

**REGULAR CITY COUNCIL MEETING**  
**MUNICIPAL MINUTES CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**OCTOBER 17, 2023**

Be it remembered that a regular meeting of the Tupelo City Council was held in the Sweetgum Room of the Cadence Bank Conference Center on Tuesday, October 17, 2023, at 6:00 p.m. with the following in attendance: Council Members Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney, and Missy Shelton, Clerk of the Council. Council Member Chad Mims was absent. Council Member Beard led the invocation. Council Member Palmer led the pledge of allegiance.

Council President Travis Beard called the meeting to order at 6:00 p.m.

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

Council Member Davis moved, seconded by Council Member Palmer, to approve the agenda and agenda, as submitted, with the following changes:

ADD # 23     IN THE MATTER OF APPROVAL OF CONTRACT WITH ENSCOR, LLC FOR BID  
# 2023-044WL  
DELETE # 1   IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING  
DELETE #13   IN THE MATTER OF LOT MOWING

Of those present, the vote was unanimous in favor.

**EMPLOYEE RECOGNITION**

Mayor Todd recognized Mrs. Barbara Aguirre for 10 years of employment with the City of Tupelo Aquatic Center.

**PUBLIC RECOGNITION**

Council Member Buddy Palmer said he gave the welcome at the Suicide Prevention walk last Saturday and thanked Alex Farned and the staff of the Park and Recreation Department for all they did for the event.

Council Member Nettie Davis said the area cluster of the AKA sorority is in town for the weekend. There will be about 800 ladies here for the event.

**MAYOR'S REMARKS**

Mayor Todd Jordan said the state swim championship will be held at the Aquatic Center this weekend and that the Ale Trail is coming up soon. He asked for prayer for Rosiland Barr and her family in the loss of her husband William.

### **CITIZEN HEARING**

Ms. Marian Lyle addressed the Council with her concerns of the closing of the bridge on West Main Street and the deterioration of Locust Lane.

### **IN THE MATTER OF MINUTES OF OCTOBER 3, 2023 REGULAR COUNCIL MEETING**

Council Member Palmer moved, seconded by Council Member Jones, to approve the minutes of the regular meeting of October 3, 2023. Of those present, the vote was unanimous in favor.

### **IN THE MATTER OF BILL PAY**

Bills were reviewed at 4:30 p.m. by Council Members Beard, Gaston, and Palmer. Council Member Davis moved, seconded by Council Member Jones, to approve the payment of the checks, bills, claims and utility adjustments. Of those present, the vote was unanimous in favor. APPENDIX A

### **IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS**

Council Member Bryan moved, seconded by Council Member Gaston, to approve the advertising and promotional items, as presented. Of those present, the vote was unanimous in favor. APPENDIX B

#### **ITEMS:**

Busylad	\$296.42	Haven Acres Festival (for bouncy houses)
Various Vendors	\$5,000.00	Advertising for 10 year Swim-a-thon
PPI	\$1,987.50	Parks & Rec Leisure Guide
PPI	\$1,920.00	Tupelo Aquatics Splash Brochure
Socius Design & Marketing	\$500.00	Oren Dunn City Museum Logo Design
The Link Centre	\$300.00	Rental for the 2023 Thanksgiving Service
Authors Unbound	\$6,700.00	Speaker for engagement on February 22, 2024 for Tupelo

Reads held at Tupelo High School and the Lee Co. Library Deposit of 1,675.00 is required to book speaker in advance. The remaining balance is due on the date of the engagement.

### **IN THE MATTER OF BUDGET AMENDMENT #1 FOR FY 2024**

Council Member Bryan moved, seconded by Council Member Palmer, to approve budget amendment #1 for FY 2024. Of those present, the vote was unanimous in favor. APPENDIX C

### **IN THE MATTER OF THE ELECTRIC FUND AUDIT FOR FY 2023**

Council Member Davis moved, seconded by Council Member Palmer, to approve the Financial Report for the City of Tupelo Electric Department ending June 30, 2023. During the agenda review meeting, Michael Little of The Jerrell Group reviewed this report with no instances of noncompliance with

governmental accounting standards. Of those present, the vote was unanimous in favor. A copy of this financial report is attached to these minutes as APPENDIX D.

**IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE MS  
DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF TUPELO AND TO  
AUTHORIZE THE MAYOR TO SIGN SAID AGREEMENT**

Council Member Jones moved, seconded by Council Member Bryan, to approve an agreement between the Mississippi Department of Homeland Security and the City of Tupelo and to authorize the Mayor to sign said agreement for Point Blank Vanguard VL Level 3 Shield Grant # 23LE366A. Of those present, the vote was unanimous in favor. APPENDIX E

**IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE MS  
DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF TUPELO AND TO  
AUTHORIZE THE MAYOR TO SIGN SAID AGREEMENT**

Council Member Davis moved, seconded by Council Member Gaston, to approve an agreement between the Mississippi Department of Homeland Security and the City of Tupelo and to authorize the Mayor to sign said agreement for a neighborhood watch camera system Grant # 23LE366C . Of those present, the vote was unanimous in favor. APPENDIX F

**IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE MS  
DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF TUPELO AND TO  
AUTHORIZE THE MAYOR TO SIGN SAID AGREEMENT**

Council Member Davis moved, seconded by Council Member Gaston, to approve an agreement between the Mississippi Department of Homeland Security and the City of Tupelo and to authorize the Mayor to sign said agreement for an EOD rapid response vehicle Grant # 23LE366B. Of those present, the vote was unanimous in favor. APPENDIX G

**IN THE MATTER OF APPROVAL OF AN AMENDMENT TO THE CITY OF TUPELO  
EMPLOYEE HANDBOOK POLICY 608: DRUG AND ALCOHOL-FREE WORKPLACE  
(TABLED AT OCTOBER 3, 2023 MEETING)**

This item was left on the table.

**IN THE MATTER OF APPOINTMENT OF ROMANDA OFOSU-DARKWAH TO THE  
COLISEUM COMMISSION**

Council Member Davis moved, seconded by Council Member Bryan, to approve the appointment of Romanda Ofosu-Darkwah to the Coliseum Commission. Ofosu-Darkwah would complete the term vacated by Cindy Murphy. Of those present, the vote was unanimous in favor APPENDIX H

**IN THE MATTER OF LIEN RESOLUTIONS FOR UNPAID LOT MOWING INVOICES**

Council Member Palmer moved, seconded by Council Member Bryan, to approve Resolutions Assessing Judgment Liens Against Real Property for the Costs Associated with Lot Mowing in

Accordance with Miss. Code Annotated § 21-19-11, for the following properties:

<b><u>Parcel</u></b>	<b><u>Location</u></b>
077F3602500	205 Bowen
077F2617900	709 Lar-Eli-Do

Of those present, the vote was unanimous in favor. APPENDIX I

#### **IN THE MATTER OF LIEN RESOLUTIONS FOR UNPAID DEMOLITION INVOICES**

Council Member Gaston moved, seconded by Council Member Palmer, to approve Resolutions Adjudicating Cost and Assessing Lien Against Real Property associated with demolitions under Miss. Code Ann. 21-19-11(1972 as amended) for the following properties:

561 Magazine Street	Parcel No. 089P3106800
718 N Church Street	Parcel No. 089F3007200

Of those present, the vote was unanimous in favor. APPENDIX J

#### **IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES SEPTEMBER 19, 2023**

Council Member Palmer moved, seconded by Council Member Bryan, to accept the minutes of the Major Thoroughfare Committee for the meeting held on September 19, 2023. Of those present, the vote was unanimous in favor. APPENDIX K

#### **IN THE MATTER OF APPROVE ADDING SEIZED VEHICLE TO NMNU ASSET LIST**

Council Member Davis moved, seconded by Council Member Palmer, to approve the addition of the following vehicle to the asset list of the North MS Narcotics Unit:

2013 BMW Sedan; VIN WBA3C1G55DNR44927

This is a seized vehicle forfeited to the unit. The vote was unanimous in favor. APPENDIX L

#### **IN THE MATTER OF RATIFICATION OF CONTRACT AGREEMENT FOR BID # 2023-041PW - INSTALLATION OF CITY HALL GAS GENERATOR PACKAGE SYSTEM WITH LIBERTY ELECTRIC**

Council Member Gaston moved, followed by Council Member Bryan, to ratify the contract for Bid # 2023-041PW - Installation of City Hall Gas Generator Package System - with Liberty Electric in the amount of \$312,485.00. Of those present, the vote was unanimous in favor. APPENDIX M

#### **IN THE MATTER OF CVB BOARD MINUTES OF OCTOBER 3, 2023**

Council Member Palmer moved, seconded by Council Member Bryan, to accept the minutes of the CVB minutes held on October 3, 2023. Of those present, the vote was unanimous in favor. APPENDIX N



**IN THE MATTER OF ACCEPT MINUTES TUPELO REDEVELOPMENT AGENCY  
SEPTEMBER 21, 2023**

Council Member Gaston moved, seconded by Council Member Davis, to accept the minutes of the Tupelo Redevelopment Agency from the September 21, 2023, meeting. Of those present, the vote was unanimous in favor. APPENDIX O

**IN THE MATTER OF APPROVAL OF CONTRACT WITH DIXIE PAINTING &  
SANDBLASTING, INC. FOR BID # 2023-042WL**

Council Member Palmer moved, seconded by Council Member Bryan, to approve the contract with Dixie Painting & Sandblasting, Inc. - Bid # 2023-042WL, in the amount of \$332,505.00. Of those present, the vote was unanimous in favor. APPENDIX P

**IN THE MATTER OF AWARD OF BID # 2023-040WL FOR CENTRAL PUMPING STATION  
MODIFICATIONS**

The City of Tupelo advertised and accepted bids for bid # 2023-040WL - Central Pumping Station Modifications. Two bids were received with the lowest and best bid being from Max Foote Construction Company, LLC, in the amount of \$12,347,000.00. Council Member Gaston moved, seconded by Council Member Palmer, to award the bid to Max Foote Construction Company, LLC. Of those present, the vote was unanimous in favor. APPENDIX Q

**IN THE MATTER OF APPROVAL OF CONTRACT WITH ENSCOR LLC, FOR BID # 2023-  
044WL - B & B SEWER OUTFALL (SRF)**

Council Member Davis moved, seconded by Council Member Palmer, to approve the contract with Ensco LLC - Bid #2023-044WL, in the amount of \$3,356,603.20. Of those present, the vote was unanimous in favor. APPENDIX R

**IN THE MATTER OF DEVELOPMENT CODE AMENDMENT - SIGNS**

Upon the unanimous agreement of the City Council, the MATTER OF DEVELOPMENT CODE AMENDMENT - SIGNS was moved from the study agenda to the active agenda for the next regular meeting of the City Council.

**IN THE MATTER OF DEVELOPMENT CODE AMENDMENT - MULTIFAMILY**

Upon the unanimous agreement of the City Council, the MATTER OF DEVELOPMENT CODE AMENDMENT - MULTIFAMILY was moved from the study agenda to the active agenda for the next regular meeting of the City Council.

**IN THE MATTER OF DEVELOPMENT CODE AMENDMENT - CONGREGATE LIVING**

Upon the unanimous agreement of the City Council, the MATTER OF DEVELOPMENT CODE AMENDMENT - CONGREGATE LIVING was moved from the study agenda to the active agenda for the next regular meeting of the City Council.

**IN THE MATTER OF DEVELOPMENT CODE AMENDMENT - MAJOR SUBDIVISION**

Upon the unanimous agreement of the City Council, the MATTER OF DEVELOPMENT CODE AMENDMENT – MAJOR SUBDIVISIONS was moved from the study agenda to the active agenda for the next regular meeting of the City Council.

**IN THE MATTER OF THE VILLAGES STREETS AND ALLEYWAYS**

Upon the unanimous agreement of the City Council, the MATTER OF THE VILLAGES STREETS AND ALLEYWAYS was left on the study agenda for the next regular meeting of the City Council.

**ADJOURNMENT**

There being no further business to come before the Council at this time, Council Member Bryan moved, seconded by Council Member Palmer to adjourn the meeting at 6:27 PM. Of those present, the vote was unanimous in favor.

This the 17<sup>th</sup> day of October, 2023.

  
Travis Beard, Council President

ATTEST:

  
Missy Shelton, Council Clerk

APPROVED

  
Todd Jordan, Mayor

10-8-2023  
Date

**CHECK INFORMATION FOR COUNCIL MEETING  
OCTOBER 17, 2023**

FUND	CHECK NUMBERS
<b>POOL CASH</b> <b>EFT</b> <b>TWL ADJUSTMENTS</b>	<b>ID-421164-421173;421174-421494</b> <b>50002456-50002478</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** October 17, 2023

**SUBJECT:** IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

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### Request:

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:

Busylad	\$296.42	Haven Acres Festival (for bouncy houses)
Various Vendors	\$5,000.00	Advertising for 10 year Swim-a-thon
PPI	\$1,987.50	Parks & Rec Leisure Guide
PPI	\$1,920.00	Tupelo Aquatics Splash Brochure
Socius Design & Marketing	\$500.00	Oren Dunn City Museum Logo Design
The Link Centre	\$300.00	Rental for the 2023 Thanksgiving Service
Authors Unbound	\$6,700.00	Speaker for engagement on February 22, 2024 for Tupelo Reads held at Tupelo High School and the Lee Co. Library Deposit of 1,675.00 is required to book speaker in advance. The remaining balance is due on the date of the engagement.

**City of Tupelo**  
**Fy 2024 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 2024 Budget as follows:

	Original Budget	Amendment	Amended Budget
<b><u>General Fund Revenues</u></b>			
Local Taxes	8,718,760		8,718,760
Licenses & Permits	1,125,000		1,125,000
Intergovernmental Revenues	36,379,138	145,100	36,524,238
Charges for Services	698,000		698,000
Fines & Forfeits	577,000		577,000
Interest Income & Misc. Revenues	983,428	28,034	1,011,462
Other Financing Resources	224,209		224,209
Unreserved Fund Balance	-	-	-
<b>Total General Fund Revenues</b>	<b>48,705,535</b>	<b>173,134</b>	<b>48,878,669</b>

Purpose: To accept a donation from the Sport Council to be used for Parks & Rec Expenditures.  
 To budget 3 Homeland Security Grants to be used for equipment for the PD.

**Expenditures:**

**City Council**

Personnel	307,461		307,461
Supplies	6,000		6,000
Other Services & Charges	196,250		196,250
Capital	-	-	-
<b>Total City Council</b>	<b>509,711</b>	<b>-</b>	<b>509,711</b>

Purpose:

**Executive Dept.**

Personnel	1,128,882		1,128,882
Supplies	23,500		23,500
Other Services & Charges	289,850		289,850
Capital	-	-	-
<b>Total Executive Dept.</b>	<b>1,442,232</b>	<b>-</b>	<b>1,442,232</b>

Purpose:

**City Court**

Personnel	977,461		977,461
Supplies	32,300		32,300
Other Services & Charges	107,342		107,342
Capital	-	-	-
<b>Total City Court</b>	<b>1,117,103</b>	<b>-</b>	<b>1,117,103</b>

Purpose:

	Original Budget	Amendment	Amended Budget
<b><u>Finance Department</u></b>			
Personnel	872,613		872,613
Supplies	31,600		31,600
Other Services & Charges	624,325		624,325
Capital	326,400	-	326,400
<b>Total Finance Department</b>	<b>1,854,938</b>	<b>-</b>	<b>1,854,938</b>

Purpose:

<b><u>Human Resources</u></b>			
Personnel	342,060		342,060
Supplies	4,100		4,100
Other Services & Charges	131,400		131,400
Capital	-	-	-
<b>Total Human Resources</b>	<b>477,560</b>	<b>-</b>	<b>477,560</b>

Purpose:

<b><u>Development Services</u></b>			
Personnel	1,479,927		1,479,927
Supplies	47,000		47,000
Other Services & Charges	230,500		230,500
Capital	-	-	-
<b>Total Development Services</b>	<b>1,757,427</b>	<b>-</b>	<b>1,757,427</b>

Purpose:

<b><u>Police Dept</u></b>			
Personnel	9,808,674		9,808,674
Supplies	783,486		783,486
Other Services & Charges	2,335,455		2,335,455
Capital	253,500	145,100	398,600
<b>Total Police Dept.</b>	<b>13,181,115</b>	<b>145,100</b>	<b>13,326,215</b>

Purpose: To budget for Homeland Security Grant Equipment.

<b><u>Fire Dept</u></b>			
Personnel	7,073,594		7,073,594
Supplies	410,474		410,474
Other Services & Charges	340,100		340,100
Capital	10,000	-	10,000
<b>Total Fire Dept.</b>	<b>7,834,168</b>	<b>-</b>	<b>7,834,168</b>

Purpose:

	Original Budget	Amendment	Amended Budget
<b><u>Public Works</u></b>			
Personnel	3,192,442		3,192,442
Supplies	406,100		406,100
Other Services & Charges	2,325,890		2,325,890
Capital	17,000	-	17,000
<b>Total Public Works</b>	<b>5,941,432</b>	<b>-</b>	<b>5,941,432</b>
Purpose:			
<b><u>Parks &amp; Recreation</u></b>			
Personnel	2,323,289		2,323,289
Supplies	452,000	5,000	457,000
Other Services & Charges	1,159,533	20,000	1,179,533
Capital	20,000	1,159	21,159
<b>Total Parks &amp; Rec</b>	<b>3,954,822</b>	<b>26,159</b>	<b>3,980,981</b>
Purpose:	To use donated funds from the Sports Council for supplies, services and equipment for the Parks & Rec Department.		
<b><u>Aquatics Facility</u></b>			
Personnel	480,474		480,474
Supplies	103,500		103,500
Other Services & Charges	510,000		510,000
Capital	10,000	-	10,000
<b>Total Aquatics Facility</b>	<b>1,103,974</b>	<b>-</b>	<b>1,103,974</b>
Purpose:			
<b><u>Museum</u></b>			
Personnel	145,944		145,944
Supplies	9,000		9,000
Other Services & Charges	37,600		37,600
Capital	4,000	-	4,000
<b>Total Museum</b>	<b>196,544</b>	<b>-</b>	<b>196,544</b>
Purpose:			
<b><u>Community Services</u></b>	<b>1,065,600</b>	<b>-</b>	<b>1,065,600</b>
Purpose:			
<b><u>Debt Service</u></b>	<b>325,480</b>	<b>-</b>	<b>325,480</b>
Purpose:			
<b><u>Other Financing Uses</u></b>	<b>7,887,929</b>	<b>1,875</b>	<b>7,889,804</b>
Purpose	To transfer donated funds to the Capital & Infrastructure Fund for playground expenditures.		
<b><u>Reserves</u></b>	<b>55,500</b>	<b>-</b>	<b>55,500</b>
<b>Total General Fund Expenditures</b>	<b>48,705,535</b>	<b>173,134</b>	<b>48,878,669</b>

	Original Budget	Amendment	Amended Budget
<b>Fund 102</b>			
<b>2% - Tourism Fund</b>			
<b>Revenues</b>			
Intergovernmental Revenue	5,941,848		5,941,848
Federal Grants	-		-
Interest & Miscellaneous Income	60,000		60,000
Unreserved Fund Balance	-		-
<b>Total Revenues</b>	<b>6,001,848</b>	<b>-</b>	<b>6,001,848</b>
<b>Expenditures</b>			
Personnel Services	952,974		952,974
Supplies	19,500		19,500
Other Services & Charges	3,614,252	(40,000)	3,574,252
Capital Outlay	62,500		62,500
Other Financing Uses	1,352,622	40,000	1,392,622
<b>Total Expenditures</b>	<b>6,001,848</b>	<b>-</b>	<b>6,001,848</b>

**Purpose:** To transfer funds to the Capital Fund for the Greenway consultants.

**Fund #327**  
**Tupelo Capital & Infrastructure Fund**

<b>Revenues</b>			
Grants	1,092,972		1,092,972
Transfer from Other Funds	8,410,725	41,875	8,452,600
State Funds	500,000		500,000
Miscellaneous Income	22,500		22,500
Bond Proceeds	14,035,000		14,035,000
Unreserved Fund Balance	16,852,316	-	16,852,316
<b>Total Revenues</b>	<b>40,913,513</b>	<b>41,875</b>	<b>40,955,388</b>
<b>Expenditures</b>			
<b>Other Services &amp; Charges</b>			
Maintenance Projects	591,275		591,275
Street Overlay	8,424,698		8,424,698
Neighborhood Revitalization	1,035,940		1,035,940
Traffic Calming	173,376		173,376
Contingies/Grant Matches	-	40,000	40,000
<b>Total Other Services &amp; Charges</b>	<b>10,225,289</b>	<b>40,000</b>	<b>10,265,289</b>
<b>Capital</b>			
Infrastructure Improvements	9,948,640		9,948,640
Purchase of Property	61,918		61,918
Equipment	1,058,933		1,058,933
Building Improvements	8,264,849		8,264,849
Park Improvements	7,781,178	1,875	7,783,053
Vehicles	661,566		661,566
Police Vehicles/Equipment	630,000		630,000
Fire Equipment/Trucks	2,281,140		2,281,140
Contingencies(Grant Matches)	-		-
<b>Total Capital</b>	<b>30,688,224</b>	<b>1,875</b>	<b>30,690,099</b>
<b>Other Financing Uses</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Expenditures</b>	<b>40,913,513</b>	<b>41,875</b>	<b>40,955,388</b>

**Purpose:** To expend funds for the greenway consultants in a partnership with CDF and for the installation of a new wheelchair swing.



## Voting

Councilman Chad Mims  
 Councilman Lynn Bryan  
 Councilman Travis Beard  
 Councilman Nettie Davis  
 Councilman Buddy Palmer  
 Councilman Janet Gaston  
 Councilman Rosie Jones

Absent  
Aye  
Aye  
Aye  
Aye  
Aye  
Aye

Approved:

Traavis Beard  
 President of the Council  
 City of Tupelo

Attest:

Missy Shelton  
 Clerk of the Council

Todd Jordan  
 Mayor  
 City of Tupelo

Attest:

Fm Hanna  
 City Clerk

# **City of Tupelo, Mississippi Electric Department**

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## **Financial Statements Years Ended June 30, 2023 and 2022**

Jarrell Group, PLLC  
Tupelo, Mississippi  
Certified Public Accountants

**CITY OF TUPELO – ELECTRIC DEPARTMENT  
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June 30, 2023 and 2022**

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## INDEPENDENT AUDITORS' REPORT



## INDEPENDENT AUDITORS' REPORT

Honorable Mayor and City Council  
City of Tupelo, Mississippi

### Report on the Audit of the Financial Statements

#### *Opinion*

We have audited the accompanying financial statements of the City of Tupelo-Electric Department as of and for the years ended June 30, 2023 and 2022, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the City of Tupelo-Electric Department as of June 30, 2023 and 2022, and the respective changes in financial position and cash flows thereof for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinion*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Tupelo-Electric Department and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Tupelo-Electric Department's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Tupelo-Electric Department's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Tupelo-Electric Department's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Emphasis of a Matter***

As discussed in Note 1, the financial statements of the City of Tupelo-Electric Department are intended to present the financial position and results of operations and the cash flows of the proprietary fund types of only that portion of the financial reporting entity of the City of Tupelo that is attributable to the transactions of the City of Tupelo-Electric Department. The financial statements are not intended to present fairly the financial position of the City of Tupelo and the results of operations and the cash flows of its proprietary fund types in conformity with accounting principles generally accepted in the United States of America.

***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 7, the schedule of proportionate share of the net pension liability on page 25, and the schedule of contributions on page 26 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued a report dated October 12, 2023 on our consideration of the City of Tupelo-Electric Department's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Tupelo-Electric Department's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Tupelo-Electric Department's internal control over financial reporting and compliance.

*Jarrell Group, PLLC*

Jarrell Group, PLLC  
Tupelo, Mississippi  
October 12, 2023

## MANAGEMENT'S DISCUSSION AND ANALYSIS



## **CITY OF TUPELO – ELECTRIC DEPARTMENT MANAGEMENT’S DISCUSSION AND ANALYSIS**

### **Required Supplementary Information for the Years Ended June 30, 2023 and 2022**

This section of the City of Tupelo - Electric Department’s Financial Report presents our discussion and analysis of the City of Tupelo - Electric Department’s financial performance during the fiscal years ending June 30, 2023 and 2022. Please read it in conjunction with the City of Tupelo - Electric Department’s financial statements, which follow this section.

