UNIT A-C	SHORT ANDY INVESTMENT LLC	PO DRAWER B	TUPELO, MS 38802	MB