#### **FINANCIAL HIGHLIGHTS**

- The assets of the City of Tupelo – Electric Department exceeded its liabilities at the close of the June 30, 2023 and 2022 fiscal years by \$32,783,028 and \$31,999,929, respectively. Of this amount, \$3,617,528 and \$3,649,342 may be used to meet the City of Tupelo – Electric Department’s ongoing obligations to citizens and creditors.
- As of the close of the June 30, 2023 and 2022 fiscal years, the City of Tupelo – Electric Department reported net position balances of \$32,783,028 and \$31,999,929, an increase of \$783,099 and an increase of \$915,680 in comparison to the prior years.
- The City of Tupelo – Electric Department’s total long-term debt outstanding at June 30, 2023 and 2022 was \$4,626,181 and \$4,992,996, respectively.
- The City of Tupelo – Electric Department is a Proprietary fund of the City of Tupelo, Mississippi. The management’s discussion and analysis and financial statements contained in this report present only the financial position and financial analysis of the Electric Department. It should not be used to evaluate the entire operation of the City of Tupelo or the total proprietary funds of the City of Tupelo. Proprietary funds are funds in which charges for services from customers in the form of a fee are reported. Proprietary funds provide both long and short-term financial information. The measurement focus of proprietary funds is upon determination of net income, financial position and change in financial position. These funds are maintained on the accrual basis of accounting. The Statement of Net Position, Statement of Revenues and Expenses, Statement of Changes in Net Position, and Statement of Cash Flows are all required statements.

# CITY OF TUPELO – ELECTRIC DEPARTMENT MANAGEMENT’S DISCUSSION AND ANALYSIS

## FINANCIAL ANALYSIS

Table A-1 provides a summary of the City of Tupelo – Electric Department’s net position at June 30, 2023 and 2022.

A large portion, 89.0% and 88.6%, of the City of Tupelo – Electric Department’s net position reflects its investment in capital assets (such as land, buildings, machinery, and equipment), less any related debt used to acquire those assets that is still outstanding for the years ended June 30, 2023 and 2022, respectively. The City of Tupelo – Electric Department uses these capital assets to provide services to citizens; however, these assets are not available for future spending.

Table A-1

### City of Tupelo – Electric Department’s Statements of Net Position

	Total <u>6/30/23</u>	Total <u>6/30/22</u>
Current and Other Assets	\$ 18,144,344	\$ 18,862,482
Capital Assets	<u>33,791,681</u>	<u>33,343,583</u>
<b>Total Assets</b>	<u>51,936,025</u>	<u>52,206,065</u>
<b>Total Deferred Outflows</b>	<u>1,019,691</u>	<u>834,916</u>
Current Liabilities	8,777,667	9,482,435
Noncurrent Liabilities	<u>10,650,830</u>	<u>9,416,404</u>
<b>Total Liabilities</b>	<u>19,428,497</u>	<u>18,898,839</u>
<b>Total Deferred Inflows</b>	<u>744,191</u>	<u>2,142,213</u>
<b>Net Position</b>		
Net Investment in Capital Assets	29,165,500	28,350,587
Unrestricted	<u>3,617,528</u>	<u>3,649,342</u>
<b>Total Net Position</b>	\$ <u>32,783,028</u>	\$ <u>31,999,929</u>

## CITY OF TUPELO – ELECTRIC DEPARTMENT MANAGEMENT’S DISCUSSION AND ANALYSIS

**Revenues and Expenses.** Approximately 99.9% of the City of Tupelo – Electric Department’s revenue comes from fees charged for services. A negligible portion of revenues come from investment earnings.

Table A-2 and the narrative that follows consider the operations of City of Tupelo – Electric Department activities only for June 30, 2023 and 2022.

Table A-2

### Revenues and Expenses of the City of Tupelo – Electric Department

	<u>Total 6/30/23</u>	<u>Total 6/30/22</u>
<b>Revenues</b>		
Program Revenues:		
Charges for Services	\$ 59,946,871	\$ 56,126,437
Investment Income	<u>4,353</u>	<u>57,085</u>
Total Revenues	<u>59,951,224</u>	<u>56,183,522</u>
<b>Expenses</b>		
Power Cost	49,138,519	45,563,355
Distribution Expense – Operating	791,226	784,868
Maintenance – General Plant	393	1,676
Distribution Expense – Maintenance	1,271,201	1,283,611
Customer Accounting & Collection	500,583	485,513
Customer Service and Information	40,107	41,153
Sales Expense	43,912	38,621
Administrative and General	1,160,057	1,070,365
Depreciation Expense	2,611,406	2,516,370
Loss (Gain) on Disposal of Electric Plant	(97,500)	(241,750)
Interest Expense	177,058	186,560
Taxes and Equivalents	<u>3,531,163</u>	<u>3,537,500</u>
Total Expenses	<u>59,168,125</u>	<u>55,267,842</u>
Excess (Deficit) of Revenue		
Over (Under) Expenses	783,099	915,680
Transfers	<u>-</u>	<u>-</u>
Net Income (Loss)	783,099	915,680
Net Position – Beginning	<u>31,999,929</u>	<u>31,084,249</u>
Net Position – Ending	<u>\$ 32,783,028</u>	<u>\$ 31,999,929</u>

### Business-Type Activities

The City of Tupelo – Electric Department net position increased by \$783,099 for the fiscal year June 30, 2023 and increased by \$915,680 for the June 30, 2022 fiscal year which was a 2.45% increase and a 2.95% increase, respectfully.

## CITY OF TUPELO – ELECTRIC DEPARTMENT MANAGEMENT’S DISCUSSION AND ANALYSIS

### CAPITAL ASSET AND DEBT ADMINISTRATION

**Capital Assets**—In accordance with GASB 34, the City of Tupelo – Electric Department has recorded depreciation expense associated with all of its capital assets. The City’s Electric Department investment in capital assets as of June 30, 2023 and 2022, amounted to \$33,791,681 and \$33,343,583, respectively, net of accumulated depreciation of \$38,777,409 and \$36,917,142. This investment in capital assets includes land, buildings, improvements other than buildings, machinery & equipment, and construction in progress.

Table A-3

#### City of Tupelo – Electric Department Capital Assets

	Total <u>6/30/23</u>	Total <u>6/30/22</u>
Land	\$ 333,013	\$ 333,013
Distribution Equipment	61,373,733	58,877,471
General Plant	6,681,250	6,424,017
Transmission Equipment	2,733,689	2,733,689
Construction-In-Progress	1,447,405	1,892,535
Accumulated Depreciation	<u>(38,777,409)</u>	<u>(36,917,142)</u>
Total	\$ <u>33,791,681</u>	\$ <u>33,343,583</u>

**Long-term Debt**—Debt—At year-ends June 30, 2023 and 2022, the City of Tupelo – Electric Department had bonds payable in the amount of \$4,626,181 and \$4,992,996, respectively.

### ECONOMIC FACTORS AND NEXT YEAR’S BUDGETS AND RATES

The City of Tupelo – Electric Department revenues are dependent upon the customer base in the City of Tupelo, Mississippi and certain surrounding areas. The local economy and weather conditions can have a significant effect on the financial performance of the City of Tupelo – Electric Department. The City of Tupelo – Electric Department has one major customer that accounts for approximately 11.1% of the total revenues of the Electric Department. The City of Tupelo Electric Department anticipates no growth for next year in both revenue and expenditures. It is a practice for the Electric Budget to prepare for extreme weather to handle a larger than normal year without overcommitting to capital projects, therefore the Electric Department’s Budget is higher than actual revenues and expenditures from fiscal year 2023.

#### CONTACTING THE CITY OF TUPELO FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the City of Tupelo – Electric Department finances and to demonstrate the City of Tupelo – Electric Department’s accountability for the money it receives. If you have questions about this report or need additional financial information, contact the City of Tupelo – Electric Department, P.O. Box 1485 Tupelo, MS 38802-1485.

## BASIC FINANCIAL STATEMENTS

**CITY OF TUPELO - ELECTRIC DEPARTMENT**  
**TUPELO, MISSISSIPPI**  
**STATEMENTS OF NET POSITION**

<b>ASSETS</b>	<b>June 30,</b>	
	<b>2023</b>	<b>2022</b>
<b>ELECTRIC PLANT:</b>		
In Service - at Cost	\$ 72,569,090	\$ 70,260,725
Less: Accumulated Provisions for Depreciation	<u>38,777,409</u>	<u>36,917,142</u>
Net Electric Plant	<u>33,791,681</u>	<u>33,343,583</u>
<b>CURRENT ASSETS:</b>		
Cash and Cash Equivalents	7,448,162	7,668,742
Accounts Receivable - (Net of Provision for Bad Debts of \$102,508 for 2023 and \$95,460 for 2022)	6,896,957	7,266,374
Unbilled Revenue	1,520,067	1,914,293
Other Accounts Receivable	459,088	665,499
Due from Municipality	-	-
Materials and Supplies	1,412,373	992,882
Prepaid Expenses	67,692	66,734
Other Current Assets	<u>193,143</u>	<u>131,441</u>
Total Current Assets	<u>17,997,482</u>	<u>18,705,965</u>
<b>DEFERRED DEBITS AND OTHER ASSETS:</b>		
Receivable from Customers for Energy Conservation Loans	25,542	59,635
Receivable from Central Service Association (CSA)	<u>121,320</u>	<u>96,882</u>
Total Deferred Debits and Other Assets	<u>146,862</u>	<u>156,517</u>
<b>TOTAL ASSETS</b>	<u>\$ 51,936,025</u>	<u>\$ 52,206,065</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	<u>\$ 1,019,691</u>	<u>\$ 834,916</u>

See accompanying notes to the financial statements.

**CITY OF TUPELO - ELECTRIC DEPARTMENT**  
**TUPELO, MISSISSIPPI**  
**STATEMENTS OF NET POSITION**

<b>LIABILITIES</b>	<b>June 30,</b>	
	<b>2023</b>	<b>2022</b>
<b>CURRENT LIABILITIES:</b>		
Accounts Payable	\$ 4,571,767	\$ 5,292,041
Accrued Expenses	383,100	416,259
Accrued Interest	35,125	36,750
Due to Municipality	138,209	90,406
Customer Deposits	3,314,466	3,331,979
Bonds Payable	335,000	325,000
Total Current Liabilities	8,777,667	9,492,435
<b>NONCURRENT LIABILITIES:</b>		
Budget Billing Advances	-	6
Net Pension Liability	6,331,820	4,675,212
Advances from TVA - For Energy Conservation Loans	27,829	63,190
Bonds Payable	4,291,181	4,667,996
Total Noncurrent Liabilities	10,650,830	9,406,404
<b>TOTAL LIABILITIES</b>	<b>\$ 19,428,497</b>	<b>\$ 18,898,839</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>	<b>\$ 744,191</b>	<b>\$ 2,142,213</b>
<b>NET POSITION</b>		
Net Investment in Capital Assets	29,165,500	28,350,587
Unrestricted	3,617,528	3,649,342
<b>TOTAL NET POSITION</b>	<b>\$ 32,783,028</b>	<b>\$ 31,999,929</b>

See accompanying notes to the financial statements.

**CITY OF TUPELO - ELECTRIC DEPARTMENT**  
**TUPELO, MISSISSIPPI**  
**STATEMENTS OF REVENUES AND EXPENSES**

	<b>For the years ended June 30,</b>	
	<b>2023</b>	<b>2022</b>
<b>OPERATING REVENUES:</b>		
Residential Sales	\$ 15,240,938	\$ 14,139,274
Commercial Sales	9,174,687	8,626,244
Industrial Sales	31,994,818	30,127,374
Street and Athletic Lighting	1,425,838	1,376,276
Outdoor Lighting	883,645	842,972
Total Electric Revenues	58,719,926	55,112,140
Revenue from Late Payments	195,737	187,047
Customer Service Charge	276,017	204,839
Rent from Electric Property	440,332	386,364
Miscellaneous Revenue	314,859	236,047
Total Operating Revenues	59,946,871	56,126,437
<b>OPERATING EXPENSES:</b>		
Power Purchased	49,138,519	45,563,355
Distribution Expense - Operating	791,226	784,868
Maintenance - General Plant	393	1,676
Distribution Expense - Maintenance	1,271,201	1,283,611
Customer Accounting and Collection	500,583	485,513
Customer Service and Information	40,107	41,153
Sales Expense	43,912	38,621
Administrative and General	1,160,057	1,070,365
Depreciation Expense	2,611,406	2,516,370
Taxes and Equivalents	3,531,163	3,537,500
Total Operating Expenses	59,088,567	55,323,032
OPERATING INCOME (LOSS)	858,304	803,405
<b>OTHER INCOME:</b>		
Gain on Disposal of Electric Plant	97,500	241,750
Interest Expense	(177,058)	(186,560)
Interest Income	4,353	57,085
Total Other Income	(75,205)	112,275
<b>NET INCOME (LOSS)</b>	<b>\$ 783,099</b>	<b>\$ 915,680</b>

See accompanying notes to the financial statements.



**CITY OF TUPELO - ELECTRIC DEPARTMENT**  
**TUPELO, MISSISSIPPI**  
**STATEMENTS OF CHANGES IN NET POSITION**

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	<b>For the years ended June 30,</b>	
	<b><u>2023</u></b>	<b><u>2022</u></b>
Balance - Beginning of Year	\$ 31,999,929	\$ 31,084,249
Net Income (Loss) for the Years as Shown on Statements of Revenues and Expenses	<u>783,099</u>	<u>915,680</u>
Balance - End of Year	<u><u>\$ 32,783,028</u></u>	<u><u>\$ 31,999,929</u></u>

See accompanying notes to the financial statements.

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**CITY OF TUPELO - ELECTRIC DEPARTMENT**  
 TUPELO, MISSISSIPPI  
 STATEMENTS OF CASH FLOWS

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	<b>For the years ended June 30,</b>	
	<b>2023</b>	<b>2022</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Receipts from Customers	\$ 60,828,783	\$ 54,507,845
Payments to Suppliers	(53,390,615)	(44,879,765)
Payments to Employees	(2,261,008)	(2,152,195)
Payments for Other Services and Charges	(1,943,122)	(4,755,820)
Other Receipts (Payments)	26,440	16,728
Net Cash Provided (Used) by Operating Activities	<u>3,260,478</u>	<u>2,736,793</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>		
Due To (From) Municipality	<u>47,803</u>	<u>81,579</u>
Net Cash Provided (Used) by Noncapital Financing Activities	<u>47,803</u>	<u>81,579</u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>		
Purchases of Capital Assets	(2,959,119)	(2,664,534)
Cost of Removal of Capital Assets	(100,456)	(89,912)
Salvage Value	73	13,689
Proceeds from Sale of Capital Assets	97,500	241,750
Principal Paid on Bonds	(325,000)	(315,000)
Interest Paid	(220,500)	(229,950)
Conservation Advances from TVA	(35,361)	(45,691)
Budget Billing Advances	<u>(6)</u>	<u>0</u>
Net Cash Provided (Used) by Capital and Related Financing Activities	<u>(3,542,869)</u>	<u>(3,089,648)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Interest and Dividends	4,353	57,085
Receivable from Customers for Energy Conservation Loans	34,093	43,326
(Increase) Decrease in Receivable from CSA	<u>(24,438)</u>	<u>(27,342)</u>
Net Cash Provided (Used) by Investing Activities	<u>14,008</u>	<u>73,069</u>
Net Increase (Decrease) in Cash Equivalents	(220,580)	(198,207)
<b>Cash and Cash Equivalents - Beginning of Year</b>	<u>7,668,742</u>	<u>7,866,949</u>
<b>Cash and Cash Equivalents - End of Year</b>	<u><u>\$ 7,448,162</u></u>	<u><u>\$ 7,668,742</u></u>

See accompanying notes to the financial statements.

**CITY OF TUPELO - ELECTRIC DEPARTMENT**  
**TUPELO, MISSISSIPPI**  
**STATEMENTS OF CASH FLOWS**

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	<b>For the years ended June 30,</b>	
	<b>2023</b>	<b>2022</b>
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:		
Operating Income (Loss)	\$ 858,304	\$ 803,405
Adjustment to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities:		
Depreciation Expense	2,611,406	2,516,370
Net Pension Expense	73,811	(126,129)
Provision for Uncollectible Accounts	7,048	6,955
Change in Assets and Liabilities:		
Accounts Receivable	362,369	(722,209)
Unbilled Revenue	394,226	(560,725)
Other Accounts Receivable	206,411	(324,729)
Materials and Supplies	(419,491)	(137,223)
Prepaid Expenses	(958)	(5,898)
Other Current Assets	(61,702)	(1,156)
Accounts Payable	(720,274)	970,348
Accrued Expenses	(33,159)	34,931
Customer Deposits	(17,513)	282,853
Net Cash Provided (Used) by Operating Activities	<u>\$ 3,260,478</u>	<u>\$ 2,736,793</u>

See accompanying notes to the financial statements.

## NOTES TO FINANCIAL STATEMENTS

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**CITY OF TUPELO - ELECTRIC DEPARTMENT**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2023 and 2022**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The City of Tupelo, Mississippi - Electric Department is an Enterprise fund of the City of Tupelo. The Department provides electric utility service for customers within the City and in a limited surrounding area.

The accounting policies of the Department conform to accounting principles generally accepted in the United States of America as applicable to governments. The following is a summary of significant accounting policies:

Fund Accounting

Governmental basis reports are organized on the basis of funds, each of which is considered to be a separate accounting entity. The transactions of each fund are accounted for with a separate set of self-balancing accounts that include its assets, liabilities, fund balances, revenues, and expenditures/expenses. Resources are allocated to and accounted for in the individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Proprietary Funds

Proprietary Funds are accounted for on a flow of economic resources measurement focus. The accounting objectives are a determination of net income, financial position and changes in cash flow. All assets and liabilities associated with a Proprietary Fund's activities are included on its balance sheet. The following are the Proprietary Fund types:

Enterprise Funds

The Enterprise Funds are used for activities which are financed and operated in a manner similar to private business enterprise where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges, or where the governing body has decided that periodic determination of revenues earned, expenses incurred, or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

Measurement Focus/Basis of Accounting

Measurement focus refers to what is being measured; basis of accounting refers to when revenues and expenditures are recognized and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The Proprietary Fund Types are accounted for on an economic resources measurement focus using the accrual basis of accounting. Revenues are recorded when they are earned, including unbilled water and sewer services which are accrued. Expenses are recorded at the time liabilities are incurred.

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**CITY OF TUPELO - ELECTRIC DEPARTMENT**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2023 and 2022**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued**

Electric Plant

The electric plant is carried at cost. Additions to plant are recorded at cost, which includes materials, labor and overhead. Plant retirements including original cost and removal cost less salvage are charged against appropriate accumulated depreciation accounts. The cost of current repairs and maintenance is charged to appropriate operating expenses and clearing accounts. The cost of renewals and replacements are capitalized.

Straight-line depreciation is provided on a composite basis at prescribed rates that approximate the useful life of the assets. Current rates in effect are: transmission plant - 3%, distribution plant - 2.25% to 5% and general plant - 2% to 10%.

Inventories

Inventories are priced at average cost.

Accounts Receivable

The Department's Customer Accounts Receivable balance, net of unbilled receivables, for June 30, 2023 and 2022 was \$6,896,957 and \$7,266,374, respectively. The net provision for bad debts is calculated by comparing actual annual write offs for the past five 5 years to annual sales revenue. When accounts are 90 to 120 days past due, they are turned over to a collection agency. If the agency is unable to collect the account it is written off as a bad debt, after approval of the Council. All bad debts are written off twice a year. If an account that has been previously written off is collected, it is posted to the bad debt reserve account.

Cash Equivalents

For purposes of the statements of cash flows, the Department considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

Estimates

Management and the Council use estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates. Significant estimates used in preparing these financial statements include those assumed in computing the net pension liability, as mentioned in Note 7. It is as least reasonably possible that the significant estimates used will change within the next year.

Encumbrances

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditures of monies are recorded in order to reserve that portion of the applicable appropriation, is not used by the Department.

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**CITY OF TUPELO - ELECTRIC DEPARTMENT**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2023 and 2022**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued**

Concentrations of Credit Risks

The Department sells electric utility service to local customers with its facilities located in Tupelo, Mississippi. The Department extends credit to customers located within the City and surrounding areas.

Deferred Outflows / Inflows of Resources

In addition to assets and liabilities, the statement of net position will sometimes report a separate section for deferred outflows and deferred inflows of resources. These separate financial statement elements, deferred inflows and deferred outflows, represent a consumption of net position that applies to future periods (deferred outflows) or an acquisition of net position that applies to future periods (deferred inflows). The Department has deferred outflows and inflows related to pensions. See Note 7 for further details.

Long-Term Debt and Bond Discounts / Premiums

In the financial statements, outstanding debt is reported as liabilities. Bond discounts or premiums are capitalized and amortized over the terms of the respective bonds using a straight-line method.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City of Tupelo-Electric Department's participation in the Public Employees' Retirement System of Mississippi (PERS), and additions to/deductions from the City of Tupelo-Electric Department's fiduciary net position have been determined on the same basis as they are reported by the Public Employees' Retirement System of Mississippi (PERS). For this purpose, benefits (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms of the Public Employees' Retirement System of Mississippi (PERS). Investments are reported at fair value.

Reclassifications

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

**NOTE 2 - CASH, OTHER DEPOSITS AND CASH INVESTMENTS**

*Deposits - Custodial credit risk:* The entity's entire bank balances were covered by federal depository insurance or collateralized in accordance with state law at year end. The collateral for public entities' deposits in financial institutions is now held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5 Miss. Code Ann. (1972). Under this program, the entity's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Depository Insurance Corporation.

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**CITY OF TUPELO - ELECTRIC DEPARTMENT**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2023 and 2022**

**NOTE 3 - ELECTRIC PLANT**

The following is a summary of the electric plant at June 30, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
<b>Transmission</b>		
Land and Land Rights	\$ 31,802	\$ 31,802
Poles and Fixtures	2,119,902	2,119,902
Overhead Conductors	<u>613,787</u>	<u>613,787</u>
Total Transmission	<u>2,765,491</u>	<u>2,765,491</u>
<b>Distribution Equipment</b>		
Land & Land Rights	\$ 180,345	\$ 180,345
Station Equipment	12,081,010	12,022,839
Poles, Towers Etc.	9,079,055	8,202,731
Overhead Conductors and Devices	5,717,338	5,801,814
Underground Conductors and Devices	2,032,856	1,979,417
Underground Conduit	4,909,063	4,763,991
Line Transformers	9,754,060	9,551,872
Service	1,119,199	1,073,150
Meters	7,716,193	7,681,069
Installations on Customer's Premises	2,848,881	2,604,041
Street Lights and Signal System	<u>6,116,078</u>	<u>5,196,547</u>
Total Distribution Equipment	<u>61,554,078</u>	<u>59,057,816</u>
<b>General Plant</b>		
Land and Land Rights	120,866	120,866
Structure and Improvements	2,017,245	2,013,683
Office Furniture and Equipment	88,054	81,587
Transportation Equipment	1,417,042	1,366,545
Stores Equipment	8,065	8,065
Tools, Shop and Garage Equipment	190,959	185,829
Power Operated Equipment	2,826,019	2,635,439
Communications Equipment	55,512	55,511
Miscellaneous Equipment	<u>78,354</u>	<u>77,358</u>
Total General Plant	<u>6,802,116</u>	<u>6,544,883</u>
Total Plant In Service	71,121,685	68,368,190
Construction Work In Progress	<u>1,447,405</u>	<u>1,892,535</u>
Total Plant	<u>72,569,090</u>	<u>70,260,725</u>
Less: Accumulated Depreciation	<u>38,777,409</u>	<u>36,917,142</u>
Net Electric Plant	\$ <u>33,791,681</u>	\$ <u>33,343,583</u>



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**CITY OF TUPELO - ELECTRIC DEPARTMENT**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2023 and 2022**

**NOTE 4 - RECEIVABLE FROM CUSTOMERS FOR ENERGY CONSERVATION LOANS**

Receivables from customers for energy conservation loans represent unbilled amounts due from customers as a result of their participation in an energy conservation program sponsored by the Tennessee Valley Authority (TVA) in which the customers install energy conservation measures approved by a TVA energy advisor. The installation charges are paid by the Department and billed to the customer over a period of time on the customer's monthly utility bill. TVA reimburses the Department for amounts paid out under the program. Repayments are made to TVA by the Department as collections are made from the customers.

**NOTE 5 - ADVANCES FROM TVA FOR ENERGY CONSERVATION LOANS**

Advances from TVA for energy conservation loans represent the amounts advanced by TVA, net of repayments, under the energy conservation loan program referred to in Note 4.

**NOTE 6 - RECEIVABLE FROM CENTRAL SERVICE ASSOCIATION**

The Department is a member of the Central Service Association. At June 30, 2023 and 2022, the amount loaned to C.S.A. by the Department was \$121,320 and \$96,882. Repayment of the loan will begin upon retirement of the debt for a new building constructed to house the Central Service Association. Interest is payable yearly and the rate at June 30, 2023 and 2022 was 1.25% and 1.25%, respectively. Interest income in the amount of \$346 and \$359 was received for years ended June 30, 2023 and 2022, respectively.

**NOTE 7 - DEFINED BENEFIT PENSION PLAN**

*Plan Description* - Employees of the City of Tupelo-Electric Department are provided a defined benefit pension plan through the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing agent multiple-employer pension plan. The Public Employees' Retirement System of Mississippi (PERS) was created with the purpose to provide pension benefits for all state and public education employees, sworn officers of the Mississippi Highway Safety Patrol, other public employees whose employers have elected to participate in the System, and elected members of the State Legislature and the President of the Senate. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to Public Employees' Retirement System of Mississippi, PERS Building, 429 Mississippi Street, Jackson, MS 39201 or by calling (601) 359-3589 or 1-800-444-PERS.

*Benefits Provided* - For the cost-sharing plan participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011) are entitled, upon application, to an annual retirement allowance payable monthly for life in an amount equal to 2.0% of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.5% for each additional year of creditable service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less (the actuarial reduction for less than 30 years or below age 65 apply only to those who became members on or after July 1, 2011). Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service.

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**CITY OF TUPELO - ELECTRIC DEPARTMENT**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2023 and 2022**

**NOTE 7 - DEFINED BENEFIT PENSION PLAN - continued**

A member may elect a reduced retirement allowance payable for life with the provision that, after death, a beneficiary receives benefits for life or for a specified number of years. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of PERS before July 1, 2007). PERS also provides certain death and disability benefits. In the event of death prior to retirement of any member whose spouse and/or children are not entitled to a retirement allowance, the deceased member's accumulated contributions and interest are paid to the designated beneficiary.

Employee membership data related to the Plan, as of June 30, 2021 was as follows:

Inactive Members or Beneficiaries Currently Receiving Benefits	112,158
Inactive Members Assumed Eligible for a Benefit at Retirement Date	16,887
Inactive Members Assumed Not to Receive Service Retirement Benefits	68,026
Active Members	<u>145,673</u>
Total	<u><u>342,744</u></u>

*Contributions* - The contribution requirements of PERS members and employers are established and may be amended only by the State of Mississippi Legislature. PERS members are required to contribute 9.00% of their annual covered salary and the City of Tupelo-Electric Department is required to contribute at an actuarially determined rate. The current rate is 17.40% of annual covered payroll. The contributions are deducted from the employees' wages or salary and remitted by the City to PERS on a monthly basis. By law, employer contributions are required to be paid. The employer's actuarially determined contribution and member contributions are expected to finance the costs of benefits earned by members during the year, the cost of administration, as well as an amortized portion of any unfunded liability.

For the year ended June 30, 2023, the City of Tupelo-Electric Department's total payroll for all employees was \$2,227,849. Total covered payroll was \$2,227,849. Covered payroll refers to all compensation paid by the Electric Department to active employees covered by the Plan.

*Pension Liabilities, Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions*- At June 30, 2022, the City of Tupelo-Electric Department reported a liability of \$6,331,820 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability percentage used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City of Tupelo-Electric Department's proportion of the net pension liability was based on a projection of the City of Tupelo-Electric Department's long-term share of contributions to the pension plan relative to the projected contributions of all participating entities, actuarially determined. At June 30, 2023, the City of Tupelo-Electric Department's proportion was 0.030761%.

For the year ended June 30, 2023, the City of Tupelo-Electric Department recognized pension expense of \$73,811. At June 30, 2023, the City of Tupelo-Electric Department reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

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**CITY OF TUPELO - ELECTRIC DEPARTMENT**  
**NOTES TO FINANCIAL STATEMENTS**  
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**NOTE 7 - DEFINED BENEFIT PENSION PLAN - continued**

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference Between Expected and Actual Experience	\$ 89,654	\$ -
Net Difference Between Projected and Actual Investment Earnings	332,578	-
City Pension Contributions Subsequent to the Measurement Date	378,466	-
Changes of Assumptions	218,993	-
Changes in Proportion and Differences in Actual Earnings on Pension Plan Assets	-	744,191
Total	\$ <u>1,019,691</u>	\$ <u>744,191</u>

The \$378,466 of deferred outflows of resources resulting from the Electric Department's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2023. Other amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized in pension expense as follows:

Fiscal Year Ending June 30,	Amount
2024	\$ (210,600)
2025	(85,909)
2026	(150,039)
2027	343,582
Total	\$ <u>(102,966)</u>

*Actuarial Assumptions* -The total pension liability was determined by an actuarial valuation as of June 30, 2021, using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40%
Salary increases	2.65 - 17.90%, average, including inflation
Investment rate of return	7.55%, net of pension plan investment expense, including inflation

Mortality rates were based on the PubS.H-2010(B) Retiree Table with the following adjustments: For males, 95% of male rates up to age 60, 110% for ages 61 to 75 and 101% for ages above 77. For females, 84% of female rates up to age 72 and 100% for ages above 76. Mortality rates are projected generationally using the MP-2020 projection scale to account for future improvements in life expectancy.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

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**CITY OF TUPELO - ELECTRIC DEPARTMENT**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2023 and 2022**

**NOTE 7 - DEFINED BENEFIT PENSION PLAN - continued**

The actuarial assumptions are based on the experience investigation for the four-year period ending June 30, 2020.

The most recent target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation		Long-Term Expected Real Rate of Return	
Domestic Equity	27.00	%	4.60	%
International Equity	22.00		4.50	
Global Equity	12.00		4.80	
Fixed Income	20.00		(0.25)	
Real Estate	10.00		3.75	
Private Equity	8.00		6.00	
Cash	1.00		(1.00)	
Total	100.00	%		

**Discount Rate** - The discount rate used to measure the total pension liability was 7.55 percent. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate (9.00%) and that employer contributions will be made at the current contribution rate (17.40%). Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

**Sensitivity of the City of Tupelo-Electric Department's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate** - The following presents the City of Tupelo-Electric Department's proportionate share of the net pension liability using the discount rate of 7.55 %, as well as what the City of Tupelo-Electric Department's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.55 %) or 1-percentage-point higher (8.55 %) than the current rate:

	Discount Rate	Electric Department's Proportionate Share of Net Pension Liability
1% Decrease	6.55%	\$ 8,263,671
Current Discount Rate	7.55%	6,331,820
1% Increase	8.55%	4,739,106

**Plan Fiduciary Net Position**-Detailed information about the Plan's fiduciary net position is available in the separately issued Public Employees' Retirement System of Mississippi (PERS) financial report.

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**CITY OF TUPELO - ELECTRIC DEPARTMENT**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2023 and 2022**

**NOTE 8 - LONG-TERM DEBT**

**BONDS PAYABLE**

The Department issued series 2018 special obligation bonds during the year to provide financing for the cost of improvement, repair and extension of the electric system of the City of Tupelo. The bonds are dated April 12, 2018, with a maturity date of May 1, 2033. The bonds have a coupon rate ranging from 2% to 5% with principal and interest payments due semiannually commencing November 1, 2018.

During the fiscal year, the following changes occurred in long-term debt:

	<b>Balances</b>			<b>Balances</b>
	<b>July 1,</b>	<b>Additions</b>	<b>Reductions</b>	<b>June 30,</b>
Special Obligation Bonds	\$ 4,540,000	\$ -	\$ 325,000	\$ 4,215,000
Premium	627,225	-	-	627,225
Amortization of Premium	(174,229)	(41,815)	-	(216,044)
	<u>\$ 4,992,996</u>	<u>\$ (41,815)</u>	<u>\$ 325,000</u>	<u>\$ 4,626,181</u>

The annual debt service requirements to maturity are as follows:

<b>Fiscal Year</b>			
<b>Ending</b>			
<b>June 30,</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2024	\$ 335,000	\$ 210,750	\$ 545,750
2025	350,000	194,000	544,000
2026	370,000	176,500	546,500
2027	390,000	158,000	548,000
2028	405,000	138,500	543,500
2029-2033	2,365,000	366,000	2,731,000
Total	<u>\$ 4,215,000</u>	<u>\$ 1,243,750</u>	<u>\$ 5,458,750</u>

**NOTE 9 - ECONOMIC DEPENDENCY**

Sales to one major customer during the years ended June 30, 2023 and 2022 totaled approximately \$6,787,681 and \$6,605,679, respectively. This represented approximately 11.1% and 11.5% of the Department's total revenues for the years ended June 30, 2023 and 2022, respectively.

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**CITY OF TUPELO - ELECTRIC DEPARTMENT**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2023 and 2022**

**NOTE 10 - DUE FROM / TO MUNICIPALITY**

The Electric Department is an Enterprise Fund of the City of Tupelo, thus it has certain inter-fund transfers with other Departments. Customers are billed for electric, water, and sanitation services on the same bill. The Electric Department collects the bills and then disburses the fees collected to the respective departments/funds of the City. The City of Tupelo Accounting and Finance Department provides accounting services to the Electric Department for which it reimburses the General Fund for the cost of services provided. The Electric Department also reimburses the City a portion of the Mayor and City Council salaries based on the amount of time their duties were devoted to the Electric Department. The Electric Department makes in lieu property tax payments to the General Fund based on the Electric Department properties located in the City.

The Department has certain quasi-external transactions, which are reported as revenues and receivables as if they involved organizations external to the City that consist of utility billings to the City departments. Thus, the receivable related to the sale of electric power to the City is recorded in accounts receivable.

The balance of Due From Municipality and Due To Municipality at June 30, 2023 and 2022, consist of the following:

	<b>2023</b>	<b>2022</b>
Due To Municipality		
Solid Waste Management	\$ 41,541	\$ 15,236
Water and Sewer Fund	96,668	75,170
Total	<u>\$ 138,209</u>	<u>\$ 90,406</u>

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**CITY OF TUPELO - ELECTRIC DEPARTMENT**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2023 and 2022**

**NOTE 11 - RISK MANAGEMENT**

The Department is exposed to various risks of losses related to torts: theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Significant losses are covered by commercial insurance for all major programs of the City except for certain employment practices liabilities, certain environmental liabilities, worker's compensation liabilities funded through a public entity risk pool, and catastrophic natural disasters that may exceed insurance coverages for which the City retains the risk of loss.

Risk of loss related to workers compensation for injuries to City employees is covered through the Mississippi Municipal Workers' Compensation Group, a public entity risk pool. The pool was formed on March 28, 1989, by the Mississippi Nonprofit Corporation Act, pursuant to Section 71-3-75, Mississippi Code Annotated (1972), to provide public entities within the State of Mississippi workers compensation and employers' liability coverage. The City pays premiums to the pool for its worker's compensation insurance coverage based on total payroll. The participation agreement provides that the pool will be self-sustaining through member premiums. The risk of loss is remote for claims exceeding the pool's retention liability. Expenditures and claims are recognized when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. In determining claims, events that might create claims, but for which none have been reported, are considered. For insured programs there have been no significant reductions in insurance coverage. Settlement amounts have not exceeded insurance coverage for the current year or the three prior years.

The City Attorney estimates that the amount of actual or potential claims against the City as of June 30, 2023 and 2022, will not materially affect the financial condition of the City. Therefore, no provisions have been made for estimated claims. There have been no material claims paid by the City during the current or prior year.

**NOTE 12 - COMMITMENTS AND CONTINGENCIES**

Under its wholesale power agreement, the Department is committed to purchase its power from the Tennessee Valley Authority. The rates paid for such purchases are subject to review annually.

**NOTE 13 - SUBSEQUENT EVENTS**

Date of Management Evaluation

Management has evaluated subsequent events through October 12, 2023, the date on which the financial statements were available to be issued.

## REQUIRED SUPPLEMENTARY INFORMATION



**CITY OF TUPELO - ELECTRIC DEPARTMENT**  
**Schedule of the Department's Proportionate**  
**Share of the Net Pension Liability**  
**For the nine years ended June 30, 2023**

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Department's proportion of net pension liability (%)	0.030761 %	0.031631 %	0.031810 %	0.032781 %	0.032642 %	0.031707 %	0.030491 %	0.030470 %	0.032011 %
Department's proportionate share of net pension liability	\$ 6,331,820	\$ 4,675,212	\$ 6,158,132	\$ 5,766,823	\$ 5,429,391	\$ 5,270,811	\$ 5,446,490	\$ 4,560,118	\$ 3,580,761
Department's covered payroll	\$ 2,227,849	\$ 2,187,126	\$ 2,127,897	\$ 2,118,167	\$ 2,104,997	\$ 2,065,238	\$ 2,074,070	\$ 1,967,778	\$ 1,903,784
Department's proportionate share of net pension liability as a % of its covered payroll	284.21 %	213.76 %	289.40 %	272.26 %	257.93 %	255.22 %	262.60 %	231.74 %	188.09 %
Plan fiduciary net position as a % of total pension liability	59.93 %	70.44 %	58.97 %	61.59 %	62.54 %	61.49 %	57.47 %	61.70 %	67.21 %

Schedule is intended to show information for 10 years. Additional years will be available as they become available.

The accompanying notes to the Required Supplementary Information are an integral part of this schedule.

**APPENDIX D**

**CITY OF TUPELO - ELECTRIC DEPARTMENT**  
**Schedule of the Department's Contributions**  
**For the ten years ended June 30, 2023**

		<u>2023</u>		<u>2022</u>		<u>2021</u>		<u>2020</u>		<u>2019</u>		<u>2018</u>		<u>2017</u>		<u>2016</u>		<u>2015</u>		<u>2014</u>	
Statutorily required																					
contributions	\$	387,645	\$	380,560	\$	370,254	\$	368,561	\$	331,537	\$	325,275	\$	326,666	\$	309,925	\$	299,846	\$	308,146	
Actual contributions	\$	387,645	\$	380,560	\$	370,254	\$	368,561	\$	331,537	\$	325,275	\$	326,666	\$	309,925	\$	299,846	\$	308,146	
Contribution																					
deficiency (excess)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Department's																					
covered payroll	\$	2,227,849	\$	2,187,126	\$	2,127,897	\$	2,118,167	\$	2,104,997	\$	2,065,238	\$	2,074,070	\$	1,967,778	\$	1,903,784	\$	1,956,483	
Contributions																					
as a % of																					
covered payroll		17.40	%	17.40	%	17.40	%	17.40	%	15.75	%	15.75	%	15.75	%	15.75	%	15.75	%	15.75	%

Contribution percentage rate went from 15.75% to 17.40% as of July 1, 2019.

The accompanying notes to the Required Supplementary Information are an integral part of this schedule.

Schedule is intended to show information for 10 years. Additional years will be available as they become available.

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**CITY OF TUPELO – ELECTRIC DEPARTMENT**  
**Notes to the Required Supplementary Information**  
**For the year ended June 30, 2023**

**Changes of Assumptions**

**2021:**

- The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments:
  - For males, 134% of male rates at all ages.
  - For females, 121% of female rates at all ages.
  - Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.
- The expectation of disabled mortality was changed to PubG.H-2010 Disabled Table for disabled retirees with the following adjustments:
  - For males, 134% of male rates at all ages.
  - For females, 121% of female rates at all ages.
  - Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.
- The expectation of contingent annuitant mortality was based on the PubS.H-2010(B) Contingent Annuitant Table with the following adjustments:
  - For males, 97% of male rates at all ages.
  - For females, 110% of female rates at all ages.
  - Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.
- The price inflation assumption was reduced from 2.75% to 2.40%.
- The wage inflation assumption was reduced from 3.00% to 2.65%.
- The investment rate of return assumption was changed from 7.75% to 7.55%.
- The assumed load for administrative expenses was increased from 0.25% to 0.28% of payroll.
- Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to reflect actual experience more closely.
- The percentage of active member disabilities assumed to be in the line of duty was increased from 9% to 12%.
- The percentage of active member deaths assumed to be in in the line of duty was decrease from 6% to 4%.

**2019:**

- The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments:
  - For males, 112% of male rates from ages 18 to 75 scaled down to 105% for ages 80 to 119.
  - For females, 85% of the female rates from ages 18 to 65 scaled up to 102% for ages 75 to 119.
  - Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.
- The expectation of disabled mortality was changed to PubT.H-2010 Disabled Retiree Table for disabled retirees with the following adjustments:
  - For males, 137% of male rates at all ages.
  - For females, 115% of female rates at all ages.
  - Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.

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**CITY OF TUPELO – ELECTRIC DEPARTMENT**  
**Notes to the Required Supplementary Information**  
**For the year ended June 30, 2023**

**Changes of Assumptions 2019 (continued)**

- The price inflation assumption was reduced from 3.00% to 2.75%.
- The wage inflation assumption was reduced from 3.25% to 3.00%.
- Withdrawal rates, pre-retirement mortality rates, and service retirement rates were also adjusted to more closely reflect actual experience.
- The percentage of active member disabilities assumed to be in the line of duty was increased from 7% to 9%.

**2017:**

- The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Mortality Table projected with Scale BB to 2022. Small adjustments were also made to the Mortality Table for disabled lives.
- The wage inflation assumption was reduced from 3.75% to 3.25%.
- Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.
- The percentage of active member disabilities assumed to be in the line of duty was increased from 6% to 7%.

**2016:**

- The assumed rate of interest credited to employee contributions was changed from 3.50% to 2.00%.

**2015:**

- The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected to 2016 using Scale BB rather than the RP-2000 Mortality Table, which was used prior to 2015.
- The expectation of disabled mortality was changed to the RP-2014 Disabled Retiree Table, rather than the RP-2000 Disabled Mortality Table, which was used prior to 2015.
- Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.
- Assumed rates of salary increase were adjusted to more closely reflect actual and anticipated experience.
- The price inflation and investment rate of return assumptions were changed from 3.50% to 3.00% and 8.00% to 7.75%, respectively.

**Changes of Benefit Provisions**

**2016:**

- Effective July 1, 2016, the interest rate on employee contributions shall be calculated based on the money market rate as published by the Wall Street Journal on December 31 of each preceding year with a minimum rate of one percent and a maximum rate of five percent.

## REPORT ON COMPLIANCE AND INTERNAL CONTROL



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED  
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Honorable Mayor and City Council  
City of Tupelo, Mississippi

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the City of Tupelo - Electric Department as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City of Tupelo - Electric Department's basic financial statements, and have issued our report thereon dated October 12, 2023.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City of Tupelo - Electric Department's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Tupelo - Electric Department's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Tupelo - Electric Department's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

## Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Tupelo - Electric Department's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Jarrell Group, PLLC*

Jarrell Group, PLLC  
Tupelo, Mississippi  
October 12, 2023



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

## MISSISSIPPI OFFICE OF HOMELAND SECURITY HOMELAND SECURITY GRANT PROGRAM SUB-RECIPIENT GRANT AWARD

**Sub-Recipient Name: Tupelo Police Department**

**Project Title: Homeland Security Grant Program**

**Grant Period: 9/1/2023 – 8/31/2024**

**Date of Award: 9/1/2023**

**Total Amount of Award: \$8,100.00**

**Grant Number: 23LE366A**

In accordance with the provisions of Federal Fiscal Year 2023 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2023-SS-00007-S01**. 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).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **November 1, 2023**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

Grant funds will be disbursed to Sub-Recipients (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 Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.



**Supplantation:** The Sub-Recipient provides assurance that funds will not be used to supplant or replace local, 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 OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT

  
Signature of Authorized Signatory Official

10/18/23

  
Signature of MOHS Executive Director/SAA

9/27/23

# MISSISSIPPI OFFICE OF HOMELAND SECURITY



## FY23 HOMELAND SECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET

# 544 FY23 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

1. Sub-Recipient's Name:  
Tupelo Police Department

Mailing Address:  
71 East Troy Street  
Tupelo, MS 38804  
Telephone Number:  
662-212-2099

E-Mail: abby.christian@tupeloms.gov

2. Effective Date of Grant: September 1, 2023

3. Sub-Recipient Grant Number: 23LE366A

4. Grant Identifier (Funding Source & Year):  
EMW-2023-SS-00007-S01

5. Period of Performance: Start and End Dates:  
September 1, 2023-August 31, 2024

6. Subgrant Payment Method:  
Cost Reimbursement Method

7. CFDA # - 97.607- Homeland Security  
Grant Program

8. UEI # - DK9PFM6XSDR7

9. Congressional District: 1

10. FAIN #: 646000779

11. Initial Federal Award  
Date: September 1, 2023

12. Federal Awarding Agency:  
Homeland Security (800)368-6498

13. Research and Development Grant:  
     Yes   X   No

14. Indirect Cost Rate  
Charged: \$0.00

15. The following grant funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary		(1) Federal	\$8,100.00	\$0.00	100%
(2) Personal Services-Fringe		(2) State	\$0.00	\$0.00	0%
(3) Contractual Services		(3) Local	\$0.00	\$0.00	0%
(4) Travel/Training		(4) Other	\$0.00	\$0.00	0%
(5) Equipment	\$8,100.00	Total:	\$8,100.00	\$0.00	100%
(6) Commodities/Supplies		E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Other		Number of	FY20	FY21	FY23
		Grants:			
TOTAL	\$8,100.00	TOTAL:	\$	\$	

The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; Agreement of Understanding and Compliances, and all required documentation.

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.

14. Approval from Grantee:

  
Signature

9/27/23  
Date

15. Approval from Sub-Recipient:

  
Signature

10/18/23  
Date

Name: Baxter Kruger  
Title: MOHS Executive Director/SAA

Name: Todd Jordan  
Title: Mayor Authorized Signatory Official

## FY23 HOMELAND SECURITY GRANT PROJECT DESCRIPTION

The Mississippi Office of Homeland Security Grant Program (HSGP) is provided by Federal grant funds to assist local, state, and tribal efforts in obtaining the resources required to support the National Preparedness Goal, mission areas and core capabilities to build a culture of preparedness. All grant programs funded will help the State of Mississippi in the prevention, preparation, protection, and response to acts of terrorism.

These efforts will be coordinated through the grants and operation programs, along with training and exercises developed during the grant year. All programs will utilize risk assessments, data, and community knowledge to target and deploy resources that are community and state-wide threats and hazards.

## FY23 HOMELAND SECURITY PROJECT GOALS AND OBJECTIVES

### **PROJECT:**

Establish and enhance terrorism intelligence to include, but not limited to an early warning system, center, or task force.

### **GOAL:**

Increase jurisdiction participation with multi-level intelligence components and agencies to prevent, protect against, respond to, and recover from Weapons of Mass Destruction (WMD) and/or Terrorism incidents and attacks.

### **OBJECTIVES:**

Provide intelligence gathering and information sharing capabilities to 50% of local jurisdictions within three (3) years after approval of state strategy.

Establish/enhance statewide deterrence/prevention and response efforts.

### **GOAL:**

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

### **OBJECTIVES:**

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within three (3) years after approval of state strategy.

Improve the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within three (3) years of the approval of the state strategy.

## FY23 PROGRAM MILESTONE SCHEDULE

The program milestone schedule is intended to provide the Sub-Recipient, a proposed list of planned activities, implementation dates, for the implementation of the grant. Program milestones will be provided in the Sub-Recipient's quarterly reporting, as when the milestone should be completed.

### **1<sup>st</sup> QUARTER (SEPTEMBER, OCTOBER & NOVEMBER)**

- Completed Environmental Historic Preservation Form and submit to MOHS (If required). Please include the EHP form and photographs of the outside of the building, as well as places where equipment will be installed.
- Complete NIMS Training (100, 200, 700 and 800), if not completed.
- Complete Cyber-Security Assessment required questions and return completion form to MOHS.
- Solicit quotes and/or bids for equipment. (If equipment is over \$5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during the 1st quarter for the grant year.
- Begin preparation of 1st Quarter Report. (September 1-November 30). Due to MOHS December 15th.
- Send the full Grant Agreement with authorized signatory signatures to MOHS.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

### **2<sup>nd</sup> QUARTER (DECEMBER, JANUARY & FEBRUARY)**

- Submit 1<sup>st</sup> Quarter Report to MOHS. Due December 15.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 2nd Quarter Report. (December 1-February 28). Due to MOHS March 15.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

### **3<sup>RD</sup> QUARTER (March, April & May)**

- Submit 2<sup>nd</sup> Quarter Report to MOHS. Due March 15<sup>th</sup>.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 3rd Quarter Report. (March 1-May 31). Due to MOHS June 15th.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

**FY23 PROGRAM MILESTONE SCHEDULE****4th QUARTER (June, July, and August)**

- Submit 3rd Quarter Report to MOHS. Due June 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 4<sup>th</sup> Quarter Report. (June 1-August 31). Due to MOHS September 15th.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

**CLOSEOUT (September 1-October 1)**

- Submit 4<sup>th</sup> Quarter Report. (June 1-August 31). Due to MOHS September 15th.
- Prepare Closeout Documents and submit to MOHS. Due October 15<sup>th</sup>.
- Assess and review program's threats, hazards, core capabilities and needs.

# FY23 Mississippi Office of Homeland Security-Cost Summary Support Sheet

1. Sub-Recipient Agency: Tupelo Police Department				
2. Sub-Recipient Grant Number: 23LE366A		3. Grant ID: FY23HSGP	4. Beginning: September 1, 2023	5. Ending: August 31, 2024
6. Activity: Homeland Security Grant Program				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget Federal	All Other	Total
Personal Services-Salary		\$0.00	\$0.00	\$0.00
Personal Services-Fringe		\$0.00	\$0.00	\$0.00
Contractual Services		\$0.00	\$0.00	\$0.00
Travel/Training		\$0.00	\$0.00	\$0.00
Equipment	1 Shield @ \$8,100.00	\$8,100.00	\$0.00	\$8,100.00
Commodities/Supplies		\$0.00	\$0.00	\$0.00
Other:		\$0.00	\$0.00	\$0.00

<b>TOTALS</b>	\$8,100.00	\$0.00	\$8,100.00
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## MISSISSIPPI OFFICE HOMELAND SECURITY GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

This Grant Agreement (GA) is made and entered into by and between the State of Mississippi by and through the Mississippi Department of Public Safety and the Mississippi Office of Homeland Security, hereto referred to as State, and governmental unit or agency named in this Agreement, hereinafter referred to as Sub-Recipient.

*Section 2002 of the Homeland Security Act of 2023 and the Department of Homeland Security Appropriation Act, 2021*, as amended, provides federal funds to the State for approved homeland security projects for the purpose of enhancing, the ability of state, local, tribal, and territorial governments, as well as non-profits, to prevent, protect against, respond to, and recover from terrorist attacks, and

The State may make said funds available to state, local, tribal, and territorial governments, as well as non-profits entities upon application and approval from the State and Homeland Security, and

The Sub-Recipient must comply with all requirements listed herein, to be eligible for federal funds in approved homeland security projects, and

Now, therefore in consideration of mutual promises and other consideration, the parties agree as follows:

### Federal Terms and Conditions:

Terms and conditions pertain not only to Recipients, but grant funded Sub-Recipients, as well. The following list of terms and conditions should be reviewed and followed. The FY2023 Department of Homeland Security Standard Terms and Conditions, can be found at: <https://www.dhs.gov/sites/default/files/2023-01/FY%202023%20DHS%20Terms%20and%20Conditions%20Version%20%20Dated%20November%2029%202023.pdf#:~:text=The%20Fiscal%20Year%20%28FY%29%202023%20DHS%20Standard%20Terms,right%20to%20seek%20judicial%20enforcement%20of%20these%20obligations>.

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

### **A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.



III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

## **B. General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

## **C. Standard Terms & Conditions**

### **I. Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### **II. Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **III. Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### **IV. Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

#### **V. Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

#### **VI. Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

#### **VII. Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

#### **VIII. Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### **IX. Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **X. Drug-Free Workplace Regulation**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

## **XI. Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

## **XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

## **XIII. Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

## **XIV. Ensuring the Future is Made in All of America by All of America's Workers**

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

## **XV. False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

## **XVI. Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

## **XVII. Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

## **XVIII. Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in

accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

### **XIX. Hotel and Motel Fire Safety Act of 1990**

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

### **XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

### **XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

### **XXII. Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

### **XXIII. National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

### **XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

## **XXV. Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

## **XXVI. Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

## **XXVII. Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

## **XXVIII. Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## **XXIX. Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## **XXX. Reporting of Matters Related to Recipient Integrity and Performance**

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

## **XXXI. Reporting Subawards and Executive Compensation Reporting of first tier subawards.**

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part FY 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

## **XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.**

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure

are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

## Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

### **XXXIII. SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

### **XXXIV. Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

### **XXXV. Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

### **XXXVI. Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

### **XXXVII. USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

### **XXXVIII. Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

### **XXXIX. Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

### **Certifications Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; Drug-Free Workplace Requirements; Procurement; Organizational and Financial Requirement; following Sub-Recipient Procedures: Disclosures: Disclosure of Information and Conflict of Interest**

Sub-Recipients should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-Recipients should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and



Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State determines to award the covered transaction, grant, or other agreement.

## 1. Lobbying

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

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

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

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

## 2. Debarment, Suspension, and Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods



or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

### **3. Drug-Free Workplace**

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy.
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace.
4. Establishing an ongoing drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace.
  - (b) The Subrecipient's policy of maintaining a drug-free workplace.
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - (e) Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

### **4. Procurement:**

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms reused when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

## **5. Organizational and Financial Requirement**

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.

- a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing, and other review controls.

- b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.

2. Subrecipients must have an adequate system of internal controls which:

- a. Presents, classifies, and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except those records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three-year period, whichever is later.

- b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and 42 CFR § 200.318(c)(1) conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

- c. Provides information for planning, control, and evaluation of direct and indirect costs.

- d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

3. Notification of Organizational Changes Required:

- a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:

- i. having new or substantially changed systems
    - ii. having new compliance personnel
    - iii. loss of license or accreditation to operate program
    - iv. organizational restructuring

## **6. Following Subrecipient Procedures:**

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or

Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:

- (a) 2 CFR 200 § 302 Financial Management

## **7. Disclosure of Information:**

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

## **8. Conflict of Interest**

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.
2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

## **9. Prohibition on certain telecommunications and video surveillance services or equipment**

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information. (d) See also §200.471.

## **FEMA Standard Terms and Conditions**

### **FISCAL YEAR 2023 FEMA STANDARD TERMS AND CONDITIONS**

[<https://www.fema.gov/fact-sheet/fiscal-year-2023-fema-standard-terms-and-conditions>]

Release Date: Mar 8, 2023

FEMA standard terms and conditions are updated each fiscal year (FY). This Fact Sheet displays the FEMA standard terms and conditions for FY 2023. These standard terms and conditions apply to all non-disaster financial assistance awards funded in FY 2023.

#### **1. Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website [<https://www.fema.gov/grants/guidance-tools/environmental-historic>]. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

#### **2. Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

#### **3. Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

#### **4. Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

#### **5. Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308 [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>].

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) [<https://www.grants.gov/forms/post-award-reporting-forms.html>] you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### **6. Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.211>] requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

**Mississippi Office of Homeland Security  
Terms and Conditions:**

1. Sub-Recipient must comply with the rules and regulations of 2 CFR 200.
2. Sub-Recipients 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. Sub-Recipients 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 **twelve (12) months** during the year of equipment purchase only.
5. Position descriptions are required for each person to be paid with grant funds and an organizational chart identifying grant funded position(s).
6. A physical inventory of property and equipment must be completed, and the results reconciled with the MOHS property control, at least once every two years.
7. The MOHS requires that property and equipment acquired with grant funds be tagged and tracked using an inventory management system.
8. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. To improve interoperability, all radios purchased under this grant should be APCO 25 compliant.
9. The designated representative certifies that he/she has legal signatory authority to receive assistance.
10. Sub-Recipients shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
11. Sub-Recipients shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative and the MOHS.
12. Sub-Recipient is aware of and shall comply with cost-sharing requirements, if applicable.
13. Sub-Recipient 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 and the MOHS.
14. Sub-Recipient shall comply with the Single Audit Act of 1996 and 2 CFR 200.501. Copies of audit reports when issued and provide audit findings to the MOHS. Copies will be made available, as needed.
15. Sub-Recipient 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.

16. Sub-Recipient **shall return** to the State, within thirty (30) days of such request by the DPS Authorized Representative, any funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
17. Sub-Recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services.
18. Sub-Recipient shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 41 U.S.C Code §8103.
19. Sub-Recipient shall comply with all Federal and State statutes and regulations relating to non-discrimination.
20. Sub-Recipient shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
21. Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
22. Sub-Recipient shall not enter any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.
23. The period of performance for this Grant Agreement shall begin on the date of acceptance of the Subrecipient Award execution and shall continue through the period of Subrecipient unless terminated by the MOHS and/or the Department of Public Safety. Future Subrecipient 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.
24. Programmatic and Financial Reports: Program Reporting and Financial Reports are due within 15 days after each reporting quarter:

Grant Period	Quarter	Date Report is Due
September 1-November 30	1 <sup>st</sup> Quarter	December 15
December 1-February 28	2 <sup>nd</sup> Quarter	March 15
March 1-May 31	3 <sup>rd</sup> Quarter	June 15
June 1-August 31	4 <sup>th</sup> Quarter	September 15
Closeout	Closeout	October 15

25. The local Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published FEMA Authorized Equipment List (AEL) or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents.
26. The Authorized Signatory Official is responsible for committing to the terms of this GA, budgeting local funds to purchase equipment or support jurisdictional exercise, training, and planning efforts for executing this GA on behalf of the Sub-Recipient's jurisdiction.
27. The Sub-Recipient shall designate a Sub-Recipient public official as the Sub-Recipient Grant Administrator (SGA) for developing and attaching the GA scope of work, 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 (MOHS) via the Biannual Strategy Implementation Report (BSIR).

**Funding Considerations:**

28. It is mutually agreed that upon written application by Sub-Recipient and approval by State and FEMA (if applicable), State will obligate Federal funds to Sub-Recipient account for reimbursement of eligible expenditures as set forth in the application.
29. Grant funds expended prior to the date of the award letter are not authorized to be reimbursed.
30. Each quarter the SGA will prepare and submit a Quarterly Request for Reimbursement to the MOHS. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The MOHS will review the reimbursement package for completeness and process for payment through the Mississippi Accountability System for Government Information and Collaboration (MAGIC), accounting system.
31. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.
32. No cost or obligation shall be incurred by the Recipient under this GA unless and until the Recipient advises the Sub-Recipient in writing that the Application and Award have been approved and funds are available.
33. 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.
34. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in the current annual jurisdictional budget must be accompanied by supporting documentation.
35. Quarterly 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 with supporting documentation.

**Maintenance, Replacement costs and Use of Equipment, Sell & Disposal**

36. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such an event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.
37. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.
38. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
39. Each Sub-Recipient of federal grant funds must have a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).



40. All equipment awarded in this grant agreement **must be ordered** within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.
41. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
42. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
43. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.
44. Adequate maintenance procedures must be developed to keep the property in good working condition.
45. If the Sub-Recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
46. Costs for equipment items are allowable only as part of a comprehensive program effort.
47. Equipment purchased under the terms of this GA will be stored, maintained, and used in accordance with the purpose and objectives of this Grant 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.
48. 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).

#### **Non-performance of Grant Activities**

49. Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the Recipient.
50. Failure to expend all grant funds awarded (by date stated on Award 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.
51. 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.

#### **Administrative Provisions**

52. 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.

## Audit Requirements

53. Law enforcement, state, local, non-profit agencies funded with Federal funds administered by the MOHS for the purpose of grant activity must comply with the following (2 CFR§200.501):

- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.
- (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) *Sub-Recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.
- (h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to

for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

### **Monitoring**

54. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all subrecipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purpose of determining the appropriate level of sub-recipient monitoring.
55. 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.
56. The MOHS will contact Sub-Recipient(s) for additional information as needed and 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.

### **Intelligence Sharing:**

57. Sub-Recipients will provide available intelligence to the Mississippi Office of Homeland Security and the Mississippi Analysis and Information Center (FUSION). Intelligence should be shared between local, state, tribal, territorial, and federal agencies with the focus on homeland security matters.
58. Any agency or organization that accepts Homeland Security Grant Funding (HSGP) from MOHS agrees to share threat data with MOHS and MSAIC for use in Threat Analysis Reporting. This includes routine reporting designated by the MS Information Liaison Officer (MILO) Program Coordinator and situational reporting for events that have a Terrorism/Critical Infrastructure/Gangs nexus.
59. Usage of Homeland Security Grant Program (HSGP)Funding for the purchase of License Plate Reader (LPRs) must allow for access to the data of equipment in question by request from MOHS agents or MSAIC analysts and be sharable to other members of the agency's regional fusion center (if applicable).

### **Other Provisions**

60. This agreement is not 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.
61. 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.

62. All final requests for reimbursement, performance reports and closeout documents must be received in the Mississippi Office of Homeland Security within forty-five (45) days of completion of the project.
63. Sub-Recipient delinquent in submitting reimbursements, quarterly/progress reports, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period of performance, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.
64. All Sub-Recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities, to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.

**ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:**

As the Authorized Official for, \_\_\_\_\_ (Sub-Recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Signatory Official) have signed, dated, and fully executed the Grant Agreement.

Therefore, the Agency I represent promises and will comply with all Federal, State and Mississippi Office of Homeland Security Certifications and Assurances and their conditions.

**SUB-RECIPIENT:****ATTESTS:**

Todd Jordan

10/18/23

Authorized Signatory Official's Signature:  
(Sub-Recipient)

Date:

Todd Jordan

Mayor

Authorized Signatory Official's Printed Name:

Organizational Title:

UEI Number: DF9PFMLXSDR7

**APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE OF HOMELAND SECURITY**

By: [Signature]

Date: 9/27/23

Executive Director/SAA

Mississippi Office of Homeland Security

## **FY23 HSGP Award Appendix Documentation for Award Packet.**

**Please return the following forms along with the Award Letter and Award Agreement for a complete Award Packet.**

**If your Agency is awarded a License Plater Reader or any type of equipment that will require a building modification or installation, please include the FY23 Environmental Historic Preservation Screening Form.**

**If your Agency is awarded a License Plate Reader, please also include the Intel MOU Form and LPR MOU Form.**

## Grant Agreement Certifications

Below please assign **three (3) separate persons** to hold the following responsibilities: Sub-Recipient Grant Administrator, Financial Officer, and the Grant Authorized Signatory Official. The Sub-Recipient Administrator will be responsible for the day-to-day activities, correspondence, and management of the grant program. The Financial Officer is responsible for the payment, purchasing and gathering of all financial information and back up documentation. The Grant Authorized Signatory Official is the overall head of the agency that holds the full responsibility of the program to remain in state and federal compliances.

Staff that may be grant funded cannot be an authorized official on the grant without the written approval of the Executive Director.

**Agency Name:** City of Tupelo \_\_\_\_\_ **Grant Number:** 23LE366A \_\_\_\_\_

**Agency Address:** 71 East Troy St, Tupelo, MS 38804 \_\_\_\_\_

**Agency Phone Number:** 662-841-6565 \_\_\_\_\_ **Agency Fax Number:** 662-840-2579 \_\_\_\_\_

## Sub-Recipient Grant Administrator Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all 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 the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Sub-Recipient Grant Administrator (SGA), as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

**Name:** Abby Christian \_\_\_\_\_ **Title:** Grant Administrator \_\_\_\_\_  
(Designated Sub-Recipient Grant Administrator)

**Phone Number:** 662-841-6565 \_\_\_\_\_

**Email Address:** abby.christian@tupeloms.gov \_\_\_\_\_

**Signature of Sub-Recipient Grant Administrator:**  \_\_\_\_\_

## Financial Officer Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all 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 the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Financial Officer, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

**Name:** Kim Hanna **Title:** CFO/City Clerk  
(Sub-Recipient Financial Officer)

**Phone Number:** 662-841-6502

**Email Address:** kim.hanna@tupeloms.gov

**Signature of Sub-Recipient Financial Officer:** 

## Authorized Signatory Official Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all 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 the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Grant Authorized Signatory Official, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

**Name:** Todd Jordan **Title:** Mayor  
(Grant Authorized Signatory Official)

**Phone Number:** 662-841-6413

**Email Address:** todd.jordan@tupeloms.gov

**Signature of Authorized Signatory Official:** 



## Designation of Sub-Recipient Grant Administrator (SGA)<sup>574</sup>

Pursuant to the Mississippi Office of Homeland's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as financial reimbursement, performance reports, etc. The (agency/department name) City of Tupelo, Inc. has authorized and approved (print designated sub-recipient grant administrator official name) Abby Christian to sign any/all forms related to this Grant Agreement.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims and reporting submitted by them to this agency. The approval of this request will allow this person to complete the required documentation in the absence and/or on behalf of the signatory official.

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

### Sub-Recipient Grant Administrator (SGA)

Name: Abby Christian Title: Grant Administrator  
(Designated Sub-Recipient Grant Administrator)

Agency Name: City of Tupelo, Inc.

Mailing Address: 71 E. Troy Street

City: Tupelo Zip Code: 38804

Telephone Number: 662-841-6565 Fax Number: 662-840-2579

Email Address:  
abby.christian@tupeloms.gov

Signature of Sub-Recipient Grant Administrator: 

### Grant Authorized Signatory Official

Appointed by Authorized Signatory Official: (Mayor, Board President, Commissioner, Director, Superintendent)

Authorized Signatory Official Signature: 

Title: Mayor

Date: 18 October 2023

## **Grant Agreement-<sup>575</sup>Scope of Work**

Please provide a detailed description of work and grant activities that the awarded jurisdiction will take part in with the use of grant funds. Please include how the grant funds, equipment, supplies, etc. will be used to prevent and protect against terrorist activities.

These items will provide mobile ballistic protection to officers and/or teams combating or responding to acts of domestic violence and extremism. They can also be used regionally as Tupelo is routinely requested to provide mutual aid to other jurisdictions in the area.

Upon contract execution, the City of Tupelo SGA will initiate reverse bids and make sure all state procurement practices are followed. Upon closing of bids, we will issue a purchase order, receive an invoice, and pay our invoice. Upon receipt of item, we will inventory our item(s), applying asset tags and populating the inventory sheet.

Quarterly, the SGA will complete the quarterly and programmatic reports and return to the Program Manager.

Upon completion of all grant activities, the SGA will submit a closeout form and inventory form, along with all purchase orders, quotes, invoices, check copies, and photos to the Program Manager.

## Federal Funding Accountability and Transparency Act (FFATA) Compliance Form

To comply with the Federal Funding Accountability and Transparency Act (FFATA), the MOHS must report award information for all sub-recipients of federal awards as directed. Information provided will be made publicly available on USA Spending <http://www.usaspending.gov/> per the Transparency Act requirement.

### Section 1: Award Information:

<b>Agency Name</b>	<b>City of Tupelo, Inc.</b>
<b>City</b>	<b>Tupelo</b>
<b>Zip Code +4 Digits (Required)</b>	<b>38804-4747</b>
<b>Unique Entity Identification (UEI) #</b>	<b>DK9PFM6XSDR7</b>
<b>Amount of Award:</b>	<b>\$8,100</b>

### Section 2: Compensation Information: Answer only is award is \$30,000.00 or more in federal funds)

- More than 80% of the Agency organization's annual gross revenue is federal funds.  
☐ Yes (If yes, proceed to Question 2)  
☐ No (If No, stop, proceed to Section 3)
- Federal Revenue exceeds twenty-five (25) million dollars.  
☐ Yes (If Yes, proceed to Question 3)  
☐ No (If No, stop, proceed to Section 3)
- Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (If other, please indicate: \_\_\_\_\_)  
☐ Yes (If Yes, proceed to Table)  
☐ No (If No, stop, proceed to Section 3)

#### Names and Salary of Organizations Top Five (5) Executives (By Salary)

	First and Last Name	Title	Annual Salary
1.			
2.			
3.			
4.			
5.			

### Section 3: Certification of Information:

I certify that the above information is true and accurate.

  
 Authorized Signatory Official (Signature)

18 October 2023  
 Date

Todd Jordan

Authorized Signatory Official (Printed Name)

Mayor \_\_\_\_\_  
 Title



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

## MISSISSIPPI OFFICE OF HOMELAND SECURITY HOMELAND SECURITY GRANT PROGRAM SUB-RECIPIENT GRANT AWARD

**Sub-Recipient Name: Tupelo Police Department**

**Project Title: Homeland Security Grant Program**

**Grant Period: 9/1/2023 – 8/31/2024**

**Date of Award: 9/1/2023**

**Total Amount of Award: \$37,000.00**

**Grant Number: 23LE366C**

In accordance with the provisions of Federal Fiscal Year 2023 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2023-SS-00007-S01**. 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).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **November 1, 2023**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

Grant funds will be disbursed to Sub-Recipients (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 Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

**Supplantation:** The Sub-Recipient provides assurance that funds will not be used to supplant or replace local, 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 OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT



10/18/23

Signature of Authorized Signatory Official



9/27/23

Signature of MOHS Executive Director/SAA

# MISSISSIPPI OFFICE OF HOMELAND SECURITY



## FY23 HOMELAND SECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET



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## FY23 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

1. Sub-Recipient's Name:  
Tupelo Police Department

Mailing Address:  
71 East Troy Street  
Tupelo, MS 38804  
Telephone Number:  
662-212-2099

E-Mail: abby.christian@tupeloms.gov

2. Effective Date of Grant: September 1, 2023

3. Sub-Recipient Grant Number: 23LE366C

4. Grant Identifier (Funding Source & Year):  
EMW-2023-SS-00007-S01

5. Period of Performance: Start and End Dates:  
September 1, 2023-August 31, 2024

6. Subgrant Payment Method:  
Cost Reimbursement Method

7. CFDA # - 97.607- Homeland Security  
Grant Program

8. UEI # - DK9PFM6XSDR7

9. Congressional District: 1

10. FAIN #: 646000779

11. Initial Federal Award  
Date: September 1, 2023

12. Federal Awarding Agency:  
Homeland Security (800)368-6498

13. Research and Development Grant:  
Yes ☐ No ☒

14. Indirect Cost Rate  
Charged: \$0.00

15. The following grant funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS	C. MATCH	D. RATIO%
(1) Personal Services-Salary		(1) Federal \$37,000.00	\$0.00	100%
(2) Personal Services-Fringe		(2) State \$0.00	\$0.00	0%
(3) Contractual Services		(3) Local \$0.00	\$0.00	0%
(4) Travel/Training		(4) Other \$0.00	\$0.00	0%
(5) Equipment	\$37,000.00	Total: \$37,000.00	\$0.00	100%
(6) Commodities/Supplies		E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:		
(7) Other		Number of Grants:	FY20	FY21
TOTAL	\$37,000.00	TOTAL: \$	\$	FY23

The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; Agreement of Understanding and Compliances, and all required documentation.

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.

14. Approval from Grantee:

  
Signature

9/27/23  
Date

15. Approval from Sub-Recipient:

  
Signature

10/18/23  
Date

Name: Baxter Kruger  
Title: MOHS Executive Director/SAA

Name: Todd Jordan  
Title: Mayor Authorized Signatory Official

## FY23 HOMELAND SECURITY GRANT PROJECT DESCRIPTION

The Mississippi Office of Homeland Security Grant Program (HSGP) is provided by Federal grant funds to assist local, state, and tribal efforts in obtaining the resources required to support the National Preparedness Goal, mission areas and core capabilities to build a culture of preparedness. All grant programs funded will help the State of Mississippi in the prevention, preparation, protection, and response to acts of terrorism.

These efforts will be coordinated through the grants and operation programs, along with training and exercises developed during the grant year. All programs will utilize risk assessments, data, and community knowledge to target and deploy resources that are community and state-wide threats and hazards.

## FY23 HOMELAND SECURITY PROJECT GOALS AND OBJECTIVES

### **PROJECT:**

Establish and enhance terrorism intelligence to include, but not limited to an early warning system, center, or task force.

### **GOAL:**

Increase jurisdiction participation with multi-level intelligence components and agencies to prevent, protect against, respond to, and recover from Weapons of Mass Destruction (WMD) and/or Terrorism incidents and attacks.

### **OBJECTIVES:**

Provide intelligence gathering and information sharing capabilities to 50% of local jurisdictions within three (3) years after approval of state strategy.

Establish/enhance statewide deterrence/prevention and response efforts.

### **GOAL:**

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

### **OBJECTIVES:**

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within three (3) years after approval of state strategy.

Improve the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within three (3) years of the approval of the state strategy.



## FY23 PROGRAM MILESTONE SCHEDULE

The program milestone schedule is intended to provide the Sub-Recipient, a proposed list of planned activities, implementation dates, for the implementation of the grant. Program milestones will be provided in the Sub-Recipient's quarterly reporting, as when the milestone should be completed.

### **1<sup>st</sup> QUARTER (SEPTEMBER, OCTOBER & NOVEMBER)**

- Completed Environmental Historic Preservation Form and submit to MOHS (If required). Please include the EHP form and photographs of the outside of the building, as well as places where equipment will be installed.
- Complete NIMS Training (100, 200, 700 and 800), if not completed.
- Complete Cyber-Security Assessment required questions and return completion form to MOHS.
- Solicit quotes and/or bids for equipment. (If equipment is over \$5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during the 1st quarter for the grant year.
- Begin preparation of 1st Quarter Report. (September 1-November 30). Due to MOHS December 15th.
- Send the full Grant Agreement with authorized signatory signatures to MOHS.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

### **2<sup>nd</sup> QUARTER (DECEMBER, JANUARY & FEBRUARY)**

- Submit 1<sup>st</sup> Quarter Report to MOHS. Due December 15.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 2nd Quarter Report. (December 1-February 28). Due to MOHS March 15.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

### **3<sup>rd</sup> QUARTER (March, April & May)**

- Submit 2<sup>nd</sup> Quarter Report to MOHS. Due March 15<sup>th</sup>.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 3rd Quarter Report. (March 1-May 31). Due to MOHS June 15th.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

**FY23 PROGRAM MILESTONE SCHEDULE****4th QUARTER (June, July, and August)**

- Submit 3rd Quarter Report to MOHS. Due June 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 4<sup>th</sup> Quarter Report. (June 1-August 31). Due to MOHS September 15th.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

**CLOSEOUT (September 1-October 1)**

- Submit 4<sup>th</sup> Quarter Report. (June 1-August 31). Due to MOHS September 15th.
- Prepare Closeout Documents and submit to MOHS. Due October 15<sup>th</sup>.
- Assess and review program's threats, hazards, core capabilities and needs.

# **FY23 Mississippi Office of Homeland Security-Cost Summary Support Sheet**

<b>1. Sub-Recipient Agency: Tupelo Police Department</b>				
<b>2. Sub-Recipient Grant Number: 23LE366C</b>		<b>3. Grant ID: FY23HSGP</b>	<b>4. Beginning: September 1, 2023</b>	<b>5. Ending: August 31, 2024</b>
<b>6. Activity: Homeland Security Grant Program</b>				
<b>7. Category &amp; Line Item</b>	<b>8. Description of item and/or Basis for Valuation</b>	<b>9. Budget</b>		
		<b>Federal</b>	<b>All Other</b>	<b>Total</b>
Personal Services-Salary		\$0.00	\$0.00	\$0.00
Personal Services-Fringe		\$0.00	\$0.00	\$0.00
Contractual Services		\$0.00	\$0.00	\$0.00
Travel/Training		\$0.00	\$0.00	\$0.00
Equipment	Neighborhood Watch Camera System (w/6 cameras) @ (not to exceed) \$37,000.00	\$37,000.00	\$0.00	\$37,000.00
Commodities/Supplies		\$0.00	\$0.00	\$0.00
Other:		\$0.00	\$0.00	\$0.00

<b>TOTALS</b>	\$37,000.00	\$0.00	\$37,000.00
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## MISSISSIPPI OFFICE HOMELAND SECURITY GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

This Grant Agreement (GA) is made and entered into by and between the State of Mississippi by and through the Mississippi Department of Public Safety and the Mississippi Office of Homeland Security, hereto referred to as State, and governmental unit or agency named in this Agreement, hereinafter referred to as Sub-Recipient.

*Section 2002 of the Homeland Security Act of 2023 and the Department of Homeland Security Appropriation Act, 2021*, as amended, provides federal funds to the State for approved homeland security projects for the purpose of enhancing, the ability of state, local, tribal, and territorial governments, as well as non-profits, to prevent, protect against, respond to, and recover from terrorist attacks, and

The State may make said funds available to state, local, tribal, and territorial governments, as well as non-profits entities upon application and approval from the State and Homeland Security, and

The Sub-Recipient must comply with all requirements listed herein, to be eligible for federal funds in approved homeland security projects, and

Now, therefore in consideration of mutual promises and other consideration, the parties agree as follows:

### Federal Terms and Conditions:

Terms and conditions pertain not only to Recipients, but grant funded Sub-Recipients, as well. The following list of terms and conditions should be reviewed and followed. The FY2023 Department of Homeland Security Standard Terms and Conditions, can be found at: <https://www.dhs.gov/sites/default/files/2023-01/FY%202023%20DHS%20Terms%20and%20Conditions%20Version%202%20Dated%20November%2029%202023.pdf#:~:text=The%20Fiscal%20Year%20%28FY%29%202023%20DHS%20Standard%20Terms,right%20to%20seek%20judicial%20enforcement%20of%20these%20obligations>.

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

### A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

## **B. General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

## **C. Standard Terms & Conditions**

### **I. Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### **II. Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **III. Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### **IV. Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

#### **V. Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

#### **VI. Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

#### **VII. Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

#### **VIII. Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### **IX. Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **X. Drug-Free Workplace Regulation**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

## **XI. Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

## **XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

## **XIII. Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

## **XIV. Ensuring the Future is Made in All of America by All of America's Workers**

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

## **XV. False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

## **XVI. Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

## **XVII. Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

## **XVIII. Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in

accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

### **XIX. Hotel and Motel Fire Safety Act of 1990**

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

### **XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

### **XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

### **XXII. Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

### **XXIII. National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

### **XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.



## **XXV. Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

## **XXVI. Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

## **XXVII. Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

## **XXVIII. Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## **XXIX. Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## **XXX. Reporting of Matters Related to Recipient Integrity and Performance**

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

## **XXXI. Reporting Subawards and Executive Compensation Reporting of first tier subawards.**

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part FY 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

## **XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.**

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure

are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

## Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

### **XXXIII. SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

### **XXXIV. Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

### **XXXV. Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

### **XXXVI. Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

### **XXXVII. USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

### **XXXVIII. Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

### **XXXIX. Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

### **Certifications Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; Drug-Free Workplace Requirements; Procurement; Organizational and Financial Requirement; following Sub-Recipient Procedures: Disclosures: Disclosure of Information and Conflict of Interest**

Sub-Recipients should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-Recipients should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and

Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State determines to award the covered transaction, grant, or other agreement.

## 1. Lobbying

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

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

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

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

## 2. Debarment, Suspension, and Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods

or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

### **3. Drug-Free Workplace**

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy.
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace.
4. Establishing an ongoing drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace.
  - (b) The Subrecipient's policy of maintaining a drug-free workplace.
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - (e) Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

### **4. Procurement:**

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms reused when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

## **5. Organizational and Financial Requirement**

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
  - a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing, and other review controls.
  - b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.
2. Subrecipients must have an adequate system of internal controls which:
  - a. Presents, classifies, and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except those records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three-year period, whichever is later.
  - b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and 42 CFR § 200.318(c)(1) conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
  - c. Provides information for planning, control, and evaluation of direct and indirect costs.
  - d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.
3. Notification of Organizational Changes Required:
  - a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
    - i. having new or substantially changed systems
    - ii. having new compliance personnel
    - iii. loss of license or accreditation to operate program
    - iv. organizational restructuring

## **6. Following Subrecipient Procedures:**

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or

Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:

- (a) 2 CFR 200 § 302 Financial Management

## **7. Disclosure of Information:**

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

## **8. Conflict of Interest**

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.

2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

## **9. Prohibition on certain telecommunications and video surveillance services or equipment**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information. (d) See also §200.471.

## **FEMA Standard Terms and Conditions**

### **FISCAL YEAR 2023 FEMA STANDARD TERMS AND CONDITIONS**

[<https://www.fema.gov/fact-sheet/fiscal-year-2023-fema-standard-terms-and-conditions>]

Release Date: Mar 8, 2023

FEMA standard terms and conditions are updated each fiscal year (FY). This Fact Sheet displays the FEMA standard terms and conditions for FY 2023. These standard terms and conditions apply to all non-disaster financial assistance awards funded in FY 2023.

#### **1. Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website [<https://www.fema.gov/grants/guidance-tools/environmental-historic>]. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

#### **2. Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

#### **3. Acceptance of Post Award Changes**



In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

#### **4. Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

#### **5. Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308 [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>].

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) [<https://www.grants.gov/forms/post-award-reporting-forms.html>] you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### **6. Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.211>] requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

**Mississippi Office of Homeland Security  
Terms and Conditions:**

1. Sub-Recipient must comply with the rules and regulations of 2 CFR 200.
2. Sub-Recipients 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. Sub-Recipients 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 **twelve (12) months** during the year of equipment purchase only.
5. Position descriptions are required for each person to be paid with grant funds and an organizational chart identifying grant funded position(s).
6. A physical inventory of property and equipment must be completed, and the results reconciled with the MOHS property control, at least once every two years.
7. The MOHS requires that property and equipment acquired with grant funds be tagged and tracked using an inventory management system.
8. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. To improve interoperability, all radios purchased under this grant should be APCO 25 compliant.
9. The designated representative certifies that he/she has legal signatory authority to receive assistance.
10. Sub-Recipients shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
11. Sub-Recipients shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative and the MOHS.
12. Sub-Recipient is aware of and shall comply with cost-sharing requirements, if applicable.
13. Sub-Recipient 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 and the MOHS.
14. Sub-Recipient shall comply with the Single Audit Act of 1996 and 2 CFR 200.501. Copies of audit reports when issued and provide audit findings to the MOHS. Copies will be made available, as needed.
15. Sub-Recipient 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.

16. Sub-Recipient **shall return** to the State, within thirty (30) days of such request by the DPS Authorized Representative, any funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
17. Sub-Recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services.
18. Sub-Recipient shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 41 U.S.C Code §8103.
19. Sub-Recipient shall comply with all Federal and State statutes and regulations relating to non-discrimination.
20. Sub-Recipient shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
21. Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
22. Sub-Recipient shall not enter any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.
23. The period of performance for this Grant Agreement shall begin on the date of acceptance of the Subrecipient Award execution and shall continue through the period of Subrecipient unless terminated by the MOHS and/or the Department of Public Safety. Future Subrecipient 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.
24. Programmatic and Financial Reports: Program Reporting and Financial Reports are due within 15 days after each reporting quarter:

Grant Period	Quarter	Date Report is Due
September 1-November 30	1 <sup>st</sup> Quarter	December 15
December 1-February 28	2 <sup>nd</sup> Quarter	March 15
March 1-May 31	3 <sup>rd</sup> Quarter	June 15
June 1-August 31	4 <sup>th</sup> Quarter	September 15
Closeout	Closeout	October 15

25. The local Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published FEMA Authorized Equipment List (AEL) or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents.
26. The Authorized Signatory Official is responsible for committing to the terms of this GA, budgeting local funds to purchase equipment or support jurisdictional exercise, training, and planning efforts for executing this GA on behalf of the Sub-Recipient's jurisdiction.
27. The Sub-Recipient shall designate a Sub-Recipient public official as the Sub-Recipient Grant Administrator (SGA) for developing and attaching the GA scope of work, 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 (MOHS) via the Biannual Strategy Implementation Report (BSIR).

#### **Funding Considerations:**

28. It is mutually agreed that upon written application by Sub-Recipient and approval by State and FEMA (if applicable), State will obligate Federal funds to Sub-Recipient account for reimbursement of eligible expenditures as set forth in the application.
29. Grant funds expended prior to the date of the award letter are not authorized to be reimbursed.
30. Each quarter the SGA will prepare and submit a Quarterly Request for Reimbursement to the MOHS. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The MOHS will review the reimbursement package for completeness and process for payment through the Mississippi Accountability System for Government Information and Collaboration (MAGIC), accounting system.
31. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.
32. No cost or obligation shall be incurred by the Recipient under this GA unless and until the Recipient advises the Sub-Recipient in writing that the Application and Award have been approved and funds are available.
33. 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.
34. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in the current annual jurisdictional budget must be accompanied by supporting documentation.
35. Quarterly 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 with supporting documentation.

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

36. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such an event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.
37. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.
38. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
39. Each Sub-Recipient of federal grant funds must have a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).

40. All equipment awarded in this grant agreement **must be ordered** within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.
41. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
42. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
43. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.
44. Adequate maintenance procedures must be developed to keep the property in good working condition.
45. If the Sub-Recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
46. Costs for equipment items are allowable only as part of a comprehensive program effort.
47. Equipment purchased under the terms of this GA will be stored, maintained, and used in accordance with the purpose and objectives of this Grant 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.
48. 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).

#### **Non-performance of Grant Activities**

49. Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the Recipient.
50. Failure to expend all grant funds awarded (by date stated on Award 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.
51. 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.

#### **Administrative Provisions**

52. 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.

### **Audit Requirements**

53. Law enforcement, state, local, non-profit agencies funded with Federal funds administered by the MOHS for the purpose of grant activity must comply with the following (2 CFR§200.501):

- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.
- (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) *Sub-Recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.
- (h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to



for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

### **Monitoring**

54. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all subrecipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purpose of determining the appropriate level of sub-recipient monitoring.
55. 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.
56. The MOHS will contact Sub-Recipient(s) for additional information as needed and 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.

### **Intelligence Sharing:**

57. Sub-Recipients will provide available intelligence to the Mississippi Office of Homeland Security and the Mississippi Analysis and Information Center (FUSION). Intelligence should be shared between local, state, tribal, territorial, and federal agencies with the focus on homeland security matters.
58. Any agency or organization that accepts Homeland Security Grant Funding (HSGP) from MOHS agrees to share threat data with MOHS and MSAIC for use in Threat Analysis Reporting. This includes routine reporting designated by the MS Information Liaison Officer (MILO) Program Coordinator and situational reporting for events that have a Terrorism/Critical Infrastructure/Gangs nexus.
59. Usage of Homeland Security Grant Program (HSGP)Funding for the purchase of License Plate Reader (LPRs) must allow for access to the data of equipment in question by request from MOHS agents or MSAIC analysts and be sharable to other members of the agency's regional fusion center (if applicable).

### **Other Provisions**

60. This agreement is not 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.
61. 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.

62. All final requests for reimbursement, performance reports and closeout documents must be received in the Mississippi Office of Homeland Security within forty-five (45) days of completion of the project.
63. Sub-Recipient delinquent in submitting reimbursements, quarterly/progress reports, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period of performance, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.
64. All Sub-Recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities, to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.



**ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:**

As the Authorized Official for, \_\_\_\_\_ (Sub-Recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Signatory Official) have signed, dated, and fully executed the Grant Agreement.

Therefore, the Agency I represent promises and will comply with all Federal, State and Mississippi Office of Homeland Security Certifications and Assurances and their conditions.

**SUB-RECIPIENT:****ATTESTS:**

Todd Jordan

10/18/23

**Authorized Signatory Official's Signature:**  
(Sub-Recipient)

**Date:**

Todd Jordan

Mayor

**Authorized Signatory Official's Printed Name:**

**Organizational Title:**

**UEI Number:** Dk9PFM6XSDR7

**APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE OF HOMELAND SECURITY**

**By:**

[Signature]

**Date:**

9/27/23

**Executive Director/SAA**

**Mississippi Office of Homeland Security**

## **FY23 HSGP Award Appendix Documentation for Award Packet.**

**Please return the following forms along with the Award Letter and Award Agreement for a complete Award Packet.**

**If your Agency is awarded a License Plater Reader or any type of equipment that will require a building modification or installation, please include the FY23 Environmental Historic Preservation Screening Form.**

**If your Agency is awarded a License Plate Reader, please also include the Intel MOU Form and LPR MOU Form.**

## Grant Agreement Certifications

Below please assign **three (3) separate persons** to hold the following responsibilities: Sub-Recipient Grant Administrator, Financial Officer, and the Grant Authorized Signatory Official. The Sub-Recipient Administrator will be responsible for the day-to-day activities, correspondence, and management of the grant program. The Financial Officer is responsible for the payment, purchasing and gathering of all financial information and back up documentation. The Grant Authorized Signatory Official is the overall head of the agency that holds the full responsibility of the program to remain in state and federal compliances.

Staff that may be grant funded cannot be an authorized official on the grant without the written approval of the Executive Director.

**Agency Name:** City of Tupelo \_\_\_\_\_ **Grant Number:** 23LE366C \_\_\_\_\_

**Agency Address:** 71 East Troy St, Tupelo, MS 38804 \_\_\_\_\_

**Agency Phone Number:** 662-841-6565 \_\_\_\_\_ **Agency Fax Number:** 662-840-2579 \_\_\_\_\_

## Sub-Recipient Grant Administrator Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all 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 the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Sub-Recipient Grant Administrator (SGA), as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

**Name:** Abby Christian \_\_\_\_\_ **Title:** Grant Administrator \_\_\_\_\_  
(Designated Sub-Recipient Grant Administrator)

**Phone Number:** 662-841-6565 \_\_\_\_\_

**Email Address:** abby.christian@tupeloms.gov \_\_\_\_\_

**Signature of Sub-Recipient Grant Administrator:** \_\_\_\_\_



## Financial Officer Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all 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 the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Financial Officer, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

**Name:** Kim Hanna **Title:** CFO/City Clerk  
(Sub-Recipient Financial Officer)

**Phone Number:** 662-841-6502

**Email Address:** kim.hanna@tupeloms.gov

**Signature of Sub-Recipient Financial Officer:** 

## Authorized Signatory Official Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all 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 the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Grant Authorized Signatory Official, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

**Name:** Todd Jordan **Title:** Mayor  
(Grant Authorized Signatory Official)

**Phone Number:** 662-841-6413

**Email Address:** todd.jordan@tupeloms.gov

**Signature of Authorized Signatory Official:** 

610

## Designation of Sub-Recipient Grant Administrator (SGA)

Pursuant to the Mississippi Office of Homeland's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as financial reimbursement, performance reports, etc. The (agency/department name) City of Tupelo, Inc. has authorized and approved (print designated sub-recipient grant administrator official name) Abby Christian to sign any/all forms related to this Grant Agreement.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims and reporting submitted by them to this agency. The approval of this request will allow this person to complete the required documentation in the absence and/or on behalf of the signatory official.

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

### **Sub-Recipient Grant Administrator (SGA)**

Name: Abby Christian Title: Grant Administrator  
(Designated Sub-Recipient Grant Administrator)

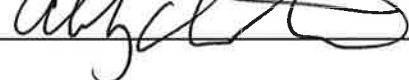
Agency Name: City of Tupelo, Inc.

Mailing Address: 71 E. Troy Street

City: Tupelo Zip Code: 38804

Telephone Number: 662-841-6565 Fax Number: 662-840-2579

Email Address:  
abby.christian@tupeloms.gov

Signature of Sub-Recipient Grant Administrator: 

### **Grant Authorized Signatory Official**

Appointed by Authorized Signatory Official: (Mayor, Board President, Commissioner, Director, Superintendent)

Authorized Signatory Official Signature: 

Title: Mayor

Date: 18 October 2023

## **Grant Agreement<sup>611</sup>-Scope of Work**

Please provide a detailed description of work and grant activities that the awarded jurisdiction will take part in with the use of grant funds. Please include how the grant funds, equipment, supplies, etc. will be used to prevent and protect against terrorist activities.

The SafeCity Cameras will provide surveillance coverage in many of Tupelo's crowded and busiest intersections/locations where there are numerous crimes that take place. It is our intent to cover as many of these convergence points with cameras and monitor them from our Real Time Command Center. Specifically, related to our threats and hazards, these cameras will assist with monitoring areas during civil unrest, and help mitigate civil unrest with greater law enforcement intervention in these areas through arrests and prosecution of crimes via surveillance capabilities.

Upon contract execution, the City of Tupelo SGA will initiate reverse bids and make sure all state procurement practices are followed. Upon closing of bids, we will issue a purchase order, receive an invoice, and I pay our invoice. Upon receipt of item, we will inventory our item(s), applying asset tags and populating the inventory sheet.

Quarterly, the SGA will complete the quarterly and programmatic reports and return to the Program Manager.

Upon completion of all grant activities, the SGA will submit a closeout form and inventory form, along with all purchase orders, quotes, invoices, check copies, and photos to the Program Manager.

## Federal Funding Accountability and Transparency Act (FFATA) Compliance Form

To comply with the Federal Funding Accountability and Transparency Act (FFATA), the MOHS must report award information for all sub-recipients of federal awards as directed. Information provided will be made publicly available on USA Spending <http://www.usaspending.gov/> per the Transparency Act requirement.

### Section 1: Award Information:

<b>Agency Name</b>	<b>City of Tupelo, Inc.</b>
<b>City</b>	<b>Tupelo</b>
<b>Zip Code +4 Digits (Required)</b>	<b>38804-4747</b>
<b>Unique Entity Identification (UEI) #</b>	<b>DK9PFM6XSDR7</b>
<b>Amount of Award:</b>	<b>\$37,000</b>

### Section 2: Compensation Information: Answer only is award is \$30,000.00 or more in federal funds)


- More than 80% of the Agency organization's annual gross revenue is federal funds.  
 \_\_\_\_\_ Yes (If yes, proceed to Question 2)  
  X   No (If No, stop, proceed to Section 3)
- Federal Revenue exceeds twenty-five (25) million dollars.  
 \_\_\_\_\_ Yes (If Yes, proceed to Question 3)  
 \_\_\_\_\_ No (If No, stop, proceed to Section 3)
- Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (If other, please indicate: \_\_\_\_\_)  
 \_\_\_\_\_ Yes (If Yes, proceed to Table)  
  X   No (If No, stop, proceed to Section 3)

#### Names and Salary of Organizations Top Five (5) Executives (By Salary)

	First and Last Name	Title	Annual Salary
1.			
2.			
3.			
4.			
5.			

### Section 3: Certification of Information:

I certify that the above information is true and accurate.

  
 \_\_\_\_\_  
 Authorized Signatory Official (Signature)

Todd Jordan

\_\_\_\_\_  
 Authorized Signatory Official (Printed Name)

  18 October 2023    
 Date

Mayor \_\_\_\_\_  
 Title





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

## MISSISSIPPI OFFICE OF HOMELAND SECURITY HOMELAND SECURITY GRANT PROGRAM SUB-RECIPIENT GRANT AWARD

**Sub-Recipient Name: Tupelo Police Department-Bomb**

**Project Title: Homeland Security Grant Program**

**Grant Period: 9/1/2023 – 8/31/2024**

**Date of Award: 9/1/2023**

**Total Amount of Award: \$100,000.00**

**Grant Number: 23LE366B**

In accordance with the provisions of Federal Fiscal Year 2023 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2023-SS-00007-S01**. 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).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **November 1, 2023**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

Grant funds will be disbursed to Sub-Recipients (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 Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.



**Supplantation:** The Sub-Recipient provides assurance that funds will not be used to supplant or replace local, 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 OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT



10/18/23

Signature of Authorized Signatory Official



9/27/23

Signature of MOHS Executive Director/SAA

# MISSISSIPPI OFFICE OF HOMELAND SECURITY



## FY23 HOMELAND SECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET

# 616 FY23 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

1. Sub-Recipient's Name:  
Tupelo Police Department-Bomb

Mailing Address:  
71 East Troy Street  
Tupelo, MS 38804  
Telephone Number:  
662-212-2099

E-Mail: abby.christian@tupeloms.gov

2. Effective Date of Grant: September 1, 2023

3. Sub-Recipient Grant Number: 23LE366B

4. Grant Identifier (Funding Source & Year):  
EMW-2023-SS-00007-S01

5. Period of Performance: Start and End Dates:  
September 1, 2023-August 31, 2024

6. Subgrant Payment Method:  
Cost Reimbursement Method

7. CFDA # - 97.607- Homeland Security  
Grant Program

8. UEI # - DK9PFM6XSDR7

9. Congressional District: 1

10. FAIN #: 646000779

11. Initial Federal Award  
Date: September 1, 2023

12. Federal Awarding Agency:  
Homeland Security (800)368-6498

13. Research and Development Grant:  
     Yes   X   No

14. Indirect Cost Rate  
Charged: \$0.00

15. The following grant funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS	C. MATCH	D. RATIO%
(1) Personal Services-Salary		(1) Federal \$100,000.00	\$0.00	100%
(2) Personal Services-Fringe		(2) State \$0.00	\$0.00	0%
(3) Contractual Services		(3) Local \$0.00	\$0.00	0%
(4) Travel/Training		(4) Other \$0.00	\$0.00	0%
(5) Equipment	\$100,000.00	Total: \$100,000.00	\$0.00	100%
(6) Commodities/Supplies		E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:		
(7) Other		Number of	FY20	FY21
		Grants:		FY23
TOTAL	\$100,000.00	TOTAL: \$	\$	

The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; Agreement of Understanding and Compliances, and all required documentation.

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.

14. Approval from Grantee:

  
Signature

9/27/23  
Date

15. Approval from Sub-Recipient:

  
Signature

10/18/23  
Date

Name: Baxter Kruger  
Title: MOHS Executive Director/SAA

Name: Todd Jordan  
Title: Mayor Authorized Signatory Official

## FY23 HOMELAND SECURITY GRANT PROJECT DESCRIPTION

The Mississippi Office of Homeland Security Grant Program (HSGP) is provided by Federal grant funds to assist local, state, and tribal efforts in obtaining the resources required to support the National Preparedness Goal, mission areas and core capabilities to build a culture of preparedness. All grant programs funded will help the State of Mississippi in the prevention, preparation, protection, and response to acts of terrorism.

These efforts will be coordinated through the grants and operation programs, along with training and exercises developed during the grant year. All programs will utilize risk assessments, data, and community knowledge to target and deploy resources that are community and state-wide threats and hazards.

## FY23 HOMELAND SECURITY PROJECT GOALS AND OBJECTIVES

### **PROJECT:**

Establish and enhance terrorism intelligence to include, but not limited to an early warning system, center, or task force.

### **GOAL:**

Increase jurisdiction participation with multi-level intelligence components and agencies to prevent, protect against, respond to, and recover from Weapons of Mass Destruction (WMD) and/or Terrorism incidents and attacks.

### **OBJECTIVES:**

Provide intelligence gathering and information sharing capabilities to 50% of local jurisdictions within three (3) years after approval of state strategy.

Establish/enhance statewide deterrence/prevention and response efforts.

### **GOAL:**

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

### **OBJECTIVES:**

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within three (3) years after approval of state strategy.

Improve the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within three (3) years of the approval of the state strategy.

## FY23 PROGRAM MILESTONE SCHEDULE

The program milestone schedule is intended to provide the Sub-Recipient, a proposed list of planned activities, implementation dates, for the implementation of the grant. Program milestones will be provided in the Sub-Recipient's quarterly reporting, as when the milestone should be completed.

### **1<sup>st</sup> QUARTER (SEPTEMBER, OCTOBER & NOVEMBER)**

- Completed Environmental Historic Preservation Form and submit to MOHS (If required). Please include the EHP form and photographs of the outside of the building, as well as places where equipment will be installed.
- Complete NIMS Training (100, 200, 700 and 800), if not completed.
- Complete Cyber-Security Assessment required questions and return completion form to MOHS.
- Solicit quotes and/or bids for equipment. (If equipment is over \$5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during the 1st quarter for the grant year.
- Begin preparation of 1st Quarter Report. (September 1-November 30). Due to MOHS December 15th.
- Send the full Grant Agreement with authorized signatory signatures to MOHS.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

### **2<sup>nd</sup> QUARTER (DECEMBER, JANUARY & FEBRUARY)**

- Submit 1<sup>st</sup> Quarter Report to MOHS. Due December 15.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 2nd Quarter Report. (December 1-February 28). Due to MOHS March 15.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

### **3<sup>rd</sup> QUARTER (March, April & May)**

- Submit 2<sup>nd</sup> Quarter Report to MOHS. Due March 15<sup>th</sup>.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 3rd Quarter Report. (March 1-May 31). Due to MOHS June 15th.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

**FY23 PROGRAM MILESTONE SCHEDULE****4th QUARTER (June, July, and August)**

- Submit 3rd Quarter Report to MOHS. Due June 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 4<sup>th</sup> Quarter Report. (June 1-August 31). Due to MOHS September 15th.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

**CLOSEOUT (September 1-October 1)**

- Submit 4<sup>th</sup> Quarter Report. (June 1-August 31). Due to MOHS September 15th.
- Prepare Closeout Documents and submit to MOHS. Due October 15<sup>th</sup>.
- Assess and review program's threats, hazards, core capabilities and needs.

## FY23 Mississippi Office of Homeland Security-Cost Summary Support Sheet

<b>1. Sub-Recipient Agency: Tupelo Police Department-Bomb</b>				
<b>2. Sub-Recipient Grant Number: 23LE366B</b>		<b>3. Grant ID: FY23HSGP</b>		<b>4. Beginning: September 1, 2023</b>
				<b>5. Ending: August 31, 2024</b>
<b>6. Activity: Homeland Security Grant Program</b>				
7. Category & Line Item		8. Description of item and/or Basis for Valuation		
		9. Budget		
		Federal	All Other	Total
Personal Services-Salary		\$0.00	\$0.00	\$0.00
Personal Services-Fringe		\$0.00	\$0.00	\$0.00
Contractual Services		\$0.00	\$0.00	\$0.00
Travel/Training		\$0.00	\$0.00	\$0.00
Equipment	Rapid Response Vehicle @ \$80,000.00 Upfit Supplies (for vehicle) @ \$20,000.00	\$100,000.00	\$0.00	100,000.00
Commodities/Supplies		\$0.00	\$0.00	\$0.00
Other:		\$0.00	\$0.00	\$0.00
<b>TOTALS</b>		\$100,000.00	\$0.00	\$100,000.00



## MISSISSIPPI OFFICE HOMELAND SECURITY GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

This Grant Agreement (GA) is made and entered into by and between the State of Mississippi by and through the Mississippi Department of Public Safety and the Mississippi Office of Homeland Security, hereto referred to as State, and governmental unit or agency named in this Agreement, hereinafter referred to as Sub-Recipient.

*Section 2002 of the Homeland Security Act of 2023 and the Department of Homeland Security Appropriation Act, 2021*, as amended, provides federal funds to the State for approved homeland security projects for the purpose of enhancing, the ability of state, local, tribal, and territorial governments, as well as non-profits, to prevent, protect against, respond to, and recover from terrorist attacks, and

The State may make said funds available to state, local, tribal, and territorial governments, as well as non-profits entities upon application and approval from the State and Homeland Security, and

The Sub-Recipient must comply with all requirements listed herein, to be eligible for federal funds in approved homeland security projects, and

Now, therefore in consideration of mutual promises and other consideration, the parties agree as follows:

### Federal Terms and Conditions:

Terms and conditions pertain not only to Recipients, but grant funded Sub-Recipients, as well. The following list of terms and conditions should be reviewed and followed. The FY2023 Department of Homeland Security Standard Terms and Conditions, can be found at: <https://www.dhs.gov/sites/default/files/2023-01/FY%202023%20DHS%20Terms%20and%20Conditions%20Version%202%20Dated%20November%2029%202023.pdf#:~:text=The%20Fiscal%20Year%20%28FY%29%202023%20DHS%20Standard%20Terms.right%20to%20seek%20judicial%20enforcement%20of%20these%20obligations>.

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

### **A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.



III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

## **B. General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

## **C. Standard Terms & Conditions**

### **I. Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### **II. Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **III. Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### **IV. Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

#### **V. Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

#### **VI. Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

#### **VII. Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

#### **VIII. Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### **IX. Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **X. Drug-Free Workplace Regulation**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

## **XI. Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

## **XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

## **XIII. Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

## **XIV. Ensuring the Future is Made in All of America by All of America's Workers**

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

## **XV. False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

## **XVI. Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

## **XVII. Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

## **XVIII. Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in

accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

### **XIX. Hotel and Motel Fire Safety Act of 1990**

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

### **XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

### **XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

### **XXII. Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

### **XXIII. National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

### **XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

## **XXV. Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

## **XXVI. Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

## **XXVII. Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

## **XXVIII. Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## **XXIX. Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## **XXX. Reporting of Matters Related to Recipient Integrity and Performance**

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

## **XXXI. Reporting Subawards and Executive Compensation Reporting of first tier subawards.**

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part FY 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

## **XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.**

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure

are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

## Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

### **XXXIII. SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

### **XXXIV. Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

### **XXXV. Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

### **XXXVI. Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

### **XXXVII. USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

### **XXXVIII. Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

### **XXXIX. Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

### **Certifications Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; Drug-Free Workplace Requirements; Procurement; Organizational and Financial Requirement; following Sub-Recipient Procedures: Disclosures: Disclosure of Information and Conflict of Interest**

Sub-Recipients should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-Recipients should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and



Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State determines to award the covered transaction, grant, or other agreement.

## **1. Lobbying**

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

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

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

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

## **2. Debarment, Suspension, and Other Responsibility Matters**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods



or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

### **3. Drug-Free Workplace**

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy.
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace.
4. Establishing an ongoing drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace.
  - (b) The Subrecipient's policy of maintaining a drug-free workplace.
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - (e) Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

### **4. Procurement:**

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms reused when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

## **5. Organizational and Financial Requirement**

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
  - a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing, and other review controls.
  - b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.
2. Subrecipients must have an adequate system of internal controls which:
  - a. Presents, classifies, and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except those records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three-year period, whichever is later.
  - b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and 42 CFR § 200.318(c)(1) conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
  - c. Provides information for planning, control, and evaluation of direct and indirect costs.
  - d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.
3. Notification of Organizational Changes Required:
  - a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
    - i. having new or substantially changed systems
    - ii. having new compliance personnel
    - iii. loss of license or accreditation to operate program
    - iv. organizational restructuring

## **6. Following Subrecipient Procedures:**

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or

Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:

- (a) 2 CFR 200 § 302 Financial Management

## **7. Disclosure of Information:**

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

## **8. Conflict of Interest**

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.

2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

## **9. Prohibition on certain telecommunications and video surveillance services or equipment**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information. (d) See also §200.471.

## **FEMA Standard Terms and Conditions**

### **FISCAL YEAR 2023 FEMA STANDARD TERMS AND CONDITIONS**

[<https://www.fema.gov/fact-sheet/fiscal-year-2023-fema-standard-terms-and-conditions>]

Release Date: Mar 8, 2023

FEMA standard terms and conditions are updated each fiscal year (FY). This Fact Sheet displays the FEMA standard terms and conditions for FY 2023. These standard terms and conditions apply to all non-disaster financial assistance awards funded in FY 2023.

#### **1. Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website [<https://www.fema.gov/grants/guidance-tools/environmental-historic>]. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

#### **2. Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

#### **3. Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

#### **4. Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

#### **5. Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308 [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>].

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) [<https://www.grants.gov/forms/post-award-reporting-forms.html>] you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### **6. Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.211>] requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

**Mississippi Office of Homeland Security  
Terms and Conditions:**

1. Sub-Recipient must comply with the rules and regulations of 2 CFR 200.
2. Sub-Recipients 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. Sub-Recipients 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 **twelve (12) months** during the year of equipment purchase only.
5. Position descriptions are required for each person to be paid with grant funds and an organizational chart identifying grant funded position(s).
6. A physical inventory of property and equipment must be completed, and the results reconciled with the MOHS property control, at least once every two years.
7. The MOHS requires that property and equipment acquired with grant funds be tagged and tracked using an inventory management system.
8. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. To improve interoperability, all radios purchased under this grant should be APCO 25 compliant.
9. The designated representative certifies that he/she has legal signatory authority to receive assistance.
10. Sub-Recipients shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
11. Sub-Recipients shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative and the MOHS.
12. Sub-Recipient is aware of and shall comply with cost-sharing requirements, if applicable.
13. Sub-Recipient 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 and the MOHS.
14. Sub-Recipient shall comply with the Single Audit Act of 1996 and 2 CFR 200.501. Copies of audit reports when issued and provide audit findings to the MOHS. Copies will be made available, as needed.
15. Sub-Recipient 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.

16. Sub-Recipient **shall return** to the State, within thirty (30) days of such request by the DPS Authorized Representative, any funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
17. Sub-Recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services.
18. Sub-Recipient shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 41 U.S.C Code §8103.
19. Sub-Recipient shall comply with all Federal and State statutes and regulations relating to non-discrimination.
20. Sub-Recipient shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
21. Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
22. Sub-Recipient shall not enter any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.
23. The period of performance for this Grant Agreement shall begin on the date of acceptance of the Subrecipient Award execution and shall continue through the period of Subrecipient unless terminated by the MOHS and/or the Department of Public Safety. Future Subrecipient 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.
24. Programmatic and Financial Reports: Program Reporting and Financial Reports are due within 15 days after each reporting quarter:

Grant Period	Quarter	Date Report is Due
September 1-November 30	1 <sup>st</sup> Quarter	December 15
December 1-February 28	2 <sup>nd</sup> Quarter	March 15
March 1-May 31	3 <sup>rd</sup> Quarter	June 15
June 1-August 31	4 <sup>th</sup> Quarter	September 15
Closeout	Closeout	October 15

25. The local Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published FEMA Authorized Equipment List (AEL) or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents.
26. The Authorized Signatory Official is responsible for committing to the terms of this GA, budgeting local funds to purchase equipment or support jurisdictional exercise, training, and planning efforts for executing this GA on behalf of the Sub-Recipient's jurisdiction.
27. The Sub-Recipient shall designate a Sub-Recipient public official as the Sub-Recipient Grant Administrator (SGA) for developing and attaching the GA scope of work, 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 (MOHS) via the Biannual Strategy Implementation Report (BSIR).

**Funding Considerations:**

28. It is mutually agreed that upon written application by Sub-Recipient and approval by State and FEMA (if applicable), State will obligate Federal funds to Sub-Recipient account for reimbursement of eligible expenditures as set forth in the application.
29. Grant funds expended prior to the date of the award letter are not authorized to be reimbursed.
30. Each quarter the SGA will prepare and submit a Quarterly Request for Reimbursement to the MOHS. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The MOHS will review the reimbursement package for completeness and process for payment through the Mississippi Accountability System for Government Information and Collaboration (MAGIC), accounting system.
31. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.
32. No cost or obligation shall be incurred by the Recipient under this GA unless and until the Recipient advises the Sub-Recipient in writing that the Application and Award have been approved and funds are available.
33. 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.
34. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in the current annual jurisdictional budget must be accompanied by supporting documentation.
35. Quarterly 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 with supporting documentation.

**Maintenance, Replacement costs and Use of Equipment, Sell & Disposal**

36. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such an event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.
37. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.
38. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
39. Each Sub-Recipient of federal grant funds must have a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).



40. All equipment awarded in this grant agreement **must be ordered** within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.
41. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
42. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
43. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.
44. Adequate maintenance procedures must be developed to keep the property in good working condition.
45. If the Sub-Recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
46. Costs for equipment items are allowable only as part of a comprehensive program effort.
47. Equipment purchased under the terms of this GA will be stored, maintained, and used in accordance with the purpose and objectives of this Grant 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.
48. 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).

#### **Non-performance of Grant Activities**

49. Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the Recipient.
50. Failure to expend all grant funds awarded (by date stated on Award 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.
51. 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.

#### **Administrative Provisions**

52. 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.

## Audit Requirements

53. Law enforcement, state, local, non-profit agencies funded with Federal funds administered by the MOHS for the purpose of grant activity must comply with the following (2 CFR§200.501):

- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.
- (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) *Sub-Recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.
- (h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to

for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

### **Monitoring**

54. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all subrecipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purpose of determining the appropriate level of sub-recipient monitoring.
55. 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.
56. The MOHS will contact Sub-Recipient(s) for additional information as needed and 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.

### **Intelligence Sharing:**

57. Sub-Recipients will provide available intelligence to the Mississippi Office of Homeland Security and the Mississippi Analysis and Information Center (FUSION). Intelligence should be shared between local, state, tribal, territorial, and federal agencies with the focus on homeland security matters.
58. Any agency or organization that accepts Homeland Security Grant Funding (HSGP) from MOHS agrees to share threat data with MOHS and MSAIC for use in Threat Analysis Reporting. This includes routine reporting designated by the MS Information Liaison Officer (MILO) Program Coordinator and situational reporting for events that have a Terrorism/Critical Infrastructure/Gangs nexus.
59. Usage of Homeland Security Grant Program (HSGP)Funding for the purchase of License Plate Reader (LPRs) must allow for access to the data of equipment in question by request from MOHS agents or MSAIC analysts and be sharable to other members of the agency's regional fusion center (if applicable).

### **Other Provisions**

60. This agreement is not 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.
61. 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.

62. All final requests for reimbursement, performance reports and closeout documents must be received in the Mississippi Office of Homeland Security within forty-five (45) days of completion of the project.
63. Sub-Recipient delinquent in submitting reimbursements, quarterly/progress reports, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period of performance, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.
64. All Sub-Recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities, to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.

**ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:**

As the Authorized Official for, \_\_\_\_\_ (Sub-Recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Signatory Official) have signed, dated, and fully executed the Grant Agreement.

Therefore, the Agency I represent promises and will comply with all Federal, State and Mississippi Office of Homeland Security Certifications and Assurances and their conditions.

**SUB-RECIPIENT:****ATTESTS:**

Todd Jordan

10/18/23

Authorized Signatory Official's Signature:  
(Sub-Recipient)

Date:

Todd Jordan

Mayor

Authorized Signatory Official's Printed Name:

Organizational Title:

UEI Number: DK9PFMUXSDR7

**APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE OF HOMELAND SECURITY**

By: [Signature]

Date: 9/27/23

Executive Director/SAA

Mississippi Office of Homeland Security

## **FY23 HSGP Award Appendix Documentation for Award Packet.**

**Please return the following forms along with the Award Letter and Award Agreement for a complete Award Packet.**

**If your Agency is awarded a License Plater Reader or any type of equipment that will require a building modification or installation, please include the FY23 Environmental Historic Preservation Screening Form.**

**If your Agency is awarded a License Plate Reader, please also include the Intel MOU Form and LPR MOU Form.**

## Grant Agreement Certifications

Below please assign **three (3) separate persons** to hold the following responsibilities: Sub-Recipient Grant Administrator, Financial Officer, and the Grant Authorized Signatory Official. The Sub-Recipient Administrator will be responsible for the day-to-day activities, correspondence, and management of the grant program. The Financial Officer is responsible for the payment, purchasing and gathering of all financial information and back up documentation. The Grant Authorized Signatory Official is the overall head of the agency that holds the full responsibility of the program to remain in state and federal compliances.

Staff that may be grant funded cannot be an authorized official on the grant without the written approval of the Executive Director.

**Agency Name:** City of Tupelo \_\_\_\_\_ **Grant Number:** 23LE366B \_\_\_\_\_

**Agency Address:** 71 East Troy St, Tupelo, MS 38804 \_\_\_\_\_

**Agency Phone Number:** 662-841-6565 \_\_\_\_\_ **Agency Fax Number:** 662-840-2579 \_\_\_\_\_

## Sub-Recipient Grant Administrator Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all 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 the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Sub-Recipient Grant Administrator (SGA), as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

**Name:** Abby Christian \_\_\_\_\_ **Title:** Grant Administrator \_\_\_\_\_  
(Designated Sub-Recipient Grant Administrator)

**Phone Number:** 662-841-6565 \_\_\_\_\_

**Email Address:** abby.christian@tupeloms.gov \_\_\_\_\_

**Signature of Sub-Recipient Grant Administrator:**  \_\_\_\_\_

## Financial Officer Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all 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 the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Financial Officer, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

**Name:** Kim Hanna **Title:** CFO/City Clerk  
(Sub-Recipient Financial Officer)

**Phone Number:** 662-841-6502

**Email Address:** kim.hanna@tupeloms.gov

**Signature of Sub-Recipient Financial Officer:** 

## Authorized Signatory Official Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all 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 the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Grant Authorized Signatory Official, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

**Name:** Todd Jordan **Title:** Mayor  
(Grant Authorized Signatory Official)

**Phone Number:** 662-841-6413

**Email Address:** todd.jordan@tupeloms.gov

**Signature of Authorized Signatory Official:** 



## Designation of Sub-Recipient Grant Administrator (SGA)

Pursuant to the Mississippi Office of Homeland's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as financial reimbursement, performance reports, etc. The (agency/department name) City of Tupelo, Inc. has authorized and approved (print designated sub-recipient grant administrator official name) Abby Christian to sign any/all forms related to this Grant Agreement.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims and reporting submitted by them to this agency. The approval of this request will allow this person to complete the required documentation in the absence and/or on behalf of the signatory official.

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

### Sub-Recipient Grant Administrator (SGA)

Name: Abby Christian Title: Grant Administrator  
(Designated Sub-Recipient Grant Administrator)


Agency Name: City of Tupelo, Inc.

Mailing Address: 71 E. Troy Street

City: Tupelo Zip Code: 38804

Telephone Number: 662-841-6565 Fax Number: 662-840-2579

Email Address:  
abby.christian@tupeloms.gov

Signature of Sub-Recipient Grant Administrator: 

### Grant Authorized Signatory Official

Appointed by Authorized Signatory Official: (Mayor, Board President, Commissioner, Director, Superintendent)

Authorized Signatory Official Signature: 

Title: Mayor

Date: 18 October 2023

## <sup>647</sup> **Grant Agreement-Scope of Work**

Please provide a detailed description of work and grant activities that the awarded jurisdiction will take part in with the use of grant funds. Please include how the grant funds, equipment, supplies, etc. will be used to prevent and protect against terrorist activities.

This rapid response vehicle will provide the bomb squad with a greater capacity of moving and carrying equipment needed to render safe explosive devices. These scenarios could be considered man-made disasters or addressing civil unrest should there be any on scene explosives or suspicious items/materials.

Upon contract execution, the City of Tupelo SGA will initiate reverse bids and make sure all state procurement practices are followed. Upon closing of bids, we will issue a purchase order, receive an invoice, and I pay our invoice. Upon receipt of item, we will inventory our item(s), applying asset tags and populating the inventory sheet.

Quarterly, the SGA will complete the quarterly and programmatic reports and return to the Program Manager.

Upon completion of all grant activities, the SGA will submit a closeout form and inventory form, along with all purchase orders, quotes, invoices, check copies, and photos to the Program Manager.

## Federal Funding Accountability and Transparency Act (FFATA) Compliance Form

To comply with the Federal Funding Accountability and Transparency Act (FFATA), the MOHS must report award information for all sub-recipients of federal awards as directed. Information provided will be made publicly available on USA Spending <http://www.usaspending.gov/> per the Transparency Act requirement.

### Section 1: Award Information:

Agency Name	City of Tupelo, Inc.
City	Tupelo
Zip Code +4 Digits (Required)	38804-4747
Unique Entity Identification (UEI) #	DK9PFM6XSDR7
Amount of Award:	\$100,000

### Section 2: Compensation Information: Answer only if award is \$30,000.00 or more in federal funds)

- More than 80% of the Agency organization's annual gross revenue is federal funds.  
☐ Yes (If yes, proceed to Question 2)  
☒ No (If No, stop, proceed to Section 3)
- Federal Revenue exceeds twenty-five (25) million dollars.  
☐ Yes (If Yes, proceed to Question 3)  
☐ No (If No, stop, proceed to Section 3)
- Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (If other, please indicate: \_\_\_\_\_)  
☐ Yes (If Yes, proceed to Table)  
☒ No (If No, stop, proceed to Section 3)

#### Names and Salary of Organizations Top Five (5) Executives (By Salary)

	First and Last Name	Title	Annual Salary
1.			
2.			
3.			
4.			
5.			

### Section 3: Certification of Information:

I certify that the above information is true and accurate.

  
 Authorized Signatory Official (Signature)

Todd Jordan

Authorized Signatory Official (Printed Name)

18 October 2023  
 Date

Mayor \_\_\_\_\_  
 Title



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Scott Costello, Director of Communications

**DATE** October 12, 2023

**SUBJECT:** IN THE MATTER OF ROMANDA OFOSU-DARKWAH TO THE COLISEUM COMMISSION

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**Request:**

Mayor Jordan is nominating Romanda Ofosu-Darkwah, General Manager of Lee County Lodging, LLC dba Tru by Hilton, to serve on the Tupelo Coliseum Commission.



October 12, 2023

Mayor Jordan,

The Tupelo Innkeepers Association has nominated Romanda Ofosu-Darkwah, General Manager of Lee County Lodging, LLC dba Tru by Hilton, to serve on the Tupelo Coliseum Commission. She would serve out the term left vacated by Cindy Murphy's resignation, which will expire June 2024.

*Kevan Kirkpatrick*

Kevan Kirkpatrick

Executive Director

Cadence Bank Arena & Conference Center

**BEFORE THE MAYOR AND CITY COUNCIL OF  
THE CITY OF TUPELO, MISSISSIPPI**

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 45108**

**JAMES H. HARRIS & MARY N. HARRIS**

**OWNER**

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER  
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **JAMES H. HARRIS & MARY N. HARRIS** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: JAMES H. HARRIS & MARY N. HARRIS

Address of Owner: 205 BOWEN  
TUPELO, MS 38801

Parcel Number: 077Q-36-025-00

Address of Violation: 205 BOWEN

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **10/03/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/17/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30<sup>th</sup> day of September, 2024, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

6. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972), as amended, an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 17th day of October, 2023.

CITY OF TUPELO, MISSISSIPPI

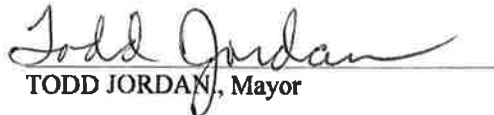
BY:

  
TRAVIS BEARD, Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
TODD JORDAN, Mayor

10-17-2023  
Date

**BEFORE THE MAYOR AND CITY COUNCIL OF  
THE CITY OF TUPELO, MISSISSIPPI**

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 45088**

**THOMAS PAYNE, JR.**

**OWNER**

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER  
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **THOMAS PAYNE, JR.** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: THOMAS PAYNE, JR.

Address of Owner: 113 WAYSIDE DRIVE  
TUPELO, MS 38804

Parcel Number: 077F-26-179-00

Address of Violation: 709 LAR-ELI-DO DRIVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **10/03/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/17/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30<sup>th</sup> day of September, 2024, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

6. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972), as amended, an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).



WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 17th day of October, 2023.

## CITY OF TUPELO, MISSISSIPPI

BY: Travis Beard  
TRAVIS BEARD, Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan  
TODD JORDAN, Mayor

10-17-2023  
Date

**BEFORE THE MAYOR AND CITY COUNCIL OF  
THE CITY OF TUPELO, MISSISSIPPI**

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 40139**

**CB AND OPAL HUTCHISON**

**OWNER**

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER  
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **CB AND OPAL HUTCHISON** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner:           CB AND OPAL HUTCHISON

Address of Owner:        22250 ACHORD ROAD  
                                  DENHAM SPRINGS, LA 70726

Parcel Number:          089P-31-068-00

Address of Violation:    561 MAGAZINE STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **05/02/23** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/17/2023**, adjudicated the actual cost of demolition to be **\$4,900.00**. This amount is assessed as a lien on the real property described above.

5. This Resolution will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi. If unpaid prior to the 30<sup>th</sup> day of September of the current year, this lien shall be satisfied by having the amount of this lien included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30<sup>th</sup> of the current year, and unpaid by September 30<sup>th</sup> of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property

6. Prior to its collection as a judgment lien, this assessment may otherwise be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 19th day of October 17, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: Travis Beard  
TRAVIS BEARD, Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan  
TODD JORDAN, Mayor

10-17-2023  
Date

**BEFORE THE MAYOR AND CITY COUNCIL OF  
THE CITY OF TUPELO, MISSISSIPPI**

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 43290**

**RYAN FOSTER**

**OWNER**

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER  
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **RYAN FOSTER** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

Property Owner: RYAN FOSTER

Address of Owner: 2606 WANDER TRAIL  
ALPHARETTA, GA 30022

Parcel Number: 089F-30-072-00

Address of Violation: 718 NORTH CHURCH STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **06/20/23** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, City of Tupelo shall charge Owner with the actual cost of demolition, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/17/2023**, adjudicated the actual cost of clean up to be **\$400.00**. This amount is assessed as a lien on the real property described above.

5. This Resolution will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi. If unpaid prior to the 30<sup>th</sup> day of September of the current year, this lien shall be satisfied by having the amount of this lien included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30<sup>th</sup> of the current year, and unpaid by September 30<sup>th</sup> of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

6. Prior to its collection as a judgment lien, this assessment may otherwise be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972), as amended, an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 19th day of October 17, 2023.

CITY OF TUPELO, MISSISSIPPI

BY:

  
TRAVIS BEARD, Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
TODD JORDAN, Mayor

10-17-2023  
Date



## Tupelo Major Thoroughfare Program Minutes

**Date:** 9/19/2023 **Time:** 4:30 PM **Call to Order:** Greg Pirkle **Meeting Adjourned:** 5:20 PM

**ROLL CALL:** Brent Spears

### In Attendance

#### MAJOR THOROUGHFARE MEMBERS PRESENT:

Drew Robertson Jon Milstead Drew Robertson Stuart Johnson Greg Pirkle Danny Riley  
 Ernie Joyner Charlotte Loden C W Jackson Ted Roach Dan Rupert Raphael Henry  
 Terry Bullard George Jones Charlotte Loden Raphael Henry(ZOOM) Bill Cleveland(ZOOM)

#### MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

Ted Roach Robin Haire

#### OTHERS PRESENT:

Brent Spears Kim Hanna Dennis Bonds Janet Gaskin Tyler Hathcock Jenny Savely  
 Caleb McClusley Tanner Newman Don Lewis Johnny Timmons Buddy Palmer

### Approval of Minutes

Chairman Greg Pirkle asked the Committee to review and approve the minutes of the August 14, 2023 Major Thoroughfare Program regular meeting. Dan Rupert made a motion to accept the minutes. Stuart Johnson seconded the motion.

Minutes were approved unanimously by Committee.

### Budget Report

Kim Hanna reviewed the Major Thoroughfare Phase VII Budget Report for the month ending August 31, 2023. Beginning Cash Balance was \$5,987,079. Total Revenue from Interest Earned was \$20,115. Total Expenditures for August was \$786,214. Payments included \$8,628 for Personnel Cost, \$777,586 for Maintenance Cost. Ending Cash Balance for Phase VII is \$5,317,476.

## Current Projects

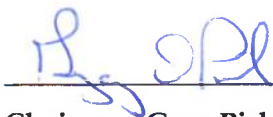
Dennis Bonds reviewed updates on the current projects

- Maintenance Work – Mill & overlay update
- Update on Main Street Safety Improvements Project  
Will handle in house, start working soon on bulb outs along Main Street. Target date is September 25th
- Jackson Street (Madison to Front)  
Underground utility plan design work ongoing.
- Eason Blvd (Veterans to Briar Ridge) –  
Travel lanes have to been removed by profile milling. New riding surface will be placed at no additional cost. Targeting week of September 25th.
- Veterans (Main to Hamm) – Mainline asphalt surface has been finished. Driveway tie in, striping, concrete work, dress up work, grassing items to finish up.
- Main Street Bridge – Has been closed. New design is being worked on. Expect to put out for bid early '24. Target completion of June '25. Presents an opportunity to make improvements on W. Main Street to compliment this project.

## Open Discussion

1. Johnny Timmons talked about being in contact with the utility companies about their needs to relocate not improvements. Some were requesting electronic drawings. Allen & Hoshall waiting on this information from utility companies.
2. Jonny Timmons also talked about the possibility of maybe retiring the traffic light at the intersection of Jackson and Church Street and possibly replacing with a four way stop. He asked the committee to take a look at that because it would do away with the need for a mast arm at that intersection.
3. Dennis Bonds gave the update on Eason (Veterans to Briar Ridge). He said that contractor had profile milled. Several members had ridden and said that it was much smoother than before. Dennis Bonds said they would begin the riding surface the week of the 25<sup>th</sup>.
4. Stuart Johnson asked if they were subbing this out or doing themselves? Dennis said they were doing the work themselves and that they would have to meet the same standard discussed previously.
5. Dennis Bonds discussed the closure of bridge on West Main Street. He answered the question of how long he thought this process would take with possibly June of 2025. There was discussion of changes in traffic pattern and increase traffic in some areas.
6. John Milstead asked if it would be worth taking a look at the design of the road section of Main Street in the area of the closed bridge. There was discussion of getting traffic counts for the area and if MDOT would help with any of the cost?

With no further business to discuss, the meeting was adjourned.



Chairman Greg Pirkle



Recorded by Brent Spears

Submitted by Dennis Bonds



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Quaka, John, Chief of Police

**DATE** September 29<sup>th</sup>, 2023

**SUBJECT:** IN THE MATTER OF APPROVE ADDING SEIZED VEHICLE TO NMNU ASSET LIST. **JQ**

---

**Request:** Please add the following seized vehicle to NMNU asset list: 2013 BMW sedan; vin #WBA3C1G55DNR44927.



## DOCUMENT 00500 AGREEMENT

THIS AGREEMENT is entered into as of the 6<sup>th</sup> day of October, 2023 between the **City of Tupelo** (hereinafter called Owner) and **Liberty Electric** (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### SECTION 1. WORK

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **Tupelo City Hall Natural Gas Generator Package System.**

### SECTION 2. ENGINEER/ARCHITECT

Allen & Hoshall (hereinafter called Engineer/Architect) is to act as Owner's representative, and shall have the duties and responsibilities and the rights and authority assigned to Engineer/Architect in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### SECTION 3. CONTRACT TIME

3.1 Completion. The Work will be substantially completed on or before **December 31, 2024 for Tupelo City Hall Natural Gas Generator Package System**, and completed and ready for final payment in accordance with paragraph 14.8 of the General Conditions on or before **January 30, 2025.**

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner five hundred dollars (\$500) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

### SECTION 4. CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds as follows:

ITEM 1	Tupelo City Hall Natural Gas Generator Package System	\$ <u>292,485.00</u>
	Authorized Contract Amendments	\$ <u>20,000.00</u>
<b>TOTAL CONTRACT PRICE -</b>		<b>\$ <u>312,485.00</u></b>

**Three Hundred Twelve Thousand Four Hundred Eighty Five Dollars and No Cents**

All specified allowances are included in the above price and have been computed in accordance with the General Conditions.

## SECTION 5. PAYMENT PROCEDURES

5.1 Applications for Payment. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer/Architect as provided in the General Conditions.

5.2 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer/Architect on or about the 15th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values established in accordance with paragraph 2.8 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer/Architect shall determine, or Owner may withhold, in accordance with paragraph 14.3(d) of the General Conditions.

90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

90% of Work completed

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.8 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer/Architect as provided in paragraph 14.8 of the General Conditions.

## SECTION 6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

## SECTION 7. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and all Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely.

7.3 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.4 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

7.5 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 Contractor has given Engineer/Architect written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer/Architect is acceptable to Contractor.

## **SECTION 8. CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire agreement between Owner and Contractor concerning the Work, consist of the following:

- (a) This Agreement.
- (b) Performance Bond, Payment Bond and other Bonds.
- (c) Notice of Award.
- (d) General Conditions.
- (e) Supplementary Conditions.
- (f) These Specifications - See Document 00003 - TABLE OF CONTENTS.
- (g) Drawings, consisting of a cover sheet and sheets numbered as listed in Document 00004 - LIST OF DRAWINGS, TABLES AND SCHEDULES of specification.
- (h) Addenda numbers   0   to   0  , inclusive.
- (i) Contractor's Bid.
- (j) The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.4 of the General Conditions.

The documents listed in paragraphs (a) through (j) above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.4 of the General Conditions.

## **SECTION 9. MISCELLANEOUS**

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and

specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from duty or responsibility under the Contract Documents.

9.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreement sand obligations contained in the Contract Documents.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer/Architect, and two to Owner.

This Agreement will be effective on **October 6, 2023**.

Owner: **City of Tupelo**

By: *Todd Jordan*

[Corporate Seal]

Attest: *Kim Hanna*

Address for giving notice:

71 East Troy Street

Tupelo, MS 38804

Contractor: *Liberty Electric & NetHuton, MS LLC*

By: *Mitch Smith*



Attest: *Jennifer Green*

Address for giving notice:

License/Certificate No.: \_\_\_\_\_

Agent for service of process:

(If Owner is a public body attach )  
(evidence of authority to sign )  
(and resolution or other document )  
(authorizing execution. )

(If Contractor is a corporation )  
(attach evidence of authority )  
(to sign. )

END OF DOCUMENT



Tupelo Convention & Visitors Bureau Board Meeting  
Tuesday, October 3, 2023

The Tupelo Convention & Visitors Bureau met Tuesday, October 3, at 2:00 p.m. in the Tupelo CVB boardroom. Board members present were Stephanie Coomer, Stephanie Browning, Louis Britton, Emily Elliott, Leslie Nabors, and Steven Blaylock (by phone). Tupelo CVB staff members present were Jan Pannell, Jennie Bradford Curlee, and Elizabeth Russell. Kim Hanna and Nettie Davis attended the meeting representing the City of Tupelo.

Stephanie Coomer called the meeting to order at 2:02 p.m.

Stephanie Browning moved for approval of the agenda. Leslie Nabors seconded the motion. All voting aye, the motion carried.

Leslie Nabors moved that the minutes from September 5, 2023 be approved as presented. Emily Elliott seconded the motion. All voting aye, the motion carried.

Kim Hanna presented the financial report.

Jan Pannell, Jennie Bradford Curlee, and Elizabeth Russell presented staff reports.

Stephanie Coomer presented the duties of board vice chairman and secretary and asked for nominations for each position. Louis Britton moved that Stephanie Browning serve as vice chairman of the board and Leslie Nabors seconded the motion. All voting aye, the motion carried. Stephanie Browning moved that Emily Elliott serve as secretary of the board and Louis Britton seconded the motion. All voting aye, the motion carried.

The meeting adjourned at 2:34 p.m.

Submitted by:

  
Emily Elliott, Secretary

  
Stephanie Coomer, Chairman

**Tupelo Redevelopment Agency  
Agenda**

**September 21, 2023**

1. **Review/Approve Minutes of August 9, 2023**  
**Exhibit A**
2. **Review/Approve Invoice to Tupelo Water & Light in the amount of \$1,312.50 for 50% of cost of a new sewer tap for Lot 4-29.**  
**Exhibit B**
3. **Review/Approve Invoice from Cook Coggin for Utility locations for Lot 4-19 in the amount of \$712.57.**  
**Exhibit C**
4. **Review/Approve amended Purchase Contract for Single Lots in Fairpark Phase IV**  
**Exhibit D**
5. **Review/Approve Purchase Contract for Lot 4-19, Phase IV Fairpark Residential from Randy and Jan Birchfield for \$25,000.**  
**Exhibit E**
6. **Review/Approve Purchase Contract for Lot 4-31 Horizons Construction, LLC.**
7. **Approval for 3 temporary Security Lights on Monaghan St on Lot 4-9 in the amount of \$53.00/month.**
8. **Review/Approve/Consider Option Agreement from Century Commercial Real Estate for new development on a portion of Lot 4-9 Phase IIIC**  
**Exhibit F**

**EXHIBIT A****Tupelo Redevelopment Agency****Minutes****August 9, 2023**

A meeting of the Tupelo Redevelopment Agency convened at 2:00 pm on August 9, 2023 in Conference Room B, Tupelo City Hall. Agency Members participating were Shane Homan, Vice Chair, Bentley Nolan and Cheryl Rainey. Ben Logan, City Attorney and Stephen Reed, Assistant City Attorney, COO, Don Lewis, Johnny Timmons, Tupelo Water and Light, and TRA Project Director, Debbie Brangenberg, were present representing the City of Tupelo. Finding that a quorum was present, the meeting was called to order by Agency member Shane Homan.

**1. Review/Approve Minutes of July 25, 2023**

Upon a motion by Bentley Nolan and a second by Cheryl Rainer the Minutes of July 25, 2023 unanimously approved.

**Exhibit A**

**2. Review/Approve Invoice to Scott Davis Trust Account in the amount of \$726.00**

Upon a motion by Cheryl Rainey and a second by Bentley Nolan, the agency members voted unanimously to approve the addition \$726.00 for closing costs on Lot 4-19 re-purchase.

**Exhibit B**

**3. Review/Approve Purchase Contract for Lot 4-31, Phase IV Fairpark Residential from William Rice \$25,000 plus/minus closing costs as contemplated in the agreement.**

Upon a motion by Cheryl Rainey and a second by Bentley Nolan, agency members voted unanimously to approve the re-purchase of Lot 4-31 from William Rice per the conditions of the contract to re-purchase at the original sale price of \$25,000 +/- closing costs.

**Exhibit C**

**4. Review/Approve Purchase Contract for Lots 4-2, 4-3, 4-4, 4-7, and 4-9 Phase IV, Fairpark Residential from Fairpark Investment Group, LLC in the amount of \$25,000 per lot plus/minus closing costs as contemplated in the agreements.**



After a brief discussion, upon a motion by Bentley Nolan and a second by Cheryl Rainey, the Agency members voted unanimously to buy back Lots 4-2, 4-3, 4-4, 4-7 and 4-9 Phase IV Fairpark Residential from Fairpark Investment Group in the amount of \$25,000 per lot plus/minus closing costs as contemplated in the purchase agreements.

The motion was amended to approve a 6-month option for Lots 4-7 and 4-9 with the agreement that upon completion of construction on one of the 4 lots retained the option could be executed for 1 additional lot. Upon a motion by Bentley Nolan and a second by Cheryl Rainey, the Agency voted unanimously on the amendment.

#### **Exhibit D**

##### **6. In the matter of Sewer Tap for Lot 4-29.**

As development continues in Phase IV, it was determined that there was a conflict with a sewer tap that served Lot 4-29 owned by Kim and Ray Reed with the adjacent lot 4-30. After several meetings it was agreed that TRA would pay 50% of the cost for a new sewer tap but it would be up to the property owners, contractor and subcontractor to cover the additional cost for a new sewer tap to serve the Reed's. All easements would have to be coordinated and agreed upon between the owner of Lot 4-30 and the Reed's.

Upon a motion by Cheryl Rainey and a second by Shane Homan, the Agency voted unanimously to pay \$1,312.50 of the cost to remedy.

##### **7. Review/Approve Invoice #104730801 Sportsman Lawn and Landscape for Phase IV Fairpark Maintenance in the amount of \$2,200.**

Upon a motion by Cheryl Rainey and a second by Bentley Nolan, the Agency voted unanimously to pay Invoice #104730801 to Sportsman Lawn and Landscape in the amount of \$2,200.

#### **Exhibit F**

Being no further business, the Agency members voted unanimously to adjourn.

Respectfully submitted by Debbie Brangenberg, Project Director, Tupelo Redevelopment Agency.

Shane Homan, Vice Chair  
Tupelo Redevelopment Agency



Debbie Brangenberg  
Project Director





**TUPELO**  
**TW&L**  
**WATER & LIGHT**

**INVOICE**

Post Office Box 588  
 Tupelo, MS 38802-0588  
 Phone 662-841-6460  
 Fax 662-841-6401

INVOICE NO. 12226  
 DATE September 6, 2023  
 CUSTOMER ORDER NO.

TO Debbie Brangenburg  
 Tupelo Redevelopment Agency  
 Tupelo, MS

DESCRIPTION	DATE DUE
Pro-Rata Share of Sewer tap with street cut	Net 30 Days

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	4" Sewer Tap w/Street Cut (Materials & Labor) 50%	\$ 862.50	\$ 862.50
1	Asphalt 50%	\$ 450.00	\$ 450.00
* If tax exempt, please provide state ID number or MPC number with payment.		SUBTOTAL	\$ 1,312.50
		SALES TAX	
		TOTAL	\$ 1,312.50

472-050002  
 (474-363002)

Make all checks payable to Tupelo Water & Light Department  
**THANK YOU!**



Tupelo Redevelopment Agency  
Debbie Brangenberg  
P. O. Box 468  
Tupelo, MS 38802

Invoice number 607414012  
Date 09/19/2023  
Project **6-07414-04D TRA MISC ENGR**

Lot 18 & 19 Property Corners and Utilities

Description	Contract Amount	Current Billed
<b>Lot 18 &amp; 19</b>	39,004.55	712.57
	<b>Total</b>	<b>712.57</b>

Invoice total **712.57**

We Appreciate Your Business

A handwritten signature in blue ink, appearing to read 'D. Brangenberg', is written over the 'We Appreciate Your Business' text.

**PROPERTY OPTION AND SALE AGREEMENT**

THIS AGREEMENT entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by and between the **TUPELO REDEVELOPMENT AGENCY**, the urban renewal agency of  
**the City of Tupelo, Mississippi, organized and existing under the laws of the State of**  
**Mississippi** (hereinafter referred to as "SELLER"), and \_\_\_\_\_,  
(hereinafter referred to as "PURCHASER"), and in consideration of the mutual covenants  
contained herein, do hereby contract and agree as follows:

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1.

OPTION. Upon Purchaser's payment and Seller's acceptance of a non-refundable  
option/earnest fee in the amount of \$ \_\_\_\_\_, Purchaser agrees to purchase and Seller  
agrees to sell Lot \_\_\_\_\_ of the Fairpark District, Phase IV residential  
subdivision as depicted on the Plat for said subdivision on file in the office of the Chancery Clerk  
of Lee County, Mississippi in Plat Cabinet C at Slide 145, subject to the terms and conditions  
contained herein.

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Township 9 South, Range 6 East, City of Tupelo

Deleted: , Lee County, Mississippi

Deleted: and being depicted in Exhibit "A".

2.

PRICE. The purchase price of the property shall be Twenty-Five Thousand Dollars  
(\$25,000.00) less \$ \_\_\_\_\_ of the option/earnest money paid, and shall be due and payable from  
Purchaser at the closing of the lot.

3.

TITLE. Seller will provide Purchaser with a title certificate for each lot from an attorney  
of Seller's choice, free and clear of all liens and encumbrances. If said title certificate, survey or  
environmental study of the subject real property reflects defects, encumbrances or other matters  
which affect the marketability of the real property described herein, then Seller may, at its option,

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1

either: (a) Return all sums paid by Purchaser and declare this Agreement void, or (b) Seller shall have thirty (30) days from date of receipt of written notice from Purchaser of such defect to cure same. If the title cannot be cured within said thirty (30) day period, then this Agreement shall terminate and Seller shall return any earnest money to Purchaser. The Seller shall furnish a good and sufficient Warranty Deed at time of closing conveying title to the subject property to the Purchaser herein. Notwithstanding the above, this conveyance is and shall be subject to the following:

(a) Subject to applicable Declaration of Covenants, Conditions and Restrictions to the ~~above-described~~ real property filed for record in the Office of the Chancery Clerk of Lee County, Mississippi.

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(b) Easements, restrictive covenants and other matters as shown on the plat of Fairpark District Phase Four - **Cabinet C- Slide 145**, as same are recorded in the records of maps and plats on file in the office of the Chancery Clerk of Lee County, Mississippi.

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(c) Reservation by the Grantor of a perpetual easement of ingress and egress for pedestrian and vehicular traffic and shared parking over the driving lanes, parking areas and walkways of the parking lots developed or to be developed by Grantee. The easements reserved hereby shall run with the land.

4.

**INSPECTION.** Prior to closing, Purchaser shall have the right to go upon the property for the purpose of making engineering studies, surveys, topographical surveys, determination of water, street and sewer layouts, test boring, and sub-surface inspections. Purchaser will, at his expense, repair any damage caused by its activities on the Property.

5.

2

POSSESSION. Possession of the subject property shall be delivered to Purchaser at time of closing unless mutually agreed otherwise.

6.

CLOSING. The closing (the "Closing") of the transaction(s) contemplated in Paragraph 2 above shall be No more than sixty (60) days from the effective date of this Agreement. Seller has advised Purchaser that the subject lot can be conveyed by Seller pursuant to the terms and conditions set forth herein, and said lot is suitable in Seller's opinion for Purchaser to immediately commence construction thereon.

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7.

CLOSING COSTS. Seller shall be responsible for the expense of preparation of the warranty deed and certificate of title. Purchaser shall be responsible for all other closing costs. It is further agreed and understood that each party hereto shall be responsible for their respective attorney's fees and other costs incurred in connection with the closing.

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8.

TAXES. Taxes for any current year of closing, if any, shall be pro-rated.

9.

REAL ESTATE COMMISSION. Seller and Purchaser each represent to the other that neither is represented by a real-estate broker, and that no real estate commissions are due in connection with the sale of the subject lot or parcel.

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10.

**ADDITIONAL CONDITIONS: REIMBURSEMENT INCENTIVES.**

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Seller will provide an incentive rebate on each lot based on the difference of cost at \$8 per square foot in a building floor plan of 3125 square feet down to a minimum of 1800 square

3

feet. (E.g. final cost of lot 3125 sq. ft. or greater - \$25,000; final cost of lot 1800 sq. ft. - \$14,400; final cost of lot 2500 sq. ft. - \$20,000.) Square footage will be based on the heated/cooled portion of the structure as confirmed by the building permit filed by the developer. The purchaser is eligible to apply for the rebate upon design approval, issuance of building permit and verification of square footage by a constructed foundation. The developer will provide a copy of the approved permit with approved square footage to TRA to apply for the rebate.

11.

ADDITIONAL CONDITIONS: DESIGN REVIEW.

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All houses built are subject to design approval of each house constructed by the Design Review Committee of Tupelo Redevelopment Agency and the development and building codes of the City of Tupelo, Mississippi.

12.

ADDITIONAL CONDITIONS: SELLER'S OPTION TO REPURCHASE

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Construction shall begin on the subject lot within one year from the date of the execution of a Warranty Deed. Should construction fail to commence within this time period, Tupelo Redevelopment Agency shall have the option for a period of twelve (12) months thereafter, to repurchase the subject real property from Purchaser, its successors and/or assigns, at the original purchase price less any incentives previously paid to Purchaser

13.

ADDITIONAL CONDITIONS: SELLER'S FIRST RIGHT OF REFUSAL

In the event Purchaser elects to sell or otherwise dispose of said property within twelve (12) months from the date of closing, Purchaser shall, before completing such sale or other disposition, provide a written notice (the "Right of First Refusal Notice") of such sale to

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Seller. Seller shall have fourteen (14) days from receipt of written notice to purchase the property at the original purchase price. If Seller elects not to purchase the property, it will cause a written notice of its refusal to be recorded in the land records of Lee County,

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Mississippi within the fourteen (14) day period. Seller's Right of First Refusal shall terminate upon Purchaser's commencement of construction or twelve (12) months from the date of closing, whichever occurs first. Termination of Seller's Right of First Refusal shall have no effect upon Seller's Right to Repurchase as contained in paragraph 12 above.

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14.

ACCEPTANCE. Excluding those ADDITIONAL CONDITIONS above, it is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement.

**SIGNATURE PAGE FOLLOWS**

EXECUTED IN DUPLICATE ORIGINALS, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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TUPELO REDEVELOPMENT AGENCY

\_\_\_\_\_  
Reed Hillen, Chairman

\_\_\_\_\_  
PURCHASER



**PROPERTY OPTION AND SALE AGREEMENT**

THIS AGREEMENT entered into this the 26 day of September, 2023, by and between the **TUPELO REDEVELOPMENT AGENCY, the urban renewal agency of the City of Tupelo, Mississippi, organized and existing under the laws of the State of Mississippi** (hereinafter referred to as "SELLER"), and Thomas R. + Lisa J. Burchfield, (hereinafter referred to as "PURCHASER"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

1.

OPTION. Upon Purchaser's payment and Seller's acceptance of a non-refundable option/earnest fee in the amount of \$ 300.<sup>00</sup>/, Purchaser agrees to purchase and Seller agrees to sell Lot 4-19 of the Fairpark District, Phase IV residential subdivision as depicted on the Plat for said subdivision on file in the office of the Chancery Clerk of Lee County, Mississippi in Plat Cabinet C at Slide 145, subject to the terms and conditions contained herein.

2.

PRICE. The purchase price of the property shall be Twenty-Five Thousand Dollars (\$25,000.00) less \$ 300.<sup>00</sup>/ of the option/earnest money paid, and shall be due and payable from Purchaser at the closing of the lot.

3.

TITLE. Seller will provide Purchaser with a title certificate for each lot from an attorney of Seller's choice, free and clear of all liens and encumbrances. If said title certificate, survey or environmental study of the subject real property reflects defects, encumbrances or other matters which affect the marketability of the real property described herein, then Seller may, at its option,

either: (a) Return all sums paid by Purchaser and declare this Agreement void, or (b) Seller shall have thirty (30) days from date of receipt of written notice from Purchaser of such defect to cure same. If the title cannot be cured within said thirty (30) day period, then this Agreement shall terminate and Seller shall return any earnest money to Purchaser. The Seller shall furnish a good and sufficient Warranty Deed at time of closing conveying title to the subject property to the Purchaser herein. Notwithstanding the above, this conveyance is and shall be subject to the following:

(a) Subject to applicable Declaration of Covenants, Conditions and Restrictions to the above-described real property filed for record in the Office of the Chancery Clerk of Lee County, Mississippi.

(b) Easements, restrictive covenants and other matters as shown on the plat of Fairpark District Phase Four - **Cabinet C- Slide 145**, as same are recorded in the records of maps and plats on file in the office of the Chancery Clerk of Lee County, Mississippi.

(c) Reservation by the Grantor of a perpetual easement of ingress and egress for pedestrian and vehicular traffic and shared parking over the driving lanes, parking areas and walkways of the parking lots developed or to be developed by Grantee. The easements reserved hereby shall run with the land.

4.

INSPECTION. Prior to closing, Purchaser shall have the right to go upon the property for the purpose of making engineering studies, surveys, topographical surveys, determination of water, street and sewer layouts, test boring, and sub-surface inspections. Purchaser will, at his expense, repair any damage caused by its activities on the Property.

5.

POSSESSION. Possession of the subject property shall be delivered to Purchaser at time of closing unless mutually agreed otherwise.

6.

CLOSING. The closing (the "Closing") of the transaction(s) contemplated in Paragraph 2 above shall be No more than sixty (60) days from the effective date of this Agreement. Seller has advised Purchaser that the subject lot can be conveyed by Seller pursuant to the terms and conditions set forth herein, and said lot is suitable in Seller's opinion for Purchaser to immediately commence construction thereon.

7.

CLOSING COSTS. Seller shall be responsible for the expense of preparation of the warranty deed and certificate of title. Purchaser shall be responsible for all other closing costs. It is further agreed and understood that each party hereto shall be responsible for their respective attorney's fees and other costs incurred in connection with the closing.

8.

TAXES. Taxes for any current year of closing, if any, shall be pro-rated.

9.

REAL ESTATE COMMISSION. Seller and Purchaser each represent to the other that neither is represented by a real-estate broker, and that no real estate commissions are due in connection with the sale of the subject lot or parcel.

10.

**ADDITIONAL CONDITIONS: REIMBURSEMENT INCENTIVES.**

Seller will provide an incentive rebate on each lot based on the difference of cost at \$8 per square foot in a building floor plan of 3125 square feet down to a minimum of 1800 square

feet. (E.g. final cost of lot 3125 sq. ft. or greater - \$25,000; final cost of lot 1800 sq. ft. - \$14,400; final cost of lot 2500 sq. ft. - \$20,000.) Square footage will be based on the heated/cooled portion of the structure as confirmed by the building permit filed by the developer. The purchaser is eligible to apply for the rebate upon design approval, issuance of building permit and verification of square footage by a constructed foundation. The developer will provide a copy of the approved permit with approved square footage to TRA to apply for the rebate.

11.

ADDITIONAL CONDITIONS: DESIGN REVIEW.

All houses built are subject to design approval of each house constructed by the Design Review Committee of Tupelo Redevelopment Agency and the development and building codes of the City of Tupelo, Mississippi.

12.

ADDITIONAL CONDITIONS: SELLER'S OPTION TO REPURCHASE

Construction shall begin on the subject lot within one year from the date of the execution of a Warranty Deed. Should construction fail to commence within this time period, Tupelo Redevelopment Agency shall have the option for a period of twelve (12) months thereafter, to repurchase the subject real property from Purchaser, its successors and/or assigns, at the original purchase price less any incentives previously paid to Purchaser

13.

ADDITIONAL CONDITIONS: SELLER'S FIRST RIGHT OF REFUSAL

In the event Purchaser elects to sell or otherwise dispose of said property within twelve (12) months from the date of closing, Purchaser shall, before completing such sale or other disposition, provide a written notice (the "Right of First Refusal Notice") of such sale to

Seller. Seller shall have fourteen (14) days from receipt of written notice to purchase the property at the original purchase price. If Seller elects not to purchase the property, it will cause a written notice of its refusal to be recorded in the land records of Lee County, Mississippi within the fourteen (14) day period. Seller's Right of First Refusal shall terminate upon Purchaser's commencement of construction or twelve (12) months from the date of closing, whichever occurs first. Termination of Seller's Right of First Refusal shall have no effect upon Seller's Right to Repurchase as contained in paragraph 12 above.

14.

ACCEPTANCE. Excluding those ADDITIONAL CONDITIONS above, it is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement.

**SIGNATURE PAGE FOLLOWS**


EXECUTED IN DUPLICATE ORIGINALS, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

TUPELO REDEVELOPMENT AGENCY

  
\_\_\_\_\_  
Reed Hillen, Chairman

\_\_\_\_\_  
PURCHASER

  
\_\_\_\_\_

  
\_\_\_\_\_

THOMAS R. OR JANELLE BURCHFIELD  
EMP-BANCORPSOUTH  
1243 WINWOOD COVE PH. 680-8074  
TUPELO, MS 38801-6472

05-98

4169

85-127/842  
684

August 28, 2023

Date

Pay to the  
Order of

Tupelo Redevelopment Agency

\$ 300 <sup>00</sup>/<sub>100</sub>

Three hundred & no/100

Dollars



Security  
Features  
Detailed on  
Back



**BancorpSouth**

Member FDIC  
Right Where You Are  
INFOLINE 1-888-797-7711

For Fairpark lot 4-19 Earnest deposit #

Thomas R Burchfield

⑆084201278⑆ 52630142⑈

4169

Harland Clarke



September 19, 2023

To: Tupelo Redevelopment Agency

RE: Purchase Option on Fairpark Lot

Century Commercial Real Estate would like to pursue a 2-year purchase option on behalf of Maloney Development Properties on Fairpark lot parcel number 089Q-32-008-00. This would allow Maloney Development Properties to further their development and investment in the Fairpark District. This lot located behind our Fairpark 1 building and beside our Fairpark 3 building make it the ideal location for an additional development. The proposed building, "Fairpark 4" would be approximately \$10/sqft of the building footprint with commercial/retail space on the bottom floor and residential space on the upper floors. We appreciate the Agency's consideration on this matter.

Sincerely,

Alli Maloney,  
Realtor ®  
Century Commercial Real Estate Services  
205 East Troy Street, Suite 301  
Tupelo, MS 38804-1366  
(662) 523-3667  
[amaloney@centurycg.com](mailto:amaloney@centurycg.com)





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Johnny Timmons, Manager TW&L

**DATE** October 12, 2023

**SUBJECT:** IN THE MATTER OF APPROVAL OF CONTRACT WITH DIXIE PAINTING & SANDBLASTING, INC. FOR BID # 2023-042WL **JT**

---

**Request:**

We recommend award of the attached contract with Dixie Painting & Sandblasting, Inc. for the repair and repainting of the Belden Water Tank. The bid for this project (Bid No. 2023-042WL) was approved through your regular council meeting on September 19, 2023 in the amount of \$332,505.00.

Please let me know if you have any questions.

## NOTICE OF AWARD

DATE: September 22, 2023TO: **DIXIE PAINTING & SANDBLASTING, INC.**  
**6703 BOGGAN LEVEL ROAD**  
**ANDALUSIA, AL 36420**PROJECT DESCRIPTION: **ELEVATED WATER STORAGE TANK**  
**REPAIR & REPAINT (BELDEN)**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated September 12, 2023.

You are hereby notified that your BID has been accepted for items in the amount of \$ 332,505.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Dated this 22nd day of September 2023.

**CITY OF TUPELO**

Owner

By   
Title Mayor Todd JordanACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By **DIXIE PAINTING & SANDBLASTING, INC.**this 22nd day of September, 2023.By Title Ty Bass, Vice President of Field Operations

## CONTRACT AGREEMENT

This Agreement, made this the 22nd day of September, 2023, by and between **DIXIE PAINTING & SANDBLASTING, INC.**, hereinafter called the Contractor, and the **CITY OF TUPELO**, hereinafter called the Owner.

WITNESSETH:

That the Contractor and Owner for the consideration hereinafter named agree as follows:

### Article 1 SCOPE OF WORK

The Contractor shall furnish all materials for the construction of **ELEVATED WATER STORAGE TANK REPAIR AND REPAINT (BELDEN)** for the Owner, all in the manner provided for in the Specifications and Contract Documents, dated **JULY 2023**.

### Article 2 THE CONTRACT SUM

The Owner shall pay the Contractor for the complete performance of this Contract a total amount of Three Hundred and Thirty-Two Thousand, Five Hundred and  
Five 00/100----- Dollars

(\$ 332,505.00---- ) being the amount of the accepted proposal for

**ELEVATED WATER STORAGE TANK REPAIR AND REPAINT (BELDEN)** subject to proper additions and/or deductions at the lump sum and/or unit price as stated in the proposal or otherwise provided for by Modification, the corrected amount referred to being full compensation for furnishing, installing and connecting all of the items of materials, labor and equipment necessary for the Work and the completion of the Project in full accordance with the Plans and Specifications and Contract Documents.

Payment therefore to be made in accordance with applicable specifications, provided: That the Engineers have certified to the Owner that all of the work has been completed and that payment is due therefore and provided further that the Contractor has submitted evidence satisfactory to the Owner and all payrolls, materials bills and other indebtedness, labor and materials liens connected with the work have been paid.

### Article 3 TIME OF COMPLETION

The Contractor shall commence work at the time stated in the Notice to Proceed issued by the Owner and shall complete the work within 150 consecutive calendar days from and including the starting date stated in said notice unless this period is extended by Modification by the Owner and the Engineers, due to delays beyond the control of the Contractor and/or extensions to the Contract.



It is mutually agreed between the parties hereto that time is the essence of this contract; and in the event construction of the work is not completed within the time specified herein, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of \$500.00 per day for each calendar day thereafter that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated; and this sum is not a penalty, being the stipulated damage the Owner will have sustained in event of such default by the Contractor.

#### Article 4. ADDITIONAL SURETY

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the Surety Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason such bond, in the opinion of the Owner, ceases to be adequate to cover the performance of the work, the Contractor, at his expense, within five days after receipt of the notice from the Owner to do so, shall furnish additional bond or bonds in such form and amount, not in excess of the original amount, and with surety or sureties as shall be satisfactory to the Owner.

#### Article 5 ROYALTIES AND PATENTS

It is further mutually agreed between the parties hereto that the contract price of the Contractor shall include payment by the Contractor of all royalties and license fees, if any; and the Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

#### Article 6 DAMAGE TO PERSONS AND PROPERTY

It is further mutually agreed that the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the Work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the Project, and shall indemnify and hold harmless the Owner from all costs and damages, including attorney's fees, which may be suffered by reason of the failure to fully and completely perform under the Contract Documents and shall fully reimburse Owner for all expenditures of every kind, character and description, including attorney's fees, which may be incurred by Owner in making good any and every default which may exist on the part of the Contractor in connection with its performance under the Contract Documents.

Article 7. GENERAL CONDITIONS

The Contractor has read, understands and accepts the General Conditions and Special Conditions as set forth in the Specifications and Contract Documents.

In witness whereof, the parties hereto have executed this Agreement on the day and year first mentioned in 3 counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

OWNER: CITY OF TUPELO

By Todd Jordan  
Title Mayor Todd Jordan

CONTRACTOR: DIXIE PAINTING & SANDBLASTING, INC.

By Ty Bass  
Title Ty Bass, Vice President of Field Operations

ATTEST: Kim Hanna  
Title Kim Hanna, Chief Financial Officer

ATTEST: Bethany Bass  
Title Office Admin





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Johnny Timmons, Manager TW&L

**DATE** October 11 14, 2023

**SUBJECT:** IN THE MATTER OF AWARD OF BID # 2023-040WL FOR CENTRAL PUMPING STATION MODIFICATIONS **JT**

---

**Request:**

I recommend the following bid award for consideration at your regular meeting on Tuesday, October 17, 2023:

**Bid No. 2023-040WL** – Central Pumping Station Modifications to the low qualified bid submitted by Max Foote Construction Company, LLC in the amount of \$12,347,000.00 as recommended by Cook Coggin Engineers.



CCE 3-09394/BID NO. 2023-040WL

October 13, 2023

Mayor Todd Jordan  
City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

***TUPELO SRF CENTRAL PUMP STATION MODIFICATIONS (CONTRACT A)  
BID NO. 2023-040WL, FOR THE 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.

Max Foote Construction Company, LLC is the lowest of 2 bidders.

Max Foote submitted a base bid in the amount of \$15,087,000.00, a deductive alternate 1 of \$2,565,000.00, a deductive alternate 2 of \$143,000.00 and a deductive alternate 3 in the amount of \$32,000.00.

Max Foote Construction Company, LLC is an experienced Contractor with the personnel and resources required to perform the type of work required for this project.

Given the bids on the tabulation and the designated budget, results indicate an award to Max Foote Construction Company, LLC in the amount of their base bid with all three deductive alternate scopes removed. This award amount will total \$12,347,000.00.

Please advise if you have any questions.

A handwritten signature in blue ink, reading 'Jess Wiygul'.

Jess Wiygul, P.E.  
Project Engineer  
jwiygul@cookcoggin.com

Copy to: Max Foote Construction Company, LLC, Attention: Mr. Phillip Irvine,  
2 Office Park Circle, Suite 105, Birmingham, AL 35223

Enclosed: Bid Tabulation  
Original Bids

# COOK COGGIN ENGINEERS, INC.



Bids Received: October 5, 2023 at 10:00 A.M.

By: **CITY OF TUPELO**  
71 East Troy Street  
Tupelo, MS 38804

Location: **TUPELO CITY HALL, TAX OFFICE**  
71 East Troy Street  
Tupelo, MS 38804

Project: **TUPELO SRF FY21 CENTRAL PUMPING STATION MODIFICATIONS- CONTRACT A**  
**SRF PROJECT NO. C280 855-08, BID NO. 2023-040WL**

<b>BIDDERS:</b>	<b>LUMP SUM:</b>	<b>DEDUCT ALT. 1:</b>	<b>DEDUCT ALT. 2:</b>	<b>DEDUCT ALT. 3:</b>
Max Foote Const. Co., Inc. P.O. Box 1208 Mandeville, LA 70470	<b>15,087,000</b>	<b>2,565,000</b>	<b>143,000</b>	<b>32,000</b>
Phillips Contracting Co., Inc. P.O. Box 7530 Columbus, MS 39705	19,100,000	2,900,000	247,000	300,000



## NOTICE OF AWARD

TO: **ENSCOR, LLC****5566 COMMANDER DRIVE, ARLINGTON, TN 38002**

C280 855-08

Project Identification No.

PROJECT: **TUPELO SRF FY22 B&B SEWER REPLACEMENT REBID**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated September 26, 2023.

You are hereby notified that your BID has been accepted for items in the amount of \$3,356,603.20----.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Performance BOND, Payment BOND, and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date this Notice is delivered to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by Law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Dated this 5th day of October, 2023.

Owner: **CITY OF TUPELO**By: 

Name, Title: Mayor Todd Jordan

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: **ENSCOR, LLC**

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: 

Name, Title: Jeff Smith, Owner

# CONTRACT AGREEMENT

This Agreement, made this the 5th day of October, 2023, by and between ENSCOR, LLC, hereinafter called the Contractor, and the CITY OF TUPELO, hereinafter called the Owner.

WITNESSETH:

That the Contractor and Owner for the consideration hereinafter named agree as follows:

## Article 1. SCOPE OF WORK

The Contractor shall furnish all equipment, materials, labor, and perform fully the construction of TUPELO SRF FY22 B&B SEWER REPLACEMENT REBID, SRF PROJECT NO. C280 855-08 for the Owner, all in the manner provided for in the Specifications and Contract Documents, dated SEPTEMBER 2023 and Construction Plans entitled TUPELO SRF FY22 B&B SEWER REPLACEMENT REBID, SRF PROJECT NO. C280 855-08, Sheets 1 through 19, dated SEPTEMBER 2023, which are fully incorporated herein as if hereto attached or herein repeated. All defined terms shall have the same meaning herein as set forth in Article 1 of the General Conditions unless indicated herein to the contrary.

## Article 2. TIME OF COMPLETION

The Contractor shall commence work at the time stated in the Notice to Proceed issued by the Owner and shall complete the work within 240 consecutive calendar days from and including the starting date stated in said notice unless this period is extended by Modification by the Owner and the Engineers, due to delays beyond the control of the Contractor and/or extensions to the Contract.

It is mutually agreed between the parties hereto that time is the essence of this contract; and in the event construction of the work is not completed within the time specified herein, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of \$500.00 per day for each calendar day thereafter that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated; and this sum is not a penalty, being the stipulated damage the Owner will have sustained in event of such default by the Contractor.

### Article 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the complete performance of this Contract a total amount of Three Million, Three Hundred & Fifty-Six Thousand, Six Hundred & Dollars (\$ 3,356,603.20 <sup>Three 20/100</sup>) being the amount of the accepted proposal for **TUPELO SRF FY22 B&B SEWER REPLACEMENT REBID, SRF PROJECT NO. C280 855-08** subject to proper additions and/or deductions at the unit price as stated in the proposal or otherwise provided for by Modification, the corrected amount referred to being full compensation for furnishing, installing and connecting all of the items of materials, labor and equipment necessary for the Work and the completion of the Project in full accordance with the Plans and Specifications and Contract Documents.

Payment therefore to be made in accordance with applicable specifications, provided: That the Engineers have certified to the Owner that all of the work has been completed and that payment is due therefore and provided further that the Contractor has submitted evidence satisfactory to the Owner and all payrolls, materials bills and other indebtedness, labor and materials liens connected with the work have been paid.

### Article 4. ADDITIONAL SURETY

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the Surety Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason such bond, in the opinion of the Owner, ceases to be adequate to cover the performance of the work, the Contractor, at his expense, within five days after receipt of the notice from the Owner to do so, shall furnish additional bond or bonds in such form and amount, not in excess of the original amount, and with surety or sureties as shall be satisfactory to the Owner.

### Article 5. ROYALTIES AND PATENTS

It is further mutually agreed between the parties hereto that the contract price of the Contractor shall include payment by the Contractor of all royalties and license fees, if any; and the Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

### Article 6. DAMAGE TO PERSONS AND PROPERTY

It is further mutually agreed that the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the Work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the Project, and shall indemnify and hold harmless the Owner from all costs and damages,

including attorney's fees, which may be suffered by reason of the failure to fully and completely perform under the Contract Documents and shall fully reimburse Owner for all expenditures of every kind, character and description, including attorney's fees, which may be incurred by Owner in making good any and every default which may exist on the part of the Contractor in connection with its performance under the Contract Documents.

Article 7. GENERAL CONDITIONS

The Contractor has read, understands and accepts the General Conditions and Special Conditions as set forth in the Specifications and Contract Documents.

In witness whereof, the parties hereto have executed this Agreement on the day and year first mentioned in 4 counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

Owner: **CITY OF TUPELO**

By: 

Name, Title: Mayor Todd Jordan

Contractor: **ENSCOR, LLC**

By: 

Name, Title: Jeff Smith, Owner